

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DYNCORP INTERNATIONAL LLC

C-20 Air Craft Maintenance

Andrews Air Force Base

AND

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE No. 4, Local Lodge No. 24**

EFFECTIVE

May 1, 2012 Thru April 31, 2015

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE NUMBER</u> |
|---|---------------------------|
| Purpose of Agreement | Page 1 |
| