

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2011-4260
Revision No.: 0
Date Of Last Revision: 5/4/2011

State: California

Area: San Bernardino

Employed on Mission and Installation Contracting Command Center-Yuma contract for Ft. Irwin Installation Support Services.

Collective Bargaining Agreement between contractor: IAP World Services, Inc., and union: Teamsters Local #166, effective 10/1/2008 through 9/30/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

DRAFT

AGREEMENT

BETWEEN

**IAP WORLD
SERVICES, INC.
FT. IRWIN PROJECT**

AND

**TEAMSTERS UNION
LOCAL #166**

OCTOBER 1, 2008 – SEPTEMBER 30, 2013

PREAMBLE

This agreement is made and entered into this First (1st) day of October, 2008 by and between **IAP World Services Inc**, Fort Irwin Project (hereinafter referred to as the Company) and Teamsters Union Local No. 166 (hereinafter referred to as the Union).

ARTICLE 01.00.00 INTENT AND PURPOSE

- 01.01.00** It is the intent and purpose of the Company and the Union to set forth through partnering and interest base bargaining processes, the wages, hours and working conditions as it relates to the government contract covered by this Agreement.
- 01.02.00** Further it is the intent of the parties to secure maximum efficiency of the operation and maximum production of the employees; 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.
- 01.03.00** 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; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances, and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.
- 01.04.00** All predecessor contractor past practices are hereby null and void, and shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- 01.05.00** IAP World Services Inc. has a long standing policy of seeking continuous

improvement in its operations and will utilize tools such as Improving the Way We Work Training, Process Action Teams, Suggestion Programs, Customer Feedback Programs, Key Performance Indicators, Customer Contact Training and other programs which depend on employee participation and contribution. The Union agrees that such training is in the best interest of the employees and the Company and will encourage employee participation.

ARTICLE 02.00.00 MANAGEMENT RIGHTS

02.01.00 It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of California and the United States, including, and without limiting the generality of the foregoing, the rights to:

02.01.01 The executive management and administrative control of the Company, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

02.01.02 Hire all employees and determine their qualifications and the conditions of their continued employment;

02.01.03 Promote, transfer and assign all employees;

02.01.04 Determine the size of the work force, and to expand or reduce the work force;

02.01.05 Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;

02.01.06 Dismiss and/or discipline employees for just cause;

02.01.07 Establish, modify or change any work, business schedules, hours or days;

02.01.08 Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force.

02.01.09 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

02.02.00 The management rights expressed in 02.01.00 above shall not be deemed to limit any right of the Union contained in this Agreement or any applicable law.

ARTICLE 03.00.00 UNION RECOGNITION

03.01.00 The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with regard to wages, hours, and terms and conditions of employment in accordance with Section 9 (a) of the National

Labor Relations Act, as amended, for full-time and part-time hourly employees of the Company employed at the Fort Irwin Project on contract number DAKF04-00-C-0002 and its successor contracts.

Included: All nonexempt production and maintenance employees; all hourly employees of the Company employed in the TASC Department certified on October 6, 1988 in the NLRB case #31-RC-6434; all hourly employees in the Fire Department certified on July 24, 1987 in NLRB case #31-RC-6189, all hourly Range employees certified on February 22, 1988 in NLRB Case #31-RC-6272; all hourly Administrative employees certified on June 23, 1989 in NLRB Case #31-RC-6566; all hourly Computer Operators certified on November 16, 1988 in NLRB Case #31-RC-6459; all hourly Airfield employees certified on January 17, 1989 in NLRB Case #31-RC-6506; and all Leads.

Excluded: All other employees, confidential secretaries, Division & Branch Manager's secretaries, all Human Resources and Office employees, Industrial Security Officer, Purchasing Agents, salaried Systems Analysts, salaried Software Specialists, Finance, with the exception of payroll, professional employees, guards and supervisors as defined in the Act.

ARTICLE 04.00.00 UNION SECURITY

- 04.01.00** Each present employee covered by the Agreement who is not a member of the Union, immediately following the expiration of thirty (30) calendar days after execution of this Agreement, as a condition of continued employment, shall become and remain a member of the Union.
- 04.02.00** All other employees hired after the execution of this Agreement shall, immediately following thirty (30) calendar days from their date of hire, or the effective date of this Agreement, whichever is later, become members of the Union as a condition of continued employment, provided that nothing herein

shall be interpreted to cause a violation of the National Labor Relations Act, or any other applicable law.

04.02.01 If an employee's employment is interrupted due to temporary layoff or leave of absence for more than thirty (30) calendar days, the Union will be notified so that the employee may be placed on honorable withdrawal from the Union. When the employee returns to work, the Union will be notified so that the employee may be placed on active status.

04.02.02 The Company, upon request of the Union Business Representative, shall provide to the Union the status of employees for the purpose of reconciling the employee's membership status.

04.03.00 No employee shall be considered as having failed to maintain his membership so long as he regularly tenders to the Union his uniform periodic monthly dues and/or uniform initiation fee, if required, or applicable service fee. The Company need not terminate any employee for failure to maintain his membership hereunder unless he fails or refuses to cure his dues delinquency within ten (10) days after the Union has given the Company a written notice by registered mail requesting such termination. Before sending the Company such request, the employee shall first be given notice in writing by the Union to pay his delinquent dues and/or initiation fee. A copy of such notice shall be sent to the Company.

04.04.00 After the hire of any new employee, the Company shall notify the Union in writing of the employee's name, social security number and address, his date of hire, his location of employment, and his classification and rate of pay.

04.05.00 The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by reason

of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article including the reasonable costs of any defense made necessary by any such liability, claim, suit or dispute.

ARTICLE 05.00.00 CHECK OFF

05.01.00 The Company agrees to deduct from the wages of such of its employees as so requested in writing, all initiation fees and dues or applicable Service Fees stipulated by the Union and to transmit the money so deducted to the Union as hereinafter provided. Any employee desiring to have such deductions may sign a proper form authorizing such deduction from his pay. Such a written authorization may be revoked by the employee by written notice to the Company and the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable Collective Bargaining Agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be renewed for each additional yearly period, or until the end of the collective bargaining agreement, whichever occurs sooner. The Company shall deduct from one bi-weekly payroll each month the current monthly dues or service fees amount and/or initiation fees specified by the Union.

05.02.00 In case any employee does not have the total amount of any deduction, or more, due him on any payroll from which deductions are made in respect of other such employees, the deduction shall be made out of the next succeeding payroll upon which such employee has the total amount, or more, due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishments and deductions required by law to be made by the Company shall have priority over deductions for Union dues.

05.03.00 The total amount of any such deductions shall be delivered to the Union by the

fifth (5th) day of the month following the month in which the deduction was taken by the Company by check drawn to the order of the Union. Upon the issuance of such check and the transmission of same to the Local Union, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the procedures of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check or to collect the same.

05.03.01 The Union will provide the Company a billing statement by the tenth (10th) of each month for deductions to be taken in the current month.

05.04.00 The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with this article including the reasonable costs of any defense made necessary by such liability, claim, suit or dispute.

05.05.00 The authorization for deduction of check-off of dues is shown in Appendix "B".

ARTICLE 06.00.00 SHOP STEWARDS/VISITATION

06.01.00 The Company agrees to recognize the Stewards and Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards and Chief Steward shall be in that number required by the Union to assure each employee in the Unit ready access to a Steward in his assigned work location. It is agreed this objective can be achieved with a minimum of one (1) Steward per branch per shift as set forth in Appendix "F" unless modified by mutual agreement of the Company and the Union. It is also understood and agreed that the Union may maintain an average of one (1) Steward per forty (40) bargaining unit employees, per

branch.

06.02.00 For the purpose outlined above, the Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards and the Chief Steward. The Company will provide this information to each first level supervisor having authority over employees covered by this Agreement. A current list of Shop Stewards shall be issued to new hires within ten (10) days.

06.03.00 Subject to other provisions of this Article, reasonable and necessary time off during work hours shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the Employees in the Unit and will not unreasonably interfere with assigned duties. Furthermore, the Union will ensure that Stewards engage only in those activities which are authorized by this Agreement or appropriate regulations.

06.03.01 Shop Stewards shall be allowed to attend a Shop Stewards meeting during working hours, without loss of pay, once every three (3) months. In addition, the Stewards shall be allowed to attend a Labor-Management Meeting during working hours, without loss of pay. The Union agrees that there shall be no other organized Union meetings conducted on the Company's property except with the expressed permission of the Division General Manager. This shall not prevent the Union Representative from performing his required duties at the work place. Sufficient time shall be allowed for the processing of grievances under Article 26.00.00 without loss of regular straight time pay by the Steward(s) and the aggrieved employee(s) involved.

06.04.00 Recognizing the mutual benefit of resolving problems at the lowest level, an Employee(s) who has a complaint or grievance may discuss the matter with

their Shop Steward. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruption of workflow. When the Steward and/or employee find it necessary to discuss a problem permission to leave shall be requested from the supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward and/or employee will contact the Supervisor before attempting any contact. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time at which the Shop Steward can contact the Employee(s).

06.05.00 Subject to operational requirements, official time for the Union's Steward(s) to attend training sessions will ordinarily be granted, not to exceed sixteen (16) hours per calendar year. The Union will notify the Company in writing, at least five (5) work days before any scheduled training, and not more than six (6) Stewards shall be absent for training at any one time.

06.06.00 The scope of the Steward's activities on Company time shall be limited to the following:

06.06.01 To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance for which the employee desires him to be present.

06.06.02 To investigate a complaint or grievance before presentation to the appropriate supervisor.

06.06.03 To present a request concerning this Agreement, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

- 06.06.04** To meet with an appropriate Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- 06.06.05** To attend arbitration's as directed by the Union. The Union may direct up to four (4) stewards to attend arbitration.
- 06.07.00** Shop Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event a shop steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement. Any such disciplinary action shall be subject to the grievance and arbitration procedure defined herein. Should the Company prove the individual(s) did participate in such action, in violation of this provision; the disciplinary action shall not be altered. Should the Company fail to prove the individual(s) participated in such acts; the arbitrator shall be empowered to make the individual(s) "whole", if warranted.
- 06.08.00** It is agreed that the Company shall not be required to pay an employee for any time that he is taken away from his work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.
- 06.09.00** The Shop Steward shall be an employee of the Company, selected from among those employees whom he represents. The area of jurisdiction shall be determined by mutual agreement of the Company and the Union.
- 06.09.01** The Union may appoint a steward to act as an alternate chief steward to represent employees in areas not represented by a

steward at any given time, and to assist other stewards.

06.10.00 An employee with two (2) or more year's seniority while serving as a Shop Steward shall not be laid off or permanently transferred from his area of jurisdiction, or his shift, so long as other employees remain in his job title, and in the area of jurisdiction and on the shift for which he is designated as Steward. The Steward shall not be transferred for any reason except as otherwise provided for herein if other qualified employees are available unless the Union agrees to such transfer.

06.11.00 The Shop Steward shall respond to and adjust employee initiated verbal or written complaints, or grievances occurring under his jurisdiction as provided for in the grievance procedure. There shall be no solicitation of complaints or grievances.

06.12.00 Subject to existing security regulations, the authorized Business Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Before doing so, he shall report to the Labor Relations Manager or other authorized Company Representative who shall permit said representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

06.13.00 The Union agrees to supply the Company, a letter signed by its authorized representative, with the name, official title and term of office for any and all representatives designated by it for the purpose of monitoring or administering terms and conditions of this Agreement, and those members shall serve at the pleasure of the Executive Officer of the Local Union. Elections of any shop

steward shall be advisory only. The Company shall not be bound to recognize anyone not so represented.

ARTICLE 07.00.00 NO STRIKE - NO LOCKOUT

07.01.00 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies that have need of and make use the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

07.01.01 The procedure provided for herein, for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between the Parties.

07.01.02 Neither the Union, its officer, or agents or members shall authorize, encourage, or sanction any strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interrupt or interfere with any of the operations of the Company for any reason including an alleged unfair labor practice.

07.01.03 No rules, customs, or practices shall be permitted which limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices.

07.01.04 Any employee or employees, individually or collectively, who shall cause or take part in any violation of this Article or any activities prohibited by this Article may be immediately discharged or subject to other disciplinary action as the Company may unilaterally consider appropriate.

Any such disciplinary action shall be subject to the grievance and arbitration procedure defined herein. Should the Company prove the individual(s) did participate in such action, in violation of this provision; the disciplinary action shall not be altered. Should the Company fail to prove the individual(s) participated in such acts; the arbitrator shall be empowered to make the individual(s) whole, if warranted.

07.01.05 In the event of a violation of this Article, the Union, its officers, agents and members agree that it will use its best effort to end such prohibited conduct, utilizing every possible means to include but not be limited to:

- (a) Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- (b) Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
- (c) Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

07.01.06 Violation of this Article and any liability resulting there from shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other coercive activity against any other contractor, or because the employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support of or in sympathy with the employees of any other employer who may be engaged in a strike or other form of coercive activity at these locations.

07.02.00 So long as the Union is complying with the provision of this Article, the Company agrees that it will not engage in any lockout of its employees.

ARTICLE 08.00.00 GOVERNMENT SECURITY RESPONSIBILITY

08.01.00 The parties hereto jointly recognize that the Company is a contractor to the U.S. Department of the Army, Fort Irwin, and must comply with the security requirements and directives of its Contracting Officer. Should the Fort Irwin Contracting Officer and/or any other authorized representative of the Armed Forces direct that any employee(s) be removed from any or all work for the contractor on this contract, the Company shall provide such documents to the Union; and the Company's compliance with those directives shall not be subject to the grievance procedure except as to the fact of the action having been taken at the direction of the Fort Irwin Contracting Officer and/or any other authorized representative of the Armed Forces.

08.02.00 In the event, however, that a review, duly made by the appropriate governmental authority, shall result in a reversal of the original ruling, he shall be permitted to displace a less senior employee in the job classification from which he was removed in accordance with his accumulated seniority, in accordance with Article 24.00.00. Such employee shall not receive payment for wages or benefits lost during the period of removal from the classified work.

08.03.00 The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.

08.04.00 The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to fully meet its

obligations as a contractor. Nothing in this Agreement is intended, nor will any provision of this Agreement prevent the Company from fully meeting its obligations and responsibilities as a contractor. The Union fully recognizes that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or complies with such rules and regulations as may be promulgated or imposed by the Government.

08.05.00 It is further understood that if a security clearance is required in order to perform such work in the job classifications covered by this Bargaining Unit, which such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any denial or withdrawal of such clearance by such governmental other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such government agency shall be grounds for reassignment to available non-classified work for which the employee is qualified. If no such work is available, the employee shall be laid off in accordance with Article 24.00.00.

ARTICLE 09.00.00 TRIAL PERIOD/SENIORITY

09.01.00 New employees and those hired after a break in continuous service, regardless of classification, shall be considered on trial status until they have completed four hundred and eighty (480) actual work hours from the date of hire. The Company may lay-off or discharge such trial status employee and such action shall not be reviewable through the grievance procedure. Completion of said trial period shall not provide or imply that the employee may not be laid off or terminated for just cause.

09.02.00 Bargaining Unit seniority shall accrue from the date of employment as provided in 09.02.01 and 09.02.02 below.

09.02.01 Each employee shall accumulate seniority for all continuous service with the Company, except as otherwise provided for herein.

(a) Employees who are employed by the Company on or before October 1, 1996, will have their seniority based upon their length of service at the facility but in no case shall such seniority be dated earlier than October 1, 1981.

(b) Company employees who may be transferred into the bargaining unit subsequent to the application of subsection (a) above shall have their seniority based upon the date they first entered a position which is covered by this Collective Bargaining Agreement.

09.02.02 Those employees entering the bargaining unit after October 1, 1996, shall accrue seniority from date of employment, upon satisfactory completion of the respective trial period in accordance with Section 09.01.00.

09.03.00 A seniority list shall be posted by the Company on January 10, April 10, July 10 and October 10 of each year and shall set forth the seniority date of each employee and his job classification.

09.04.00 Employees hereunder shall have a period of fourteen (14) work days after posting of seniority lists to protest, in writing, an error in the list. If such protest is not made within fourteen (14) days, the seniority list will stand as posted until the following posting at which time it will be corrected provided the Company has been informed in writing of the error if any. If on an approved absence, the employee shall have fourteen (14) days from the date of return from such absence to protest.

09.05.00 Seniority of an employee will be broken under the following conditions and his employment with the Company will be terminated:

09.05.01 Discharge for just cause.

09.05.02 Resignation.

09.05.03 Failure to respond to recall notification within the time frame established within Section 24.06.00.

09.05.04 Failure to be recalled from layoff within one (1) year after each layoff.

09.05.05 Failure to report for work upon expiration of an approved leave of absence.

09.05.06 Accepting other employment while on approved leave of absence without prior permission by the Company.

09.05.07 Upon settlement of Worker's Compensation for total permanent disability.

09.06.00 In the event two or more employees have the same seniority date as herein provided, the employee having the lowest last four numbers of his social security number shall be considered having the least seniority for tie breaking purposes.

09.07.00 Bargaining unit employees as of October 1, 1997, or thereafter, who are transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain seniority hereunder, but shall not be construed as working under the terms of this Agreement while occupying such

positions. It is understood and agreed that employees so transferred or promoted shall retain their seniority for the duration of this Agreement but shall not accrue seniority from the date transferred or promoted out of the bargaining unit.

ARTICLE 10.00.00 MANAGEMENT/SUPERVISORS

10.01.00 Due to the complexity of the systems needed to support the Government mission, certain specialized functions may cause some work overlap in supervision and work performed by employees covered by this Agreement. Any bargaining unit work performed by management will be restricted to those requirements beyond the capability and technical expertise of Bargaining Unit employees.

10.02.00 It is understood and agreed that supervisory personnel may perform work of employees covered by the Agreement under the following conditions.

10.02.01 For the purpose of instructing and training employees.

10.02.02 Under emergency conditions.

10.02.03 When an employee fails to report to work and other qualified employees are not available.

10.02.04 In order to prevent injury to employees or damage to property.

10.02.05 In circumstances which bargaining unit employees lack the technical ability to perform the work required.

10.02.06 When supervising three (3) or less employees performing work on the contract on the second (2nd) or third (3rd) shift.

ARTICLE 11.00.00 HOURS OF WORK

11.01.00 No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week. Employees shall not be required to utilize vacation or paid personal time in lieu of a reduction in force.

11.02.00 Eight (8) consecutive hours or ten (10) consecutive hours, as set forth in 11.03.00, exclusive of a lunch period of no less than thirty (30) consecutive minutes nor more than one (1) hour, shall constitute a standard work shift.

11.03.00 The normal work week shall consist of seven (7) consecutive days, beginning at 0001 hours Friday. The Company may establish work week schedules consisting of either five (5), eight (8) hour work days and two (2) consecutive days off within the work week which are to be considered as the sixth (6th) and seventh (7th) day of the work week or four (4) ten (10) hour work days and three (3) days off within the work week, two (2) of which must be consecutive. The first (1st) day off will be considered the fifth (5th) day of the work week, the second (2nd) day off will be considered the sixth (6th) day of the work week and the third (3rd) day off will be considered the seventh (7th) day of the work week.

11.04.00 Regular work shifts for purposes of shift premiums shall be established as follows:

- (a) The first (day) regular shift will begin between 4:00 a.m. and 10:59 a.m.
- (b) The second (afternoon) regular shift will begin between 11:00 a.m. and 7:59 p.m.
- (c) The third (night) regular shift will begin between 8:00 p.m. and 3:59 a.m.

11.05.00 A non-regular work week is defined as follows:

- (a) When scheduled for a five (5) day work week, as defined in 11.03.00, with other than Saturday and Sunday as the two (2) scheduled days off.
- (b) When scheduled for a four (4) day work week, as defined in 11.03.00, with other than Saturday or Sunday as one (1) of the two (2) consecutive days off.

11.06.00 When shift start time changes are made seven (7) calendar days before the beginning of the work week as defined in 11.03.00 above, such affected employees shall receive no additional compensation. Such changes shall be communicated via an internal posting process.

11.06.01 In the event shift start time changes are not made seven (7) calendar days before the beginning of the employee's work week as defined in 11.03.00, the employee shall be compensated for all hours worked outside his previously established shift at one and one-half (1 & 1/2) times his regular straight time rate of pay, except in the event that the shift start time changes are not made at the beginning of the employee's work week when such changes are occasioned by climatic conditions and the specific task to be completed.

11.07.00 The Company shall permit the employee to take a ten (10) minute rest period during each half of the work shift, which may be taken without loss of pay. When climatic conditions warrant and operational requirements permit, management may direct additional rest periods without loss of pay. The Company shall permit the employee to take a ten (10) minute rest period at the end of his shift prior to the commencement of scheduled or unscheduled overtime. Lunch will not be taken in conjunction with the ten minute breaks.

11.08.00 If a full time employee reports for work in accordance with instructions, he

shall receive a minimum of his normal regular scheduled hours pay at that day's base rate or premium rate, whichever applies. Report time will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of his own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to a verified industrial injury will be paid for the balance of his shift at this base rate.

11.08.01 An employee recalled to work after completing his regular shift is to be paid the appropriate overtime rate for the time worked if he elects to go home upon the completion of the work he was recalled to do. Said employee shall be guaranteed a minimum of four (4) hours work or pay. If said employee is required to work over four (4) hours, said employee shall be guaranteed six (6) hours pay at the appropriate rate of pay. If said employee works over six (6) hours, said employee shall be guaranteed eight (8) hours at the appropriate rate of pay.

ARTICLE 12.00.00 OVERTIME

12.01.00 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

12.02.00 It is understood and agreed that the Company reserves the right to require employees covered hereby to perform a reasonable amount of overtime work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as is possible.

12.02.01 The Company will attempt to meet its daily overtime requirements, anticipated to be in excess of one (1) hour, on a voluntary basis by seniority among the employee(s) present in the classification on that shift in the section where he is performing the work on a straight time basis. The Company will attempt to meet its overtime requirements for Saturdays, Sundays and holidays, on a voluntary basis by seniority among the employee(s) in the classification on that shift in the section who normally perform the work on a straight time basis. To identify volunteers desiring to work overtime employees may sign an overtime roster displayed on a company bulletin board in the Section. The posted rosters shall include the next six (6) consecutive days. The posted roster shall include spaces for the employee(s) printed name, seniority date, shift, employee number, contact number or contact reference and signature. When overtime is necessary in the Section, the Section Supervisor will assign the most senior employee(s) from the roster. If there are insufficient volunteers the supervisor may offer the overtime to other employees in the Section on that shift. If there are still insufficient volunteers, the least senior employee in the classification, in the Section, on that shift, will be assigned. The least senior employee present shall be forced on a daily basis. The least senior employee who normally performs the work on straight time basis shall be forced for Saturdays, Sundays and holidays. Any employee who is temporarily assigned to another section for less than one (1) full shift shall be eligible for overtime in the section he was temporarily assigned to for that day, as set forth herein.

12.02.02 It shall not be mandatory that any employee in the bargaining unit work more than fourteen (14) consecutive days without two (2) consecutive days of rest. Once an employee has worked fourteen

(14) days, the employee is entitled by right to take the next two (2) consecutive days off. The employee has the option to choose any two (2) consecutive days off thereafter and shall be given those two (2) days off so long as both parties mutually agree to those two (2) days. The Company shall not unreasonably deny the employee of his choice of those two (2) consecutive days.

12.02.03 For the Public Works Division only, overtime for emergency and urgent conditions as defined in TE-C-2-1 SPEC, Work Request Procedures of DAKF04-00-C-0002, Book 3, hereinafter referred to as "priority conditions", or as determined by the Company shall be assigned as follows:

(a) The most available employee shall be dispatched to the work site and may work continuously as needed until the "priority condition" is controlled or completed, or to the time he is relieved to go home for the day, whichever is sooner.

(b) On the following shift after the "priority employee" is relieved, the selection of his replacement shall be done in accordance with 12.02.01.

12.03.00 Overtime is calculated from the start of the assigned workweek until the end of the seventh (7th) day. Overtime shall be paid on the following basis for employees who are assigned to a five (5) day eight (8) hour schedule.

12.03.01 For hours worked in excess of eight (8) in a day at one and one-half (1 & 1/2) times the effective hourly rate.

12.03.02 For hours worked in excess of forty (40) in a work week at one and one-half (1 & 1/2) times the effective hourly rate. Hours paid

for sick leave, holidays, vacation, bereavement leave, military leave, medical appointments during working hours for Worker's Compensation, jury duty and time spent in arbitration for three (3) stewards shall be considered as time worked.

12.03.03 For hours worked on the seventh (7th) day in the work week, (second {2nd} regularly scheduled day off) at two (2) times the effective hourly rate, provided the employee has not had an unauthorized absence during the employee's regularly scheduled work week.

12.03.04 For hours worked in excess of a twelve (12) hours continuous period at two (2) times the effective hourly rate.

12.04.00 No overtime shall be worked except by direction of the proper supervisory personnel of the Company.

12.05.00 There shall be no pyramiding of overtime premium payments.

12.06.00 The Company may establish a basic straight-time work week of four (4) ten (10) hour days as follows:

12.06.01 Ten (10) hours work shall be offered each employee in the affected group. When an employee requests to work less than ten (10) hours per day, and such request is approved by the Company, he shall be paid at his regular hourly rate for the time actually worked.

12.06.02 The fifth (5th) day worked in any work-week shall be paid for at one and one-half (1 & 1/2) times the regular hourly rate.

12.06.03 All hours worked in excess of twelve (12) hours (excluding one-half (1/2) hour for lunch) in any one day, or fifty (50) hours in any work week or on the seventh (7th) day of the work week (third regularly scheduled day off) shall be paid at two (2) times the regular hourly rate, provided the employee has not had an unauthorized absence during the employee's regularly scheduled work week.

12.07.00 "Regular Straight Time Rate" is defined as the wage rate shown for each classification on the wage schedule in Appendix "A" to this Agreement.

