

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
		Wage Determination No.: CBA-2011-4356
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 7/14/2011

State: California

Area: San Bernardino

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

Collective Bargaining Agreement between contractor: Drykef, Inc.
and union: Teamsters local #166 effective 10/01/2008 through 09/30/2013.

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).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 166

AND

DRYKEF, INC.

FT. IRWIN SUPPORT PROJECT



OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2013

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Mike Kling
Robert Stanley**

Business Agents

**Mike Bergen
Mike Pharris
Jason Hodge
Sandy Wohler
Bob Wiley**

**Mike Kling
Ralph Ferri
Tom Lewellen
Manuel Alanis
Robert Rios**

Barstow Office

Jason Hodge

Tom Lewellen

**Coordinator
Mike Pharris**

Organizers

**Ruben Luna
Andy Budai**

John Davidson

**Benefits Coordinator
Sandy Wohler**

**Office Manager/ Bookkeeper
Titan Operators**

**Rachel Bloss
Gayle Pettitt
Ruby Yglesias**

Receptionist

Maria Carrera

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PREAMBLE

This agreement is made and entered into this First (1st) day of **October, 2008**, by and between **DRYKEF, Inc.**, Fort Irwin Project (hereinafter referred to as the Company) and Teamsters Union Local No. 166 (hereinafter referred to as the Union). This is a successorship agreement to **IAP World Services, Inc.**, Ft. Irwin under Government Contract DAKF 04-00-C-0002 (Equipment Maintenance FIR2111001M / Airfield Services FIR210138M).

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 contractors past practices are hereby null and void, and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

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 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 as a subcontractor of IAP World Services Inc. on contract number DAKF04-00-C-0002 (Equipment Maintenance FIR2111001M / Airfield Services FIR210138M) and its successor contracts.

Included: All nonexempt production and maintenance employees on the aforementioned sub-contract.

Excluded: All other employees.

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 CHECKOFF

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 duly authorized by the Union to represent those employees covered by the terms of this Agreement.

06.02.00 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.

06.02.01 Shop Stewards shall be allowed to attend a Shop Steward's 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 Project 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.

06.03.00 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 finds it necessary to discuss a problem, permission to leave shall be requested from the supervisor(s). 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).

- 06.04.00** Subject to operational requirements, official time for the Union's Steward 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 two (2) Stewards shall be absent for training at any one time.
- 06.05.00** The scope of the Steward's activities on Company time shall be limited to the following:
- 06.05.01** To consult with an employee recording the presentation of a request concerning this Agreement complaint, or grievance for which the employee desires him to be present.
 - 06.05.02** To investigate a complaint or grievance before presentation to the appropriate supervisor.
 - 06.05.03** 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.
 - 06.05.04** 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.
 - 06.05.05** To attend arbitrations as directed by the Union. The Union may direct up to one (1) steward to attend an arbitration.
- 06.06.00** 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.
- 06.07.00** 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.

06.08.00 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.

06.08.01 The Union may appoint a steward to act as an alternate steward to represent employees in areas not represented by a steward at any given time, and to assist other stewards.

06.09.00 An employee with two (2) or more years 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.

06.10.00 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.

06.11.00 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 Human Resources 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.

06.12.00 The Union agrees to supply the Company, in writing 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 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 who have

need of and make use the capabilities of the Company. Therefore, the parties agree that during the terms 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 laborsaving 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.

(a) 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.

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(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 guarantee 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 comply 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, that 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 other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such governmental 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) workdays 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.
- 09.05.08** An employee who is absent from work for a period of three (3) consecutive scheduled work days without reporting the reason thereof shall be considered as having resigned without notice and said employment shall be terminated.

09.06.00 In the event two (2) 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 or more than one (1) hour, shall constitute a standard work shift.

11.03.00 The normal workweek 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 p.m.

11.05.00 A non-regular workweek 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 **(Airfield Only)** For further training of employees or mission requirements, the Company may establish rotating work shifts which are defined as follows:

Employees on a shift will move to the next shift in recurring order for a period to be designated not to exceed ninety (90) calendar days:

- (a) Employees on the first (1st) shift will move to the second (2nd) shift, the second (2nd) shift will move to the third (3rd) shift and the third (3rd) shift will move to the first (1st) shift.

