

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DYNCORP INTERNATIONAL LLC – T-6 COMBS PROGRAM**

**AND**

**IAM&AW, DISTRICT LODGE 4, LOCAL LODGE 4**

**FOR THE**

**T-6 COMBS BARGAINING UNIT**

**At**

**PATUXENT RIVER NAVAL AIR STATION**

**September 1, 2015 through August 31, 2018**

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## **PREAMBLE**

This agreement has been entered into by and between DynCorp International, LLC - T-6 COMBS Program located at Patuxent River Naval Air Station, Maryland, hereinafter collectively referred to as the "Company", and the International Association of Machinists and Aerospace Workers, District Lodge 4, Local Lodge 4, hereinafter referred to as the "Union".

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.

## **ARTICLE 1—INTENT AND PURPOSE**

**Section 1.01** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the government contract covered by this Agreement.

**Section 1.02** It is the intent of the parties to provide for the efficiency of the operations and maximum production of the employees under methods, which further the safety of all affected parties, and the continued employment, hours of work, compensation, and working conditions, as contained herein so that operations will 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 the Government.

**Section 1.03** It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.

**Section 1.04** The Union recognizes that the Company is a contractor to the U.S. Navy and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a Government contractor. The Union and the Company agree to comply with the requirements that the U.S. Navy may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts if deemed necessary.

## **ARTICLE 2—MANAGEMENT RIGHTS**

**Section 2.01** The Company shall retain the exclusive authority, rights and powers to manage its business and direct the working force. Such authority, rights, and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for just cause (including suspension and discharge); determine work schedules and the starting and quitting time; the number of hours and shifts to be worked; the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business, or any part thereof; to discontinue its business in whole or in part; to sell or dispose of all or any part of the business; to introduce new or changed methods; to determine the means of service or production; and to otherwise generally manage the operations and direct the working force. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to the Company.

**Section 2.02** Except as expressly modified by a specific provision of this Agreement, or except as such rights are specifically relinquished herein, all rights, powers or authority which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to constitute or create any implied limitation on the Company's authority, rights, or powers.

## **ARTICLE 3 —UNION RECOGNITION**

**Section 3.01** The Company recognizes The International Association of Machinists and Aerospace workers, AFL-CIO, Lodge 4 (certified by the National Labor Relations Board in Case# 5-RC-16483, (September 22, 2010), as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by this Agreement in the job classifications listed in Appendix A.

**Section 3.02** The Company acknowledges the Union's rights specifically designated by the terms of this Agreement. As the employee's representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company, to support its efforts to assure a fair days work by each employee, to cooperate in combating all practices which decrease efficiency and to maintain standards of quality and service.

#### **ARTICLE 4—UNION BULLETIN BOARDS**

**Section 4.01** The Company will provide one (1) bulletin board (or part of) for the Union to post official business of the Union. Legitimate union notices are defined as:

- A. Meeting notices
- B. Official union election results
- C. Notices of union appointments
- D. Union social events
- E. Union educational material
- F. All notices not listed above must be approved by the Site Manager/Supervisor or designee.

#### **ARTICLE 5— INFORMATION TO BE PROVIDED TO THE UNION**

**Section 5.01** Information to be furnished by the Company upon request of the Union shall be:

- A. A list of employees showing pay rates, classification, dates of hire and shifts.
- B. The current mailing address for all employees in the bargaining unit.
- C. Upon hiring an employee, the Company, within seventy-two (72) hours of the commencement of his employment, shall notify the Union, and provide information as per above.
- D. Insofar as is practicable prior to the date of layoff, the anticipated date, the approximate size, and the probable occupation affected.
- E. Any other information as provided by law

#### **ARTICLE 6—SAVINGS CLAUSE**

**Section 6.01** Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement as such rules, regulations and orders currently exist or as modified during the terms of this Agreement.

**Section 6.02** Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

#### **ARTICLE 7—COVERAGE**

**Section 7.01** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns (collectively, "successors"). The Company shall notify the Union prior to any change in ownership.

#### **ARTICLE 8—ALTERATION OF AGREEMENT**

**Section 8.01** No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

**Section 8.02** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

#### **ARTICLE 9—ABSENCE FROM WORK**

**Section 9.01** Employees shall not leave work prior to completion of their scheduled hours without prior permission from their supervisors.

**Section 9.02** Employees shall not be absent from work without prior permission from their Supervisor, except in cases of illness, injury or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action up to and including termination.

**Section 9.03** It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the Company of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be at least one (1) hour prior to the start of the shift.

**Section 9.04** Should an employee not have proper cause for failing to report for work or failing to report on time or for failing to report the reason, such failure shall be considered cause for disciplinary action.

## **ARTICLE 10—STRIKES AND LOCKOUTS**

**Section 10.01** It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies that have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- A. The procedure provided for herein, for the settlement of grievances arising under this Agreement will serve as the means for settlement of disputes that may arise between the parties. However, nothing in this section, or any other section of this Agreement, limits the right of either party to seek and receive legal and equitable relief in the event of breach of the no strike – no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work or picketing (other than legal informational picketing).
- B. The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, or picketing or any other action which would interfere with any of the operations of the Company.
- C. Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to such other disciplinary actions as the Company may unilaterally consider appropriate. Such disciplinary action shall be subject to the grievance and arbitration procedure.
- D. In the event of a violation of this article, the Union (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:
  1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any such prohibited conduct.
  2. Immediately notify all employees, in writing, that such prohibited conduct is in violation of the Agreement.
  3. Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
  4. Make every reasonable effort to have employees cease such acts as prohibited.
- E. The Company agrees that it will not engage in any lockout of employees during the term of this Agreement, providing the Union is in full compliance with the provisions of this Article.

## **ARTICLE 11—SENIORITY**

**Section 11.01** Seniority is based on continuous service at Patuxent River NAS, working on the T-6 COMBS Program that would receive their seniority date from their continuous date of hire. Seniority is bargaining unit wide and not Company specific. Any employee hired into the Bargaining Unit would have their seniority date established as their date of hire on the T-6 COMBS Program at Patuxent River NAS. Employees transferring into this contract who have continuous service with their Company, will retain their Company date of hire for vacation and fringe benefits, but would establish their seniority date on this contract as their date of hire on the T-6 Program at Patuxent River NAS, for all other purposes.

**Section 11.02** A new employee or those rehired after a break in continuous service as defined in Section 11.03 shall be in a probationary status until they have completed ninety (90) calendar days from the most recent date of hire. During this period the Company may transfer, layoff or discharge such employee at will and such action shall not be reviewable through the grievance procedure. After ninety (90) days, the employee will be placed on the seniority roster and his seniority date will revert to the original hire date. Seniority order for employees with common hire dates will be determined by the social security number with the lowest last four digits being the most senior.

**Section 11.03** Loss of seniority will result under the following:

- A. Resignation or quit
- B. Retirement
- C. Discharge for just cause
- D. Failure to return from a leave of absence
- E. Layoff in excess of six (6) months;
- F. Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification within forty-eight (48) hours after verifiable receipt of such recall notice, and the employee's return to work within fourteen (14) calendar days following the receipt of such notice, if recall is accepted by the employee.
- G. Transfer or promotion out of the bargaining unit in excess of ninety (90) calendar days, excluding temporary foreign or domestic assignments.
- H. Absence from work for three (3) consecutive working days with no contact with the Company, unless excused by the Company.
- I. Acceptance of employment with another employer while on an approved leave of absence.