12.08.00 The wearing of beepers or standing by for a phone call for emergency calls shall be on a voluntary basis only. If no one volunteers, the Company will call for people by seniority. If no senior employee(s) volunteers to come to work, the junior employee(s) may be forced to report to work. Wearing of beepers on or off the job site is not compensatory time.

12.09.00 An employee who has worked overtime, either scheduled or unscheduled, during the work week shall not have his regular work schedule altered for the balance of the work week for the sole purpose of avoiding the payment of additional overtime. However, this provision shall in no way be interpreted as being any guarantee of hours of work. No employee shall be permitted to change shifts or otherwise alter his work schedule by his own request in a manner whereby the payment of overtime would be required.

12.10.00 For the purpose of this Agreement, "effective hourly rate" is defined as the hourly rate resultant from dividing the employee's total basic remuneration for employment for the work week by the employee's total number of hours worked, plus the total number of hours paid but not worked, in the work week.

ARTICLE 13.00.00 WAGE RULES

13.01.00 The Company shall pay the scale of wages included in Appendix "A" made a part hereof.

ARTICLE 14.00.00 PREMIUM PAY

14.01.00 A shift differential premium of thirty cents (\$.30) per hour will be paid to all full time bargaining unit employees working on the second (2nd) shift as defined in 11.04.00 (b).

14.02.00 A shift differential premium of forty cents (\$.40) per hour will be paid to all full time bargaining unit employees working on the third (3rd) shift as defined in 11.04.00 (c).

14.03.00 With respect to the second (2nd) (afternoon) and the third (3rd) (night) shift, shift differential premiums shall be determined by the full time employee's start time in the work day as defined in 11.04.00 (b) and (c).

14.04.00 A shift differential premium of thirty five cents (\$.35) per hour will be paid to all full time bargaining unit employees working a rotating shift schedule. A rotating shift schedule is defined as a schedule where the employee is assigned to regularly work two (2) or more different full whole shifts (day, afternoon and/or night) as defined in section 11.04.00.

14.05.00 Shift differential premiums will be paid to all full time bargaining unit employees for any overtime hours worked provided an employee is otherwise qualified for premium payment in accordance with paragraph 14.01.00 or 14.02.00 or 14.04.00 above.

14.06.00 Any full time employee working a non-regular workweek shall receive a premium of twenty cents (\$.20) per hour.

14.07.00 Part time employees shall not be eligible for any shift premiums as contained in this Section. In lieu of any said shift differential, part time employees shall receive a premium of thirty cents (\$.30) added to the fringe benefit payment as stated in Section 30.12.00.

14.08.00 Personnel permanently assigned to Mount and Range Branch in the classification of Lead Equipment Operator MOUT, Equipment Operator MOUT, Electrician Mount, Power Generator Mechanic MOUT, Range Maintenance Worker Mount, Maintenance Mechanic Mount, Equipment Mechanic MOUT, Property Management Specialist MOUT, Electronic Equipment Repairer, Range Support Specialist and Range Operations Specialist will have their base rate of pay adjusted one dollar (\$1.00) an hour for all hours worked

14.09.00 The Company agrees to a one time pay adjustment of \$0.50/hour for personnel in the existing classifications:

Equipment Mechanic at Recycling	Laborers - Refuse
Lead Refuse Labor	Lead Refuse Collector
Lead Refuse Vehicle Operator	Refuse Vehicle Operator

ARTICLE 15.00.00 HOLIDAYS

15.01.00 The following eleven (11) days are designated as holidays:

New Year's Day	Martin Luther King, Junior's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
Floating Holiday	

In addition to these holidays, employees shall be granted, subject to the approval of the Contracting Officer, any holiday that may hereinafter be

established by an Act of Congress of the United States or by Proclamation of the President of the United States.

15.01.01 The Floating Holiday referred to in this Article shall be requested in writing at least seven (7) calendar days in advance by the employee (but not later than December 24 of any year) to be taken at a time mutually convenient to the employee and the Company. The employee may request to take a regularly scheduled workday as a floating holiday. The Company shall not unreasonably refuse to agree to a time that is convenient to the employee. If the original requested date cannot be agreed to, the Company and employee shall agree to a mutually acceptable alternate day to be taken within thirty (30) calendar days following receipt by the Company of said employee request. Once the employee and the Company agree to a time mutually convenient, the time selected for the holiday shall not be changed unless the employee and the Company agree to do so.

15.02.00 In order to be eligible for unworked holiday pay as hereinafter provided, an employee shall have met all of the following:

- (a) Have completed thirty (30) calendar days of employment.
- (b) Be in the active employ of the Company on the date of the holiday (i.e., not on leave of absence for any reason, or layoff).
- (c) Has no unauthorized non-paid absence on the scheduled workday immediately preceding or immediately following the holiday.
- (d) Worked his regularly scheduled work shift on the holiday if scheduled to do so unless prevented from doing so by legitimate

compelling reasons.

- (e) Exception to these requirements is: if the employee can furnish proof from a licensed medical provider that because of illness or injury he was unable to work on either of such shifts.

15.03.00 For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the group insurance plan, shall be considered as time worked.

15.04.00 It is understood and agreed that the Company reserves the right to require employees to work on a holiday. When employees are required to work on a holiday, in addition to holiday pay at the regular straight time rate as provided in this Article, they shall receive two (2) times their effective hourly rate of pay for all hours worked.

15.05.00 Should one of the holidays authorized by paragraph 15.01.00 above fall on a regularly scheduled day off, employees will be paid for this holiday at their regular straight time rate of pay.

15.06.00 Should any holiday authorized in paragraph 15.01.00 above occur on a Saturday, the preceding Friday will be considered the holiday. Should any holiday authorized in paragraph 15.01.00 above occur on a Sunday, the Monday following will be considered the holiday.

15.06.01 For those employees who regularly work on 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 purposes of this Article 15.00.00. 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.

15.07.00 With respect to holidays, employees working a work week of four (4) ten (10) hour days shall have their Saturdays and Sundays designated as follows:

15.07.01 When an employee has two (2) consecutive days off, the first day off shall be considered Saturday and the second day off shall be considered Sunday.

15.07.02 When an employee has three (3) consecutive days off, the second day off shall be considered Saturday and the third day off shall be considered Sunday.

15.07.03 When a holiday falls on an employee's regularly scheduled day of work, and he is not required to work on that day, and his regular scheduled work week consists of four (4) ten (10) hour days, he shall be paid as a holiday premium, ten (10) hours pay for that day and that shall be considered as ten (10) hours worked for the purpose of computing overtime in that work week.

15.07.04 When a holiday falls on an employee's regularly scheduled day of work and the employee works on that day, he shall be paid as a holiday premium ten (10) hours pay for that day and shall be paid, in addition, two (2) times the contract rate of pay for the number of hours that he actually works but for no less than ten (10) hours.

15.07.05 When a holiday falls on an employee's regular day of rest, and he does not work, he shall receive holiday premium of ten (10) hours of pay.

15.07.06 In the event a holiday falls on an employee's regular day of rest, and the employee is required to work, he shall be paid two (2) times his contract rate of pay for working that day plus a holiday premium of ten (10) hours of pay.

15.08.00 Part time employees are eligible for Holiday pay on a pro-rata basis determined by the number of non-overtime hours per week normally scheduled for work over the previous two (2) months as a percent of forty (40) hours per week.

15.08.01 Regular weekly work schedules for part-time employees shall not be interrupted due to the occurrence of a holiday within that work week. The intent of this provision is to prevent part-time employees from being bumped by other part-time employees from working their regularly scheduled work day.

ARTICLE 16.00.00 VACATIONS

16.01.00 Each employee covered hereby shall be entitled to two (2) weeks of vacation with pay following completion of one (1) year of service with the Company or at the facility, pursuant to Article 09.00.00 herein; two (2) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 09.00.00 herein up to and including five (5) years; three (3) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 09.00.00 herein, up to and including fourteen (14) years; four (4) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 09.00.00 herein, subject to the following rules.

16.02.00 Vacation credit shall accrue as follows:

16.02.01 During the first (1st) year of employment and during each

subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue one and fifty-four hundredths (1.54) hours of vacation credit per week for each creditable week.

16.02.02 During the sixth (6th) year and subsequent years of employment, through and including the fourteenth (14th) year, employees shall accrue two and thirty-one hundredths (2.31) hours of vacation credit per week for each creditable week.

16.02.03 During the fifteenth (15th) and each subsequent year of employment, employees shall accrue three and eight hundredths (3.08) hours of vacation credit per week for each creditable work week.

16.02.04 After the twentieth (20) years and each subsequent year of employment through and including the twenty fifth (25) year employees shall be credited with one additional day vacation per year. After twenty five (25) years and each subsequent year employees shall be credited two additional vacation days per year.

16.03.00 For the purposes of accruing vacation credit for full time and part time employees, a creditable work week shall be defined as follows:

16.03.01 A work week during which an employee works no less than one (1) full work day, or is on vacation or other paid leave, except as limited in paragraph 16.03.02 below.

16.03.02 The first (1st) four (4) full work weeks of any absence compensable under an insurance program.

16.03.03 Part time employees will accrue vacation on a pro rata basis determined by number of non overtime hours per week formally scheduled for work over the previous two (2) months as a per cent of forty (40) hours per week

16.04.00 Vacation pay shall be computed at the employee's regular straight time rate at the time of vacation, and shall be limited to those credits the employee has vested on the date of eligibility for such vacation.

16.05.00 Employees with less than six (6) full years of service may bank earned vacation credits to an amount equal to four (4) weeks of earned vacation. Employees in their sixth (6th) year up to and including their fifteenth (15th) year of Company service or at the facility pursuant to Article 09.00.00 herein and subsequent years may bank earned vacation credits to an amount equal to six (6) weeks of earned vacation: employees with more than sixteen (16) years of Company service or service at the facility pursuant to Article 09.00.00 herein may bank earned vacation credits up to eight (8) weeks of earned vacation; employees with more than twenty (20) years of Company service or service at the facility pursuant to Article 09.00.00 herein may bank earned vacation credits up to ten (10) weeks of earned vacation.

16.06.00 Weekly vacations must be requested no less than seven (7) days in advance and will, insofar as practicable, be granted as requested by eligible employees. When conflicts in requested periods of vacation arise, the employee having the greater bargaining unit seniority shall be given preference, with due consideration given to the timeliness of the conflicting request.

16.06.01 When an employee puts in his vacation request, the Company will respond to the request within seven (7) calendar days. The vacation period referred to in this Article shall be requested in writing at least seven (7) calendar days in advance by the employee. If the

original requested date cannot be agreed to, the Company and employee shall immediately agree to a mutually acceptable alternate day/week to be taken within thirty (30) calendar days following receipt by the Company of said employee request. Once the employee and the Company agree to a time mutually convenient, the time selected for the vacation period shall not be changed unless the employee and the Company agree to do so.

16.06.02 Vacation time of less than one week must be requested prior to the end of the preceding shift pursuant to the last sentence of 16.06.00

16.07.00 It is understood and agreed that final approval of vacation requests rests exclusively with the Company to assure orderly operation of the work area. It is however also agreed by the parties that there shall be a minimum of 20% of the work force in an area (or a minimum of one (1) employee) allowed vacation time off each week. Week long vacations shall have priority over less than one week requests.

16.07.01 At the employee's request, the employee shall receive his vacation pay prior to his vacation. Such request shall be made at least two (2) weeks prior to his vacation.

16.08.00 When a holiday, as defined in this Agreement, falls within the employee's vacation period, such holiday hours shall not be charged as vacation hours.

16.09.00 Employees who have completed their trial period shall vest vacation credits as accrued.

16.10.00 Employees who terminate employment will be paid all accrued vacation time.

- 16.11.00** In addition to weekly increments, vacation credits may be used in any amount up to an amount equal to the employee's regular work shift.
- 16.12.00** An employee who has at least forty (40) hours of vacation accrued may elect to be paid the excess of unused vacation one time each calendar year. Pay out of vacation is not to be counted as time worked for any other calculations.

ARTICLE 17.00.00 NON-PAID LEAVES OF ABSENCE

17.01.00 Limited personal leaves of absence of up to thirty (30) calendar days for sufficient cause may be granted by the Company upon application from employees who have completed their trial period. Requests for leave of absence must be made in writing and must be approved by the Company.

17.02.00 When an employee has been granted a personal leave of absence for a specified period of time, except for medical reasons, it will be the employee's responsibility to request an extension of such leave at least five (5) working days prior to such expiration if additional time is required.

17.03.00 Leaves of absence subject to the conditions stipulated in this Article may be granted for the reasons stated in the following paragraphs:

17.03.01 Leaves of absence for legitimate personal health reasons will be granted to an employee for a period of up to six (6) calendar months and may be extended when supported by satisfactory medical proof supplied by the employee. An employee requesting a leave of absence for medical reasons shall be subject to examination by the Company designated physician if the Company determines such examination is necessary. The employee shall be given written instructions, with a copy sent to the Union, at the time he begins such leave of absence that if an extension beyond six (6) months is needed and then denied, he

may be terminated. It is the intent of the parties that the six (6) months leave of absence shall include a one time utilization of leave with medical coverage for the entire six (6) month period during the term of the agreement. If additional leaves of absence are needed during the term of this agreement, said medical coverage shall be paid in compliance with the requirements of the Family Medical Leave Act (three (3) months additional medical coverage in accordance with the Act) and Article 30.00.00 of this Agreement.

17.03.02 An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the full release of his personal physician and subject to the approval of the Company and provided work is available. While on leave of absence for personal health reasons the employee shall notify the Company as to his potential of returning to work following each visit to the physician and shall provide the Company with medical evidence of his continuing disability.

17.03.03 Leaves of absence in compensable injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.

17.04.00 When leaves of absence are granted, the employee, upon return to active employment, will be returned to his job if such job exists, or to a job of like classification, and provided the employee's qualifications and seniority standing entitles him to the position. However, if circumstances have eliminated such comparable jobs, the employee will be reclassified to the most nearly comparable vacant position for which the employee possesses the necessary skill and ability. The Company shall have the prerogative to backfill

approved LOA by filling each vacancies from within the bargaining unit. Vacancies shall be filled at the choice of the Company and shall be for the duration of the LOA. The Company shall notify the Union of the name of the person who is receiving the LOA, the name of the person backfilling their position and the expected duration of the LOA. The Company shall keep the Union notified of the status of the LOA (time frame) and the employee replacing the LOA on a bi-weekly basis, in writing or upon the return to the position, whichever comes first. Upon return from LOA, such person shall return to their previous position and the employee temporarily backfilling the LOA position shall be immediately moved back to their previous position.

17.05.00 During such periods of unpaid leave, the employee shall retain and accrue seniority, unless expressly limited by other provisions of this Article.

17.06.00 Any member of the Union shall, on written request by the Union, be granted a leave of absence for Union activities for a one (1) year period. Employees on such leave shall retain but not accrue seniority. Not more than one employee shall be on such leave at any one time. The employee on such leave shall not be entitled to any pay or benefits provided for herein.

17.06.01 When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with his qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.

17.06.02 Leaves of absence for Union business will be granted to representatives of the Union who are employees of the Company and employees who have been selected by the Union and its

representatives not to exceed three (3) days to attend such functions as conferences, conventions, and Union educational courses, provided five (5) work days advance notice is given in writing to the Company and the request does not interfere with customer requirements. However, not more than four (4) employees may be on such leave at any one time.

17.07.00 Any member of the Union shall, upon written request, be granted a leave of absence to pursue and serve in local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority. The employee on such leave of absence shall not be entitled to any pay or benefits provided for herein.

17.08.00 The parties agree to comply with all state and federal regulations and statutes concerning leaves of absence including the Family Medical Leave Act and the American With Disability Act.

ARTICLE 18.00.00 PAID PERSONAL LEAVE

18.01.00 Regular full-time employees as defined in 30.03.00 who have completed their trial period shall be able to take paid personal leave. Paid personal leave shall accrue at the rate of one and fifty-four hundredths (1.54) hours for each creditable workweek as defined in 16.03.01 and 16.03.02.

18.01.01 After seven (7) years of employment, regular full-time employees shall accrue paid personal leave at the rate of one and sixty-nine hundredths (1.69) hours for each creditable work week as defined in 16.03.01 and 16.03.02.

18.01.02 After ten (10) years of employment, regular full-time employees

shall accrue paid personal leave at the rate of one and eighty-five hundredths (1.85) hours for each creditable work week as defined in 16.03.01 and 16.03.02.

18.02.00 All personal leave hours shall be credited to the employee's account. Personal leave may be utilized for sickness, medical appointment, or personal reasons.

18.03.00 The employees and the Union recognize their obligation to prevent unnecessary absence or any other abuse of this personal leave provision. The Company and the Union recognize the existence of bona fide family emergencies and employees shall be able to utilize personal leave for such purposes.

18.04.00 An employee who is prevented from reporting for work by reason of sickness or injury shall promptly notify his immediate supervisor of his inability to report for work, giving the reason for the absence. When an employee desires to utilize personal leave for reasons other than illness or injury such time off must be requested in advance if possible and taken at a time mutually convenient to the employee and the Company.

18.05.00 Approved paid personal leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday.

18.06.00 Personal leave cannot be taken once the employee has evidenced his intent to leave the employ of the Company, unless approved by the Division Manager.

18.07.00 Paid personal leave shall be considered as time worked for the purpose of computing overtime.

18.08.00 Employees will be allowed to carry over personal leave credit from year-to-year, without limitation.

18.09.00 Employees who terminate employment will be paid all accrued Paid Personal Leave.

18.10.00 Part time employees who work 32 hours or more in a given week will accrue PPL at the rate stated in 18.01.00. For this article a creditable workweek is defined as 32 or more hours actually worked in a given week.

ARTICLE 19.00.00 MILITARY LEAVE

19.01.00 Any employee who enters into active service in the Armed Forces of the United States will be given a leave of absence and will accumulate seniority during such period of service. The parties to this Agreement shall comply with current applicable state and federal legislation concerning military service.

19.02.00 An employee who is called to and performs short term active duty of thirty (30) days or less within a calendar year, including annual active duty training as a member of the United States Armed Forces Reserve or National Guard, shall be paid by the Company the difference between his military rate of pay and his Company rate of pay, exclusive of all premiums. The employee must present a copy of his orders to the Company as soon as he receives them. Upon return from active short term duty the employee must present pay vouchers so that the calculation of the difference may be made.

19.02.01 The Company's obligation to pay an employee for performance of military duty under this Article is limited to a maximum of thirty (30) working days in any calendar year.

ARTICLE 20.00.00 BEREAVEMENT LEAVE

20.01.00 Up to three (3) days bereavement leave with pay seven (7) days for multiple deaths), will be granted to an employee(s) on the active payroll who, because of death(s) in the immediate family, takes time off from work during his/her normal work schedule. Such pay shall be for normal regularly scheduled hours at

his/her regular straight time rate, including shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave must be taken within seven (7) days (ten (10) days for multiple deaths) following the death(s). Proof of such death(s) shall be provided to the Company within seven (7) days after taking bereavement leave. Such proof may be in the form of an obituary, death certificate or funeral home notice.

20.01.01 For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as follows: Spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepbrother, stepsister, half-brother, half-sister, stepchildren, and foster children.

ARTICLE 21.00.00 JURY DUTY

21.01.00 An employee required to serve on a jury and who misses work shall be paid the difference between his straight-time earnings and the amount paid him for jury duty, provided he furnishes proof of such jury duty and provided the hours of jury duty occur during the individuals regularly scheduled shift or as otherwise provided herein.

21.01.01 Pay for such time lost shall be computed at the employees' regular straight-time rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of their normal regularly scheduled hours or in excess of forty (40) in any work week.

21.01.02 To be eligible for payment of jury service pay, employees must notify their supervisor no later than the completion of their regular

work shift next following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury service pay until such time as they present to the Company a stamped, dated document from the court attesting to the date or dates of such jury service, and the fee or compensation paid to them by the court, exclusive of transportation allowances.

- (a) If a first shift, sometimes known as day shift, employee is released by the court by 11:00 a.m., he shall be required to report to work after release from jury duty. If a day shift employee is released by the court after 11:00 am, he shall be required to work his next scheduled workday.
- (b) If a second or afternoon shift employee is released by the court by 12:00 noon, he shall be required to work his scheduled shift. If a second or afternoon shift employee is released by the court after 12:00 noon, he shall not be required to work his scheduled shift on that day.
- (c) A third shift employee shall not be required to work his scheduled shift immediately prior to his first morning of jury duty. If a third shift employee is released by the court by 3:00 p.m. and not scheduled for jury duty the following day, he shall be required to work his scheduled shift that night. If a third shift employee is released by the court after the 3:00 pm he shall not be required to work his scheduled shift that night.

21.02.00 Employees responding to a subpoena as a Company witness are considered to be on paid time.

ARTICLE 22.00.00 PROMOTIONS/TRANSFERS/TEMP ASSIGNMENT

22.01.00 In order to provide maximum stability to insure the even flow of operations,

the security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign or upgrade employees to areas within such employee's section, and where not possible, temporarily assign or upgrade employees to other departments within the Company as the work load dictates for up to forty-five (45) calendar days. Such temporary assignments shall be made in accordance with the provisions of Section 22.01.01. It is agreed that the forty-five (45) calendar day period may be waived by mutual Agreement between the Company and the Union.

22.01.01 When a temporary assignment is required in a given classification, the Company shall offer that assignment to the most senior qualified employee in that job classification desiring to work that assignment. However, in the event no qualified employee desires to work the assignment, it shall be the prerogative of the Company to require the least senior qualified employee(s) to perform that assignment.

22.01.02 Assignments to shifts will be made whenever necessary. Temporary shift assignments and work schedules will be made within the work section in the inverse order of seniority provided there are no senior volunteers and provided the individual has the skill and ability to perform the job duties. However, when an employee is temporarily upgraded to another classification in a section other than their own section, that employee shall not use his seniority for preference of shifts or scheduled workweek.

22.01.03 When making temporary assignments to other shops, the Company shall ask for volunteers by seniority within the classification. Failing enough volunteers, the junior employees may be required to temporarily transfer.

22.01.04 For permanent shift assignments and work schedules, volunteers will be solicited by posting and selection will be made in accordance with Article 22.00.00.

22.01.05 If the Company requires a permanent position within a branch without increasing personnel, (i.e. moving individuals from section to section or from shift to shift), that position need not be posted, but shall be offered by seniority within the affected classification and, failing sufficient volunteers, shall be filled by requiring the junior employee(s) within the classification to fill the position.

22.01.06 Employees temporarily upgraded to a job classification assigned a higher rate shall receive the rate of the higher job classification based on their standing in the progression schedule, or continue at their present rate, whichever is greater. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment. Pay increases relative to such temporary upgrades shall become effective at the time the employee assumes the new assignment.

22.02.00 When it is determined by the Company that a vacancy in a job classification covered hereby exists, and that such vacancy shall be filled, the vacancy shall be posted on Company bulletin boards for bidding along with bid forms. Having posted such vacancy in accordance with the above, there shall be no requirement for the Company to again post such vacancy for a period of thirty (30) days from the prior posting date. However, each successive vacancy shall be posted and bid separately. Such notice shall contain the following information:

(a) Job Classification;

- (b) Department, Branch Location and Section;
- (c) Specific Initial Shift,
- (d) Qualification Requirements;

(e) Wage Rate;

(f) Required reporting date and time;

(g) Date and time after which bids will no longer be accepted; and

(h) Specific workweek schedule.

(i) Once an employee has accepted and signed an internal bid offering, said bid cannot be rescinded without management concurrence.

22.02.01 The Company shall furnish a copy of the job posting at the time of posting to the Chief Shop Steward.

22.03.00 Regular vacancies shall be posted and held open for a period of five (5) work days. It is understood and agreed that the Company may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled

22.04.00 An employee may not apply for a posted position unless he/she has been in his/her current position for a period of six (6) months or as designated in 22.07.00 below. This provision applies only to MWR.

22.05.00 Bids must be in writing to the Human Resources Manager, who shall affix thereto the date and time to validate timely filing, with a copy to the Chief

Steward or designated representative. Bids received after the closing date will not be considered.

22.06.00 The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Temporary vacancies expected to be of not more than forty-five (45) calendar days need not be posted. It is agreed that the forty-five (45) calendar day period may be waived by mutual agreement between the Company and the Union.

22.07.00 When an employee covered hereby is awarded a posted position, and such employee fails to satisfactorily perform the duties thereof pursuant to the provisions of 22.11.00 within thirty (30) days actually worked after assuming the position, the employee will be returned to the job last held prior to the bid award, provided the classification has not been abolished. Employees so returned shall not be eligible to bid again for the job from which they returned for a period of six (6) months. However, said employee regains his right to bid on any other open position immediately.

22.07.01 Employees will not be awarded a job when such award would create a conflict of interest, that is when the position would report to, either directly or indirectly, to a family member in management / supervisor level position, a family member as family is defined in Article 20.01.01, or when in the accounting office if family members are in the bargaining unit.

22.08.00 An employee awarded a job vacancy shall be reclassified to the promoted job classification as of the first day of work on the job. Such reclassification shall occur no later than fourteen (14) calendar days after the job is awarded. However, if such assignment cannot be physically made, the employee shall be entitled to the higher rate of pay on the date the assignment should have been made.

22.09.00 The notice of bid award shall be posted on Company bulletin boards within five (5) working days after the job bid has been closed. The Company will notify those who applied, in writing, as to the reasons why they were not selected within three (3) working days after the bid award has been posted. The job description posted and awarded shall be placed in the successful bidder's personnel file.

22.10.00 Nothing in this Agreement shall be construed to prevent an employee from performing work which is below his classification when required to do so by the Company. Such employee shall not suffer a reduction in pay.

22.11.00 Bids shall be awarded on the basis of the employee's seniority, provided the senior employee meets the minimum job prerequisite qualification of the posted position and provided the employee can perform the work required, and can demonstrate that he can become acceptably knowledgeable to perform the duties of the posted position within thirty (30) worked days. The waiving of any of the minimum prerequisite qualifications will result in the posting being awarded solely by seniority to the senior bargaining unit employee bidding for the vacant position. All employees of IAP World Services, Inc. Fort Irwin may bid on any posted vacancy.

