

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE 1 of 1 & Attach 1-25	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE March 30, 2004		4. REQUISITION/PURCHASE REQ. NO.	
				5. PROJECT NO. (If applicable) DFSP Norfolk, VA	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL - LMcCANTS/DESC-FPA PHONE - (703) 767-9328 FAX - (703) 767- 9335 Email - Laura.McCants@dla.mil		CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE SCO600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0032	
				9b. DATED (SEE ITEM 11) March 1, 2004	
				10a. MODIFICATION OF CONTRACT/ORDER NO. X	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] 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:</p> <p>(a) By completing Items 8 and 15, and returning ___1___ 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. 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. 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN 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)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
a. The closing date is extended to May 13, 2004.					
b. The attachment to Wage Determination 1994-2544, Revision 26, the Collective Bargaining Agreement at the Naval Air Station Norfolk, VA is attached.					
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)			16A. NAME OF CONTRACTING OFFICER		
			AMY V. LOAR		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

COLLECTIVE BARGAINING AGREEMENT

between

MAYTAG AIRCRAFT CORPORATION

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL LODGE 97
AFL-CIO

November 25, 2002

AGREEMENT

This Agreement is made this 25th day, of November 2002 by and between the Maytag Aircraft Corporation, (hereinafter referred to as the "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 74, Local Lodge 97, (hereinafter referred to as the "Union") covering certain employees of the Company employed at Naval Air Station, Norfolk, Virginia.

ARTICLE I
RECOGNITION AND CERTIFICATION

Section 1. It is hereby agreed that the parties hereto desire to enter into an Agreement for their mutual interest to promote harmony, efficiency and mutual understanding and to establish wages, hours and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

Section 2. The Company recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, as the sole and exclusive collective bargaining representative for all employees covered by this Agreement as certified by the National Labor Relations Board in Case No. 5-RC-15314. The job categories covered are limited to full-time and regular part time truck drivers, dispatchers, fuel distribution system operators, and leadsmen employed by the Company at NAS Norfolk, Norfolk, Virginia.

ARTICLE II
GOVERNMENT RESPONSIBILITY

The Union recognizes that the Company is a contractor to the Federal Government at Naval Air Station, Norfolk, Virginia, and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement inure to prevent the Company from fully meeting its obligations and responsibility as a contractor. The Union fully recognizes that from time to time, the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands or obligations or comply with such rules or regulations, including those covering security, health, and safety, as may be promulgated or imposed by the Government.

ARTICLE III
UNION ACTIVITY AND NON-DISCRIMINATION

Section 1. The Company and the Union mutually agree that there shall not be any discrimination, interference, restraint or coercion by either party against any employee because of their membership or non-membership in the Union. There shall be no harassment or discrimination against any employee exercising his right to file a grievance.

Section 2. There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status, or other status protected by applicable Federal, State or local law or regulations. The Union agrees to recognize the Company's Affirmative Action Program and established under-utilization goals.

ARTICLE IV
UNION REPRESENTATION

Section 1. The Company will recognize one (1) Shop Steward and one (1) Alternate Shop Steward, who shall act on behalf of the Shop Steward during his absence. The Union will specify the selected steward in writing to the Company. The Shop Steward will be allowed reasonable time during working hours to investigate complaints, process grievances, and meet with the Company in connection with their responsibilities.

Section 2. In exercising their responsibilities to the Bargaining Union employees, the Steward may, upon the approval of the Project Manager, use work time on a limited basis, not to interfere with the operations of the Company and the performance of the Company's contract.

Section 3. Upon prior approval of the Company's Project Manager, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes and ascertaining if the Agreement is being adhered to. In the event the authorized Agent of the Union requests to see an employee in the Bargaining Unit, the Union shall first advise the Company's Project Manager of the name(s) of such employee(s), and he shall determine if such employee(s) can be released from their respective work stations without interference in the operations of the Company and shall advise the Union of such employee(s) availability.

Section 4. The Business Representative shall have the right to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

ARTICLE V
MANAGEMENT RIGHTS

Section 1. The Company shall have the full and exclusive right of Management of the business, including, but not limited to, the direction of the workforce, the right to plan, direct and control all business operations, assignment of duties, scheduling of all hours of work, right to hire, suspend or discharge for just cause, promote, demote or transfer on the basis of qualifications, performance, ability, skills, and/or seniority, as shall be determined by the Company, the right to lay off employees because of lack of work or other business reasons, change or eliminate existing jobs or to create new jobs, to promulgate reasonable work and/or safety rules, determine reasonable work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices and the right to perform work of any kind or nature relative to the scope of work at Naval Air Station, Norfolk, Virginia.

Section 2. The foregoing enumeration of the Company's rights shall not be deemed to exclude rights the Union has by law. Nothing in this Agreement shall limit the Company in the exercise of customary and recognized functions and prerogatives of management, including the right to make such agreements and enter into such agreements as it may deem necessary to the successful operation of its business.

