

# CONTRACT FILES

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 7
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE <b>JUN 29 2001</b>	4. REQUISITION/PURCHASE REQ. NO. See Section G	5. PROJECT NO. (If applicable)
6. ISSUED BY USAF/AFMC AERONAUTICAL SYSTEMS CENTER BLDG 8 1801 10 TH STREET ROOM 201 WRIGHT-PATTERSON AFB OH 45433-7626 ROSALYN A. JONES (937) 656-4395 X423 rosalyn.jones@wpafb.af.mil	7. ADMINISTERED BY (If other than Item 6) AF PLANT 42 ASC/DET 1 (AFMC) 2503 EAST AVENUE P PALMDALE CA 93550-2196	8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PYRAMID SERVICES, INC 115 SOUTH FLORIDA AVE ALAMOGORDO NM 88310 (505) 434-0239 OTERO COUNTY COUNTY	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. F33657-99-C-0021 10B. DATED (SEE ITEM 13) 28 APR 2000
CODE OTLA5	FACILITY CODE	<b>MAILING DATE</b> <b>JUN 29 2001</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Section G			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>			
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Special Contract Requirement H001, "Options"</b>		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>Exercise of Option Period 1</b> Change in contract value: \$10,486,462.00 (Increase) Change in contract funding: \$4,764,012.00 (Increase)			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) <b>KENNETH S. KACHOLD</b> <b>PLANT 42 PROGRAM MANAGER</b>		16A. NAME AND TITLE OF SIGNER (Type or print) <b>GAIL M. PORUMB</b> Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Kenneth S. Kachold</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>28 Jun 2001</b>	16B. UNITED STATES OF AMERICA BY <i>Gail M. Porumb</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>29 Jun 01</i>

1. Pursuant to the terms set forth in H001 Options, the Government hereby exercises Option Period 1 for the period 01 July 2001 through 30 June 2002. Option Period 1 includes Options 3 through 8, comprising CLINs 0009 through 0014. The estimated value of the option is \$10,486,462.00.

2. This modification is also in accordance with FAR 52.232-18, "Availability of Funds" - current funding is only provided to cover the period of 1 July 01 through approximately 14 Dec 01. This contract will be incrementally funded as the funds become available for the remainder of the option year.

3. Clause F002, Period of Performance, is changes as follows:

From: 5 July 2000 through 30 June 2001

To: 1 July 2001 through 30 June 2002

4. Section J is amended as follows:

a. Attachment 5 is replaced by Service Contract Act (SCA) Wage Determination No. 94-2048 Revision 15, dated 17 Apr 2001.

b. Attachment 7 is hereby replaced to incorporate the Collective Bargaining Agreement between Pyramid Services Inc and International Association of Fire Fighters Local I-25, effective 2 October 2000.

d. Attachment 13 is hereby added to incorporate the Bridging Agreement between Pyramid Services Inc and International Brotherhood of Teamsters, Local #986, dated 11 August 00.

e. Attachment 14, Bridging agreement between the IAFF and Pyramid Services dated 11 Jun 01.

f. Attachment 15, Collective Bargaining Agreement (CBA) between Pyramid Services Inc and the Boilermakers Local Lodge #344 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, forgers and Helpers AF-CIO, effective 20 June 2001 through 30 June 2004 is incorporated into Section J.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

<b>0009</b>	CLIN Establish		\$6,006,242.00
-------------	----------------	--	----------------

*Noun:* OPERATIONS AND MAINTENANCE (EXCEPT SECURITY GUARD FORCE SERVICES)(OPTION 3)

*ACRN:* 9

*Security:* U

*Contract type:* J - FIRM FIXED PRICE

*Completion Date:* 30 JUN 2002

*Descriptive Data:*

The Contractor shall perform Operations and Maintenance Services except Security Guard Force Services at Air Force Plant (AFP) 42, Palmdale California in accordance with the PWS, Sections C-A through C-E and Section C-1 as it applies to Sections C-A through C-E, dated 7 Mar 01, attached hereto as ATCH NR 1, Section J. Except as otherwise provided under this contract, the Contractor shall furnish all necessary materials, facilities, personnel, and services to accomplish the required work. The Contractor shall accomplish Plant Clearance Actions of Government Furnished Property (GFP) as directed by the Contracting Officer (CO). The price set forth above shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. The work shall cover the period of 0001 hours Pacific Time (PT), 1 Jul 01 through 2400 hours PT, 30 Jun 02. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds, "the amount of funds obligated on this item is \$2,702,809.00 for work through 14 Dec 01. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

<b>000901</b>	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AN	+\$1,005,177.00

*Descriptive Data:*

Establish Funding in the amount of \$1,005,177.00 for subline 000901.

<b>000902</b>	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AG	+\$1,697,632.00

*Descriptive Data:*

Establish Funding in the amount of \$1,697,632.00 for subline 000902.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0010	CLIN Establish		\$2,955,600.00
------	----------------	--	----------------

*Noun:* OPERATION AND MAINTENANCE-SECURITY GUARD  
FORCE SERVICES (OPTION 4)

*ACRN:* AG

*Security:* U

*Contract type:* J - FIRM FIXED PRICE

*Completion Date:* 30 JUN 2002

*Descriptive Data:*

The Contractor shall perform Operations and Maintenance-Security Guard Force Services at Air Force Plant (AFP) 42, Palmdale California in accordance with the PWS, Section C-F and Section C-1 as it applies to Section C-F, dated 7 Mar 01, attached hereto as ATCH NR 1, Section J. Except as otherwise provided under this contract, the Contractor shall furnish all necessary materials, facilities, personnel, and services to accomplish the required work. The Contractor shall accomplish Plant Clearance Actions of Government Furnished Property (GFP) as directed by the Contracting Officer (CO). The price set forth above shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. The work shall cover the period of 0001 hours Pacific Time (PT), 1 Jul 01 through 2400 hours PT, 30 Jun 02. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds,"the amount of funds obligated on this item is \$1,355,143.00 for work through 14 Dec 01. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

0011	CLIN Establish	1	\$810,000.00
		LO	\$810,000.00

*Noun:* MATERIALS, SUPPLIES, UTILITIES, AND EQUIPMENT  
(OPTION 5)

*ACRN:* AG

*Security:* U

*NSN:* N - Not Applicable

*Contract type:* S - COST

*Inspection:* SOURCE

*Acceptance:* SOURCE

*FOB:* SOURCE

*Descriptive Data:*

The Contractor shall provide materials, supplies, parts, equipment and utilities in support of the work called for under CLINs 0002 and 0003 above, in accordance with the PWS dated 7 Mar 01, Atch Nr 1, Section J hereto as deemed necessary by the CO in an amount not to exceed \$810,000.00 and in accordance with Special Contract Requirements (Section H) AFMCPK-H8, "Provision For Materials, Supplies, Parts, Utilities and Equipment." Such amount shall not be exceeded without the prior written approval of the CO. The Contractor shall not include profit/fee or General and Administrative (G&A) costs in any of the amounts billed against this CLIN 0005. Invoices shall be submitted monthly based on incurred costs. The period of performance shall be identical to CLIN 0002. Pursuant to Section I, FAR Clause 52.232-22 "Limitation of Funds," \$374,896 is obligated for this work.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0012	CLIN Establish	1 LO	\$190,000.00
------	----------------	---------	--------------

*Noun:* WORK REQUESTS (OPTION 6)  
*ACRN:* AG  
*Security:* U  
*NSN:* N - Not Applicable  
*Contract type:* S - COST  
*Inspection:* SOURCE  
*Acceptance:* SOURCE  
*FOB:* SOURCE

*Descriptive Data:*

The Contractor shall accomplish work over and above the work called for under CLIN 0002 and 0003 by means of Work Requests to be issued by and at the sole option of the ACO, in total amount not to exceed \$190,000.00 and in accordance with Section H paragraph AFMCPK-H6 "Work Requests." Such amount shall not be exceeded without the prior written approval of the ACO. The Contractor shall not include profit/fee in any amounts billed against this CLIN. The Government is not obligated to issue any such work requests. Invoices shall be submitted by the Contractor after acceptance by the Government covering each Work Request. The period of performance shall be identical to CLIN 0002. Pursuant to Section I FAR Clause 52.232-22 "Limitation of Funds," \$90,626.00 is obligated at this time.

0013	CLIN Establish		\$262,310.00
------	----------------	--	--------------

*Noun:* ECP FOR SITE 3 (OPTION 7)  
*ACRN:* AG  
*Security:* U  
*Contract type:* J - FIRM FIXED PRICE  
*Completion Date:* 30 JUN 2002

*Descriptive Data:*

This is an Option Item with a period of performance identical to that in CLIN 0003 above. The Contractor shall provide for security force protection at the ECP for Site 3. This effort is identical to that described in the PWS, Section C-F dated 7 Mar 01 attached hereto as ATCH NR 1, Section J. This option shall be exercised in accordance with Section H Clause, H-001 "Options." Payments under this CLIN shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds,"the amount of funds obligated on this item is \$120,269.00 for work through approximately 14 Dec 01. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

<b>0014</b>	CLIN Establish		\$262,310.00
-------------	----------------	--	--------------

*Noun:* 5 MINUTE SECURITY RESPONSE (OPTION 8)  
*ACRN:* AG  
*Security:* U  
*Contract type:* J - FIRM FIXED PRICE  
*Completion Date:* 30 JUN 2002  
*Descriptive Data:*

This is an Option Item with a period of performance identical to that in CLIN 0003 above. The Contractor shall provide for security force protection at the ECP for Site 3. This effort is identical to that described in the PWS, Section C-F dated 7 Mar 01 attached hereto as ATCH NR 1, Section J. This option shall be exercised in accordance with Section H Clause, H-001 "Options." Payments under this CLIN shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds, "the amount of funds obligated on this item is \$120,269.00 for work through approximately 14 Dec 01. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

**SECTION F - DELIVERIES OR PERFORMANCE:**

Section F is amended to establish periods of performance for CLIN 0011 and 0012.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<b>0011</b>		1	U			30 Jun 2002
	<i>Noun:</i>					MATERIALS, SUPPLIES, UTILITIES, AND EQUIPMENT (OPTION 5)
	<i>ACRN:</i>					AG
	<i>Sec. Class:</i>					U
<b>0012</b>		1	U			30 Jun 2002
	<i>Noun:</i>					WORK REQUESTS (OPTION 6)
	<i>ACRN:</i>					AG
	<i>Sec. Class:</i>					U

**SECTION G - CONTRACT ADMINISTRATION/PAYMENT DATA:**

Section G is hereby amended to increase the amount under ACRN AG and establish ACRN AN.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
<b>AG</b>	ACRN Change	<b>+\$3,758,835.00</b>
	57 13400 301 4720 291062 020000 57000 78011F 503000 F03000	
	New ACRN Amount: \$9,416,416.00	
	Funding breakdown:	
	On CLIN 000902: +\$1,697,632.00	
	On CLIN 0010: +\$1,355,143.00	
	On CLIN 0011: +\$374,896.00	
	On CLIN 0012: +\$90,626.00	
	On CLIN 0013: +\$120,269.00	
	On CLIN 0014: +\$120,269.00	
	PR/MIPR: <b>GENV0017200042 \$3,758,835.00</b>	
	Descriptive data:	
	Purchase Request Complete	
<b>AN</b>	ACRN Establish	\$1,005,177.00
	57 13400 301 4720 2N150J 020000 57000 78011F 503000 F03000	
	New ACRN Amount: \$1,005,177.00	
	Funding breakdown:	
	On CLIN 000901: +\$1,005,177.00	
	On CLIN 0010: +\$.00	
	PR/MIPR: GENV0017200037 \$1,005,177.00	

The following attachment/exhibit(s) is added to Section J:

- Attachment 13** BRIDGING AGREEMENT BETWEEN PYRAMIDS SERVICES AND LOCAL 986
- Attachment 14** BRIDGING AGREEMENT BETWEEN PYRAMID SERVICES AND IAFF AND ITS LOCAL I-25
- Attachment 15** COLLECTIVE BARGAINING AGREEMENT BETWEEN PYRAMID SERVICES AND BOILERMAKER LOCAL LODGE 344

The following attachment/exhibit(s) is modified in Section J:

- Attachment 5** SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION NO. 94-2048 REVISION 10 AND 99-357 REVISION 00
- Attachment 7** COLLECTIVE BARGAINING AGREEMENT

5. All other contract terms and conditions remain unchanged and in full force and effect as a result of this modification.

6. This Supplemental Agreement constitutes a full and equitable adjustment and the Contractor releases the Government from any and all liability under the contract for further equitable adjustments arising out of or in connection with the changes effected hereby.

**WAGE DETERMINATION NO: 94-2048 REV (15) AREA: CA,LOS ANGELES/SANTA ANA**

---

WAGE DETERMINATION NO: [h0h294-2048](#) REV (15) AREA: CA,LOS [h1h3ANGELES](#)/SANTA ANA

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***	WASHINGTON D.C. 20210

William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2048 Revision No.: 15 Date Of Last Revision: 04/17/2001
-----------------------------	------------------------------------	--

---

State: [h2h4California](#)  
 Area: [h3h5California](#) Counties of [h4h6Los Angeles, Orange](#)

---

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE RATE	MINIMUM WAGE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.25
Accounting Clerk II	11.17
Accounting Clerk III	13.08
Accounting Clerk IV	14.97
Court Reporter	14.89
Dispatcher, Motor Vehicle	14.89
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.84
General Clerk I	8.07
General Clerk II	9.87
General Clerk III	12.14
General Clerk IV	

13.86  
Housing Referral Assistant

16.63  
Key Entry Operator I

9.38  
Key Entry Operator II

11.80  
Messenger (Courier)

9.28  
Order Clerk I

11.81  
Order Clerk II

12.81  
Personnel Assistant (Employment) I

12.45  
Personnel Assistant (Employment) II

13.97  
Personnel Assistant (Employment) III

18.12  
Personnel Assistant (Employment) IV

21.77  
Production Control Clerk

16.13  
Rental Clerk

12.64  
Scheduler, Maintenance

12.64  
Secretary I

12.64  
Secretary II

15.47  
Secretary III

16.63  
Secretary IV

19.43  
Secretary V

23.16  
Service Order Dispatcher

12.84  
Stenographer I

12.33  
Stenographer II

13.85  
Supply Technician

19.44  
Survey Worker (Interviewer)

14.66  
Switchboard Operator-Receptionist

10.68  
Test Examiner

15.47  
Test Proctor

15.47  
Travel Clerk I

10.18  
Travel Clerk II

11.08

Travel Clerk III  
11.83  
Word Processor I  
12.94  
Word Processor II  
13.79  
Word Processor III  
15.90  
Automatic Data Processing Occupations  
Computer Data Librarian  
12.71  
Computer Operator I  
12.71  
Computer Operator II  
14.68  
Computer Operator III  
17.75  
Computer Operator IV  
20.95  
Computer Operator V  
23.20  
Computer Programmer I (1)  
15.86  
Computer Programmer II (1)  
18.64  
Computer Programmer III (1)  
23.36  
Computer Programmer IV (1)  
27.44  
Computer Systems Analyst I (1)  
24.40  
Computer Systems Analyst II (1)  
27.62  
Computer Systems Analyst III (1)  
27.63  
Peripheral Equipment Operator  
13.67  
Automotive Service Occupations  
Automotive Body Repairer, Fiberglass  
19.28  
Automotive Glass Installer  
17.94  
Automotive Worker  
17.94  
Electrician, Automotive  
18.69  
Mobile Equipment Servicer  
16.15  
Motor Equipment Metal Mechanic  
19.45  
Motor Equipment Metal Worker  
17.94  
Motor Vehicle Mechanic  
19.16  
Motor Vehicle Mechanic Helper  
14.95  
Motor Vehicle Upholstery Worker

17.19  
Motor Vehicle Wrecker

17.94  
Painter, Automotive

18.69  
Radiator Repair Specialist

17.94  
Tire Repairer

15.47  
Transmission Repair Specialist

19.45  
Food Preparation and Service Occupations

Baker

11.95  
Cook I

10.78  
Cook II

11.95  
Dishwasher

7.66  
Food Service Worker

7.59  
Meat Cutter

11.95  
Waiter/Waitress

8.40  
Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter

18.52  
Furniture Handler

12.42  
Furniture Refinisher

18.52  
Furniture Refinisher Helper

14.82  
Furniture Repairer, Minor

17.04  
Upholsterer

18.52  
General Services and Support Occupations

Cleaner, Vehicles

7.96  
Elevator Operator

8.60  
Gardener

12.40  
House Keeping Aid I

7.59  
House Keeping Aid II

8.60  
Janitor

8.60  
Laborer, Grounds Maintenance

9.66  
Maid or Houseman

7.59  
Pest Controller

13.16  
Refuse Collector

8.73  
Tractor Operator

11.51  
Window Cleaner

9.52  
Health Occupations  
Dental Assistant

12.21  
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver

13.28  
Licensed Practical Nurse I

12.95  
Licensed Practical Nurse II

14.54  
Licensed Practical Nurse III

16.26  
Medical Assistant

11.55  
Medical Laboratory Technician

11.87  
Medical Record Clerk

11.87  
Medical Record Technician

14.30  
Nursing Assistant I

7.49  
Nursing Assistant II

8.43  
Nursing Assistant III

9.19  
Nursing Assistant IV

10.32  
Pharmacy Technician

12.87  
Phlebotomist

10.32  
Registered Nurse I

19.26  
Registered Nurse II

24.58  
Registered Nurse II, Specialist

24.58  
Registered Nurse III

29.97  
Registered Nurse III, Anesthetist

29.97  
Registered Nurse IV

37.16  
Information and Arts Occupations  
Audiovisual Librarian

18.98  
Exhibits Specialist I

18.34  
Exhibits Specialist II

22.72

Exhibits Specialist III  
25.61  
Illustrator I  
18.34  
Illustrator II  
22.72  
Illustrator III  
25.61  
Librarian  
22.96  
Library Technician  
16.27  
Photographer I  
16.42  
Photographer II  
19.86  
Photographer III  
24.61  
Photographer IV  
27.74  
Photographer V  
33.56  
Machine Tool Operation and Repair Occupations  
Machine-Tool Operator (Toolroom)  
18.52  
Tool and Die Maker  
23.95  
Material Handling and Packing Occupations  
Forklift Operator  
12.95  
Fuel Distribution System Operator  
16.01  
Material Coordinator  
16.34  
Material Expediter  
16.34  
Material Handling Laborer  
11.47  
Order Filler  
12.38  
Production Line Worker (Food Processing)  
14.22  
Shipping Packer  
11.12  
Shipping/Receiving Clerk  
11.12  
Stock Clerk (Shelf Stocker; Store Worker II)  
12.20  
Store Worker I  
9.38  
Tools and Parts Attendant  
14.35  
Warehouse Specialist  
14.22  
Mechanics and Maintenance and Repair Occupations  
Aircraft Mechanic  
19.28

Aircraft Mechanic Helper  
14.82  
Aircraft Quality Control Inspector  
20.07  
Aircraft Servicer  
17.04  
Aircraft Worker  
17.78  
Appliance Mechanic  
18.52  
Bicycle Repairer  
15.47  
Cable Splicer  
21.36  
Carpenter, Maintenance  
19.36  
Carpet Layer  
17.78  
Electrician, Maintenance  
23.43  
Electronics Technician, Maintenance I  
16.80  
Electronics Technician, Maintenance II  
21.87  
Electronics Technician, Maintenance III  
25.51  
Fabric Worker  
17.04  
Fire Alarm System Mechanic  
19.28  
Fire Extinguisher Repairer  
16.01  
Fuel Distribution System Mechanic  
19.28  
General Maintenance Worker  
17.78  
Heavy Equipment Mechanic  
19.86  
Heavy Equipment Operator  
22.17  
Instrument Mechanic  
20.16  
Laborer  
8.73  
Locksmith  
18.52  
Machinery Maintenance Mechanic  
18.57  
Machinist, Maintenance  
20.17  
Maintenance Trades Helper  
14.82  
Millwright  
21.56  
Office Appliance Repairer  
18.52  
Painter, Aircraft

18.52  
Painter, Maintenance

18.52  
Pipefitter, Maintenance

19.82  
Plumber, Maintenance

19.04  
Pneudraulic Systems Mechanic

19.28  
Rigger

21.90  
Scale Mechanic

17.78  
Sheet-Metal Worker, Maintenance

19.28  
Small Engine Mechanic

17.78  
Telecommunication Mechanic I

19.28  
Telecommunication Mechanic II

20.91  
Telephone Lineman

19.28  
Welder, Combination, Maintenance

19.28  
Well Driller

19.28  
Woodcraft Worker

19.28  
Woodworker

16.01  
Miscellaneous Occupations

Animal Caretaker

9.21  
Carnival Equipment Operator

10.01  
Carnival Equipment Repairer

10.78  
Carnival Worker

7.59  
Cashier

9.73  
Desk Clerk

12.65  
Embalmer

17.49  
Lifeguard

9.80  
Mortician

17.63  
Park Attendant (Aide)

12.32  
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)

11.27  
Recreation Specialist

15.25  
Recycling Worker

11.51  
Sales Clerk

10.67  
School Crossing Guard (Crosswalk Attendant)

7.59  
Sport Official

9.80  
Survey Party Chief (Chief of Party)

25.88  
Surveying Aide

14.24  
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)

19.50  
Swimming Pool Operator

13.74  
Vending Machine Attendant

11.51  
Vending Machine Repairer

13.74  
Vending Machine Repairer Helper

11.51  
Personal Needs Occupations  
Child Care Attendant

11.00  
Child Care Center Clerk

13.72  
Chore Aid

8.05  
Homemaker

16.44  
Plant and System Operation Occupations  
Boiler Tender

19.28  
Sewage Plant Operator

21.30  
Stationary Engineer

21.30  
Ventilation Equipment Tender

17.08  
Water Treatment Plant Operator

21.30  
Protective Service Occupations  
Alarm Monitor

14.68  
Corrections Officer

22.05  
Court Security Officer

22.10  
Detention Officer

22.10  
Firefighter

22.15  
Guard I

7.04  
Guard II

14.68  
Police Officer

27.07  
Stevedoring/Longshoremen Occupations  
Blocker and Bracer  
17.07  
Hatch Tender  
17.07  
Line Handler  
17.07  
Stevedore I  
17.90  
Stevedore II  
19.48  
Technical Occupations  
Air Traffic Control Specialist, Center (2)  
28.68  
Air Traffic Control Specialist, Station (2)  
19.77  
Air Traffic Control Specialist, Terminal (2)  
21.78  
Archeological Technician I  
16.39  
Archeological Technician II  
18.34  
Archeological Technician III  
22.72  
Cartographic Technician  
26.13  
Civil Engineering Technician  
23.72  
Computer Based Training (CBT) Specialist/ Instructor  
21.22  
Drafter I  
15.54  
Drafter II  
17.43  
Drafter III  
21.09  
Drafter IV  
26.13  
Engineering Technician I  
12.62  
Engineering Technician II  
14.17  
Engineering Technician III  
16.64  
Engineering Technician IV  
20.24  
Engineering Technician V  
23.23  
Engineering Technician VI  
28.11  
Environmental Technician  
21.05  
Flight Simulator/Instructor (Pilot)  
25.81  
Graphic Artist  
21.22

