

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DYNCORP INTERNATIONAL LLC – FCF PILOTS

(05-RC-192035)

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 4,

LOCAL LODGE 24

AT

JOINT BASE ANDREWS, MD

EFFECTIVE

SEPTEMBER 1, **2020** through AUGUST 31, **2023**



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PURPOSE OF AGREEMENT

This Agreement, entered into by and between DynCorp International LLC, **Helicopter Maintenance** (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 4, Local Lodge No. 24 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article I, Section 2, of this Agreement, and the Union as their Representatives.

The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement 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. The parties recognize the skills and the abilities of the bargaining unit are unique and distinct in the interest of National Security and are highly skilled and dedicated professionals in supporting the **Helicopter Maintenance** Special Air Missions (SAM) carrying world leaders. NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 GENERAL CONDITIONS OF CONTRACT

Section 1- General Provisions

(A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties understand and agree that this Agreement covers all bargained for conditions of employment, and that the Employer has the right, at its discretion, to change, modify or amend conditions of employment not so covered as its business judgment dictates.

- (C) It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females
- (D) This Agreement can be changed or modified by mutual agreement only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives.
- (E) The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.
- (F) It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all of the provisions of this Agreement.

Section 2 - Recognition and Exclusive Representation

(A) Definition of Bargaining Unit and Employees Covered by this Agreement.

The Company recognizes the Union as the sole exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time regular part-time employees as defined in **(05-RC-192035)** employed by DynCorp International LLC, **Helicopter Maintenance** located at Joint Base Andrews. The word "employee" or "employees", as used in this Agreement, means all

employees of the Company employed at the aforementioned site in job classifications listed in Appendix A of this Agreement and those provided for in Article 8 of this Agreement:

(B) Excluded are all **Site** Managers, Assistant **Site** Managers, Production Supervisors (SAM4), Aircraft Supervisors, including, all aircraft employees already organized, office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

(C) Non-Bargaining Unit Personnel

It is understood and agreed that there are times when non-bargaining unit employees may be required to perform work customarily performed by bargaining unit employees. It is also understood that Supervisors and others will be required to work with tools only to meet requirements under the conditions listed below. Therefore, the Company shall have the right to utilize non-bargaining unit employees under one or more of the following conditions:

- (1) For instruction and training purposes.
- (2) For tests, evaluation and/or experimentation purposes.
- (3) In emergencies as defined by the Company at its sole discretion provided such actions do not result in a layoff or reduction in force. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (4) As required to assist in working a malfunction/discrepancy on a scheduled aircraft that must be corrected expeditiously in order to successfully launch the aircraft when bargaining unit employees with the necessary skills are not immediately available. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (5) In limited circumstances where the satisfaction of the Company's obligation and responsibilities as a contractor may be jeopardized, when bargaining unit employees with the necessary skills are not immediately available. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (6) When an employee fails to report to work and other qualified employees are not available. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (7) Customer Flying Crew (**CFC**) personnel initial or proficiency training requirements.

(8) Third party technicians by the Company or other technicians provided by the Customer that will not result in a layoff or reduction in force.

Section 3 - Period of Agreement and Ratification

(A) This agreement shall be effective September 1, **2020** and shall remain in full force and effect up to and including August 31, **2023**, and thereafter from year to year unless written notice to modify, amend, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date of this Agreement.

* Where not otherwise specified, any reference to "days" in this Agreement shall mean calendar days.

(B) Any notice given under this section shall be deemed to be served by the Union when mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Company's Program Director for service upon the Company, and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand, to the assigned Business Representative, District Lodge No. 4, for service upon the Union. The date of mailing shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for purposes of Section 3 (A) of this Agreement.

Section 4 -Successors and Assigns

In the event the Employer decides to sell, transfer or assign the business, this Agreement will be subject to existing Federal Labor Law.

Section 5 – Separability

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

(B) The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree. Any modification or changes to this agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Section 6 - Strikes and Lockouts

(A) The Union, its officers, agents, representatives, stewards and the employees covered by this Agreement agree that during the term of this Agreement there shall be no strikes, including sympathy strikes, honoring or observance of any picket line(s), (whether or not such picket line(s) is sanctioned by the Union), sit downs, slowdowns, work stoppages or any acts that interfere with the Employer's operations and services it renders. The Union, its officers, agents, representatives and stewards by accepting such provisions has assumed the responsibility of affirmatively preventing violations of this Article. The Employer shall have the right to selectively discipline any employee(s) who violate(s) this provision, up to and including termination, and the union is precluded from arguing disparate treatment. An arbitrator has only

the jurisdiction to decide whether or not the affected employee(s) so disciplined did in fact violate the provisions contained herein.

The Employer agrees that during the term of this Agreement there shall be no lockouts.

(B) In the event of an alleged violation of Section 6(A) of this Article, the Company may immediately apply to the proper United States District Court for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation, pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

In addition to any other remedy set forth in this Article, the Company, without submitting the issue of damages to arbitration, may institute in any Court of competent jurisdiction, an action against the Union for damages suffered by the Company as a result of a violation of this Article. The remedies set forth in this Article are not exclusive, and the Company may pursue whatever other remedies are available to it at Law or equity.

Section 7 - Security Regulations

(A) The parties to this Agreement hereby recognize the Company's obligations in its contracts with the Government pertaining to security, security clearances, and access to Government-managed property, and agree that nothing contained in this Agreement is intended to place the Company in violation of its contracts and/or security agreements with the Government.

(B) In the event that the U.S. Military Service or other Government Agency duly concerned with security regulations or operations on Government-managed property, advises the Company that any employee in the Union bargaining unit is restricted from access to Government-managed property, or restricted from work on or access to classified information and material, the Union agrees that such action as the Company may take pursuant to its contractual and/or security obligations to the Government will not be contested, nor will such action be a subject of the grievance procedure contained in Article 3 of this Agreement.

(C) In the event that such Government Agency following the taking of such action within one year advises the Company that such an employee is no longer restricted from access to Government-managed property or restricted from work on or access to classified information and material, the Company shall promptly reinstate the employee with seniority, to the same job classification held at the time such action was taken, subject to the applicable seniority provisions of the Agreement, if he/she promptly applies for such reinstatement within fifteen (15) days.

(D) It is understood by and between the parties that, as a necessary condition of employment as defined in the Company's offer letter of employment, employees shall be subject to investigation for security clearances, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work. Failure to apply, maintain, or gain a security clearance and/or the denial of required clearances and unescorted entry authorization by such governmental agency will be cause for release from the Company, due to inability to meet job requirements.

In the instance of an initial clearance rejection known as an “interim denial” any employees hired after the effective date of this Agreement will have twelve (12) months from his/her date of hire to obtain his/her security clearance. At which time, if the clearance is not awarded by the proper authorities, the employee will be subject to termination at the sole discretion of the Company. Said twelve (12) month provision may be extended on a case-by case basis.

During the process of a security clearance renewal or periodic investigation as required by the Department of Defense (DOD) or other agencies of the United States government an employee’s clearance is withdrawn, the employee’s employment under the terms of this agreement will continue for up to twelve (12) months provided the clearance is still being processed. In the event that the required clearance is not granted within those twelve (12) months the other provisions of this Article 1, Section 7 will apply. This period may be extended on a case-by-case basis.

It is understood that there shall be no liability on the part of the Company or the Union for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government and/or non-receipt of a required clearance.

Failure for whatever circumstances to meet the above requirements shall not be a cause of action under the Grievance and Arbitration provisions contained in this Agreement.

Section 8 – Nondiscrimination

It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination and harassment which is, or which may become unlawful during the period of this Agreement. To this end, the parties agree to comply with all applicable laws, statutes and regulations concerning nondiscrimination in employment.

Section 9 – Union Security (Agency Shop and Check Off)

(A) All employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.

(B) All employees within the bargaining unit on the effective date of this agreement who are not union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days’ continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days’ continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that month.

(C) Employees who are union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-Laws of the Union.

(D) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency. The Company will within ten (10) workdays, after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or fails to pay applicable agency fees as required by paragraphs A – D of this Article. Any employee so discharged shall be deemed to be discharged for “just cause”. “Good standing” is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.

(E) The Company agrees to deduct from an employee's payroll check, Union dues, initiation fees, assessments, or agency fees for all employees covered by this Agreement, provided that the Union or the employee delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this agreement, whichever shall occur sooner. The Company shall make deductions for each member or agency fee payer from the first pay of such member or agency fee payer each month.

(F) Such payroll deductions referred to in paragraph (E) of this Article shall be remitted to the Secretary Treasurer of the Union the week immediately following the payroll deductions are made. The Company shall furnish to the Secretary Treasurer of the Union monthly, a record of those from whom deductions have been made and the amounts of the deductions. The company shall provide to the Secretary Treasurer of the Union with a listing, on a monthly basis, of all newly hired or laid-off employees.

(G) Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of District Lodge No 4.

(H) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. It is understood and agreed that the Union will save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

ARTICLE 2
UNION - COMPANY RELATIONS

Section 1- Union Stewards

(A) Upon execution of this Agreement, the Union shall promptly furnish the **Program Director**, in writing, the name(s) of the Union Steward(s). Thereafter, the Union shall promptly advise the **Program Director**, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of notification. From among the bargaining unit employees employed by the Company at this location, the Union will designate, and the Company will recognize not more than one (1) Union Steward to serve as the Union's agent in the representation of employees. After notification to the Program Director, the Union will appoint an Alternate Steward (within the assigned work area) who will only serve in the absence of the elected steward.

(B) Except as otherwise specifically provided for in the Agreement, union stewards shall not be compensated by the Company for their duties on behalf of the Union. Compensation shall be governed by the following rules:

- (1) Arbitrations - Each party shall be responsible to compensate their respective representatives and any persons they select to attend such meetings.
- (2) Meetings scheduled at the unilateral request of the Union – the Union shall compensate all attendees from the Union. Such meetings involve steward training, Union Elections, Union Conferences, etc.
- (3) Meetings scheduled at the unilateral request of the Company – The Company shall compensate all attendees from the Union. Such meetings involve:
 - (a) Periodic or special communications meetings called by management for the purpose of communications of Company events, policies or plans.
 - (b) Shop Stewards called in by the Company when requested by an employee to be present for investigations that may result in discipline. When requested by the employee, the Company will notify the shop steward on duty prior to starting the investigation.
 - (c) To discuss safety hazards and/or make safety recommendations to the management of his/her area.