**Section 11.04** The Company will post a seniority list once every six (6) months (twice a year). The list will show each employee's name, hire date and classification. Any protest must be filed within ten (10) days of such posting. The Company agrees to provide the Union with an updated seniority listing whenever there is a change in the existing seniority list.

**Section 11.05** When reducing the workforce, the Company will lay off by classification in reverse order of seniority. The most junior employee in the affected classification is laid off first. Affected employees may bump the least senior employee in a lower classification provided they possess the ability and qualification to perform the duties of the lower classification. An employee replacing another employee as a result of a bump must be able to perform the job with normal orientation but without training. Employees who bump to a lower classification will receive the hourly rate of such lower classification. The last employee laid off will be the first recalled.

**Section 11.06** The Company will notify the Union and the employees affected of pending layoffs at least five (5) work days prior to layoff, if possible to do so. Employees' use of the bumping provision of Paragraph 11.05 will not delay the effective date of the layoff. Affected employees will be given a layoff notice and will be responsible for notifying the Company of their current address or any address change.

**Section 11.07** Whenever two (2) or more employees have the same seniority date as herein provided, first it will be determined if any of the involved parties have an anniversary date from other Company contracts reflecting uninterrupted time of service prior to transfer into NAS

Patuxent River, T6 COMBS program. If so, this date will be utilized to determine the senior party. Otherwise, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the least seniority for tie-breaking purposes.

## **ARTICLE 12—PROMOTIONS, BIDDING/TRANSFERS**

**Section 12.01** When a job vacancy covered by this Agreement occurs, the vacancy shall be posted for three (3) workdays.

**Section 12.02** Bids must be in writing and presented to the Site Manager/Supervisor or designee who will affix the date and time to validate a timely filing. Bids received after the closing date will not be considered.

**Section 12.03** Due to the nature of the contractual work to be performed, employees may be brought in from other locations to perform specific short-term assignments as the need arises not to exceed ninety (90) calendar days, so long as there are no employees in the classification on layoff who are qualified to perform the assignments. Such action shall not cause the layoff of any employee within the classification in the bargaining unit who is qualified to perform the work. The Company will meet with the Union and inform them of the reasons such actions are necessary.

**Section 12.04** The employee awarded the bid will be notified and will report for work on the new job as of the effective date stated by the Company. In making such selection, consideration shall be given to such qualification factors as ability, performance and skill. If ability, performance and skills are equal, seniority shall prevail in layoffs/ promotions. Bids will normally be awarded within fifteen (15) workdays of the bid closing.

**Section 12.05** A bargaining unit employee who bids and is promoted or transferred and fails to satisfactorily perform the duties of the new job within a period up to sixty (60) workdays, (unless extended by mutual written agreement of the parties) will be returned to the position last held prior to the award of such promotion, provided the position has not been abolished.

## **ARTICLE 13—SHOP STEWARDS**

**Section 13.01** The Company agrees to recognize one Shop Steward and one alternate duly authorized by the Union to represent those employees covered by the terms of this Agreement on each shift. The Alternate Steward will be authorized to perform steward duties only in the absence of the Shop Steward.

**Section 13.02** The Union will notify the Company in writing stating the names of the Stewards. Any subsequent changes of Steward will not be recognized by the Company until official notice is received from the Union.

**Section 13.03** Subject to other provisions of this Agreement, the Company will authorize for one Steward, reasonable and necessary time off from work during straight time work hours without loss of pay or benefits to permit the Steward to carry out his/her responsibilities under the grievance procedure to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonably interfere with the Company's obligation to the customer or the assigned work duties of the Steward or the employee involved. The Union will ensure that the Steward engages only in those activities which are authorized by this Agreement. Instances of alleged abuse or misuse of time by the Steward shall be brought to the attention of the Union, which shall take the action necessary to correct the problem.

**Section 13.04** Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Steward shall request permission from the Site Supervisor to leave his/her work assignment. The Supervisor's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time, which shall normally be no later than the end of the work day, at which time the Steward can contact the employee.

Time requested by management for participation of a Steward in meetings or other activities shall not be charged against the time allocated in 13.03 above.

**Section 13.05** The scope of the Steward's activities on Company time shall be limited to the following:

- A. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- B. To investigate an alleged grievance or a grievance of record before presentation to the supervisor.
- C. To present an alleged grievance or a grievance to the Site Supervisor in an attempt to settle the matter.
- D. To meet with the supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

- E. To attend a meeting when requested by an employee who has reasonable belief that such meeting may result in discipline.

**Section 13.06** It is agreed that the Company shall not be required to pay an employee for any time away from work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.

## **ARTICLE 14—VISITATION**

**Section 14.01** Representatives of the Union shall, upon notification through the Steward of the Bargaining Unit or by direct notification by the respective representative, be admitted to the site by the Company during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances or disputes provided that such activities shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. All Union representatives shall comply with the security regulations as required of all visitors.

## **ARTICLE 15—SAFETY AND HEALTH**

**Section 15.01** The Company shall provide and maintain a safe and healthy workplace and, in cooperation with the Union, will provide programs, training, and systems which seek to prevent and eliminate industrial injuries and illnesses. The Company shall make available foul weather gear to those employees who are required to perform work outdoors. Any other protective clothing or safety equipment required by the navy or Company shall also be provided.

**Section 15.02** An employee's refusal to perform work which is in violation of established health and safety rules or any local, state, or federal health and safety law shall not warrant disciplinary action.

**Section 15.03** An emergency first-aid station to care for its employees in case of injury will be maintained. Workplace incidents/injuries will be reported to management within two (2) hours from the time of the event. When an employee at work requires immediate medical attention by a medical practitioner or at a hospital as a result of an industrial injury/illness or exposure to hazardous agents in the work environment and the employee is not able to provide his own transportation to the treatment facility, the Company will provide the transportation to and from the employee's work location. If such employee is returned to the work site too late to use his normal transportation home, the Company will provide such transportation.

**Section 15.04** Where noxious and poisonous gases may accumulate, the employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

**Section 15.05** No employee shall be required to perform repair work on or about moving or operating machines, while in motion or in operation, (excluding aviation required test and adjustments), nor shall any employee be required to work in areas of a plant or shop where conditions exist detrimental to health until such conditions have been removed or remedied.

**Section 15.06** Nothing contained in this Article shall be construed to create or give rise to a claim by an employee that the Union was responsible for any failure of the Company to comply with its obligations to provide a safe and healthy work environment.

**Section 15.07** No employee shall be subject to any discipline, of any kind, as a result of reporting a safety hazard or injury. However, an employee may be required, once proper protection and training is obtained, to remedy or to assist in a remedy for such conditions as may be unsafe or unhealthy.



## ARTICLE 16—LEAVE OF ABSENCE

**Section 16.01** Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave will be approved. A maximum of one (1) extension may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- A. Vacation credits and personal leave credits are not earned while on a leave of absence under the provisions of this article.
- B. Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

**Section 16.02** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

**Section 16.03** Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee in a manner that parallels the provisions of the Family Medical Leave Act – up to 12 weeks per year provided the employee has completed 12 months full-time employment and has worked at least 1200 hours in the last rolling, twelve month period. . An employee will be required to use all vested paid vacation before being placed on leave of absence for Personal Illness. The Company will abide by the provisions outlined under the Family Medical Leave Act (FMLA).