ARTICLE VI
DUES CHECK-OFF

Section 1. The Company agrees to deduct Union dues or service fees levied by the International Association of Machinist and Aerospace Workers in accordance with the constitution and bylaws of the Union from the pay of each employee who is or who makes application to become a member of the Union, or elects to pay a service fee, within the scope of the Bargaining Unit as covered by this Agreement with the "Authorization of Check-Off of Dues" form set forth below, has authorized the Company to do so.

Section 2. Upon delivery to the Company of a lawful and valid written check-off authorization, signed and dated by the individual employee, the Company will deduct from his/her pay each month initiation fees, if any, and regular Union dues in an amount fixed by the Union. The Company shall forward all dues deductions to the District Lodge not later than 15 days following the month in which the dues were deducted. The Union shall inform the Company any time that an employee revokes a dues deduction authorization.

Section 3. All employees may make application for membership after the 61st day of employment.

Section 4. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or by reason of action taken or not taken by the Company, for the purpose of complying with any provisions of this Article or in reliance upon any list, notice of assignment furnished by the Union under any such provision.

ARTICLE VII STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the term of this Agreement, there shall not be any strikes, sympathy strikes, sit-downs, slowdowns, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no Officer, Agent, Representative, Steward, or member of the local Union, or the Union shall ever authorize, call, participate in, instigate, aid, condone or acquiesce in any such actions and that no employee covered by this Agreement shall participate in any such actions. Likewise, the Company agrees that during the term of this Agreement, it will not engage in a lockout of its employees.

Section 2. Responsibility

- A. The Company will adhere to the provisions contained herein for the settlement of grievances and will not engage in any lockout of employees as the result of a labor dispute.
- B. Neither the Union nor employees will authorize, assist, support, permit or cause, or take part in any picketing of or interruption of the Company's operation for any reason. Any employee taking part in or assisting or supporting such picketing or interruption of such operations shall be subject to discipline, including discharge. In the event that any such unauthorized strike or work stoppage enumerated above shall occur during the term of this Contract, the Union or its Officers will take reasonable steps to terminate the interruption immediately.
- C. The Union shall not question the unqualified right of the Company to discipline or discharge employees engaging in, participating in, or encouraging such action. Such action taken by the Company shall be final and shall in no case be construed as a violation by the Company of any provision of this contract. Only the issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation is subject to the Grievance Procedure and Arbitration.

ARTICLE VIII
SAFETY AND HEALTH

Section 1. Any protective devices or other safety equipment necessary to protect employees from injury, as determined by the Government and/or Company, will be provided by the Company with no cost to the employee and shall be utilized by the employees in the performance of their job tasks. Protective clothing and equipment furnished by the Company shall remain the property of the Company and each employee shall be responsible for its proper use and care. The Company agrees to provide rain gear to any employee that is required to work outside during inclement weather. Employees are required to keep all rain gear in their work area.

Section 2. In the event an employee suffers an injury on the job in the course of his employment and is required to leave work to go to the doctor, he shall notify the Project Manager or Supervisor. He will be paid for the balance of his shift on the day such injury occurs. If the employee is able to return to work after visiting the doctor, he shall do so. If the employee does not return to the job, he must have a doctor's slip releasing him from work and a release back to work upon his return.

Section 3. All employees are required to report all on-the-job injuries to their Supervisor on the day of the injury/incident. This will ensure proper treatment, as well as proper documentation and administration in accordance with OSHA procedures.

Section 4. Employees may from time to time have meritorious suggestions for improvement of safety conditions within the Company's operations. The Company and the Union encourage employees to submit, in writing, any such safety suggestions to the Project Manager for consideration. The Company may from time to time schedule safety meetings and require attendance by employees. Attendance shall be compensated for the time actually spent at such safety meetings at the employee's applicable rate of pay.

Section 5. At least once a year, the Company shall conduct a safety walk-around inspection of the premises. The Union Steward shall have the right to accompany the inspection team.

Section 6. Full and permanent part-time employees, who are required to wear protective shoes, will be allowed reimbursement for the purchase of shoes annually from the date of the last purchase. New employees shall be eligible for reimbursement following the successful completion of their initial review period. Reimbursement will be for cost of the shoes, up to but not exceeding \$80.00 annually. Following the purchase of safety shoes, an employee must submit the receipt for purchase to the Project Manager.

ARTICLE IX GRIEVANCE AND ARBITRATION

Section 1. A grievance is defined as an employee's alleged violation of the provisions of this Agreement (only an employee affected by the alleged violation of this agreement may file a grievance). This Article establishes the means for timely adjustment of working problems and personal grievances at the job level by an informal conference between the immediate Supervisor and the employee involved, with a Union Representative having the opportunity to be present. If not resolved at this informal level, a formal grievance may be filed and processed in accordance with the steps and time limits specified below.

Except for payroll adjustments, no grievances shall be filed or processed based on facts, events, or omissions, with the employee's knowledge, that have occurred more than three (3) calendar days before such grievance is filed.