(C) With prior notice to and with permission of the Union Steward's Supervisor and subject to other provisions of this agreement, the Union Steward shall be authorized to meet with employees to respond to requests, complaints, and/or grievances/grievance investigations on Company time. The Company shall be obligated to relieve from duty and compensate at straight time rates the Steward(s) involved in these activities.

- (D) The scope of the Stewards activities on Company time shall be limited to the following:
- (1) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement, complaint, or grievance which the employee desires the Steward to be present.
 - (2) To investigate a complaint or grievance of record before presentation.
 - (3) To present a request concerning this Agreement, complaint, or grievance to an employee's Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - (4) For discussions with Stewards of the authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement.

(E) It is agreed that a Steward may receive, but not solicit, grievances from employees. For the purpose of this agreement, the term "solicit" means the steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this agreement. The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work. Where necessary, the Stewards work schedule or assignment will be adjusted where practical, to allow for time to conduct Company – Union business as specified below:

- (1) The parties agree that the union official as defined in Article 3, Section 1 (B) for the affected employee may attend the grievance meeting. If the employee's Steward is unavailable, a Steward from another Branch may represent the employee in the grievance meeting. It is also agreed that the investigation of grievances is the primary role of the Steward.
- (2) To represent the local Union at Step I, Step II and Step III of the grievance procedure as provided in Article 3, the Grievance Procedure.

Section 2 - Business Representatives and Union Officials

Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards regarding employee Complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations, which will render ineffective the intent of this provision. Prior to entering the Company's operations, the Business Representative shall notify the Program Manager or his/her designee on the date and time he/she will be on the facility. While in Company areas requiring badging, the Union Representative(s) shall be escorted at all times by a Company representative that has been designated by the **Program Director**. The Union Representative(s) must remain in non-work areas unless in the

investigation of a grievance, his/their presence in a non-working area is considered to be essential as decided by the **Program Director**. The failure of any Union Representative(s) to follow the procedures outlined above will be considered just cause to permanently bar said Representative(s) from the premises.

Section 3 - Bulletin Boards and Posting Notices

(A) It is agreed that the Union will be permitted, in each work area, to post on bulletin boards provided by the Company.

- (1) Notices of Union recreational affairs.
- (2) Notices of Union elections and election results.
- (3) Notices of Union appointments.
- (4) Notices of Union meetings.
- (5) Other notices as mutually agreed to by the parties.

Any Company data (i.e. seniority lists, or any Company information that is stamped Proprietary, Confidential, or Company Private, etc.) furnished to the Union needs to be protected as Company proprietary information and cannot be given to outside third parties. Information provided to the Union shall not be duplicated. The Union bulletin board will be secured and locked at all times and the keys to the bulletin boards will be kept in the possession of the Company. The Union Steward for the branch shall also have a key to the bulletin board. Violations of the above will lead to dismissal if the information is released / duplicated to an outside third party by a Union Steward/Employee and permanent disbarment from Company property if released/duplicated by a full-time Union Representative.

The Union will be afforded use of the current bulletin board in Hangar #1; clearly identified as "Union Business" where only Union notices will be displayed. Shop Stewards will have full access to the Union Bulletin Board(s) to post notices in accordance with the provisions contained herein.

Section 4 - Information Provided to the Union

(A) The Company will furnish the Union Business Representative information, as required by law.

(B) In the event of an employee being suspended or terminated, the Company will notify the appropriate Shop Steward **or** Chief Steward **prior to the action**.

ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Definitions

Grievance - The term grievance as used in this Agreement is a claim involving the interpretation, application or claim of breach or violation of applicable provision(s) of this Agreement that the Company or an employee has not been able to adjust. The grievance must identify the applicable provision(s) of the Agreement that is claimed to have breached or violated and the remedy sought.

(A) All references and procedures in this Article which refer to “employee” grievances refer to the Company as well, as the Company also has the right to file a grievance under this Article.

(B) Union Official – The term Union Official as used in this agreement means, Any DynCorp International personnel elected to hold Local Lodge 24 Executive Board positions.

(C) Repeat Grievance- If a grievance has been previously settled and a repeat grievance on the same issue is filed, the repeat grievance will go directly to Step Two.

Section 2 - Grievance Procedure

Step One - The Parties agree that most issues can be successfully resolved by open discussion at the lowest possible level between the employee, the supervisor, and the Site Manager. Any employee with a complaint or issue should contact the appropriate supervisor within seven (7) business days after the employee had knowledge of the alleged occurrence in order to discuss and attempt to resolve the issue. Both parties will make every effort to resolve the issue. The employee may have his/her Union Business Representative and Chief Steward and a Steward and a Union Official and any witnesses deemed necessary by the union who will give firsthand testimony present if desired. The Company shall inform the employee of the right to have a Union Representative present prior to the start of any investigation meeting that could lead to discipline, however no settlement shall be made without the presence of a Union Official or Chief Steward / Steward. If the issue remains unresolved, the grievance shall be reduced to writing by submission of a grievance form.

Any grievance settlements at Step One of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions or a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

Step Two - If the grievance is not satisfactorily settled as outlined in Step One, a written grievance may then be presented no later than seven (7) working days to the Director of Maintenance or his designated representative after notification that the issue was not resolved at Step One. The Director of Maintenance or his designee shall meet with the Union Business Representative and Chief Steward and Grievant and Stewards and a Union official and any witness deemed necessary by the union who will give firsthand testimony in an attempt to resolve the matter. The Director of Maintenance or his designated representative shall render a

written decision thereon within seven (7) working days after said meeting/appeal. If a settlement is reached, it will be reduced to written form and the matter shall be considered closed. If the Director of Maintenance or designee fails to provide a written decision within this time limit, the grievance remedy shall be advanced to the next step of this procedure.

Any grievance settlements at Step Two of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions or a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

Step Three - If not satisfactorily settled as outlined in Step Two above, the written grievance may then be presented to the Program Director or designee no later than seven (7) working days after receipt by the Union Assigned Union Business Representative and/or Union Official of the decision rendered in Step Two hereof. The Program Director and/or designated company representative shall meet with the Union Business Representative and Chief Steward or designee and Grievant and Stewards and Union Officials and any witnesses deemed necessary by the union who will give first hand testimony in an attempt to resolve the matter and render a written decision thereon within seven (7) working days after said meeting/appeal. If a settlement is reached it will be reduced to written form on the grievance form and the matter shall then be considered closed. If the Program Director fails to provide a written decision within this time limit, the grievance remedy shall be advanced to the next step of this procedure.

Any grievance settlements at Step Three of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions or a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

If the parties fail to resolve the grievance as outlined in Step Three, the Union may appeal the grievance to arbitration within thirty (30) calendar days after the written decision of Step Three.

Grievances arising out of a suspension without pay or a discharge shall be submitted directly to Step Three described in Section 2 herein. Should the Union elect to pursue such a grievance, the written grievance signed by the employee must be submitted to the Program Director or designee within seven (7) working days of the effective date of the action. If a written grievance is not submitted to the Program Director or designee within seven (7) working days of the effective date of the action, the right of the employee or Union to grieve the action is waived and no further action can be taken thereon. Such failure to act timely shall not set a precedent binding upon the Union or the Company for future grievances.

It is understood that a Union Official or Chief Steward may file grievances on behalf of the Union's interest under this agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose of the application of a specific article and section of this agreement that has wide bargaining unit effect, the grievance may be filed by a Union Official on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the

grievance shall be consolidated and filed by the Chief Steward on behalf of the group of employees.

(A) If the two parties' representatives are unable to reach a settlement; either party may request a list of qualified arbitrators from the United States Federal Mediation and Conciliation Service within thirty (30) calendar days of the written decision and notify the other party of such request. The request shall be for a list of seven (7) arbitrators. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

(B) It is understood that the time limits specified herein may be extended by mutual written agreement of the parties.

(C) The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances. If no other Agreement on this issue is reached, either party may request an Arbitrator to combine the grievances and the Arbitrator's decision is final.

(D) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step three of the grievance procedures as it is described in Section 2 of this section.

(E) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

(F) It is mutually agreed that should an employee be unavailable to sign a grievance form and deliver it to the Company within the time limits specified in Steps Two and Three of the grievance procedure, the Union may forward the grievance unsigned.

(G) No employee shall be discharged, suspended or otherwise disciplined without just or sufficient cause.

Any employee, who had been discharged, or suspended, shall be granted an interview with his Union Official before he/she is required to leave the premises when practical.

In all cases involving discharge, demotion or other discipline, the employee involved, and the Union Official shall be notified in writing of the action and the reason for such action.

Section 3 – Arbitration

(A) The parties' representatives shall make the necessary arrangements to arbitrate the grievance. In the event the parties' representatives are unable to agree upon the issue(s), the arbitrator shall determine the issue.

(B) The arbitrator shall have the authority to determine the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he authorized in-connection-with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness(es) shall be borne by the respective party.

(C) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement.

(D) The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with oral arguments. The parties shall file post hearing briefs within thirty (30) days of the hearing. The thirty (30) day requirement may be extended by mutual agreement of the parties. Said decision shall be given not later than thirty (30) days after the date the post hearing briefs are received by the arbitrator. It is understood and agreed that a decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties and the employee(s).

(E) The parties will conduct arbitration cases at a location within twenty-five miles of Joint Base Andrews.

ARTICLE 4 SENIORITY

Section 1 - Basis of Seniority and Establishment of Seniority Rights

(A) Probationary Period

All employees shall be considered probationary employees for the first sixty (60) working days of active employment; may be extended by mutual agreement between the Parties. During this period, all new hires will be required to complete a union orientation not to exceed thirty (30) minutes in duration per session. Throughout this period, supervision will evaluate the probationary employee as to such factors as, but not limited to, work habits, willingness to accept varied work assignments and training, safety, productivity, quality of work, attendance, and ability to work with others. Upon completion of his/her probationary period, the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination of probationary employees anytime during the sixty (60) working day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

(B) Company Seniority

For purposes of this Agreement, Seniority of an employee is the length of his/her accumulated service with the Company as defined solely by the Company or its predecessor company.