**Section 16.04** An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written full release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third (3rd) mutually acceptable physician and that physician's decision shall decide the employee's capability.

- A. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a bi-weekly basis, except in those cases where the employee's physician has provided an expected date of return.
- B. An employee may be returned to restricted duty at the discretion of the Company, provided the Company is able to accommodate all restrictions.

**Section 16.05** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company, not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and Union educational courses, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than one (1) employee may be on such leave at any time.

**Section 16.06** An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's orders to the Company as soon as they are received by the employee. Upon return from active short term duty the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such periods of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uninformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

**Section 16.07** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.

**Section 16.08** When an employee fails to return to work at the expiration of an approved leave of absence, or accepts gainful employment during a leave of absence without the approval of the Company, that employee shall be discharged.

**Section 16.09** Any member of the Bargaining Unit shall, upon written request, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority. Not more than one employee shall be on such leave at any one time. If the employee's group insurance through the Company is to be continued, the employee shall be required to pay the full monthly insurance premium.

## **ARTICLE 17—BEREAVEMENT LEAVE/JURY PAY**

**Section 17.01** In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be spouse, children, stepchildren, parents, step parents, brothers, sisters, half-brothers and half-sisters. In the event other members of the employee's family should die, the employee will be granted a maximum of two (2) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. Other members of the employees' family shall be brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, grandparents, grandchildren and spouses' parents. Pay for all such time shall be at the employee's base straight time rate. The Company may require reasonable proof of death.

**Section 17.01** Funeral leave of three (3) days shall be granted for an employee to attend a funeral or interment of a member of the following family members: father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, step child, foster child who dies while placed in the employee's home by a State Agency, step-mother, and step-father. Additional unpaid leave of absence may be granted if the above three (3) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time. If an employee must attend services which include travel greater than 500 miles round trip, one (1) additional day for a total of four (4) days shall be granted.

Funeral leave of two (2) days shall be granted for an employee to attend a funeral or interment of a member of the following family members: employee's great grandparents, grandparents, great grandchildren, grandchildren, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Additional unpaid leave of absence may be granted if the above two (2) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time off.

**Section 17.02** When an employee is summoned for jury duty, he will notify the Company as soon as possible. If the employee is required to report to the court for three hours or more, the employee will not be required to report to work. The employee shall be granted pay for his regular work shift; less any fee or other compensation paid to the employee by the court. Pay for such time lost shall be up to eight (8) hours per day and forty (40) hours per week. An employee must present to the Company a statement from an official of the court attesting to dates served; time served and fees paid before any jury duty payment will be made.

Employees who report to work having less than three hours of jury duty for that day will be allowed to complete the number of hours regularly scheduled for that day unless management instructs such employee to remain beyond that time. Employees paid for a full shift of jury duty will not be eligible to work on that day unless call-in or call-back provisions apply.

**Section 17.03** Any employee subpoenaed or otherwise required to serve as a witness in either a Federal, State, County or Municipal Court, in which he is not a direct participant, shall be granted pay for those hours which he is absent from work during his regular eight (8) hour day or regular five (5) day work week.

**Section 17.04** An employee must have served his probationary period in order to qualify for jury duty pay.

**Section 17.05** To receive jury duty, jury examination, or witness pay, the employee must promptly notify the Company so as to provide time in which to process a request for his release. Any delays, beyond the control of the employee, in the processing of the aforementioned stated request shall not adversely affect the employee in pay or disciplinary matters.

## **ARTICLE 18—DISCRIMINATION**

**Section 18.01** The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of Union membership in, or activity on behalf of the Union. The Company will not discriminate against any employee covered by this Agreement in respect to hire, tenure of employment, or any term or condition of employment, because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

**Section 18.02** The Company shall not discriminate against any employee in violation of any State and/or Federal rules, regulations, and laws, covering discrimination of any nature, currently enacted, or as may be enacted. Any and all violations of this clause will be subject to the grievance and arbitration procedures as provided elsewhere in this Agreement.

## **ARTICLE 19—DISCIPLINE AND DISCHARGE**

**Section 19.01** Disciplinary action shall be initiated by the Company only for just and sufficient cause and any penalty imposed shall be consistent with proven offenses. See appendix D.

**Section 19.02** It is agreed that in order to consider that an employee has been disciplined, both the employee and Union shall be furnished a duplicate copy of any disciplinary material inserted in his personnel file.

**Section 19.03** Prior to taking disciplinary action (letter of warning, suspension, or discharge) against any employee in the unit, the affected employee will be advised of his/her right to Union representation in the presence of a Shop Steward.

**Section 19.04** Disciplinary action in any form imposed by the Company on non-probationary employees shall be subject to the grievance and arbitration procedure

**Section 19.05** There shall be no investigative interview, which an employee reasonably believes could lead to disciplinary action without the Union Shop Steward being present if requested by the employee. Shop Stewards shall not be denied the opportunity to represent an employee at investigative interviews.

**Section 19.06** Disciplinary records for an employee who has no recurrence of the action that caused that discipline shall be maintained in accordance with the following:

- A. Written Warning – six (6) months
- B. Suspension – twelve (12) months
- C. Discharge – permanent record.

**Section 19.07** Disciplinary action shall normally follow a line of progression. The normal line of progression is as follows:

- A. Written Warning
- B. Suspension
- C. Discharge.

Some employee offenses may be of such a serious nature that continued employment cannot be tolerated by the Company and immediate termination is justified. The progression of discipline shall follow for offenses of any nature according to Appendix D

## **ARTICLE 20—GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 20.01** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the immediate Supervisor and the employee involved, providing the Union Representative has been requested and given an opportunity to be present. If not resolved at this informal level, a formal written grievance may be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the contract section alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the grievance procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties. All grievances shall be handled during normal working hours without any unnecessary interruption of work.

**Section 20.02** Except for payroll adjustments, no grievances shall be filed or processed based on facts, events, or omissions within the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps.

### **Step 1**

The employee involved shall first confer with the Supervisor in order to amicably settle the matter. A Union Steward shall be present if requested by either party. The work site supervisor shall render a verbal answer to the complaint or dispute by the close of business the following work day. If the dispute is not resolved amicably then the employee or Union may file a written grievance no later than five (5) work days after receipt of the Supervisor's verbal answer. Within five (5) work days after receipt of a written grievance, the Supervisor shall submit a written answer to the Union.

### **Step 2**

If the grievance is not settled in Step 1, the Union may take the written grievance and submit it to the Deputy Program Manager or designee within five (5) work days of receipt from the 1st Step answer. The Union and the Company will attempt to settle/resolve the issue. Both the Union and the Deputy Program Manager shall either meet in person or by telephone within seven (7) work days. If the issue is not resolved, the Deputy Program Manager has five (5) work days from the aforementioned meeting, or the expiration of the 7 work day period, to submit an answer to the Union.