- (b) When a rotating shift is implemented, notification of shift changes will be made in accordance with Paragraph 11.06.01. The Company will not be required to give further notification of the employee's next shift change unless determined by the Company to cease the rotation of shifts.
- (c) The Rotating shifts will include a "Float" employee. The "Float" will be selected from the least senior employee on the second (2nd) shift when the rotation of shift begins.

11.07.00 When shift start time changes are made seven (7) calendar days before the beginning of the workweek 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.

11.07.01 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.

11.08.00 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 (10) minute breaks.

11.09.00 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 shut-downs 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.

11.09.01. 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 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 is required to work over six (6) hours, said employee shall be guaranteed eight (8) hours pay at the appropriate rate of pay.

11.10.00 For the purpose of clarification, a day begins at 0001 hours and ends at 2359 hours.

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.

12.02.02 To identify volunteers desiring to work overtime, employees may sign an overtime roster displayed on a company bulletin board in the Section. When an employee(s) sign the overtime roster, he / she is stating that they are available and will report for the overtime shifts that they signed up to work. When an employee(s) is notified of the overtime availability and he / she does not report for the scheduled overtime, he / she shall be subject to the terms and conditions of Appendix "E". Employees who do not sign the overtime roster waives his / her rights to overtime for that day. The posted rosters shall include a minimum of the next seven (7) consecutive days.

12.02.03 When overtime is necessary in the section and / or on that shift, the 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 or in the case of more than one (1) shift, may consolidate the other shifts overtime rosters and offer that overtime to the senior employee(s) from the consolidated rosters. 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.

12.02.04 During shifts other than normal business hours (0700 – 1530) and / or in the absence of the supervisor / manager, a bargaining unit employee(s) will notify the supervisor / manager of the overtime requirement and at the direction of the supervisor / manager will follow the overtime provisions when contacting fellow bargaining unit employee(s) for overtime.

12.02.05 When an attempt to notify an employee of available overtime is made and the employee(s) can not be contacted, the Employer will proceed to the next employee on the appropriate overtime roster. Verbal contact with the employee must be attained and said contact verified by the bargaining unit witness. Employees returning the call prior to the roster being completed / exhausted are eligible for remaining overtime. In cases where the roster has been completed / exhausted and no contact has been made, the least senior employee on the previous shift will be forced to work.

12.02.06 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.

12.03.00 Overtime is calculated from the start of the assigned work week 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 paid personal leave, holidays, vacation, bereavement leave, military leave, medical appointments during working hours for Workers Compensation, jury duty and time spent in arbitration for one (1) 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** A 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 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 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 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 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 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 An employee working a non-regular workweek shall receive a premium of twenty cents (\$.20) per hour.

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 work day as a floating holiday. The Company shall not unreasonably refuse to agree to a time which 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 or non-paid hours on the scheduled work day 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 are: 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 regularly 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 VACATION

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 (20th) years and each subsequent year of employment through and including the twenty fifth (25th) 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 (2) 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.

16.04.00 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 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 agree to a mutually acceptable alternate 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 weekly vacation requests rests exclusively with the Company to assure orderly operation of the work area. It is however also agreed that there shall be a minimum of twenty percent (20%) of the workforce 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.

ARTICLE 17.00.00 NON-PAID LEAVES OF ABSENCE

- 17.01.00** Limited 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 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 of 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** Leave 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) month 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 the 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 29.00.00 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.

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 reemployment 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 Americans With Disability Act.

ARTICLE 18.00.00 PAID PERSONAL LEAVE

18.01.00 Regular full-time employees as defined in 29.03.00 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 work week 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 hundredth (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 work day.
- 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 Project 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** Unused Paid Personal Leave shall be paid off upon termination of employment.
- 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 (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 normal work schedule. Such pay shall be for normal regularly scheduled hours at his 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 other-wise provided herein.

21.01.01 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 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 p.m. 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 work week.

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.

22.01.07 **(Airfield Only)** Shifts shall be posted for bid ten (10) days prior to each fiscal year, i.e. October 1st and held open for five (5) work days. Shift bids shall be awarded by seniority and effective on the 1st pay period following October 1st of each year.

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) 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 work week 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 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.

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 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 employee 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.

22.07.02 All employees displaced as a result of 22.07.00 shall be returned to the job last held, provided the classification has not been abolished.