Section 2. Grievances shall be processed in accordance with the following procedures:

First Step: An employee having a grievance shall present the grievance verbally to his immediate supervisor during the workday in which the act or condition originating the grievance occurs, if possible, but in no event not later than three (3) working days from the day on which the event giving rise to the grievance occurred. A steward shall be given the opportunity to be present if the employee so desires. The Supervisor shall render his decision within three (3) working days after the verbal grievance is presented.

Second Step: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the employee shall submit the grievance in writing to the Project Manager within five (5) working days thereafter. The written grievance presented must contain the basis of the employee's claim, articles violated, and the suggested remedy. Within seven (7) working days from the time the employee or Steward submits the written grievance, a designated Union Representative shall meet with the Project Manager or his designated representative and they shall make every effort to settle the dispute.

Third Step: If the represented employee's dispute is not settled by the Project Manager or his designated representative, the written grievance, along with a complete discussion addressing the issue, will be presented to the Company Operations Manager within three (3) working days for resolution at the corporate level. Within seven (7) working days after receipt of the written grievance at the corporate office, the Operations Manager may choose to meet telephonically with the Union Representative and the aggrieved employee.

Fourth Step: If the represented employee's dispute is not settled by the Operations Manager or his designated representative, the written appeal, along with a complete discussion addressing the issue, will be presented to the Company Vice President or President within three (3) working days for resolution at the corporate level. Within seven (7) working days after receipt of the written grievance at corporate office, the Company may choose to meet telephonically with the Union Representative and the aggrieved employee.

Fifth Step: If the above procedure has been followed and the parties are still unable to settle the grievance, either party may submit the grievance or dispute to the Federal Mediation and Conciliation Service (FMCS) for resolution.

Sixth Step: If federal mediation is unsuccessful in resolving the grievance, it may be presented to either the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) as mutually agreed. If the AAA is chosen, the AAA will submit a list of five (5) Arbitrators from which the Company and Union shall choose an impartial Arbitrator to decide the controversy. The Company and the Union will alternately strike names from the panel, and the last remaining name shall be the chosen Arbitrator. The Arbitrator shall not have the authority to alter, amend, or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The Arbitrator's decision shall be final and binding on the parties.

Section 3. The Union and the Company shall equally share the expenses and fee of the Arbitrator. Each party shall make all arrangements, including pay and/or expenses of their respective witnesses called or other representatives or persons requested to attend any arbitration case. The number of employee witnesses summoned at any one time shall not be greater than the number which can be spared without interference of the Company's operations.

Section 4. All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Company to respond within the time limits shall constitute a basis for the Union to escalate the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Company to deny and forever bar the grievance. The Union will safeguard against repetitive grievances. Before these types of (repetitive) grievances may be filed, the Union Business Representative and Company Vice President shall discuss the matter to preclude repetitive filing.

Section 5. In any case involving discharge or discipline imposed by the Company where back wages are awarded, said back wages will be minus any monies that the employee earned, including any unemployment compensation or substitute earning, during the period of discharge or suspension. If at any time the Employment Office makes retroactive adjustments in compensation, adjustment in reimbursements will be made accordingly. The Company shall have the right to require the grievant to produce

any records as evidence of such compensation and can require the employee to sign an affidavit stating the accurate accounting of his back wages and earnings.

Section 6. Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his supervisor, the Project Manager, or any other official of the Company, but there shall be no formal grievance until it has been submitted in writing per this Article. The Union agrees that neither a steward nor other Union officials shall solicit grievances. If solicitation of a grievance by the steward and/or other Union officials is reasonably substantiated, then the grievance will be deemed null and void and forever bar the grievance.

Section 7. A grievance challenging an employee's discharge for cause may be presented, in writing, directly to the Company's Project Manager and taken up as provided in Step 2 above. No such grievance shall be considered unless submitted within three (3) calendar days from the date of such discharge.

ARTICLE X
SENIORITY

Section 1. Bargaining unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a bargaining unit-wide basis. In administering this Agreement, the principle of seniority shall be a determining factor in effecting layoffs, recalls, promotions, and demotions.

Section 2. The Company shall furnish the Union a seniority list of all employees in the bargaining unit upon request, but not more than annually. Such list is to include the name, classification, latest date of hire, and wage rate of each employee.

Section 3. Seniority shall be canceled and terminated upon the occurrence of any one of the following events:

- 1) Employee quits.
- 2) An employee is discharged.
- 3) An employee fails to return to work within five (5) calendar days of notice of recall given by the Company, by registered or certified mail, and sent to the last known address of the employee.
- 4) An employee is absent without previously notifying the Company, except in cases of extenuating circumstances, as determined by the Company.
- 5) An employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances, as determined by the Company.
- 6) An employee engages in other employment during a leave of absence without obtaining the prior written permission of the Company.
- 7) An employee gives false reason for obtaining or extending a leave of absence.
- 8) Settlement has been made for total disability.
- 9) An employee has retired.
- 10) An employee loses a required security clearance or "condition of employment" qualification or certification including, but not limited to, a Commercial Drivers License (CDL).
- 11) An employee has been in layoff status for more than twelve (12) months or is absent because of sickness or injury or similar cause for more than twelve (12) months.