### **Step 3**

If not settled at Step 2, the Union may submit the grievance to the Program Manager or designee within five (5) working days. The Program Manager and the Union's Business Representative will meet in person or by telephone conference within ten (10) work days and attempt to resolve the grievance. If unable to resolve the grievance, the Program Manager shall submit a written answer to the Union within five (5) work days of the aforementioned meeting or expiration of the time allowed for meeting.

The parties may agree to submit an unresolved Step 3 grievance to non-binding mediation in attempt to reach a settlement. In such case, a mediator may be requested from the Federal Mediation and Conciliation Service (FMCS) or from a private agency as the parties agree. The parties will equally share the fees and costs of the mediator and the costs for a room to hold the hearing. Each party will pay the cost of presenting their own case including payment of witnesses, if applicable.

#### **Step 4**

In the event the grievance is not resolved under Step 3, the Union may submit, within thirty (30) work days following the Company's Step 3 answer, or expiration of the time limit of Step 3, a written notice to the Program Director of its intent to arbitrate. The Union will request the FMCS to submit an arbitration panel of seven (7) names to each party. The parties will alternately strike names until the arbitrator is selected. (The parties agree that the winner of a coin toss will determine who strikes first).

The Arbitrator shall not have authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the Agreement and evidence presented at the hearing.

The parties may file post-hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party. The decision of the Arbitrator shall be final and binding on all parties.

The parties will equally share the fees and costs of the arbitrator and the costs for a room to hold the hearing. Each party will pay the cost of presenting their own case including payment of witnesses, if applicable. In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. The Arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be borne by the Arbitrator.

No more than one (1) grievance shall be submitted to the same Arbitrator, unless both parties agree otherwise prior to sending for a list of Arbitrators.

**Section 20.03** In no event shall the Company be penalized or in any way be liable for any monetary award or grievance settlement prior to thirty (30) days immediately preceding the date of the filing of the grievance. Any monetary award for events preceding the date of grievance filing shall be limited to this thirty (30) day period, except in the case of a payroll error.

All monetary awards shall be lost earnings minus the net of all other compensation, including wages, commissions, worker's compensation and unemployment compensation the grievant may have received for the designated award period.

## ARTICLE 21—HOURS OF WORK

**Section 21.01** No provision of this agreement shall be considered as a guarantee of any specified number of hours of work, either per day or per week.

**Section 21.02** Eight (8) hours, exclusive of a meal period up to sixty (60) minutes, but not less than thirty (30) minutes, shall constitute a normal work shift.

**Section 21.03** The normal work schedule shall consist of a normal work shift for five consecutive days Monday through Sunday.

To align the work schedule with the customer, the Company at its discretion may schedule ten (10) consecutive hours exclusive of a meal period of thirty (30) minutes for four (4) days or an alternating schedule of eight (8) consecutive hours exclusive of a meal period of thirty (30) minutes for five days and ten (10) consecutive hours exclusive of a meal period of thirty (30) minutes for four (4) days.

When a paid holiday falls on a day an employee is scheduled for a ten (10) hour day as described above, the employee may take two (2) hours of vacation or use flextime as defined in Article 22, Section 22.08 to reach forty (40) hours of pay in that pay week.

**Section 21.04** Shifts will meet customer needs. The shift starting times will be as follows:

- A. First (1st) shift will begin between 0500 and 1000 hours.
- B. Second (2nd) shift will begin between 1000 hours and later.
- C. When management is aware in advance, any change in shift starting times will be communicated at least twenty-four (24) hours in advance of such change.
- D. Management reserves the right to provide more than five-day coverage by implementing an odd workweek consisting of a forty (40) hour work schedule.

**Section 21.05** Any employee who is called in before his regular starting time shall be granted the opportunity of working out his regular shift or leaving at the end of an eight (8) hour shift, but cannot refuse to work an eight (8) hour shift as required.

**Section 21.06** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day. Breaks will be taken so as to not interfere with maintenance operations.

**Section 21.07** The payroll week shall start at 12:01 a.m. each Friday and end at 12 midnight the following Thursday. Employees are paid bi-weekly.

**Section 21.08** 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 anticipated absences of no more than three (3) hours in a pay week, an employee may request to alter his/her regularly scheduled hours of work within a pay week. 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. Requests for unscheduled flextime will be given consideration.

**Section 21.09** If the Company is prevented from working as a result of government edict, or of acts of God, the Company will reimburse employee for the time missed, if the Company is so reimbursed by the customer.

**Section 21.10** In the event of a base closure due to server weather, non-essential personnel shall not report to work, per NAS guidelines. Such personnel will be paid up to eight (8) hours per service contract year for such lost time. These eight (8) hours will not count toward computation of overtime hours. This time will not be allowed to roll over.

## ARTICLE 22—HOLIDAYS

**Section 22.01** All employees covered by this Agreement shall receive eight (8) hours' pay at their regular hourly earnings, including all applicable premium pay, for the following holidays (or the day(s) customarily observed, or observed by Federal law), regardless of the day of the week on which they fall:

New Year's Day	Labor Day
Martin Luther Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 22.02** Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday. Observance may vary according to U.S. Navy scheduling.

**Section 22.03** If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period or counted as a vacation day used.

**Section 22.04** Any employee called in and reporting for work on any of the holidays above or the days on which they are observed, shall be guaranteed 4 hours' work or 4 hours' pay in lieu thereof.

## ARTICLE 23—VACATIONS

**Section 23.01** Allowances Each employee covered hereby shall accrue vacation credits as follows:

- A. For vacation purposes, all employees will be entitled to paid vacation which will be based upon years of continuous service on the T-6 COMBS' Contract or continuous service with the Company, whichever is longer. Accrual will be on a bi-weekly basis. Paid vacation entitlement will be as follows:

<u>Years of Service</u>	<u>Annual Entitlement</u>	<u>Bi-Weekly Accrual</u>
Less than 5 years	2 weeks (10 Workdays)	3.08 Hours
5 but less than 14 years	3 Weeks (15 Workdays)	4.62 Hours
14 or more years	4 Weeks (20 Workdays)	6.16 Hours

**Section 23.02** Pay in-Lieu of Time-off. There will be no pay in-lieu of time-off for vacation. The intent of this provision is to cause each employee to use the vacation for time off. Terminating employees will be paid for all unused vested vacation. Employees denied vacation shall not lose payment for vacation. The maximum vacation accrual balance an employee may carry over from year to year shall be equal two (2) times the employee's annual accrual entitlement.

**Section 23.03** Vacation scheduling will be as follows:

- A. Vacation requests must be made no less than seven (7) days in advance in writing to their supervisor. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on seniority.
- B. Vacation may only be scheduled on the employee's regularly scheduled workdays and only for the amount of hours regularly scheduled on that day. Vacation may be taken in increments of one (1) day.
- C. Request for vacation must be submitted on a vacation request form and approved by the employee's supervisor before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work as scheduled, will be subject to appropriate disciplinary action for unexcused absence.
- D. The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the payroll period immediately preceding the vacation period requested.

**Section 23.04** For the purpose of accruing vacation credits, a credited work week shall be defined as follows:

- A. Any week in which an employee is paid by the Company for worked, holiday pay, jury duty pay, military pay differential, vacation pay, funeral leave pay or is on a Worker's Compensation leave which does not exceed six (6) months.

## **ARTICLE 24—OVERTIME**

**Section 24.01** Time and one-half shall be paid for all hours worked in excess of forty (40) hours worked in any one workweek.