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 DRYKEF, 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 Laborer.

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 employees 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.

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 that is not currently 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.

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%) of his current pay rate); or
- (b) a position previously held with the company; 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 Resources Manager 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 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 calendar day notice provision does not apply if the surplussing does not result in forced layoffs.

24.03.00 The Human Resources Manager will assign an 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 employee's shall be recalled on the basis of their seniority provided that the employee has the qualifications to perform the work required. An employee's 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 known 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 personnel file (except documents required to remain in the employees personnel file through state of federal regulations, which shall be maintained as a sealed record). Access to this sealed record shall be safeguarded by the Human Resources 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 individuals prior disciplinary history.
- 25.02.00** In all causes 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 after the beginning of the shift start, to notify their supervisor or section manager of the reasons therefore as far in advance of the scheduled starting time as possible, 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" #11.

- 25.06.00** An employee who is absent from work for a period of three (3) consecutive days without reporting the reason thereof shall be considered as having resigned without notice.
- 25.07.00** 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.
- 25.08.00** Any discussions or conferences with employees which may lead to disciplinary action shall take place with a Steward present if the employee so desires.
- 25.09.00** 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 AND ARBITRATION

- 26.01.00** The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances, in connection with the interpretation or application of the terms of this Agreement, have settled upon the following orderly and peaceful procedures:
- 26.02.00** The Union may file a grievance on behalf of its own behalf or on behalf of one or more employees of the bargaining unit.
- 26.03.00** The Employer shall designate a person to have final responsibility for the settlement of grievances by sending a letter with such designation to the Union within thirty (30) days after the execution of this agreement (hereinafter "Project Manager"). Such person may be changed by written notice to the Union and an alternate may be appointed on a day-to-day basis.
- 26.04.00** Grievances shall be without effect and void unless presented in writing at the lowest applicable step within ten (10) working days after the event or the date of knowledge giving rise to the grievance.
- 26.05.00** The failure to abide by the time limits, unless expressly waived in writing by the parties shall deemed a conclusive waiver or abandonment of the grievance.

26.06.00 **Definition Of A Grievance:** A grievance is an allegation by an employee in the bargaining unit or by the Union that the Company has violated an express provision of this Agreement.

26.07.00 **PROCEDURE:**

Step One: The employee shall promptly and within three (3) working days of the event of the grievance, report such grievance to his/her immediate supervisor. The supervisor then must within three (3) working days of being notified of the grievance provide an answer to the grieving party. If the dispute is not verbally resolved, the matter shall be referred in writing to Step Two, within five (5) working days. If the matter is not referred within five (5) working days, the matter shall be closed.

Step Two: Once the grievant has referred the grievance in writing to Step Two, the grievant will be entitled to a meeting, along with the steward, the Union Business Representative and the designated company officials to make an effort to settle the grievance. The Company representative will respond to the Union in writing to the grievance heard at Step 2 within five (5) working days after the Step 2 meeting. If no satisfactory settlement is agreed to after receipt by the Union of the Company Step 2 meeting response, the Union within ten (10) calendar days may request in writing that the matter be referred to Step Three, Arbitration or may as a pre-arbitration step, elect to have the issue mediated by the Federal Mediation and Conciliation Service (FMCS).

Step Three: Upon invoking the provisions of Step Three, the Union shall request in writing that the FMCS supply both the Company and the Union with a panel consisting of at least three and not more than five individuals who would serve as arbitrators. Such list must be requested within ten (10) working days after the receipt of the Company written response provided in Step Two. The parties may then invoke the usual procedures to strike off objectionable names. Such striking procedure must be accomplished within fifteen (15) working days of receipt of the FMCS panel. Once the arbitrator is selected, the hearing on the matter shall be held as quickly as possible, taking into consideration the schedules of the parties and available dates of the arbitrator. The hearing in the matter should be held within sixty (60) days of the date that the arbitrator is selected. If the arbitrator's schedule will not allow such scheduling of hearing, an additional panel must be requested by the parties immediately upon realization that the hearing cannot be held within sixty (60) days. Another panel from the FMCS must be requested and the striking process and scheduling process will follow. However, if the parties can mutually agree upon one of the previously-stricken arbitrators, the second panel will not be required. The cost of such arbitration shall be shared equally by both parties.