Section 4. The seniority of employees promoted or assigned to jobs outside the Bargaining Unit shall be frozen at the level obtained at the time of such transfer or promotion, provided Section 3 criteria are met. In the event such employee returns, via an opening in the Bargaining Unit within one (1) year, he shall be entitled to whatever rights and privileges his accumulated seniority, as of the time of promotion or transfer out of the Bargaining Unit, would entitle him.

Section 5. When a job vacancy or new position occurs, the Company shall post a notice of the vacancy for three (3) working days. Any employee interested in such position shall submit a bid notice to the contact listed on the posting, indicating his qualifications and work experience for such position. The Company shall consider those employees who have submitted a bid notice for such position. The senior, most qualified employee who bids will be awarded the job for the shift available (bumping a less senior employee from a previously established permanent shift will not be permitted). An exception may be made in instances whereby an employee is experiencing demonstrable/disciplinary problems (has received a disciplinary suspension during the previous six (6) months and by placing the employee in the position, it may have a detrimental effect on the operations of the Company). The Company shall notify all bidders of its decision concerning the vacancy. In the event no employee signs a bid notice for such position, or if the Company determines that no bidding employee is qualified for such position, then the Company may hire from any source to fill the position.

All employees wanting to change shifts shall provide a list of desired working times to the Project Manager. If a new shift opens, selection will be done by seniority for those shifts listed by the employees and provided to the Project Manager.

Section 6. Any employee who is awarded a job opening shall undergo a fifteen (15) working day trial period to demonstrate proficiency in the new position to which he is assigned. Any employee who is awarded a job opening is expected to be qualified to perform the tasks of such job following initial break-in and instructions and guidance from supervision. If, during the fifteen (15) day trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he shall be returned to his prior position and shall receive the applicable rate for such position. Also, any employee affected as a result of the employee returning to the former position will be returned to their former position.

Section 7. When a reduction in work force becomes necessary, employees shall be retained by the Company, in accordance with the seniority set forth in this Article, and the number of employees within each job classification the Company determines is necessary for the reduced operations. Recall of employees shall be accomplished by the same procedure in reverse. The Company shall give notification of openings for recall by registered or certified mail to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his intent to return to work. A copy of such notice shall also be sent to

the Union. If the Company receives no response within five (5) working days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised, in writing, of his current correct address shall relieve the Company of all obligations indicated in this paragraph.

Section 8. Any employee within a particular job classification who is affected by a layoff within his job classification may bump, based upon bargaining unit seniority, any less senior employee in any like or lower rated job classification, provided the senior employee is qualified for the position. The employee will have fifteen (15) working days to demonstrate proficiency within such classification.

ARTICLE XI ABSENCE FROM WORK

Section 1. Except for illness, injury, or other reasons beyond their control, employees are expected to report for work as scheduled, unless their Supervisor authorizes the absence. Unauthorized absences shall subject employees to appropriate disciplinary action.

Section 2. It is the responsibility of every employee, who for any reason is unable to report for work as scheduled, or who expects to report to work late, to notify their supervisor not later than two hours prior to their shift, of the reasons thereof, indicating when they expect to report to work. Employees absent will make every reasonable effort to notify their Project Manager before their scheduled starting time. It is understood that circumstances beyond the immediate control of the employees may occur where such notification cannot reasonably be made two hours prior to their shift. In such cases, the employee will notify the Project Manager of such absences as soon as possible. In those cases where the employee fails to notify the Project Manager two hours prior to the shift that he will not report for work, or that he will report late, the employer reserves the right to arrange a replacement, and the employee failing to make such notification may be denied work for the remainder of the day. The approval or disapproval of absences claimed as sick leave or annual vacation shall be based on the individual circumstances of each case; however, the Company will not unreasonably withhold approval. Failure to call in (in the absence of mitigating circumstances as determined by the Company) may constitute a basis for discipline, but in no instance shall failure to call in constitute a basis for denying pay to which the employee would otherwise be entitled.

ARTICLE XII

DISCIPLINE

Section 1. The Company has the right to make, post, and enforce rules and regulations for the orderly and efficient operation of the facilities, including rules and regulations set forth by the Government. Copies of all new rules and regulations will be made available to the Union Representative.

Section 2. The Company shall initiate disciplinary action, and where appropriate, the principle of progressive discipline shall be adhered to; however, the nature of the offense may necessitate immediate discipline, up to and including suspension or termination. Generally, the following steps will be taken:

The First Step in discipline will be an oral warning (also known as "counseling"). A record of this warning shall be maintained for a period of one (1) year from the date of the infraction. If, within the one (1) year period, a second infraction of the rules takes place, an employee will receive a written warning, which will carry a reckoning period of one (1) year. If during this reckoning period, an employee is found guilty of another infraction (may be different in specifics from the previous infraction, but a disciplinary infraction nonetheless), the penalty will generally be a suspension of one (1) to five (5) workdays without pay. The reckoning period for a suspension shall be one (1) year. Further infraction during this reckoning period may result in further suspension or termination. Warnings or counselings may be filed for record in the employee's permanent official Company human resources files.