Instructor  
20.13  
Laboratory Technician  
15.60  
Mathematical Technician  
22.52  
Paralegal/Legal Assistant I  
15.06  
Paralegal/Legal Assistant II  
18.36  
Paralegal/Legal Assistant III  
22.46  
Paralegal/Legal Assistant IV  
27.20  
Photooptics Technician  
21.21  
Technical Writer  
23.15  
Unexploded (UXO) Safety Escort  
18.22  
Unexploded (UXO) Sweep Personnel  
18.22  
Unexploded Ordnance (UXO) Technician I  
18.22  
Unexploded Ordnance (UXO) Technician II  
22.05  
Unexploded Ordnance (UXO) Technician III  
26.43  
Weather Observer, Combined Upper Air and Surface Programs (3)  
15.60  
Weather Observer, Senior (3)  
17.34  
Weather Observer, Upper Air (3)  
15.60  
Transportation/ Mobile Equipment Operation Occupations  
Bus Driver  
15.41  
Parking and Lot Attendant  
6.56  
Shuttle Bus Driver  
10.11  
Taxi Driver  
8.69  
Truckdriver, Heavy Truck  
16.47  
Truckdriver, Light Truck  
10.11  
Truckdriver, Medium Truck  
15.41  
Truckdriver, Tractor-Trailer  
16.47

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444  
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the

action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**BETWEEN**

**PALMDALE AIRPORT  
FIRE FIGHTERS  
IAFF LOCAL I-25**

**&**

**CABACO, Inc.**

2 OCTOBER 2000 – 11 AUGUST 2005

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
	Preamble	1
I	Recognition and Union Membership	
	Section 1, Bargaining Representative	1
	Section 2, Members	1
	Section 3, Membership Deductions	1, 2
II	Management's Rights	2
III	Equal Opportunity/Affirmative Action	2
IV	Information To Be Furnished to the Union	2
V	Employees Covered and Seniority	
	Section 1, Employees Covered	2
	Section 2, Seniority	3
	Section 3, Seniority Terminated	3
	Section 4, Seniority Bridging	3
VI	Probation/Promotion/Layoff	
	Section 1, Probation	3, 4
	Section 2, Job Openings	4
	Section 3, Fire Operations Promotions	4
	Section 4, Layoff	4
VII	Union Representatives	
	Section 1, Names of Executive Board Members	5
	Section 2, Executive Board Union Business	5
	Section 3, Steward's Union Business Approval	5
	Section 4, Change Steward's Shift	5
	Section 5, Notification of Investigatory Interview	5
VIII	Grievances and Arbitration	
	Section 1, Grievance Defined	6
	Section 2, Complaints	6
	Section 3, Time Limits	6
	Section 4, Procedures	6
	Section 5, Precedents	6
	Section 6, Arbitration	7
IX	Emergency Request For Cash Payments	7
X	Occupational Classifications	7
XI	Health and Welfare Benefits	
	Section 1, Health and Welfare Benefit Plan	8
	Section 2, Dental and Optical Benefit Plan	8
	Section 3, Disability Benefit Plan	8

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
XII	Retirement Plan	
	Section 1, Fire Operations Retirement Payments	8
	Section 2, Fire Dispatch Retirement Payments	8
	Section 3, Transfer of Payments	8
XIII	Wages and Classifications	
	Section 1, Fire Operations	9
	Section 2, Fire Dispatch	9
XIV	Working Out of Classification	9
XV	Minimum Guarantees	9
XVI	Mileage Allowance	10
XVII	Conversion of Benefit Time	10
XVIII	Holidays	
	Section 1, Fire Dispatch Holidays	10
	Section 2, Fire Dispatch Holiday Pay	10
	Section 3, Fire Operations Holiday Pay	10, 11
	Section 4, Holidays Saturday/Sunday	11
	Section 5, Holiday Pay During Temporary Assignment	11
	Section 6, New Hires Holidays	11
XIX	Sick Leave	
	Section 1, Sick Leave New Hires	11
	Section 2, Sick Leave Accruals/Pay	11
	Section 3, Sick Leave Family	11
	Section 4, Doctor's Certificate	12
	Section 5, Sick Leave Increments	12
	Section 6, Sick Leave Notification	12
	Section 7, Sick Leave Accumulation	12
	Section 8, Sick Leave Phase Out	13
XX	Vacations	
	Section 1, Vacation Accrual	13
	Section 2, Vacation New Hires	13
	Section 3, Vacation Computation	14
	Section 4, Vacation Increments	14
	Section 5, Termination	14
	Section 6, Vacation Scheduling/Staffing	14
	Section 7, Vacation Accrual/Limit	14
	Section 8, Vacation Phase Out	14, 15
XXI	Hours of Work and Overtime	
	Section 1, Fire Operations Work Day and Pay	15
	Section 2, Overtime Rate Fifty-Six (56) Hour Workweek	16
	Section 3, Sleep Time Exclusion and Other Overtime	16
	Section 4, Fire Dispatch Overtime Rate	16
	Section 5, Fire Dispatch Work Day	16
	Section 6, Work Period	16
	Section 7, Fire Operations Distribution of Overtime	16, 17
	Section 8, Fire Dispatch Distribution of Overtime	17

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
XXII	Shift and Other Premiums	
	Section 1, Fire Dispatch Shift Premiums	18
	Section 2, Fire Operations EMT Certification Premium	18
	Section 3, Company Required Training/Certification	18
XXIII	Uniforms	
	Section 1, Fire Operations Uniforms	18
	Section 2, Fire Dispatch Uniforms	19
XXIV	Leave of Absence	
	Section 1, Leave of Absence	19
	Section 2, Time Off for Union Activities	19
	Section 3, Service as a Witness	19
	Section 4, Military Reserve	20
XXV	Jury Duty	20
XXVI	Bereavement Leave	
	Section 1, Eligibility	20
	Section 2, Proof	20
XXVII	Consultation	21
XXVIII	Safety Committee	21
XXIX	Injury on the Job	21
XXX	Safety and Sanitation	21, 22
XXXI	Physical Fitness	
	Section 1, Physical Examination	22
	Section 2, Physical Fitness	22
	Section 3, Drug Free Work Place	22, 23
	Section 4, Equipment	23
XXXII	Fire Operations Training	24
XXXIII	Fire Operations Staffing	
	Section 1, Under Hires	24
	Section 2, Fire Equipment Manned	24
XXXIV	Pay Disbursements	
	Section 1, Automatic Bank Depositing	24
	Section 2, Edwards Federal Credit Union	24
	Section 3, Pay Period	24
	Section 4, Employee Deferrals	25
	Section 5, Paycheck Stubs	25
XXXV	Bulletin Boards	
	Section 1, Space Available	25
	Section 2, Posting	25

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
XXXVI	Exchange Agreements	
	Section 1, Time Exchanges	25
	Section 2, Holdover	26
	Section 3, Early Relief	26
	Section 4, Shift Exchanges	26
XXXVII	Self Termination	26
XXXVIII	Appendices and Amendments	26
XXXIX	Successors and Assignees	26
XL	Legality	27
XLI	Complete Agreement	27
XLII	Strikes and Lockouts	27
XLIII	Period of Agreement	27
Exhibit A	Schedule of Coverage	28
Exhibit B	Work Rules	29-34
Exhibit C	Fire Department Safety Dress Code	35
Exhibit D	Fire Department Vehicle/Station Maintenance	36
Exhibit E	Fire Department Facilities	37
Exhibit F	Fire Operations Personnel Pay Terminology and Calculations	38
MOU's	Memorandums Of Understandings	39-41

**ABBREVIATIONS**

Air Force Plant 42, Palmdale, CA

Collective Bargaining Agreement

Crash Fire Rescue

Emergency Medical Technician

International Association of Fire Fighters

Leave Of Absence

Leave With Out Pay

Occupational Safety Health Administration

Social Security Number

United States Air Force

AFP42

CBA

CFR

EMT

IAFF

LOA

LWOP

OSHA

SSN

USAF

## **PREAMBLE**

This Agreement as entered into by and between CABACO, Inc. its successors and assignees (hereinafter called the "Company or Employer") and the International Association of Fire Fighters, AFL-CIO, and its Local I-25 (hereinafter called "Union or Employee") evidences the desires of the parties hereto to promote and maintain harmonious relations between the Company and employees represented by the Union, by setting forth herein the terms of this agreement relating to rates of pay, hours of work, disciplinary work rules, and conditions of employment.

## **ARTICLE I**

### **Recognition and Union Membership**

#### **Section 1 - Bargaining Representative**

The Company recognizes the Union as the exclusive bargaining representative of all employees covered under Article V, Section 1 of this Collective Bargaining Agreement employed at AFP42, excluding maintenance and supply personnel, guards, persons in a confidential capacity, and supervisors within the meaning of the National Labor Relations Act as amended.

#### **Section 2 - Members**

All employees covered by this Agreement shall on, or immediately following thirty (30) days after their employment, or immediately following thirty (30) days after the signing of this Agreement, whichever is later, become members of the Union and shall thereafter retain such membership in good standing as a condition of employment. "Membership in good standing" shall mean an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept said employees into membership on the same terms and conditions generally applicable to other members.

#### **Section 3 - Membership Deductions**

All employees shall have the Company deduct the amount of an initiation fee and/or monthly Union membership dues from his/her pay for transmittal to the Union, and shall execute an authorization card to be furnished by the Union in the form prescribed. The amounts of monthly Union dues or payments toward initiation fees will be certified to the Company in writing from time to time by the Secretary Treasurer of the local Union. A certification from said Secretary Treasurer, which changes the amount of said dues, shall become effective no later than the first (1st) day of the pay period beginning fifteen (15) days from the date the Company received such certification.

A deduction of the current pay period's dues will be made from the wages paid, provided there is sufficient pay available to cover same for the full amount authorized after all other deductions required by law or authorized by the employee have been made.

If the scheduled deduction for Union membership dues cannot be made that pay period, the full amount of the deduction will be made from the employee's pay in the next succeeding pay period in which there is sufficient pay. Deductions will not be made in respect to any prior pay period's dues except when the Company, through error or oversight, failed to make the deduction in any such pay period.

It is agreed that a written assignment of the following form will be acceptable for the purpose of this Agreement:

I, \_\_\_\_\_, an employee of the Company, at AFP42, do hereby individually and voluntarily certify that I authorize, by this writing, the Company to deduct from my wages and turn over to the Treasurer of IAFF, Local I-25, any and all Union initiation fees, dues and assessments certified by said Union to said Company now or hereafter to be due from or payable to me to said Union.

This authorization shall continue in force until my termination from the Company.

SSN \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_ Date \_\_\_\_\_

Within five (5) working days following the last pay period in the month which the deduction has been made, the Company shall mail to the Union address of record a check for the amount due drawn in favor of the local Union.

## ARTICLE II

### Management's Rights

The management of the Company's operations and the direction of the employees, including, but by no means limited to the right to plan, direct, and control all Company operations and the employees assigned thereto; the right to hire, schedule and assign job duties, suspend, layoff, promote, demote, transfer, discipline, discharge for just cause; to maintain order and efficiency; to perform or to buy; to determine the number and the locations of work sites, plants or stations, as well as the number, type, classification, and qualifications of employees assigned thereto; are vested exclusively in the Company. All similarly situated employees will be treated equally in the exercise of these rights. None of these rights shall be exercised contrary to the terms of this agreement.

## ARTICLE III

### Equal Opportunity/Affirmative Action

It is the policy of the Company and the Union not to discriminate against any employee on account of age, race, color, creed, sex, national origin, ancestry, mental or physical disability, medical condition, sexual orientation, religious beliefs, membership in the Union or any other basis prohibited by law. No employee will be discriminated against for observance of lawful Union activities.

## ARTICLE IV

### Information To Be Furnished To The Union

Once a month, the Company will furnish to the Secretary and Treasurer a list of names of employees who have had Union dues deducted along with a list of names of employees who are on unpaid leave, the date they started unpaid leave, and the day they returned to duty.

## ARTICLE V

### Employees Covered And Seniority

#### Section 1 - Employees Covered

The employees covered by this Agreement shall be as follows:

- Fire Operations Personnel
- Fire Dispatch Personnel

## **Section 2 - Seniority**

Except as provided in Article V, Sections 3 and 4, seniority based upon original date of hire in the bargaining unit shall prevail in demotions, layoffs, and re-hiring of bargaining unit personnel provided that qualifications and ability are substantially equal to the particular job and the action is within the department to which the person is assigned. Seniority shall prevail in choice of shifts and vacation/floating holiday with due regard to the requirements of the job. Seniority shall also be considered in station assignments with due regard to requirements of the job. The Union shall maintain the list of seniority for the employees within the bargaining unit and shall provide this list to the Company upon request.

## **Section 3 - Seniority Terminated**

Seniority shall be terminated upon: (a) leaving the bargaining unit, (b) resignation of an employee, (c) retirement, (d) discharge, (e) failure to return to work within three (3) working days of receipt of notice to return to work, (f) layoff without recall in a period of twelve (12) months, or (g) if the employee performs no work for the Company within the bargaining unit for a period of six (6) months; however, if an employee is re-employed upon recovery from an illness or accident lasting longer than six (6) months, his/her former seniority shall be restored.

Should an employee get elected to any local, state or national office within the Union that requires a full time commitment effectively removing the employee from the work force, that employee shall tender his/her resignation that will stop all Company benefits including seniority.

## **Section 4 - Seniority Bridging**

All former bargaining unit employees seniority will be bridged if rehired, reinstated, or recalled to any bargaining unit position, provided the employee has one (1) year continuous, uninterrupted service with the Company after returning to employment.

When a bargaining unit employee leaves the bargaining unit for a supervisory position with the Company, his/her seniority shall be frozen and held for a period of one (1) year and restored if he/she returns to the bargaining unit within the stated period of time. Any employee who returns within the one (1) year period shall assume the lowest vacant position within the department previously vacated. A reinstatement fee for such employees returning to the bargaining unit shall be charged by the Union.

Any employee who temporarily accepts a supervisory position outside of the bargaining unit will have his/her seniority frozen for that period of time. However, this time period must not exceed a total of ninety (90) calendar days when the employee returns to his/her previous position, either by choice or through Company action. The employee currently filling the temporarily vacated position will be returned to his/her previous position. Fees for returning to the bargaining unit shall be charged by the Union.

No new employees shall be hired until qualified employees laid off previously have been given an opportunity to return to work in accordance with their classification and seniority rights.

## **ARTICLE VI**

### **Probation/Promotion/Layoff**

#### **Section 1 - Probation**

For all new Fire Operations Personnel employees hired, there shall be a one (1) year probation period. During the probation period, the employee may be terminated at the discretion of the Company.

For all new Fire Dispatch Personnel employees hired, there shall be a one hundred eighty (180) day probation period. During the probation period, the employee may be terminated at the discretion of the Company.

For the first (1st) one hundred eighty (180) days of employment, the employee shall be paid one dollar fifty cents (\$1.50) per hour less than the rates provided in Article XIII.

The Union may not make any termination during any probationary period the subject of a grievance.

For the purposes of this Article, and all other accruals and benefits under this CBA (e.g. Articles XVIII, XIX and XX) individuals employed at USAF Plant 42 at any time within sixty (60) days of their date of hire by the Company, or any successor, assign or subsequent employer, shall not be considered a "new employee".

## **Section 2 - Job Openings**

For bargaining unit positions it shall be the policy of the Company to promote from within the bargaining unit work force within operational units (except as provided below) when a qualified person is available from the bargaining unit.

Job openings, to include a description of the minimum requirements, for all positions covered in this CBA shall be posted within seventy-two (72) hours of a position vacancy and shall remain posted for one hundred twenty (120) hours prior to action being taken to fill the vacancy. Fire Department job openings will be offered to the classification in which the vacancy occurs first. Fire Dispatch Personnel shall have first opportunity in filling Fire Dispatch vacancies.

Job openings will be filled by personnel meeting requirements set forth in this Section. Employees filling vacancies will receive the hourly rates applicable thereto upon beginning performance in the new job. If the Company determines within a ninety (90) calendar day period that the employee is not performing the job satisfactorily, the Company may (with just cause, i.e., clearly demonstrates an inability to perform in the new job satisfactorily) demote said employee to the position he/she vacated when promoted.

The employee shall also have the option to return to the position he/she vacated when promotion occurred. The time period shall be ninety (90) calendar days. When an employee returns to his/her previous position, either by choice or through Company action, the employee currently filling that position will be returned to his/her previous position.

Temporary hires shall be given primary consideration for permanent vacancies within their classification whenever a vacancy occurs. In the event of more than one (1) temporary hire in a classification in which a vacancy occurs, the temporary hires with the most seniority shall be assigned on a probationary basis.

## **Section 3 - Fire Operations - Promotions**

The following procedures will be used for all promotions into bargaining unit positions within the Fire Department.

Job openings to include a description of minimum requirements will be posted. Those applicants meeting the minimum requirements, for the position being offered will be administered a written and practical examination. The minimum passing score, the technical reference and the practical information for the examination(s) will be included in the job posting. Fifty percent (50%) weight will be given to the written and fifty percent (50%) weight to the practical. The individual obtaining the highest passing score will be promoted. In the event of equal test score totals for two (2) or more individuals, seniority will prevail. The test(s) will be graded in the presence of the Union representative.

## **Section 4 - Layoff**

Any employee to be placed on lay off shall be given two (2) weeks notice, (ten (10) working days for forty (40) hour personnel or five (5) shifts for fifty-six (56) hour personnel) if such notice is possible and not beyond management's control. The election of providing either notice or pay, or combination thereof, to any employee shall be at the sole election of the Company.

## **ARTICLE VII**

### **Union Representatives**

#### **Section 1 - Names of Executive Board Members**

The local Union will provide the Company with a list, in writing, of names of the Executive Board members, their positions and their assigned areas of responsibility on a current basis. The Company will provide the Union a list of appropriate Company officials authorized and responsible for handling grievances under each step of the grievance procedure of Article VIII

#### **Section 2 - Executive Board - Union Business**

All union business, other than the handling of grievances to the extent provided by the terms of this Agreement, shall be conducted by members of the Executive Board and shall not exceed a total of twenty-four (24) hours for Fire Operations Personnel, Company time per month, with a maximum accrual of one hundred and twenty (120) hours, and four (4) hours for Fire Dispatch Personnel, Company time per month, with a maximum accrual of twenty (20) hours. Union business will be taken in a minimum of four (4) hours and hourly thereafter.

Prior to any absence of a member or members of the Executive Board from their assigned work stations during work hours for the purpose of conducting union business, the member shall notify said member's supervisor. Such notification by any member(s) of the Executive Board shall be solely for the purpose of monitoring the hours allocated for such absence, and shall not in any way require the member(s) of the Executive Board to disclose the nature of the union business for which their absence is required. In all events, the Company shall have the discretion of refusing time away from the job for union business when so dictated by staffing requirements, after being unable to force overtime coverage.

Time used for union business that exceeds the above stated limits shall not be charged to the Company.

#### **Section 3 - Steward's Union Business Approval**

The Steward may not leave the assigned work position to discuss union business without prior permission of said Steward's supervisor. In obtaining such permission, the Steward shall state whether the absence is for the handling of a grievance or other union business. Permission will not be unreasonably withheld. After securing permission to leave his/her area and when entering the area of another supervisor's responsibility, he/she will contact the supervisor before attempting to contact any employee. After completing the business for which approval to leave had been obtained, the Steward will notify his/her supervisor upon returning to his/her area and resume his/her regularly assigned duties. It is understood that reasonable time spent by a Steward away from his/her assigned work for the purpose of handling grievances shall be without loss of pay. Reasonable time shall be defined by the Company as not to exceed two (2) hours total time per grievance by Executive Board Members or Stewards to handle grievances. Any time spent with the Company Management for handling of a grievance will not be assessed as union business.

#### **Section 4 - Change Steward's Shift**

No Union Steward shall be transferred from one (1) shift to another, except with consent of the individual Steward, if it impedes his/her ability to represent Union members on his/her shift except, as otherwise coordinated by the Union President or his/her designee and the Company.

#### **Section 5 - Notification – Investigatory Interview**

The Company shall notify an on-duty Executive Board member that a Union Member is required to participate in an investigatory interview by a government agency on Company premises as soon as practicable after notification of the request to interview by the government agency.

## **ARTICLE VIII**

### **Grievances and Arbitration**

#### **Section 1 - Grievance Defined**

A grievance is defined as a dispute between the Company and employee or employees involving the application or meaning of any provision of this Agreement which is reduced to writing and filed for processing through the grievance procedure and stating what Article of the Agreement has been violated.

#### **Section 2 - Complaints**

In the event that any employee or employees has a complaint, each shall have the right to verbally present the complaint, directly or through their Steward, to their immediate supervisor. If the complaint cannot be settled within three (3) working days and involves a matter subject to grievance procedure, it may be reduced to writing and processed in accordance with the grievance procedures described in this Article.

#### **Section 3 - Time Limits**

It is agreed that harmonious relations between the parties require the prompt handling and disposition of grievances. A written grievance must be filed within thirty (30) calendar days after the event occurs which gave rise to the grievance, or it will not be considered in the grievance procedure. Grievances involving discharges, suspensions, layoffs, or recalls must be filed within ten (10) calendar days after the event occurs which gave rise to the grievance, or they will not be considered in the grievance procedure. In case of a grievance involving loss of time or money, the Company shall not be required, under any circumstances, to make back payments for any period of time greater than the time Limits set forth above for filing various types of grievances.

Saturdays, Sundays, and holidays shall not be counted in computing the due date for any decision or appeal there from. Time limits for grievance meetings at any step may be extended by mutual agreement of both parties.

#### **Section 4 - Procedures**

The first (1st) step shall be handled between the Deputy Chief or appropriate designee and the Shop Steward or appropriate designee. The first (1st) step meeting will be held within five (5) working days after the grievance is presented to the aggrieved employees Operations Manager indicated in Article V, Section 1. The company's manager will give a written reply to the Steward within five (5) working days after the meeting. If this reply is not satisfactory, the Union may appeal to the next step of this grievance procedure provided such appeal is made within five (5) working days after receipt of the Operations Manager's reply.

The second (2nd) step shall be between the Fire Chief or appropriate designee and the Chief Shop Steward or his/her designee. The Company shall make a reply in writing no later than ten (10) working days after meeting with the Union representatives. All second (2nd) step decisions will become final and binding on all parties concerned unless the Union informs the Company within ten (10) working days from the date of such Company decision that it intends to submit the matter to arbitration.

Either party may request the presence of the aggrieved employee at the steps set forth in this Section.

In the event the Company does not respond in accordance with the time limits set forth in this Section, the grievance will automatically move to the next step of the procedure, including arbitration.

#### **Section 5 - Precedents**

A final decision made with respect to any grievance in the first (1st) or second (2nd) step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent that shall bind the parties as an interpretation of the Agreement. The Union President and the grievant must approve all settlements.

## **Section 6 - Arbitration**

Any grievance which has not been finally settled or disposed of in accordance with the steps of the grievance procedure herein outlined may be submitted to arbitration within ten (10) working days of the receipt of the second (2nd) step reply. Either party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The party requesting the arbitrator shall strike two (2) names on the list, after which the other party shall strike two (2) names. The remaining name shall be the arbitrator.

The arbitrator shall consider only the particular issue or issues presented to him/her in writing by the Company and the Union.

The authority of the arbitrator shall be strictly limited to the interpretation or application of the existing terms of this Agreement. All other matters are expressly excluded from arbitration. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any Agreement supplementing this Agreement. The arbitrator shall have no power to establish wage rates, classifications, or fringe benefits of any kind except as provided in Article X.

The decision of the arbitrator shall be rendered in writing, and he/she shall endeavor to render his/her decision within two (2) weeks after the conclusion of the hearing. The decision, when so made, shall be final and binding on all parties, and they agree that they will abide thereby.