**Section 24.02** Overtime other than the scheduled weekends shall be on a voluntary basis to the extent possible. When there are an insufficient number of qualified volunteers the Company may require qualified employees to work overtime. Required overtime will be assigned in reverse order of seniority among qualified employees.

**Section 24.03** The parties recognize that most overtime is circumstance driven; as such, a minimum of two (2) hours' notice may not be possible in order to meet contractual requirements.

## **ARTICLE 25—UNIFORMS**

**Section 25.01** Employees must adhere to all provisions of the Program Dress/Appearance Standards.

**Section 25.02** Employees will be required to wear the uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company. Torn or worn out uniforms shall be replaced as needed by the company. All uniform replacements will be at a one for one exchange. The employee is responsible for the maintenance and cleaning of the uniform.

**Section 25.03** Any cost incurred due to an employee's decision to change the fit, add an approved Union shirt sleeve patch, or to obtain additional uniforms above what is furnished in 25.04 below, will be the sole responsibility of the incurring employee

**Section 25.04** The Company will provide the employee his/her choice of the following that will equal five sets of uniforms at hire and there after replacements as needed:

- A. Uniform pants/shorts
- B. Uniform t-shirts, with or without a pocket, per the employee's request
- C. Uniform coveralls (1 set of coveralls equals 1 shirt + 1 pant)

**Section 25.05** The Company will provide one (1) jacket with choice of light or with winter liner for employees. New hires and employees transferred will be eligible for one (1) jacket with liner, thirty work days after entering bargaining unit. Jacket will be replaced as needed due to wear.

**Section 25.06** The Company will provide two (2) polo shirts with choice of color (red or blue) by the employee.

**Section 25.07** The Company will provide two (2) hats, program authorized to the employee.

**Section 25.08** On Friday's, employees may wear an approved red DI support the troops shirt.

**Section 25.09** Safety shoe allowance of up to \$125 is per permitted per calendar year provided a proper receipt is submitted.

## **ARTICLE 26—CHECKOFF**

**Section 26.01** Employees covered by this Agreement may at their own discretion become and remain members of the Union.

**Section 26.02** Upon receipt of a properly executed dues Deduction Authorization form, the Company, during the term of this Agreement, will deduct from the employee's earnings, if any, initiation fees and/or Union dues and



remit the money as set forth herein within fifteen (15) days following the end of the month in which such fees and/or Union dues were collected. Initiation fees and dues collected from the employee shall be remitted by the Company to the applicable union office. The amount of remittance shall be designated in writing by the Secretary Treasurer of the Union.

**Section 26.03** It is understood and agreed that the Authorization(s) must be received by the Company no later than fourteen (14) calendar days prior to the end of the pay period in order for the fees or dues to be deducted for such pay period. Fees or dues to be deducted as a result of Authorization(s) not timely received will be deducted the following pay period.

**Section 26.04** The Company shall be required to make only one (1) payroll deduction for Union initiation fees for each employee authorizing the deduction.

**Section 26.05** The Company shall provide the Local a complete list of the local members from whom the dues were deducted and a list of the individuals from whom initiation fees were collected with each remittance.

**Section 26.06** It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and may be cancelled by the employee in accordance with the terms of the IAM Deduction Authorization.

**Section 26.07** The Company will comply with any notice of revocation of deduction authorization received from an employee in accordance with the procedure and limitations set forth in the IUE/CWA Deduction Authorization Form. Should an employee be promoted or transferred to a classification not covered by this Agreement, the Company shall cease deducting dues from such employee. When ceasing to deduct dues in such cases, the Company shall submit the name of such employee and the reason for no deduction in writing to the Secretary Treasurer of the Union.

**Section 26.08** If an employee does not have sufficient earnings in any payroll period to cover the Union dues deduction for that payroll period, the Company shall have no further responsibility for collection of dues for that pay period.

**Section 26.09** The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or any reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute.

## **ARTICLE 27—GOVERNMENT SECURITY/RESPONSIBILITY**

**Section 27.01** The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government. Employees working on the program must apply for, receive and maintain level Security access as defined by the customer. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.

**Section 27.02** The Union and its members understand that the Company contract with the government requires employees to be deployable to various locations inside and outside of the Continental United States. It is understood that agreeing to such deployment is a condition of employment for all employees at this site.

**Section 27.03** The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and using U.S. Government equipment. Each employee shall be responsible for the reasonable care of customer and/or Company furnished property and will immediately notify the Company of any accidents, sabotage, or damage to Company, customer or employee property or material.

**Section 27.04** 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.

**Section 27.05** 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 4 of this Agreement.

**Section 27.06** 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.

**Section 27.07** 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.

**Section 27.08** In the instance of a denial or a loss of a required clearance known as an "interim denial" an employee will be placed on an open job commensurate with his or her qualifications if any exist. If no such opening exists, then the employee will be terminated.

**Section 27.09** 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.

**Section 27.10** 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 27.11** The Union recognizes that the Company is a contractor to the federal government and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Company from fully meeting its obligations and responsibilities as a contractor. The Union recognizes that from time to time the government may impose various legal and /or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands or obligations or comply with such rules and regulations as may be promulgated or imposed by the government.

## **ARTICLE 28—GENERAL**

**Section 28.01** The Company will provide Worker's Compensation Insurance for all employees and will cooperate toward the prompt disposition of employee on-the-job illness/injury claims. All employees, both stateside and abroad, will be covered by Company supplied Worker's Compensation Insurance.

**Section 28.02** The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands with respect to any subject or matter and the agreements arrived at by the parties are set forth herein. Therefore, this Agreement shall not be opened for negotiation of any subject or matter or item of interest except by mutual agreement of both parties.

**Section 28.03** Employees covered by this Agreement shall be governed by all Company rules, regulations and orders which are not in conflict with the terms and conditions of this Agreement as such rules, regulations and orders currently exist or as modified during the terms of this Agreement.

**Section 28.04** 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.

**Section 28.05** Employees covered by this Agreement shall be governed by all site rules, regulations and orders which are not in conflict with the terms and conditions of this Agreement.

**Section 28.06** Outsourcing. The parties agree that the Company has the right to continue to outsource any work historically outsourced for business necessity or directed/requested by the Contractor.

**Section 28.07** Sub-Contractors. Work outsourced in Section 28.06, may be performed by a sub-contractor selected by the Company without regard to union affiliation. Such sub-contractors are not bound by the terms of this Agreement.

## **ARTICLE 29—WAGES**

**Section 29.01** During the term of this Agreement, each employee shall receive wage increases in accordance with Appendix “A” annexed hereto and made part hereof.

**Section 29.02** Travel Time and Expenses.

- A. When an employee is required to work away from the Company premises, he shall be paid the appropriate hourly earnings for all time spent traveling, portal to portal, in addition to transportation costs, if any. When an employee departs from Patuxent River NAS, the starting portal for travel pay is Patuxent River NAS.
- B. If an employee is sent to work out of town, he shall receive, in addition to the above, travel, board, lodging, etc.

**Section 29.03** For the purpose of this Agreement, an employee’s straight time hourly rate is defined as the employee’s base rate as listed in Appendix A.