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

1. Drunkenness or under the influence of drugs on the job or when reporting to work.
2. Fighting on the job.
3. Insubordination.
4. Leaving the job without relief or permission.
5. Negligence resulting in major or costly damage.
6. Stealing Company or Government property or using without permission, unless work related.
7. An employee is absent for three (3) days without previously notifying the Company, except in cases of justifiable extenuating circumstances.
8. An employee fails to return to work within five (5) calendar days of notice of recall given by the Company or by Registered or Certified mail.
9. An employee overstays a leave of absence without notifying the Company, except in cases of justifiable extenuating circumstances.
10. An employee engages in other employment during a leave of absence without obtaining prior permission of the Company.
11. An employee gives false reasons for obtaining a leave of absence.

12. An employee loses his clearance or other "condition of employment" certification or qualification, such as a CDL.
 13. An employee has been in layoff status or is absent because of sickness or injury or similar cause for more than twelve (12) months; extension may be granted upon written request.
 14. An employee who causes sabotage, theft, inflicting or the intent to inflict bodily harm on another employee or agent of the Company or other job-related personnel that is not in performance of the job.
 15. Chronic absenteeism.
 16. Sleeping on the job.
 17. A significant safety violation.
- B. Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right, if they so elect, to have Union representation present.
- C. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a steward before leaving the workplace. An employee who is discharged must file, within three (3) working days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.
- D. Nothing in this Agreement shall excuse an employee from complying with lawful directives and instructions issued by the Company. However, this will not negate the employee's right to thereafter grieve such action, if the employee was otherwise entitled to grieve such action.

Section 4. Employees may review their own personnel files maintained by the Company with reasonable notice and prior scheduling with the Human Resources Representative.

ARTICLE XIII HOURS OF WORK

Section 1. The basic workweek will consist of five, eight-hour days.

Section 2. The standard workweek shall be from 0001 Monday to 2400 the following Sunday. The normal workday for full-time personnel shall consist of eight (8) hours per day, and the normal workweek shall consist of forty (40) hours of work per week, Monday through Sunday, inclusive. No provision of this Agreement shall be construed as a guarantee of any specified number of hours for work, either per day or per week.

Section 3. The Company may establish a 24-hour, seven-day week operation if necessary.

Section 4. The Company may for good and sufficient cause (to include Government requirements) change the starting time of the work shift. When circumstances permit, the Company will provide reasonable advance notice to the Union or appropriate Union Steward. In any event, the Union will be notified as soon as possible.

ARTICLE XIV WAGES AND CLASSIFICATIONS

Section 1. The rates of pay for employees within the Bargaining Unit will be those specified in Appendix "A" attached hereto and made part hereof. Wages will be paid bi-weekly on Friday following the close of the payroll period, unless delayed through no fault of the employer. If Friday is a Holiday, payday will be on Thursday, unless delayed through no fault of the employer.

Section 2. The Company shall have sole discretion in determining the number of employees and classifications thereof needed to perform the work covered by this Agreement. This Agreement will not constitute a guarantee of any particular duties within any particular classification. Major changes or additions to existing duties within classifications shall be accomplished through negotiations between the parties.

Section 3. New classifications may be established by the Company to perform work required by the customer. The Company shall have the right to establish a temporary job title and rate of pay to any new classification subject to bargaining a final job title and wage rate with the Union. The Department of Labor "Directory of Occupations" will be the standard for defining job classifications.

Section 4. Current job descriptions covering employees within the Bargaining Unit shall remain in full force and effect and not be amended or changed, except by mutual agreement of the parties.

Section 5. Although employees may expect their work assignment to be in keeping with their regular job classification, the Union expressly recognizes the need for flexibility in the workforce and agrees that an employee in one classification shall not be restricted from doing temporarily the work normally done by an employee in another classification. In the event an employee temporarily works in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his/her normal classification, he/she shall be temporarily promoted to the higher classification and shall receive the higher rate of pay. Employees volunteering to perform work in a classification lower (determined by pay level) than their regular rate of pay and accepted for such assignments by the Company, shall be compensated at the rate for that lower classification. (This does not apply to employees directed to work at the lower

classification by the Company who will be paid at their regular rate, not the lower rate. EXCEPTION: Any employee who serves the dual capacity of Tractor Trailer Driver and Mechanic will be paid at the particular rate for work performed; i.e. will be paid as a TTD when working as a TTD, and paid as a mechanic when working as a mechanic.)

ARTICLE XV DRUG POLICY

Section 1. The Company currently has in place a drug-free workplace policy established in accordance with contract requirements. Both parties recognize the requirement for an employee to be drug free as a condition of employment and continued employment. The Company and the Union are committed to this end to foster safety, productivity, and compliance with Federal, State, and local statutes. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is strictly prohibited in the workplace.

Section 2. In accordance with the Company's Policy and Procedures, all applicants offered employment with the Company must successfully pass a Drug Screen Urinalysis test prior to being hired.