22.12.00 With respect to Lead positions, the Company will consider all bidders on the basis of (a) qualifications, (b) ability to perform the duties of the posted position and (c) seniority. When it is determined that factors (a) and (b) are substantially equal, then and only then (c) shall govern.

22.13.00 If there are no qualified bidders or no bids the Company may fill the opening as it deems appropriate. Entry level positions need not be posted. Entry level is defined as Recreation Assistants and Laborers.

22.14.00 When selecting employees for temporary upgrades under paragraphs 22.01.00 and 22.01.01 the procedure shall be as follows:

- (a) Upgrade the qualified senior employee in the affected section.
- (b) If there are no volunteers, the junior qualified employee in the section may be required to perform the work.

(c) If there are no qualified employees in the affected section, the Company will then go to the qualified senior employee in the branch, and failing to find a qualified person in the branch the Company will go to the division. It is understood that the Company may force the affected junior qualified employee to do the work required.

(d) All temporary upgrades require prior Supervisory approval prior to employee performing the upgrade assignment.

22.14.01 The Company shall notify the Union of its intention to create a new section or to revise any such section. Said notice shall be given to the Union in advance of the implementation of such new or revised section provided operational requirements permit.

22.15.00 Davis-Bacon Upgrades.

22.15.01 The most available employee is dispatched to the job site and works continuously as needed until the emergency has been controlled and the project is completed or to the time he is relieved to go home for the day, whichever is sooner.

22.15.02 On the following shift after the "Emergency Employee" is relieved; the selection of his replacement shall be done in accordance with Section 22.15.05 below.

22.15.03 The term "Emergency" as used in this section shall be as defined in TE-C-2-1-SPEC, Work Request Procedures of DAKF04-00-C-0002, Book 3.

22.15.04 When a service order starts as routine but is later determined to exceed the Davis-Bacon threshold, the employee who starts the service order shall, on the day following discovery of cost exceeding the Davis-Bacon threshold, be replaced on the project in accordance with Section 22.15.05 below.

22.15.05 When the service order is identified before the start of work as costing over the Davis-Bacon threshold (routine schedule B projects) the service order is started by the senior qualified employee in the classification needed for the project who is present on the day the service order is begun. On work which commences as Davis-Bacon work, the senior qualified employee in the classification must be afforded one opportunity to perform such work. If the senior employee rejects the work, such employee shall not have standing to bid such project on the subsequent days nor shall the senior employee invoke seniority in the midst of the shift. This shall not apply to any cases involving 08.04.00.

22.15.06 For priority schedule B projects assigned by the government the project is assigned to the senior employee in the classification who is present when the project is started. Present is defined as available within thirty (30) minutes. The provisions of Section 22.15.05 also apply.

22.15.07 The Company will utilize bargaining unit employees for Davis-Bacon work whenever possible in compliance with 32.09.00.

ARTICLE 23.00.00 NEW OR REVISED JOB CLASSIFICATIONS

23.01.00 The Company shall notify the Union of its intention to create a new job which is not now covered under this Agreement or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such new job or revision of an existing classification provided operational requirements permit.

23.02.00 The wage rate for such new or revised job classification shall be established by the Company in a reasonable relationship by assessing the job duties to be performed in relation to other job classifications covered by this Agreement. The Union may pursue the wage rate established through the grievance and arbitration procedure if the Union feels the wage rate established is inappropriate.

23.03.00 Wage inequities within classifications are subject to review by the Company and Union. This process shall not be subject to the grievance procedure, including arbitration.

ARTICLE 24.00.00 REDUCTION AND RESTORATION OF FORCES

24.01.00 For the purpose of an indefinite layoff i.e., surplussing in a classification and/or decreasing the work force, employees shall be surplussed/laid off as follows.

24.01.01 Senior employees with a layoff request on file will be laid off first. Then probationary employees in the classification affected shall be terminated, provided there are available senior employees remaining in the classification affected who have the ability to perform the work of the probationary employees to be displaced.

24.01.02 Thereafter, employees in the affected classification having the least seniority shall be laid off. Lead employee(s) affected shall be

determined by (a) qualifications, (b) ability to perform the duties of the posted position and (c) seniority. When it is determined that factors (a) and (b) are substantially equal, then and only then (c) shall govern. Such employee who would otherwise be laid off shall, if he has the qualifications to perform the work, be allowed to:

- (a) Displace the least senior employee in another classification of equal or comparable pay (within ten percent (10%) plus or minus of his current pay rate); or
- (b) a verifiable position previously held; or
- (c) a position posted for bid; or
- (d) any lower paid position, provided he is qualified to perform the work; or
- (e) displace the least senior employee in an entry level position provided he is qualified to perform the work; or
- (f) Elect a lay off and await recall to any job classification he is qualified to perform.

24.01.03 At the time an employee is given notice that he is being laid off/surplussed from his classification, he must within two (2) working days (excluding Saturday, Sunday and Holidays) notify the Human Resource Office that he wishes to exercise the above listed option or he shall be laid off effective the date stated in the layoff notice. An employee's personnel file as it exists two (2) days after at the time of the Company issues the lay-off notice,

including on the job experience as shown in the personnel file and the job description shall be the determining factor.

24.02.00 When decreasing the work force in connection with an indefinite layoff, the Company shall give the least senior employee(s) in the classification to be surplussed and the Union at least seven (7) calendar days notice. Affected employees on leave of absence or temporarily laid off may be notified of an indefinite layoff by certified letter, or other documented and verifiable means sent to their last known address as shown on the Company records. Employees actually laid off as a result of being displaced by a more senior employee under Section 24.01.02 are not subject to the seven (7) calendar day notice provision but will receive two (2) working days notice. The seven (7) calendar day notice provision does not apply if the surplussing does not result in forced lay-offs.

24.03.00 The Human Resources Manager will assign employee(s) to the classifications in accordance with this Article.

24.04.00 When a vacancy exists in the department and classification from which an employee(s) has been displaced, the employee with the greatest seniority shall be offered reinstatement to his former classification without recourse to Article 22.00.00. The intent of this provision is to offer the available positions to those individuals who formerly occupied those positions immediately prior to the reduction of those classifications, by seniority, whether actively employed or on layoff. An employee who elected a layoff may exercise his recall rights to his former job on the same basis as those employees who elected to exercise bump rights. Should that employee be unable to perform the work for any reason, he shall remain in the job to which he has been bumped or remain on layoff.

24.05.00 An eligible employee who has been laid off under paragraph 24.01.02 shall be

notified of recall to his former job as provided below.

24.05.01 For the purpose of recall, all laid off employees shall be recalled on the basis of their seniority provided that the employee has the qualifications to perform the work required. An employees recall rights or seniority shall not be interrupted should he decline to return to a lower rated classification from which he was laid off.

24.05.02 Notification of recall shall be made by the Human Resources Manager by certified letter, or other documented and verifiable means sent to the last know address as shown on the Company records. If the employee is on layoff from employment status, this notification may also be made verbally directly to the employee, but it must be followed in writing. A copy of each recall notice shall be provided to the Local Union.

24.06.00 An employee shall be deemed to have permanently forfeited his recall rights under this Article if he:

- (a) Except for the provision set forth in 24.05.01, declines the recall offer in writing.
- (b) Fails to respond to the written notification of recall within seven (7) working days of the date of mailing of the notice to the employee's last known address of record.
- (c) After verifiable contact with and instructions from the Company to report back to work and the employee fails to report back to work within five (5) calendar days of his response thereto.

24.07.00 An employee who is on layoff from employment status who does not meet the requirements of paragraph 24.06.00 shall be deemed to have voluntarily resigned his employment.

24.08.00 It is understood that the intent of this Article is that senior full time employees may bump in accordance with 24.01.02 to other full time positions or part time positions, if they desire, and senior part time employees may bump to other part time positions.

24.09.00 Failure of the employee to keep the Company advised in writing of his current address shall relieve the Company of all obligations indicated in 24.04.00 and 24.05.00 above.

ARTICLE 25.00.00 DISCHARGE AND DISCIPLINE/ABSENCE FROM WORK

25.01.00 It is understood and agreed that the Company may discipline or discharge employees covered hereby for just cause. Should an employee feel such action improper, the employee shall then be extended all the rights and privileges accorded by the Grievance and Arbitration Procedures contained herein provided the employee has completed the trial period defined in Section 09.01.00.

25.01.01 A disciplinary action shall not remain in effect if it has been found through the grievance procedure to have been unjustifiably issued, and in any event, it shall not remain in effect for a period for more than twelve (12) months at which time it will be removed from the employee's personal file (except documents required to remain in the employees personnel file through state or federal statutes or regulations, which shall be maintained as a sealed record). Access to the sealed record shall be safeguarded by the Human Resource Manager. Discipline relating to violence or serious harassment of fellow employees or people in the workplace will remain in the

personnel file of the employee for the duration of employment. This cannot be used for future discipline after twelve (12) months.

25.01.02 It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within fourteen (14) calendar days following knowledge by the Company of the occurrence of the alleged violation and such disciplinary action is subject to challenge by the Union or employee to whom the disciplinary action is issued in accordance with Article 26.00.00.

25.01.03 All forms of discipline, including warnings, shall be issued consistently with the offense committed and the individual's prior disciplinary history.

25.02.00 In all cases where disciplinary action notices or reprimands are given to employees, the Business Representative will routinely receive a written copy of said disciplinary action or reprimands.

25.03.00 Employees shall not leave work without prior permission from their supervisor.

25.03.01 Employees shall not be absent from work except as provided for in Appendix E, #3.

25.04.00 It is the duty of every employee who, for any reason, will be absent from work for a scheduled work day or who expects to report for work more than one (1) hour late to notify their supervisor or section manager of the reasons therefore as far in advance of the scheduled starting time as possible, but no later than the start of shift, indicating when they expect to report for work.

25.05.00 Should an employee not have proper cause for failing to report to work, or failing to report on time or for failing to report the reason therefore as provided herein, such failure shall be considered cause for disciplinary action. Such

discipline shall be applied consistently within the Bargaining Unit in accordance with Appendix "E".

25.06.00 In cases of layoff, or dismissal or suspension for just 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 at his last known address and to the Union office. The employee shall have the right to appeal the action shown on the slip provided the Union files a written grievance with the designated representative of the Company in accordance with Article 26.00.00.

25.07.00 Any discussions or conferences with employees which may lead to disciplinary action shall take place with a Steward (or the Chief Steward) present if the employee so desires.

25.08.00 Failure to follow established safety procedures, to utilize safety equipment or protective clothing, or to commit unsafe acts are considered cause for disciplinary action up to and including termination.

ARTICLE 26.00.00 GRIEVANCES

26.01.00 It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the application or interpretation of the provisions of this Agreement.

26.02.00 Pending the settlement of an alleged grievance, the employee(s) shall continue to work as directed by the Company, except for any employee who may be terminated or under disciplinary suspension.

26.03.00 Grievances are to be presented and considered in accordance with the terms of this Agreement.

26.04.00 There shall be no responsibility of the Company to make an adjustment on any grievance unless it is filed within fourteen (14) calendar days from the date of the event, otherwise it shall be waived.

26.05.00 It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

26.06.00 Issues not specifically covered by the terms and provisions of this Agreement shall be subject to the grievance procedure up to but not including arbitration. If the Company and the Union are unable to reach agreement in 26.11.00, the decision given in 26.11.00 by the Company shall be final and binding on both parties to this Agreement.

26.07.00 Any matters of contention between employees or the Union, and the Company, shall be initially discussed between the employee involved, if any, his Steward and the appropriate Company official. Nothing herein will preclude an employee from discussing any matter with any level of management. If such is not resolved at this informal step, the aggrieved party(s) shall proceed as provided below.

26.08.00 Any employee having a grievance shall file a grievance form through the Chief Shop Steward to his Division Manager within fourteen (14) calendar days after the date of the event. The grievance form shall set forth a statement of the grievance including the date and approximate time the event occurred which gave rise to the grievance, the details of the event and a summary of the Articles of the Agreement allegedly violated, and the specific remedy or relief requested and shall be signed by the employee. The Division Manager and the Chief Shop Steward shall meet within five (5) calendar days to endeavor to arrive at a satisfactory adjustment of the grievance. The Division Manager shall then render a written decision within seven (7) calendar days after discussion with the Chief Shop Steward.

26.09.00 If the written decision of the Division Manager is not satisfactory, the Union Business Representative shall file a formal grievance, which shall contain a detailed statement of the grievance, the facts upon which it is based, the specific Article or Articles of the Agreement allegedly violated and the specific remedy requested to the Labor Relations Manager provided such formal grievance is filed no later than fourteen (14) calendar days after receipt by Chief Shop Steward of the Division Manager's written decision. If such formal grievance is not filed within the time limits specified herein the Division Manager's decision shall be final and there shall be no further recourse.

26.09.01 Termination grievances may be filed by the Chief Steward to the Labor Relations Manager, subject to review by the Business Representative for the purpose of filing a formal grievance as set forth in 26.09.00 not more than fourteen (14) calendar days from the date of termination.

26.10.00 Under formal appeal as outlined above, the Labor Relations Manager shall meet with the Business Representative within ten (10) calendar days to endeavor to arrive at a satisfactory adjustment of the grievance. Upon the grievant(s) request, he shall be included in this meeting. The Labor Relations Manager shall render his written decision within seven (7) calendar days of the meeting with the Union Business Representative.

26.10.01 In the spirit of true Partnering, when the parties are unable to resolve the grievance as outlined in 26.10.00, either party may, within five (5) calendar days of said response, request in writing that the grievance be referred to a grievance panel comprised of two (2) persons designated by the Company and two (2) persons designated by the Union, none of whom shall be directly involved in the grievance, who shall hear the grievance and render a decision. If the panel decision is a deadlock, then either party may

then proceed to arbitration per 26.11.00. If a majority decision is reached, said decision shall be final and binding.

26.10.02 The function of said panel shall be under the same guidelines as outlined in 27.00.00. The panelist shall designate a chairperson for the purpose of presiding over the meeting and ensuring that the established procedure is carried out.

26.11.00 Except as provided in 26.06.00 above, any grievance arising out of interpretation or alleged violation of the terms and conditions of this Agreement which have been properly processed according to the grievance procedure herein established, and no satisfactory settlement has been reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Labor Relations Manager no later than ten (10) calendar days after receipt by the Union Business Representative of the decision rendered by the Labor Relations Manager or the last day on which such decision was due if none is received, whichever is sooner; otherwise, such decision shall be final and there shall be no further recourse.

26.12.00 All of the steps herein established may be waived and the parties may proceed directly to arbitration provided that there is mutual agreement between the parties to proceed directly to arbitration.

26.13.00 A grievance may be filed by an affected employee on behalf of the employee and other similarly affected employees. It is the intent of this section to eliminate the need for multiple filings of a grievance.

26.14.00 A grievance filed by the Company shall be presented to the Union Business Representative. The Labor Relations Manager or designee and the Union Business Representative shall meet within ten (10) calendar days to endeavor to arrive at a satisfactory adjustment to the grievance. The Union Business

Representative shall render his written decision within seven (7) calendar days of the meeting with the Labor Relations Manager or designee.

26.15.00 Any decisions not rendered within the time frames established shall be considered an unsatisfactory response and the party claiming to be aggrieved may proceed to the next step in the Grievance-Arbitration procedure.

26.16.00 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 machinery under the terms of this Article.

26.17.00 All settlements of grievances must be reduced to writing and are subject to approval by the Business Representative. The Business Representative must respond to the settlement within fourteen (14) calendar days from receipt of the settlement. Failure to do so shall cause the settlement to remain as settled.

ARTICLE 27.00.00 ARBITRATION

27.01.00 There shall be no grievances presented to arbitration until all steps of the grievance procedure have been utilized. All such grievances shall be considered finally settled and not subject to arbitration unless either party (the Union or the Company) first serves written notice of intention to arbitrate upon the other party during the first ten (10) working days after the final step of the grievance procedure.

27.02.00 Within seven (7) working days following the notice required in 27.01.00 above the representatives of the Union and the Company shall meet for the purpose of attempting to settle or adjust the dispute.

27.03.00 The Parties will jointly submit a signed statement setting forth the issue or issues to be decided by the IAP World Services-Teamster Joint Adjustment Board, the specific contract violations, and the remedy sought. The issue or issues shall be the sole matter to be decided by the IAP World Services-

Teamster Joint Adjustment Board. Should the parties fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the IAP World Services-Teamster Joint Adjustment Board shall determine at or before the hearing the issue or issues to be arbitrated.

27.04.00 In the true interest of partnering, there is hereby established an IAP World Services-Teamster Joint Adjustment Board (hereinafter referred to as the Joint Adjustment Board) which shall have the authority to perform the functions set forth in this Agreement and this grievance procedure. It shall be composed of two (2) regular members representing the Union, two (2) regular members representing the Company and one neutral member who shall be the Chairman of the Joint Adjustment Board. Each of the parties shall, within ten (10) days after the execution of this Agreement, appoint its regular representative and sufficient alternates and immediately notify the other party in writing of the name of each representative appointed. One regular member of each party shall be designated as the Chairman for that party.

27.05.00 The Joint Adjustment Board Chairman shall be selected by the regular members designated in accordance with the above. Each side, Union members and Company members, shall nominate nine (9) candidates for Chairman of the Joint Adjustment Board. From the list of eighteen (18) candidates the Union and the Company members of the Joint Adjustment Board shall select a total of five (5) nominees by alternately striking names until five (5) names remain. The side striking first shall be determined by lot. In the event a particular name appears on both lists however, that name shall automatically be included in the permanent list of five (5) names and only four (4) additional names would be selected by striking, etc.

27.06.00 From the list of five (5) permanent nominees a single name shall be selected in the same manner as described above and he shall be considered as the Chairman for a period of at least six (6) months to hear all matters to come before the Joint Adjustment Board. After the six (6) month period, if either the

Company or the Union desires, another name shall be selected from the list of three (3) names in the manner described above, and so on at each six (6) month interval.

27.07.00 The Joint Adjustment Board shall meet each month at a time mutually agreed to and shall in addition meet at the call of the Chairman. The Joint Adjustment Board shall issue decisions immediately upon hearing all evidence presented. If for any reason the Joint Adjustment Board requires additional time to deliberate on the matters presented, the Joint Adjustment Board may by majority vote grant an extension of time in issuing a decision for whatever period deemed appropriate by the Board members. A simple majority vote is required to dispose of items on the agenda.

27.08.00 All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Company. All fees and expenses of the Chairman shall be borne by the party against whom the Chairman rules.

27.08.01 If there is any question as to which is the losing party, or if a case is referred back to the parties without decision, or if there are decisions against more than one of the parties to the arbitration, the Chairman is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event, the decision of the Chairman on this issue shall be final and binding.

27.09.00 In addition to performing the functions set forth herein and this grievance procedure, the Joint Adjustment Board shall have authority to review and make recommendations to the parties on matters referred to it by the parties. The Joint Adjustment Board may, upon its own motion, make

recommendations, upon matters arising out of the interpretation, application and operation of the provisions of this Agreement.

27.10.00 All grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement, which have not been resolved in accordance with Article 26.00.00, shall be submitted for determination and shall be determined by the procedure set forth in this arbitration procedure, but neither the Joint Adjustment Board nor the impartial Chairman, in determining any grievance or dispute shall have the power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for in this Agreement or arbitrate any new provision into this Agreement. The Joint Adjustment Board's authority is to interpret and apply provisions of the Agreement. The Joint Adjustment Board shall be bound entirely by the records presented to it in the form of evidence and argument.

27.11.00 In the event the Joint Adjustment Board or the impartial Chairman determines that the Company or the Union is in violation of this Agreement, the Joint Adjustment Board or the impartial Chairman may assess damages against the violating party. Except as provided in this Agreement, in no event shall the Company be penalized or in any way liable for monetary damages prior to thirty (30) calendar days preceding the submission of the grievance to management, but in no event prior to the event giving rise to the grievance.

27.12.00 It is understood and agreed that the procedures outlined in the grievance and arbitration Articles of this Agreement shall be the exclusive remedy for any alleged violation of this Agreement, provided the foregoing shall not deprive either party from obtaining any injunctive relief from the courts to which they are otherwise entitled.

27.13.00 Each decision of the Joint Adjustment Board or the impartial Chairman shall be made in writing and a copy of each sent to each interested party,

particularly including separate copies to the Union and the Company. The determinations of the Joint Adjustment Board within the purview of its authority are final and binding upon all the parties. There shall be no appeal.

27.14.00 The procedural rules are as follows:

27.14.01 The Union or the Company may request that a grievance be heard by the Joint Adjustment Board. The request shall be addressed to the Chairman, with a copy to the other party. Upon receipt of a grievance, the Chairman will docket the request.

27.14.02 The Union will prepare and distribute the agenda of meetings to the Joint Adjustment Board members no later than eight (8) calendar days prior to the hearing. By mutual consent of the parties to a grievance, grievances not on the agenda may be heard by the Joint Adjustment Board.

27.14.03 Once a grievance is placed on the agenda it shall be heard unless postponed by mutual consent of both parties.

27.14.04 The Union shall publish and distribute to the interested parties the decisions of the Joint Adjustment Board meetings and maintain the Joint Adjustment Board files.

27.14.05 The impartial Chairman will preside over meetings, preserving order and ensure that the established procedure is carried out.

27.14.06 Prior to hearing each case, the Union and Company Chairman shall designate the members of the panel who will be authorized on that particular case.

27.15.00 Immediately before hearing each case the impartial Chairman will call the parties in and explain that all persons, other than the charging party and the charged party with their representatives and the testifying witness(s), will wait

outside the hearing room. All persons are to be identified by name, whom they represent and title. The grievant's representative shall first present his case (except in discharge cases) by making an opening statement, if desired, outlining the complaint. There shall be no interruptions until completion of the opening statement. Upon completion of the grievant's representative's opening statement, the grievant may be questioned by the other party, followed by questions from members of the Joint Adjustment Board on matters submitted. The grievant's representative may then call upon desired witnesses, one at a time, and the same procedure is to be followed with each witness until the representative has completed his case. When the grievant's case has been completed, the defendant proceeds, in the same manner, until his defense is completed.

27.15.01 When both parties to the dispute have presented their evidence, closing statements, in summary, may be made by both parties.

27.15.02 Upon completion of closing statements, all parties will be excused from the meeting and will remain available with their witnesses until a decision is reached by the Joint Adjustment Board.

27.15.03 The Joint Adjustment Board then meets in Executive Session.

27.15.04 The Joint Adjustment Board deliberates in body and acts on the motion, or motions.

27.15.05 Upon request of any panel member, the impartial Chairman shall grant a caucus for the purpose of either the Company Board members or the Union Board members conferring.

27.15.06 The impartial Chairman records the vote on the motions and announces the results to all parties.

27.15.07 The Company and the Union shall each have a total of two (2) votes on the Joint Adjustment Board. A minimum of one (1) representatives appointed by each party and the impartial Chairman shall constitute a quorum.

27.16.00 Only properly designated representatives will be authorized to perform the functions of a Joint Adjustment Board member.

27.17.00 The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.

27.18.00 Each of the parties will assume the compensation and other expenses of witnesses called or summoned by it. Each party shall bear the expense of the presentation of its own case.

27.18.01 The grievant(s) shall be made whole within thirty (30) calendar days from the date of settlement or arbitration of any grievance, unless otherwise mutually agreed.

ARTICLE 28.00.00 UNIFORMS

28.01.00 Employees will be required to wear the uniforms designated by Company management.

28.02.00 Any cost incurred due an employee decision to change the material, cut, or number of uniforms, will be the sole responsibility of the incurring employee.

28.02.01 Employees shall have the option of wearing short sleeve or long sleeve shirts.

28.03.00 Employees shall sign a payroll deduction authorization to deduct the cost of uniforms less depreciation for each uniform that they fail to return if they should leave the Company for any reason, or if they are promoted or

transferred to a position where uniforms are not used.

28.04.00 Headgear shall be optional, except for health or safety reasons or when the individual is functioning as a line or team chief. Only headgear designated by Company Management may be worn.

28.05.00 Employees shall, at their own cost, be allowed to wear Tee shirts designated by the Company during the summer months in all departments of IAP World Services, INC., Ft Irwin wherever employees are required to work. This is at management's discretion.

28.06.00 Stewards may wear Teamster Local 166 pins to designate their identity as stewards.

ARTICLE 29.00.00 BULLETIN BOARDS

29.01.00 The Company shall provide fifteen (15) bulletin boards for use of the Union, one of which shall be in the Office reception area, and shall be of sufficient size to post Union communications. All notices placed on such bulletin boards shall relate solely to official Union business and be signed by an official of the Union or his designee. A copy of all such notices shall be submitted to the Labor Relations Manager or his designee for approval prior to posting except:

- (a) notices of Union meetings;
- (b) notices of elections of Union officials and the results of such elections;
- (c) notices of recreational and social events;
- (d) standard professionally prepared posters; and
- (e) Teamsters Local No. 166 newsletters.

The number of bulletin boards may be changed by written agreement of the parties.

29.02.00 There shall be no distribution or posting by the Union, or by employees of

advertising or political material, notices, or any other kinds of literature on the Company's property other than herein provided.

29.03.00 Company rules and regulations will be posted on bulletin boards and will be effective immediately upon posting. Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement.

29.04.00 Any worker or Union member who defaces, adds to or writes over any general notices or bulletin, or posts unofficial bulletins or any notices that are racially or sexually offensive shall be subject to disciplinary action up to and including dismissal.

29.05.00 The bulletin boards shall not be used for posting or distributing pamphlets of a political nature of any kind and shall not in any way be used for advertising purposes.

ARTICLE 30.00.00 GROUP INSURANCE

30.01.00 Employees may purchase supplemental life, supplemental accidental death and dismemberment, and all risk personal accident insurance by payroll deduction.

30.02.00 The Company will pay the cost of the California State Disability Insurance except for employees hired on or after February 1, 1993.

30.03.00 Regular full time employees: For the purpose of the Article 30.00.00 a regular full time employee for whom the company is required to make monthly contributions is any employee within the bargaining unit, as described in Article 03.00.00 of this Agreement, either actively or inactively, on the first day of the calendar month. Regular full time employee is defined as an employee who works at least thirty-two (32) hours per week.

30.03.01 The intent of the phrase "actively or inactively" as used in this section is that employees temporarily absent on the first day of the

month due to such reasons as vacation, excused or unexcused absence, for the first three (3) months of a leave of absence, or illness, and who are not terminated will not be "uncovered" on account of such absence and that contributions will be made on their behalf by the Company. The exception to the three (3) months additional payment is as defined in Article 17.03.01.

30.04.00 Dates of Contribution. The first contribution on a new employee shall be due on the first day of the month next following ninety (90) calendar days of employment.

30.04.01 All contributions shall be due on the first day of the calendar month following the payroll month in which the employee worked in which such contribution is due. Any contributions which are received by the Fund later than the twentieth (20th) day of the calendar month in which such contribution is due shall be considered delinquent.

The parties recognize and acknowledge that the regular and prompt filing of employer reports and the regular and prompt payment of employer contributions to the Fund is essential to the continued maintenance of the Plan and that it is extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Plan which would result from the failure of any individual employer to make such reports and to pay such monthly contributions in full within the time provided above.

Therefore, the amount of damage to the Fund and Plan resulting from the failure to make reports or pay contributions within the time specified above shall be presumed to be (i) the sum of twenty-five dollars (\$25.00) or twenty percent (20%) of the amount of the contribution or contributions whichever is greater

for each delinquent report or contribution as liquidated damages and (ii) interest on the delinquent sums due at a rate of interest equal to the prime interest rate charged during the period of delinquency.

These amounts shall become due and payable to the Fund, in addition to any auditing expenses related thereto, upon the day immediately following the date on which the report or the contribution or contributions become delinquent.

Liquidated damages, which represents the projected administrative costs to the Fund in processing and collecting each delinquent report or contribution, shall become due and payable to the Fund upon the day immediately following the date on which the report or contribution or contributions become delinquent and shall be paid in addition to any contribution due. However, the Trustees or their designated representatives, in their discretion, for good cause (and only the Trustees and designated representatives shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due to the Fund as liquidated damages.

30.05.00 Contribution Rates and Benefits. Effective October 1, 2008, the Company agrees to contribute to the various trusts referenced herein and continue to contribute on behalf of each regular full time employee to provide for the following benefits: Basic hospital and medical coverage for regular full time employees and eligible dependents under various Teamsters Trust Fund, including life, AD & D and vision care, dental benefits and prescription drug.

30.05.01 The Company agrees to maintain life insurance on all eligible employees at all times regardless of waiver status as defined in 30.10.00.

30.06.00 Maintenance of Benefits. It is the intention of the parties' signatory hereto that the benefits described in section 30.05.00 above, and which are provided for employees and their eligible dependents shall be maintained through September 30, 2013.

30.07.00 Program Costs. All costs of the program described above, including administration, shall be borne by the contributions.

30.08.00 Due Dates. Monthly contributions required under this Article 30.00.00 shall be due on the first (1st) day of the calendar month and shall be paid no later than the tenth (10th) of the same month.

30.09.00 Trust Documents. The Company and the Union agree to execute the necessary Trust documents required by the Trustees of such Trusts as a condition of participation in the Trusts referred to in Section 30.05.00 above.

30.10.00 Premiums for such benefits are determined from time to time by the Board of Trustees for the various Trusts as described in 30.05.00.

(A) If two (2) members of the bargaining unit are married to each other only one of the employees is required to maintain coverage. The employee whose birthday is first in the calendar year will be the primary and the other will be the dependent. If the employee who is the dependent should need to enroll due to divorce and continues full time employment, the employee and eligible dependents must enroll within thirty (30) days. If this is not done within thirty (30) days, the employee and eligible dependents must wait until the next open enrollment period.

(B) If two (2) members of the bargaining unit are married to each other at the Fort Irwin Project and both are covered under this specific current group insurance with their individual Company, only one (1)

of the employees shall be required to maintain coverage in accordance with the applicable Teamster 166 collective bargaining agreement. The employee whose birthday is first in the calendar year will be the primary and the other shall be considered the dependent. There shall be no obligation by the Company to make contribution for a dependent as long as the primary employee continues to maintain unbroken coverage. If primary coverage ceases, upon immediate notification to the appropriate Company, the dependent's Company shall immediately, at the first of the month following discontinuation of coverage by the primary, begin contribution on behalf of the dependent so that there will not be a lapse of coverage benefit. It shall be the responsibility of the covered dependent employee to notify the Company of the cessation of the primary benefit. If the employee who is the dependent should need to enroll due to a divorce and continues full time employment, the employee and the eligible dependents must enroll within thirty (30) calendar days. If this enrollment is not done within the thirty (30) calendar day window, the employee and eligible dependents must wait until the next open enrollment period.

30.10.01 Effective 2-01-2009, employee(s) will pay the appropriate share per pay period as designated below, per month to provide for Group Insurance Benefits under Multi-Union Security Trust, including the enhanced mental health, drug and alcohol program. The employee must pay his share whether actively at work or on an approved leave of absence. Employee contributions will be collected on a pre-tax basis for twenty four (24) pay periods a year.

Effective 2/1/2009	Effective 10/1/2009	Effective 10/1/2010	Effective 10/1/2011	Effective 10/1/2012
\$10.00	\$15.00	\$20.00	\$25.00	\$25.00

30.10.02 Effective 10-01-2008 the Company agrees to make the following contributions to maintain the Health and Welfare coverage and shall continue to make contributions based on the schedule below:

Effective 10/1/2008	Effective 2/1/2009	Effective 2/1/2010	Effective 2/1/2011	Effective 2/1/2012	Effective 2/1/2013
\$889.00	\$905.00	\$940.00	\$980.00	\$1,020.00	\$1,122.00

30.10.03 All employee contributions may be made through the IAP World Services, Inc. Pre-tax Contribution Plan on a pre-tax basis in accordance with the Plan Document. Employee contributions will be collected on a pre-tax basis for twenty four (24) pay periods a year.

30.10.04 The Company shall withhold from the employee's first paycheck of the applicable calendar month the amount described about such that when combined with the Company contributions shall satisfy the total required contribution.

30.11.00 Legislation: In the event that Federal or State legislation is passed, providing health care for employees and/or their dependents, the effect of which is to require additional payroll costs to the Company and/or costs to the employees, the parties shall meet to resolve, in a mutually satisfactory manner, any problems resulting there from.

30.12.00 All part-time employees whose normal weekly schedule is less than thirty-two (32) hours are not eligible for fringe benefits and will receive in lieu of group insurance benefits one dollar and sixty cents (\$1.60) and an additional twenty five cents (\$.25) in lieu of all shift differentials as contained in 14.09.00 for a total compensation of one dollar and eighty five (\$1.85) per hour in addition to the hourly wage rate for part time employees.

ARTICLE 31.00.00 RETIREMENT PLAN

31.01.00 The Company will make available to all employees covered by this Agreement

the IAP World Services Inc. Retirement Savings Plan-Module L. Effective October 1, 2002 the Company shall make available through payroll deduction said plan without any matching contributions from the Company. The Company agrees to pay all administrative costs to the Plan.

31.02.00 PENSION PLAN

The Employer will make contributions to the Western Conference of Teamsters Pension Trust Fund (hereinafter to be referred to as the Plan) for the benefit of full time employees within the bargaining unit. The Employer shall continue contributions to such Trust, in accordance with its terms for all hours worked or paid for up to a maximum of two thousand and eighty (2080) hours per year.

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to not reduce benefits to retiring employees as indicated above, this Section shall not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

The Employer and the Union agree to execute the necessary Trust Documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such Trust.

In the event that Federal or State legislation requires a revision of the Plan that results in a higher contribution rate to meet such requirements, it is agreed that the increased contribution rate will come out of the wage package.

Effective October 1, 2007, the Employer shall contribute to the Western Conference of Teamsters Pension Trust ("WCTPTF") on behalf of all full time employees the sum of one dollar and seventy five cents (\$1.75) per hour for all hours compensated for whether worked or paid to yearly maximum of two thousand and eighty (2080) hours per year (January 1 through December 31).

Future Pension increases are as follows:

	Effective 10-01-2007	Effective 10-01-2008	Effective 10-01-2009	Effective 10-01-2010	Effective 10-01-2011	Effective 10-01-2012
Company	\$.75	\$.85 (+\$.10)	\$.90 (+\$.05)	\$.95 (+\$.05)	\$1.00 (+\$.05)	\$1.00
Employee From Wages	\$1.00*					
Total Company P/H Contribution	\$1.75	\$1.85**	\$1.90**	\$1.95**	\$2.00**	\$2.00

*Previous Employee diversions to date in accordance with 31.05.00

** Subject to further Employee Diversions in accordance with 31.05.00

31.03.00 Break In Rate For Probationary Employees: For full time probationary employees hired on or after October 1, 2002, or date of TRUST acceptance, if later), the employer shall pay an hourly contribution rate of ten cents (\$.10) during the probationary period as defined in Sections 09.00.00 and/or 51.01.00., but in no case for a period longer then ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in this Section 31.02.00 of the Agreement. After the expiration of the probationary period as defined in Section 09.00.00 and .51.01.00 F.D., but in no event longer then ninety (90) calendar days from an employees first date of hire, the contribution shall be increased to the full contractual rate.

31.04.00 The Pension contribution shall be made to the appropriate administrative office designated by the WCTPTF in accordance with Trust rules, computed monthly and paid not later than the tenth (10th) of the following month.

31.05.00 It is agreed by the party's that before September 1st of any contract year, the Union has the option of transferring fixed amounts of additional monies from wages to pension.

ARTICLE 32.00.00 GENERAL

32.01.00 Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. Upon such invalidation the parties agree to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal.

32.02.00 The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Parties, for the life of this Agreement, waive the right, and each agrees that the others shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement unless mutually agreed to do so between the Parties. Further, the Parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the Parties at the time this Agreement was negotiated or signed unless mutually agreed to do so between the Parties. The Parties agree that all negotiations which were conducted in reaching this Agreement were conducted at "arms length" and in good faith as required by laws and regulations.

32.02.01 Any additions, deletions, changes, amendments, or waivers

whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be co-terminus with this Agreement.

32.03.00 There shall be no discrimination or harassment by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local law or regulations. There shall be no harassment or discrimination against any employee exercising his right to file a grievance.

32.03.01 All references to "employee", "employees", "man", or "men", "he", "him" or "his" in this Agreement refer to both male and female employees. The terms are used for the sole purpose of brevity and clarity of language construction only, and do not imply or refer to sex or gender in any way whatsoever.

32.03.02 Each employee shall adhere to the provisions and intent of Section 32.03.00 of this Article, in his dealings with fellow employees, suppliers and customers of the company under its contract DAK04-00-C-0002 and its successor contracts.

32.03.03 The Company shall continue to utilize the "Hot Line" method to address reports of harassment and discrimination as defined in 32.03.00 in an expeditious manner. Any employee reporting such harassment or discrimination shall receive a written response of the results of the investigation within thirty (30) calendar days.

32.04.00 Employees covered by this Agreement shall be governed by all site rules, regulations and orders, which are not in conflict with the terms and

conditions of this Agreement.

32.05.00 When the Company assigns employees to attend training which may include attending seminars, lectures, and other group information training sessions, all hours spent in traveling to and from the training site and all hours spent in actual seminars, lectures, training sessions, etc. shall be considered as time worked. Such employees shall not suffer any reduction in hours normally paid for that week.

32.06.00 The Parties recognize the value of cross training between working groups as a means of increasing the technical competence of the employees in the bargaining unit and as a method of obtaining increased efficiency in the operation.

32.07.00 Bargaining Unit employees may be transferred to other assignments with equal or higher pay within the Bargaining Unit for the purpose of cross training the employees in the operation and/or maintenance of the equipment involved. In making such assignments, the Company shall ask for volunteers by seniority. Failing enough volunteers, junior volunteers may be required to transfer. Employees will be considered for training in accordance with the Company's needs. The Company will train and re-train employees as feasible:

- (1) To maintain and improve their knowledge in an increasingly more difficult and complex technological society, and
- (2) Whose positions are to be eliminated due to automation or adoption of labor saving devices; provided that the cost of such training is not excessive and that the employee has the necessary aptitude.

32.07.01 The Company will determine the number of employees to be trained and will arrange for such training.

32.07.02 The Company and the Union will encourage employees to take advantage of optional training and educational opportunities after

working hours. Bargaining unit employees are eligible to participate in the Company's Tuition Reimbursement Program after one (1) year of successful employment for full time employees. .

32.07.03 Employees, in accordance with 32.07.00, who have received factory training, advanced training courses and other formal training courses, two (2) weeks or longer may be assigned to the affected section/shift on the equipment, process or system trained on until adequate cross-training is accomplished, not to exceed a nine (9) month period from date of completion of training. Employees who have received such formal training of two (2) weeks or longer will not be eligible for further formal training during the nine (9) months, unless such additional training is on the same equipment, process or system, or there is a requirement to train an employee on more than one type of equipment, process or system in the same section. Such employees shall not be "bumped" and are ineligible for promotion during the nine (9) month time frame unless waived by the Company. Prior to accepting (volunteering) for such training, employees shall be notified as to what section and shift he will initially be assigned to. Employees on disability who can be released to return for such training prior to the date the selection is made shall be eligible for such training.

32.08.00 The employee will be responsible for reasonable care of customer and/or Company furnished equipment, property and materials and will use his best efforts to notify the Company of any sabotage or damage to Company, customer or employee property or materials.

32.09.00 It is the sole intention of the Company to engage in its long standing practice of subcontracting work where the Company determines that such work cannot

be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities, or availability of manpower, or as required by its contract with the government. However, the Company agrees that the implementation of this provision shall not be utilized to circumvent or undermine any provision of this Agreement.

32.10.00 Should an employee fail a medical examination required for a particular job, and as a result thereof, is unable to perform the duties of his job classification, the Company will reassign the employee to available work for which he is qualified and which he is able to perform. If the Company is unable to reassign the employee, the employee will be laid off due to lack of work.

32.11.00 The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify, or repair such government facilities except as contractually directed.

32.12.00 The Union Business Representative or his designee shall be permitted to attend the Company's monthly Executive Safety Council Meeting. Additionally, he shall be provided with copies of the minutes of the monthly departmental safety meetings.

32.13.00 The Union may designate, in writing, a Bargaining Unit member to accompany OSHA and/or CALOSHA on any walk-around inspections.

32.14.00 The Company shall have available at all times in each section or organization a supply of safety report forms for the use of the supervisors, stewards, and safety monitors in reporting any needed correction in the section or organization relative to safety conditions. Such safety report forms, after being filled out, shall be forwarded immediately to the appropriate safety supervisor.

- 32.15.00** The Company will furnish adequate safety equipment and protective clothing as needed.
- 32.16.00** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or any portion thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale.
- 32.17.00** Safety rules shall be effective when posted on all bulletin boards. Each employee shall abide by such safety rules. Under no circumstances, shall an employee be required to violate any law, code or regulation in the performance of his duties.
- 32.18.00** The providing of transportation following unscheduled periods of work and bona fide emergencies shall remain in effect.
- 32.19.00** The Company and the Union have agreed to the Substance Abuse Policy shown in Appendix "C".
- 32.20.00** The Company and the Union shall cooperate in continuing the objective to eliminate accidents and health hazards. The Company shall make reasonable provision for the safety and health of its employees at the Division during hours of their employment.
- 32.21.00** Part-time employment is unlimited in the classifications of Recreation Assistant and Recreation Aide.

32.21.01 There may be up to twenty-five percent (25%) of the

laborer classification employed as part-time employees.

For all other classifications there shall be a limit of ten percent (10%) or two (2) employees in that classification, whichever is greater. The Company shall not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms or intent of this provision.

32.22.00 It is understood and agreed that if a license(s) or certification(s) is required in order to perform such work in job classifications covered by this bargaining unit, that such license(s) or certification(s) shall be a condition of continued employment in said job classification. A denial or withdrawal of such license(s) or certification(s) by an appropriate agency shall be grounds for temporary disqualification. Should an employee become temporarily disqualified, except for gross misconduct, the Company shall place such employee, based on his seniority, in the next lower rated classification for which he is qualified and temporarily demote him until he requalifies. If no such work is available, the employee shall be laid off in accordance with Article 24.00.00. Upon requalifying, such employee shall notify his supervisor and/or Human Resources Manager, and such employee shall be reinstated to his former position, without bidding, as soon as a position becomes available and he shall receive 100% of the classification rate.

32.22.01 In the event that reservation restriction(s) are placed on an employee by a duly authorized and appropriate Government agency, and said reservation restrictions prohibits the employee's job functions, said employee shall be subject to be placed in the next lower rated job classification for which he is qualified and still be in compliance with the Government mandated restriction(s). If no such work is available, said employee shall be subject to be laid off in accordance with 24.00.00 until such reservation restriction(s) is rescinded.

32.23.00 Employees covered hereby shall be paid on alternate Friday(s) prior to the employee's lunch break for the two (2) work weeks ending the preceding Thursday.

ARTICLE 33.00.00 DURATION

33.01.00 This Agreement shall be effective on October 1, 2008, except for those provisions of the Agreement which have been assigned other effective dates as set forth herein and shall continue in full force and effect through September 30, 2013 and thereafter from year to year unless sixty (60) days prior to the normal expiration date of this Agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the Agreement.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed on this _____ day of _____, 2008 by their duly authorized representatives.

**FOR:
TEAMSTERS UNION LOCAL #166**

Mike Bergen 2/11/09, 2009
Mike Bergen, Secretary-Treasurer
Teamsters Union Local 166

Tom Lewellen, 2009
Tom Lewellen, Business Representative
Teamsters Union Local 166

John Clark, 2009
John Clark
Chief Steward

**FOR:
IAP WORLD SERVICES, INC.**

Mark A. Gow 2/16, 2009
Mark A. Gow
Director Human Resources
IAP World Services Inc.

Frederick I. Nohmer, 2009
Frederick I. Nohmer
General Manager, IAP World Services
Ft. Irwin Support Project

Hobie Hicks, 2009
Hobie Hicks
Human Resource Manager
Ft. Irwin Support Project

David H. Toops 2/16, 2009
David H. Toops
VP Ops Army Air Force
IAP World Services Inc.

David B. Warhol, 2009
David B. Warhol
VP Human Resources
IAP World Services Inc.

**FIRE PROTECTION SERVICES
APPENDIX "1"**

FIRE PROTECTION SERVICES APPENDIX "1"

In an effort to simplify and streamline collective bargaining agreement language between the Union and the Company as it relates to Fire Protection Services this Appendix "1" has been added. Fire Department operations and staffing complexities require additional language not contained in most general articles.

The following general CBA articles continue to apply to all members of the Fire Department in their entirety:

Article 01.00.00	Intent and Purpose
Article 02.00.00	Management Rights
Article 03.00.00	Union Recognition
Article 04.00.00	Union Security
Article 05.00.00	Check Off
Article 06.00.00	Shop Steward / Visitation
Article 07.00.00	No Strike / No Lockout
Article 08.00.00	Government Security Responsibility
Article 17.00.00	Non-Paid Leaves of Absence
Article 19.00.00	Military Leave
Article 23.00.00	New or Revised Job Classifications
Article 24.00.00	Reduction and Restoration of Forces
Article 25.00.00	Discharge and Discipline
Article 26.00.00	Grievances
Article 27.00.00	Arbitration
Article 29.00.00	Bulletin Boards
Article 30.00.00	Group Insurance
Article 31.00.00	Retirement Plan / 401k / Pension Plan
Article 32.00.00	General
Article 33.00.00	Duration
Appendix A	Wages
Appendix B	Authorization for Dues Deduction
Appendix C	Substance Abuse Policy
Appendix E	Absenteeism / Tardiness Policy
Appendix F	Union Stewards Area of Jurisdiction
Appendix H	Fire Department Uniforms
Employee Rights	Probable Cause Testing
Employee Rights	Random / Post Accident Testing

This Appendix "1" defines language that directly affects Fire Department operations ONLY. Language specific to Fire Dispatch (D), Fire Prevention (P), and Fire Suppression (S) members are noted by the appropriate letter (D,P,S) after each article number. Language not designated with (D.P.S.) in this Appendix "1" is designated as general language and specific to employees designated within this Appendix "1" only.

ARTICLE 50.00.00 UNION RECOGNITION

50.01.00 The Parties understand and agree the classifications included in the Fire Department contain unique work requirements and have established this Appendix "1" to clearly define specific language.

ARTICLE 51.00.00 TRIAL PERIOD/SENIORITY

51.01.00 A new employee and those hired after a break in continuous service, regardless of classification, shall be regarded as a trial status employee for the first four hundred and eighty (480) hours actually worked. Fire suppression shift employees shall be on a probationary status for the first twelve (12) calendar months of employment applicable to all employees hired after the ratification of this Agreement. During the probationary period, such employees shall have no seniority rights and may be terminated without recourse by the employee or the Union. Upon the completion of the probationary period, the employee shall receive seniority from his latest date of hire. Completion of said probationary period shall not provide or imply that the employee may not be laid off or terminated for just cause.

51.02.00 Bargaining Unit seniority shall accrue from the date of employment as provided in 50.02.01 and 50.02.02 below.

51.02.01 Each employee shall accumulate seniority for all continuous service with the Company, except as otherwise provided for herein.

(a) Employees who are employed by the Company on or before October 1, 1996, will have their seniority based upon their length of service at the facility but in no case shall such seniority be dated earlier than October 1, 1981.

(b) Company employees who may be transferred into the bargaining unit subsequent to the application of subsection (a) above shall have their seniority based upon the date they first entered a position which is covered by this Collective Bargaining Agreement.

51.02.02 Those employees entering the bargaining unit after October 1, 1996, shall accrue seniority from date of employment, upon satisfactory completion of the respective trial period in accordance with Section 51.01.00.

51.03.00 A seniority list shall be posted by the Company on January 10, April 10, July 10 and October 10 of each year and shall set forth the seniority date of each employee and his job classification.

51.04.00 Employees hereunder shall have a period of fourteen (14) work days after posting of seniority lists to protest, in writing, an error in the list. If such protest is not made within fourteen (14) days, the seniority list will stand as posted until the following posting at which time it will be corrected provided the Company has been informed in writing of the error, if any. If on an approved absence, the employee shall have fourteen (14) days from the date of return from such absence to protest.

51.05.00 Seniority of an employee will be broken under the following conditions and his employment with the Company will be terminated:

51.05.01 Discharge for just cause.

51.05.02 Resignation.

51.05.03 Failure to respond to recall notification within the time frame established within Section 24.06.00.

51.05.04 Failure to be recalled from layoff within one (1) year after each layoff.

51.05.05 Failure to report for work upon expiration of an approved leave of absence.

51.05.06 Accepting other employment while on approved leave of absence without prior permission by the Company.

51.05.07 Upon settlement of Worker's Compensation for total permanent disability.

51.06.00 In the event two or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his social security number shall be considered having the least seniority for tie breaking purposes.

51.07.00 Bargaining unit employees as of October 1, 1997, or thereafter, who are transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain seniority hereunder, but shall not be construed as working under the terms of this Agreement while occupying such positions.

It is understood and agreed that employees so transferred or promoted shall retain their accrued seniority for the duration of this Agreement but shall not accrue seniority from the date transferred or promoted out of the bargaining unit.

ARTICLE 52.00.00 MANAGEMENT/SUPERVISORS

52.01.00 Due to the complexity of the systems needed to support the Government mission, certain specialized functions may cause some work overlap in supervision and work performed by employees covered by this Agreement. ~~Any bargaining unit work performed by management will be restricted to those requirements beyond the capability and technical expertise of Bargaining Unit employees.~~

52.02.00 It is understood and agreed that supervisory personnel may perform work of employees covered by the Agreement under the following conditions.

52.02.01 For the purpose of instructing and training employees.

52.02.02 Under emergency conditions.

52.02.03 When an employee fails to report to work and other qualified employees are not available.

52.02.04 In order to prevent injury to employees or damage to property.

52.02.05 In circumstances which bargaining unit employees lack the technical ability to perform the work required.

ARTICLE 53.00.00 HOURS OF WORK

53.01.00 No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week. Employees shall not be required to utilize vacation or paid personal time in lieu of a reduction in force.

53.02.00(D) In the classification of 911 dispatcher a twelve (12) consecutive hour shift is for this specific classification only with the first shift being 0700-1900

hours and the second shift 1900-0700 hours.

53.03.00(S) For payroll purposes for the Firefighters, the workweek starts at 8:00 a.m. Friday and ends at 7:59 a.m. the following Friday. This defines the workweek only and in no way restricts or guarantees schedules or hours of work per day or per week, or of the days of work per week.

53.03.01 (DP) For the classification of 911 dispatcher and Fire Prevention Specialist the work week starts at 0700 hours on Friday and ends at 0659 the following Friday.

53.04.00(S) For employees in the classification of Firefighter, Captain, Lieutenant and Engineer, the following shall apply:

(a) The workday shall consist of a twenty-four (24) consecutive hour period. This defines the work day only and in no way restricts or guarantees schedules or hours of work per day or per week or of the days of work.

(b) In the event that an employee's relief does not report to work, the employee on the job shall remain at his workstation until properly relieved by his successor or is released by his supervisor.

(c) The Company shall permit the employee to take a ten (10) minute rest period after each two (2) hours of the work shift which may be taken without loss of pay. When climatic conditions warrant, management may direct additional rest periods without loss of pay.

53.05.00 When shift start time changes are made seven (7) calendar days before the beginning of the work week as defined in 53.03.01, 53.03.02 and 53.03.03 above, such affected employees shall receive no additional compensation. Such changes shall be communicated via an internal posting process.

53.06.00 In the event shift start time changes are not made seven (7) calendar days before the beginning of the employee's work week as defined in 53.03.01, 53.03.02, and 53.03.03, the employee shall be compensated for all hours worked outside his previously established shift at one and one-half (1&1/2) times his regular straight time rate of pay, except in the event that the shift start time changes are not made at the beginning of the employee's work week when such changes are occasioned by climatic conditions and the specific task to be completed.

53.07.00 If a full time employee reports for work in accordance with instructions, he shall receive a minimum of his normal regular scheduled hours pay at that day's base rate or premium rate, whichever applies. Report time will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of his own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to a verified industrial injury will be paid for the balance of his shift at this base rate.

53.08.00 An employee recalled to work after completing his regular shift is to be paid the appropriate overtime rate for the time worked with a minimum guarantee of one half (1/2) of his normal scheduled shift. If such employee works beyond one half (1/2) of normal shift, such employee shall receive the entire shift. Twenty four (24) hours for fire suppression, twelve (12) hours for 911 dispatch, and eight (8) hours for fire prevention.

ARTICLE 54.00.00 OVERTIME

54.01.00 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

54.02.00 It is understood and agreed that the Company reserves the right to require employees covered hereby to perform a reasonable amount of overtime work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as is possible.

54.02.01(DP) The Company will attempt to meet its daily overtime

requirements, in the Fire Prevention and Fire Communications sections, anticipated to be in excess of one (1) hour, on a voluntary basis by seniority among the employee(s) present in the classification, with the least amount of overtime, on that shift in the section where he is performing the work on a straight time basis. The Company will attempt to meet its overtime requirements for Saturday, Sunday and holidays, on a voluntary basis by seniority among the employee(s) in the classification on that shift in the section who normally perform the work on a straight time basis. When overtime is necessary in the Section, the Section Supervisor will assign the most senior employee(s) with the least amount of overtime. If there are insufficient volunteers the supervisor may offer the overtime to other employees in the Section on that shift. If there are still insufficient volunteers, the least senior employee in the classification, in the Section, on that shift, will be assigned. The least senior employee present shall be forced on a daily basis. The least senior employee who normally performs the work on straight time basis shall be forced for Saturday, Sunday and holidays. Any employee who is temporarily assigned to another section for less than one (1) full shift shall be eligible for overtime in the section he was temporarily assigned to for that day, as set forth herein.

54.02.02 It shall not be mandatory that any employee in the bargaining unit work more than fourteen (14) consecutive days without two (2)

consecutive days of rest except when assigned to an Emergency, including but not limited to a Mutual aid Assignment. Once an employee has worked fourteen (14) days, the employee is entitled by right to take the next two (2) consecutive days off. The employee has the option to choose any two (2) consecutive days off thereafter and shall be given those two (2) days off so long as both parties mutually agree to those two (2) days. The Company shall not unreasonably deny the employee of his choice of those two (2) consecutive days.

54.03.00(P) Overtime is calculated from the start of the assigned workweek until the end of the seventh (7th) day. Overtime shall be paid on the following basis for employees who are assigned to a five (5) day eight (8) hour schedule.

54.03.01 For hours worked in excess of eight (8) in a day at one and one-half (1 & 1/2) times the effective hourly rate.

54.03.02 For hours worked in excess of forty (40) in a work week at one and one-half (1 & 1/2) times the effective hourly rate. Hours paid for sick leave, holidays, vacation, bereavement leave, military leave, medical appointments during working hours for Worker's Compensation, jury duty and time spent in arbitration for one (1) steward shall be considered as time worked.

54.04.00 No overtime shall be worked except by direction of the proper supervisory personnel of the Company.

54.05.00 There shall be no pyramiding of overtime premium payments.

54.06.00(P) The Company may establish a basic straight time work week of four (4) ten (10) hour days in the Fire Prevention section as follows:

54.06.01(P) Ten (10) hours work shall be offered each employee in the

affected group. When an employee requests to work less than ten (10) hours per day, and such request is approved by the Company, he shall be paid at his regular hourly rate for the time Actually worked.

54.06.02(P) The fifth (5th) day worked in any work-week shall be paid for at one and one-half (1 & 1/2) times the regular hourly rate.

54.06.03(P) All hours worked in excess of twelve (12) hours (excluding one-half (1/2) hour for lunch) in any one day, or fifty (50) hours in any work week or on the seventh (7th) day of the work week (third regularly scheduled day off) shall be paid at two (2) times the regular hourly rate, provided the employee has not had an unauthorized absence during the employee's regularly scheduled work week.

54.07.00(S) For employees in the job classifications of Firefighter, Captain, Lieutenant, and Engineer who work twenty-four (24) hour shifts the following shall apply:

54.07.01(S) In the Fire Suppression section, scheduled overtime is defined as that overtime in excess of the forty (40) hour work week required by the employee to complete a normal scheduled work week. The employee has the right to work both the straight time and scheduled overtime for his normal shift regardless of qualification standing or seniority.

54.07.02(S) One and one-half (1 & 1/2) times the employee's regular straight time rate shall be paid for those hours worked in excess of forty (40) hours in any one (1) work week as defined in Section 53.03.01. Hours paid for sick leave, holidays, vacation, bereavement leave, military leave, medical appointments during working hours for worker's compensation, jury duty and time

spent in arbitration for one (1) steward shall be considered as time worked.

54.07.03(S) In the Fire Suppression section, an employee shall be paid at the rate of two (2) times his/her regular straight time hourly rate for work performed on his/her fifth (5th) day, or beyond, provided he/she has worked a minimum of eight (8) hours on each of the preceding days of the work week.

54.07.04 The Company shall determine when overtime is required. The Company shall, however, have the right to continue on overtime the employee who has worked during the day, or preceding day, on the job involved. In the event qualified employee(s) are unable to meet the overtime requirements, the least senior qualified employee(s) must work the overtime assignment.

54.08.00(S) OVERTIME WHEEL PROCEDURE

54.08.01(S) Available overtime will be offered on a rotational basis by seniority to employees with least amount of overtime. Overtime will be offered by classification down a list until someone accepts said overtime. Offering of overtime will be by phone or in person. Once the overtime is taken said employee will have the number of hours added to the overtime database. If no one in the classification accepts the overtime it will be offered to qualified personnel on the promotional list for the classification being offered per article 62.17.00.

54.08.02(S) To be eligible for overtime all employees will have contact information added and up to date on the Fire Manager Program. It is the employee's responsibility to furnish their respective BC with up to date contact information. Each employee will be required to notify their respective Battalion Chief of available days on a monthly basis. Overtime will be filled up to two (2) weeks in advance whenever possible. Only employees

with their names on the monthly Fire Manager availability calendar will be contacted and eligible for overtime on each given day.

54.08.03(S) Forces will be by direct phone contact or in person and by classification only. Messages, E- Mails and text messaging are not acceptable forms of forcing an employee. Forces will also be on a rotation basis but in reverse order starting from the least senior with least number of forces. Force hours and number of forces will be added to the overtime database for each employee. In the event that an employee is forced and another employee volunteers for the overtime, the volunteer will work the required overtime and neither employee will get the force credit. An employee who has scheduled vacation and or paid personnel leave shall not be forced on their last working shift prior to their scheduled vacation or paid personnel leave. The employee must include the date range of non availability in their vacation and paid personal leave request.

54.08.04(S) An employee on a shift swap will be allowed to accept overtime, but will not be forced as a result of a shift swap. In the event an employee is held over at the end of the employee's shift (not exceeding (4) four hours) the time will be considered a hold over and not a force. Hours over (4) four will be considered a force.

54.08.05(S) Courtesy notification of available overtime will be by E-Mail, text messaging or phone call. Overtime will be offered by phone call or in person from 5p.m. to 8 p.m. when possible. Whenever an employee signs up for availability and something comes up said employee will remove their name from the availability calendar as soon as possible. Employees who have accepted overtime but cannot fulfill the requirement due to illness or family emergency must notify the Duty Chief as soon as possible to allow for coverage IAW Appendix E. At no time will an employee be disciplined for signing up for a day and not taking the overtime. Overtime call outs are the responsibility of the Shift Battalion Chief. In the event that the shift

Battalion Chief is on an extended emergency, overtime call outs may be delegated to an on duty Captain for immediate need coverage. At no other time will overtime distribution be delegated to a bargaining unit employee.

54.08.06(S) It is also mutually agreed by the parties that because this is a new program, the parties agree to meet in six (6) month increments, by written request of either party, in order to evaluate and refine the process of the rotational wheel and its appropriate applications.

54.08.07 In the event that an employee's relief fails to report on time and without prior notice, the employee on the job shall immediately notify his supervisor and remain at his workstation until properly relieved by his successor or released by his Supervisor. When it becomes apparent to the shift supervisor that the relief will not be present for the shift, not to exceed four (4) hours, the shift supervisor will then assign the shift in accordance with paragraph 58.07.04.

54.08.08(D) In the 911 dispatcher classification any hours worked in excess of twelve (12) on any individual workday shall be compensated at two (2) times the applicable rate. Hours worked in excess of forty (40) in a work week shall be compensated at one and one half (1-1/2) times the applicable hourly rate of pay. Hours worked in excess of fifty (50) shall be compensated at two (2) times the hourly rate.

54.08.09 The wearing of beepers or standing by for a phone call for emergency calls shall be on a voluntary basis only. If no one volunteers, the Company will call for employees by seniority. If no senior employee(s) volunteers to come to work, the junior employee(s) may be forced to report to work. Wearing of beepers on or off the job site is not compensatory time.

54.08.10 An employee who has worked overtime, either scheduled or unscheduled, during the work week shall not have his regular work schedule altered for the balance of the work week for the sole purpose of avoiding the payment of additional overtime. However, this provision shall in no way be interpreted as

being any guarantee of hours of work. No employee shall be permitted to change shifts or otherwise alter his work schedule by his own request in a manner whereby the payment of overtime would be required.

ARTICLE 55.00.00 WAGE RULES

55.01.00 The Company shall pay the scale of wages included in Appendix "I-A" made a part hereof.

ARTICLE 56.00.00 PREMIUM PAY

56.01.00 Fire Prevention employees shall be guaranteed a minimum of four (4) hours call in pay, 911 Dispatchers shall be guaranteed (6) hours, and fire suppression employees twelve (12) hours at the appropriate rate of pay with a minimum guarantee of one half (1/2) of his normal scheduled shift. If such employee works beyond one half (1/2) of normal shift, such employee shall receive the entire shift.

This call-in pay provision shall not apply to an employee who is required to continue to work beyond the end of his regularly scheduled shift, or when the employee reports for a scheduled test.

On such test days, he shall be paid for eight (8) hours or the time actually worked, whichever is greater.

56.02.00 Employees will remain on the job upon request by the Company when the continued effective operation of the fire service may be affected. Employees who are off the job will be expected to return to work as promptly as possible upon the request of the Company.

ARTICLE 57.00.00 HOLIDAYS

57.01.00 The following eleven (11) days are designated as holidays:

New Year's Day	Martin Luther King Junior's Birthday
Presidents Day	Memorial Day

Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
Floating Holiday	

In addition to these holidays, employees shall be granted, subject to the approval of the Contracting Officer, any holiday that may hereinafter be established by an Act of Congress of the United States or by Proclamation of the President of the United States.

57.01.01 The Floating Holiday referred to in this Article shall be requested in writing at least seven (7) calendar days in advance by the employee (but not later than December 24 of any year) to be taken at a time mutually convenient to the employee and the Company. The employee may request to take a regularly scheduled workday as a floating holiday. The Company shall not unreasonably refuse to agree to a time that is convenient to the employee. If the original requested date cannot be agreed to, the Company and employee shall agree to a mutually acceptable alternate day to be taken within thirty (30) calendar days following receipt by the Company of said employee request. Once the employee and the Company agree to a time mutually convenient, the time selected for the holiday shall not be changed unless the employee and the Company agree to do so.

57.01.02 In the position of Firefighter, Engineer, lieutenant, Captain or Dispatcher, the Floating Holiday may be used on a regular scheduled day off, or on a regular scheduled day of work.

57.02.00 In order to be eligible for un-worked holiday pay as hereinafter provided, an employee shall have met all of the following:

- (a) Have completed thirty (30) calendar days of employment.

- (b) Be in the active employ of the Company on the date of the holiday (i.e., not on leave of absence for any reason, or layoff).
- (c) Has no unauthorized non-paid absence on the scheduled workday immediately preceding or immediately following the holiday.
- (d) Worked his regularly scheduled work shift on the holiday if scheduled to do so unless prevented from doing so by legitimate compelling reasons.
- (e) Exception to these requirements is; if the employee can furnish proof from a licensed medical provider that because of illness or injury he was unable to work on either of such shifts.

57.02.01

An employee eligible to receive un-worked holiday pay by virtue of having met all of the requirements listed in paragraph 57.02.00 shall be paid the appropriate number of hours as normally scheduled to work. Twenty-four (24) hours for Fire Suppression twelve (12) hours for Dispatch, and eight (8) hours for Fire Prevention.

57.03.00

For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the group insurance plan, shall be considered as time worked.

57.04.00

It is understood and agreed that the Company reserves the right to require employees to work on a holiday. When employees are required to work on a holiday, in addition to holiday pay at the regular straight time rate as provided in this Article, they shall receive two (2) times their effective hourly rate of pay for all hours worked.

57.05.00 Should one of the holidays authorized by paragraph 57.01.00 above fall on a regularly scheduled day off, employees will be paid for this holiday at their regular straight time rate of pay.

57.06.00(DS) The following named four (4) holidays shall be observed for pay purposes on the holiday and shall not be relocated to an adjacent day: New Year's Day, 4th of July, Thanksgiving Day, Christmas Day. Other holidays listed in Section 57.01.00 shall be observed for pay purposes in accordance with the principles of section 57.01.00.

ARTICLE 58.00.00 VACATIONS

58.01.00 Each employee covered hereby shall be entitled to two (2) weeks of vacation with pay following completion of one (1) year of service with the Company or at the facility, pursuant to Article 51.00.00 herein; two (2) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 51.00.00 herein up to and including five (5) years; three (3) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 51.00.00 herein, up to and including fourteen (14) years; four (4) weeks of vacation with pay following each subsequent year of employment with the Company or at the facility pursuant to Article 51.00.00 herein, subject to the following rules.

58.02.00(S) Up to six (6) unranked Fire Suppression employees may take Vacation per day.

58.03.00 Vacation credit shall accrue as follows:

58.03.01(P) For Fire Prevention employees: During the first (1st) year of employment and during each subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue one and fifty-four hundredths (1.54) hours of vacation credit per week for each creditable week.

58.03.02(D) For Fire Dispatch employees: During the first (1st) year of employment and during each subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue one and sixty-two hundredths (1.62) hours of vacation credit per week for each creditable week.

58.03.03(S) For Fire Suppression employees; during the first (1st) year of employment and during each subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue two and thirty-one hundredths (2.31) hours of vacation credit per week for each creditable workweek.

58.03.04(P) For Fire Prevention employees: During the sixth (6th) year and subsequent years of employment, through and including the fourteenth (14th) year, employees shall accrue two and thirty-one hundredths (2.31) hours of vacation credit per week for each creditable week.

58.03.05(D) For Fire Dispatch employees: During the sixth (6th) year and subsequent years of employment, through and including the fourteenth (14th) year, employees shall accrue two and forty-three hundredths (2.43) hours of vacation credit per week for each creditable week.

58.03.06(S) For the Fire Suppression, during the sixth (6th) and subsequent years of employment, employees shall accrue three and forty-seven hundredths (3.47) hours of vacation credit per week for each creditable workweek.

58.03.07(P) For Fire Prevention employees: During the fifteenth (15th) and each subsequent year of employment, employees shall accrue three and eight hundredths (3.08) hours of vacation credit per week for each creditable work week.

58.03.08(D) For Fire Dispatch employees: During the fifteenth (15th) and each subsequent year of employment, employees shall accrue three and twenty-four hundredths (3.24) hours of vacation credit per week for each creditable work week.

58.03.09(S) For Fire Suppression; during the fifteenth (15) and subsequent years of employment, employees shall accrue four and sixty two hundredths (4.62) hours of vacation credit per week for each creditable workweek.

58.03.10 For the Fire Suppression, during the twentieth (20) years and each subsequent year of employment, employees shall receive an additional twenty four (24) hour day of vacation credit per each additional year of employment. For Fire Suppression one (1) additional day per each subsequent year. For Fire Dispatch a twelve (12) hour day per each subsequent year.

58.03.11 For the Fire Suppression, during the twenty-fifth (25) year and each subsequent year of employment, employees shall receive two (2) twenty four (24) hour days of vacation credit per each additional year of employment. **For Fire Prevention,** two (2) additional days per each subsequent year. **For Fire Dispatch** two (2) twelve (12) hour days per each subsequent year of employment.

58.04.00 For the purposes of accruing vacation credit for full time and part time employees, a creditable work week shall be defined as follows:

58.04.01 A work week during which an employee works no less than one (1) full work day, or is on vacation or other paid leave, except as limited in paragraph 58.04.02 below.

58.04.02 The first (1st) four (4) full work weeks of any absence compensable under an insurance program.

58.05.00 Vacation pay shall be computed at the employee's regular straight time rate at the time of vacation, and shall be limited to those credits the employee has vested on the date of eligibility for such vacation.

58.06.00 Employees with less than six (6) full years of service may bank earned vacation credits to an amount equal to four (4) weeks of earned vacation, (two hundred and forty (240) hours for fire suppression shift personnel). Employees in their sixth (6th) year up to and including their fifteenth (15th) year of Company service or at the facility pursuant to Article 51.00.00 herein and subsequent years may bank earned vacation credits to an amount equal to six (6) weeks of earned vacation (three hundred and sixty (360) hours for fire suppression shift personnel). Employees with more than sixteen (16) years of Company service or service at the facility pursuant to Article 51.00.00 herein may bank earned vacation credits up to eight (8) weeks of earned vacation (four hundred and eighty (480) hours for fire suppression shift personnel); employees with more than twenty (20) years of Company service or service at the facility pursuant to Article 51.00.00 herein may bank earned vacation credits up to ten (10) weeks of earned vacation (six hundred (600) hours for fire suppression shift personnel).

58.07.00 Weekly vacations must be requested no less than seven (7) days in advance and will, insofar as practicable, be granted as requested by eligible employees. When conflicts in requested periods of vacation arise, the employee having the greater bargaining unit seniority shall be given preference, with due consideration given to the timeliness of the conflicting request.

58.07.01 When an employee puts in his weekly vacation request, the Company will respond to the request within seven (7) calendar days. The vacation period referred to in this Article shall be requested in writing at least seven (7) calendar days in advance by the employee.

If the original requested date cannot be agreed to, the Company and employee shall immediately agree to a mutually acceptable alternate day/week to be taken within thirty (30) calendar days following receipt by the Company of said employee request. Once the employee and the Company agree to a time mutually convenient, the time selected for the vacation period shall not be changed unless the employee and the Company agree to do so.

58.08.00 It is understood and agreed that final approval of weekly vacation requests rests exclusively with the Company to assure orderly operation of the work area in accordance with 58.01.00(FD). Week long vacations shall have priority over less than one (1) week requests.

58.08.01 At the employees request, the employee shall receive his vacation pay prior to his vacation. Such request shall be made at least two (2) weeks prior to his vacation.

58.09.00 When a holiday, as defined in this Agreement, falls within the employee's vacation period, such holiday hours shall not be charged as vacation hours.

58.10.00 Employees who have completed their trial period shall vest vacation credits as accrued.

58.11.00 Employees who terminate employment will be paid all accrued vacation time.

58.12.00 In addition to weekly increments, vacation credits may be used in any amount up to an amount equal to the employee's regular work shift.

58.13.00 An employee who has at least forty (40) hours of vacation accrued may elect to be paid the excess of unused vacation one time each calendar year. Pay out of vacation is not to be counted as time worked for any other calculations.

ARTICLE 59.00.00 PAID PERSONAL LEAVE

59.01.00(P) Regular full-time Fire Prevention employees as defined in 51.00.00 who have completed their trial period shall be able to take paid personal leave.

Paid personal leave shall accrue at the rate of one and fifty-four hundredths (1.54) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.02.00(D) Regular full-time Fire Dispatch employees shall accrue paid personal leave at the rate of one and sixty-two hundredths (1.62) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.03.00(P) After seven (7) years of employment, regular full-time **Fire Prevention** employees shall accrue paid personal leave at the rate of one and sixty-nine hundredths (1.69) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.04.00(D) After seven (7) years of employment, regular full-time **Fire Dispatch** employees shall accrue paid personal leave at the rate of one and eighty-five hundredths (1.85) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.05.00(P) After ten (10) years of employment, regular full-time **Fire Prevention** employees shall accrue paid personal leave at the rate of one and eighty-five hundredths (1.85) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.06.00(D) After ten (10) years of employment, regular full-time **Fire Dispatch** employees shall accrue paid personal leave at the rate of two and seven hundredths (2.07) hours for each creditable work week as defined in 58.04.01 and 58.04.02.

59.07.00(S) For Fire Suppression, paid personal leave shall accrue at the rate of two and thirty one hundredths (2.31) hours for each creditable work week.

59.07.01(S) After seven (7) years of employment, **Fire Suppression** employees shall accrue paid personal leave at the rate of two

and seventy-seven hundredths (2.77) hours for each creditable work week as defined in 58.04.01 and 58.04.02

59.07.02(S) For Fire Suppression employees: After ten (10) years of employment, regular full-time fire suppression employees shall accrue paid personal leave at the rate of one three and twenty four hundredths (3.24) hours for each creditable work week as defined as defined in 58.04.01 and 58.04.02.

59.08.00 All personal leave hours shall be credited to the employee's account. Personal leave may be utilized for sickness, medical appointment, or personal reasons.

59.09.00 The employees and the Union recognize their obligation to prevent unnecessary absence or any other abuse of this personal leave provision. The Company and the Union recognize the existence of bona fide family emergencies and employees shall be able to utilize personal leave for such purposes.

59.10.00 An employee who is prevented from reporting for work by reason of sickness or injury shall promptly notify his immediate supervisor of his inability to report for work, giving the reason for the absence. When an employee desires to utilize personal leave for reasons other than illness or injury such time off must be requested in advance, if possible, and taken at a time mutually convenient to the employee and the Company.

59.11.00 Approved paid personal leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday

59.12.00 Personal leave cannot be taken once the employee has evidenced his intent to leave the employ of the Company, unless approved by the Division Manager.

59.13.00 Paid personal leave shall be considered as time worked for the purpose of computing overtime.

59.14.00 Employees will be allowed to carry over personal leave credit from year-to-year, without limitation.

59.15.00 Unused Paid Personal Leave shall be paid off upon termination of employment.

ARTICLE 60.00.00 BEREAVEMENT LEAVE

60.01.00 Up to three (3) days bereavement leave with pay (seven (7) days for multiple deaths) for Fire Prevention and Dispatch and two (2) twenty-four (24) hour shifts for suppression personnel, will be granted to an employee(s) on the active payroll who, because of death(s) in the immediate family, takes time off from work during his/her normal work schedule. Such pay shall be for normal regularly scheduled hours at his/her regular straight time rate, including shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave must be taken within seven (7) days (ten (10) days for multiple deaths) following the death(s). Proof of such death(s) shall be provided to the Company within seven (7) days after taking bereavement leave. Such proof may be in the form of an obituary, death certificate or funeral home notice.

60.01.01 For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as follows: Spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepbrother, stepsister, half-brother, half-sister, stepchildren, and foster children.

ARTICLE 61.00.00 JURY DUTY

61.01.00 An employee required to serve on a jury and who misses work shall be paid the difference between his straight-time earnings and the amount paid him for jury duty, provided he furnishes proof of such jury duty and provided the hours of

jury duty occur during the employee's regularly scheduled shift or as otherwise provided herein.

61.01.01 Pay for such time lost shall be computed at the employee's regular straight-time rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of their normal regularly scheduled hours for Fire Suppression and dispatch or in excess of forty (40) in any work week for Fire Prevention

61.01.02 To be eligible for payment of jury service pay, employees must notify their supervisor no later than the completion of their regular work shift next following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury service pay until such time as they present to the Company a stamped, dated document from the court attesting to the date or dates of such jury service, and the fee or compensation paid to them by the court, exclusive of transportation allowances.

(a) If a first shift, sometimes known as day shift, employee is released by the court by 11:00 a.m. (6:00 p.m. for Fire Suppression shift personnel), he shall be required to report to work after release from jury duty. If a day shift employee is released by the court after 11:00 am (6:00 p.m. for Fire Suppression shift personnel)), he shall be required to work his next scheduled workday.

(b) A night shift dispatching employee shall not be required to work his scheduled shift immediately prior to his first morning of jury duty. If a night shift dispatching employee is released by the court by 3:00 p.m. and not scheduled for jury duty the following day, he shall be required to work his scheduled shift that night. If a night shift dispatching employee is released by the court after the

3:00 pm he shall not be required to work his scheduled shift that night.

61.02.00 Employees responding to a subpoena as a Company witness are considered to be on paid time.

ARTICLE 62.00.00 PROMOTIONS/TRANSFERS/TEMP ASSIGNMENT

62.01.00 In order to provide maximum stability to insure the even flow of operations, the security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign or upgrade employees to areas within such employee's section, and where not possible, temporarily assign or upgrade employees to other departments within the Company as the work load dictates for up to forty-five (45) calendar days.

Such temporary assignments shall be made in accordance with the provisions of Section 22.01.01. It is agreed that the forty-five (45) calendar day period may be waived by mutual Agreement between the Company and the Union.

62.01.01 When a temporary assignment is required in a given classification, the Company shall offer that assignment to the most senior qualified employee in that job classification desiring to work that assignment. However, in the event no qualified employee desires to work the assignment, it shall be the prerogative of the Company to require the least senior qualified employee(s) to perform that assignment.

62.01.02 Assignments to shifts will be made whenever necessary. Temporary shift assignments and work schedules will be made within the work section in the inverse order of seniority provided there are no senior volunteers and provided the individual has the skill and ability to perform the job duties. However, when an employee is temporarily upgraded to another classification in a section other than their own section, that employee shall not use his seniority for preference of shifts or scheduled workweek.

62.01.03 When making temporary assignments to other shops, the Company shall ask for volunteers by seniority within the classification. Failing enough volunteers, the junior employees may be required to temporarily transfer.