With the agreement of both parties, arbitrations may be conducted without transcripts or filing of briefs. In these cases, the arbitrator shall issue the decision, in writing, within two (2) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties.

The party against whom the arbitrator rules shall bear all the expenses and compensation of the arbitrator, including the cost of the hearing room/facility. However, each party shall bear the expenses and compensation of its own witnesses.

## **ARTICLE IX**

### **Emergency Request For Cash Payments**

Employees who have accumulated more than forty (40) hours Sick Leave, or more than forty (40) hours Vacation, may request a cash payment of up to forty (40) hours Sick Leave or forty (40) hours Vacation for a Family Emergency. The Company will issue the warrant with-in two (2) weeks or earlier if possible. (References Article XIX, Section 7 and Article XX, Section 7).

Emergencies could include, but not be limited to; medical expenses (Article XXIV, Section 1) and/or Bereavement Leave (Article XXVI, Section 1).

## **ARTICLE X**

### **Occupational Classifications**

In the event the Company desires to establish new or change occupational classifications within the bargaining unit, the hourly rates applicable thereto shall be determined and put into effect by the Company after notification to the Union, subject thereafter to review of such rates by the Union and negotiations with the Company if such are required.

Negotiated rates that are higher than the Company established rates would be paid retroactively to the start of the new or revised classification.

In the event the parties are unable to agree on rates for such new classifications within thirty (30) days after their establishment, the dispute shall be subject to the grievance procedure. If the dispute is arbitrated, the questions of wages and retroactive adjustments shall also become arbitral at the time.

## **ARTICLE XI**

### **Health and Welfare Benefits**

#### **Section 1 - Health and Welfare Benefit Plan**

The Company agrees to provide a comprehensive health and welfare benefit plan, agreeable to both parties, for all employees to assist employees and their dependents in the event of illness, accident, or loss of life. The Company reserves the right to designate the insurance carrier. The Company will provide coverage in accordance with the schedule of coverage attached as Exhibit A. The Company agrees that the monthly premiums will be fully paid for employee and dependants, and to maintain the same existing levels of coverage and benefits.

#### **Section 2 - Dental and Optical Benefit Plan**

The Company agrees to provide a comprehensive dental and optical benefit plan for all employees to assist employees and their dependents that is acceptable to both parties. The Company agrees that the monthly premiums will be fully paid for employee and dependants, and that it will maintain the existing levels of coverage and benefits.

#### **Section 3 - Disability Benefit Plan**

The Company agrees to provide a comprehensive disability plan, agreeable to both parties, to protect employees income in case of absences due to job related injuries. The Company agrees that the monthly premiums will be fully paid for employee, and that it will maintain the existing levels of coverage and benefits.

## **ARTICLE XII**

### **Retirement Plan**

#### **Section 1 - Fire Operations - Retirement Payments**

Effective 2 October 2000, the Company agrees to contribute for each Fire Operations Personnel employee eight and one half (8.5%) of the employee's gross pay for all hours worked or paid as worked as defined in Article XXI, Section 1 and Exhibit F to a maximum of nineteen hundred forty-seven (1947) hours to the Pension Trust Fund Carrier in accordance with the trust fund document. No additional contributions will be made for a holiday worked other than the usual contribution made for a day worked.

#### **Section 2 - Fire Dispatch - Retirement Payments**

Effective 1 January 2001, the Company agrees to contribute for each Fire Dispatch Personnel employee eight and one half (8.5%) of the employee's straight time (1x) rate of pay as defined in Article XIII for all hours worked or paid as worked to a maximum of two thousand eighty (2080) hours to the Pension Trust Fund Carrier in accordance with the trust fund document. No additional contributions will be made for a holiday worked other than the usual contribution made for a day worked.

#### **Section 3 - Transfer of Payments**

The Company shall transfer the payments to be made under this Article to the trust fund carrier in accordance with federal law and the trust fund document to the extent it is not inconsistent with federal law.

**ARTICLE XIII**

**Wages and Classifications**

The straight time rates of pay listed below are effective 1 January 2001. Straight time rate of pay for all classifications shall be increased by three percent (3%) in the years shown below. Should the increase in the Consumer Price Index, Los Angeles-Anaheim-Riverside areas, All Urban Consumers, for the period October through October in any year during the term of this Agreement, equal or exceed four percent (4%), the Company and Union shall immediately reopen negotiations on the sole issue of wages. Any additional straight time rate of pay adjustment(s) agreed to by the parties shall be effective 1 January of the year in question. Prior to the effective date of each straight time rate of pay adjustment, the Company shall distribute to each employee a list of classifications and new straight time rates of pay.

**Section 1 - Fire Operations**

	1 January 2001	1 January 2002	1 January 2003	1 January 2004	1 January 2005
Captain EMT	\$23.92	\$24.62	\$25.34	\$26.08	\$26.84
Captain	\$23.22	\$23.92	\$24.64	\$25.38	\$26.14
Engineer EMT	\$22.99	\$23.66	\$24.35	\$25.06	\$25.79
Engineer	\$22.29	\$22.96	\$23.65	\$24.36	\$25.09
Fire Fighter EMT	\$22.07	\$22.71	\$23.37	\$24.05	\$24.75
Fire Fighter	\$21.37	\$22.01	\$22.67	\$23.35	\$24.05

**Section 2 - Fire Dispatch**

	1 January 2001	1 January 2002	1 January 2003	1 January 2004	1 January 2005
Lieutenant	\$21.51	\$22.16	\$22.82	\$23.50	\$24.21
Fire Dispatcher	\$20.38	\$20.99	\$21.61	\$22.27	\$22.94

**ARTICLE XIV**

**Working Out Of Classification**

An employee who is temporally assigned by the Company to perform the duties of a higher classification of work shall be paid at the higher rate for such classification for a minimum of two (2) hours and hourly thereafter. No non-bargaining unit employees shall be assigned to jobs set forth as classifications included in the bargaining unit. Employees temporarily assigned to positions of lower rank or pay shall not have their rate of pay reduced.

**ARTICLE XV**

**Minimum Guarantees**

Fire Dispatch Personnel who are called to work overtime outside his/her regular shift shall receive time and one half (1.5x) the amount equal to his/her straight time (1x) rate of pay plus any shift premium for the overtime hours to be worked with a minimum guarantee of four (4) hours pay at this rate. Fire Operations Personnel who are called to work overtime outside his/her regular shift shall receive pay in accordance with the proper overtime rate in Article XXI, Sections 1 and 2 with a minimum guarantee of four (4) hours pay. An employee shall be allowed a minimum of four (4) hours pay, including applicable shift premiums, if he/she is ordered to report to work on a regular workday but is not put to work. If the employee is put to work, he/she shall be allowed a minimum of four (4) hours pay, including applicable shift premiums. If more than four (4) hours are worked in any one (1) day, he/she shall receive pay for actual hours worked plus an additional hour for any fraction of an hour worked.

When an employee is held over from his/her regular scheduled shift, the employee will receive a minimum guarantee of one (1) hours pay, including applicable shift premiums, at time and one-half (1.5x).

## **ARTICLE XVI**

### **Mileage Allowance**

With prior company approval, employees may use their private automobiles for Company business and shall be compensated at the then current Federal Travel Regulation rate per mile.

## **ARTICLE XVII**

### **Conversion Of Benefit Time**

Forty (40) hour personnel who transfer to the fifty-six (56) hour workweek will have all sick leave and vacation converted as follows:

- a. Every hour (1) will equal one and one half (1 1/2) hours
- b. Holidays will equal one half (1/2) shift (twelve (12) hours) for every full month remaining in the year.

Fifty-Six (56) hour personnel who transfer to the forty (40) hour workweek will have all sick leave and vacation converted as follows:

- a. Every one and one half (1 1/2) hours will equal one (1) hour.
- b. The employee will receive the remaining holidays outlined in Article XVIII, Section 1.

## **ARTICLE XVIII**

### **Holidays**

#### **Section 1 - Fire Dispatch - Holidays**

The following named days shall be the observed holidays by Fire Dispatch Personnel:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas, the day before or the day after Christmas, and two (2) Floating Holidays. Floating Holidays will be issued to employees on 1 January of each year and must be taken by 31 December of the same year.

Fire Dispatch Personnel will observe the holiday on the actual calendar day on which it occurs.

#### **Section 2 - Fire Dispatch - Holiday Pay**

Fire Dispatch Personnel shall be paid for at the straight time (1x) rate of pay plus applicable shift premiums for all hours worked on a holiday and shall, in addition, receive the holiday pay at straight (1x) time the employees regular shift rate of pay (straight time (1x) rate of pay plus shift premiums regularly earned by the employee) to which they may be entitled in accordance with provisions of this Article.

Upon voluntary resignation or layoff, employees will receive a cash payment at their straight time (1x) rate of pay for all unused floating holiday time.

#### **Section 3 - Fire Operations - Holiday Pay**

Fire Operations Personnel are entitled to one hundred forty-four (144) hours of floating holidays each year. Floating holidays will be issued to employees on 1 January of each year and must be taken by 31 December of the same year. Floating holidays will be granted on a seniority basis, provided that the USAF operational staffing requirements of the Company can be met. In the event that excessive personnel have requested the same holiday and all cannot be approved due to excessive absences (in accordance with Article XX, Section 6), approval will be limited to the senior employee requesting the holiday.

Employees will be paid holiday pay as if they were on duty so that they will not lose any pay when they take holiday time off. Holiday time, if taken during sleep time, is chargeable against holiday accrual. An employee shall receive no additional compensation due to reductions in available sleep time resulting from his/her holiday time off.

Upon voluntary resignation or layoff, employees will receive a cash payment for all hours of unused floating holiday time paid at the adjusted hourly rate of pay as described in Article XX, Section 7.

#### **Section 4 – Fire Dispatch - Eligibility**

In order to be eligible for pay for a holiday not worked, the employee must work his/her scheduled work day or shift immediately preceding and following such holiday unless the absence was due to illness or injury or was excused by the Company.

#### **Section 5 - Holiday Pay During Temporary Assignment**

When a holiday falls while an employee is temporarily assigned to a higher classification, the employee will receive the holiday pay at the higher rate providing the employee works the regularly scheduled shift the day before and the day after the holiday.

#### **Section 6 - New Hires - Holidays**

For Fire Dispatch Personnel, completing their probationary period prior to or on 30 June will be entitled to two (2) floating holidays. Fire Operations Personnel who complete their probationary period prior to or on 30 June will be entitled to one hundred forty-four (144) hours of floating holidays. If probationary period is completed prior to or on 31 October, the employee will be limited to seventy-two (72) hours of floating holidays. Employees whose probationary period ends between 1 November and 31 December will be limited to twenty-four (24) hours of floating holidays.

### **ARTICLE XIX**

#### **Sick Leave**

##### **Section 1 - Sick Leave - New Hires**

New hires shall qualify for sick leave accrual after one hundred eighty (180) days of employment.

##### **Section 2 – Sick Leave – Accruals/Pay**

After one hundred eighty (180) days of employment, Fire Dispatch Personnel shall accrue sick leave, with pay each year, at a rate of three point zero eight (3.08) hours bi-weekly, which equals eighty (80) hours of sick leave per year. Fire Operations Personnel shall accrue sick leave, with pay each year, at a rate of four point six two (4.62) hours bi-weekly, which equals one hundred and twenty (120) hours of sick leave per year. Employees will be paid sick leave pay as if they were on duty so that they will not lose any pay when they take sick leave time off. Sick leave time, if taken during sleep time, is chargeable against sick leave accrual. An employee shall receive no additional compensation due to reductions in available sleep time resulting from his/her sick leave time off.

##### **Section 3 - Sick Leave - Family**

The Company and the Union agree that the purpose of sick leave is to compensate an employee due to absence resulting from illness or injury except that up to thirty-two (32) hours for Fire Dispatch Personnel and forty-eight (48) hours for Fire Operations Personnel of sick leave may be used per year for illness of family members as defined in Article XXVI, Section 1. There shall be no other authorized use of sick leave.

#### **Section 4 - Doctor's Certificate**

For Fire Dispatch Personnel, it shall be standard procedure that a Doctor's Certificate be submitted when absence is for three (3) or more days or when an employee has zero (0) hours sick leave. Fire Operations Personnel will be required to produce a Doctor's Certificate for any time beyond two (2) normal shifts of work or when an employee has zero (0) hours sick leave.

The Company shall also have the right to demand such proof of illness or injury if a prolonged pattern develops. In the event a Doctor's Certificate is required, the employee shall present the Company with said certificate upon the first (1st) day returning to work.

The Company and the Union agree that any employee abusing this Article by taking sick leave when no injury or illness exists shall be subject to disciplinary action, as contained in Exhibit B, B-6.

#### **Section 5 - Sick Leave Increments**

Sick leave will be taken in a minimum of four (4) hours and then hourly thereafter. Employees leaving work as a result of illness will be charged for the hours actually taken or one (1) hour whichever is greater.

#### **Section 6 - Sick Leave - Notification**

An employee wishing to take sick leave must notify his/her immediate supervisor. Should the supervisor not be available at his/her duty station or section, and between the hours of 2200 to 0600, notification will be made to Fire Dispatch. Employees are requested to notify the Company two (2) hours prior to the commencement of their shift if they will be absent. Under all circumstance notification of absence must be received sixty (60) minutes for Fire Operations Personnel and thirty (30) minutes for Fire Dispatch Personnel prior to the commencement for their shift, unless such notification is prevented due to emergency circumstances.

#### **Section 7 - Sick Leave - Accumulation**

Employees who are terminated for cause will not be entitled to any payment for accumulated sick leave.

Fire Dispatch Personnel, who have an accumulated balance of one hundred twenty (120) hours sick leave shall receive a cash payment at their straight (1x) time rate of pay bi-weekly for all hours accrued thereafter. Upon voluntary resignation or layoff, an employee will receive a cash payment at their straight (1x) time rate of pay for all sick leave.

Fire Operations Personnel, who have an accumulated balance of two hundred and forty (240) hours sick leave shall receive a cash payment at the hourly rate of pay in Article XX, Section 7, bi-weekly for all hours accrued thereafter. Upon voluntary resignation or layoff, an employee will receive a cash payment at the adjusted hourly rate of pay in Article XX, Section 7, for all sick leave.

Fire Dispatch Personnel, who as of their annual anniversary date have an accumulated balance of one hundred twenty (120) hours sick leave may request a cash payment at their straight (1x) time rate of pay for up to eighty (80) hours. Upon voluntary resignation or layoff, an employee will receive a cash payment at their straight (1x) time rate of pay for all accrued sick leave.

Fire Operations Personnel, who as of their annual anniversary date have an accumulated balance of one hundred twenty (120) hours sick leave or more may request a cash payment at the adjusted hourly rate of pay in Article XX, Section 7, for up to eighty (80) hours. Upon voluntary resignation or layoff, an employee will receive a cash payment at the adjusted hourly rate of pay in Article XX, Section 7, for all accrued sick leave.

**Section 8 - Sick Leave - Phase Out**

Upon Company notifying the Union in writing that it will not be continuing as the subcontractor or direct contractor for Fire Operations and Fire Dispatch operation(s) at USAF Plant 42, the Company may provide employees a cash payment at straight (1x) time rate of pay for Fire Dispatch Personnel and at the adjusted hourly rate of pay in Article XX, Section 7 for Fire Operations Personnel as follows:

If notice is given at least one hundred and twenty (120) days in advance, payments equal to twenty-five percent (25%) of each employees accrued sick leave balance maybe paid out at thirty (30) day intervals, with the first payment occurring no sooner than one hundred and twenty (120) days prior to the USAF contract termination date. If notice is given ninety (90) days prior in advance, payments equal to thirty-three percent (33%) of each employees accrued sick leave balance may be paid out at thirty (30) day intervals, with the first payment occurring no sooner than ninety (90) days prior to the USAF contract termination date. In the event the Company retains the contract or subcontract, employees may, at their option, purchase back all or any portion of their sick leave balance at the rate paid by the Company within the period sixty (60) days from the date USAF contract or subcontractor effective date. In the event an employee takes sick leave during the phase out period, and has insufficient remaining accrued sick leave balance, the sick leave time off shall not be paid, but shall be treated as paid time for all other purposes.

**ARTICLE XX**

**Vacation**

**Section 1 - Vacation - Accruals**

Except as provided in Article V, Sections 3 and 4 Fire Dispatch Personnel will accumulate vacation in accordance with seniority based upon date of hire in the bargaining unit as follows:

<u>Length Of Employment</u>	<u>Number Days Vacation</u>	<u>Bi-Weekly Accumulation Rate in Hours</u>
Under 6 Months	0	1.85
Over 6 Months	6	1.85
Over 1 Year	12	3.69
Over 5 Years	15	4.62
Over 10 Years	20	6.16
Over 15 Years	25	7.70

Except as provided in Article V, Sections 3 and 4 Fire Operations Personnel will accumulate vacation in accordance with seniority based upon date of hire in the bargaining unit as follows:

<u>Length Of Employment</u>	<u>Number Shifts Vacation</u>	<u>Bi-Weekly Accumulation Rate In Hours</u>
Under 6 Months	0	2.77
Over 6 Months	3	2.77
Over 1 Year	6	5.54
Over 5 Years	7.5	6.93
Over 10 Years	10	9.24
Over 15 Years	12.5	11.54

**Section 2 - Vacation - New Hires**

New employees will not be granted vacation during the first (1st) six (6) months of employment.

### **Section 3 - Vacation - Computation**

Employees will be paid vacation pay as if they were on duty so that they will not lose any pay when they take vacation time off. Vacation time, if taken during sleep time, is chargeable against vacation accrual. An employee shall receive no additional compensation due to reductions in available sleep time resulting from vacation time off

### **Section 4 - Vacation - Increments**

Vacation will be taken in a minimum of four-hour (4) increments, and then hourly thereafter.

### **Section 5 - Termination**

Any employee who is terminated for reason of discharge or layoff after six (6) months of continuous service shall be entitled to accrued vacation pay, less any vacation time that may have been taken. If the employee is reinstated after layoff or discharge, credit will not be given for any accrued vacation pay paid at layoff or discharge.

### **Section 6 - Vacation – Scheduling/Staffing**

Employees must schedule vacation at least twenty-four (24) hours in advance of the start of the shift in which vacation is to be taken. Employees may use vacation time after the start of a shift provided that they have reported for work and the use of the vacation time will not cause the Company to use overtime to cover for the absent employee.

Vacations will be granted on a seniority basis providing the staffing requirement imposed on the Company by the USAF can be met. Employees whose vacations are approved thirty (30) days in advance shall not be bumped by more senior employees. The Company and Union agree that not more than four (4) Fire Operations Personnel will be absent per shift at any one (1) time in order that there will be no disruption of Company's operation due to lack of available employees to fill the positions so affected. In Fire Dispatch, only one (1) person will be allowed on vacation per day. Employees abusing this Section will be in violation of Exhibit B, Rule C-17.

### **Section 7 - Vacation - Accrual/Limit**

Fire Dispatch Personnel vacation accruals for employees with under ten (10) years seniority will be limited to one hundred (160) hours; employees with over ten (10) years seniority may accrue up to two hundred (200) hours; and employees over fifteen (15) years may accrue up to two hundred forty (240) hours. Fire Dispatch Personnel exceeding the maximum allowable hours of accrual will be reimbursed at their straight (1x) time rate of pay, on the pay period following accrual.

Fire Operations Personnel vacation accruals for employees with under ten (10) years seniority will be limited to two hundred (200) hours; employees with over ten (10) years seniority may accrue up to two hundred forty (240) hours; and employees over fifteen (15) years may accrue up to three hundred (300) hours. Fire Operations Personnel exceeding the maximum allowable hours will be reimbursed on the pay period following accrual, based on the following formula:

Straight time (1x) rate of pay (in Article XIII Section 1) times eight (8), plus straight time (1x) rate of pay times time and one half (1.5x) times eight (8), equals a shifts rate of pay, divided by twenty-four (24) equals the adjusted hourly rate. (The adjusted hourly rate times twenty-four (24), divided by twenty (20) equals the straight time (1x) rate of pay).

### **Section 8 - Vacation - Phase Out**

One (1) year prior to the expiration date of the USAF contract, and again at 6 months prior to the expiration date of the USAF contract, the Company may pay employees for a portion of their vacation accruals, with all hours paid at the adjusted hourly rate of pay in Section 7 of this Article, to reduce employees vacation accruals to the following amounts:

**Fire Dispatch Personnel**

<u>Seniority</u>	<u>1 Year</u>	<u>6 Months</u>
Under 10 Years	120 hours	80 hours
Over 10 Years	160 hours	120 hours
Over 15 Years	200 hours	160 hours

**Fire Operations Personnel**

<u>Seniority</u>	<u>1 Year</u>	<u>6 Months</u>
Under 10 Years	160 hours	120 hours
Over 10 Years	200 hours	160 hours
Over 15 Years	240 hours	200 hours

**ARTICLE XXI**

**Hours of Work and Overtime**

**Section 1 - Fire Operations - Work Day and Pay**

Fire Operations Personnel shall work a fifty-six (56) hour workweek, working two (2) consecutive twenty-four (24) hour shifts, each commencing at 0730 hours daily and ending at 0730 hours the following day, and then having four (4) consecutive twenty-four (24) hour shifts off. In conjunction with the fifty-six (56) hour workweek, the twenty-four (24) hour shift of each platoon will be further partitioned as follows:

Work Period -- 0730-1630 hours is work time for which employees will receive eight (8) hours at the straight time (1x) rate of pay in Article XIII and one (1) hour at time and one half (1.5x).

Standby -- 1630-2200 hours is standby time for which employees will be paid at time and one half (1.5x) for that five and one half (5 1/2) hour period. No normal work will be scheduled. Personnel are required to respond to emergency calls and scheduled training. Bunk rooms and recreational facilities can be used during this period.

Sleep Time --2200-0600 hours will be sleep time and there will be no pay if uninterrupted. Sleep time is defined in the Fair Labor Standards Act, which requires five (5) hours of continuous uninterrupted sleep. If employees are interrupted during their sleep time, they will be paid time and one half (1.5x) for all hours actually worked. If the sleep time is interrupted to the extent the employee cannot get at least five (5) continuous hours of uninterrupted sleep, the entire time shall be counted as compensable hours worked and shall be paid at time and one half (1.5x). Employees shall receive no additional compensation due to reduction in available sleep time resulting from paid or unpaid leave time off. If employees are awakened during their sleep time for an alarm, all employees shall receive fifteen (15) minutes at time and one half (1.5x). Those employees who respond to an alarm or other call to duty will be paid for all time worked at time and one half (1.5x).

Those employees who do work during the sleep hours will be paid for all time worked, plus an additional thirty (30) minutes at time and one half (1.5x) for the period of time following completion of their duties.

Work Period -- 0600-0730 hours - 0600-0630 hours is prep time. 0630-0730 hours is work time. All such time will be paid at time and one half (1.5x).

## **Section 2 - Overtime Rate Fifty-Six (56) Hour Workweek**

In conjunction with the fifty-six (56) hour workweek:

- a. Fire Operations Personnel working a twenty-four (24) hour overtime shift shall be compensated in the same manner as a regularly scheduled shift under Section 1, including shifts worked as an under hire under Article XXXIII, Section 1.
- b. Fire Operations Personnel working an overtime shift of less than twenty-four (24) hours, but more than eight (8) hours, shall be paid eight (8) hours of straight (1x) time, with all other hours paid at time and one half (1.5x), and with all hours computed at the adjusted hourly rate set forth in Article XX, Section 7.
- c. Fire Operations Personnel working an overtime shift of eight (8) hour or less shall be paid at their straight time (1x) rate of pay.

## **Section 3 - Sleep Time Exclusion and Other Overtime**

Sleep time hours and all other hours over eight (8) in a twenty-four (24) hour shift, or any overtime of less than twenty-four (24) hours, shall be compensable at time and one half (1.5x) except in conjunction with the fifty-six (56) hour workweek as provided in Sections 1 and 2 of this Article. This Section does not authorize the Company to change from a fifty-six (56) hour workweek without the agreement of the Union.

## **Section 4 - Fire Dispatch - Overtime Rate**

For Fire Dispatch Personnel, any work in excess of eight (8) hours in a weekday and/or forty (40) hours in a work week will be paid at time and one-half (1.5x) the amount equal to employees straight time (1x) rate of pay plus the shift premium paid for the overtime hours worked. LWOP will not count as hours worked. There shall be no pyramiding of overtime.

## **Section 5 - Fire Dispatch - Work Day**

A twenty-four (24) hour period commencing at the start of the employees regularly scheduled shift constitutes a Fire Dispatch Personnel work day. Example: 0730-0730, 1630-1630, 2330-2330 hours.

## **Section 6 - Work Period**

The Company will make some notation in its records which shows the work period for each employee and which indicates the length of that period and its starting time.

## **Section 7 - Fire Operations - Distribution of Overtime**

The opportunity to work overtime will be distributed on an availability system. Personnel desiring to work overtime will indicate the shifts they will be available for on the shift overtime availability roster. As overtime becomes available, it will be offered to the person with the lowest hourly total then highest seniority that have made themselves available for overtime on that particular shift.

Should a situation arise where overtime could not be filled from the availability system, the system will revert to a recall list where the eligible person with the lowest seniority will be contacted either away from work or on duty and be required to report to work. All attempts will be made so that no employee will work more than seventy-two (72) hours in a row. In this case, refusal of the overtime would not be allowed. Employees who fail to report for overtime will be subject to disciplinary action.

During the majority of the year, if an employee has a vacation/floating holiday (24 hours) scheduled for either their last regular shift before, or first regular shift after the day of a possible force, this employee shall be considered exempt from the forced overtime.

However, from the period of 15 December through 1 January of each year the "before and after" rule shall not apply. All forced overtime will be filled strictly by seniority.

All work schedules and notifications of individuals forced to work during the holiday shall be accomplished by 1 December of each year. There shall be no exceptions to this. All time exchanges during this period will be put to the seniority test, and if either employee involved in the time exchange would otherwise be forced in for overtime by their respective seniority, the time exchange will be disapproved.

Any sick leave taken during 15 December through 1 January, shall require a doctors certificate before return to work, in addition any sick leave taken by an employee on a shift he/she has been forced in for shall require a doctors certificate before return to work. The Company is encouraged to grant exemptions to these rules only under extreme emergency conditions.

Overtime created as a result of Article XXXIII, Section 1 will be filled one (1) month (or at least two (2) weeks) in advance. Those employees who have accepted overtime outside their regular shift also accept the responsibility to report to duty at the scheduled time or be subject to disciplinary action.

- a. No employee shall take time off in lieu of overtime pay.
- b. The computation of overtime for the overtime summary sheet shall be based on actual hours worked.
- c. Refusal by an employee to work overtime after he/she indicated he/she would be available will result in the employee being charged with the number of hours he/she declined and will be allowed only twice annually. Employees abusing this Section will be subject to disciplinary action..
- d. All new hires will be averaged into the overtime summary sheet (i.e. low person 300, high person 1000, new hire would be averaged in at 650).
- e. All Fire Operations Personnel overtime worked will be accruable to the nearest whole hour on the same overtime summary sheet (including voluntary and forced, Fire Dispatch Personnel overtime and holdover pay, etc.).
- f. All Fire Operations Personnel will have a telephone number on file for the emergency recall or force in list.

#### **Section 8 - Fire Dispatch - Distribution of Overtime**

The opportunity for all overtime for Fire Dispatch Personnel will be distributed within that department according to the eligible person with the highest seniority. Personnel desiring to work overtime will indicate the days/shifts that they will be available on a weekly overtime summary sheet. As overtime becomes available it will be offered to personnel with the lowest hourly total that have made themselves available when the overtime is on that particular day/shift.

Should overtime be required for Fire Dispatcher and no Fire Dispatcher is available, Fire Operations Personnel who are Fire Dispatch certified and who have made themselves available would be called to fill the overtime requirement for the Fire Dispatch providing it does not interfere with his/her regular duty shift. Fire Operations Personnel working the Fire Dispatch cannot exceed eight (8) hours overtime prior to and in conjunction with their regularly scheduled shift. In the event of a force-in situation, Fire Dispatch Personnel will be forced-in prior to forcing in Fire Operations Personnel who are Fire Dispatch certified.

- a. No employee shall take time off in lieu of overtime pay.
- b. The overtime summary will be adjusted monthly to ensure that the person on the list with the fewest number of hours charged will be no more than forty (40) hours from the highest person on the list.
- c. The computation of overtime for the overtime summary sheet shall be based on actual hours worked.
- d. Refusal by an employee to work overtime after he/she indicated he/she would be available will result in the employee being charged with the number of hours he/she declined.
- e. All new hires will be placed on the overtime summary sheet at the highest person's hours.
- f. All Fire Dispatch Personnel will have a telephone number on file for the emergency recall or force-in list.

**ARTICLE XXII**

**Shift Premiums and Certifications**

**Section 1 - Fire Dispatch - Shift Premiums**

The Company agrees to pay the following amounts for each hour worked or paid as worked for Fire Dispatch Personnel:

	1 January 2001	1 January 2002	1 January 2003	1 January 2004	1 January 2005
Swing Shift (B-Shift)	\$0.50	\$0.55	\$0.60	\$0.65	\$0.70
Graveyard Shift (C-Shift)	\$0.90	\$0.95	\$1.00	\$1.05	\$1.10
Rotating Shifts (Floaters)	\$0.90	\$0.95	\$1.00	\$1.05	\$1.10

**Section 2 - Fire Operations - EMT Certification Premium**

The Company agrees to pay a premium of seventy cents (\$0.70) for each hour worked or paid as worked to Fire Operations Personnel possessing valid EMT Certifications, provided that the number of employees who receive this premium shall not exceed twenty one (21) regardless of the number certified as EMT's. The straight time (1x) rate of pay set forth in Article XII, Section 1, for Captain EMT, Engineer EMT, and Fire Fighter EMT includes this EMT certification premium amount.

**Section 3 - Company Required Training/Certification**

The Company will reimburse employees all education expenses for Company required training/certifications off base. All EMT's who re-certify will be reimbursed one hundred dollars (\$100.00) or the actual cost, whichever is less, at the time of re-certification, unless the Company provides EMT re-certification (training) on duty. Under all circumstances EMT's will be responsible for payment of the re-certification fees on duty.

**ARTICLE XXIII**

**Uniforms**

The Company shall provide uniforms to all employees as indicated in the following Sections:

**Section 1 - Fire Operations - Uniforms**

- |    |   |               |
|----|---|---------------|
| a. | Trousers/Pants, OSHA Approved Transcontinental or equal)          | Five (5) each |
| b. | Shirts, OSHA Approved Transcontinental or equal)                  | Five (5) each |
| c. | Work Jacket (new style via attrition)                             | One (1) each  |
| d. | Approved Safety Toe Boots, plain toe, black/minimum cover ankles) | One (1) each  |
| e. | Fire Fighter Badges   | Two (2) each  |
| f. | Collar Brass, Position (Captain/Engineer)                         | Two (2) each  |
| g. | Name Tags, Sewn On  | Six (6) each  |
| h. | Patch, Fire Fighter   | Six (6) each  |
| I. | Patch, EMT (Certified Personnel Only)                             | Six (6) each  |
| j. | Belt  | One (1) each  |

Note 1. Tee shirt, white or dark blue, must be worn with uniforms

Note 2. Uniforms will be repaired (to their original condition) or replaced on an as needed basis.

Note 3. Company will provide a Dry Cleaning service for the cleaning of items a., b., and c.

Note 4. Company agrees to reimburse upon submission of a receipt, up to one-hundred dollars (\$100.00) for Approved Safety Toe Boots purchased by the employee with prior Company approval or, in the alternative, the employee may accept Company provided Approved Safety Toe Boots.

**Section 2 - Fire Dispatch - Uniforms**

- a. Trousers/Pants (Transcontinental or equal) Seven (7) each
- b. Shirts (Transcontinental or equal) Seven (7) each
- c. Work Jacket One (1) each
- d. Safety Shoes (plain toe, black) One (1) each
- e. Fire Fighter Badges Two (2) each
- f. Name Tags, Sewn On Seven (7) each
- g. Patch, Fire Fighter Seven (7) each
- h. Belt One (1) each

- Note 1. Fire Dispatchers will be provided with clothing similar in appearance to the Fire Department, and shall have the option of wearing office style shoes.
- Note 2. Tee shirt, white or dark blue, must be worn with uniform.
- Note 3. Uniforms will be repaired (to their original condition) or replaced on an as needed basis.
- Note 4. Company will provide a Dry Cleaning/Laundry service for the cleaning of items a., b., and c.

**ARTICLE XXIV**

**Leave of Absence**

**Section 1 - Leave of Absence**

Subject to the provisions of law, the granting of LOA is at the discretion of the Company. Employees may request a LOA only in cases of court appearances, injury, accident, illness, or death in the family. Any employee desiring a LOA from employment shall secure written permission from the Company and shall notify the Union. The maximum LOA shall be for ninety (90) days and may be extended for like periods of time. All LOA is without pay or benefits. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. All LWOP not covered by the provisions above will result in loss of one (1) day seniority for every one (1) day of LWOP.

The continuation period for Health and Welfare benefits outlined in Article XI, for employees unable to work due to illness or injury, will be limited as follows:

<u>Employee Seniority (years)</u>	<u>Continuation (months)</u>
0-1	0
1-5	6
5+	12

**Section 2 - Time Off for Union Activities**

The Company agrees to grant up to fifteen (15) days LOA per calendar year to the Union for the conduct of Union activities provided that written notice is given to the Company twenty-four (24) hours in advance for one (1) day or less, and five (5) days in advance for more than one (1) day. The Union agrees that in making such request not more than four (4) employees will be absent at any one (1) time per shift in order that there shall be no disruption of the company's operation. This entitlement shall be used at the discretion of the Union for the conduct of all Union activities except those associated with arbitrations, which shall not be charged against this authorization.

**Section 3 - Service as a Witness**

When an employee is subpoenaed as a witness in a case he/she shall be granted a LOA.

However, when an employee is subpoenaed as a witness in a case involving a duty-related incident, the employee shall be paid the difference between witness fees received and time lost from his/her regularly scheduled workweek. Employees shall suffer no loss or reduction from their regular pay should they be called to service as a witness in a duty-related case.

#### **Section 4 - Military Reserve**

An employee on the active payroll of the Company who is required to engage in any twelve (12) month period for two (2) consecutive weeks (up to fourteen (14) consecutive days) of military reserve, including National Guard, and who has at least twelve (12) months of military reserve training service credit immediately prior to commencement of the training period shall, upon the employees request, be granted an LOA for the period of training. The employee shall be paid the difference between the pay received for the training period including weekends (excluding subsistence, travel and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked a normal five (5) day work week schedule (excluding overtime) during the training period. The employee must provide the Company with a copy of the military pay stub to validate the amount of pay due to the employee.

The "amount of wages" shall be determined on the basis of the employees standard work schedule.

### **ARTICLE XXV**

#### **Jury Duty**

An employee who has completed his/her probationary period who is called for and performs jury duty, except voluntary grand jury duty, will be compensated by the Company for such jury duty and the wages he/she would have received for normally scheduled hours worked or paid as worked. The employee shall endorse and deliver to the Company the check for jury duty service fees immediately upon receipt thereof.

Compensation for such work time lost shall in no event exceed, for any one (1) employee, a total of twenty (20) regular workdays for Fire Dispatch Personnel and ten (10) shifts for Fire Operations Personnel in any one (1) calendar year. An employee temporarily excused from court during his/her regularly scheduled working hours shall report for work provided that at least four (4) hours of his/her regular shift can be worked. If released by 1500 hours, Fire Operations Personnel must report to work to complete the scheduled shift. If the Fire Operations Personnel is required to report to jury duty the next morning, he/she will be released early, two (2) hours prior to the end of shift. The employee must give at least twenty-four (24) hours notice, whenever possible, to his/her supervisor of required jury duty service to be eligible for jury duty pay. Employees assigned to graveyard or swing shift will not be required to report to their regular shift provided they are reporting for jury duty that day. Employees performing jury duty will obtain a form from the Jury Commissioner's Office as proof of daily attendance.

### **ARTICLE XXVI**

#### **Bereavement Leave**

#### **Section 1 - Eligibility**

Employees who have completed one hundred eighty (180) days of employment will be entitled to thirty-two (32) hours for Fire Dispatch Personnel or thirty-six (36) hours for Fire Operations Personnel for paid bereavement leave. For purposes of this entitlement, the employees family is defined as the employees mother, father, stepparents, spouse, children, brothers, sisters, grandparents, grandchildren, and spouse's mother, father, step-parents, brothers, sisters, children, and grandparents. The Fire Chief may also approve this entitlement under some circumstances for death of other family members when there is clear evidence that the family member acted as the employees guardian for a substantial portion of his/her childhood.

#### **Section 2 -Proof**

The employee must provide proof to the Company within five (5) work days (two (2) shifts for Fire Operations Personnel) that this entitlement was used for the purpose stated in Section 1. Failure to do so will result in the employee being charged with an unexcused absence and disciplinary action.

## **ARTICLE XXVII**

### **Consultation**

Any Union employee who is consulted telephonically while off-duty for official business related to his/her job will be provided a minimum of one (1) hour pay for such service at the employees base rate.

## **ARTICLE XXVIII**

### **Safety Committee**

No later than ninety (90) days following the date of this Agreement, a Safety Committee shall be formed of three (3) members of the bargaining unit (one (1) from each Shift) and two (2) members of management. The members appointed from both the Bargaining Unit and the Company will be mutually acceptable to both parties. The Committee will be chaired by the Company Safety Manager and will be charged with making safety recommendations to the Plant Manager regarding equipment, vehicles, and apparatus and with reviewing accident findings involving represented personnel. The Company agrees to keep the Safety Committee informed as to accidents and safety trends within the Bargaining Unit and the Plant. Meetings will be scheduled to coincide with the on-duty availability of the Fire Department representative.

## **ARTICLE XXIX**

### **Injury on the Job**

An employee who is injured on the job during his/her scheduled shift and is sent home because of such injuries shall receive his/her regular shift rate of pay for the entire shift.

## **ARTICLE XXX**

### **Safety and Sanitation**

The Company will comply with all applicable federal and state safety and health laws to the extent it is permitted to do so by the provisions of its contract with the USAF. The Company will furnish uniforms, safety glasses, and safety shoes for employees as required for the efficient and safe performance of the employees duties.

For employees in Fire Operations, The Company will furnish safety hats, working gloves, jackets, bunker boots, bunker coats, bunker pants, fire helmets, and any other equipment which the Company requires its Fire Fighters to use in the performance of their duties. (The quantity and quality of the foregoing items will be up to accepted standards in the industry.) The Company shall provide sanitary facilities and lockers. Fire Station kitchen facilities will be provided and each shift will be permitted cooking privileges.

The Company shall provide space that can be padlocked for storage of assigned tools, protective clothing, and bedding. No additional locker space will be made available. The Company reserves the right to open and inspect the contents of lockers upon reasonable cause to believe that a locker contains alcohol, illegal substances, Company property without authorization or any other item the use or possession of which by the employee would violate law, applicable federal rules or regulations or any term, condition or provision of this Agreement. The affected employee and one on-duty Union Steward shall be notified and have the right to be present at any such locker opening and inspection.

The Company will maintain Hazardous Materials Exposure Reports on any incidents exposing employees to Hazardous Materials, additionally the Company will provide the employee with a copy of said report.

Employees working in areas having unsanitary conditions will be furnished inoculations as good medical practices dictate.

When employees are required to work in a hazardous area, such as inside vessels, lift stations, areas of leaking gas, voltage of 440 volts or above, high pressure gas (3500 lbs. or higher), chemical cleaning, or to work with hoist equipment necessitating the presence or assistance of another individual under the existing safety regulations, there shall always be two (2) or more employees assigned thereto.

## **ARTICLE XXXI**

### **Physical Fitness**

#### **Section 1 - Fire Operations - Physical Examination**

All Fire Operations Personnel must have a physical examination in accordance with NFPA 1500 and be certified as fit for duty by a licensed physician prior to employment and annually thereafter. In addition to the annual physical, Fire Operations Personnel will receive a stress (treadmill) test when recommended by the examining physician.

The Company shall only receive pass/fail results on the annual physical. Lab results will be made available to the employee by the physician upon request.

#### **Section 2 - Fire Operations - Physical Fitness**

Should Fire Operations Personnel physical fitness for duty be in question, the employee will be given a medical evaluation to determine their fitness for duty. Should the employee not pass the evaluation they will be given reasonable time, as determined by a licensed physician, in which to pass, after which they will be re-evaluated. Employees shall have the right to get a second opinion from their own physician at the employees expense, and if the results are in conflict, an independent third physician paid for by the Company shall be consulted to resolve the matter. Should the employee then fail to pass the evaluation, they will be terminated.

If the Fire Operations Personnel annual physical examination indicates that they are over weight, they shall be given a stress test by a licensed physician to determine fitness for duty.

Any injuries incurred on the job while engaged in Physical Fitness Activity will be recorded on the OSHA Form 200 and reported to the Worker's Compensation Insurance carrier.

#### **Section 3 - Drug Free Work Place**

The Union and the Company strongly support the implementation and enforcement of the Department of Defense Rule "Drug Free Work Force" and acknowledge that implementation of this contractual clause is necessary to achieve the objective of a drug free work force. Additionally, both parties understand that this program is a mandatory requirement (condition of employment for doing business on USAF Plant 42).

Definitions:

**Illegal Drugs** -- Controlled substances, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). Excludes use of controlled substances pursuant to a valid prescription or other uses authorized by law.

**Testing** -- Accomplished by an approved testing facility and review/reported by a licensed physician. The licensed physician will discuss all positive testing with the employee to determine if the positive result could have resulted from legally prescribed medication. The Company will provide a copy of the results to the employee.

**Applicability** -- All employees covered by this agreement.

A. Testing Parameters:

- 1) When an employee has been involved in an accident or is acting in a manner not consistent with sobriety.
- 2) As part of or as a follow-up to a counseling or rehabilitation program.
- 3) As part of the random drug testing program.

**B. Random Testing:**

The frequency and percentage of random screening shall be determined by the Company, but in any event shall be reasonable. Should the Union believe the frequency or percentage of random screening is not reasonable, upon notice the Company and Union shall meet to agree upon the reasonable parameters of such screening.

- 1) The Company shall determine the exact date random screening is to take place.
- 2) Corporate management of the Company (off site) will generate a list of all Company employees.
- 3) Corporate management of the Company (off site) will assign consecutive whole numbers to each Company employee on the list.
- 4) The assigned number range and the percentage of employees to be tested shall be entered into a computer for random number generation. The appropriate manager (off site) and a witness (off site) shall complete a Random Selection Verification form and attach it to the random number list.
- 5) The random number generated will be correlated with the employees designated number for identification of the selected employees.
- 6) Identification of the selected employees will be communicated to project management (off site) and shall remain confidential until the day of testing.
- 7) The selected employees shall be notified by their supervisors of their selection just prior to the actual collection of specimens. Such notification shall occur promptly upon the Supervisors being informed of the names of the selected employees. Under no circumstances will collection be postponed until the day following notification. These employees shall be assured that they are under no suspicion and that their selection was truly random.
- 8) The collection and testing shall be consistent with this section and performed in a manner to ensure reliability, including maintaining a portion of each sample for subsequent testing at the request of the employee.
- 9) After collection, the selected employees shall return to their assigned work location.
- 10) Both the assigned number list and the random number list shall be retained by the project management (off site) in a secured file.
- 11) No change in this selection method shall be made without prior written approval of the Project Director and the Union.
- 12) Those employees who refuse to submit to the random screening shall have their employment terminated for refusal to submit to search/chemical screening. Those employees receiving a confirmed positive result without a legitimate medical reason (proper prescription in the employees name) shall be terminated.

**C. Participation in Employee Assistance Programs:**

- 1) All personnel will participate in recurring Company-sponsored drug abuse prevention programs.
- 2) Any employee who voluntarily enrolls in the Company provided health insurance drug rehabilitation program will be granted an LOA without pay upon request to complete the program. Successful completion, with drug free testing, must be documented prior to returning to normal duties.
- 3) Employees participating in a self-identification/self-referral program will be granted maximum respect for individual confidentiality consistent with safety, and will not suffer any adverse employment action because of such participation.

**Section 4 - Equipment**

The Company agrees to purchase and or maintain the following existing equipment:

- One (1) Universal Weight Lifting Machine for each station.
- Basketball goal and picnic table.
- Expendable equipment for one (1) year for each station.

Title to the equipment shall be held jointly by the Company (its successor) and the Union and shall pass to Company's successor and the Union without fee upon termination of the Agreement.

**ARTICLE XXXII**

**Fire Operations Training**

The Company shall be responsible for providing training in the Fire Department to meet the requirements set forth in the USAF Statement Of Work. Insofar as practical, the training will be scheduled and conducted in the same manner as other regularly assigned work. Training shall not be conducted when weather conditions, i.e., extreme heat or cold, snow or ice, would present unsafe conditions for employees to perform.

Fire Operations Personnel will not receive training on USAF observed holidays unless in direct response to an USAF exercise.

**ARTICLE XXXIII**

**Fire Operations Staffing**

**Section 1 - Under Hires**

The company agrees to maintain a regular staffing level of one (1) employee under the shift staffing level required by the USAF. There shall be no "call Fire Fighters" employed by the company.

**Section 2 - Fire Equipment Manned**

When responding in an alert or exercise status, unless mandated by the USAF to reduce said levels, fire equipment will be manned as follows :

- |                        |                         |   |
|------------------------|-------------------------|---|
| CFRs (1500, 3000)      | - One (1) Engineer,     | One (1) Fire Fighter                    |
| Structural Pumper      | - One (1) Captain,      | One (1) Engineer, Two (2) Fire Fighters |
| Rescue                 | - One (1) Engineer, EMT | One (1) Fire Fighter, EMT               |
| Ambulance (w/patients) | - One (1) Engineer, EMT | One (1) Fire Fighter, EMT               |
| (w/o patients)         | - One (1) Engineer, EMT |   |
| Foamers                | - One (1) Engineer,     | One (1) Fire Fighter                    |

Complement and mix of equipment to be dispatched will be as determined by the Senior Fire Officer on duty.

**ARTICLE XXXIV**

**Pay Disbursements**

**Section 1 - Automatic Bank Depositing**

Employees may elect to have their wages deposited automatically in a checking or savings account at the institution of their choice. Employees desiring this service must complete an authorization form to do so. Changes will be limited to four (4) times annually.

**Section 2 - Edwards Federal Credit Union**

Each employee must complete an Edwards Federal Credit Union Deduction Authorization Form, which establishes the amount to be deducted from the employee's paycheck. A check will be prepared for the total number of participating employees and mailed on the same day the employees receive wages from which the withholding was made. Changes will be limited to four (4) times annually.