Company seniority begins on the date the employee was hired by the Company or by a predecessor of the Company, in any job classification provided for in this agreement and represents all accumulated time for which the employee has served as an employee of the Company or a predecessor of the Company.

(C) Bargaining Unit Seniority

For employees covered by this Collective Bargaining Agreement, Bargaining Unit Seniority begins on the date the employee was hired by the Company, at the specific site covered by this CBA, in any job classification provided for in this Agreement representing all continuous service at the site since the inception of the service contract. Bargaining unit seniority represents all accumulated time for which the employee has served as an employee of the Company at the specific Company site governed by this CBA.

For employees hired after ratification of the agreement, Bargaining Unit Seniority begins upon the hire or transfer date to the site covered by this collective bargaining agreement.

When two (2) or more employees have the same seniority date, seniority will be determined by alphabetical order starting with the employee's last name, first name, and if necessary middle name.

(D) Re-entering the Bargaining Unit

An employee who re-enters the bargaining unit within six (6) months from a position taken outside the bargaining unit but within the Company may return to the last classification held,

provided a vacancy is open for that classification and he/she meets the definition of fully qualified as defined in Article 4, Section 2 and has sufficient bargaining unit seniority to return. For purposes of this paragraph, bargaining unit seniority does not accumulate while outside the bargaining unit.

(E) Seniority for vacation eligibility and benefit determination purposes will not be affected by Section 1(D) above. The employee's bargaining unit seniority would be frozen until such time as the employee returned to the bargaining unit within the six (6) month period contained in Section 1(D) above and would accumulate going forward from the date of return.

Section 2 – Application of Seniority

(A) Job openings/vacancies for all positions shall be awarded based on Bargaining Unit Seniority; within classification and qualifications **as determined by Management.**

(B) CONUS TDY assignments shall be made on the basis of a rotating seniority list of volunteers within classification and qualifications. Any employee who has volunteered to be on the list who refuses or cannot be contacted for such an assignment will be moved to the bottom of the list. In the event of insufficient volunteer's assignments will be made in reverse seniority order among those qualified in the applicable classification(s).

(C) Time permitting for CONUS Maintenance Recovery Teams (MRTs) and CONUS Precautionary Landings (PLs) the senior qualified volunteer employee within the classification and qualifications on the then working shift will be offered the assignment.

(D) Based on the number of employees designated by the Company, within classifications and qualifications, employees will be offered in seniority order to volunteer for OCONUS TDYs. This pool will be put into use when all volunteers have received all necessary shots and obtained passports. OCONUS TDY assignments shall be made on the basis of a rotating seniority list of volunteers in the pool within classification and qualifications. Any employee who had volunteered to be on the list who refuses or cannot be contacted for such an assignment will be moved to the bottom of the list. In the event of insufficient volunteer's assignments will be made in reverse seniority order among those qualified in the applicable classification(s) within the pool.

(E) The Company will pay for all shots, passports and any other requirements related to OCONUS TDYs as defined in Article 7, Section 9.

Section 3 -Layoffs and Recalls

When a reduction is required, the affected employee(s) and the Steward will be notified by the applicable supervisors ten (10) working days in advance of such a reduction.

When a reduction is required, the Company will make an effort to notify the affected employee(s) and the Chief Steward by the applicable supervisor 10 working days in advance of a reduction. This advanced notification is subject to the Company receiving advanced notice of the reduction by the Customer.

When a reduction is required, **probationary employees will be laid off first, followed by the least senior employee.**

As an exception to Section 3(c) of this Article 4, when an employee reports within five (5) days in response to recall that he or she cannot report to work within fifteen (15) days due to a temporary disability as documented by a Doctor's note, that employee will be permitted to report to work within thirty (30) days. **All employees returning to work will be required to have completed the pre-requisite hiring process.** During such delay, the Company may recall the next senior employee to perform the work. An employee who refuses such a temporary recall will still be eligible for recall as defined in this Article 4.

Section 4 - Loss of Seniority

Employees shall lose all seniority rights and employment shall cease for any of the following reasons:

- (A) Resignation
- (B) Discharge for just cause.
- (C) Failure to report to work within fifteen (15) calendar days after recall from layoff.
- (D) Absence due to layoff for twenty-four months.
- (E) If the employee fails to return from a Company approved Leave of Absence, within 3 calendar days, unless extended by the Program Director.
- (F) If the employee gives a false reason for a Leave of Absence or engages in gainful employment with another employer during such leave.
- (G) If any monetary settlement is made with an employee covering total disability.
- (H) If an employee falsified information on his/her application for employment. The falsity may become known at any time after the employee's date of hire.
- (I) No call no show for work for three (3) consecutive scheduled workdays, unless extended by the Program Director.
- (J) Failure for any reason, to secure a government clearance in accordance with Article 1, Section 7.
- (K) Refusal to take a drug test directed by the Company, as required by Company Policy.

Section 5 -Seniority List & Seniority Rights

(A) Seniority List

The Company shall prepare and maintain a Seniority List by classification. Bargaining Unit employees shall have access to the list. The Union Steward and Chief Steward shall each be provided an electronic copy of the Seniority List and shall be notified of all changes on a quarterly basis. Monthly, the Company shall provide a list to the Chief Steward with the names of bargaining unit employees who have resigned, who are promoted outside of the bargaining unit and who have gone on a leave of absence. Each employee shall have the right to grieve any error in his/her seniority status. Any Company data including seniority list(s) that is stamped Proprietary, Confidential or Company Private, etc. furnished to the Union needs to be protected as Company proprietary information and cannot be given to outside third parties. Information provided to the Union shall not be duplicated.

(B) A laid off employee will continue to retain and accumulate seniority for twenty-four (24) months. After the twenty-four (24) month period, if the employee is not recalled, he/she will lose all seniority.

Section 6 - Job/ Vacancy Openings

A Job Opening and a Vacancy shall be defined as a need for a person to fill a position that consists of days off, hours of work, crew assignment and work center/Branch.

All job openings will be posted on a posting board **at the Helicopter Maintenance Site** for five (5) working days.

The posted Job Openings/Vacancies will consist of the Job Description contained in this CBA.

Copies of all Job Openings/Vacancies will be given to the Chief Steward.

Any employee can apply for a Job Opening/Vacancy by completing an application form provided by the Company along with a current resume.

Any employee promoted will serve a forty-five (45) workday probationary period during which time he or she may be removed from such a position for failure to meet performance requirements. Halfway through the probationary period, the promoted employee will be given a written evaluation of his / her progress in their new position.

Section 7 - Shop Steward/Executive Board Seniority

To the extent permissible under Law, Shop Stewards and members of the Executive Board employed by the Company shall be given seniority over all employees whom they represent during a reduction-in-force, provided there is full time work in their classification. If there is not such full-time work, the Company will assign such Employee to a position commensurate with his/her skills and experience.

If for any reason an employee ceases to hold one of the specified Union positions and, as a result, no longer has sufficient natural bargaining unit seniority to remain in the classification, the

employee shall be transferred or subject to layoff in accordance with the seniority principles of this Agreement. The Union shall promptly notify the Company in writing when there is a change in the designation of Shop Stewards or members of Shop Committees.

ARTICLE 5 EMPLOYMENT CONDITIONS

Section 1 – Working Conditions

(A) General

The Company agrees to maintain working conditions in all its operations and working establishments in accordance with Federal Law and the laws of the State, County and City of its place of operation.

(B) Safety Rules and Regulations

- (1) Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.
- (2) The Union may assign up to two (2) employees in addition to the Chief Steward as members of the Site Program Safety Committee to participate in the meeting of the Safety Committee and to investigate employee health and safety concerns after notification to their Supervisor and the applicable Site Manager in the area being investigated.
- (3) The Company shall provide emergency first aid kits in each tool room, or work center to care for the employees in case of injury.
- (4) The Company shall notify the applicable Union Steward and or Chief Steward of the employee on the job injuries which occur in a work center within **twenty-four (24) hours** after the injured employee notifies the Company.
- (5) No employee will be disciplined or threatened with discipline or will suffer any change in his/her working conditions as a result of said employee bringing health or safety concerns to the attention of the Company, Union or Government Agencies.
- (6) No employee will be disciplined or threatened with discipline or will suffer any change to his/her working conditions as a result of calling “Knock it Off”.
- (7) **Management will ensure one employee will be trained in CPR and the use of automated external defibrillator (AED)**

(C) Clothing and Safety Equipment

As directed by the Company, no protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment unless first sanitized by the employee.

(D) Acts of Sabotage

Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company property or employee property or materials. To that end, all employees will immediately report to their supervisor any acts of sabotage or willful damage to property or materials, or any threat to sabotage or willfully damaging such property.

(E) Medical Examinations/Tests

Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examination as may be directed by the Company. The Company shall pay for such examination. The Company will select a board-certified physician that will conduct the medical examination. In the event the Company requires a medical examination for the purposes of job requirement for non-probationary employees, the cost of the examination shall be borne by the Employer. When such an active employee loses time from his or her regularly scheduled workday to attend such an examination, that lost time will be paid. When a Company scheduled examination under this paragraph (E) is delayed, the employee will be provided work or pay in lieu thereof pending the receipt of the report of that examination which releases the employee to return to work.

All examinations related to employment, whether requested/directed by the Company, (Medical Exams, Respiratory Exams, Chest X-rays, Physical Exams, Hearing Tests, FAA Medical Recertifications, Customer required testing, License Exams, Passport.) shall be at the Company's expense unless otherwise defined by the Company's new hire Offer Letter. The Company shall make provision for all exams to be taken during the employee's normal or adjusted hours of work. When available and not cost-restrictive, the Company will seek to have on-site testing or reimburse employees for travel required for testing.

(F) On-The-Job Injury

n employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled workday and the day after the injury, unless compensable under Workers Compensation. If the employee's injury is serious enough to preclude his return to work, where necessary, the Company will immediately make available transportation for an injured employee to receive medical treatment.