ARTICLE XVI BULLETIN BOARD

The Company agrees to furnish a bulletin board, located in the work area where employees normally check in and out, for the use of the Union for posting of matters relating to Union meetings of non-controversial, non-political nature only. All such notices posted by the Union shall be signed by an authorized Union Representative. The Company will post all job openings on the bulletin board in accordance with this Agreement.

ARTICLE XVII NON-BARGAINING UNIT EMPLOYEES WORKING

Section 1. Work normally and historically performed by Bargaining Unit employees will not be contracted out, or assigned to exclude employees, where such action would adversely affect Unit employees' employment. "Adversely affected," as used in the context of this Article, shall be interpreted to mean: layoff, failure to recall, failure to promote, and the temporary assignment of an excluded employee to work within a classification where qualified employees regularly holding the classification are reasonably available to perform the work. It is recognized by the parties that business reduction situations may occur necessitating a reduction in force. It is not the intent to recall employees for temporary increases in workload that will not support full-time employment. Should such situations arise, the Company may utilize existing personnel to meet peak workload conditions, provided that the Project Manager has authorized the

overtime pay. However, it is agreed that where workload commitments will support recall or employees on layoff, such action will be taken.

Section 2. No Bargaining Unit employee shall be expected to provide training that may allow non-bargaining unit employees to do their job.

ARTICLE XVIII PART-TIME EMPLOYEES

Section 1. A part-time employee is defined as an employee regularly scheduled to work less than 40 hours per workweek.

Section 2. Part-time employees shall receive the same rate of pay as full-time employees.

Section 3. Part-time employees shall receive the same benefits as full-time employees, but on a pro-rata basis.

ARTICLE XIX SUCCESSORSHIP

The provisions of this Agreement shall be binding upon the Company and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment by the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It is the intent of this Article to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current prospective level of wages, benefits, and working conditions derived through good faith collective bargaining, regardless of the identity of the employer organization having jurisdiction over the work of this Bargaining Unit.

ARTICLE XX COMPLETE AGREEMENT

It is expressly agreed and understood that the wages, working conditions, and fringe benefits provided in this Agreement are in lieu of any and all wages, working conditions, and fringe benefits of any kind previously provided by the Company or its predecessor for employees within the Bargaining Unit.

ARTICLE XXI
SUPERSEDING EFFECT OF AGREEMENT

Section 1. This Agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral, or other agreements and/or understandings between the parties, including, but not limited to, agreements or understanding resulting from the past practice of the parties. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth completely in this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any issue included herein or any other issue not included.

Section 2. This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered, or modified in any manner, except by the written agreement of the authorized representatives of the parties hereto.

Section 3. The waiver or any breach of conditions of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all terms and conditions herein. Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties, in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties.

ARTICLE XXII
REPORTING TIME AND CALL-IN

Section 1. An employee who reports as directed at his regularly scheduled starting time, unless notified in advance not to report, shall receive pay for not less than two (2) hours at the straight time base rate. If more than two (2) hours are worked, the employee shall receive pay for actual hours worked. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

Section 2. Section 1 shall not apply when such lack of work is due to an Act of God, sabotage, national emergency, strike or picketing of Company premises, or other circumstances beyond the control of the Company. Also, Section 1 shall not apply if the employee involved reports for work in an unfit condition or is unable to perform said work for some other reason that is of his own responsibility.

Section 3. When work activity is reduced or canceled due to inclement weather, employees required to report or remain on the job will only receive pay for the time worked.

Section 4. Employees who have left the job at the end of their regular shift and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid in accordance with other applicable provisions of this Agreement, but in no event less than the equivalent of two (2) hours regular pay. Hours not worked, but paid in lieu thereof, shall not be considered as time worked for the purpose of computing overtime. Nothing in this Agreement, however, shall be construed to guarantee any specific number of hours of work, or pay in lieu thereof, to any employee who is required to perform overtime work connected to his regularly scheduled shift hours.

ARTICLE XXIII SICK LEAVE

Section 1. Employees covered by this Agreement, who have completed their initial review period, shall accumulate sick leave credits of .39 hours for each week (.77 hours biweekly) of continuous service with the Company. Sick leave may be used, provided proper notification has been provided to the Company. Sick leave may be carried over from year to year, not to exceed 90 hours. The Company reserves the right to require proof of illness for any period of sick leave.

Section 2. Sick leave records will be kept by the Company for each employee covered by this Agreement. Such records will be made available to each individual employee upon request.

Section 3. Sick leave will be retained, but not accrued, during layoff, provided said layoff does not exceed twelve (12) months. Sick leave shall not be paid out to an employee upon termination.

ARTICLE XXIV UNIFORMS

Section 1. The Company shall provide three (3) uniform trousers and five (5) uniform shirts for each employee to wear, which shall be maintained by the employee in a neat and clean condition. These uniforms shall be issued upon an employee's initial hiring and, thereafter, uniforms shall be replaced based on fair wear and tear and reordered at the discretion of the Project Manager.

ARTICLE XXV OVERTIME

Section 1. It is recognized that, from time to time, it may be necessary for the Employer to assign employees to work overtime. The Employer will give advance notice when an overtime requirement is known in advance. Notice will be given not later than noon Friday when the overtime involves Saturday or Sunday work, and not later than the end of the regular shift on the day preceding the day on which the overtime is to be worked when overtime involves the extension of a shift. When the Employer becomes aware of an overtime requirement the same day in which the overtime is to be worked, the employee(s) working the job may be required to work the job. If no employees are currently working the job, volunteers will be sought. If there are an insufficient number of volunteers, the least senior, qualified employee(s) will be required to fulfill the overtime requirement.

Section 2. Overtime assignments are to be made in a fair and equitable manner, based on the employee's classification. Nothing contained herein shall preclude the right of the Company to require a shift worker to work overtime when his relief does not show up. The Company agrees to keep records of all overtime assignments and to make such records available to the Union upon request.

Section 3. Overtime paid on one and one half (1½) times the regular straight time hourly rate shall be paid to an employee in excess of forty (40) hours per week.

Section 4. There shall be no duplication or pyramiding of overtime or premium pay under the provisions of this Agreement. Any such hours compensable under two or more provisions of this Agreement shall be paid at the higher premium rate of the two rates.

ARTICLE XXVI NIGHT DIFFERENTIAL

Section 1. Each employee working between 6:00 PM and 6:00 AM shall be paid, in addition to his regular rate of pay, a 10% of his base pay differential for each hour worked within this timeframe (6PM-6AM).

ARTICLE XXVII VACATION

Section 1. Allowances. The vacation year for eligibility and service credit shall be from employee's Company benefit date to Company benefit date. Upon ratification, for the purpose of application of this section, the seniority date in Memorandum Number 1 will be used as the Company benefit date. Paid vacation for full-time employees will be awarded as follows:

- a) An employee with one (1) year of service, but less than eight (8) years of service, will be awarded eighty (80) hours (2 weeks) of vacation time annually.
- b) An employee with eight (8) years of service, but less than fifteen (15) years of service will be awarded 120 hours (3 weeks) of vacation annually.
- c) An employee with fifteen (15) or more years of service will be awarded 160 hours (4 weeks) of vacation annually.
- d) Employees may carry over a maximum of 40 hours from one benefit year to the next.

Section 2. Pay in lieu of time off. There will be no pay in lieu of time off for vacation. The intent of this provision is to cause each employee to use the vacation awarded for time off. Terminating employees will be paid for all unused-awarded vacation.

Section 3. Scheduling. Vacation requests must be made in writing to their supervisor fourteen (14) calendar days prior to the vacation start date. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on seniority. Vacation may be used in increments of no less than three (3) hours {allows us to settle at 2}.

Section 4. Vacation for part-time employees will be awarded by dividing the total number of hours they worked in the previous benefit year by 2080, then multiplying that percentage result by:

- a) 80 hours for employees with one (1) year of service, but less than five (5) years of service.
- b) 120 hours for employees with five (5) years of service, but less than fifteen (15) years of service.
- c) 160 hours for employees with fifteen (15) years of service or more.

Example: Employee worked 900 hours during the previous benefit year and has three (3) complete years of service. $900/2080=43\% \times 80=34.3$ hours vacation for the benefit year.

Section 5. All vesting of vacation will be in accordance with VIRGINIA state law.

ARTICLE XXVIII
HOLIDAYS

Section 1. Each year, the following ten (10) days are to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Presidents' Day
Veterans' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Columbus Day

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the Federal Government.

Section 3. If an employee is on an approved vacation in a week in which a Holiday falls, time will be charged to Holiday rather than vacation.

Section 4. Based on Government training requirements, holidays may be arranged by mutual agreement.

Section 5. Part-time employees are entitled to prorated holiday pay based on number of hours worked in a week previous to the holiday. If no hours were worked in the week prior to the holiday, pay will be calculated on hours worked two weeks prior to the holiday. Example: Employee works 25 hours the week previous to the week containing a holiday. $25/40$ equals $63\% \times 8 = 5$ hours paid holiday.

ARTICLE XXIX
MILITARY LEAVE

An employee in military service, under the provisions of Federal and/or State law, shall be returned to his job in accordance with those laws. Annual military leave shall be granted to full-time employees, not to exceed seven (7) calendar days, and the Company agrees to pay the difference between military reserve basic pay, excluding B.A.H., special duty pay, temporary duty pay and any travel pay or other allowances received, and the employee's regular base pay, provided the employee has completed twelve (12) months of employment, and the purpose of such leave is to satisfy a currently existing military obligation. The employee must present, to his immediate supervisor, a copy of his military orders, or other certification, stipulating the period of service and submit suitable certification as to the military pay received. There will be no delay in pay as a result of military reserve duty, provided the employee has furnished the required documentation upon return. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

ARTICLE XXX
JURY DUTY

Employees summoned to serve on jury duty will be granted time off, not to exceed the limits of the prevailing state law. The Company shall compensate full-time employees for each regular workday so spent as specified by the governing statute regarding jury duty. If no compensation provision is specified by statute, the full-time employee will receive the difference between gross fees received and the employee's regular earnings that would have been paid for an eight (8) hour shift for a maximum of one (1) day of service. Notice of jury duty must be given to the Company upon receipt of jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

Any employee scheduled to work third shift, when he is called for jury duty, shall not be requested to work the night before he is required to report for jury duty and shall receive payment as outlined above. Employees summoned to jury duty that are released by the Court with less than four (4) hours of service shall return to work.