**Section 3 - Pay Period**

All paychecks to employees shall be issued within seven (7) days after the end of the pay period. Paychecks will be available at the employees work site after 1300 hours for each payday. Payday will occur every two (2) weeks for all employees.

#### **Section 4 - Employee Deferrals**

Each employee must complete a Pension Deduction Form (including Loan payments) that establishes the amount to be deducted from the employees paycheck. The Company shall deposit the amounts deducted at the same time as the Company contributions (Article XII), but in no event less frequently than monthly. Changes will be limited to four (4) times annually.

#### **Section 5 - Paycheck Stubs**

Employee paycheck stubs will show all vacation, sick leave, and floating holiday time accruals, amount taken and the amount remaining. Paycheck stubs will also show the amount paid/deducted and year-to-date totals for all pension monies (to include Company paid).

### **ARTICLE XXXV**

#### **Bulletin Boards**

#### **Section 1 - Space Available**

The Company shall make available to the Union space equal to and like that of their own bulletin boards for posting Union notices. Access to the Union bulletin board will be limited to the Union.

#### **Section 2 - Posting**

There shall be no distribution or posting by the Union or employees of any material or notices of a political nature, advertisements, or any other kinds of literature on USAF Plant 42 property other than Union notices.

### **ARTICLE XXXVI**

#### **Exchange Agreements**

#### **Section 1 - Time Exchanges**

##### **Procedures:**

Employees desiring a time exchange will obtain a Time Exchange Request Form from their Captain or Lieutenant. They will fill out the form accordingly and submit it to any Assistant Chief for approval. Time exchanges may be denied due to manning requirements, because of classification.

The personnel involved in the time exchange will be responsible for being on duty for the full time agreed upon (i.e. no vacation time or union business will be approved while on time exchange). If an individual fails to honor his/her portion of the agreement, he/she will be disciplined in accordance with the work rules as if it were his/her regularly scheduled shift.

Time Exchanges will be completed within a ninety (90) day time period, or such longer time as may be agreed to by the Company which agreement will not be unreasonably withheld. All time exchanges will have a completion date.

##### **Policy:**

Employees may engage in the practice of time exchanges in accordance with the guidelines contained in the Procedures for Time Exchanges. The time exchange procedures will be used to ensure that all personnel are knowledgeable of the correct procedures to be used.

**Section 2 - Holdover**

For the purpose of holdover the person holding over shall advise the Captain at roll call who he is holding over for.

**Section 3 - Early Relief**

It shall be a common practice among employees to relieve employees on the previous shift prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement, expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. Early Relief shall not exceed four (4) hours for Fire Dispatch Personnel.

**Section 4 - Shift Exchanges**

Once every six (6) months, by mutual consent, employees shall be allowed to exchange shifts (i.e., a F/F on B-Shift could exchange shifts with a F/F on A-Shift). Shift exchanges shall be at no cost to the Company.

**ARTICLE XXXVII**

**Self-Termination**

Any employee may request Self-Termination with return rights to the bargaining unit. The Fire Chief will review the request. If there are no actions pending on the employee it will be approved. The employee will be able to return to employment in the bargaining unit for a period of ninety (90) days from the date of Self-Termination without loss of position and/or shift assignment. After ninety (90) days, but less than three-hundred and sixty-five (365) days from the date of termination, the employee will be able to return to employment in the bargaining unit at whatever position, at the employee's rank or below, and/or shift with an opening (non-bid position).

The returning employee must complete a new Employment Application and successfully pass a physical examination prior to returning to work including a pre-employment drug screen. Seniority will be adjusted to reflect the time absent and adjusted accordingly. This may or may not result in the loss of his/her previous seniority position with the Union.

Temporary employees (as specified in Article VI, Section 2) who may have been hired will retain said rights in the aforementioned Article.

**ARTICLE XXXVIII**

**Appendices and Amendments**

All appendices and amendments to this Agreement shall be numbered (or lettered), dated, and signed by the Company's and the Union's authorized representative.

Joint notifications shall be made in writing by the Company and the Union regarding who the authorized personnel are and kept current through revised correspondence. A copy of all appendices and amendments shall be provided to the Union within five (5) working days following signature(s).

**ARTICLE XXXIX**

**Successors and Assignees**

This agreement shall be binding upon the successors and assignees of the parties hereto until its expiration or until it is changed by mutual agreement of the parties. All successors to this contract, during the term of this Agreement, shall maintain the current Union personnel with seniority rights as set forth in the terms and conditions of this Agreement.

**ARTICLE XL**

**Legality**

Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of this agreement shall be modified in compliance with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for this life thereof.

**ARTICLE XLI**

**Complete Agreement**

The parties acknowledge that during negotiations 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 each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject matter was not within their knowledge at the time this Agreement was negotiated; however, nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope or representation during the term of this Agreement.

**ARTICLE XLII**

**Strikes And Lockouts**

The parties hereto agree unequivocally that there shall be no strikes or lockouts during the term of this Agreement.

**ARTICLE XLIII**

**Period Of Agreement**

This Agreement shall be effective from 2 October 2000 to and including 11 August 2005, and shall remain in full force and effective year to year thereafter unless either party hereto has given written notice to the other of its desire to change, modify or terminate the Agreement. Such notice must be given at least sixty (60) days prior to 11 August 2005. If such notice is not given, this Agreement will be terminated at midnight of the day immediately following 11 August 2005. This Article shall not be construed to contradict any other articles contained in the agreement and the parties further agree that the contract may be amended at any time through mutual agreement.

Signatories

---

James S. Arellano  
Vice President  
CABACO, Inc.

---

Raymond S. Bower  
President  
IAFF Local I-25

## **EXHIBIT A**

### **Schedule of Coverage**

- A. Major medical maximum shall be unlimited.
- B. Calendar year deductible shall not exceed one hundred dollars (\$100.00).
- C. Family year deductible shall not exceed three hundred dollars (\$300.00).
- D. Co-Insurance after deductible shall be eighty-twenty (80-20).
- E. Out of pocket expenses shall not exceed a maximum of five hundred dollars (\$500.00) per person to a maximum of two thousand dollars (\$2,000.00) per family.
- F. Semi-private hospital room shall be provided.
- G. Intensive care shall be treated as any illness.
- H. Deductible shall be waived in case of emergency.
- I. Maternity shall be treated as any illness.
- J. Second (2nd) opinions will cover one hundred percent (100%) of the first (1st) one hundred thousand dollars (\$100,000.00).
- K. All pre-existing conditions will be covered.
- L. Deductible shall carry over to next year.
- M. Life Insurance shall be one times (1x) the employees annual salary.
- N. Prescription Cards shall be provided.

## EXHIBIT B

### Work Rules

Work rules negotiated are incorporated into the Agreement between the Company, and the Union by reference.

#### Establishment And Enforcement Of Work Rules:

Purpose -- This directive establishes Company work rules and prescribes disciplinary action to be administered when employees violate such work rules. The directive is applicable to all Company employees at the AFP42 work site covered by this Agreement.

General -- The actions outlined herein are to be used by management and supervisory personnel in administering discipline when an employee has failed to discharge their assigned duty or when they have violated other rules of work. Further, this document will advise employees as to the disciplinary action they may be subjected to and the degree of severity that the Company places on various violations.

Disciplinary Action -- Disciplinary action has varying degrees of severity, which depend on the nature of the violation. A system of penalty points to be assessed is herein established. The system will provide:

- a. Uniform penalties for habitual violations in proportion to the frequency and seriousness of previous violations.
- b. A standard formula to determine when accumulated violations are sufficient to warrant termination.
- c. A method of reducing accumulative penalty points by good behavior.

Category A Violations -- Category A Violations are those, which the Company considers to be so severe as to warrant immediate termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense 1st
A-1	Falsifying personal records or Company records, which includes falsification alterations of a Doctor's Certificate.	100
A-2	Deliberately restricting work production.	100
A-3	Unauthorized removal of government or Company property, including removal of a fellow employee's belongings.	100
A-4	Fighting on Company/Government property.	100
A-5	Engaging in sabotage or espionage.	100
A-6	Intoxicated, drinking, possessing or under the influence of alcohol or illegal drugs while on Company/Government premises.	100
A-7	Theft or stealing.	100
A-8	Absent for three (3) or more consecutive days, or two (2) or more consecutive shifts for Fire Operations, without notice to the Company or immediate supervisor, is considered to be job abandonment.	100

Rule No.	Rule	Penalty Points for Each Offense
A-9	Gross negligence.	100
A-10	Gross incompetence	100
A-11	Deliberately damaging or destroying government, contractor, vendor or privately owned property.	100
A-12	Carrying unauthorized weapons on Company/ Government property.	100
A-13	Endangers the life of fellow employees.	100
A-14	Taking or distributing unauthorized photographs.	100

Category B Violations -- Category B Violations are those, which could result in points assessed as a penalty for the first (1st) violation. Second (2nd) and third (3rd) violations in Category B would result in termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense		
		1st	2nd	
B-1	Insubordination (failing to obey a direct order.)	35	100	
B-2	Violation of a safety rule or practice.	35	100	
B-3	Immoral or indecent conduct.	35	100	
B-4	Violation of a security regulation.	35	100	
B-5	Entering the facility under the influence of alcohol.	35	100	
B-6	Sick Leave abuse. *and, in addition, the loss of all accrued sick leave not to exceed, six (6) days sick leave or three (3) shifts sick leave for Fire Operations Personnel.	35	50*	100
B-7	Leaving contract site during work shift without permission.	35	100	

Category C Violations -- Some Category C Violations are those which could carry a written warning with no points or an assessment of points for the first (1st) offense, points assessed for the second (2nd) offense, a layoff for one (1) to three (3) days for a third (3rd) offense, and termination for the fourth (4th) offense. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense			
		1st	2nd	3rd	4th
C-1	Unexcused absence (forty-six (46) minutes or longer).	0	30	50	50
C-2	Not reporting a work incurred injury, no matter how minor.	0	20	40	60

Rule No.	Rule	Penalty Points for Each Offense			
		1st	2nd	3rd	4th
C-3	Threatening, intimidating, coercing, or interfering with fellow employees.	20	40	40	40
C-4	Engaging in horseplay.	10	25	35	40
C-5	Use of abusive, profane or threatening language toward fellow employee or supervisors.	10	20	40	40
C-6	Productivity or workmanship not up to standard.	0	25	35	50
C-7	Refusal to work overtime, special hours or special shifts.	40	40	40	
C-8	Failure to notify the immediate supervisor or Fire Dispatch of absence. Employees are requested to notify the Company two (2) hours prior to the commencement of their shift if they will be absent. Under all circumstances notification of absence must be received sixty (60) minutes for Fire Operations Personnel, and thirty (30) minutes for Fire Dispatch Personnel prior to the commencement for their shift.	20	40	50	
C-9	Engaging in any outside employment that interferes with his/her duties at the contract site.	25	35	50	
C-10	Excessive garnishment of wages. More than two (2) garnishment actions within a one (1) year period or more than two (2) garnishment actions in effect at any one (1) time.	0	50	100	
C-11	Unauthorized use of telephones. (Plus pay back for calls.)	0	25	35	50
C-12	Failure to conform to Dress Codes.	0	25	35	50
C-13	Misuse of Company/Government property.	15	25	35	50
C-14	Sleeping on the job during assigned shifts for Fire Dispatch Personnel and 0600-1630 for Fire Operations Personnel.	0	25	35	50
C-15	Defacing or removing official bulletins, posters, etc., placed on bulletin boards.	0	25	35	50
C-16	Not having required telephone.	0	25	35	50
C-17	Abuse of Seniority privileges.	10	20	35	50

Category D Violations -- Category D Violations normally are minor in nature. Penalty for these violations would be as follows: First (1st) offense, oral warning no points; second (2nd) and third (3rd) offenses, written warning with points; fourth (4th), one (1) to three (3) days layoff; and fifth (5th), termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense				
		1st	2nd	3rd	4th	5th
D-1	Being tardy (one (1) to forty-five (45) minutes late) without reasonable cause.	0	15	20	30	40
D-2	Creating, or contributing to, unsanitary or poor housekeeping conditions.	0	10	25	35	40
D-3	Wastes time, loitering, or leaving job site.	0	10	25	35	40
D-4	Taking more than specified time for meals or for break periods.	0	10	25	35	40
D-5	Not wearing Company provided uniforms.	0	10	25	35	40
D-6	Smoking in a "No Smoking Area."	0	10	25	35	40
D-7	Gambling	0	10	25	35	40

Penalty Point Accumulative Action -- The following disciplinary action will apply to accumulate penalty point assessments.

Penalty Points:	Disciplinary Action:
0	Oral Warning with Memo for Record
10 through 35	Written Warning includes Disciplinary Action Form
40 through 60	One (1) day layoff
65 through 80	Three (3) day layoff
85 through 95	Five (5) day layoff
100 or above	Termination

Points Removal -- Five (5) penalty points will be subtracted from the employee's total accumulated penalty points for every thirty (30) days of good behavior since the last assessment. Points shall be removed from the employee's files as they are worked off.

It shall be the policy of the Company that when an employee has worked off penalty points that were assessed against him/her, the Personnel Office shall remove said points from employee's record, and the original returned to the employee.

Any employee returning from layoff must work four (4) consecutive regularly scheduled shifts prior to being eligible for overtime.

Accumulation For Different Violations -- Penalty points are accumulative for different violations. To illustrate: as a first (1st) offense, an employee violates Rule B-1 insubordination. He/she is assessed thirty-five (35) points and is given a written warning. As a second (2nd) violation he/she is found gambling, Rule D-7. Because this is his/her first (1st) offense of this violation, he/she is assessed zero (0) violation points, bringing his/her total penalty points to thirty-five (35).

Termination At One Hundred (100) Points -- Employees shall be terminated when they accumulate a total of one hundred (100) or more penalty points. The Functional Area Managers have final authority relative to involuntary terminations in all cases except Category A Violations. However, each person terminated involuntarily has recourse to the Plant Manager.

Suspension Pending Investigation Of Category A Violations -- When an employee is accused of a Category A Violation, he/she may be suspended from his/her duties without pay pending investigation of the offense. Should the investigation result in a penalty less than dismissal, the employee shall be made whole with regard to wages, benefits, and seniority lost as a result of the suspension.

Oral Warning -- During the oral warning, the Supervisors will advise the employee as to the nature of the violation. A memorandum for file will be prepared outlining the nature of the violation. A copy of the memorandum will be filed in the employee's permanent record in the Personnel Office. After thirty (30) days of good behavior since the last assessment the Oral Warning shall be removed from the employee's file.

Written Warning -- When a written warning is issued to an employee, it shall clearly state the nature of the offense, the penalty points assessed for the violation, and the total penalty points charged against the employee because of past offenses. A written warning will be prepared in sufficient copies to make the following distribution:

Original:	To Employee
Copy:	Employee's Permanent Record
Copy:	Union Representative

The employee will be required to acknowledge receipt of the written warning on the copy designated for his/her permanent record. Such acknowledgment should not be confused with an admission of the infraction. The Company agrees that there will be only one (1) permanent Employee record (Personnel file).

Layoff -- When an employee is subject to a temporary lay off without pay as a disciplinary action, he/she shall be advised in writing. The letter of notification shall be distributed in the same manner as indicated for written warnings.

Termination -- When an employee is involuntarily terminated, he/she shall be advised in writing. The letter will detail the nature of the violation and the circumstances leading to the termination. Trite expressions and extraneous verbiage will be avoided; however, a complete statement of facts is required. The employee will be advised of his/her right to appeal the decision to the Plant Manager.

Review Of Disciplinary Action -- Disciplinary actions involving suspension or dismissal will be reviewed by the Project Manager or his/her designated representative prior to execution of the penalty. During this review, the Union President or his/her designee will be given the opportunity to present any evidence or circumstances of mitigation he/she may wish to present on behalf of the employee. This review does not affect the right of the employee to appeal a decision to terminate.

The Project Manager or his/her designated representative prior to execution of the penalty will review all other disciplinary actions. During this review, the Union Vice President or his/her designee will be given the opportunity to present any evidence or circumstances of mitigation he/she may wish to present on behalf of the employee. This review does not affect the right of the employee to appeal a decision for the disciplinary action.

Employee Rights -- An employee may request the presence of a Union Steward at an investigatory meeting, which the employee reasonably believes will result in disciplinary action. A Union Steward may be present at a meeting when the Company issues disciplinary action against the employee.

Supervisors will make every effort to ensure that the employee's rights as described herein are preserved; however, failure to do so shall not be relevant to the issue of whether reinstatement, if applicable, is an appropriate remedy, except as otherwise provided by law.

The Employee will be provided with the Companies "COPY" of the Disciplinary Action form from the Employee's permanent record with-in thirty (30) working days of the Employee working off the Work Rule infraction.

The Employee will be provided with the Companies "COPY" of the Oral Warning (Memo for the Record) after thirty (30) calendar days.

Summary -- Nothing in the Work Rules and Regulations established herein is to be interpreted as denying the Company the right to discipline or discharge employees for other causes not specifically mentioned herein.

## **EXHIBIT C**

### **Fire Department Safety Dress Code**

#### **PROCEDURES**

Fire Operations Personnel shall maintain a high standard of appearance at all times while on duty or when representing the government. It is essential that Fire Operations Personnel present themselves as professionals and with the proper demeanor while carrying out their duties.

Head hair styles will conform to the following:

Hair will be clean, neat, and tapered to contour to the side of the head with the ear exposed when combed/styled. The hair will be tapered and trimmed in the back of the head so that it does not extend below the collar of the uniform shirt. Hair will not be pinned up with barrettes/rubber bands in order to meet this requirement. Personnel with short hair will not have designs shaved into the hair line/area of the head/scalp.

Facial hair must conform to the following:

- a. Personnel will be clean shaven

Mustaches may be worn, but must conform to the following:

- a. Mustache shall not touch the inner seal of the face mask on the self contained breathing apparatus or interfere with the seal.

Uniforms will consist of the following:

- a. Dark blue uniform shirts and trousers.
- b. Dark blue uniform jacket.
- c. Department badge.
- d. Black belt.
- e. Black safety work boots.

Uniforms will conform to the following:

- a. Uniforms will be cleaned and pressed at the start of each shift.
- b. Uniforms will be properly worn:
  - 1) Shirts (uniform or tee-shirt) will be tucked into the trousers.
  - 2) Badges will be worn on shirt and jacket, above left breast pocket.
  - 3) An approved black belt will be worn with trousers.
  - 4) Polished black safety boots will be worn while on duty, except during physical conditioning.
  - 5) Earrings will not be worn with the uniform.
  - 6) If the employee desires, they may wear a dark blue or black colored baseball cap with the uniform. The baseball cap may be plain or have a Fire Service related or Union insignia.
  - 7) While inside the fire station/living quarters, the uniform shirt may be removed; however, the employee must have a clean serviceable white or dark blue tee-shirt. This tee shirt may be plain or have the AFP42, Fire Department logo on it.
  - 8) When the jacket is worn with the uniform, it shall be worn buttoned or zipped at least two-thirds (2/3rds) closed.
  - 9) Employee provided tee shirts shall be worn under the uniform shirt. The tee shirt, white or dark blue may be plain or have a fire service related or Union insignia.

## **EXHIBIT D**

### **Fire Department Vehicle/Station Maintenance**

The parties agree to the following job duties for Fire Operations Personnel:

Minor Fire Department Vehicle Maintenance:

- a. Checking fluid levels of vehicles, and adding fluids if needed (i.e., oil, antifreeze/coolant, power fluids, etc.) as specified on the vehicle check sheet for that particular vehicle.
- b. Inspection of all hoses for leaks, cracks, deterioration, etc.
- c. Checking tire pressures and adjusting pressure to appropriate setting.
- d. Checking of all lights for proper functional operation.
- e. "Stem to stern" vehicle inspection, critical functional items.
- f. Washing, cleaning, and polishing of vehicles.
- g. Checking capacity levels of tanks (foam, chemicals, other crash/fire support fluids).
- h. A tool shadow board will be provided in each fire station with tools required to perform the daily minor vehicle maintenance, (i.e., inspecting brake master cylinder, etc.).

Minor Station Maintenance:

The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

General cleaning and housekeeping of fire station, sleeping quarters and line shack to include:

- a. Cleaning walls of hand prints, stains, food spills, etc.
- b. Shampooing carpets, chairs.
- c. Cleaning windows inside/outside (not to include upper windows).
- d. Cleaning, waxing, and polishing floors.
- e. Cleaning urinals, commodes, shower stalls and curtains.
- f. Maintaining outside area to include lawn and parking areas.

All areas occupied by Fire Operations Personnel will be maintained in a clean/sanitary condition at all times.

## **EXHIBIT E**

### **Fire Department Facilities**

The Company will provide the following facilities for use by personnel while on duty:

#### Existing Fire Stations:

Cooking utensils, pots, pans, and dishes will be available for preparation of meals inside the two (2) Fire Stations. Tables and chairs will be provided in the eating area. A dishwasher and refrigerator will also be provided. Cabinets with doors and locks will be installed for storing staples. The above items will be replaced as needed.

Padded Lounge chairs will be available for lounging in the TV/Training Room. Table and chairs will also be provided in the TV/Training Room.

All Equipment (Air Conditioners and Kitchen Appliances) for the Stations will be repaired or replaced on an emergency call priority.

#### Sleeping Quarters:

One (1) permanently set sleeping facility will be provided at each Station. The Company shall provide all Fire Operations Personnel with individual sleeping quarters. Each Bunk Room will be equipped with a central air conditioning unit with electronic air filters and with blackout curtains. The sleeping area will be furnished with beds, night stands, lamps, carpets, and full area dividers, (floor to ceiling two by four (2x4) construction, insulation and paneling at reasonable cost) and one (1) bathroom will include two (2) toilets, two (2) showers, and two (2) wash basins. The trailer restrooms will be installed with a male-female slide indicator installed on the door, giving both male and female employees the ability to use the restroom during sleep time. These doors shall be lockable for privacy.

The above items will be replaced or repaired as needed.

Each Fire Operations Personnel will be provided with two (2) sheets, one (1) pillow with case, one (1) blanket, one (1) spread, and one (1) mattress pad. A weekly laundry service will be provided for cleaning of bedding items.

The Bunk Rooms shall be utilized for sleeping purposes only. Personal radios and other sound appliances and instruments shall not be played at volumes objectionable to others in the sleeping areas. There shall be no preparation of food or eating of prepared meals inside the trailers.

## EXHIBIT F

### Fire Operations Personnel Pay Terminology and Calculations

#### Determining "Shift's Rate of Pay"

Sample straight time rate of pay (Article XIII) = \$20.00,

\$20.00 x 8 hours = \$160.00

\$20.00 x 8 hours x 1.5 = \$240.00

Total \$400.00

This is a "shift's rate of pay".

#### Determining "Adjusted Hourly Rate" (Article XX, Section 7)

Shift's rate of pay divided by twenty-four= Adjusted hourly rate.

(The adjusted hourly rate times twenty-four (24), divided by twenty (20) equals the straight time rate of pay).

#### Determining Maximum Retirement Contribution (Article XII, Section 1)

Using the example discussed above, where \$400 equals a shift's rate of pay, the maximum retirement contribution for Fire Operations Personnel is determined as follows:

365 divided by 3 (shifts) = 121.667

this is how many regularly scheduled shifts each employee works per year.

\$400.00 x 121.667 = \$48,666.80

this is the employees "annual salary".

\$48,666.80 x 8.5% = \$4136.68

this is the maximum contribution for this employee per year as outlined in Article XII.