62.01.04 For permanent shift assignments and work schedules, volunteers will be solicited by posting and selection will be made in accordance with Article 22.00.00.

62.01.05 If the Company requires a permanent position within a branch without increasing personnel, (i.e. moving individuals from section to section or from shift to shift), that position need not be posted, but shall be offered by seniority within the affected classification and, failing sufficient volunteers, shall be filled by requiring the junior employee(s) within the classification to fill the position.

62.01.06 Employees temporarily upgraded to a job classification assigned a higher rate shall receive the rate of the higher job classification based on their standing in the progression schedule, or continue at their present rate, whichever is greater.

If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment. Pay increases relative to such temporary upgrades shall become effective at the time the employee assumes the new assignment.

62.02.00(DP) When it is determined by the Company that a vacancy in Fire Prevention or 9-1-1-Dispatch hereby exists, and that such vacancy shall be filled, the vacancy shall be posted on Company bulletin boards for bidding along with bid forms. Having posted such vacancy in accordance with the above, there

shall be no requirement for the Company to again post such vacancy for a period of thirty (30) days from the prior posting date. However, each successive vacancy shall be posted and bid separately. Such notice shall contain the following information:

- (a) Job Classification;
- (b) Department, Branch Location and Section;
- (c) Specific Initial Shift;
- (d) Qualification Requirements;
- (e) Wage Rate;
- (f) Required reporting date and time;
- (g) Date and time after which bids will no longer be accepted;
- (h) Specific workweek schedule.
- (i) Once an employee has accepted and signed an internal bid offering, said bid cannot be rescinded without management concurrence.

62.02.01 The Company shall furnish a copy of the job posting at the time of posting to the Chief Shop Steward.

62.03.00 Regular vacancies shall be posted and held open for a period of five (5) work days. It is understood and agreed that the Company may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled

62.04.00 Bids must be in writing to the Human Resources Manager, who shall affix thereto the date and time to validate timely filing, with a copy to the Chief Steward or designated representative. Bids received after the closing date will not be considered.

62.05.00 The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Temporary vacancies expected to be of not more than forty-five (45) calendar days need not be posted. It is agreed that the forty-five (45) calendar day period may be waived by mutual agreement between the Company and the Union.

62.06.00 When an employee covered hereby is awarded a posted position, and such employee fails to satisfactorily perform the duties thereof pursuant to the provisions of 22.11.00 within thirty (30) days actually worked after assuming the position, the employee will be returned to the job last held prior to the bid award, provided the classification has not been abolished. Employees so returned shall not be eligible to bid again for the job from which they returned for a period of six (6) months. However, said employee regains his right to bid on any other open position immediately.

62.06.01 Employees will not be awarded a job when such award would create a conflict of interest, that is when the position would report to, either directly or indirectly, to a family member in management / supervisor level position, a family member as family is defined in Article 20.01.01, or when in the accounting office if family members are in the bargaining unit.

62.07.00 An employee awarded a job vacancy shall be reclassified to the promoted job classification as of the first day of work on the job. Such reclassification shall occur no later than fourteen (14) calendar days after the job is awarded. However, if such assignment cannot be physically made, the employee shall be entitled to the higher rate of pay on the date the assignment should have been made.

62.08.00 The notice of bid award shall be posted on Company bulletin boards within five (5) working days after the job bid has been closed. The Company will notify those who applied, in writing, as to the reasons why they were not

selected within three (3) working days after the bid award has been posted. The job description posted and awarded shall be placed in the successful bidder's personnel file.

62.09.00 Nothing in this Agreement shall be construed to prevent an employee from performing work which is below his classification when required to do so by the Company. Such employee shall not suffer a reduction in pay.

62.10.00 Bids shall be awarded on the basis of the employee's seniority, provided the senior employee meets the minimum job prerequisite qualification of the posted position and provided the employee can perform the work required, and can demonstrate that he can become acceptably knowledgeable to perform the duties of the posted position within thirty (30) worked days. The waiving of any of the minimum prerequisite qualifications will result in the posting being awarded solely by seniority to the senior bargaining unit employee bidding for the vacant position. All employees of IAP Worldwide Services, Fort Irwin, may bid on any posted vacancy.

62.11.00 With respect to Lead positions, the Company will consider all bidders on the basis of (a) qualifications, (b) ability to perform the duties of the posted position and (c) seniority. When it is determined that factors (a) and (b) are substantially equal, then and only then (c) shall govern.

62.12.00 If there are no qualified bidders or no bids the Company may fill the opening as it deems appropriate.

62.13.00 When selecting employees for temporary upgrades under paragraphs 22.01.00 and 22.01.01 the procedure shall be as follows:

- (a) Upgrade the qualified senior employee in the affected section
- (b) If there are no volunteers, the junior qualified employee in the section may be required to perform the work.

(c) If there are no qualified employees in the affected section, the Company will then go to the qualified senior employee in the branch, and failing to find a qualified person in the branch the Company will go to the division. It is understood that the Company may force the affected junior qualified employee to do the work required.

(d) All temporary upgrades require prior Supervisory approval prior to employee performing the upgrade assignment.

62.13.01 The Company shall notify the Union of its intention to create a new section or to revise any such section. Said notice shall be given to the Union in advance of the implementation of such new or revised section provided operational requirements permit.

62.14.00(S) The provisions of the following sections of this Article apply only to an employee who is working in a classification higher than his current permanent classification. In order to qualify for a promotion, temporary upgrade, transfer or temporary assignment, to Captain, Lieutenant or Engineer an employee must be on the promotion list for that higher classification and meet the DoD qualifications for that position.

62.16.00(PS) A promotion, temporary upgrade, transfer or temporary assignment will be based on an employee's standing on the current promotion list. The Company will maintain a promotion list for the positions of:

- (a) Captain;
- (b) Lieutenant, Fire Prevention; and
- (c) Engineer.

An employee must pass each individual section of the testing procedure with a minimum score of 70% or that employee will fail. An employee's

total score will be a combined average from each section of the testing procedure. Each section will be worth a total of 100 points maximum. In order to test for Engineer, an employee must have one (1) year at the Fort Irwin Fire Department and have at least two (2) of the following DoD certifications: D/O pumper, D/O ARFF, D/O Aerial, D/O mobile water supply... In order to test for Lieutenant, an employee must have three (3) years at the Fort Irwin Fire Department. In order to test for Captain, an employee must have three (3) years at the Fort Irwin Fire Department, DoD fire Officer I certification, and a minimum of 1 year experience as a full time Engineer with a full time fire department.

The promotion list will expire:

- (a) One (1) year from the date of posting. The new list will be posted within thirty (30) days prior of that expiration date, but not be valid until the current list expires; or
- (b) When the list is at zero (0) names at which time the Company will be required to establish a new list within fourteen (14) days of the required thirty (30) day posting period.

An employee's standing on the promotion list shall be based on his combined average test score. In case of a tied score seniority shall prevail. The list will be used for both temporary upgrades and promotions.

62.17.00(PS) To be eligible for the promotion list, the employee must complete the tests as scheduled. Notification of test dates will be posted thirty (30) calendar days in advance. Candidates will be required to sign up for the tests. A successful candidate shall not be required to retest during the twelve (12) months period, but shall be given the option to retain his score or retest. A steward may be present during the testing and interviewing process.

62.18.00(PS) The Company will select from either of the top two (2) names on the promotion list in accordance with Section 62.17.00 above. Should the Company fail to test as prescribed above, then temporary upgrades and promotions shall be awarded based on seniority.

62.19.00(PS) Test results will be posted within fourteen (14) days of the completion of the tests.

62.20.00(PS) When a test is given on an employee's day off, the employee shall be paid in accordance with section 56.01.00(FD). Such employee shall not be required to stay over eight (8) hours.

62.21.00(PS) When an employee is temporarily upgraded by the Company to perform work of a higher paid classification; he shall be paid the higher rate for all hours worked at the higher rate of pay. If he is temporarily assigned to work in a lower paid classification, he shall suffer no reduction in pay.

62.22.00(PS) When an employee is permanently promoted from one classification to another, he shall be paid the rate of the new job effective with the date of transfer or actual assignment, whichever is the earlier.

62.22.01(PS) Employees must meet the time in grade and testing requirements to be promoted to a higher classification. Employees promoting to a higher classification will be required to hold all DOD certificates required of the higher classification PRIOR to promotion.

ARTICLE 63.00.00 UNIFORMS

63.01.00 Employees will be required to wear the uniforms designated by Company management.

63.02.00 The Company will supply the following uniform items as listed in Appendix "B".

63.02.01 For newly hired Fire Department employees, upon completion of orientation, said employee shall be issued a written authorization to obtain the appropriate uniforms as listed in Appendix "H" as initial issue for the classification.

63.02.02 After initial uniforms have been issued to new employees it is agreed that replacement uniforms will be reissued each year in the month of February. Each classification will be eligible to purchase replacement uniforms and articles not to exceed the maximum amounts each year through a voucher system:

Maximum voucher amounts will be based on clothing re-issue costs as compared to initial issue. This amount will be updated annually prior to ordering. A Uniform maintenance stipend of one hundred and fifty dollars (\$150.00) will be given to each uniformed employee one time each year in the month of October.

63.02.03 It shall be the employees responsibility to provide the Uniform Coordinator with the proper sizes and quantities no later than 31 October of each year and confirm exact items received. All items are for the exclusive use of the employee and must be worn according to fire department policy. Unreasonable requests may not be approved.

63.02.04 All uniforms are considered property of the company. Upon voluntary or involuntary termination of an employee's

employment, company issued uniforms and accessories shall be returned to the company.

ARTICLE 64.00.00 GENERAL

64.01.00(S) In Fire Suppression classifications the Company will require an employee to take and pass a physical examination on an annual basis and at any time which the Fire Chief deems necessary to insure an employee is physically qualified to perform each and all required duties of his job. Such additional physical examinations, other than the annual physical examination, may be required only for legitimate, compelling reasons. The cost of such examinations shall be paid by the Company.

64.02.00 It is agreed between the Company and the Union that the personnel in the classification of Captain (Fire Department) have the right to perform first line disciplinary action up to but not exceeding the verbal documented warning for minor offences only.

ARTICLE 65.00.00 SHIFT TRADES

65.01.00 All requests for a shift swap shall be submitted electronically and will include the name of the person requesting the shift swap, the date of the commencement of the first shift swap, the name of the second party to the shift swap and the date of the second shift being swapped.

65.02.00 The shift swap request must be submitted and approved by both Shift Battalion Chiefs and Captains affected prior to the date of the first shift being swapped.

65.03.00 Approved shift swaps must be completed within the pay period and shall not create any additional cost to the company.

65.04.00 In most cases it is the intent of the parties to accommodate shift swaps to meet the needs of the employees, however, it is also agreed that shift swaps will not be granted and approved under the following conditions:

- 1) If the shift swaps are not within the same pay period
- 2) If the shift swap will create overtime or double time payment exposure to the employer
- 3) If the shift swap would interfere with planned training or projects
- 4) If the shift swap policy is not followed or is abused.

65.05.00 It shall be the responsibility of the person(s) submitting the shift swap to insure that no additional overtime exposure is created for the company by approving said shift swap.

65.06.00 Personnel involved in shift swaps who agree to said shift swap and fails to uphold their obligation from the shift swap without compelling and legitimate reasons shall receive a review of the shift swap policy upon the first failure and furthermore, shall upon a second failure be barred from participation in the shift swap program for a period of six (6) months for each and any second and subsequent failures.

65.07.00 Failure of either participating bargaining unit employee to uphold their obligation in any agreed shift swap that has been verified in writing will subject said violating employee to appropriate contractual obligation including the utilization of PPL time, Vacation time or appropriate disciplinary action as contained in Appendix E of the current labor agreement between the parties.

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APPENDIX "A-1" WAGES

JOB CLASSIFICATION	CURRENT WAGE	EFFECTIVE 10/1/2008 Phase I	EFFECTIVE 10/1/2009 Phase II	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
<i>Captain Fire Dept. I</i>	\$17.73	\$19.50	\$21.00	\$21.62	\$22.33	\$23.11
<i>Captain Fire Dept. II</i>	\$17.73	\$20.00	\$23.00	\$23.70	\$24.50	\$25.36
<i>Captain Fire Dept. III</i>	\$17.73	\$21.00	\$24.00	\$24.74	\$25.58	\$26.48
<i>Engineer Fire Dept. I</i>	\$14.87	\$16.50	\$18.50	\$19.02	\$19.61	\$20.30
<i>Engineer Fire Dept. II</i>	\$14.87	\$17.00	\$19.50	\$20.01	\$20.52	\$21.24
<i>Engineer Fire Dept. III</i>	\$14.87	\$18.00	\$20.50	\$21.13	\$21.85	\$22.61
<i>Firefighter I</i>	\$13.92	\$14.50	\$16.00	\$16.49	\$17.05	\$17.65
<i>Firefighter II</i>	\$13.92	\$15.50	\$17.50	\$18.04	\$18.66	\$19.31
<i>Firefighter III</i>	\$13.92	\$16.00	\$18.50	\$19.06	\$19.70	\$20.39
<i>Fire Prevention Specialist I</i>	\$15.00	\$18.03	\$21.06	\$21.59	\$22.19	\$22.97
<i>Fire Prevention Specialist II</i>	\$16.83	\$20.44	\$24.05	\$24.64	\$25.31	\$26.20
<i>Fire Prevention Specialist III</i>	\$18.64	\$22.55	\$26.46	\$27.11	\$27.86	\$28.84
<i>Fire Dispatcher I</i>	\$15.15	\$17.37	\$19.60	\$20.13	\$20.74	\$21.47
<i>Fire Dispatcher II</i>	\$15.15	\$18.16	\$21.16	\$21.80	\$22.53	\$23.32
<i>Fire Dispatcher III</i>	\$15.15	\$19.00	\$22.86	\$23.43	\$24.00	\$24.84
<i>Lieutenant Fire Prevention</i>	\$16.23					

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APPENDIX "B-1" **Fire Department Uniforms**

In accordance with Article 63.02.00, the Company shall provide the following uniforms for all employees in the fire department classification on initial issue:

Items annotated with ** are used to calculate annual maximum voucher amounts.

DISPATCHER

- Five (5) Gray monogrammed Polo Shirts **
to include name, position and Department logo
- Five (5) black uniform pants **
- One (1) Three Season (fleeced lined) Jacket – Burgundy with embroidered logo

FIRE PREVENTION SPECIALIST

- Six (6) white short sleeved Class B uniform shirts **
- One (1) white long sleeved Class B uniform shirts **
- Seven (7) Black uniform pants **
- One (1) pair steel toe/steel shank work boot
- One (1) "D" ring 1-1/2" black belt
- Two (2) Collar Brass – FPO in silver
- One (1) Department "Inspector" Badge
- Two (2) Polo Shirts with department logo & name **
- One (1) Name Plate – Silver
- One (1) Three Season (fleeced lined) Jacket – Black with embroidered logo
- One (1) Flex fit Ball Cap – Black with embroidered logo **

FIRE SUPPRESSION

- Three (3) Navy Blue Nomex or other approved Fire Resistive short sleeved Class B uniform shirts **
- Three (3) Navy Blue Nomex or other Fire Resistive uniform pants **
- One (1) pair steel toe/steel shank, 8" all leather work boots

- ❑ One (1) "D" ring 1-1/2" black belt
- ❑ Two (2) Collar Brass – silver- for assigned classification
- ❑ One (1) Department Badge – for assigned classification
- ❑ Two (2) Polo Shirts with department logo & name in Navy Blue **
- ❑ One (1) Name Plate – Silver
- ❑ One (1) Three Season (fleeced lined) Jacket – Navy Blue
- ❑ One (1) Flex fit, or adjustable Ball Cap – Navy Blue with embroidered logo **
- ❑ Five (5) T-shirts S/S 100% cotton with pocket and screen-print **
- ❑ One (1) T-shirt L/S 100% cotton with pocket and screen-print **
- ❑ One (1) Sweat Shirt with screen-print on left chest **
- ❑ One (1) Sweat pant with pockets and screen-print on left leg **
- ❑ One (1) Sweat short with pockets and screen-print on left leg **
- ❑ One (1) Firefighters Work Shirt embroidered with department logo and name **

CLASS "A" UNIFORMS

Department approved Class A uniforms will consist of the following items:

- ❑ One (1) Black Navel Dress Double Breasted Jacket
- ❑ One (1) Black Matching Pant
- ❑ One (1) Long Sleeve White Poplin Shirt
- ❑ One (1) Black tie (Clip-on or Breakaway or 4 in hand)
- ❑ One (1) Black Class A hat (Firefighter, Engineer, Prevention Specialist)

White Class A hat (Captain and above)

- ❑ Two (2) button style collar brass (larger than Class B issued) for jacket
- ❑ Patches, rank stripes, and years of service crosses shall be provided as required by the FD Uniform SOG
- ❑ Class A dress shoes for all new employees hired after ratification.

Class A uniforms will be issued to employees in the classification of Captain, Engineer, Firefighter, and Fire Prevention Specialist following one (1) year of employment with the department. Employees may elect to receive laundered, dry-cleaned, and serviceable uniforms.

APPENDIX "C-1"

FIRE DEPARTMENT Ranks and Pay Steps

CAPTAIN (III)

Requirements

- A minimum of three (3) years experience as a Captain II
- Associates Degree or California Fire Officer I Certification
- DoD Fire Officer III
- DoD Fire Instructor III

CAPTAIN (II)

Requirements

- A minimum of three (3) years as a Captain I
- DoD Fire Officer II
- DoD Fire Instructor II
- DoD Fire Inspector II

CAPTAIN (I)

Requirements

- A minimum of two (2) years as an Engineer II or higher
- DoD Fire Officer I
- DoD Fire Instructor I
- DoD Fire Inspector I
- DoD Hazardous Materials Incident Commander
- Successfully complete promotional exam for Captain

ENGINEER (III)

Requirements

- A minimum of two (2) years as an Engineer II
- DoD Fire Officer I
- DoD Fire Inspector I
- DoD Fire Instructor I

ENGINEER (II)

Requirements

- A minimum of two (2) years as an Engineer I
- DoD Driver/Operator Pumper
- DoD Driver/Operator ARFF
- DoD Driver/Operator Aerial
- DoD Driver/Operator Mobile Water Supply

ENGINEER (I)

Requirements

- DoD Driver/Operator Pumper
- DoD Driver/Operator ARFF
- DoD Driver/Operator Aerial
- DoD Driver/Operator Mobile Water Supply
- Successfully complete Departments promotional exam for Engineer

FIREFIGHTER (III)

Requirements

- A minimum of three (3) years experience as a Firefighter II
- DoD Driver/Operator Pumper
- DoD Driver/Operator ARFF
- DoD Driver / Operator Aerial
- DoD Driver / Operator Mobile Water Supply
- Trench Rescue

FIREFIGHTER (II)

Requirements

- DoD Firefighter (II)
- DoD Airport Firefighter
- DoD Hazardous Materials Operational
- Confined Space Rescue
- California Class B Non Commercial Drivers License

- Complete 12 month Probation

FIREFIGHTER (I)

Requirements

- DoD Firefighter I or California Firefighter I
- California Class B permit
- DoD Hazardous Materials Awareness
- Emergency Medical Technician

FIRE PREVENTION SPECIALIST (III)

Requirements

- Minimum of three (3) years experience as a Fire Prevention Specialist (II) or equivalent
- DoD Fire Instructor (II) certification
- DoD Fire Inspector (II / III) certification
- CSFM Investigation 1A/1B

FIRE PREVENTION SPECIALIST (II)

Requirements

- Minimum of one (1) year experience as a Fire Prevention Specialist (I) or equivalent
- DoD Fire Instructor (I) certification
- DoD Fire Inspector (I) certification
- DoD Hazardous Materials Awareness certification

FIRE PREVENTION SPECIALIST (I)

Requirements

- One (1) year fire related experience

9-1-1 DISPATCHER (III)

Requirements

- A minimum of three (3) years experience as a 9-1-1 Dispatcher II
- Emergency Medical Dispatcher Certification

- Law Enforcement Dispatcher Certification

9-1-1 DISPATCHER (II)

Requirements

- A minimum of one (1) year experience as a 9-1-1 Dispatcher I
- DoD Telecommunicator I / II
- Cardiopulmonary Resuscitation
- Fire Dispatcher Certification
- DoD Hazardous Materials Awareness

9-1-1 DISPATCHER (I)

Requirements

- A minimum of one (1) year dispatching experience

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed on this _____ day of _____, 2009 by their duly authorized representatives.

**FOR:
TEAMSTERS UNION LOCAL #166**

Mike Bergen 2/1/09, 2009
Mike Bergen, Secretary-Treasurer
Teamsters Union Local 166

Tom Lewellen, 2009
Tom Lewellen, Business Representative
Teamsters Union Local 166

John Clark, 2009
John Clark
Chief Steward

**FOR:
IAP World Services Inc.**

Mark A. Gow 2/16, 2009
Mark A. Gow
Director Human Resources
IAP World Services Inc.

Frederick J. Nohmer, 2009
Frederick J. Nohmer
General Manager, IAP World Services
Ft. Irwin Support Project

Hobie Hicks, 2009
Hobie Hicks
Human Resource Manager
Ft. Irwin Support Project

David H. Toops 2/16, 2009
David H. Toops
VP Ops Army Air Force
IAP World Services Inc.

David B. Warhol, 2009
David B. Warhol
VP Human Resources
IAP World Services Inc.

APENDIX "A" WAGES

- A. Effective October 1, 2008 the following rates of pay shall apply to all employees (including Fire Department Employees) who have not completed their probationary period (480 hours worked) in the affected classification. For employees (including Fire Department Employees) hired after October 1, 2008 the rate of pay shall be at the 80% rate of the classification in which said employee(s) work the first four hundred and eighty (480) hours. After completion of said probationary period, said employee(s) shall advance to one hundred percent (100%) of the classification rate of pay.
- B. Employee(s) bidding into higher rated classifications will be 85% of the applicable wage rate or their previous rate whichever is greater for the thirty (30) day trial period. After completion of the thirty (30) day trial period, employees will be paid 100% of the classification rate.

General Increase to the wage schedule

October 1, 2008	4%	Compounded
October 1, 2009	3%	Non Compounded
October 1, 2010	3.5%	Non Compounded
October 1, 2011	4%	Non Compounded
October 1, 2012	3.5%	Compounded

DRAFT

Current Wage	Adjusted	Com 4% Effective 10/1/2008	3% Effective 10/1/2009	3.50% Effective 10/1/2010	4% Effective 10/1/2011	Com 3.5% Effective 10/1/2012
\$13.85		\$14.40	\$14.82	\$15.30	\$15.85	\$16.40
\$19.34		\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
\$16.13		\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$24.24		\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$17.73	\$19.50	\$19.50	\$21.00	\$21.62	\$22.33	\$23.11
\$20.00	\$20.00	\$20.00	\$23.00	\$23.70	\$24.50	\$25.36
\$21.00	\$21.00	\$21.00	\$24.00	\$24.74	\$25.58	\$26.48
\$19.34		\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
\$13.54		\$14.08	\$14.49	\$14.96	\$15.50	\$16.04
\$13.87		\$14.42	\$14.84	\$15.33	\$15.88	\$16.44
\$24.24		\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
\$15.15	\$17.37	\$17.37	\$19.60	\$20.13	\$20.74	\$21.47
\$18.16	\$18.16	\$18.16	\$21.16	\$21.80	\$22.53	\$23.32
\$19.00	\$19.00	\$19.00	\$22.86	\$23.53	\$24.29	\$25.14
\$15.15		\$15.76	\$16.21	\$16.74	\$17.35	\$17.96
\$18.43		\$19.17	\$19.72	\$20.37	\$21.10	\$21.85
\$17.93		\$18.65	\$19.19	\$19.81	\$20.53	\$21.26
\$15.14		\$15.75	\$16.20	\$16.73	\$17.34	\$17.95
\$29.09		\$30.25	\$31.12	\$32.14	\$33.30	\$34.47
\$24.24	\$25.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
\$24.24		\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$25.40		\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$25.40		\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$19.93	\$20.93	\$21.77	\$22.40	\$23.13	\$23.97	\$24.81

- Job Classification
- Administration Photo Clerk
- Appliance Mechanic
- Assignments And Termination Specialist
- Boiler Operator
- Captain Fire Department I*
- Captain Fire Department II*
- Captain Fire Department III*
- Carpenter Mason
- Clerk
- Clerk Branch
- Commercial Equip. Mechanic
- Dispatcher 911- I*
- Dispatcher 911-II*
- Dispatcher 911-III*
- Dispatch Clerk
- Drafter
- Drafter Technical Library
- EIC Reproduction Worker
- Electrician Operational
- Electrician Technician 990
- Electrician (MOUT)
- Electrician
- Electrician High Volt
- Electro Mechanical Technician
- Electronic Equipment Repair

\$19.93		\$20.73	\$21.33	\$22.03	\$22.83	\$23.63
\$19.10		\$19.86	\$20.43	\$21.10	\$21.86	\$22.63
\$22.55		\$23.45	\$24.13	\$24.92	\$25.82	\$26.72
\$27.21		\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
\$14.87	\$16.50	\$16.50	\$18.50	\$19.02	\$19.61	\$20.30
\$17.00	\$17.00	\$17.00	\$19.50	\$20.10	\$20.78	\$21.51
\$18.00	\$18.00	\$18.00	\$20.50	\$21.13	\$21.85	\$22.61
\$24.24	\$25.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
\$24.24	\$24.74	\$25.73	\$26.47	\$27.34	\$28.33	\$29.32
\$24.24		\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$24.24	\$25.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
\$24.24		\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$13.92	\$14.50	\$14.50	\$16.00	\$16.49	\$17.05	\$17.65
\$15.50	\$15.50	\$15.50	\$17.50	\$18.04	\$18.66	\$19.31
\$16.00	\$16.00	\$16.00	\$18.50	\$19.06	\$19.70	\$20.39
\$15.00	\$18.03	\$18.03	\$21.06	\$21.59	\$22.19	\$22.97
\$16.83	\$20.44	\$20.44	\$24.05	\$24.64	\$25.31	\$26.20
\$18.64	\$22.55	\$22.55	\$26.46	\$27.11	\$27.86	\$28.84
\$23.08		\$24.00	\$24.69	\$25.50	\$26.42	\$27.34
\$24.32		\$25.29	\$26.02	\$26.87	\$27.84	\$28.81
\$24.24		\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$19.39		\$20.17	\$20.75	\$21.43	\$22.21	\$22.99
\$18.04		\$18.76	\$19.30	\$19.93	\$20.65	\$21.37
\$25.40		\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$29.09		\$30.25	\$31.12	\$32.14	\$33.33	\$34.47
\$24.24		\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
\$19.36		\$20.13	\$20.72	\$21.39	\$22.17	\$22.94
\$27.11		\$28.19	\$29.00	\$29.95	\$31.03	\$32.12