If available, the Company **may** make available light-duty work assignments during some/all periods of absence for an on-the-job injury. This potential offer is contingent upon: employee qualifications for the work assigned; light-duty work being available; and, the employee's medical restrictions allow the successful performance of the assigned work. The offer for light-

duty assignment may be on a different shift. The decision to offer and the period of light-duty will be by the Program Director and will not be subject to the grievance procedure.

(G) Employee Assistance

(1) Employee assistance support related to substance abuse problems will be established at work sites based on duration of the contract, number of employees assigned to the site, and the availability of local resources.

(2) The company will provide an Employee Assistance Program (EAP). Their (800) number will be posted at each company worksite.

(3) The EAP will provide contacts with local substance abuse counseling agencies and related organizations. The purpose of these contacts will be to obtain assistance in establishing local sources for counseling, education and training, and rehabilitation programs.

(4) Employees seeking assistance will be assured that the strictest possible confidentiality will be maintained at all times regarding their activities.

(5) Employees who voluntarily admit to a drug/alcohol abuse problem will be granted leave without pay to participate in a rehabilitation program and shall be entitled to Short Term Disability Benefits during the leave period. A "Request for Leave of Absence" form will be obtained through Management channels.

(H) Contract Office Representative (COR)/Quality Assurance (QA) Reports

The Company shall not discipline any employee as-a-result of Contract Office Representative (COR) or Quality Assurance reports without the Company investigating the report prior to the issuance of discipline. After receipt of the COR/QA final report (including appeal), the Company will finalize any investigation of the facts within five (5) business days and issue any just disciplinary action. The employee will be offered Union representation before any such discipline is issued.

(I) Medical Leave of Absence

Employees who are on a Medical Leave of Absence, MLOA, due to an on the job injury will not be terminated until after eighteen (18) months from last day worked. All other Medical Leaves of Absences will be six (6) months.

Section 2 –Training / New Technology

(A) Hazardous Material Training

Training and certification for hazardous material handling will be accomplished in accordance with applicable State and Federal guidelines.

(B) New Technology

The Company and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace.

In order that employees can better prepare themselves for the skill requirements of the future and in fulfillment of its obligation to provide information to the Union, the Company will provide notification to the Union full-time Business Representative or his designee of the Company's plans for the introduction of new technology which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology and will identify areas of skill impacts and any training programs, which may be associated with those impacts. The Union and its representatives will protect the confidentiality of Company sensitive and proprietary information disclosed in the notification. The Company will provide employees in the affected classification(s) in the bargaining unit the opportunity to volunteer for the training. If in its sole discretion, the Company decides to provide training, the most senior employee in the applicable classification who volunteers will be selected for training.

(C) Training Assignments

When the Company requires training, the most senior volunteer in the applicable classification will be selected.

(D) Work Assignments

No Employee will be required to work independently on an aircraft or on an aircraft system or on any other equipment or process on which he/she has not been properly trained as determined by his or her training records at the system level.

Section 3 – Employee Records

Documentation of disciplinary action which has expired for the purposes of future progressive discipline as follows, will be removed from the employees' personnel file at Joint Base Andrews:

- (1) Memo for Record: six (6) months
- (2) Letter of Warning: twelve (12) months; if there is no additional offense within that twelve (12) month period.
- (3) Disciplinary Suspension: **twelve (12) months.**

**ARTICLE 6
EMPLOYEE PRIVILEGES**

Section 1-Vacations

(A) Definitions

(1) The term "seniority" as used in this Section, shall be the Company Seniority to which an employee is entitled under the provisions of Article 4 Section 1 of this Agreement.

(2) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employee's base rate of pay excluding shift differential.

(B) Vacation

Employees covered by this agreement shall vest vacation credits on a bi-weekly basis for each creditable workweek based on their length of continuous service.

An employee may carry over vested paid vacation time off up to the maximum balance that is equal to the amount an employee can vest in the year after his or her last anniversary date in which the vacation accrued. Every effort will be made between the employee and his/her supervisor to schedule vacation time as to minimize the amount of carry over hours. In the event that vacation time cannot be scheduled, an employee will receive pay in lieu of paid time off for all vested paid vacation benefits that exceed the maximum that can be carried over.

For employees defined in (05-RC-192035) they shall accrue leave as noted below:

Length of Service	Bi-Weekly Accrual	Annual Hours
(A) 0 – 48 Months	4.30	112.00
(B) 49 – 120 Months	6.16	160.00
(C) Over 120 Months	8.00	208.00

For the purpose of this Article, length of service is defined as continuous service with the Company, wherever employed, and continuous service with the predecessor contractor(s) in the performance of similar work at Joint Base Andrews, MD.

For the length of service, an ‘A’ employee accrues vacation at the **4.30** hours per **pay period** from his/her hire date, “on the contract” without a break in service through four (4) full years; upon celebrating his/her actual anniversary date of four (4) full years of service, an employee becomes a ‘B’ level employee and begins to accrue at the **6.16** hours per **pay period**. Upon celebrating his/her actual anniversary date of ten (10) full years of service, an employee becomes a ‘C’ level employee and begins to accrue at the **8.00** hours per **pay period**.

(C) Scheduling of Vacation

(1) The Company shall endeavor to honor vacation requests as scheduled. If a conflict exists prior to vacation approval, bargaining seniority shall govern, however mission requirements must be met. Once approved, vacation leave will not be bumped for seniority.

(2) Earned vacation may be taken in consecutive weeks or in one (1) week increments, with forty-eight (48) hours of advance notice. Once an employee has submitted a vacation request, the supervisor shall notify the employee in writing within twenty-four (24) hours after submission of vacation request of the approval/disapproval of vacation. Requests for vacation of one (1) day or less may be requested the shift before the shift the employee intends to take the leave. Vacation requests of less than a full day may be requested during an employee's work shift and will be approved or denied based upon operational needs.

(D) Vacation Benefits for an employee who terminates or is terminated, laid off, or who enters the Armed Forces.

(1) An employee who has vested vacation with pay which has not been used at the time he/she terminates, retires, is terminated, enters the Armed Forces, is laid off, or who dies shall receive such pay for such unused vacation as he/she has earned.

Section 2 – Sick Leave

IAW Maryland Healthy Working Families Act 2018 and the Executive Order 13706, all employees shall accrue up to 56 hours of sick leave per calendar year, at the rate of 2.154 hours per pay period. Any previously accrued sick leave, prior to August 31, 2020, will be carried over into the new September 1, 2020 contract year, however employees are only permitted to carryover 64 hours to the following calendar year. For part-time employees, sick time will be accrued based on standard hours each pay period rather than hours worked. There will be no cash value for sick leave if the employee is terminated or resigns from the Company; or, in the event the Company loses the contract.

Section 3 - Military Reserve Training Leave

(A) An employee on the active payroll of the company who is required to engage annually in up to ten (10) days of military reserve training shall be granted a leave of absence for the period of "annual training" (annual training is not defined as the monthly commitment) and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for his normal ten (10) day work schedule. Normal, for the purposes of this section shall mean an eight-hour day work schedule for each day of training at the employee's rate of pay, excluding shift differential.

Section 4 - Bereavement Leave

All employees shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

- (A) Four (4) workdays at the employee's base rate of pay, in the event of the death of the employee's father, mother, spouse, sister, brother, children, grandchildren, **grandparents**, mother in law, father in law, daughter-in-law, son-in-law, and step relationships to include child, mother, father, brother or sister. "Children" includes a foster child who dies while placed in the employee's home by a State Agency. An unpaid leave of absence may be granted if the above four (4) days are insufficient.
- (B) Two (2) workdays at the employee's base rate of pay, in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle. An unpaid leave of absence may be granted if the above two (2) days are insufficient.
- (C) If a member is working an alternate work schedule; ten (10) or twelve (12) hour shifts, bereavement days will cover all hours of the scheduled work shift.

Section 5 - Leaves of Absence

- (A) Leaves of absence up to thirty (30) days without pay may be granted at the sole discretion of the **Site** Manager. Leaves of absence greater than thirty (30) days for a period not to exceed ninety (90) calendar days without pay may be granted at the sole discretion of the Program Director. A request for leave must be submitted on a Request for Leave of Absence form and approved in writing by the **Site** Manager/Program Director prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. In the event an employee protests the **Site** Manager's refusal to grant a leave of absence, the matter will be referred to the Program Director or his designee for final determination. Only the Program Director or his designee may extend a leave of absence.
- (B) In the case of emergency such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, approved by the **Site** Manager and forwarded to the Human Resources Office.
- (C) For good and sufficient reason, the Company may extend the period of the leave. The leave of absence, properly approved, shall not in any way jeopardize the employee's standing with the Company.
- (D) Employees elected or selected to full-time jobs in the local Union or the International Union, which take them from their employment with the Company shall receive leave of absence, without pay, for a maximum of one (1) year.

(E) Leaves of absence without pay will be granted by the Company on two weeks written request of the Union to persons designated by the Union for Official Union business to attend conventions and/or educational training.

(F) The Company will comply with all Federal posting requirements and responsibilities under the Family and Medical Leave Act.

(G) Extended military leaves of absence will be administered in accordance with the Uniformed Member Employment Rights Act

Section 6 – Holidays

(A) Employees shall be granted the following holidays yearly during the life of the Agreement:

New Year's Day
Martin Luther King Jr. Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Good Friday

In the event the Federal Government declares an additional Federal Holiday(s) in addition to the above Federal Holidays, such new Federal Holiday will be granted to the employees covered by this Agreement; only if, the Company receives additional funding for such Federal Holiday(s).

(B) Full pay for **the employee's regularly scheduled workday** at the employee base rate of pay. Fringe benefits for all hours paid shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls or for any day for which holiday pay is due under this Article. **Holiday pay will be for all hours of the scheduled work shift.**

(C) In order to be eligible for holiday pay, an employee must have worked or have been on a vacation or authorized paid leave the last workday before or the first workday after the holiday; except that when the holiday falls on the day before employment or the day after termination, the employee shall not receive holiday pay.

(D) Should any of the above-named holidays fall on a Saturday or Sunday, the day observed by the Federal Government shall be considered the holiday. Should any of the above-named holidays fall on an employee's regularly scheduled day off, the holiday may be observed on the last day prior to, or the first day following the employee's day off. In the event the holiday falls on the employee's scheduled workday the employee may

- (1) Move the holiday to the week before or the week after his normally scheduled days off, or
- (2) Take off the actual day of the holiday

On weeks containing regular Holidays, Management will provide the employees an opportunity to earn the full straight time pay for that week.