## MEMORANDUM OF UNDERSTANDINGS

- MOU #1.** Line Watch The Company shall use its best efforts to ensure the Fire Operations Personnel are not required to perform line watch.
- MOU #2.** Mattresses The Company shall replace all mattresses by 31 December 2000.
- MOU #3.** Work Rules The Company and Union agree to meet during the first three months of this Agreement to discuss in good faith possible modification of the work rules (Exhibit B.). Neither party shall be required to enter into any agreement as a result of any such meetings. The Company's proposed replacement Exhibit B shall be used as the basic document for such discussions.
- MOU #4.** Sexual Harassment The Company prohibits all forms of sexual harassment, including verbal, non-verbal and physical conduct. Sexual harassment is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature where: (1) submission to such conduct is made an express or implied term or condition of employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions; or (3) such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment. This definition includes many forms of offensive behavior. It also includes harassment of a person by another person of the same gender.

No employee of the Company has the authority to condition any employment term, condition or benefit upon either the granting of sexual favors, or on tolerating unwelcome sexual conduct or any other conduct prohibited by this policy.

**Examples of prohibited conduct include but are not limited to:**

Offering employment benefits, such as favorable assignments, reviews, promotions or the like, in exchange for sexual favors;

Denying or threaten to deny employment benefits for rejecting sexual advances;

Unwanted sexual advances, proposition, flirtations or repeated unwanted requests for or efforts to make social contact;

Non-verbal conduct of a sexual or gender-based nature, such as whistling, unwelcome staring, leering, displaying sexually suggestive, gender-based or discriminatorily-based objects, pictures, posters or cartoons, making sexual, derogatory, obscene or discriminatory gestures, or giving, sending or circulating sexual, derogatory, obscene or discriminatory letters, e-mail messages, voice-mail messages, gifts, notes or invitations;

Unwelcome physical conduct of a sexual or gender-based nature, such as touching, patting, pinching, brushing the body, or impeding or blocking an individual's movements;

Retaliating or threatening retaliation for good faith protesting about sexually harassing or gender-based conduct or for making a complaint about such behavior in good faith.

## Other Forms of Harassment

The Company prohibits all forms of harassment based upon race, color, religion, gender, medical condition, national origin, ancestry, age 40 and above, sexual orientation, veteran status, marital status, mental or physical disability or any other basis protected by law, including verbal, non-verbal and physical conduct.

### Examples of prohibited conduct include but are not limited to:

Verbal conduct of a discriminatory nature, such as using degrading, vulgar or discriminatory words to describe an individual, or making derogatory discriminatory comments, slurs, taunts, jokes or epithets (i.e. those which is based upon race, color, sex, sexual orientation, age, religious belief, national origin, ancestry, marital status, mental or physical disability);

Non-verbal conduct of a discriminatory nature, such as making derogatory or discriminatorily based objects, pictures, posters or cartoons, or giving, sending or circulating derogatory or discriminatory letters, e-mail messages, voice-mail messages, gifts, notes or invitations;

Retaliating or threatening retaliation for good faith protesting about harassing conduct or for making a complaint about such behavior in good faith.

- MOU #5.** Alcohol and Drugs Selling, purchasing, using, consuming, possessing, manufacturing, distributing, dispensing, or transporting of alcohol (except at or in connection with the Company sponsored events) or controlled drugs of any kind (except as provided below) on the Company's premises or on the Company's time is prohibited.

Likewise, being at work under the influence of alcohol or controlled drugs of any kind is prohibited as is the use or consumption of any controlled drugs before work or during break or lunch time. In addition, consumption of sufficient alcohol before work or during breaks or lunchtime so as to influence one's ability to work is prohibited.

*("Controlled drugs" includes prescription drug. They are permissible only when used consistent with the prescription and when a doctor has granted permission to use or consume the drug under working conditions.)*

- MOU #6.** Use of Company Resources Use of Company resources are reserved for business use only. This includes items such as facsimile machines, photocopy machines and courier services. Employees may use the mail services provided by the company but only if they affix the appropriate postage to their letters or other articles.

- MOU #7.** Personal Telephone Calls While the Company realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on Company phones without prior approval from the employee's supervisor, and charge any calls placed outside the local area code to your personal credit card or home telephone number.

- MOU #8.** Smoking in the Workplace Employees shall comply with Air Force Regulation AF1 40-102, a copy of which is attached.

**MOU #9.** 4-C Hearing The Company shall jointly sponsor with the Union a petition for a 4-C hearing on the wage differential between classifications in Fire Operations. The Union shall prepare the petition and bear the full expense for such preparation, except the Company shall attend the hearing and pay the cost for such attendance. The Company shall fully cooperate with the Union in its preparation of the petition and presentation at any related hearings, consistent with the Union's obligation to bear all expenses of preparation.

**MOU #10.** Pension Plan Contributions For each calendar year beginning January 1, 2001, pension plan contributions under Article XII of the CBA will be made in 26 equal installments (based on pay periods), with the installment payment being determined by dividing the "annual maximum contribution amount" for each employee by 26. The "annual maximum contribution amount" for Fire Operations Personnel is equal to the individual employee's shift rate of pay (see Article XX, Section 7 of CBA) multiplied by 121.667 (number of shifts worked per year based on a fifty-six hour workweek), with that total amount multiplied by 8.5%; for Fire Dispatch Personnel, the maximum contribution amount is equal to the individual employee's hourly rate of pay times 2080, with that total amount multiplied by 8.5%.

Funding Recapitulation by ACRN  
25 JUN 01

P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00001	0001		15-Jun-00	\$30,600.00	\$30,600.00	AA	<b>\$30,600.00</b>	\$30,600.00	\$30,600.00
P00002	0002	000201	31-Jul-00	\$5,690,509.00	\$1,456,231.00	AB	\$1,456,231.00	\$5,721,109.00	\$1,486,831.00
P00002	0002	000202	31-Jul-00		\$792,714.00	AC	\$792,714.00	\$5,721,109.00	\$2,279,545.00
P00002	0003	000301	31-Jul-00	\$2,706,173.00	\$696,464.00	AB	\$2,152,695.00	\$8,427,282.00	\$2,976,009.00
P00002	0003	000302	31-Jul-00		\$373,041.00	AC	<b>\$1,165,755.00</b>	\$8,427,282.00	\$3,349,050.00
P00002	0005	000501	31-Jul-00	\$810,000.00	\$329,633.00	AB	\$2,482,328.00	\$9,237,282.00	\$3,678,683.00
P00002	0006	000601	31-Jul-00	\$190,000.00	\$77,000.00	AB	\$2,559,328.00	\$9,427,282.00	\$3,755,683.00
P00002	0007	000701	31-Jul-00	\$240,754.00	\$95,148.00	AB	\$2,654,476.00	\$9,668,036.00	\$3,850,831.00
P00002	0008	000801	31-Jul-00	\$240,754.00	\$95,148.00	AB	\$2,749,624.00	\$9,908,790.00	\$3,945,979.00
P00003	0042		21-Sep-00	\$46,800.00	\$10,000.00	AD	<b>\$10,000.00</b>	\$9,955,590.00	\$3,955,979.00
P00004	0006	000601	21-Sep-00	\$0.00	\$75,230.00	AB	\$2,824,854.00	\$9,955,590.00	\$4,031,209.00
P00005			8-Nov-00	\$0.00	\$0.00			\$9,955,590.00	\$4,031,209.00
P00006	0043		29-Sep-00	\$1,600.00	\$1,600.00	AE	<b>\$1,600.00</b>	\$9,957,190.00	\$4,032,809.00
P00007	0005	000501	29-Sep-00	\$0.00	\$100,000.00	AB	<b>\$2,924,854.00</b>	\$9,957,190.00	\$4,132,809.00
P00008	0044		30-Oct-00	\$287,000.00	\$287,000.00	AF	<b>\$287,000.00</b>	\$10,244,190.00	\$4,419,809.00
P00009	0002	000203	22-Nov-00	\$0.00	\$1,170,000.00	AG	\$1,170,000.00	\$10,244,190.00	\$5,589,809.00
P00009	0003	000303	22-Nov-00	\$0.00	\$555,000.00	AG	\$1,725,000.00	\$10,244,190.00	\$6,144,809.00
P00009	0005	000502	22-Nov-00	\$0.00	\$47,575.00	AG	\$1,772,575.00	\$10,244,190.00	\$6,192,384.00
P00009	0007	000702	22-Nov-00	\$0.00	\$49,500.00	AG	\$1,822,075.00	\$10,244,190.00	\$6,241,884.00
P00009	0008	000802	22-Nov-00	\$0.00	\$49,500.00	AG	\$1,871,575.00	\$10,244,190.00	\$6,291,384.00

Funding Recapitulation by ACRN  
25 JUN 01

P00010	0003	000304	28-Nov-00	\$0.00	\$130,000.00	AH	<b>\$130,000.00</b>	\$10,244,190.00	\$6,421,384.00
P00011	0002	000203	22-Jan-01	\$0.00	\$2,271,564.00	AG	\$4,143,139.00	\$10,244,190.00	\$8,692,948.00
P00011	0003	000303	22-Jan-01	\$0.00	\$951,668.00	AG	\$5,094,807.00	\$10,244,190.00	\$9,644,616.00
P00011	0005	000502	22-Jan-01	\$0.00	\$332,792.00	AG	\$5,427,599.00	\$10,244,190.00	\$9,977,408.00
P00011	0006	000602	22-Jan-01	\$0.00	\$37,770.00	AG	\$5,465,369.00	\$10,244,190.00	\$10,015,178.00
P00011	0007	000702	22-Jan-01	\$0.00	\$96,106.00	AG	\$5,561,475.00	\$10,244,190.00	\$10,111,284.00
P00011	0008	000802	22-Jan-01	\$0.00	\$96,106.00	AG	\$5,657,581.00	\$10,244,190.00	\$10,207,390.00
P00012			19-Mar-01		\$0.00		<b>\$0.00</b>	\$10,244,190.00	\$10,207,390.00
P00013	0040	004001	29-Mar-01	\$116,733.00	\$116,733.00	AJ	<b>\$116,733.00</b>	\$10,360,923.00	\$10,324,123.00
P00013	0040	004002	29-Mar-01	\$18,571.00	\$18,571.00	AK	<b>\$18,571.00</b>	\$10,379,494.00	\$10,342,694.00
P00014	0045		9-Apr-01	\$1,000.00	\$1,000.00	AM	<b>\$1,000.00</b>	\$10,380,494.00	\$10,343,694.00
P00015	0046		23-Apr-01	\$4,929.00	\$4,929.00	AL	<b>\$4,929.00</b>	\$10,385,423.00	\$10,348,623.00
P00016			20-Jun-01		\$0.00		<b>\$0.00</b>	\$10,385,423.00	\$10,348,623.00
P00019	0009			\$6,006,242.00				\$16,391,665.00	\$10,348,623.00
P00019	0009	000901			\$1,005,177.00	AN	<b>\$1,005,177.00</b>	\$16,391,665.00	\$11,353,800.00
P00019	0009	000902			\$1,697,632.00	AG	\$7,355,213.00	\$16,391,665.00	\$13,051,432.00
P00019	0010			\$2,955,600.00	\$1,355,143.00	AG	\$8,710,356.00	\$19,347,265.00	\$14,406,575.00
P00019	0011			\$810,000.00	\$374,896.00	AG	\$9,085,252.00	\$20,157,265.00	\$14,781,471.00
P00019	0012			\$190,000.00	\$90,626.00	AG	\$9,175,878.00	\$20,347,265.00	\$14,872,097.00
P00019	0013			\$262,310.00	\$120,269.00	AG	\$9,296,147.00	\$20,609,575.00	\$14,992,366.00
P00019	0014			\$262,310.00	\$120,269.00	AG	<b>\$9,416,416.00</b>	\$20,871,885.00	\$15,112,635.00

FP. 4.2.3A

**AGREEMENT**

WHEREAS, Cabaco, Inc. and Miscellaneous Warehousemen, Drivers and Helpers, Local 986 (herein "Local 986"), have been parties to a collective bargaining agreement for the period of February 20, 1999 through February 20, 2002, and

WHEREAS, Cabaco, Inc. has been replaced by Pyramid Services, and

WHEREAS, the parties wish to continue the collective bargaining relationship which has heretofore existed between Cabaco, Inc. and Local 986,

NOW THEREFORE, the parties agree that Pyramid Services shall be substituted in the place of Cabaco, Inc. as the employer signatory to the aforesaid collective bargaining agreement, and the parties hereto agree to honor and abide by said collective bargaining agreement for its full term.

DATED: 8-11-00

PYRAMID SERVICES

By: [Signature]

Title: President

DATED: 8-11-2000

MISCELLANEOUS WAREHOUSEMEN,  
DRIVERS AND HELPERS, LOCAL 986

By: [Signature]

Title: Bus. Rep.

FR. 14. 23. A

SIDE LETTER OF AGREEMENT

It is agreed that due to the Air Force Requirement and the current Collective Bargaining Agreement Article 1, Section 1, the job of Desk Sergeant and Alternate has been removed from the contract and replaced with Security Control Center Supervisors. Due to this change all references in the Contract to the Desk Officer will be deleted.

As per Article 1, Section 1, this position will be deleted as they are now Supervisors and cannot be part of the Bargaining Unit.

PYRAMID SERVICES

DATED: 8-11-00

BY: Laura Beyle  
TITLE: President

MISCELLANEOUS  
WAREHOUSEMEN, DRIVERS AND  
HELPERS, LOCAL 886

DATED: 8-11-2000

BY: Andy Ray  
TITLE: Bus Rep.

MEMORANDUM OF AGREEMENT

Pyramid Services, Inc intends to follow and agrees to be bound by the Collective Bargaining Agreement (including attached Exhibits and Memorandum of Understandings) (CBA) between CABACO, Inc. and the International Association of Fire Fighters (IAFF), AFL-CIO, and its Local I-25, dated 2 Oct 2000 to 11 August 2005. The agreement applies to the Fire Operations Personnel and Fire Dispatch Personnel at the Airforce Plant 42 in Palmdale, CA.

Dated: June 11, 2001

Dated: June 11, 2001

PYRAMID SERVICES INC.

I.A.F.F. LOCAL I-25

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOILERMAKERS LOCAL LODGE #344  
OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS  
AFL-CIO**

**AND**

**PYRAMID SERVICES, INCORPORATED**

**EFFECTIVE**

**20 JUNE 2001 TO AND INCLUDING 30 JUNE 2004**

## ARTICLE XXXIX

## Legality

Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of this agreement shall be modified in compliance with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for this life thereof.

## ARTICLE XL

## Complete Agreement

The parties acknowledge that during negotiations 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 each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject matter was not within their knowledge at the time this Agreement was negotiated; however, nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope or representation during the term of this Agreement.

## ARTICLE XLI

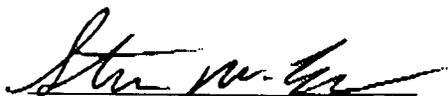
## Strikes and Lockouts

The parties hereto agree unequivocally that there shall be no strikes or lockouts during the term of this Agreement.

## ARTICLE XLII

## Period of Agreement

This Agreement shall be effective 20 June 2001, to and including 30 June 2004, and shall remain in full force and effective from year to year thereafter unless either party hereto has given written notice to the other of their desire to have same changed, modified, or terminated. Such notice must be given at least sixty (60) days prior to 30 June 2004. If such notice is not given, this Agreement will be terminated at midnight of the day immediately following 30 June 2004. This Article shall not be construed to contradict any other articles contained in the agreement and the parties further agree that the contract may be amended at any time through mutual agreement.



Steven W. Eames, Jr.,  
International Brotherhood of Boilermakers



George Crowell  
Vice President  
Pyramid Services, Inc.



Robert S. Kaplan  
Committee Member

## PREAMBLE

This Agreement as entered into by and between Pyramid Services, Inc. its successors and assignees (hereinafter called the "Company or Employer") and Boilermakers Local Lodge #344 of the International Brotherhood of Boilermakers, Iron ship builders, Blacksmiths, Forgers and Helpers, AFL-CIO, (hereinafter called "Union or Employee") evidences the desires of the parties hereto to promote and maintain harmonious relations between the Company and employees represented by the Union, by setting forth herein the terms of this agreement relating to rates of pay, hours of work, disciplinary work rules, and conditions of employment.

## ARTICLE I

### Recognition and Union Membership

#### Section 1 - Bargaining Representative

The Company recognizes the Union certified by voluntary recognition on May 23, 2001: "All full-time and regular scheduled part-time Maintenance and Supply employees, at Pyramid Services, Air Force Plant 42 facility; but excluding "office clerical" employees, guards and supervisors as defined in the National Labor Relations Act."

#### Section 2 - Members

All employees covered by this Agreement shall on, or immediately following thirty (30) days after their employment, or immediately following thirty (30) days after the signing of this Agreement, whichever is later, become members of the Union and shall thereafter retain such membership in good standing as a condition of employment. "Membership in good standing" shall mean an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept said employees into membership on the same terms and conditions generally applicable to other members.

#### Section 3 – Check-Off

Upon receipt of a signed voluntary deduction authorization, the Company shall deduct out of the employee's wages the monthly amounts due to the Union by said employee and shall continue such deductions until such authorization is duly revoked by the employee.

In making such deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary-Treasurer of Boilermakers Local Lodge #344, or his designee, the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article. The Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

The Company shall deduct from the employee's first paycheck each month the monthly dues payable by the employee to the Union. The Company shall remit all amounts to the Union no later than the 30<sup>th</sup> of the month the deductions are made.

The authorization and assignment shall be irrevocable but shall not be valid for a period of more than one (1) year or upon termination of the Agreement, whichever occurs sooner. The authorization and assignments shall continue in full force and effect for yearly periods beyond the irrevocable periods set forth above, or the yearly anniversary date from the execution of the authorization and assignment by written notice to the Company and the Union.

## ARTICLE II

### Management's Rights

The management of the Company's operations and the direction of the employees, including, but by no means limited to the right to plan, direct, and control all Company operations and the employees assigned thereto; the right to hire, schedule and assign job duties, suspend, layoff, promote, demote, transfer, discipline, discharge for just cause; to maintain order and efficiency; to perform or to buy; to determine the number and the locations of work sites, plants or stations, as well as the number, type, classification, and qualifications of employees assigned thereto; are vested exclusively in the Company.

## ARTICLE III

### Equal Opportunity/Affirmative Action

It is the policy of the Company and the Union not to discriminate against any employee on account of age, race, color, creed, sex, national origin, ancestry, handicap, religious beliefs, or membership in the Union. No employee will be discriminated against for observance of lawful Union activities. It is recognized that the Company, as a government contractor, is subject to Affirmative Action Program requirements of executive orders and actions governing the previously mentioned groups together with qualified disabled veterans, Vietnam veterans, and disabled individuals.

## ARTICLE IV

### Information to be Furnished to the Union

Once a month, the Company shall furnish to the Secretary and Treasurer of the Union a list of employees hired into the bargaining unit, indicating their classification and date of hire. This same list shall also include bargaining unit employees who have been terminated along with their classification and date of termination. Additionally, the Company will notify in writing the designated Union representatives of all new hires and terminations, within five (5) working days. The list will include classification changes which have occurred during the month.

Once a month, the Company will furnish to the Secretary and Treasurer a list of names of employees who have had Union dues deducted along with a list of names of employees who are on unpaid leave, the date they started unpaid leave, and the day they returned to duty.

## ARTICLE V

### Sections and Seniority

#### Section 1 - Departments Covered

The department structure covered by this Agreement shall be as follows:

- Supply Department
- Maintenance Department

#### - Section 2 - Seniority

Seniority, as provided herein, shall prevail in promotions, deletion of classification, demotions, layoffs, and re-hiring of bargaining unit personnel, provided that qualifications and ability are relatively equal to the particular job and the action is within the department to which the person is assigned. Seniority shall prevail in choice of shifts and vacation/floating holiday with due regard to the requirements of the job. It shall be the policy of the Company to promote from within the bargaining unit work force within departments (except as provided below) when a qualified person is available from the bargaining unit.

Job openings in the M/S shall be posted within seventy-two (72) hours of a position vacancy and shall remain posted for seventy two hours (72) hours.

Employees absent from work will be considered for job openings provided they indicate their interest by signing forms to be made available for this purpose. It is the full and sole right of the Company to select from applicants for supervisory positions. Personnel applying for supervisory positions who are in the bargaining unit will be considered with all qualified candidates in or out of house.

Job openings will be filled by personnel meeting requirements set forth in this Section. Employees filling vacancies will receive the hourly rates applicable thereto upon beginning performance in the new job. If the Company determines within a ninety (90) calendar day period that the employee is not performing the job satisfactorily, the Company may (with just cause, i.e., clearly demonstrates an inability to perform in the new job satisfactorily) demote said employee to the position he/she vacated when promoted.

The employee shall also have the option to return to the position he/she vacated when promotion occurred. The time period shall be ninety (90) calendar days. When an employee returns to his/her previous position, either by choice or through Company action, the employee currently filling that position will be returned to his/her previous position. These provisions also apply to lateral transfers.

### Section 3 - Seniority Terminated

Seniority shall be terminated upon: (a) leaving the bargaining unit, (b) resignation of an employee, (c) retirement, (d) discharge, (e) failure to return to work within three (3) working days of receipt of notice to return to work, (f) layoff without recall in a period of twelve (12) months, or (g) if the employee performs no work for the Company within the bargaining unit for a period of twelve (12) months; however, if an employee is re-employed upon recovery from an illness or accident lasting longer than twelve (12) months, his/her former seniority shall be restored.

Any seniority bridging will be for vacation and sick leave purposes only. All former Company employees seniority will be bridged if rehired, reinstated, or recalled to any CBA unit position, provided the employee has one (1) year continuous, uninterrupted service with the Company after returning to employment.

When a bargaining unit employee leaves the bargaining unit for a permanent supervisory position with the Company, his/her seniority shall be frozen and held for a period of one (1) year and restored if he/she returns to the bargaining unit within the stated period of time. Any employee who returns within the one (1) year period shall assume the lowest vacant position within the department previously vacated.

Any employee who temporarily accepts a supervisory position outside of the bargaining unit will have his/her seniority frozen for that period of time. However, this time period must not exceed a total of ninety (90) days when the employee returns to his/her previous position, either by choice or through Company action. The employee currently filling the temporarily vacated position will be returned to his/her previous position.

### Section 4 - Probation Period

For all new employees hired, there shall be a one hundred eighty (180) day probation period. During the probation period, the employee may be terminated at the discretion of the Company. For the first (1st) one hundred eighty (180) days of employment, the employee shall be paid one dollar fifty cents (\$1.50) per hour less than the rates provided in Article XII.

### Section 5 - Layoff

Any employee to be placed on layoff shall be given two (2) weeks notice, and if possible and not beyond the management's control, not less than ten (10) days for 40hr personnel, work or pay, or a combination thereof. The election of providing either notice or pay to any employee shall be at the sole election of the Company.

## Section 6 - Temporary Hires

Temporary hires shall be given primary consideration for permanent vacancies within their classification whenever a vacancy occurs. In the event of more than one (1) temporary hire in a classification in which a vacancy occurs, the temporary hires with the most seniority shall be assigned on a probationary basis. No new employees shall be hired until employees laid off previously have been given an opportunity to return to work in accordance with their classification and seniority rights. "Note" The intent of this Language is not to erode the Bargaining Unit.