ARTICLE XXXI
FUNERAL LEAVE

In case of death of a member of the immediate family of an employee, full-time employees shall be granted a maximum of three (3) consecutive days off with straight time pay to attend the funeral of a spouse, children, stepchildren, or parents. The full-time employee shall be granted a maximum of two (2) consecutive day off with straight time pay to attend the funeral of stepparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse, or grandchildren. It is understood that the employee must attend the funeral or services to be eligible for the wage loss reimbursement outlined in this article. In the event all or part of the funeral leave is taken during the employee's personal leave, the day(s) the employee would have otherwise been on personal leave will be considered as funeral leave and such employee shall receive funeral pay for the entitled hours. The Company may acquire proof of death under this Article. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

ARTICLE XXXII
LEAVE OF ABSENCE

Section 1. When it is necessary for employees to leave their duty for the purpose of attending to their personal business, and provided reasonable notice has been given the Company, employees will be granted a leave of absence without pay, provided the absences do not unduly interfere with the efficient operation of the Company. Approval of a leave of absence is at the discretion of the Company. Such leave shall not exceed a

period of six (6) months. The Company shall be under no obligation to any employee on leave of absence, except to return to work in accordance with the employee's seniority. It is mutually agreed and understood that leave will not be granted for the purpose of seeking or performing different employment. All provisions of the "Family Medical Leave Act" shall apply as written. Leaves of absence will not be granted to an employee in order to retain employment while an employee is incarcerated.

Section 2. When it is necessary for employees to leave their duty for the purpose of attending Union business, other than organizational activities, and provided that reasonable notice has been given to the Company, employees will be granted leave of absence without pay. Such leave shall not exceed thirty (30) days, but may be extended for additional time upon written request to the Company, if such further leave is feasible. In no event will Union business leaves be granted to more than two (2) employees in any one month. The Company shall be under no obligation to an employee on Union business leave, except to return to work in accordance with the employee's seniority. An employee granted a leave of absence shall accrue seniority while absent on such leave.

**ARTICLE XXXIII
HEALTH AND WELFARE**

Section 1. The Company will provide each employee the amount of \$2.02 per hour paid to a maximum of forty hours per week, effective **January 1, 2003**. All benefits will be offered in accordance with the Company's cafeteria plan.

**ARTICLE XXXIV
DURATION**

Section 1. This Agreement shall become **effective on the date referenced below in this section, along with compensatory aspects effective on the date referenced in Article XXXIV and Appendix A**, unless otherwise provided for herein, and shall continue in full force and effect until 11:59 p.m., thereafter from year to year, unless either party shall give at least ninety (90) days prior written notice before any expiration date of this Agreement to the other party of its desire to modify or change this Agreement or upon termination of the related Government contract.

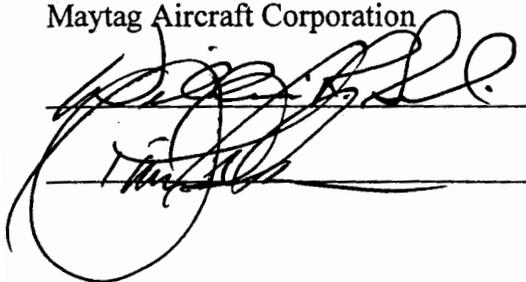
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the hand of its proper officer or officers this 25th day of November 2002.

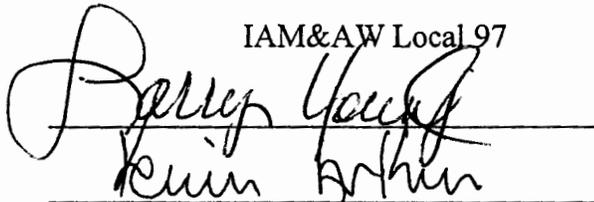
FOR THE COMPANY:

FOR THE UNION:

Maytag Aircraft Corporation

IAM&AW Local 97





Section 2. No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an employee, or group of employees, with the Company, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed, in writing, between the parties hereto, and the same has been ratified and approved by both the Union and the Company.

APPENDIX A

	Current	1/1/03	1/1/04	1/1/05
Computer Operator IV	\$17.17	\$17.38	\$17.90	18.44
Fuel Distribution System Op.	13.84	15.10	15.55	16.02
Truck Driver, Tractor-Trailer	13.31	13.70	14.12	14.54
Mechanic	\$16.79	17.26	17.78	18.31

Designated lead personnel, as designated by the Project Manager, will receive fifty cents (\$.50) per hour above his/her base rate for all hours worked in this lead capacity.