The Company reserves the right to require employees covered in this Agreement to perform work on holidays or reschedule holidays in order to meet contractual requirements. When such work is required, employees selected shall be given as much advanced notice as possible.

If one or more of the above holidays occurs while an employee is on an authorized vacation, holiday pay will be substituted for a vacation day.

Section 7 - Rest and Lunch Periods

Based on mission requirements, **FCF pilots will monitor and maintain their rest and lunch periods**. Unpaid lunch periods are not applicable to the FCF Pilots.

Section 8 - Jury Duty

(A) When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to serve as a witness at the request of the Company, the employee shall be paid for those hours for which the individual is absent from the regular work shift, less the fee or other compensation paid with respect to such jury duty. Employees assigned to shifts other than the day shift shall be considered as assigned to the day shift for the purpose of administering this Article. In order to receive pay under this section, work for such reason during the normal 8-hour work day or normal 5-day work week the employee must deliver to the Site Manager the summons calling the individual for such duty within three (3) working days after it is received by the employee.

(B) Pay for such work time lost shall be computed at the employee's base rate of pay and flexible benefit credit but excluding shift differential pay, at the time of absence. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's standard workweek or for hours in excess of the employee's regular scheduled work shift.

(C) An employee must promptly notify his Site Manager of any notice the employee receives to report for jury duty and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, and the compensation paid, excluding transportation allowance. Certification from the court clerk must be obtained and turned into the payroll section for all dates the employee is required to appear.

In no event shall payment under this Article be paid to an employee who is on non-compensatory or approved time off.

Section 9 - Employee Benefits

The benefits provided and/or offered to employees covered by this Agreement are detailed in Appendix B, Benefits, of this Agreement.

Section 10 - Crew Rest

In the event that crew rest hours overlap with scheduled work hours, the pilot will return to the job site once crew rest requirements are met.

ARTICLE 7 PAY PROVISIONS

Section 1 - Wages

(A) Definitions:

An employee's "base rate", for the purpose of this Agreement, shall be the straight time hourly rate of pay applicable to that employee's classification provided for in Appendix A.

Section 2 - Overtime

(A) The Company reserves the right to require employees covered in this Agreement to perform overtime work in order to meet contractual requirements. When such overtime is required employees selected shall be given as much advance notice as possible.

(B) An employee will work no overtime unless the proper supervisory personnel of the Company have authorized it in writing.

(C) When overtime is assigned, employees will be compensated at a rate of one and one half (1½) times their regular rate for all hours worked or traveled in excess of forty (40) hours in their normal pay week, computed on an actual minute basis and adjusted to the nearest tenth of an hour.

(D) Overtime shall be subject to policies established for each Work Center. The parties shall establish overtime policies while keeping the intent of fairness in the distribution to qualified personnel. Employees offered or directed overtime will be documented and the opportunity in and of itself will satisfy requirements for equalization of overtime.

(E) For the purpose of this Section, hours worked includes paid vacation, paid holidays, and paid travel time.

(F) Overtime pay will be computed at the employee's base rate of pay including shift differential.

(G) When an employee is scheduled **and reports** for work on his/her regularly scheduled day off, and such work is cancelled, the employee will receive three (3) hours pay at the employee's base rate of pay.

Section 3 - Hours and Days of Work

(A) The purpose of this article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of work for any period.

(B) The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).

(C) The pay week shall begin at 0001 hours on Friday and end at 2400 hours Thursday except for mid-shift. In the event the Company changes the pay week, the Company will provide its employees and the Union with thirty (30) days' notice.

(D) Forty (40) hours shall constitute the normal week. However, the Company reserves the right to engage, alter, or rotate personnel to work forty (40) hours other than those constituting the normal work week for the purpose of seven (7) day coverage.

(E) Flex Time. The parties agree that work schedules may need to be temporarily altered to meet the needs of employees from time to time. To accommodate absences that are anticipated, an employee may request to alter his/her regularly scheduled hours of work within a workweek. For example, an employee may plan to work two extra hours on Monday in order to leave two hours early for a personal commitment on Tuesday. Work schedule modifications may only occur with notification and approval of the respective supervisor. However, in the event of a bona fide emergency, the employee will notify the Lead Pilot that he/she has to leave immediately. The employee will later notify management as-soon-as possible of the immediate need for leaving and expected return.

Section 4 - Pay Period

(A) Pay checks shall be issued to employees within eight (8) days after the last day of the pay period and shall represent the earnings of the employee from Friday, the beginning of the first week through Thursday the evening of the second week.

(B) Payday will customarily be on Thursday.

(C) In the event the Company accounting department changes pay periods, the Company will provide the Union and its employees a thirty (30) day notice of such a change.

Section 5 - Promotional Increases

When an employee is promoted to a higher paying job classification, his/her base rate will be adjusted to the base rate shown in Appendix A on the date the employee begins work on the new job. **The effective date of promotion will coincide with the beginning of a new pay period or minimally at the beginning of a new pay week.**

Section 6 - Temporary Promotions

Employees who are temporarily promoted to a higher paid job classification will have his/her base rate adjusted to the rate of pay in effect for the higher paid job for all time spent working in said classification. **The effective date of promotion will coincide with the beginning of a new pay period or minimally at the beginning of a new pay week.**

Section 7 - Report Time and Call-Back Time

An employee reporting for work in the absence of notice not to report, or an employee called in to work on one of his scheduled days off, or an employee who is recalled after completing a day's assignment and has clocked out and left the facility, shall receive not less than three (3)

hours pay at the straight time rate of pay except in cases of emergency beyond the Company's control considered to be Acts of God.

An FCF Pilot who is contacted outside of normal hours by a Supervisor or his/her designated representative to answer a work-related question will be paid a minimum of thirty (30) minutes and for one (1) hour if the call exceeds thirty (30) minutes.

Section 8 - Uniforms and Tools

(A) The Company will provide each FCF Pilot with two (2) flight uniforms and one (1) flight jacket and will then replace as determined necessary (based on fair wear-and-tear condition). **At any time, the employee's uniform becomes unserviceable, the employee may present the uniform for replacement.**

(B) Also, the Company will provide reimbursement for a safety boot / **safety shoe** allowance of one hundred fifty dollars (\$150.00) per contract year (**1 January- 31 December**) for the length of this Agreement. The employee must provide proof of purchase to the Site Manager to obtain the allowed reimbursement. **As long as the total yearly reimbursement amount has not been used, the employee may purchase an additional safety boot/ safety shoe; up to the yearly maximum.**

The Company will provide rain gear and/or cold weather gear for employee use on the site.

(C) The Company will provide all work tools required to perform work under this contract. Tools other than Company provided are not authorized in accordance with Customer Policy and Regulations and are strictly prohibited.

Section 9 - Temporary Duty Assignments (TDY)

(A) Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have their transportation provided for by the Company. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. The Company will pay any additional cost for lodging above the rates listed in the JTR, if the employee has obtained approval from the Site Manager prior to incurring such expense. The employee will submit their expense report to include all receipts to the Business Office within five (5) workdays upon return.

(B) If the employee travels by personally owned vehicle (POV) or company provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime.

(C) Employees on TDY assignment will be paid their normal classification rate.

Section 10 - On-Call Pay

When employees are required to be available to respond to any means of communication, (i.e. pagers, cell phones, etc.), for call-in duty they shall be deemed to be “On - Call” and shall receive “On – Call” pay of two (2) hours of base pay if the employee is not required to come in that day. If the employee reports for duty, he/she shall receive normal base pay or overtime if more than forty (40) hours are worked for that pay period.

Section 11 - Duties Not Including Flying

When an employee develops a medical condition that prevents them from safely operating an aircraft or from receiving an FAA Medical Certificate, the employee may be given a temporary light duty assignment if available.

Section 12 - Effective Date of Economic Improvements

All first-year economic improvements in this agreement are effective **January 1, 2021; January 1, 2022; and, January 1, 2023, excluding all employee benefits.**

ARTICLE 8

JOB DESCRIPTIONS

Section 1 - Application of Job Descriptions

(A) The job descriptions included in Appendix E describe typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements do not fit all specific individual work assignments, and the description when written was stated so as to be broad enough to include all variations of work in the classifications.

(B) The Company shall notify the Union of its intention to create a new job which is not now covered under this Agreement or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such a new job or revision of an existing classification provided operational requirements permit. The wage rate for such new or revised job classification shall be established by mutual agreement. Operations shall not be delayed through failure to immediately agree upon a wage rate applicable to such job classification. In the event the parties fail to come to an agreement on the wage rate of a new job, the matter shall be submitted to binding arbitration under the applicable article of this Agreement and the Arbitrator shall have the authority to establish the rate of pay for any new job classification challenged under this Article.

ARTICLE 9 MANAGEMENT RIGHTS

Section 1 – Management of the Business Right to Manage

The management of the business of the Employer and the direction of its employees are the exclusive responsibilities of the Employer and that this inherent right is understood and agreed upon by the Union. The Employer reserves and retains the right to exercise solely and ultimately all its inherent management rights. The sole and exclusive rights of the Employer include but are not limited to the following. All inherent managerial prerogatives reserved by Law to the Employer; to be the sole judge of when work output shall be increased or decreased and to determine standards of productivity and to make time studies. The Employer retains the right to select and direct its workforce; to hire, to set and enforce Company Policy, classify and reclassify positions, reassign, transfer, promote, demote, discipline, suspend without pay or discharge with just cause; layoff, train, recognize and reward performance; the unilateral right to determine the number of hours of each shift or shifts to be worked; the unilateral right to establish and/or change work schedules, work shifts, and assignments for each shifts; to fix or change the work week, the work day, the number of hours of work and the number of shifts; the sole right to assign employees and/or jobs from one ‘work center’ to another, or one classification to another; to relieve employees from duty for lack of work and what it may deem other legitimate reasons; to study, or introduce new, or changed methods of providing service to its customers; to determine qualifications for promotions or demotion; to unilaterally install any security equipment or employee monitoring equipment; the sole right to determine and re-determine job content and/or job duties; to unilaterally determine an employee’s fitness for duty through drug testing; to expand, reduce, confine, or shut down any operation or service or method of service whatever may be the effect on employment; the unilateral right to make and enforce new rules and regulations and change existing rules, regulations and working conditions as the Employer deems necessary for the purpose of maintaining order, safety and health; to take such other measures as are necessary to the orderly efficient and economical operation of its business.