## ARTICLE VI

### Union Representation

#### Section 1 - Names of Chief Shop Steward / Stewards

The local Union will provide the Company with a list, in writing, of names of the Chief Shop Steward, Stewards, and their assigned area of responsibility on a current basis. The Company will provide the Union a list of appropriate Company officials authorized and responsible for handling grievances under each step of the grievance procedure of Article VII.

#### Section 2 - Union Business

All Union business, other than the handling of grievances to the extent provided by the terms of this Agreement, shall be conducted by members of the Executive Board and shall not exceed a total of twelve (12) hours for M/S and Company time per month, with a maximum accrual of sixty (60) hours. Union business will be taken in a minimum of two (2) hours and hourly thereafter for M/S.

Prior to any absence of a member or members of the Executive Board from their assigned work stations during work hours for the purpose of conducting Union Business, the member should notify said members department manager/area supervisor . Such notification by any member(s) of the Executive Board shall be solely for the purpose of monitoring the hours allocated for such absence, and shall not in any way require the member(s) of the Executive Board to disclose the nature of the Union Business for which their absence is required. The Union shall inform the Company of all members of the Executive Board, and any changes of Board members.

#### Section 3 - Steward's Business/Approval

The Steward may not leave the assigned work position to discuss Union business without prior permission of said Steward's department manager/area supervisor. In obtaining such permission, the Steward shall state whether the absence is for the handling of a grievance or other Union business. Permission will not be unreasonably withheld. After securing permission to leave his/her area and when entering the area of another supervisor's responsibility, he/she will contact the supervisor before attempting to contact any employee. After completing the business for which approval to leave had been obtained, the Steward will notify his/her supervisor upon returning to his/her area and resume his/her regularly assigned duties. It is understood that reasonable time spent by a Steward away from his/her assigned work for the purpose of handling grievances shall be without loss of pay. Reasonable time shall be defined by the Company as not to exceed two (2) hours total time per grievance by the Stewards to handle grievances. Any time spent with the Department or Plant Manager for handling of a grievance will not be assessed as Union Business.

#### Section 4 - Change Steward's Shift

No Union Steward shall be transferred from one (1) shift to another, except with consent of the individual Steward, if it impedes his/her ability to represent Union members on his/her shift.

#### Section 5 - OMIT

#### Section 6 - OMIT

## Section 7 -Notification - Investigatory Interviews

The Company will notify an on-duty Union Steward upon notification that a member of the Union is required to participate in an investigatory interview by a government agency on Company premises.

## ARTICLE VII

### Grievances and Arbitration

#### Section I - Complaints

In the event that any employee or employees have a complaint, they shall have the right to verbally present the complaint, directly or through their Steward, to their immediate supervisor. If the complaint cannot be settled within three (3) working days and involves a matter subject to grievance procedure, it may be reduced to writing and processed in accordance with the grievance procedures described in this Article.

#### Section 2 - Time Limits

It is agreed that harmonious relations between the parties require the prompt handling and disposition of grievances. A written grievance must be filed within thirty (30) calendar days after the event occurs which gave rise to the grievance, or it will not be considered in the grievance procedure. Grievances involving discharges, suspensions, layoffs, or recalls must be filed within ten (10) calendar days after the event occurs which gave rise to the grievance, or they will not be considered in the grievance procedure. In case of a grievance involving loss of time or money, the Company shall not be required, under any circumstances, to make back payments for any period of time greater than the time limits set forth above for filing various types of grievances.

Saturdays, Sundays, and holidays shall not be counted in computing the due date for any decision or appeal there from. Time limits for grievance meetings at any step may be extended by mutual agreement of both parties.

#### Section 3 - Grievance Defined

A grievance is defined as a dispute between the Company and employee or employees involving the application or meaning of any provision of this Agreement which is reduced to writing and filed for processing through the grievance procedure and stating what Article of the Agreement has been violated.

#### Section 4 - Grievance Procedure

The first (1st) step shall be between the department manager or his/her designee and the Shop Steward or his/her designee. The first (1st) step meeting will be held within five (5) working days after the grievance is presented to the aggrieved employee's department manager indicated in Article V, Section 1. A written reply will be given to the Steward by the department manager within five (5) working days after the meeting.

If this reply is not satisfactory, the Union may appeal to the next step of this grievance procedure provided such appeal is made within five (5) working days after receipt of the department manager's reply.

The second (2nd) step shall be between the Plant Manager or his/her designee and the International Representative, Chief Shop Steward or his/her designee. The Company shall make a reply in writing no later than ten (10) working days after meeting with the Union representatives. All second (2nd) step decisions will become final and binding on all parties concerned unless the Union informs the Company within ten (10) working days from the date of such Company decision that it intends to submit the matter to arbitration.

Either party may request the presence of the aggrieved employee at the steps set forth in this Section.

In the event the Company does not respond in accordance with the time limits set forth in this Section, the grievance will automatically move to the next step of the procedure, including arbitration.

#### Section 5 - Precedents

A final decision made with respect to any grievance in the first (1st) or second (2nd) step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement. All settlements must be consistent with the terms and conditions of this Agreement.

#### Section 6 - Arbitration

Any grievance which has not been finally settled or disposed of in accordance with the steps of the grievance procedure herein outlined may be submitted to arbitration within ten (10) working days of the receipt of the second (2nd) step reply. Either party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The party requesting the arbitrator shall strike two (2) names on the list, after which the other party shall strike two (2) names. The remaining name shall be the arbitrator.

The arbitrator shall consider only the particular issue or issues presented to him/her in writing by the Company and the Union.

The authority of the arbitrator shall be strictly limited to the interpretation or application of the existing terms of this Agreement. All other matters are expressly excluded from arbitration. In no event shall the same question or issue be the subject of arbitration more than once. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any Agreement supplementing this Agreement.

The arbitrator shall have no power to establish wage rates, classifications, or fringe benefits of any kind except as provided in Article IX.

The decision of the arbitrator shall be rendered in writing, and he/she shall endeavor to render his/her decision within two (2) weeks after the conclusion of the hearing. The decision, when so made, shall be final and binding on all parties, and they agree that they will abide thereby.

With the agreement of both parties, arbitrations may be conducted without transcripts or filing of briefs. In these cases, the arbitrator shall issue his/her decision, in writing, within two (2) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties.

The parties agree to share the cost of the arbitrator. Each party shall bear the expenses and compensation of its own witnesses and share in the expenses associated with the cost of the hearing room/facility.

### ARTICLE VIII

#### Emergency Request For Cash Payments

Employees who have accumulated more than forty (40) hours Sick Leave, or more than forty (40) hours Vacation, may request a cash payment of up to forty (40) hours Sick Leave and/or forty (40) hours Vacation for a Family Emergency. The Company will issue the warrant within two (2) weeks or earlier if possible. (References Article XVIII, Section 7 and Article XIX, Section 7).

Emergencies could include, but not be limited to; medical expenses (Article XXIII, Section 1) and/or Bereavement Leave (Article XXV, Section 1).

ARTICLE IX

Occupational Classifications

In the event the Company desires to establish new or change occupational classifications within the bargaining unit, the hourly rates applicable thereto shall be determined and put into effect by the Company after notification to the Union, subject thereafter to review of such rates by the Union and negotiations with the Company if such are required. Negotiated rates which are higher than the Company established rates will be paid retroactively to the start of the new or revised classification.

In the event the parties are unable to agree on rates for such new classifications within thirty (30) days after their establishment, the dispute shall be subject to the grievance procedure. If the dispute is arbitrated, the questions of wages and retroactive adjustments shall also become arbitral at the time.

ARTICLE X

Health and Welfare Benefits

Section 1 - Health and Welfare Benefit Plan

The Company agrees to provide a comprehensive health and welfare benefit plan, agreeable to both parties, for all employees to assist employees and their dependents in the event of illness, accident, or loss of life. The Company reserves the right to designate the insurance carrier. The Company will provide coverage in accordance with the schedule of coverage attached as Exhibit A. The Company agrees that the monthly premiums will be fully paid for employee and dependants, and to maintain the same existing levels of coverage and benefits.

Section 2 - Dental and Optical Benefit Plan

The Company agrees to provide a comprehensive dental and optical benefit plan for all employees to assist employees and their dependents that is acceptable to both parties. The Company agrees that the monthly premiums will be fully paid for employee and dependants, and that it will maintain the existing levels of coverage and benefits.

Section 3 - Disability Benefit Plan

The Company agrees to provide a comprehensive disability plan, agreeable to both parties, to protect employee's income in case of absences due to job related injuries. The Company agrees that the monthly premiums will be fully paid for employee, and that it will maintain the existing levels of coverage and benefits.

ARTICLE XI

Retirement Plan

Section 1 - M/S Retirement Payments

The Company agrees to contribute for each M/S employee the following amounts for each hour worked, or paid as worked, to a maximum two thousand eighty (2080) hours to the employee's 401K plan in accordance with the 401K document. No additional contributions will be made for a holiday worked other than the usual contribution made for a day worked.

	19 June 01	1 July 01	1 July 02	1 July 03
M/S	\$1.68	\$1.83	\$1.93	\$2.03

ARTICLE XII

Wages and Classifications

The wages listed below are effective 19 June 2001. Wages for all classifications shall be increased by three percent (3%) effective 1 July 2001, 1 July 2002 and 1 July 2003. Should the increase in the Consumer Price Index, Los Angeles-Anaheim-Riverside areas, All Urban Consumers, for the period February through February in any year during the term of this Agreement, equal or exceed four percent (4%), the Company and Union shall immediately reopen negotiations on the sole issue of wages. Any additional wage adjustment(s) agreed to by the parties shall be effective 1 August of the year in question. Prior to the effective date of each wage adjustment, the Company shall distribute to each employee a list of classifications and new wage rates.

Section 1 - Supply Department

	19 June 01	1 July 01	1 July 02	1 July 03
Supply Specialist	\$19.28	\$ 19.86	\$ 20.46	\$ 21.10

Section 2 - Maintenance Department

Working Foreman (W/F), Facilities	\$23.86	\$ 24.58	\$ 25.32	\$ 26.08
W/F, Equipment/Pavements	\$23.86	\$ 24.58	\$ 25.32	\$ 26.08
W/F, Vehicle	\$23.86	\$ 24.58	\$ 25.32	\$ 26.08
Electrician/HVAC	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47
Electrician/Alarms	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47
Communication Technician	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47
Plumber	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47
Vehicle Mechanic	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47
Equipment Operator	\$20.97	\$ 21.60	\$ 22.25	\$ 22.92
Fuels/Transient Alert	\$20.97	\$ 21.60	\$ 22.25	\$ 22.92
Pavement Specialist	\$20.24	\$ 20.85	\$ 21.48	\$ 22.12
Painter	\$19.21	\$ 19.79	\$ 20.38	\$ 20.99
Carpenter	\$19.21	\$ 19.79	\$ 20.38	\$ 20.99
M/P, Runway Inspection	\$19.16	\$ 19.73	\$ 20.32	\$ 20.93
Locksmith/Tool Crib	\$19.16	\$ 19.76	\$ 20.32	\$ 20.93
Work Control Specialist	\$19.08	\$ 19.65	\$ 20.24	\$ 20.85
Maintenance Person (M/P)	\$18.80	\$ 19.36	\$ 19.94	\$ 20.54
Systems Mechanic	\$22.40	\$ 23.07	\$ 23.76	\$ 24.47

ARTICLE XIII

Working Out of Classification

An employee who is temporally assigned by the Company to perform the duties of a higher classification of work shall be paid at the higher rate for such classification for a minimum of two (2) hours and hourly thereafter. No non bargaining unit employee shall be assigned to jobs set forth as classifications included in the bargaining unit. Employees temporarily assigned to positions of lower rank or pay shall not have their rate of pay reduced.

ARTICLE XIV

Minimum Guarantees

An employee who is called to work overtime outside his/her regular shift shall receive time and one half (1.5x) his/her regular pay in accordance with the proper overtime rate with a minimum guarantee of four (4) hours pay. An employee shall be allowed a minimum of four (4) hours pay if he/she is ordered to report to work on a regular work day but is not

put to work. If the employee is put to work, he/she shall be allowed a minimum of four (4) hours pay. If more than four (4) hours are worked in any one (1) day, he/she shall receive pay for actual hours worked plus an additional hour for any fraction of a hour worked.

When an employee is held over from his/her regular scheduled shift, the employee will receive a minimum guarantee of one (1) hour's pay at time and one-half (1.5x).

#### ARTICLE XV

##### Mileage Allowance

Employees required to use their private automobiles for Company business shall be compensated at the then current Federal Travel Regulation rate per mile with prior Company approval.

#### ARTICLE XVI

##### OMIT

#### ARTICLE XVII

##### Holidays

##### Section 1 - Holidays Observed

For M/S, the following named days shall be considered holidays, employee's required to work on the holiday will be paid time and one half (1.5x) the regular shift rate of pay in addition to the holiday pay:

New Year's Day, Memorial Day, Martin Luther King Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas, the day before or the day after Christmas, and two (2) Floating Holidays.

Floating Holidays will be issued to employees on 1 January of each year and must be taken by 31 December of the same year.

##### Section 2 - Holiday Pay

In order to be eligible for pay for a holiday not worked, the employee must work his/her scheduled work day or shift immediately preceding and following such holiday unless the absence was due to illness or injury or was excused by the Company. Employees will be paid holiday pay as if they were on duty so that they will not lose any pay when they take holiday time off.

##### Section 3 - Holidays Saturday/Sunday

For M/S, holidays falling on a Sunday will be observed Monday and holidays falling on a Saturday will be observed on Friday.

##### Section 4 - Holiday Work Week

When a holiday falls within M/S scheduled work week and no work is performed, the holiday shall be considered as a day worked for the purpose of computing weekly overtime.

##### Section 5 - Temporary Assignment

For M/S, when a holiday falls while an employee is temporarily assigned to a higher classification, he/she will receive the holiday pay at the higher rate providing he/she works the regularly scheduled shift the day before and the day after the holiday.

Section 6 - Probation

For M/S, completing their probationary period prior to or on 30 June will be entitled to two (2) floating holidays. Probationary period completed after 30 June will get (1) floating holiday.

ARTICLE XVIII

Sick Leave

Section 1 - New Hires

New hires shall qualify for sick leave accrual after one hundred eighty (180) days of employment.

Section 2 - Sick Leave Pay

After one hundred eighty (180) days of employment, M/S shall accrue sick leave, with pay each year, at a rate of one point five three nine (1.539) hours per week which equals eighty (80) hours of sick leave per year. Employees will be paid sick leave pay as if they were on duty so that they will not lose any pay when they take sick leave time off.

Section 3 - Family Sick Leave

The Company and the Union agree that the purpose of sick leave is to compensate an employee due to absence resulting from illness or injury except that up to thirty-two (32) hours of sick leave may be used per year for illness of family members per Article XXV, Section 1.

There shall be no other authorized use of sick leave.

Section 4 - Doctor's Certificate

For M/S, it shall be standard procedure that a Doctor's Certificate be submitted when absence is for three (3) or more days or when an employee has zero (0) hours sick leave.

The Company shall also have the right to demand such proof of illness or injury if prolonged pattern develops. In the event a Doctor's Certificate is required, the employee shall present the Company with said certificate upon the first (1st) day returning to work.

The Company and the Union agree that any employee abusing this Article by taking sick leave when no injury or illness exists shall be subject to disciplinary action, as contained in Exhibit B, B-6.

Section 5 - Sick Leave Increments

Sick leave will be taken in a minimum of two (2) hours and then hourly thereafter. Employees leaving work as a result of illness will be charged for the hours actually taken or one (1) hour whichever is greater.

Section 6 - Notification of Sick Leave

An employee wishing to take sick leave must notify his/her immediate supervisor. Should the supervisor not be available at his/her duty station or section, and between the hours of 2200 to 0600, notification will be made to the Security Desk (M/S). Employees are requested to notify the Company two (2) hours prior to the commencement of their shift if they will be absent. Under all circumstances notification of absence must be received thirty (30) minutes for M/S prior to the commencement for their shift, unless such notification is prevented due to emergency circumstances.

Section 7 - Accumulation of Sick Leave

Employees who are terminated for cause will not be entitled to any payment for accumulated sick leave.

M/S, who have an accumulated balance of one hundred twenty (120) hours sick leave shall receive a cash payment at their straight (1x) time rate of pay weekly for all hours accrued thereafter. Upon voluntary resignation or layoff, an employee will receive a cash payment at their straight (1x) time rate of pay for all sick leave.

ARTICLE XIX

Vacations

Section 1 - Vacation Accruals

M/S will accumulate vacation as follows:

Length Of Employment		Number Days Vacation	Monthly Accumulation Rate In Hours
More Than 0 Months	But Less Than 6 Months	0	4
6 Months	8 Months	3	4
8 Months	10 Months	4	4
10 Months	11 Months	5	4
11 Months	12 Months	6	4
More Than 1 Year	But Less Than 5 Years	12	8
5 Years	10 Years	15	10
10 Years	15 Years	20	13.334
15 Years	Or More	25	16.667

Section 2 - New Employees

New employees will not be granted vacation during the first (1st) six (6) months of employment.

Section 3 - Computation

Vacation pay will be computed on the basis of the employee's shift rate of pay for the payroll period immediately preceding his/her vacation period. Employees will be paid vacation pay as if they were on duty so that they will not lose any pay when they take vacation time off.

Section 4 - Increments

Vacation will be taken in a minimum of four (4) hours, and then hourly thereafter.

Section 5 - Termination

Any employee who is terminated for reason of discharge or layoff after six (6) months of continuous service shall be entitled to his/her accrued vacation pay, less any vacation time that may have been taken. If he/she is reinstated after layoff or discharge, he/she will not receive credit for any accrued vacation pay paid at layoff or discharge.

### Section 6 - Staffing/Seniority

Vacations/Floating Holidays will be granted on a seniority basis providing the staffing requirement imposed on the Company by the USAF can be met. Employees whose vacation/floating holidays are approved thirty (30) days in advance shall not be bumped by more senior employees. The Company and Union agree that not more than four (4) employees will be absent per shift at any one (1) time in order that there will be no disruption of company's operation due to lack of available employees to fill the positions so affected. In M/S, only one (1) person will be allowed on vacation when there are only two (2) people assigned to that particular classification. Employees abusing this Section will be in violation of Exhibit B, Rule C-17.

### Section 7 - Accrual/Limit Vacation Time

M/S vacation accruals for employees with under ten (10) years seniority will be limited to one hundred (160) hours; employees with over ten (10) years seniority may accrue up to two hundred (200) hours; and employees over fifteen (15) years may accrue up to two hundred forty (240) hours. M/S exceeding the maximum allowable hours of accrual will be reimbursed at their straight (1x) time rate of pay, on the pay period following accrual.

### Section 8 - Scheduling of Vacation/Floating Holiday

Employees must schedule vacation/floating holiday at least twenty-four (24) hours in advance of the start of the shift in which vacation/floating holiday is to be taken. Employees may use vacation/floating holiday time after the start of a shift provided that they have reported for work and the use of the vacation/floating holiday time will not cause the Company to use overtime to cover for the absent employee.

## ARTICLE XX

### Hours of Work and Overtime

#### Section 1 - Overtime Rate for M/S

For M/S, any work in excess of eight hours in one day or 40 hours in one week will be paid at time and one-half (1.5x) the employee's straight rate of pay. Any work in excess of twelve (12) hours in one day will be paid double time ( 2 x ) the employee's rate of pay. LWOP will not count as hours worked.

There shall be no pyramiding of overtime.

#### Section 2 - M/S Work Day

A twenty-four (24) hour period commencing at the start of the employee's regularly scheduled shift constitutes a M/S work day. Example: 0730-0730, 1630-1630, 2330-2330, 0655-0655 hours. Summer work schedule change for Pavements & Grounds will start one hour earlier on Memorial Day and be completed on Labor Day. Starting time will be negotiated with Management if weather conditions do not meet starting criteria.

#### Section 3 - Distribution of Overtime for M/S

The opportunity for all overtime for M/S will be distributed by section and department and by classification within that department according to the eligible person with the highest seniority. Personnel desiring to work overtime will indicate the days/shifts that they will be available on a weekly overtime summary sheet. As overtime becomes available it will be offered to personnel with the lowest hourly total that have made themselves available when the overtime is on that particular day/shift.

- a. No employee shall take time off in lieu of overtime pay.
- b. The overtime summary will be adjusted monthly to ensure that the person on the list with the fewest number of hours charged will be no more than forty (40) hours from the highest person on the list.

- c. The computation of overtime, for the overtime summary sheet, shall be based on actual hours worked to the nearest whole number.
- d. Refusal by an employee to work overtime after he/she indicated he/she would be available will result in the employee being charged with the number of hours he/she declined.
- e. All New Hires will be placed on the overtime summary sheet at the highest person's hours.
- f. All M/S will have a telephone number on file for the emergency recall or force in list.

ARTICLE XXI

Shift and Other Premiums

Section 1 - Shift Premiums

The Company agrees to pay the following amounts for each hour worked or paid as worked:

	19 June 01	1 July 01	1 July 02	1 July 03
Swing shift (C-Shift)	\$ 0.50	\$ 0.55	\$ 0.60	\$ 0.65
Graveyard shift (A-Shift)	\$ 0.65	\$ 0.70	\$ 0.75	\$ 0.80

Section 2 - Shift Premiums - Maintenance/Supply

M/S personnel working a split shift will be paid the shift premium in Section 1 for the shift on which they work the greatest number of hours.

Section 3 - Company Required Training/Certification

The Company will reimburse employees all education expenses for Company required training/certifications off base.

ARTICLE XXII

Uniforms

The Company shall provide uniforms to all employees as indicated in the following Section:

Section 1 - Maintenance/Supply Departments

- a. Trousers/Pants Eleven (11) each
- b. Shirts Eleven (11) each
- c. Work Jacket (with insert when replacement is needed) One (1) each
- d. Safety Toe Boots (except Work Control Personnel) One (1) pair
- e. Belt One (1) each

Note (1): Coveralls (sized small, medium, large) will be available for checkout by M/S employees utilizing the chit system. All bargaining unit new hires and personnel awaiting uniforms can be issued coveralls on a hand receipt pending uniform availability.

Note (2): Uniforms will be repaired (to their original condition) or replaced on a as needed basis.

Note (3): Company will provide a Dry Cleaning/Laundry service for the cleaning of items a., b., and c.

ARTICLE XXIII

Leave of Absence

Section 1 - Leave of Absence

Employees may request a LOA only in cases of court appearances, injury, accident, illness, death in the family, or to attend school. Any employee desiring a LOA from his/her employment shall secure written permission from the Company and shall notify the Union. The maximum LOA shall be for ninety (90) days and may be extended for like periods of time. All LOA is without pay or benefits, except as noted in Section 1-a. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. All LWOP not covered by the provisions above will result in loss of one (1) day seniority for every one (1) day of LWOP.

a. The continuation period for Health and Welfare benefits outlined in Article X, for employees unable to work due to illness or injury, will be limited as follows:

Employee Seniority (years)	Continuation (months)
0-1	0
1-5	6
5+	12

Section 2 - Time Off for Union Activities

The Company agrees to grant up to twenty-three (23) days LOA per calendar year to the Union for the conduction of Union activities provided that written notice is given to the Company twenty-four (24) hours in advance for one (1) day or less, and five (5) days in advance for more than one (1) day. The Union agrees that in making such request not more than four (4) employees will be absent at any one (1) time per shift in order that there shall be no disruption of the company's operation. This entitlement shall be used at the discretion of the Union for the conduct of all Union activities except those associated with arbitrations which shall not be charged against this authorization. Should an employee get elected to any local, state, or national office within the Union which requires a full time commitment effectively removing the employee from the work force, that employee shall tender his/her resignation which will stop all Company benefits including seniority.