The parties may mutually agree to select an off panel neutral party to act as a temporary or permanent arbitrator for disputes arising under the terms of this Agreement.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the written mutual consent of the Company and the Union.

The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company. No appeal to the courts will be countenanced unless the arbitrator has acted beyond his/her authority.

26.08.00 The Arbitrator shall attempt to render the award in writing within thirty (30) calendar days after submission.

ARTICLE 27.00.00 UNIFORMS

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

27.02.00 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.

27.02.01 Except for Airfield personnel, employees shall have the option of wearing short sleeve or long sleeve shirts.

27.03.00 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.

27.04.00 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.

27.05.00 Employees shall, at their own cost, be allowed to wear Tee shirts designated by the Company during the summer months in all departments wherever employees are required to work. This is at management's discretion.

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

ARTICLE 28.00.00 BULLETIN BOARDS

28.01.00 The Company shall provide two (2) bulletin boards for use of the Union, 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 Project 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.

28.02.00 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.

28.03.00 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.

28.04.00 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.

28.05.00 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 29.00.00 GROUP INSURANCE

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

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

29.03.00 Regular full time employees: For the purpose of the Article 29.00.00 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 last day of the calendar month. Regular full time employee is defined as an employee who works at least thirty two (32) hours per week.

29.03.01 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 defined in Article 17.03.00.

29.04.00 **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.

29.04.01 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.

29.05.00 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, prescription drug.

29.05.01 The Company agrees to maintain life insurance on all eligible employees at all times regardless of waiver status as defined in 29.10.00.

29.06.00 Maintenance of Benefits: It is the intention of the parties signatory hereto that the benefits described in Section 29.05.00 above, and which are provided for employees and their eligible dependents shall be maintained through September 30, 2013.

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

29.08.00 **Due Dates:** Monthly contributions required under this Article 29.00.00 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.

29.09.00 **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 29.05.00 above.

29.10.00 Premiums for such benefits are determined from time to time by the Board of Trustees for the various Trusts as described in 29.05.00.

(a) If two 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 (30) calendar days. If this enrollment is not done within the (30) calendar day window, the

employee and eligible dependents must wait until the next open enrollment period.

- (c) If an employee waives coverage, the employee may not enroll in the health plan until the next open enrollment period or, if the employee should need to enroll due to discharge or separation from the armed services or other loss of coverage 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.

29.10.01 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

29.10.02 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

29.10.03 All employee contributions may be made through the DRYKEF 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.

29.10.04 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.

29.11.00 **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.

29.12.00 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 for a total contribution of one dollar and eighty five cents (\$1.85) per hour in addition to the hourly wage rate for part time employees.

ARTICLE 30.00.00 RETIREMENT PLAN

30.01.00 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 one hundred and seventy three (173) hours per month or 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 10/01/07	Effective 10/01/08	Effective 10/01/09	Effective 10/01/10	Effective 10/01/11	Effective 10/01/12
Company	\$.65	\$.75 (+.10)	\$.80 (+.05)	\$.85 (+.05)	\$.90 (+.05)	\$1.00
Employee From Wages	\$1.00*					
Total Company P/H Contribution	\$1.65	\$1.75**	\$1.80**	\$1.85**	\$1.90**	\$1.90

* Previous employee diversions to date in accordance with 31.05.00

** Subject to further employee diversions in accordance with 31.05.00

30.01.01 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 but in no case for a period longer than 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 30.02.00 of the Agreement. After the expiration of the probationary period as defined in Section 09.00.00, but in no event longer than ninety (90) calendar days from an employees first date of hire, the contribution shall be increased to the full contractual rate.

30.02.02 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.

30.03.00 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 31.00.00 GENERAL

31.01.00 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.

31.02.00

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.

31.02.01

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.

31.03.00

There shall be no discrimination or harassment by the Company or the Union against any employee because of race, sex, creed, color, and 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.

31.03.01

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.

31.03.02 Each employee shall adhere to the provisions and intent of Section 31.03.00 of this Article, in his dealings with fellow employees, suppliers and customers of the company under its contract DAKFO4-00-C-0002_(Equipment Maintenance FIR2111001M / Airfield Services FIR210138M).

31.03.03 The Company shall continue to utilize the "Hot Line" method to address reports of harassment and discrimination as defined in 31.03.00 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.