The Employer retains the sole right to determine the extent, means and methods of operations, to determine how many employees are needed and on what operations or jobs they shall work. The Employer shall also have the unilateral right to discontinue, change or combine existing departments; the unilateral right to subcontract out work performed by any department or departments; or to create new departments or provide new services whatever may be the effect on employment; the right to introduce new, changed or improved services and methods of service and the sole right to determine the facts of when a job or jobs may be added or deleted in whole or part, and when they shall cease or whether they shall be filled temporarily or permanently or staffed by temporary or permanent employees.

The parties to this Agreement hereby recognize the Company’s obligations in its contracts with the Government and nothing in this Agreement shall prevent the Company from fulfilling all its contractual obligations whatever may be the effect on employment.

The Company retains any rights, power and authority not covered in this Agreement.

Section 2 – Subcontracting

The Company has the unilateral right to subcontract out work that it is required to perform under its contract(s) with its customer(s) whatever may be the effect on employment. The employees do not have the right to grieve Subcontracting issues through the Grievance and Arbitration provisions contained in this Agreement.

The Union recognizes that the government may at its sole discretion perform any/all of the work performed by the Company if it so chooses direct the work to other contractors instead of the Company, direct the Company to use another Company to perform work under its contract(s), or direct the Company to take action with regard to one or more employees performing the work required under its contract (s) whatever may be the effect on employment. In such cases, the employees do not have the right to grieve through the Grievance and Arbitration provisions contained in this Agreement.

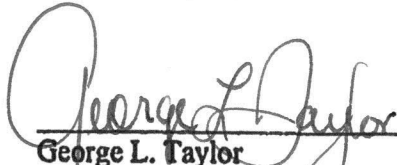
ARTICLE 10 SUBSTANCE ABUSE

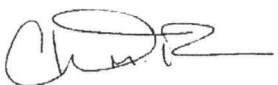
The Company and the Union are committed to providing employees with a drug and alcohol-free workplace. It is our mutual goal to protect the health and safety of employees and to promote a productive workplace. Consistent with this goal the use, possession, distribution and/or sale of drugs, drug paraphernalia and/or alcohol is prohibited.


The Company and the Union agree to comply with and support all Department of Defense contractor regulations/requirements and Appendix F of this Agreement for all employee covered by this Agreement.

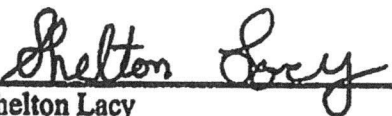
In witness whereof the Parties hereto have caused this Agreement to be exhausted by their authorized agents.

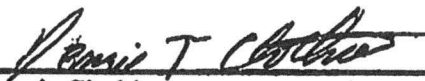
For the Company:

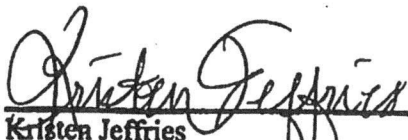

George L. Taylor
Senior Director, Labor Relations


Christine Peyton
Program Director Senior

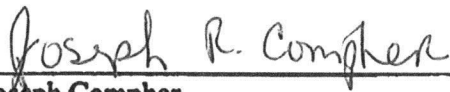

Craig A. O'Neal
Program Director, Helicopter Maintenance

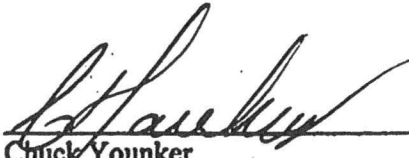

Shelton Lacy
Site Manager, Helicopter Maintenance

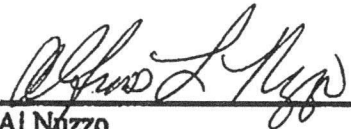

Dennis Clothier
Operations Manager

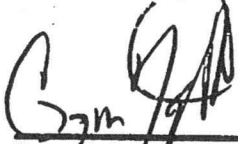

Kristen Jeffries
Senior Business Manager


For the Union:



Joseph Compher
Directing Business Representative, DL#4


Chuck Younker
President, Local 24


Al Nuzzo
Chief Steward, Local 24


Gary Knight
Recording Secretary, Local 24


David Rivaldi
Communicator/Steward, Local 24


Curtis Marshall
DynCorp, FCF Pilot Lead

APPENDIX A

CLASSIFICATIONS AND RATES OF PAY

General Wage Increases are Effective 01/01/2020; 2021; and, 2022.

	Current	1/1/2020	1/1/2021	1/1/2022
FCF Pilots	\$73.57	3.00%	2.75%	2.50%
		\$75.78	\$77.86	\$79.80

When such assignments are made by the Company per Article 4, Section 5 of the CBA, the Lead FCF Pilot will be expected to lead, organize and coordinate daily work activities in the work center. Lead pay will be ten percent (10%) above those FCF Pilots assigned.

APPENDIX B

EMPLOYEE BENEFITS

Section 1- HEALTH & WELFARE BENEFITS

The Company will sponsor and make available to full-time employees, beginning on the first day of employment, Health & Welfare Benefit plans specified in the following paragraphs. The offered Health & Welfare Benefit plans may be modified from year-to-year for cost containment, to improve coverage, legally required or carrier-imposed changes. Part-time employees will receive the cash equivalent of the Health and Welfare benefits specified in the applicable prevailing Wage Determination in lieu of eligibility for Health & Welfare Benefit plans.

Employee contributions will be made through payroll deduction and are effective the dates indicated below.

Annual Enrollment will be conducted each year and Open Enrollment during the hiring process.

SUMMARY OF EMPLOYEE BENEFITS

Bi-weekly employee premium deductions for 2021 are listed below.

The Company and the Union by mutual agreement may modify the coverage provided in an effort to contain cost and improve coverage.

Coverage	Employee Premium - Effective 01-01-2021
Employee, only	\$237.65
Employee + spouse	\$499.07
Employee + child(ren)	\$451.54
Family	\$712.96

MEDICAL - HDHP w/HSA

Employees enrolled in the Preferred High Deductible Healthcare Plan may be eligible to establish a Health Savings Account (HSA). Eligible employees who elect the HSA will receive the Company contribution listed below into their established HSA.

All Company contributions will be deposited bi-weekly in accordance with the Company payroll calendar.

HSA Company Contribution

Effective 1/01/2021

Employee Only

\$38.46 bi-weekly (\$1,000 Annual)

Employee + Dependent(s)

\$76.92 bi-weekly (\$2,000 Annual)

PLAN DESIGN ELEMENT

In-Network Deductibles

Single/Family Annual Deductible

\$2,000/\$6,000

Coinsurance

20 % After Annual Deductible is Met

Inpatient Services

20% After Annual Deductible is Met

Outpatient Services

20% After Annual Deductible is Met

Copays (PCP/Specialist)

20% After Annual Deductible is Met

Urgent care

20% After Annual Deductible is Met

ER Services

20% After Annual Deductible is Met

Out-of-Pocket Maximum (OOPM)

\$6,450/\$12,900

Lifetime Maximum

Unlimited

Out-of-Network Deductibles

Single/Family Annual Deductible

\$4,000/\$12,000

Coinsurance

50% After Annual Deductible is Met

Out-of-Pocket Maximum (OOPM)

\$13,200/\$26,400

Pharmacy

Retail -30 day or Home Delivery -90 Day

20% After Annual Deductible is Met

Generic

20% After Annual Deductible is Met

Preferred Brand

20% After Annual Deductible is Met

Certain limitations may apply, including for example: prior authorization, step therapy, quantity limits.

Vision and Dental Premiums shown will remain the same for the life of the Agreement.

VISION

Tier

Bi-Weekly Employee Premium

Employee

\$2.25

Family

\$6.08

DENTAL

Dental Core Plan

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$10.44
Employee + one dependent	\$20.88
Family	\$31.33

Dental Enhanced Plan

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$19.60
Employee + one dependent	\$39.21
Family	\$58.81

The Company will furnish the following group insurance at no cost to the employee. Employees are automatically enrolled:

- A. Basic Life Insurance in the amount of one (1) times the employee's base annual earnings.
- B. Basic Accidental Death & Dismemberment Insurance (AD&D) in the amount of one (1) times the employee's base annual earnings.
- C. Short-Term Disability Insurance at sixty (60%) percent of base pay with the option of buying-up to seventy-five (75%) percent of base pay.
- D. Business Travel Accident Insurance (BTA)
- E. Employee Assistance Program (EAP)

An employee may purchase and will pay one hundred percent (100%) of the premiums of the following group insurances:

- (A) Supplemental Employee Life Insurance
- (B) Supplemental Employee Accidental Death & Dismemberment Insurance (AD&D)

- (C) Dependent Life Insurance
- (D) Voluntary Accidental Death & Dismemberment Insurance for employee or employee and family
- (E) Long Term Disability Insurance (LTD) at 50%, 60% or 70% of base pay.

Section 2 - FLEXIBLE BENEFIT CREDITS & OPT-OUT CREDITS

The Company will provide each covered full-time employee with the amount of the Flexible Benefits Credits specified below. These credits will be provided on a pre-tax basis under Internal Revenue Code Section 125. Employees may use these credits to purchase coverage for themselves and eligible dependents from any of the Benefit Plans offered under the DynCorp International Health & Welfare Benefit Plan on a Pre-Tax basis unless the desired coverage is only available on an After-Tax Basis, such as Dependent Life Insurance. Any coverage costs in excess of the Company provided credits will be paid by the employees via Pre-Tax payroll deductions. Any excess credits will be paid to the employee as additional taxable income.

- (A) Flexible Benefit Credits
Employees will receive Flexible Benefit Credits listed below based on their Medical Plan Enrollment and Tier of Coverage elected.