Electric Equipment Repair
Electronic Technician I
Electronic Technician II
Electronic Technician III
Engineer I*
Engineer II*
Engineer III*
Equipment Mechanic (MOUT)
Equipment Mechanic Refuse
Equipment Mechanic
Equipment Operator (MOUT)
Equipment Operator
Firefighter I*
Firefighter II*
Firefighter III*
Fire Prevention I*
Fire Prevention II*
Fire Prevention III*
Fresh Water Operator Class I
Fresh Water Operator Class II
Hospital Maintenance Mechanic
Housing Inspector
Housing Referral Specialist
HVAC Commercial Mechanic

HVAC Operational
Technician 990
HVAC Mechanic
HVAC Trade Tech Jr. Level
Illustrator

\$12.08	\$12.56	\$12.92	\$13.34	\$13.82	\$14.30
\$12.08	\$12.56	\$12.92	\$13.34	\$13.82	\$14.30
\$12.32	\$12.82	\$13.33	\$14.16	\$14.67	\$15.17
\$12.08	\$12.56	\$12.92	\$13.34	\$13.82	\$14.30
\$20.36	\$21.17	\$21.78	\$22.49	\$23.30	\$24.12
\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$28.45	\$29.59	\$30.44	\$31.44	\$32.58	\$33.72
\$26.91	\$27.99	\$28.80	\$29.74	\$30.82	\$31.90
\$26.91	\$27.99	\$28.80	\$29.74	\$30.82	\$31.90
\$27.21	\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
\$25.40	\$26.40	\$27.46	\$28.25	\$29.17	\$30.23
\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$16.38	\$16.88	\$17.56	\$18.07	\$18.66	\$19.34
\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
\$27.21	\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
\$20.68	\$21.51	\$22.13	\$22.85	\$23.68	\$24.51
\$25.41	\$26.43	\$27.19	\$28.08	\$29.10	\$30.12
\$20.35	\$21.16	\$21.77	\$22.49	\$23.30	\$24.12
\$20.96	\$21.46	\$22.32	\$23.71	\$24.57	\$25.43
\$21.84	\$22.71	\$23.37	\$24.13	\$25.00	\$25.88
\$21.80	\$22.67	\$23.32	\$24.08	\$24.95	\$25.82
\$34.78	\$36.17	\$37.21	\$38.43	\$39.82	\$41.21
\$15.15	\$15.76	\$16.21	\$16.74	\$17.35	\$17.96
\$12.97	\$13.49	\$13.88	\$14.33	\$14.85	\$15.37
NO					
\$16.23	Phase Rate	?	?	?	?
\$20.80		\$21.63	\$22.25	\$22.98	\$23.81

- Laborer Grounds
- Laborer Sign
- Laborer Refuse
- Laborer TSD
- Lead Assignment Termination Specialist
- Lead Boiler Operator
- Lead EIC
- Lead Electrician Low Volt
- Lead Electrician High Volt
- Lead Electronic Technician TSD
- Lead Equipment Operator (MOUT)
- Lead Equipment Operator
- Lead HVAC
- Lead Laborer Grounds
- Lead Laborer Refuse
- Lead Maintenance Mechanic
- Lead Model Maker
- Lead Payroll Technician
- Lead Plumber
- Lead Quick Service Mechanic
- Lead Refuse Collector
- Lead Storekeeper
- Lead Warehouse Worker
- Lead Waste Water Operator
- Library Administrator
- Library Aide
- Lieutenant Fire Department Prevention
- Locksmith

	\$14.52	\$15.10	\$15.54	\$16.05	\$16.63	\$17.21
Mail Clerk						
Maintenance Operational Technician 990	\$29.09	\$30.25	\$31.12	\$32.14	\$33.30	\$34.47
Maintenance Mechanic (MOUT)	\$24.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
Maintenance Mechanic	\$24.24	\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
Medium Vehicle Operator	\$14.33	\$14.90	\$15.33	\$15.83	\$16.40	\$16.97
Metal Worker	\$24.75	\$25.74	\$26.48	\$27.35	\$28.34	\$29.33
Model Maker I	\$17.33	\$18.02	\$18.54	\$19.15	\$19.84	\$20.53
Model Maker II	\$22.54	\$23.44	\$24.12	\$24.91	\$25.81	\$26.71
Model Maker III	\$26.29	\$27.34	\$28.13	\$29.05	\$30.10	\$31.15
Painter	\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
Payroll Technician	\$19.01	\$19.77	\$20.34	\$21.01	\$21.77	\$22.53
Payroll Technician Jr	\$17.22	\$17.91	\$18.43	\$19.03	\$19.72	\$20.41
Photographer	\$27.11	\$28.19	\$29.00	\$29.95	\$31.03	\$32.12
Planner Estimator	\$19.39	\$20.17	\$20.75	\$21.43	\$22.21	\$22.99
Plumber	\$24.24	\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
Power Generator Mech I (MOUT)	\$24.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
Power Generator Mechanic I	\$24.24	\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
Power Generator Mechanic II	\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
Property Management Spec (MOUT)	\$19.01	\$20.81	\$21.41	\$22.11	\$22.91	\$23.71
Property Management Specialist	\$19.01	\$19.77	\$20.34	\$21.01	\$21.77	\$22.53
Production Controller	\$17.40	\$18.10	\$18.62	\$19.23	\$19.93	\$20.63
Quick Service Mechanic	\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
Range Maint Worker (MOUT)	\$19.34	\$21.15	\$21.76	\$22.47	\$23.28	\$24.09
Range OPS Specialist	\$16.61	\$19.17	\$19.72	\$20.37	\$21.11	\$21.85
Range Support Specialist	\$17.43	\$19.17	\$19.72	\$20.37	\$21.11	\$21.85
Range Scheduler	\$19.09	\$19.85	\$20.42	\$21.09	\$21.85	\$22.61
Recreation Aide	\$12.97	\$13.49	\$13.88	\$14.33	\$14.85	\$15.37
Recreation Assistant	\$12.08	\$12.56	\$12.92	\$13.34	\$13.82	\$14.30
Recreation Specialist	\$13.09	\$13.61	\$14.00	\$14.46	\$14.98	\$15.50

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\$15.15	\$15.76	\$16.21	\$16.74	\$17.35	\$17.96
\$15.05	\$16.17	\$16.64	\$17.18	\$17.80	\$18.42
\$13.54	\$14.08	\$14.49	\$14.96	\$15.50	\$16.04
\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
\$24.24	\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
\$17.16	\$17.85	\$18.36	\$18.96	\$19.65	\$20.34
\$19.13	\$19.90	\$20.47	\$21.14	\$21.91	\$22.68
\$18.10	\$18.82	\$19.36	\$19.99	\$20.71	\$21.43
\$15.19	\$15.79	\$16.25	\$16.78	\$17.38	\$18.00
\$14.20	\$14.77	\$15.20	\$15.70	\$16.27	\$16.84
\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$19.53	\$20.31	\$20.90	\$21.58	\$22.36	\$23.14
\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$23.08	\$24.00	\$24.69	\$25.50	\$26.42	\$27.34
\$28.86	\$30.01	\$30.88	\$31.89	\$33.04	\$34.20
\$19.33	\$20.10	\$20.68	\$21.36	\$22.13	\$22.90
\$23.08	\$24.00	\$24.69	\$25.50	\$26.42	\$27.34
\$13.85	\$14.40	\$14.82	\$15.30	\$15.85	\$16.40

Recreation Specialist Senior
 Refuse Vehicle Operator
 Scheduler
 Sign Maker I
 Sign Maker II
 Sprinkler Repair
 Storekeeper A
 Storekeeper B
 Supply Clerk
 Tool Crib Attendant
 Trades Helper
 Unit Post Officer
 Warehouse Worker
 Wastewater Operator Class I
 Wastewater Operator Class II
 Wastewater Operator UNC
 Water Distribution Operator I
 Work Reception Clerk

*Yearly Adjusted Percentages DO NOT Apply to Fire Department. Adjustments were made independently to raise to industry Standards

APPENDIX "B"
AUTHORIZATION FOR DUES DEDUCTION

I, (PRINT NAME) _____, hereby authorize and direct my Employer every month to deduct from my wages all initiation fees, reinitiation or reinstatement fees, membership dues and uniform assessments as required by Teamsters Local No. 166, or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Secretary-Treasurer of Teamsters Local Union No. 166.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, unless written notice is given by me to my Employer and the Union at least 45 days but not more than 60 days prior to the expiration of each year period or of the applicable collective bargaining agreement, whichever occurs first.

This authorization and assignment is made pursuant to Section 302 of the National Labor Relations Act, as amended, and is in full force and effect to the extent permitted by the Act.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

APPENDIX "C"

SUBSTANCE ABUSE POLICY

WHEREAS, The Company and the Union jointly recognize the need for a Drug Free Workplace and a zero tolerance substance abuse policy. To achieve this goal through negotiations and mutual agreement between the parties, the Company and Union has established Substance Testing under the following conditions; Reasonable Suspicion, Random Testing for all employees as well as Post Vehicular and / or industrial accidents. For the purposes of this Appendix "C" a self referral is defined as any movement to self help assistance by an employee prior to any workplace event that is initiated by management. A Management referral is defined as any event in which the Employer has intervened and initiated any action as contained in this Appendix "C". Once the Employer has initiated any action under the guideline of this Appendix "C" said action shall be considered the start of a Management referral.

WHEREAS, the Company and the Union acknowledge that substance abuse is a serious and complex, but treatable condition/disease that negatively affects the productive, personal, and family lives of employees and the stability of the Company; and,

WHEREAS, the Company and the Union are committed to addressing the problems of substance abuse in order to ensure the safety of the working environment, employees, and the public, and to providing employees with access to necessary treatment and rehabilitation assistance; and,

WHEREAS, the Company and the Union has defined a program of employee assistance and have provided coverage to assure that employees requiring treatment and rehabilitation resulting from their substance abuse can receive such services without undue financial hardship;

NOW THEREFORE, to achieve the mutual goals of the Company, Union and all Johnson Controls Ft. Irwin employees to strive for a drug free work environment, the Company and the Union agrees that the ensuing processes will provide for the utmost employee privacy, dignity and respect at all times. The following represents the methodologies that shall be utilized to achieve this common goal:

1. Appropriate efforts will be undertaken by the Company and the Union to establish employee understanding that the experience of alcohol or drug problems is not, of itself, grounds for adverse action. Employees will be strongly encouraged to self refer prior to management intervention and to seek and receive the services of the employee assistance program prior to such problems affecting job performance and / or resulting in on the job incidents.

When the Company has a reasonable suspicion based on objective criteria that an employee is under the influence of alcohol or drugs, hereinafter referred to as "substances", the Company may require that the employee immediately go to a medical facility to provide both urine and blood specimens for the purpose of testing and receive a fitness for work examination by a licensed physician.

Reasonable suspicion based on objective criteria means suspicion based on specific personal observations that the Company representative can describe concerning the appearance, physical actions, behavior, speech or breath odor of the employee. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on third party observations and reports.

Saliva Testing

Preliminary-Screen. The employee will be required to take a pre-screen saliva test for probable cause or post incident to be performed by Human Resource Manager or senior Human Resource representative in the presence of a union steward.

1. If the test is negative, no records are kept, the test is destroyed and the employee returns to work.
 2. If the test result is positive, the employee will be immediately removed from their duties and referred to a collection facility, accompanied as described below.
-
2. The requirement for Probable Cause testing shall be implemented where practicable, in accordance with the following procedures:
 - (A) When the supervisor has established a reasonable suspicion that an employee may be under the influence of substance(s), based upon specific, individualized observations, the supervisor shall contact another supervisor or management employee, for the purpose of confirming the suspected reasonable suspicion.

In the presence of the employee, shop steward and / or Union representative if available, the supervisor shall present the observations establishing the reasonable suspicion. The employee shall, upon hearing the supervisor's observations, receive a written description of his/her rights, obligations, and options and shall be presented with the opportunity to refer to the employee assistance program.
 - (B) While the observation of the Business Representative or the Union Steward, may be solicited and is relevant in the context of the joint Company/Union commitment to addressing the problem of substance abuse, Union Representatives will not be expected to give their assent to the supervisor's decision to require testing or to take other management action.
 - (C) After an employee is advised of his / her rights under this program, and does not elect to refer to the employee assistance program and refuses to go to a medical facility after being informed of the observations establishing reasonable suspicion

and of the requirement for immediate fitness for work examination and provision of blood and urine samples, will be discharged.

If requested by management, the employee shall sign the appropriate consent forms authorizing:

- (1) The medical facility to collect a specimen of blood and urine;
- (2) Authorizing the testing laboratory to release the results of the testing to the appropriate medical review officer, the employee and then report the results to the Company representative; and
- (3) At the employees' discretion, he/she may authorize in writing the same release as defined in 2. (C) (2) above, to the Union.

By signing these consent forms, the employee does not waive any claim or cause of action under the law. An employee's refusal to sign the release shall constitute a refusal to be examined and tested subject, however, to Section 2. (D) below.

- (D) An employee who refuses to be examined and tested shall be encouraged to go to the medical facility for this purpose, with the understanding that the blood and urine samples collected will not be tested unless that employee, within twenty-four (24) hours, authorizes that the samples be tested.

If, at the end of this period, the employee still refuses to have the samples tested, the employee will be discharged, unless the employee agrees, within the same twenty-four (24) hour period to self into the employee assistance program.

- (E) The employee to be tested shall be taken to the medical facility by a Company representative and, accompanied by a Union steward.

(F) In an effort to protect individual privacy, employees will not be subject to direct observation while rendering urine samples. If the employee provides blood and/or urine samples that contain confirmed evidence of any form of tampering or substitution, the act shall constitute a refusal to be tested and the employee shall be discharged.

(G) Blood and urine samples shall be collected, subject to the provision in section 3 below. Upon receipt of the specimens by the laboratory, one of the two urine specimens will be placed immediately, unopened, in a locked freezer for storage for a period of six (6) months. Employees may, within twenty-four (24) hours of receipt of the test results, request a second independent test to be conducted at the laboratory site or another N.I.D.A. approved laboratory facility of the employee's choosing. Employees requesting independent tests are liable for the costs of the second test unless the employees second test results are negative.

Because some drugs/drug metabolites deteriorate or are lost during freezing and/or storage, the retesting of specimens is not subject to the same testing level criteria as were used in the original analysis. In case of second tests, the urine specimen alone will be used as this fluid better retains the integrity of its chemical contents.

(H) Employees subject to the requirement for testing shall be suspended for the period of time required to process, screen and confirm test results.

(I) Employees whose test results are negative, and who pass the fitness for work examination, shall be reinstated with back pay for the period of suspension, except as provided in Section 4. (A) below.

(J) Employees whose test results are positive shall not be eligible for reinstatement with back pay, but shall be given the final opportunity to immediately refer oneself into the employee assistance program. Failure to

seek and receive these services or failure to abide by the terms of the treatment plan shall also be grounds for discharge.

3. The examination and testing procedures and standards to be carried out by the medical facility personnel and testing laboratory shall be adopted by the Company and the Union, shall use the blood alcohol level established by the State law for intoxication, shall rely in the testing for drugs other than alcohol, on the urine specimen to test for the presence of drugs and/or their metabolites, shall consider "presence" only and not degree of intoxication or impairment, and shall include the following general components:

- (A) Rigorous review, selection and performance monitoring of medical facilities performing the examination and specimen collection and of the laboratory facilities performing the tests.

(A.1) MEDICAL AND COLLECTION FACILITIES

Medical and collection facilities performing the examination and specimen collection must be under the direction of a licensed physician and at least one certified technician. The medical facility must employ at least one charge nurse who is a registered nurse.

A licensed physician must perform the fitness for work examination. The physician must have knowledge of substance abuse disorder and must possess the appropriate medical training to interpret and evaluate the employee's physical condition, the employees' medical history, including medications use, and any other relevant biomedical information.

The collection facility must possess all necessary personnel, materials, equipment facilities, and supervision to provide for the collections, security, temporary storage, and transportation (shipping) of blood and urine

specimens to the drug laboratory. The collection facility must provide written assurances that the specimen collection space is secure; that chain of custody forms will be properly executed by authorized collection personnel upon receipt of specimens; that the handling and transportation of specimens from one authorized individual or place to another will be accomplished through the use of chain of custody procedures; and that no unauthorized personnel will be permitted in any part of the specimen collection or storage spaces. All procedures shall be conducted in accordance and in compliance with current Department of Transportation Testing standards at all times.

(A.2) LABORATORY FACILITIES

Laboratory facilities must comply with applicable provisions of any State licensure requirements and must be approved by the parties to this Agreement. The testing facility must meet the standards for accreditation promulgated by the National Institute on Drug Abuse (N.I.D.A.) and upon the laboratory's ongoing certification as an N.I.D.A. approved facility.

- (B) Specific specimen collection procedures as defined in the D.O.T. testing procedures that include safeguards to ensure the employee's rights to privacy.
- (C) Flawless chain of custody procedures shall govern specimen collection and handling throughout the testing process. Chain of custody procedures shall assure that blood and urine samples shall not leave the sight of the employee until each vial has been sealed and initialed and, that at least the following measures are taken by collection facility.

(C.1) COLLECTION FACILITIES

Authorized collection facility personnel, shall seal the specimen tubes with evidence tape in the presence of the employee and the employee shall have initialed the evidence tape. These collection personnel shall complete a chain of custody form and shall place the sealed and initialed specimen tubes in the drug collection kit or box provided by the laboratory along with the chain of custody form and signed waiver. The collection kit or box shall be sealed by the authorized collection facility personnel and this seal or tape shall be initialed by these personnel and the employee.

The collection facility shall make prior arrangements for courier pickup of the specimens and shall assure that all specimens are couriered or shipped to the testing laboratory as immediately as possible. The collection facility shall assure that no specimens will be shipped on a Friday or the day before a holiday and that any specimen held at the facility overnight shall be placed in a secured refrigerator until courier pickup.

(C.2) TESTING LABORATORY

The testing laboratory shall assure that personnel authorized to receive specimens immediately open the package, inspect the sealing tape for initials, and open the kit or box. These personnel shall examine and inspect the chain of custody form, the specimen tubes, and kit or box to assure that it conforms to the requirements of subsection (C.1) above. If these requirements are not met, the laboratory personnel shall immediately notify the laboratory's scientific director and shall document any and all inadequacies in the chain of custody requirements. The laboratory's scientific director shall immediately notify the collection facility, the Company and the Union of the inadequacies and shall retain the specimens in a locked freezer pending disposition direction.

If the requirements are met, authorized laboratory personnel shall sign on

the appropriate line of the chain of custody form and deliver the specimen kit or box to authorized laboratory technicians for testing. Each technician who handles the samples shall sign on the appropriate line of the chain of custody form.

All positive samples shall be re-secured with evidence tape, signed, and dated by an authorized technician. Upon completion of testing procedures, testing reports shall be prepared and signed by at least two (2) authorized technicians for review, approval and signature of the scientific director.

(D) Established levels below which specimens are deemed negative:

Screening

Drug Assay

Cut Off Level

Blood Alcohol*	20	NG/ML
Cocaine Metabolite	300	NG/ML
Phencyclidine	25	NG/ML
Opiates	2000	NG/ML
Amphetamine	1000	NG/ML
Cannabinoids	50	NG/ML

* Subject to Section 3 of this appendix.

(E) Laboratory shall use appropriate screening and confirmation procedures and technology.

The laboratory shall assure that each specimen will be screened by immunoassay method, (EMIT) for each drug/drug group.

If this assay is positive, a final screening procedure shall be performed by a second, authorized laboratory technician using a more specific GC/MS.

Gas Chromatography/Mass Spectrometry (GC/MS) must be used as the final confirmation method. Both tests must be positive before a specimen is reported as positive.

Blood and urine ethanol testing shall be performed by gas chromatography (GC) and, if positive, a second GC column shall be used.

Final confirmation by Gas Chromatography/Mass Spectrometry (GC/MS) shall be subject to the following levels below which specimens are deemed negative:

Confirmatory

Drug Assay

Cut Off Level

Blood Alcohol *	20	NG/ML
Cocaine Metabolite	150	NG/ML
Phencyclidine	25	NG/ML
Opiates	2000	NG/ML
Amphetamine	500	NG/ML
Cannabinoids	15	NG/ML

*Subject to Section 3 of this appendix.

Screening methods measure a group of drugs and/or their metabolites simultaneously. Confirmatory method, on the other hand, measure single and specific drugs and/or their metabolites. Cut off levels for confirmatory methods, therefore, may be lower than those for initial screening.

- (F) Procedures shall exist to assure the confidentiality of test results and the treatment of these records as confidential health information or data.

The laboratory shall ensure that testing reports, including the original chain of custody form, are mailed to those personnel authorized by the collection facility, the Company, and if the employee so chooses, by the Union immediately and shall ensure that, in the event that telephone reports of testing results are required by the medical facility, the Company and the Union, a security code system be used to establish that results are being verbally reported only to those individuals authorized by the medical facility, the Company and by the Union.

4. After examination and specimen testing results, the following shall apply:

(A) If an employee is subject to discipline or termination for any other reason, such employee shall not utilize the substance abuse policy to circumvent the labor agreement or existing practices or to avoid discipline or termination.

(B) In the cases not covered in Section 4 (A) above, the employee will have the opportunity for appropriate assistance, assessment, referral, treatment and aftercare as provided in the employee assistance program and as agreed in the employee assistance programs individual treatment plan with the employee. Failure to seek and receive these services or failure to abide by the terms of the treatment plan shall be grounds for discharge.

(C) An employee who seeks and receives assistance and completes the defined employee assistance program shall upon return to work be subject to periodic and mandatory tests for a period of twelve (12) months.

(D) An employee who, on the basis of such periodic and mandatory tests defined in 4 (C) above, provides samples that contain positive and confirmed evidence of substances at or above the stipulated levels, shall not be given a second opportunity to access the employee assistance program as an alternative to discharge.

(E) Employees who successfully complete the employee assistance program and their individual treatment plan agreements and who return to work will be encouraged to contact and avail themselves of the employee assistance programs services on a self referral basis whenever they desire ongoing assistance and support.

(F) Employees who relapse and for whom reasonable suspicion of substance use is established a second time, and whose test results are positive, will be subject to the disciplinary procedures up to and including discharge. The Union and the Company may agree, however, to consider such mitigating factors as the employee's length of sobriety, job performance, length of service, etc., in such situations.

5. The employee assistance program shall include the following components:

(A) Full clinical evaluation and appropriate assessment followed by a specific individual treatment plan and regimen for the receipt of counseling, treatment, aftercare and related services subject to the ongoing monitoring of the employee assistance program staff.

(B) Active encouragement and procedures for the voluntary and self referral of troubled employees to the employee assistance program in cases in which reasonable suspicion has not been established and in which examination and testing procedures are not invoked.

(C) Assurances and procedures to protect the confidentiality of employees who seek employee assistance program services; procedures governing the management of such employee records as medical information.

6. Any disputes arising under this Appendix shall be subject to the grievance procedure established in the labor agreement, up to and including arbitration.

7. The Company and the Union agree that random testing for persons covered under the Department of Transportation (D.O.T) Regulations will be accomplished in accordance with those regulations.

The company and the Union further agree that a random drug screening program will be implemented for all other non D.O.T. covered employees. A maximum of twenty-five per cent (25%) of the total employee population will be subject to testing per year. The testing will be accomplished on a periodic basis throughout the year. The selection process will be on a random basis in accordance with D.O.T. standards. Employees with positive test results will be allowed rehabilitation per the current language in Appendix C.

Upon written request from one party to the other, the parties agree to meet to evaluate the program in effect and to make appropriate modifications as necessary. Said possible modifications must be agreed to in writing between the parties.

It is agreed by the parties that blood testing shall be utilized for probable cause testing only. For testing under D.O.T., Random testing and post accident testing, urine testing shall be the only methodology utilized within the guidelines of this Appendix "C".

Testing procedures and levels in this Appendix will be in compliance with D.O.T. regulation standards, as modified, at all times.