31.04.00 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.

31.05.00 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, and training sessions, etc. shall be considered as time worked. Such employees shall not suffer any reduction in hours normally paid for that week.

31.06.00 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.

31.07.00 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) In those positions 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.

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

31.07.02 The Company and the Union will encourage employees to take advantage of optional training and educational opportunities after working hours.

31.07.03 Employees, in accordance with 31.07.00, 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 sections. 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.

31.08.00 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.

31.09.00 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.

31.10.00 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.

- 31.11.00** 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.
- 31.12.00** 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.
- 31.13.00** The Union may designate, in writing, a Bargaining Unit member to accompany OSHA and/or CALOSHA on any walk-around inspections.
- 31.14.00** 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.
- 31.15.00** The Company will furnish adequate safety equipment and protective clothing as needed.
- 31.16.00** This Agreement shall be binding upon the parties hereto, their successors, and 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.
- 31.17.00** 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.
- 31.18.00** The providing of transportation following unscheduled periods of work and bona fide emergencies shall remain in effect.
- 31.19.00** The Company and the Union have agreed to the Substance Abuse Policy shown in Appendix "C".
- 31.20.00** 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.

31.21.00 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.

31.22.00 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, 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.

31.22.01 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.

31.23.00 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 32.00.00 DURATION

32.0101 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.

APPENDIX A WAGES

A. The following progression rates shall apply to employees who have not reached 100% of the Job classification wage rate:

(a) During an employees trial period as described in 09.00.00, such employee shall be compensated at 80% of the wage rate as contained in Appendix "A" for the classification in which such employee is working. Effective the first pay period following successful completion of said probationary period, such employee shall be moved to the one hundred percent (100%) wage rate of the classification in which such employee is working.

General Increase to the Wage Schedule

October 1, 2008	October 1, 2009	October 1, 2010	October 1, 2011	October 1, 2012
+4% (C) All classifications	+3% (N/C) All classifications	+3.5 (N/C) All classifications	+4% (N/C) All classifications	+3.5% (C) All classifications

Job Classification	Current Wage	Effective 10/01/08	Effective 10/01/09	Effective 10/01/10	Effective 10/01/11	Effective 10/01/12
Airfield Specialist POL	\$20.97	\$21.81	\$22.44	\$23.17	\$24.01	\$24.85
Lead Mechanic Heavy Equipment	\$25.40	\$26.42	\$27.18	\$28.07	\$29.09	\$30.11
Mechanic Heavy Equipment	\$24.24	\$25.21	\$25.94	\$26.79	\$27.76	\$28.73
Mechanic, Tire	\$19.34	\$20.11	\$20.69	\$21.37	\$22.14	\$22.91
Trades Helper	\$16.13	\$16.78	\$17.26	\$17.82	\$18.47	\$19.12
Equipment Admin Specialist	\$18.09	\$18.81	\$19.35	\$19.98	\$20.70	\$21.42

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APPENDIX B AUTHORIZATION FOR DUES DEDUCTION

Notice

I understand that the Collective Bargaining Agreement covering my job includes a union security clause, which requires union membership as a condition of employment. Under the law, I understand that I may satisfy this requirement in any one of three ways. 1.) I can become a member in good standing by paying the Union's initiation fee and monthly dues and other charges pursuant to the Local Union bylaws; 2.) I can simply pay uniform initiation fees and monthly dues, and choose not to become a member; 3.) I can become a service fee payer and pay a percentage of the initiation fee and monthly dues, based on the amount of the Union's collective bargaining expenditures bears to the Union's total expenditures. This means that I would pay for representation in collective bargaining, but not contribute my share of the Union's expenditures for civic, charitable, and other activities not directly related to collective bargaining. A service payer is not a union member. If I decide to become a non-member service fee payer, or if I wish to pay full fees and dues without joining the Union, I must so notify the Union within thirty (30) days from the date on this application. If the Union does not hear from me within thirty days, I will be treated as having decided in favor of full membership. In any event, I will be required to pay the appropriate initiation fee and monthly payments as a condition of employment. If I decide to become a non-member service fee payer, I will have the opportunity to challenge the correctness of the Union's calculation of the service fee payment. I will be given information as to how to do this upon my request, as well as a written explanation of the computation upon request at the Union's office. I understand that I can only participate in Union affairs if I am a member in good standing. If I do not become a member in good standing, I cannot vote on the ratification of my collective bargaining agreement. I may not vote for union officers or attend union meetings.