Section 3 - Service as a Witness

When an employee is subpoenaed as a witness in a case he/she shall be granted a LOA.

When an employee is subpoenaed as a witness in a case involving a duty-related incident, the Employee shall be paid the difference between witness fees received and time lost from his/her regularly scheduled work week. Such payment will be computed at the straight time rate of pay for M/S.

Section 4 - Military Reserve

An employee on the active payroll of the Company who is required to engage annually (from 1 July of one (1) year through 30 June of the following year) in two (2) consecutive weeks (up to fourteen (14) consecutive days) of military reserve, including National Guard, and who has at least twelve (12) months of military reserve training service credit immediately prior to commencement of the training period shall, upon the employee's request, be granted a LOA for the period of training. The employee shall be paid the difference between the pay received for the training period including weekends (excluding subsistence, travel and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked a normal five (5) day work week schedule (excluding overtime) during the training period.

The "amount of wages" shall be determined on the basis of the employee's standard work schedule.

## ARTICLE XXIV

### Jury Duty

An employee who has completed his/her probationary period who is called for and performs jury duty, except voluntary grand jury duty, will be compensated by the Company for the difference between payment received for such jury duty and the basic payment he/she would have received for the straight time hours. Pay for such work time lost shall in no event exceed, for any one (1) employee, a total of twenty (20) regular work days for M/S. An employee temporarily excused from court during his/her regularly scheduled working hours shall report for work provided that at least four (4) hours of his/her regular shift can be worked. The employee must give at least twenty-four (24) hours notice, whenever possible, to his/her supervisor of required jury duty service to be eligible for jury duty pay. Employees assigned to graveyard or swing shift will not be required to report to their regular shift provided they are reporting for jury duty that day. Employees performing jury duty will obtain a form from the Jury Commissioner's Office as proof of daily attendance.

## ARTICLE XXV

### Bereavement Leave

#### Section 1 - Eligibility

Employees who have completed one hundred eighty (180) days of employment will be entitled to thirty-two (32) hours for M/S paid bereavement leave. For purposes of this entitlement, the employee's family is defined as the employee's mother, father, step-parent's, spouse, children, brothers, sisters, grandparents, grandchildren, and spouse's mother, father, step-parents, brothers, sisters, children, and grandparents. The Plant Manager may also approve this entitlement under some circumstances for death of other family members when there is clear evidence that the family member acted as the employee's guardian for a substantial portion of his/her childhood.

#### Section 2 - Proof

The employee must provide proof to the Company within five (5) work days that this entitlement was used for the purpose stated in Section 1. Failure to do so will result in the employee being charged with an unexcused absence and disciplinary action.

## ARTICLE XXVI

### Consultation

Any Union employee who is consulted telephonically while off-duty for official business related to his/her job will be provided a minimum of one (1) hour pay for such service.

## ARTICLE XXVII

### Safety Committee

No later than ninety (90) days following the date of this Agreement, a Safety Committee shall be formed of two (2) Union members (one (1) Shop Steward plus one (1) employee) and two (2) members of management. The members appointed from both the Bargaining Unit and the Company will be mutually acceptable to both parties. The Committee will be chaired by the Company Safety Manager and will be charged with making safety recommendations to the Plant Manager regarding equipment, vehicles, and apparatus and with reviewing accident findings involving represented personnel. The Company agrees to keep the Safety Committee informed as to accidents and safety trends within the Bargaining Unit and the Plant.

ARTICLE XXVIII

Injury on the Job

An employee who is injured on the job during his/her scheduled shift and is sent home because of such injuries shall receive his/her regular shift rate of pay for the entire shift.

ARTICLE XXIX

Safety and Sanitation

The Company will comply with all applicable federal and state safety and health laws to the extent it is permitted to do so by the provisions of its contract with the USAF. The Company will furnish uniforms, safety glasses, and safety shoes for employees when such are required for the efficient and safe performance of the employee's duties.

The Company will maintain Hazardous Materials Exposure Reports on any incidents exposing employees to Hazardous Materials, additionally the Company will provide the employee with a copy of said report.

Employees working in areas having unsanitary conditions will be furnished inoculations as good medical practices dictate.

When employees are required to work in a hazardous area, such as inside vessels, lift stations, areas of leaking gas, voltage of 440 volts or above, high pressure gas (3500 lbs. or higher), chemical cleaning, or to work with hoist equipment necessitating the presence or assistance of another individual under the existing safety regulations, there shall always be two (2) or more employees assigned thereto.

ARTICLE XXX

Physical Fitness

Section 1 - Drug Free Work Place

The Union and the Company strongly support the implementation and enforcement of the Department of Defense Rule "Drug Free Work Force" and acknowledge that implementation of this contractual clause is necessary to achieve the objective of a drug free work force. Additionally, both parties understand that this program is a mandatory requirement/condition of employment for doing business on USAF Plant 42.

Definitions:

Illegal Drugs -- Controlled substances, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). Excludes use of controlled substances pursuant to a valid prescription or other uses authorized by law.

Testing -- Accomplished by an approved testing facility and reviewed/reported by a licensed physician. The licensed physician will discuss all positive testing with the employee to determine if the positive result could have resulted from legally prescribed medication. The Company will provide a copy of the results to the employee.

Applicability -- All employees covered by this agreement.

a. Testing Parameters:

- (1) When an employee has been involved in an accident or is acting in a manner not consistent with sobriety.
- (2) As part of or as a follow-up to a counseling or rehabilitation program.

(3) As part of the random drug testing program.

b. Random Testing:

The frequency and percentage of random screening shall be determined by the Company, but in any event shall be reasonable. Should the Union believe the frequency or percentage of random screening is not reasonable, upon notice the Company and Union shall meet to agree upon the reasonable parameters of such screening.

(1) The Company shall determine the exact date random screening is to take place.

(2) Corporate management of the Company (off site) will generate a list of all Company employees.

(3) Corporate management of the Company (off site) will assign consecutive whole numbers to each Company employee on the list.

(4) The assigned number range and the percentage of employees to be tested shall be entered into a computer for random number generation. The appropriate manager (off site) and a witness (off site) shall complete a Random Selection Verification form and attach it to the random number list.

(5) The random number generated will be correlated with the employees designated number for identification of the selected employees.

(6) Identification of the selected employees will be communicated to project management (off site) and shall remain confidential until the day of testing.

(7) The selected employees shall be notified by their supervisors of their selection just prior to the actual collection of specimens. Such notification shall occur promptly upon the Supervisors being informed of the names of the selected employees. Under no circumstances will collection be postponed until the day following notification. These employees shall be assured that they are under no suspicion and that their selection was truly random.

(8) The collection and testing shall be consistent with this section and performed in a manner to ensure reliability, including maintaining a portion of each sample for subsequent testing at the request of the employee.

(9) After collection, the selected employees shall return to their assigned work location.

(10) Both the assigned number list and the random number list shall be retained by the project management (off site) in a secured file.

(11) No change in this selection method shall be made without prior written approval of the Project Director and the Union.

(12) Those employees who refuse to submit to the random screening shall have their employment terminated for refusal to submit to search/chemical screening. Those employees receiving a confirmed positive result without a legitimate medical reason (proper prescription in the employee's name) shall be terminated.

c. Participation in Employee Assistance Programs:

(1) All personnel will participate in recurring Company-sponsored drug abuse prevention programs.

(2) Any employee who voluntarily enrolls in the Company provided health insurance drug rehabilitation program will be granted a LOA without pay upon request to complete the program. Successful completion, with drug free testing, must be documented prior to returning to normal duties.

(3) Employees participating in a self-identification/self-referral program will be granted maximum respect for individual confidentiality consistent with safety, and will not suffer any adverse employment action because of such participation.

ARTICLE XXXI  
OMIT

ARTICLE XXXII  
OMIT

ARTICLE XXXIII

Subcontracting for Recurring Maintenance

Section 1- Preventive Maintenance

Recurring maintenance, commonly referred to as normal or preventive maintenance, is the routine work required to keep a facility in such condition that it may be continuously utilized at its original or designed capacity and efficiency for its intended purpose.

Section 2 - Recurring Maintenance

Unless the urgency of the situation requires subcontract support to protect facilities from damage and/or to prevent further damage to facilities, the Company intends to accomplish recurring maintenance with in-house personnel,

Provided that:

- a. Necessary facilities, tools, equipment, and materials to accomplish the work are furnished to the Company by the Government and/or;
- b. Frequency level and/or employee qualification level for the recurring maintenance is such that it is economically and operationally practical to maintain or hire staffing to accomplish the work.

ARTICLE XXXIV

Payroll Deductions

Section 1 - Garnishments

Deductions of this category will be made as directed by courts having jurisdiction. Employees must acknowledge the deductions when informed by the Payroll/Personnel Office.

Section 2 - Union Membership Fees

Refer to Article 1.

Section 3 - Automatic Bank Deposits

Employees may elect to have their wages deposited automatically in a savings or checking account at the institution of their choice. Employees desiring this service must complete an authorization form to do so. Changes will be permitted not more than four (4) times annually.

Section 4 - United Way

Each employee desiring to participate must complete an authorization form stating amount and frequency of deductions.

Section 5 - Pay Period

All paychecks to employees shall be issued within seven (7) days after the end of the pay period. Weekly M/S paychecks will be available at the employee's work site after 1300 hours for each pay day.

Section 6 - Employee 401K Plan

Each employee must complete a Pension Deduction Form (including Loan payments) which establishes the amount to be deducted from the employee's paycheck. Pension Plan deductions will be allowed only for qualified plans. A check will be prepared for the total number of participating employees and mailed within thirty (30) days of the employees receive wages from which the withholding was made. Changes will be permitted not more than four (4) times annually.

Section 7 - Paycheck stubs

Employee paycheck stubs will show all Vacation, Sick Leave, accruals, amount taken and the new balance.

Employee paycheck stubs will show the amount paid/deducted and a year to date total for all Retirement monies, (to include Company paid, Employee paid and Employee loans) and United Way and other deductions.

ARTICLE XXXV

Bulletin Boards

Section 1 - Space Available

The Company shall make available to the Union space equal to and like that of their own on bulletin boards for posting Union notices. Access to the Union bulletin board will be limited to the Union.

Section 2 - Posting

There shall be no distribution or posting by the Union or employees of any material or notices of a political nature, advertisements, or any other kinds of literature on USAF Plant 42 property other than Union notices.

ARTICLE XXXVI

OMIT

ARTICLE XXXVII

Appendices and Amendments

All appendices and amendments to this Agreement shall be numbered (or lettered), dated, and signed by the Company's and the Union's authorized representative.

Joint notifications shall be made in writing by the Company and the Union regarding who the authorized personnel are and kept current through revised correspondence. A copy of all appendices and amendments shall be provided to the Union within five (5) working days following signature(s).

ARTICLE XXXVIII

Successors and Assignees

This agreement shall be binding upon the successors and assignees of the parties hereto until its expiration or until it is changed by mutual agreement of the parties. All successors to this contract, during the term of this Agreement, shall maintain the current Union personnel with seniority rights as set forth in the terms and conditions of this Agreement.

ARTICLE XXXIX

Legality

Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of this agreement shall be modified in compliance with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for this life thereof.

ARTICLE XL

Complete Agreement

The parties acknowledge that during negotiations 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 each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject matter was not within their knowledge at the time this Agreement was negotiated; however, nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope or representation during the term of this Agreement.

ARTICLE XLI

Strikes and Lockouts

The parties hereto agree unequivocally that there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE XLII

Period of Agreement

This Agreement shall be effective 20 June 2001, to and including 30 June 2004, and shall remain in full force and effective from year to year thereafter unless either party hereto has given written notice to the other of their desire to have same changed, modified, or terminated. Such notice must be given at least sixty (60) days prior to 30 June 2004. If such notice is not given, this Agreement will be terminated at midnight of the day immediately following 30 June 2004. This Article shall not be construed to contradict any other articles contained in the agreement and the parties further agree that the contract may be amended at any time through mutual agreement.

(Original signed by)

\_\_\_\_\_  
Steven W. Eames, IR  
International Brotherhood of Boilermakers

(Original signed by)

\_\_\_\_\_  
George Crowell  
Vice President  
Pyramid Services, Inc.

(Original Signed by)

\_\_\_\_\_  
Robert S. Kaplan  
Committee Member

EXHIBIT A

Schedule of Coverage

- a. Major medical maximum shall be unlimited.
- b. Calendar year deductible shall not exceed one hundred dollars (\$100.00).
- c. Family year deductible shall not exceed three hundred dollars (\$300.00).
- d. Co-Insurance after deductible shall be eighty-twenty (80-20).
- e. Out of pocket expenses shall not exceed a maximum of five hundred dollars (\$500.00) per person to a maximum of two thousand dollars (\$2,000.00) per family.
- f. Semi-private hospital room shall be provided.
- g. Intensive care shall be treated as any illness.
- h. Deductible shall be waived in case of emergency.
- i. Maternity shall be treated as any illness.
- j. Second (2nd) opinions will cover one hundred percent (100%) of the first (1st) one hundred thousand dollars (\$100,000.00).
- k. All pre-existing conditions will be covered.
- l. Deductible shall carry over to next year.
- m. Life Insurance shall be 1xs the employees annual salary.
- n. Prescription Cards shall be provided.

EXHIBIT B

Work Rules

Work rules negotiated are incorporated into the Agreement between the Company, and the Union by reference.

Establishment And Enforcement Of Work Rules:

Purpose -- This directive establishes Company work rules and prescribes disciplinary action to be administered when employees violate such work rules. The directive is applicable to all Company employees at the AFP42 work site covered by this Agreement.

General -- The actions outlined herein are to be used by management and supervisory personnel in administering discipline when an employee has failed to discharge their assigned duty or when they have violated other rules of work. Further, this document will advise employees as to the disciplinary action they may be subjected to and the degree of severity which the Company places on various violations.

Disciplinary Action -- Disciplinary action has varying degrees of severity which depend on the nature of the violation. A system of penalty points to be assessed is herein established. The system will provide:

- a. Uniform penalties for habitual violations in proportion to the frequency and seriousness of previous violations.
- b. A standard formula to determine when accumulated violations are sufficient to warrant termination.
- c. A method of reducing accumulative penalty points by good behavior.

Category A Violations -- Category A Violations are those which the Company considers to be so severe as to warrant immediate termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense 1st
A-1	Falsifying personal records or Company records, which includes falsification alterations of a Doctor's Certificate.	100
A-2	Deliberately restricting work production.	100
A-3	Unauthorized removal of government or Company property, including removal of a fellow employee's belongings.	100
A-4	Fighting on Company/government property.	100
A-5	Engaging in sabotage or espionage.	100
A-6	Intoxicated, drinking, possessing or under the influence of alcohol or illegal drugs while on Company/government premises.	100
A-7	Theft or stealing.	100

Rule No.	Rule	Penalty Points for Each Offense	
		1st	
A-8	Absent for three (3) or more consecutive days without notice to the Company or immediate supervisor, is considered to be job abandonment.	100	
A-9	Gross negligence.	100	
A-10	Gross incompetence	100	
A-11	Deliberately damaging or destroying government, contractor, vendor or privately owned property.	100	
A-12	Carrying unauthorized weapons on Company/ government property.	100	
A-13	Endangering the life of fellow employees.	100	
A-14	Taking or distributing unauthorized photographs.	100	

**Category B Violations** -- Category B Violations are those which could result in points assessed as a penalty for the first (1st) violation. Second (2nd) and third (3rd) violations in Category B would result in termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense		
		1st	2nd	
B-1	Insubordination (failing to obey a direct order.)	35	100	
B-2	Violation of a safety rule or practice.	35	100	
B-3	Immoral or indecent conduct.	35	100	
B-4	Violation of a security regulation.	35	100	
B-5	Entering the facility under the influence of alcohol.	35	100	
B-6	Sick Leave abuse.	35	50*	100
*and, in addition, the loss of all accrued sick leave not to exceed, six (6) days sick leave.				
B-7	Leaving contract site during work shift without permission.	35	100	

**Category C Violations** -- Some Category C Violations are those which could carry a written warning with no points or an assessment of points for the first (1st) offense, points assessed for the second (2nd) offense, a layoff for one (1) to three (3) days for a third (3rd) offense, and termination for the fourth (4th) offense. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense			
		1st	2nd	3rd	4th
C-1	Unexcused absence (forty-six (46) minutes or longer).	0	30	50	50
C-2	Not reporting a work incurred injury, no matter how minor.	0	20	40	60
C-3	Threatening, intimidating, coercing, or interfering with fellow employees.	20	40	40	40
C-4	Engaging in horseplay.	10	25	35	40
C-5	Use of abusive, profane or threatening language toward fellow employee or supervisors.	10	20	40	40
C-6	Productivity or workmanship not up to standard.	0	25	35	50
C-7	Refusal to work overtime, special hours or special shifts.	40	40	40	
C-8	Failure to notify the Security Desk of absence. Employees are requested to notify the Company two (2) hours prior to the commencement of their shift if they will be absent. Under all circumstances notification of absence must be received thirty (30) minutes prior to the commencement for their shift.	20	40	50	
C-9	Engaging in any outside employment that interferes with his/her duties at the contract site.	25	35	50	
C-10	Excessive garnishment of wages. More than two (2) garnishment actions within a one (1) year period or more than two (2) garnishment actions in effect at any one (1) time.	0	50	100	
C-11	Unauthorized use of telephones. (Plus pay back for calls.)	0	25	35	50
C-12	Omit				
C-13	Misuse of Company/government property.	15	25	35	50
C-14	Sleeping on the job during assigned shifts	0	25	35	50
C-15	Defacing or removing official bulletins, posters, etc., placed on bulletin boards.	0	25	35	50
C-16	Not having required telephone.	0	25	35	50

Rule No.	Rule	Penalty Points for Each Offense			
		1st	2nd	3rd	4th
C-17	Abuse of Seniority privileges.	10	20	35	50

Category D Violations -- Category D Violations normally are minor in nature. Penalty for these violations would be as follows: First (1st) offense, oral warning no points; second (2nd) and third (3rd) offenses, written warning with points; fourth (4th), one (1) to three (3) days layoff; and fifth (5th), termination. These violations and penalty points are:

Rule No.	Rule	Penalty Points for Each Offense				
		1st	2nd	3rd	4th	5th
D-1	Being tardy (one (1) to forty-five (45) minutes late) without reasonable cause.	0	15	20	30	40
D-2	Creating, or contributing to, unsanitary or poor housekeeping conditions.	0	10	25	35	40
D-3	Wasting time, loitering, or leaving job site.	0	10	25	35	40
D-4	Taking more than specified time for meals or for break periods.	0	10	25	35	40
D-5	Not wearing Company provided uniforms.	0	10	25	35	40
D-6	Smoking in a "No Smoking Area."	0	10	25	35	40
D-7	Gambling	0	10	25	35	40

Penalty Point Accumulative Action -- The following disciplinary action will apply to accumulate penalty point assessments.

Penalty Points:	Disciplinary Action:
0	Oral Warning with Memo for Record
10 through 35	Written Warning includes Disciplinary Action Form
40 through 60	One (1) day layoff
65 through 80	Three (3) day layoff
85 through 95	Five (5) day layoff
100 or above	Termination

Points Removal -- Five (5) penalty points will be subtracted from the employee's total accumulated penalty points for every thirty (30) days of good behavior since the last assessment. Points shall be removed from the employee's files as they are worked off.

It shall be the policy of the Company that when an employee has worked off penalty points that were assessed against him/her, the Personnel Office shall remove said points from employee's record, and the original returned to the employee.

Any employee returning from layoff must work four (4) consecutive regularly scheduled shifts prior to being eligible for overtime.

Accumulation For Different Violations -- Penalty points are accumulative for different violations. To illustrate: as a first (1st) offense, an employee violates Rule B-1 insubordination. He/she is assessed thirty-five (35) points and is given a written warning. As a second (2nd) violation he/she is found gambling, Rule D-7. Because this is his/her first (1st) offense of this violation, he/she is assessed zero (0) violation points, bringing his/her total penalty points to thirty-five (35).

Termination At One Hundred (100) Points -- Employees shall be terminated when they accumulate a total of one hundred (100) or more penalty points. The Functional Area Managers have final authority relative to involuntary terminations in all cases except Category A Violations. However, each person terminated involuntarily has recourse to the Plant Manager.

Suspension Pending Investigation Of Category A Violations -- When an employee is accused of a Category A Violation, he/she may be suspended from his/her duties without pay pending investigation of the offense. Should the investigation result in a penalty less than dismissal, the employee shall be made whole with regard to wages, benefits, and seniority lost as a result of the suspension.

Oral Warning -- During the oral warning, the Supervisors will advise the employee as to the nature of the violation. A memorandum for file will be prepared outlining the nature of the violation. A copy of the memorandum will be filed in the employee's permanent record in the Personnel Office. After thirty (30) days of good behavior since the last assessment, the Oral Warning shall be removed from the employee's file.

Written Warning -- When a written warning is issued to an employee, it shall clearly state the nature of the offense, the penalty points assessed for the violation, and the total penalty points charged against the employee because of past offenses. A written warning will be prepared in sufficient copies to make the following distribution:

Original:	To Employee
Copy:	Employee's Permanent Record
Copy:	Union Representative

The employee will be required to acknowledge receipt of the written warning on the copy designated for his/her permanent record. Such acknowledgment should not be confused with an admission of the infraction. The Company agrees that there will be only one (1) permanent Employee record (Personnel file).

Layoff -- When an employee is subject to a temporary layoff without pay as a disciplinary action, he/she shall be advised in writing. The letter of notification shall be distributed in the same manner as indicated for written warnings.

Termination -- When an employee is involuntarily terminated, he/she shall be advised in writing. The letter will detail the nature of the violation and the circumstances leading to the termination. Trite expressions and extraneous verbiage will be avoided; however, a complete statement of facts is required. The employee will be advised of his/her right to appeal the decision to the Plant Manager.

Review Of Disciplinary Action -- Disciplinary actions involving suspension or dismissal will be reviewed by the Plant Manager or his/her designated representative prior to execution of the penalty. During this review, the Union President or his/her designee will be given the opportunity to present any evidence or circumstances of mitigation he/she may wish to present on behalf of the employee. This review does not affect the right of the employee to appeal a decision to terminate.

All other disciplinary actions will be reviewed by the Functional Area Manager or his/her designated representative prior to execution of the penalty. During this review, the Union Vice President or his/her designee will be given the opportunity to present any evidence or circumstances of mitigation he/she may wish to present on behalf of the employee. This review does not affect the right of the employee to appeal a decision for the disciplinary action.

Employee Rights -- An employee may request the presence of a Union Steward at an investigatory meeting which the employee reasonably believes will result in disciplinary action. A Union Steward may be present at a meeting when the Company issues disciplinary action against the employee.

Supervisors will make every effort to ensure that the employee's rights as described herein are preserved; however, failure to do so shall not be relevant to the issue of whether reinstatement, if applicable, is an appropriate remedy, except as otherwise provided by law.

The Employee will be provided with the Companies "COPY" of the Disciplinary Action form from the Employee's permanent record within thirty (30) working days of the Employee working off the Work Rule infraction.

The Employee will be provided with the Companies "COPY" of the Oral Warning (Memo for the Record) after thirty (30) calendar days.

Summary -- Nothing in the Work Rules and Regulations established herein is to be interpreted as denying the Company the right to discipline or discharge employees for other causes not specifically mentioned herein.