**Section 29.04** The Company shall pay all employees covered by this Agreement bi-weekly through direct deposit.

## **ARTICLE 30—NON-BARGAINING UNIT WORK**

**Section 30.01** The Company shall ensure that personnel not covered by this Bargaining Agreement shall not normally perform work of the nature normally, historically and exclusively performed by hourly employees, other than as described in Section 32.03.

**Section 30.02** Bargaining unit employees shall not be expected to train non-bargaining unit employees if such training would result in bargaining unit employees being laid off or replaced by those trained.

**Section 30.03** Employees of the Company who are excluded from the bargaining unit will be permitted to perform work normally performed by bargaining unit employees for the following reasons:

- A. For instruction and training purposes;
- B. For tests, evaluation and/or experimentation purposes;
- C. In emergencies as defined by the Company at its sole discretion provided such actions do not result in a layoff or reduction in force;

- D. In limited circumstances where the satisfaction of the Company's obligations and responsibilities as a contractor may be jeopardized, when bargaining unit employees with the necessary skills are not immediately available;
- E. When an employee fails to report to work and other qualified employees are not available; and,
- F. Third party technicians by the Company or other technicians provided by the Customer that will not result in a layoff or reduction in force.

Nothing herein shall be construed as authorizing any assignment of unit work to exclude employees which result in the layoff of a bargaining unit employee.

## **ARTICLE 31—JOB DESCRIPTIONS**

**Section 31.01** The job descriptions, except as modified by Article 2.01 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.

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.

**Section 31.02** All jobs covered by this Agreement are subject to the requirements that may include but are not limited to: may be required to provide OJT and or production instruction/direction to lesser skilled employees, may be required to maintain applicable certifications, qualifications and licenses may be required to become qualified on different equipment/systems, work shift work, overtime, travel (domestic, international and shipboard), pass physical requirements, demonstrate applicable oral and written communications skills and obtain/hold a security clearance at an applicable level and/or maintain visit request status. All work is to be performed in accordance with applicable military, commercial or DynCorp International procedures.

**Section 31.03** If, during the term of this Agreement, it becomes necessary for the Company to establish new or revise an existing job classifications within the bargaining unit, the Company shall notify the Union of its intention. Said notice shall be given to the Union in advance of the implementation of such new job or revision of an existing classification provided operational requirements permit. 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 32 - DURATION**

**Section 32.01** Except as is specifically otherwise provided herein, this Agreement shall become effective September 1, 2015 and shall remain in effect until and including August 31, 2018. It shall remain in effect from year to year thereafter unless either party gives written notice to the other party of termination (and request to negotiate a new agreement) or a desire to modify the Agreement, not less than sixty (60) days prior to August 31, 2015, or the expiration of any such subsequent yearly period.

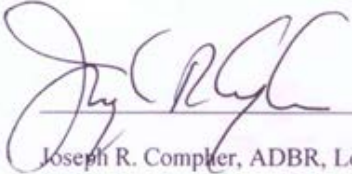
**Section 32.02** Within thirty (30) days of the receipt of any such notice to terminate and negotiate a new Agreement, or to modify the Agreement, the Union and Company shall commence negotiations unless it is mutually agreed to extend the number of such days beyond thirty (30).

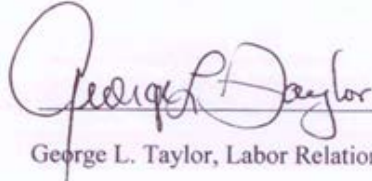
**SIGNATURE PAGE**

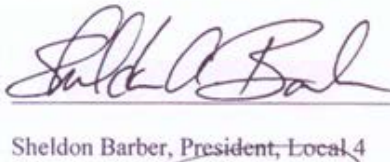
In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives' thereunto duly authorized this June 11, 2015.

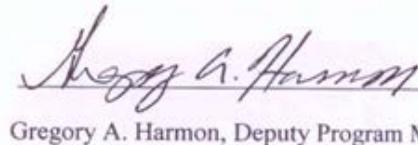
For the Union:

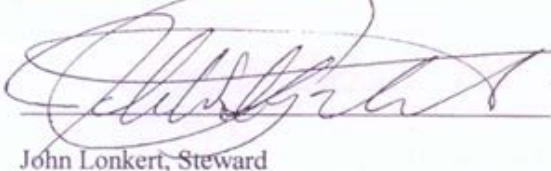
For the Company:

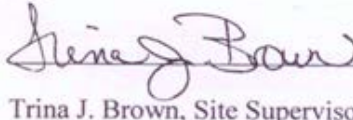
  
Joseph R. Compher, ADBR, Local 4


  
George L. Taylor, Labor Relations Manager

  
Sheldon Barber, President, Local 4

  
Gregory A. Harmon, Deputy Program Manager

  
John Lonkert, Steward

  
Trina J. Brown, Site Supervisor

  
Mark Duval, Business Representative, Local 4

## APPENDIX A

### WAGES

	<b>Current Rate</b>	<b>Increase 3% 11-01-2016</b>	<b>Increase 3% 11-01-2017</b>	<b>Increase 2.5 % 11-01-2018</b>
<b>ACM I</b>	\$32.07	33.03	34.02	34.87
<b>ACM II/ INSPECTOR</b>	\$33.64	34.65	35.69	36.58

Shift differential of \$0.50 per hour for all hours worked in any day worked (including when on TDY) when starting the workday between 1000 - 0659 hours.

All economic improvements in this Agreement are effective on 11-01-2016; 11-01-17; and, 11-01-18 unless otherwise specified.

## APPENDIX B

### DYNCORP INTERNATIONAL EMPLOYEE BENEFITS PLAN

As these Plans are provided by outside vendors and/or Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plans during the life of this Agreement between the Parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

#### **Section 1. - Group Insurance**

Effective November 1, 2015, 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 Group Insurance Plans offered under the DynCorp Flexible Benefit Program including Medical, Dental, Vision, Life Insurance, Accidental Death and Dismemberment Insurance, Personal Accident Insurance, Short Term Disability and Long Term Disability Insurance. Pre-tax credits may not be used to purchase 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.

#### **Section 2 Flexible Benefit Credits**

Effective:	11/1/2015	11/1/2016	11/1/2017
Hourly	\$6.10	\$6.25	\$6.40

The hourly Flexible Benefit Credit will be paid for all hours paid (wages, paid vacation, paid holidays, paid bereavement leave and paid jury duty, military training leave) up to forty (40) hours per week.

#### **Section 3- DynCorp International Savings Plan (DISP)**

Employees may continue to participate in the DISP by making bi-weekly contributions. There will be no Company discretionary or matching contributions to the Plan on the behalf of Employees.

#### **Section 4 – I.A.M. National Pension Plan**

(A) The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan to a maximum of forty (40) hours per work week for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

11/01/2015	11/01/2016	11/01/2017
\$0.75	\$.075	\$.075

(B) The Company contributions shall be based on hours paid (wages, paid vacation, paid holidays, paid bereavement leave, paid jury duty, military training leave) up to forty (40) hours per week

(C) Contributions for a new, temporary, probationary, part-time and full-time employee shall be payable from the first day of employment.

(D) The Union and Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

(E) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the

provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

(F) This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund.



## **PREMIER UNION PLAN- NO HRA**

\$150 ER COPAY; Preventive Care 100%; Opportunity to earn Lifestyle Management Program benefits.