Obligation

I, _____, pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union.

I will faithfully perform all the duties assigned to me to the best of my ability and skill.

I will conduct myself at all times in a manner as not to bring reproach upon my union.

I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout.

I will never discriminate against a fellow worker on account of creed, color or nationality.

I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and this Local Union.

Witness _____

Date _____

City _____

Signed _____

Address _____

State _____ Zip _____

Phone No. _____

S.S. No. _____

APPENDIX C SUBSTANCE ABUSE POLICY

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 have 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, the Company and the Union agrees that.

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 and to seek and receive the services of the employee assistance program prior to such problems affecting job performance 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, 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.

2. The requirement for this 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 reasonable suspicion.

In the presence of the employee and Union representatives, the supervisor shall present the observations establishing the reasonable suspicion. The employee shall, upon hearing the supervisor's confirmed observations, receive a written description of his/her rights, observations, and options and shall be presented with the opportunity to self refer to the employee assistance program.

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

- (B) While the observation of the Business Agent, Union Steward, or other bargaining unit employee, may be solicited and are 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) An employee who does not self refer into 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, the employee shall sign consent forms authorizing:

- (1) The medical facility to withdraw a specimen of blood and urine;
- (2) Authorizing the testing laboratory to release the results of the testing to the medical facility for physician review and to the Company, and
- (3) At the employee's discretion, he/she may authorize 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 the blood and urine samples drawn will not be tested unless that employee, within twenty-four (24) hours, authorizes that these 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 refer into the employee assistance program.

- (E) The employee to be tested shall be taken to the medical facility by a Company representative and Union steward or other bargaining unit employee.
 - (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 drawn, 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 months. Employees may, within twenty-four (24) hours of receipt of test results, request the presence of an approved, consulting toxicologist during the full conduct of a second, independent test to be conducted at the laboratory site. Employees requesting independent tests are liable for the costs of the second test and the consulting toxicologist unless the employees second test results are negative.

In case of second tests, the urine specimen alone will be used as this fluid better retains the integrity of its chemical contents. Because some drugs/drug metabolites deteriorate or are lost during freezing and/or storage, the re-testing of specimens is not subject to the same testing level criteria as were used in the original analysis.
 - (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. Employees whose test results are positive shall not be eligible for reinstatement with back pay but shall be given the opportunity to immediately self refer into the employee assistance program. In the absence of immediate self referral such employee will be discharged.
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 FACILITIES

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

A licensed physician must perform the fitness for work examination and review the laboratory reports of drug test. The physician must have knowledge of substance abuse disorder and must possess the appropriate medical training to interpret and evaluate all positive test results together with the employee's medical history, including medications use, and any other relevant biomedical information.

The medical 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 medical 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.

(A.2) LABORATORY FACILITIES

Laboratory facilities must comply with applicable provisions of any State Licensure requirements and must be approved by the parties to the Agreement. Approval of a laboratory shall be contingent upon successful demonstration and on-site review establishing that the laboratory meets the standards for accreditation promulgated by the National Institute on Drug Abuse and upon the laboratory's ongoing participation in a program of external quality assurance. These standards may be revised as recommended by the National Institute on Drug Abuse.

- (B) Specific specimen collection procedures that include safeguards to ensure the employee's rights to privacy.

Authorized specimen collection personnel shall request that the employee show positive identification by providing a pictured identification card such as a driver's license and shall assure that the employee signs the waiver agreement that explains the procedures for

testing and reporting results. These personnel shall remove all articles and items from the collection space or bathroom shall assure that toilet water is colored or blued, shall turn off the hot water valve under the sink, shall ensure that the tamper-proof specimen collection kit is intact and shall instruct the employee to wash and dry hands prior to entry.

Employees shall remove all excess clothing and leave belongings outside the bathroom and shall provide urine samples in two (2) containers. Employees will not be subject to direct observation while rendering samples. Authorized specimen collection personnel shall, however, be present outside the bathroom and shall receive containers, assure that the quantity is sufficient for testing, check color and measure the temperature of each container and record same. These personnel shall fill in specimen labels in the presence of the employee, shall cup and seal containers with evidence tape and shall secure the employees initials on the tape.