Effective 01/01/2021 and subsequent contract years:

Medical Plan Tier	Hourly Flexible Benefit Credit	Maximum Bi-weekly Amount
Employee Only	\$7.20	\$576.00
Employee & Spouse	\$7.20	\$576.00
Employee & Children	\$7.20	\$576.00
Employee & Family	\$8.20	\$656.00

- (B) Medical Opt-Out Credits
Employees who maintain eligible medical benefits outside of the Company offered medical plan, may qualify for a taxable Opt-Out Credit in-lieu-of medical coverage. If both spouses are employed on the contract, one spouse may not enroll in the Company-offered medical plan and his/her spouse be claimed as a dependent while receiving Medical Opt-Out Credits. Employees must (1) Elect the Opt-Out Medical plan option during enrollment and (2) Furnish proof of eligible medical coverage within the initial enrollment period and at the start of each plan year thereafter.

The Medical Opt-Out Credit is **\$7.20** per hour paid up to eighty (80) hours bi-weekly.

- (1) Employees who Waive Medical coverage and/or do not provide proof of other eligible medical coverage, do not qualify for the Medical Opt-Out Credit.

- (2) If an Employee's alternative health coverage ends, the Employee will not be eligible to participate in the opt-out program. The Employee must immediately notify the Employer of any loss of alternative coverage.
- (3) Eligible coverage is NOT from the individual market (either on or off the Market Place/Exchange) and meets the Affordable Care Act (ACA) guidelines of Minimum essential Coverage (MEC).
- (4) Any Opt-Out Credits paid to the employee when not eligible will be repaid to the Company.
- (5) The opt-out program will be managed in a manner consistent with applicable plan documents and federal regulations, including Medicare Secondary Payer Rules.
- (6) Should the transitional relief provided by IRS Notice 2015-87 regarding Flexible Benefit Credits and Opt-Out Credits for Service Contract Act employers end or change, DynCorp reserves the right to amend the Flexible Benefit Credit and/or Opt-Out Credit provisions of this CBA in a manner mutually agreed upon with the Union.

Section 3 – DynCorp International Savings Plan (DISP)

Employees will have the opportunity to participate in the DynCorp International 401K Plan in accordance with the Summary Plan Description. The Company shall contribute to the employees' 401K contributions at the following rates: one hundred percent (100%) match for the first two percent (2%) and then fifty percent (50%) match for the next four percent (4%). Company contributions are vested on a three-year schedule based on years of service as defined by the Plan.

The Company shall continue contributions based on a forty (40) hour workweek while an employee is off work in pay status due to paid vacations or paid holidays.

**APPENDIX C
FCF PILOT ATTENDANCE POLICY**

The Policy utilizes a **twelve (12)** month rolling calendar. Points are assessed as follows:

Tardy/Early Quit*	1 point
Late**	2 points
Absence	3 points
No Call/ No Show***	4 points

When an employee has accumulated the following points, he/she will receive:

6 points	=	Verbal Warning
9 points	=	Written Warning
12 points	=	Suspension 1 day (without pay)
15 points	=	Suspension 3 days (without pay)
17 points	=	Termination

Accountable Absences:

Personal Reasons
Off the Job Injury
Family Illness

Non-Accountable Absences

Personal Illness – Provided a Doctor’s note is provided on the first day returning to work which documents that the employee was too ill to work for all days of such personal illness.

Absences Approved for Family & Medical Leave (FMLA)

Bereavement

On the Job Injury

Jury Duty

Approved Time Off

Vacations

Holidays

Natural Disaster

Traffic Jam which can be documented by the employee to have delayed an employee by more than one (1) hour.

Medical Emergency*****

* Tardy = Not being at his/her workstation ready to begin work within **three (3) minutes** of the appointed start time.

** Late = More than ½ of scheduled hours. One (1) point will be assessed when an employee leaves work without prior approval and does not complete his/her shift. Two (2) points will be assessed if an employee does not complete one-half of his/her scheduled hours including mandatory overtime.

*** No Call = Failure to notify your supervisor within thirty (30) minutes prior to start time. When an employee is absent for three (3) consecutive days without calling he/she will be considered to have abandoned their job and will indicate a voluntary termination.

***** Medical Emergency = Hospitalization to include the immediate family member(s) of the employee. Immediate family members are defined as father, mother, husband, wife, brother, sister, son or daughter. A written notice from the attending physician is required.

***** Employee's tardy solely because of being verifiably delayed at the gates by the military, will not be counted as tardy, and will be allowed to complete the hours of their scheduled work shift.

One (1) point shall be deducted from an employee's total points for every calendar month of perfect attendance. For the purposes of this provision perfect attendance is defined as a calendar month without any attendance points being assessed to an employee.

APPENDIX D INCLEMENT WEATHER

1.1 PURPOSE

DynCorp International is under contract to provide aircraft maintenance in support of aircraft assigned to the 316th WG and 89th AW. The contract requirement of our customer is that this service will be provided 24/7 regardless of weather conditions or emergency civil situations. All contractor services performed under this contract have been identified as essential contractor services in support of mission essential functions and therefore all personnel are considered mission essential. During a natural or civil emergency situation, personnel scheduled for work may be unable to report for work during their assigned shift. In order to ensure that DynCorp International is able to provide services in the event of a weather emergency, natural or civil disaster a policy must be put in place. This policy is written to provide fundamental support to maintain operations during an emergency situation. During a major emergency or disaster, the Management Team will rely on effective communication between DynCorp International, the AW, 316th WG and other corresponding Operations Centers in developing situation dependent plans to support continued flight operations at Joint Base Andrews.

This policy must be known and understood before an emergency occurs. Department heads should take steps to:

- (A) Share this important safety information with all staff annually
- (B) Brief all new personnel
- (C) Keep multiple copies of the policy in accessible locations throughout the organization
- (D) Ensure that managers review the policy quarterly

The Program Director/Director of Maintenance will be responsible for making the determination when to implement this policy.

2.0 APPLICABILITY

This policy is applicable to ALL DynCorp International (DI) LLC, **Helicopter Maintenance** personnel. Employees who cannot report to work after a State declares a state of emergency will not be assessed time and attendance points. An employee who reports to work in the event of a base closure or State declared emergency will be provided with **eight (8) hours of** work on his or her regularly assigned shift. In the event that the Company is prevented from assigning work to employees covered by this agreement as the result of a base closure or State declared emergency, **such time** off shall be paid **up to three (3) occurrences per calendar year**. Article III Section 2(E) of the CBA will be adhered to in this instance to ensure further mission impact does not occur.

3.0 CORE PROCESS

Seventy-two (72) hours prior to a known weather event DynCorp International LLC, ASD Management will meet with IAM Union representatives to ascertain the number of personnel required to maintain mission coverage to include workload of non-flying aircraft; special certifications will also be discussed and the number of personnel with those certifications required for the event. **Twenty-four (24)** hours prior to an event the Program Director/Director of Maintenance will jointly make the decision whether to implement this policy and will reconvene Management and IAM representatives to begin implementation. Upon activation of this policy the Director of Maintenance will coordinate with the 89th MXG/CC to authorize DynCorp International personnel lodging at the Joint Base Andrews Temporary Lodging Facility (TLF) or alternative lodging should TLF be full. Once the authorization is received it will be confirmed that rooms at Joint Base Andrews TLF are reserved; the number of rooms reserved will be for the number of personnel who are scheduled to work during the event. The Director of Maintenance will also coordinate with 89th MXG/CC to insure availability of the base dining facility for DynCorp International. Scheduled personnel will be paid for only the hours that they are at the job site and not for time spent in TLF; if the weather is so severe that the individuals cannot get to the work site either in their POV (should make every effort) or the Pro Super cannot get them from lodging to the work site in the 4 wheel drive company vehicles, the company will determine pay status of individuals not able to get to work from company assigned lodging based on the severity of weather conditions and the details/facts for not being able to get to the work site. Personnel working during the event will work on 12-hour shifts, start and end times to be determined dependent on time the policy is implemented. All personnel determined to be part of the working team for the event **MUST** stay in the lodging provided until the Program Director/Director of Maintenance releases them back to normal shifts when the event is terminated. Personnel scheduled to work during the event **MUST** report for work as scheduled or will receive appropriate disciplinary action(s).

3.1 All other personnel NOT to have been placed on the team scheduled to work through the event will have the option to report to work as normally scheduled or stay home and take LWOP or vacation if they have the vacation on the books to take but must call their Branch Manager at a minimum of 24 hours prior to the event to inform them of what they opt to do. . Any employee who reports to work before or during a base closure or State declared emergency will be offered quarters at Company expense if the employee considers it unsafe to travel home.

4.0 ROLES & RESPONSIBILITIES

The Director of Maintenance will implement this policy jointly with the **Program Director**; upon activation of this policy **the Director of Maintenance** will coordinate with the 89th MXG/CC to authorize DynCorp International personnel lodging at the Joint Base Andrews Temporary Lodging Facility (TLF) or alternative lodging should TLF be full. Once the authorization is received it will be confirmed that rooms at the Joint Base Andrews TLF are reserved. The Director of Maintenance will also coordinate with 89th MXG/CC to ensure availability of the base dining facility for DynCorp International. The Director of Maintenance will jointly with the Program Director determine when operations under this policy will cease

4.1 Site Manager/ Assistant Site Manager will have a list of personnel who will be working during the event and where each person will be staying in lodging. **Site Manager/Assistant Site Manager** will also notify **Pro-Supers** that the plan has been implemented and will serve as the focal point for the event. As soon as possible after the operations return to normal the **Site Manager/Assistant Site Managers** will begin a timely and comprehensive assessment of the effectiveness of the Inclement Weather Policy with the team of personnel. To utilize lessons learned, what worked, what didn't work to revise and improve operations under this policy and then brief the **Program Director** and Director of Maintenance on their findings and suggested amendments to get concurrence before amending this policy.