Deductibles	\$500/ \$1,000
Coinsurance	80%
Inpatient Services	Deductible + 80%
Outpatient Services	Deductible + 80%
Copays (PCP/Specialist)	\$25/\$35
Urgent Care	\$50
OOP Maximum	\$2,500/\$5,000
Lifetime Maximum	Unlimited

### **PPO OUT-OF-NETWORK**

Deductibles	\$1,000/\$2,000
Coinsurance	50%
OOP Maximum	\$6,000/Unlimited

### **PHARMACY**

	<b>Retail – 30 day</b>	<b>Home Delivery – 90 day</b>
Generic	\$10	\$10
Preferred Brand	\$30	\$35
Non-Preferred	\$50	\$50

**ALTERNATE HEALTH PLAN DESIGN SUMMARY**  
**HEALTH SAVINGS PLAN W/NO EMPLOYEE PREMIUMS**

PLAN DESIGN ELEMENT	Preferred w/ H.S.A.
<b>H.S.A. Contribution</b>	<b>\$400 / \$800</b>
Deductibles (Single/Family)	\$2,000 / \$6,000
Coinsurance	80%
Inpatient Services	Ded + 80%
Outpatient Services	Ded + 80%
Copays (PCP/Specialist)	Ded + 80%
Urgent Care	Ded + 80%
ER Services	Ded + 80%
Out-of-Pocket Maximum (Single/Family)	\$6,450 / \$12,900
Lifetime Maximum	Unlimited
<b>PPO Out-of-Network</b>	
Deductibles (Single/Family)	\$4,000 / \$12,000
Coinsurance	50%
Out-of-Pocket Maximum (Single/Family)	\$13,200 / \$26,400
<b>Pharmacy</b>	
<b>Retail - 30 day</b>	
Generic	Ded + 80%
Preferred Brand	Ded + 80%
Non-Preferred Brand	Ded + 80%
<b>Home Delivery - 90 day</b>	
Generic	Ded + 80%
Preferred Brand	Ded + 80%
Non-Preferred Brand	Ded + 80%

## APPENDIX C

### JOB DESCRIPTIONS

**Position Title:** T-6 COMBS Aircraft/SE Mechanic I

#### **Job summary**

Primary responsibilities are to repair machinery or mechanical equipment, as well as performing engine build-up; examines aircraft contractor furnished support equipment (CFSE) to diagnose source of trouble; dismantling or partly dismantling CFSE and performing repairs that mainly involve use of hand tools in replacing broken or defective parts; ordering replacement parts or sending the equipment out for major repairs; perform scheduled and unscheduled maintenance.

#### **JOB DUTIES & RESPONSIBILITIES**

- Inspecting and repairing ground support equipment
- Installing and removing QEC kits on aircraft engines
- Dealing with Coworkers/Clients/Public
- Performs lower level Supply Technician duties

#### **SOME EXAMPLES OF WORK PERFORMED IN THIS CLASSIFICATION INCLUDE**

- Performing engine QEC buildup actions, both assembly and tear down.
- Determining serviceability of QEC items and order QEC parts from COMBS
- Complete all required documentation and tagging requirements of QEC items.
- Refer to technical publications to determine specifications to be met.
- Track and record calibration dates to insure that support equipment is up to date; keep files with documentation and certifications of calibrated equipment, and ensure that equipment is sent out for calibration when due.
- Ensure that all equipment is accounted for, assign I.D. numbers to each piece of equipment, and maintain a file of record for each ID.
- Perform maintenance and inspections on support equipment according to applicable maintenance manuals, manufacturer specifications and FAA regulations.
- Duties may include using material handling equipment to include forklifts, cranes and other lifting and moving devices; as well as, common and special purpose tools to perform maintenance.
- Research and order materials.
- Coordinate and expedite flow of material, parts, and assemblies supporting Site COMBS maintenance requirements in accordance with established policies and procedures.
- Confers with Program Resource Manager, Site Supervisor, and Lead Mechanics to determine parts required or overdue and to locate parts.
- Manage material and component inventory at Site, and process and expedite supply transactions to insure timely repair and receipt of required items.
- Assist maintenance technicians in the research of parts requests, and performs research/validation to backorder non-filled issue requests.
- Arrange movement of parts or material between site and other locations as directed by Program Management Office (PMO) or site supervisor.
- Verifies the accuracy of incoming/outgoing shipments by comparing items with manifests and other shipping documents, checks for damaged items, insures items are properly identified in inventory or for distribution to appropriate maintenance activity, and prepares and keeps records of goods received/shipped.
- Obtains, uses, handles, and disposes of hazardous materials in accordance with existing MSDS, applicable state and federal guidelines, customer directives and company policies.
- Cleaning of warehouse, shops, offices and restrooms as required.
- Clerical and other assigned duties as required

Performs other job-related tasks as assigned and required

**KNOWLEDGES, SKILLS, ABILITIES AND OTHER CHARACTERISTICS:** The following skills and abilities are required:

- Understanding of scheduling techniques and technical order requirements.
- Ability to accurately troubleshoot and repair complex aircraft engine/support equipment systems.
- Ability to maintain and inspect ground support equipment
- Ability to use material handling equipment and common and special purpose tools.
- Mental and visual ability to read and understand detailed technical publications and instructions.
- Ability to communicate effectively, both orally and in writing.
- Generally accepted accounting principles sufficient to perform the job, duties, and tasks associated with the position
- Ability to become proficient in use of company's automated maintenance management system and other supply support software within 60 days of starting on-the-job training.
- Extensive working knowledge in logistics and data information systems.

### **Education and Experience**

- GRADUATION FROM A STANDARD FOUR (4) YEAR HIGH SCHOOL OR EQUIVALENT (GED)
- Three (3) years' experience in aircraft maintenance
- ITAR Certification

### **Physical Requirements/Working Environment**

- May work in Aircraft maintenance hangar or warehouse.
- May require lifting of objects whose weight normally will not exceed 50lbs.
- May be required to work in areas where high noise hazards prevail and are exposed to fumes or airborne particles and electrical shock hazards.
- May be required to work in protective equipment that increases heat stress and limits mobility.
- Work conditions may range from an environment where there is little or no physical discomfort, to an environment where inclement weather may subject the individual to severe changes in weather (temperature, wind, rain, etc.)

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees assigned to this job.

**Position Title: T-6 COMBS Aircraft/SE Mechanic II/Inspector**

### **Job Summary**

Primary responsibilities are to repair machinery or mechanical equipment, as well as performing engine build-up; examines aircraft contractor furnished support equipment (CFSE) to diagnose source of trouble; dismantling or partly dismantling CFSE and performing repairs that mainly involve use of hand tools in replacing broken or defective parts; ordering replacement parts or sending the equipment out for major repairs; perform scheduled and unscheduled maintenance.