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APPENDIX "D"

UNIFORMS

Job Classification	NUMBER OF UNIFORMS	NUMBER OF JACKETS	NUMBER OF SMOCKS	NUMBER OF COVERALLS
Administration Photo Clerk	0	0	0	0
Appliance Mechanic	11	2	0	2
Assignment and Termination Specialist	11	2	0	0
Boiler Operator	11	2	0	2
Carpenter Mason	11	2	0	0
Clerk	0	0	0	0
Clerk Branch	0	0	0	0
Commercial Equipment Mechanic	11	2	0	2
Data Entry Clerk	0	0	0	0
Dispatcher Clerk	0	0	0	0
Drafter	11	2	0	0
Drafter Tech Library	11	2	0	0
EIC Reproduction Worker	0	0	0	0
Electrician	1	2	0	0
Electrician High Voltage	11	2	0	0
Electro Mechanical Technician	11	2	0	0
Electronic Equipment Repairer	11	2	0	0
Electronic Technician I	11	2	2	0
Electronic Technician II	11	2	2	0
Electronic Technician III	11	2	2	0
Equipment Mechanic	11	2	0	2
Equipment Operator	11	2	0	0
Fire Inspector	11	2	0	0
Fresh Water Operator Class I	11	2	0	2

Job Classification	NUMBER OF UNIFORMS	NUMBER OF JACKETS	NUMBER OF SMOCKS	NUMBER OF COVERALLS
Fresh Water Operator Class II	11	2	0	2
Housing Inspector	11	2	0	0
Housing Referral Specialist	11	2	0	0
HVAC Commercial Mechanic	11	2	0	2
HVAC Mechanic	11	2	0	2
Illustrator	0	0	0	0
Laborer (Grounds)	11	2	0	0
Laborer (Refuse)	11	2	0	2
Laborer (TSD)	11	2	0	0
Lead Assignment Termination Specialist	11	2	0	0
Lead Boiler Operator	11	2	0	2
Lead EIC	0	0	0	0
Lead Electrician Low Volt	11	2	0	0
Lead Electrician High Volt	11	2	0	0
Lead Electronic Technician TSD	11	0	2	0
Lead Equipment Operator	11	2	0	0
Lead HVAC	11	2	0	2
Lead Laborer (Grounds Maintenance)	11	2	0	0
Lead Laborer (Refuse)	11	2	0	2
Lead Maintenance Mechanic	11	2	0	0
Lead Model Maker	11	2	0	0
Lead Payroll Technician	0	0	0	0
Lead Plumber	11	2	0	2
Lead Quick Service Mechanic	11	2	0	0
Lead Refuse Collection	11	2	0	2
Lead Storekeeper	11	2	0	0

Job Classification	NUMBER OF UNIFORMS	NUMBER OF JACKETS	NUMBER OF SMOCKS	NUMBER OF COVERALLS
Lead Warehouse Worker	11	2	0	0
Lead Waste Water Operator	11	2	0	2
Librarian Administration	0	0	0	0
Librarian Aide	0	0	0	0
Locksmith	11	2	0	0
Mail Clerk	0	0	0	0
Maintenance Mechanic	11	2	0	0
Medium Vehicle Operator	11	2	0	0
Metal Worker	11	2	0	2
Model Maker I	11	2	0	2
Model Maker II	11	2	0	2
Model Maker III	11	2	0	2
Painter	11	2	0	0
Payroll Technician	0	0	0	0
Payroll Technician Junior	0	0	0	0
Photographer	0	0	0	0
Planner Estimator	0	0	0	0
Plumber	11	2	0	2
Power Generator Mechanic I	11	2	0	2
Power Generator Mechanic II	11	2	0	2
Production Controller	0	0	0	0
Property Management Specialist	11	2	0	0
Quick Service Mechanic	11	2	0	0
Range Operations Specialist	11	0	0	0
Range Support Specialist	11	2	0	0
Range Scheduler	11	0	0	0
Recreation Aide	9	2	0	0

Job Classification	NUMBER OF UNIFORMS	NUMBER OF JACKETS	NUMBER OF SMOCKS	NUMBER OF COVERALLS
Recreation Assistant	9	2	0	0
Recreation Specialist	9	2	0	0
Recreation Specialist Sr.	9	2	0	0
Refuse Vehicle Operator	11	2	0	0
Sign Painter (Sign Maker)	11	2	0	0
Sprinkler Repairer	11	2	0	0
Storekeeper A	11	2	0	0
Storekeeper B	11	2	0	0
Supply Clerk	11	2	0	0
Tool Crib Attendant	11	2	0	0
Trades Helper	11	2	0	0
Unit Post Officer	11	2	0	0
Warehouse Worker	11	2	0	0
Waste Water Operator Class I	11	2	0	2
Waste Water Operator Class II	11	2	0	2
Waste Water Operator (Unc)	11	2	0	2
Water Distribution Operator Class I	11	2	0	2
Work Reception Clerk	0	0	0	0

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APPENDIX E

ABSENTEEISM/TARDINESS POLICY

PREAMBLE

Employees through the Collective Bargaining Agreement have a bank of time that they are responsible for maintaining and using as needed. You can use your time in any manner that you wish, but when it is gone, the Appendix "E" events start. Even with this bank, the Employee has a responsibility to the Company to notify in advance of any absences or tardies. Failure to utilize the allotted time will cause disciplinary action to take place.

The contractual time off allowances are yours to do with what you want, just remember that if you are responsible with your time allowances, under normal circumstance you should never have a problem. However, if you do not manage your time, then the responsibility for your actions will be on you and you will have to suffer the consequences.

POLICY PURPOSE:

To establish consistent guidelines for administering and monitoring attendance.

POLICY STATEMENT:

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of employee performance and are measured by objective standards. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively. Each employee shall be responsible for his attendance and being to work at the right time each day.

POLICY GUIDELINES:

1. Absence is defined as any time an employee is scheduled to work and is unable to report. Tardiness is any time an employee arrives late.
2. Tardiness is defined as not being present in the immediate work area at the start of the shift.

- (A) Being in the parking area, "break room", or walking toward the immediate work area is not acceptable.
- (B) The immediate work area may differ depending on the work assignment.
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3. Excused absences are defined as those that occur on account of vacation, holidays, jury duty, bereavement leave, court appearances as a witness, workers' compensation time off, prior approved leaves of absence, Company initiated time off or off on approved Union business as provided for in the contract and for any time off taken against paid personal leave that is in the employees account.
4. The employee is solely responsible for notifying the Company (supervisor) of an absence. Such notification may be by any means and must be received by the Company no later than the start of such employees shift. An employee who is absent from work for a period of three (3) consecutive work days without proper cause, or an employee who is absent from work for a period of three (3) consecutive work days without reporting the reason thereof shall be considered as having resigned without notice.
5. If you do not have enough time on the books for PPL or vacation time, a doctor's note or documentation of a compelling reason shall be furnished by any employee who is absent the day before the day of the holiday or the day after a holiday.
6. If an employee has sufficient PPL in his account and has reported in accordance with # 8 below such PPL may be used for tardiness and/or absence for any reason without suffering an event. This applies to any shift.
7. Vacation time off of less than one (1) week must be requested prior to the end of the preceding shift, pursuant to the last sentence of 16.06.00.

8. Vacation time of less than one (1) week may be utilized in increments of as little as one (1) hour and up, for tardiness and/or absence provided notice is given to company in accordance with # 4 above. Pursuant to the provisions of #7, all available paid personal leave of eight (8) hours or more must be used before vacation time is allowed for tardiness and/or absence.
9. ~~Vacation time of less than one (1) week may be used by an employee in lieu of paid personal leave if a request to use such vacation time is received by the Company no later than the end of the shift two (2) working days prior to such vacation.~~
10. If an employee who has exhausted both paid vacation and paid personal leave and is absent because of illness, the employee shall telephone his supervisor as provided in 18.04.00 and advise the supervisor of the reason and expected period of absence due to illness. The employee then shall produce a written report from the treating physician giving a diagnosis and certifying to the period of disability. If each of these steps is followed, the employee shall be charged with one (1) event only. If the employee fails to comply with each step, or the doctor's certificate does not verify disability for the entire period of absence, the employee shall suffer an additional event for each day not covered. If the employee follows each of the foregoing steps, he need only phone the supervisor on the first day of absence.
11. If an employee has accrued paid vacation and paid personal leave and is absent on a day which would ordinarily call for more than the regular rate of pay and the employee uses one or more of these days to avoid an event, the employee will be compensated at the regular rate of pay for such day, not the higher rate of pay which the employee would have earned had the employee worked that day.
12. PART TIME:
 - a. Part time employees without PPL time in their account may elect to use vacation time as if it were PPL time in accordance with the provisions of this Appendix.

- b. Part time employees who have PPL time in their account must use that PPL time prior to using vacation time as PPL in accordance with 12a above.

13. It is not possible to absolutely define and provide for every contingency involving attendance, the following table showing the progressive disciplinary steps is intended to serve as a procedure to follow to provide progressive discipline to correct an attendance problem.

PROGRESSIVE DISCIPLINARY TABLE

NUMBER OF	1 MONTH	3 MONTHS	6 MONTHS	12 MONTHS	PROGRESSIVE DISCIPLINARY ACTION TO BE TAKEN:
EVENTS OF TARDINESS AND/OR ABSENTEEISM	2	3	4	6	VERBAL
	3	4	5	7	WRITTEN
	4	5	6	8	SUSPENSION
	5	6	7	9	TERMINATION

THREE (3) SUSPENSIONS WITHIN A TWELVE (12) MONTH PERIOD SHALL RESULT IN TERMINATION.

RESPONSIBILITY:

Responsibility for promoting good attendance and/or adherence to this policy rests with all managers, supervisors and employees. The Human Resource Department is responsible for assisting with the consistent application of this policy.

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APPENDIX "F"
UNION STEWARDS AREA OF JURISDICTION

NUMBER OF STEWARDS	BRANCH
1	FINANCIAL, ADMINISTRATIVE SERVICES
1	OUTDOOR SERVICES SUCH AS SPORTS, AUTO, POOLS, ACTIVITIES,
1	COMMUNITY SERVICES SUCH AS CRAFTS, REC. CENTER, YOUTH ACTIVITIES
1	RANGE CONTROL
1	MOUT BRANCH
1	TRAINING SUPPORT DIVISION, INCLUDES VIS-MOD AREA, EMIC, AND LIBRARY
1	WORK MANAGEMENT, INCLUDES SELF HELP, PROPERTY WAREHOUSE AND ENGINEERING AND ALL HOUSING EMPLOYEES
3	FIRE SERVICES (Back up Stewards for 2 nd , 3 rd and weekend shift stewards if Stewards not available)
3	PUBLIC WORKS UTILITIES, INCLUDE TRADES SHOPS, WATER SERVICES, AND BOILER OPERATIONS, VACANT QUARTERS MAINTENANCE
2	PUBLIC WORKS ROADS AND GROUNDS, RECYCLING / REFUSE AND EQUIPMENT OPERATORS
1	SECOND (AFTERNOON) SHIFT
1	THIRD (NIGHT) SHIFT
1	WEEKEND SHIFTS
1	ALTERNATE STEWARD
1	CHIEF STEWARD

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**STATEMENT OF EMPLOYEE RIGHTS AND OPTIONS
UNDER IAP WORLD SERVICES ALCHOL AND DRUG TESTING
PROCEDURES FOR PROBABLE CAUSE**

Management Referrals:

If reasonable suspicion is established, that you may be under the influence of alcohol or other drugs or Random Testing has been initiated, or you are subject to post accident or injury testing, you are subject to the provisions under a Management Referral for alcohol and drug testing as follows:

Your Rights Are As Follows:

1. You may refer immediately to the Employee Assistance Program. If you refer, the testing procedures will not be invoked and you will receive the treatment and rehabilitation assistance provided under the Employee Assistance Program. Failure to seek and receive these services or failure to abide by the terms of the treatment plan shall be grounds for discharge.
2. If you do not refer, you will be required to go immediately to a medical facility for receipt of a fitness for work examination by a physician and for the rendering of samples.
3. If you refuse to receive the examination and render the samples, or contaminate the samples, you will be discharged.
4. You will receive a 24 hour period after the examination and rendering of samples to decide whether you want them tested or not.
5. At the end of the 24 hour period, you may refer to the Employee Assistance Program.

6. At the end of the 24 hour period, if you do not refer and you refuse to have the samples tested, you will be discharged.
7. You shall be suspended effective immediately upon completion of the fitness for work examination and after the rendering of samples.
8. The testing of your samples will take an estimated 2-4 days. You will be informed of your test results from the Medical Review Officer (positive or negative only) by telephone, and then confidential communication and registered letter from the Company, or if you choose, from the Union.
9. If your test results are negative, you will be reinstated with full back pay provided that you are not subject to discipline or discharge for any other reason.
10. If your test results are positive, you will not be eligible for reinstatement with back pay. You will, however, have a final opportunity to refer to the Employee Assistance Program if this is the first time you have tested positive.

If you do not refer, you will be discharged.

When you return to work, after completion of your Employee Assistance Program treatment plan, you will be subject to periodic and mandatory testing for a twelve (12) month period.

11. You may request, within twenty- four (24) hours of receipt of your test results, that your second set of blood and urine samples be tested and the tests observed by an independent technician. If you do so, this test will be performed at the same laboratory or an N.I.D.A. approved laboratory of your choice, and will be observed by an independent, consulting technician. You will be responsible for the costs associated with said second test.

**STATEMENT OF EMPLOYEE RIGHTS AND OPTIONS UNDER IAP WORLD
SERVICES DRUG TESTING AND POST ACCIDENT/INDUSTRIAL INJURY
TESTING PROCEDURES**

If you are selected for a Random Drug Test or are involved in an accident or industrial injury or illness, you will be subject to the provisions for alcohol and drug testing as follows:

1. You may refer immediately to the Employee Assistance Program. If you refer, the testing procedures will not be invoked and you will receive the treatment and rehabilitation assistance provided under the Employee Assistance Program. Failure to seek and receive these services or to abide by the terms of the treatment plan shall be grounds for discharge.
2. If you chose to not refer, you will be required to immediately submit to the testing procedure.
3. In the case of industrial injury or accidents, you may refer to the Employee Assistance Program. If you do not refer, you shall be required to report immediately to a medical facility for receipt of a fitness for duty examination and for two (2) sets of urine samples for appropriate testing following the D.O.T testing procedure.
4. If you refuse to receive the examination or rendered the urine samples, or contaminate the samples, you will be discharged.
5. If your test results are positive, you will be discharged. However, if this is the first time that you have tested positive, you will have one (1) opportunity to refer to the Employee Assistance Program.

All testing procedures and after care issues and releases shall be in compliance with the guidelines as contained in Appendix "C" of this Agreement.

Job Classification	Current	Adjusted	Com 4% Effective	3% Effective	3.5% Effective	4% Effective	Com 3.5% Effective
			10/1/2008	10/1/2009	10/1/2010	10/1/2011	10/1/2012
Administration Photo Clerk	\$13.85		\$14.40	\$14.82	\$15.30	\$15.86	\$16.41
Appliance Mechanic	\$19.34		\$20.11	\$20.69	\$21.37	\$22.14	\$22.92
Assignments And Termination Specialist	\$16.13		\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
Boiler Operator	\$24.24		\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Captain Fire Department I*	\$17.73	\$19.50	\$19.50	\$21.00	\$21.62	\$22.33	\$23.11
Captain Fire Department II*	\$20.00	\$20.00	\$20.00	\$23.00	\$23.70	\$24.50	\$25.36
Captain Fire Department III*	\$21.00	\$21.00	\$21.00	\$24.00	\$24.74	\$25.58	\$26.48
Carpenter Mason	\$19.34		\$20.11	\$20.69	\$21.37	\$22.14	\$22.92
Clerk	\$13.54		\$14.08	\$14.49	\$14.96	\$15.50	\$16.05
Clerk Branch	\$13.87		\$14.42	\$14.84	\$15.33	\$15.88	\$16.44
Commercial Equip. Mechanic	\$24.24		\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Dispatcher 911- I*	\$15.15	\$17.37	\$17.37	\$19.60	\$20.13	\$20.74	\$21.47
Dispatcher 911-II*	\$18.16	\$18.16	\$18.16	\$21.16	\$21.80	\$22.53	\$23.32
Dispatcher 911-III*	\$19.00	\$19.00	\$19.00	\$22.86	\$23.53	\$24.29	\$25.14
Dispatch Clerk	\$15.15		\$15.76	\$16.21	\$16.74	\$17.35	\$17.95
Drafter	\$18.43		\$19.17	\$19.72	\$20.37	\$21.10	\$21.84
Drafter Technical Library	\$17.93		\$18.65	\$19.19	\$19.81	\$20.53	\$21.25
EIC Reproduction Worker	\$15.14		\$15.75	\$16.20	\$16.73	\$17.34	\$17.94
Electrician Operational	\$29.09		\$30.25	\$31.12	\$32.14	\$33.30	\$34.47
Electrician Technician 990	\$24.24	\$25.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
Electrician (MOUT)	\$24.24		\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Electrician	\$25.40		\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Electrician High Volt	\$25.40		\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Electro Mechanical Technician	\$19.93	\$20.93	\$21.77	\$22.40	\$23.13	\$23.97	\$24.81
Electronic Equipment Repair	\$19.93		\$20.73	\$21.33	\$22.02	\$22.82	\$23.62
Electronic Technician I	\$19.10		\$19.86	\$20.43	\$21.10	\$21.86	\$22.63
Electronic Technician II	\$22.55		\$23.45	\$24.13	\$24.92	\$25.82	\$26.72

Electronic Technician III	\$27.21	\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
Engineer I*	\$14.87	\$16.50	\$18.50	\$19.02	\$19.61	\$20.30
Engineer II*	\$17.00	\$17.00	\$19.50	\$20.10	\$20.78	\$21.51
Engineer III*	\$18.00	\$18.00	\$20.50	\$21.13	\$21.85	\$22.61
Equipment Mechanic (MOUT)	\$24.24	\$25.24	\$27.01	\$27.89	\$28.90	\$29.91
Equipment Mechanic Refuse	\$24.24	\$24.74	\$26.47	\$27.34	\$28.33	\$29.32
Equipment Mechanic	\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Equipment Operator (MOUT)	\$24.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
Equipment Operator	\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Firefighter I*	\$13.92	\$14.50	\$16.00	\$16.49	\$17.05	\$17.65
Firefighter II*	\$15.50	\$15.50	\$17.50	\$18.04	\$18.66	\$19.32
Firefighter III*	\$16.00	\$16.00	\$18.50	\$19.06	\$19.70	\$20.39
Fire Prevention I*	\$15.00	\$18.03	\$21.06	\$21.59	\$22.19	\$22.97
Fire Prevention II*	\$16.83	\$20.44	\$24.05	\$24.64	\$25.31	\$26.20
Fire Prevention III*	\$18.64	\$22.55	\$26.46	\$27.11	\$27.86	\$28.84
Fresh Water Operator Class I	\$23.08	\$24.00	\$24.69	\$25.50	\$26.42	\$27.35
Fresh Water Operator Class II	\$24.32	\$25.29	\$26.02	\$26.87	\$27.85	\$28.82
Hospital Maintenance Mechanic	\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Housing Inspector	\$19.39	\$20.17	\$20.75	\$21.43	\$22.20	\$22.98
Housing Referral Specialist	\$18.04	\$18.76	\$19.30	\$19.93	\$20.66	\$21.38
HVAC Commercial Mechanic	\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
HVAC Commercial Mechanic Technician CNC	\$29.09	\$30.48	\$31.22	\$32.29	\$33.51	\$34.68
HVAC Mechanic	\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
HVAC Trades Technician Jr. Level	\$19.36	\$20.13	\$20.72	\$21.39	\$22.17	\$22.94
Illustrator	\$27.11	\$28.19	\$29.00	\$29.95	\$31.03	\$32.12
Laborer Grounds	\$12.08	\$12.56	\$12.92	\$13.34	\$13.83	\$14.31
Laborer Sign	\$12.08	\$12.56	\$12.92	\$13.34	\$13.83	\$14.31
Laborer Refuse	\$12.32	\$13.33	\$13.71	\$14.16	\$14.67	\$15.19
Laborer TSD	\$12.08	\$12.56	\$12.92	\$13.34	\$13.83	\$14.31
Lead Assignment Termination Specialist	\$20.36	\$21.17	\$21.78	\$22.49	\$23.31	\$24.12

Lead Boiler Operator	\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Lead EIC	\$28.45	\$29.59	\$30.44	\$31.44	\$32.58	\$33.72
Lead Electrician Low Volt	\$26.91	\$27.99	\$28.80	\$29.74	\$30.82	\$31.90
Lead Electrician High Volt	\$26.91	\$27.99	\$28.80	\$29.74	\$30.82	\$31.90
Lead Electronic Technician TSD	\$27.21	\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
Lead Equipment Operator (MOUT)	\$25.40	\$27.46	\$28.25	\$29.17	\$30.23	\$31.29
Lead Equipment Operator	\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Lead HVAC	\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Lead Laborer Grounds	\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
Lead Laborer Refuse	\$16.38	\$17.56	\$18.07	\$18.66	\$19.34	\$20.01
Lead Maintenance Mechanic	\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
Lead Model Maker	\$27.21	\$28.30	\$29.12	\$30.07	\$31.16	\$32.25
Lead Payroll Technician	\$20.68	\$21.51	\$22.13	\$22.85	\$23.68	\$24.51
Lead Plumber	\$25.41	\$26.43	\$27.19	\$28.08	\$29.09	\$30.11
Lead Quick Service Mechanic	\$20.35	\$21.16	\$21.77	\$22.49	\$23.30	\$24.12
Lead Refuse Collector	\$20.96	\$22.32	\$22.96	\$23.71	\$24.57	\$25.43
Lead Storekeeper	\$21.84	\$22.71	\$23.37	\$24.13	\$25.01	\$25.88
Lead Warehouse Worker	\$21.80	\$22.67	\$23.32	\$24.08	\$24.96	\$25.83
Lead Waste Water Operator	\$34.78	\$36.17	\$37.21	\$38.43	\$39.82	\$41.22
Library Administrator	\$15.15	\$15.76	\$16.21	\$16.74	\$17.35	\$17.95
Library Aide	\$12.97	\$13.49	\$13.88	\$14.33	\$14.85	\$15.37
Lieutenant Fire Department Prevention	\$16.23	?	?	?	?	?
Locksmith	\$20.80	\$21.63	\$22.25	\$22.98	\$23.81	\$24.64
Mail Clerk	\$14.52	\$15.10	\$15.54	\$16.04	\$16.63	\$17.21
Maintenance Operational Technician 990	\$29.09	\$30.25	\$31.12	\$32.14	\$33.30	\$34.47
Maintenance Mechanic (MOUT)	\$24.24	\$25.24	\$26.25	\$27.01	\$28.90	\$29.91
Maintenance Mechanic	\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
Medium Vehicle Operator	\$14.33	\$14.90	\$15.33	\$15.83	\$16.41	\$16.98
Metal Worker	\$24.75	\$25.74	\$26.48	\$27.35	\$28.34	\$29.33
Model Maker I	\$17.33	\$18.02	\$18.54	\$19.15	\$19.84	\$20.54
Model Maker II	\$22.54	\$23.44	\$24.12	\$24.91	\$25.81	\$26.71

\$26.29	\$27.34	\$28.13	\$29.05	\$30.10	\$31.16
\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.92
\$19.01	\$19.77	\$20.34	\$21.01	\$21.77	\$22.53
\$17.22	\$17.91	\$18.43	\$19.03	\$19.72	\$20.41
\$27.11	\$28.19	\$29.00	\$29.95	\$31.03	\$32.12
\$19.39	\$20.17	\$20.75	\$21.43	\$22.20	\$22.98
\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
\$24.24	\$26.25	\$27.01	\$27.89	\$28.90	\$29.91
\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
\$25.40	\$26.42	\$27.18	\$28.07	\$29.08	\$30.10
\$19.01	\$20.81	\$21.41	\$22.11	\$22.91	\$23.71
\$19.01	\$19.77	\$20.34	\$21.01	\$21.77	\$22.53
\$17.40	\$18.10	\$18.62	\$19.23	\$19.92	\$20.62
\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.92
\$19.34	\$21.15	\$21.76	\$22.47	\$23.29	\$24.10
\$16.61	\$19.17	\$19.72	\$20.37	\$21.10	\$21.84
\$17.43	\$19.17	\$19.72	\$20.37	\$21.10	\$21.84
\$19.09	\$19.85	\$20.42	\$21.09	\$21.85	\$22.62
\$12.97	\$13.49	\$13.88	\$14.33	\$14.85	\$15.37
\$12.08	\$12.56	\$12.92	\$13.34	\$13.83	\$14.31
\$13.09	\$13.61	\$14.00	\$14.46	\$14.98	\$15.51
\$15.15	\$15.76	\$16.21	\$16.74	\$17.35	\$17.95
\$15.05	\$16.17	\$16.64	\$17.18	\$17.81	\$18.43
\$13.54	\$14.08	\$14.49	\$14.96	\$15.50	\$16.05
\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.92
\$24.24	\$25.21	\$25.94	\$26.79	\$27.75	\$28.73
\$17.16	\$17.85	\$18.36	\$18.96	\$19.65	\$20.34
\$19.13	\$19.90	\$20.47	\$21.14	\$21.90	\$22.67
\$18.10	\$18.82	\$19.36	\$19.99	\$20.72	\$21.44
\$15.19	\$15.79	\$16.25	\$16.78	\$17.38	\$17.99
\$14.20	\$14.77	\$15.20	\$15.70	\$16.27	\$16.83
\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$19.53	\$20.31	\$20.90	\$21.58	\$22.36	\$23.14

Model Maker III
 Painter
 Payroll Technician
 Payroll Technician Jr
 Photographer
 Planner Estimator
 Plumber
 Power Generator Mech I (MOUT)
 Power Generator Mechanic I
 Power Generator Mechanic II
 Property Management Spec (MOUT)
 Property Management Specialist
 Production Controller
 Quick Service Mechanic
 Range Maint Worker (MOUT)
 Range OPS Specialist
 Range Support Specialist
 Range Scheduler
 Recreation Aide
 Recreation Assistant
 Recreation Specialist
 Recreation Specialist Senior
 Refuse Vehicle Operator
 Scheduler
 Sign Maker I
 Sign Maker II
 Sprinkler Repair
 Storekeeper A
 Storekeeper B
 Supply Clerk
 Tool Crib Attendant
 Trades Helper
 Unit Post Officer

\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
\$23.08	\$24.00	\$24.69	\$25.50	\$26.42	\$27.35
\$28.86	\$30.01	\$30.88	\$31.89	\$33.04	\$34.20
\$19.33	\$20.10	\$20.68	\$21.36	\$22.13	\$22.91
\$23.08	\$24.00	\$24.69	\$25.50	\$26.42	\$27.35
\$13.85	\$14.40	\$14.82	\$15.30	\$15.86	\$16.41

Warehouse Worker
Wastewater Operator Class I
Wastewater Operator Class II
Wastewater Operator UNC
Water Distribution Operator I
Work Reception Clerk

***Yearly Adjusted Percentages DO NOT Apply to Fire Department, Adjustments were made independently to raise to industry standards**

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