- (C) Flawless chain of custody procedures shall govern specimen handling throughout the test 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 medical facility and laboratory staff:

(C.1) MEDICAL FACILITES

Authorized medical facility personnel shall seal specimen tubes with evidence tape in the presence of the employee and the employee shall initial the evidence tape. These 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 authorized medical facility personnel and this seal or tape shall be initialed by these personnel and the employee.

The medical facility shall make prior arrangements for courier pick-up of the specimens and shall assure that all specimens are couriered or shipped to the testing laboratory as immediately as possible. The medical 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 pick-up.

(C.2) 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 medical 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 technologists for testing. Each technologist 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 technologist. Upon completion of testing procedures, testing reports shall be prepared and signed by at least two (2) authorized technologists for review, approval and signature of the scientific director.

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

<u>Screening</u> <u>Drug. Assay</u>	<u>Cut Off Level</u>	
Blood Alcohol*	20	NG/ML
Cocaine Metabolite	300	NG/ML
Phencyclidine	25	NG/ML
Opiates	2000	NG/ML
Amphetamine	1000	NG/ML
Canabinoids	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 technologist 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:

<u>Confirmatory Drug Assay</u>	<u>Cut Off Level</u>
Blood Alcohol *	20 NG/ML
Cocaine Metabolite	150 NG/ML
Phencyclidine)	25 NG/ML
Opiates	2000 NG/ML
Amphetamine	500 NG/ML
Canabinoids	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 medical 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 programs 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 addendum shall be subject to the grievance procedure established in the labor agreement up to and including arbitration.

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, employees are subject to Appendix "E". 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.
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 or tardy. 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 either 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 eight (8) hours or more paid personal leave in his account such paid personal leave may be used for tardiness and/or absence for any reason. This applies to any shift subject to #11 below.
 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 for any reason. 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 has less than eight (8) hours paid personal leave in his account to cover any tardiness or absenteeism, he shall be subject to the provisions of the progressive disciplinary table of Appendix "E" subject to #11. below This applies to both employees working five 8-hour shifts and employees working four 10 hour shifts.
 11. Failure of an employee to notify the Company of an absence or tardy by the beginning of their shift start time shall constitute one (1) event. If an employee reports a tardy / absence by the beginning of the shift start and subject to #6 above, the employee will not suffer an event.
 12. 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.

13. 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.
14. **PART TIME**
 - a. Part time employees without PPL time in their account may elect to use vacation 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 14a above.
15. An employee who has reported to work and indicates he is ill and does not have sufficient time to cover the remainder of his/her shift and leaves work must provide a doctors note or be subject to disciplinary action.
16. 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 Events of Tardiness and / or Absenteeism	Progressive Disciplinary Action To Be Taken
Two (2)	Verbal Warning
Three (3)	Written Warning
Four (4)	Disciplinary Suspension
Five (5)	Termination of Employment

The first (1st) tardy shall count as one half (1/2) of one event. Each tardy thereafter will count as one (1) full event.

TWO (2) SUSPENSIONS WITHIN A TWELVE (12) MONTH PERIOD SHALL RESULT IN TERMINATION.

**STATEMENT OF EMPLOYEE RIGHTS AND OPTIONS
UNDER DRYKEF, Inc. ALCOHOL AND DRUG TESTING PROCEDURES**

If reasonable suspicion is established and confirmed that you may be under the influence of alcohol or other drugs, you are subject to the provisions for alcohol and drug testing as follows:

1. You may self refer immediately to the Teamster Assistance Program. If you self refer, the testing procedures will not be invoked and you will receive the treatment and rehabilitation assistance provided under the Teamster 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 self 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 two sets of blood and urine samples.
3. If you refuse to receive the examination and render the samples, or contaminate the sample, 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 self refer to the Teamster Assistance Program.
6. At the end of the 24 hour period, if you do not self refer and you refuse to have the samples tested, you will be discharged.
7. You will be suspended effective immediately upon completion of the fitness for work examination and rendering of samples.
8. The testing of your samples will take an estimated 2-4 days. You will be informed of your test results (positive or negative only) by 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 self refer to the Teamster Assistance Program if this is the first time you have been tested.
11. If you do not self refer, you will be discharged.