### **JOB DUTIES & RESPONSIBILITIES**

- Inspecting and repairing ground support equipment
- Inspects COMBS material
- Inspecting QEC changes on aircraft engine
- Dealing with Coworkers/Clients/Public
- Performs lower level Supply Technician duties

### **EXAMPLES OF WORK PERFORMED IN THIS CLASSIFICATION INCLUDE**

- Performing engine QEC buildup actions, both assembly and tear down.
- Determining serviceability of QEC items and order QEC parts from COMBS
- Complete all required documentation and tagging requirements of QEC items.
- Inspect all QEC changes
- Serve as Site quality liaison to the PMO
- Refer to technical publications to determine specifications to be met.
- Track and record calibration dates to insure that support equipment is up to date; keep files with documentation and certifications of calibrated equipment, and ensure that equipment is sent out for calibration when due.
- Ensure that all equipment is accounted for, assign I.D. numbers to each piece of equipment, and maintain a file of record for each ID.
- Perform maintenance and inspections on support equipment according to applicable maintenance manuals, manufacturer specifications and FAA regulations.
- Duties may include using material handling equipment to include forklifts, cranes and other lifting and moving devices; as well as, common and special purpose tools to perform maintenance
- Research and order materials.
- Coordinate and expedite flow of material, parts, and assemblies supporting Site COMBS maintenance requirements in accordance with established policies and procedures.
- Confers with Program Resource Manager, Site Supervisor, and Lead Mechanics to determine parts required or overdue and to locate parts.
- Manage material and component inventory at Site, and process and expedite supply transactions to insure timely repair and receipt of required items.
- Assist maintenance technicians in the research of parts requests, and performs research/validation to backorder non-filled issue requests.
- Arrange movement of parts or material between site and other locations as directed by Program Management Office (PMO) or site supervisor.
- Verifies the accuracy of incoming/outgoing shipments by comparing items with manifests and other shipping documents, checks for damaged items, insures items are properly identified in inventory or for distribution to appropriate maintenance activity, and prepares and keeps records of goods received/shipped.
- Obtains, uses, handles, and disposes of hazardous materials in accordance with existing MSDS, applicable state and federal guidelines, customer directives and company policies.
- Cleaning of warehouse, shops, offices and restrooms as required.
- Clerical and other assigned duties as required
- Performs other job related duties as assigned.

## **KNOWLEDGES, SKILLS, ABILITIES AND OTHER CHARACTERISTICS:**

### **Knowledge, skills and abilities required include:**

- Understanding of scheduling techniques and technical order requirements.
- Ability to accurately troubleshoot, repairs, and inspect complex aircraft engine/support equipment systems.
- Ability to maintain and inspect ground support equipment
- Ability to use material handling equipment and common and special purpose tools.
- Mental and visual ability to read and understand detailed technical publications and instructions.
- Ability to communicate effectively, both orally and in writing.
- Generally accepted accounting principles sufficient to perform the job, duties, and tasks associated with the position
- Ability to become proficient in use of company's automated maintenance management system and other supply support software within 60 days of starting on-the-job training.
- Extensive working knowledge in logistics and data information systems.

### **Education and Experience**

- GRADUATION FROM A STANDARD FOUR (4) YEAR HIGH SCHOOL OR EQUIVALENT (GED)
- Three (3) years' experience in aircraft maintenance
- Valid FAA Airframe and Powerplant License
- ITAR Certification

### **Physical Requirements/Working Conditions**

- May work in Aircraft maintenance hangar or warehouse.
- May require lifting of objects whose weight normally will not exceed 50lbs.
- May be required to work in areas where high noise hazards prevail and are exposed to fumes or airborne particles and electrical shock hazards.
- May be required to work in protective equipment that increases heat stress and limits mobility.
- Work conditions may range from an environment where there is little or no physical discomfort, to an environment where inclement weather may subject the individual to severe changes in weather (temperature, wind, rain, etc.).

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees assigned to this job

## **Appendix D**

### **DISCIPLINE**

1. There is no substantive change of policy regarding employee conduct, but rather a commitment to ensure that each and every employee of DynCorp International is treated equally and fairly. More importantly, it is important that all employees know the rules and therefore, can in fact; avoid disciplinary actions by prudent and proper behavior.
2. This document should not be construed as promising that all disciplinary actions, particularly terminations of employee, will be preceded by one or lesser disciplinary actions or warnings. Nothing in this guide should be construed as any aspect of an employment contract. DynCorp International recognizes that each problem on the job and each disciplinary decision must be judged on its own particular facts. Fairness and common sense dictates that each situation will be decided on the context of the total circumstances.
3. DynCorp International wants every employee to succeed and grow with us. The disciplinary policy is designed to give any employee that may stumble along the way an opportunity to know the problem, solve the problem, improve performance or change behavior, as necessary, to continue as a valued employee of the Company.

### **DYNCORP INTERNATIONAL DISCIPLINARY RULES**

DynCorp utilizes the following forms of discipline: Verbal Warning, Written Warnings, Suspension, and Discharge. A list of violations and the disciplinary action required is attached. This list is not intended to be exclusive or all inclusive.

#### **Clearing Procedures**

A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles.

A. Written Warnings Not involving a Suspension: Written warning notices not involving a suspension will not be considered in successive disciplinary actions twelve months from date of issue.

B. Written Warnings Involving a Suspension: Written warning notices involving a suspension will not be considered in successive disciplinary actions one year from date of issue.

#### **Excessive Rule Violations:**

A. An employee receiving three written warnings not involving a suspension (not necessarily on the same rule) within a six months period, none of which have been cleared by the above procedure, will be subject to a three day suspension.

B. An employee receiving a combination of two written warnings not involving a suspension and one written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.

C. An employee receiving two written warnings (not necessarily on the same rule) involving a suspension, neither of which has been cleared by the above procedure, will be discharged.

<b>Violations</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>	<b>Fourth Offense</b>
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 schedules by:				
a. Reporting late without authorization, two times in a 30 calendar day period.	Written Warning	Written Warning	3 Day Suspension	Discharge
b. Failing to report absence within ½ hour of start of work shift or as soon as possible.	Written Warning	Written Warning	3 Day Suspension	Discharge
c. Unauthorized absence of one work shift.	Written Warning	3 Day Suspension	Discharge	
d. Preparing to quit work for the day prior to time established by management.	Written Warning	Written Warning	3 Day Suspension	Discharge
6. Loafing, loitering, or hiding; leaving work station 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 work early or leaving contractor assigned facilities during working hours without authorization.	3 Day Suspension	Discharge		
11. Performing work on personal 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	3 Day Suspension	Discharge		



attendance or performance of Company duties, or is considered a conflict of interest by the Company.	Or discharge dependent on severity of Violation			
<b>Violations</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>	<b>Fourth Offense</b>
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 time card, altering time card, or having one's time card 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.	Discharge			

29. Failure to comply with CBA appearance standards.	Written Warning	Written Warning	3 Day Suspension	Discharge
30. Misuse of Government or Company equipment or material.	Written Warning	3 Day Suspension	Discharge	
31. Violation of tool control program of other safety related programs and including FOD control programs.	Written Warning	3 Day Suspension	Discharge	

**APPENDIX E**

**Letter of Understanding**

**Machinists Custom Choice Worksite Benefits Program**

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS).

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and 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 of this letter by the Company.

The Company agrees to implement the provisions of this letter as soon as possible after the administrative, systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

Representative of Machinist Custom Choice may meet with employees each November during the annual enrollment period on dates acceptable to the Company and the Union during break periods and lunch periods or before or after an employee's shift.

For the Union:

For the Company:

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Joseph R. Compher

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George H. Glasser

Business Representative

Director, Labor Relations

IAM&AW

DynCorp International, LLC