APPENDIX E

JOB DESCRIPTIONS

POSITION TITLE: **Pilot, Functional Check Flight**

WORKCENTER: Helicopter Branch

SUPERVISOR: **Site Manager**

DUTIES AND RESPONSIBILITIES:

Responsible for performing test flights and demonstrating aircraft proficiency upon completion of aircraft maintenance or modification on UH-1N helicopters. Determine in accordance with publications and procedures the airworthiness of aircraft prior to release for flight. Performs troubleshooting procedures of aircraft on the ground and during flight and makes appropriate write-ups or gives verbal instructions to correct deficiencies. Performs recovery flights and ferries aircraft to additional sites, such as depots. Verifies forms and records used in the performance of maintenance to ensure they comply with work prior to ground or flight checks. Runs-up aircraft for alert status, performs test on modifications, and functions as a member of Maintenance Recovery Teams when an operational check or test flight is required. Night sorties or IFR shall only occur on recovery, training or ferry flights. Deploys when required to support mission requirements when maintenance test flights are anticipated. Flies with military aircrews and provides instruction **in FCF (functional check flight) procedures, in accordance with PWS Requirements**. Interprets meteorological data as it pertains to filing a flight plan for navigational course of flight needed for a sortie and files a flight plan for all flights using authorized processes. Capable of computing and annotating weight and balance logs for the aircraft. Have a working knowledge for operating navigational and communication equipment installed on the aircraft. Able to pass flight proficiency examinations by the military authorized examination agency. Performs other duties as required.

QUALIFICATIONS

Must meet the training and qualification requirements of **all applicable technical data**. Must possess a Top-Secret Security Clearance. Must possess a valid FAA commercial pilot certificate with rotorcraft and instrument ratings. Must have satisfactorily completed a proficiency check within the previous **17** months. Must have proof of graduating from either: US Army UH-1 Maintenance Test Pilot Course; USAF Functional Check Flight Certifications; **other military equivalent course/certification**; FAA test flight program in the UH-1 or commercial equivalent. Must possess or be able to attain a current FAA Medical Certificate Second Class. Must have a minimum of 1,500 hours first pilot with 500 hours experience in helicopters of which at least 300 hours must have been in the UH-1 or commercial equivalent prior to performing functional check flights (UH-1N preferable). Must be able to work varied weekly schedules driven by maintenance test flights and other operational requirements. Must have demonstrated communication skills, both oral and written. Must be fluent in the English language.

APPENDIX F

ALCOHOL AND DRUG-FREE WORKFORCE

1. In order to implement and maintain a drug/alcohol-free workplace, medically approved drug and alcohol screen tests will be accomplished under the following circumstances:
 - a) Random/Unannounced - One hundred percent (100%) of employees covered by this Agreement will be required to submit to drug and alcohol testing on a random basis. Employees covered by this CBA will be included in the pool of employee's subject to random, unannounced testing. The selection of employees for random testing will be conducted through the use of a blind random number generator or other neutral selection process and will require no less than two percent (2%) of the entire represented workforce be tested monthly, not to exceed thirty-five percent (35%) annually. When an employee is selected for random testing, the employee will be notified and be scheduled within twenty-four (24) hours. An employee whose random drug test is deferred by the Company will be subject to an unannounced test within sixty (60) days.
 - b) Post-Accident/Incident – An employee involved in an accident or incident will be drug and/or alcohol tested. An accident or incident is defined as resulting in injury to personnel and/or damage to property and/or equipment. **Only those employees directly related to the incident, as determined by management, will be tested.** No employee will be permitted to drive to a post-accident drug/alcohol test. The employee is required to submit to testing within two (2) hours of the incident. The employee will be escorted to the Company-approved medical testing facility by his/ her manager or designee. **An employee testing negative will suffer no loss of pay, including overtime.**
 - c) Reasonable Suspicion/Cause – In the event a member of management determines there is reasonable cause to believe, based on observation, that an individual is impaired. If circumstances permit, a second member of management will verify reasonable suspicion/ cause. No employee will be permitted to drive to a reasonable suspicion drug/alcohol test. The employee is required to submit to testing within two (2) hours of the management decision that testing is required. The employee will be escorted to the Company-approved medical testing facility by his/ her manager or designee. **An employee testing negative will suffer no loss of pay, including overtime.**
 - d) Other testing as required by government contracts and/or rules and regulations of federal government agencies will be conducted under applicable terms and conditions.
2. Employees are expected to cooperate fully during drug and alcohol tests. Refusal of a test, refusal to sign the consent form or testing positive will result in disciplinary action up to and including termination. The employee will be advised that the drug and alcohol test are

mandatory, not voluntary. The employees will sign the Company's Drug Testing consent form prior to testing.

During an alcohol/drug test the employee will be required to provide biological specimens. All testing will be conducted by a Company approved medical testing laboratory, or a designated Company-certified representative, with split sample integrity and chain-of-custody procedures in place to ensure proper specimen collection and handling security. Tests conducted at other facilities will not be acceptable. Any test sample result that comes back positive will be re-tested to verify the accuracy of the results. The employee testing positive may, at his/her expense, request a re-test of the same sample at a second laboratory approved by the Company. Should the second test conflict with the first, a third laboratory selected and paid for by the Company will test the sample. Results of the third laboratory will be final.

Test results will be held in strictest confidence and will be revealed only to Corporate MRO management and human resources staff on a strict need-to-know basis.

Under no circumstances will an employee suspected of being under the influence of alcohol or an illegal drug be permitted to operate a vehicle. An employee who is required to take a reasonable suspicion or post-accident drug/alcohol test will be provided transportation home after the test and suffer no loss of pay **based on a negative test result.**

3. Where employees are found to have tested positive on a drug and/or alcohol test for random testing, reasonable suspicion and post-accident/incident, the employee will be immediately terminated.-An employee who has tested positive for alcohol **or drugs** and successfully completed a rehabilitation program and returned to work must agree to be subject to unannounced testing at the Company's discretion for a period of one year. If an employee tests positive in a subsequent drug/alcohol test following rehabilitation, their employment will be terminated without recourse. Upon initial screening if test indicates positive, the sample will be confirmed by GC/MS.

3. Employees who voluntarily admit to a drug/alcohol abuse problem prior to **having been selected for random testing**; apprehension; arrest or charge of substance abuse; or, a positive test result may be granted up to thirty (30) days leave without pay to participate in a rehabilitation program. Leave will be granted up to thirty (30) days. These employees may avail themselves of the Company's Employee Assistance Program. Management approval will be obtained by use of a "Request for Leave of Absence" form. This leave without pay will be granted only if the employee also agrees to participate in a voluntary drug testing program after returning to work. A positive test will subject the employee to immediate dismissal. The leave will be granted only once during an individual's employment with DynCorp International.
4. In compliance with the Omnibus Drug Bill, employees are required to notify the Company of any drug abuse conviction within five (5) days after such conviction. In turn, the Company is required from the employee or from some other source. Failure of an employee to provide the required notice within the specified time frame will subject the individual to immediate termination.

If an employee receiving a drug abuse conviction has a security clearance, it will be immediately cancelled, and an adverse information report will be sent to DISCO as required by the DoD industrial security manual.

APPENDIX G DISCIPLINE GUIDE

<u>Violations</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
1. Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services	Written Warning	3 Day Suspension	Discharge	
2. Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Warning	Written Warning	3 Day Suspension	Discharge
3. Violating safety, fire housekeeping, or health regulations or prescribed safety and health practices.	Written Warning	Written Warning	3 Day Suspension	Discharge
4. Unsatisfactory quality or quantity of work.	Written Warning	Written Warning	3 Day Suspension	Discharge
5. Violating assigned work scheduled by:				
a. Tardy / Early Quit	See Attendance Policy	See Attendance Policy	See Attendance Policy	See Attendance Policy
b. Late/Leave Work Early	See Attendance Policy	See Attendance Policy	See Attendance Policy	See Attendance Policy
c. No Call/No Show	See Attendance Policy	See Attendance Policy	See Attendance Policy	See Attendance Policy
6. Loafing, loitering, or hiding; leaving the workstation without supervisor's permission for reasons not connected with performance of job.	Written Warning	3 Day Suspension	Discharge	
7. Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Warning	3 Day Suspension	Discharge depending on severity of violation	
8. Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	3 Day Suspension	Discharge Depending on severity of violation	
9. Operating vehicles, aircraft, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Warning	3 Day Suspension	Discharge	
10. Leaving contractor assigned facilities during working hours without authorization.	See Attendance Policy	See Attendance Policy	See Attendance Policy	See Attendance Policy
11. Performing work on personnel property within areas or buildings assigned to the Company unless approved by the Division Manager.	Written Warning	3 Day Suspension	Discharge	

12. Performing other work or activity which interferes with the employee's attendance or performance of Company duties or is considered a conflict of interest by the Company.	3 Day Suspension or discharge dependent on severity of Violation	Discharge		
13. Willfully altering, defacing, mutilating, abusing, destroying or wasting government, Company, civilian or other employee's property, facilities, records or equipment.	3 Day Suspension or discharge dependent on severity of Violation	Discharge		
14. Knowingly clocking another employee's timecard, altering timecard, or having one's timecard clocked by another employee.	3 Day Suspension or discharge dependent on severity of Violation	Discharge		
15. Negligence or carelessness resulting in or contributing to loss, damage or destruction to Company, government, civilian, or other employee's property; or causing substantial rework; or contributing to critical, or safety of flight, discrepancies.	3 Day Suspension or discharge dependent on severity of Violation	Discharge		
16.. Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
17. Theft, attempted theft, or unauthorized removal of property of other employees, the Company, the government or others.	Discharge			
18. Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
19. Insubordination.	Discharge			
20. Unauthorized absence of three consecutive working days	Discharge			
21. Any conduct that brings discredit to the Company	Discharge			
22. Sleeping on duty.	Discharge			
23. Attempting to or deliberately restricting output while on duty.	Discharge			
24. Falsification of personal or other Company or contract related records.	Discharge			
25. Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company or customer records or information.	Discharge			
26. Deliberate falsification of facts to management, or any other form of dishonesty.	Discharge			
27. Violation of the Company policy on Drug Free Workforce and Workplace	Discharge			
28, Excessive absenteeism	See Attendance Policy	See Attendance Policy	See Attendance Policy	See Attendance Policy
29. Unsatisfactory leadership skills and or interpersonal skills.	Written Warning	3 Day Suspension or Demotion	Discharge	
30. Failure to comply with CBA appearance standards.	Written Warning	Written Warning	3 Day Suspension	Discharge
31. Misuse of Government or Company equipment or material.	Written Warning	3 Day Suspension	Discharge	
32. Violation of tool control programs or other safety related programs and including FOD control programs.	Written Warning	3 Day Suspension	Discharge	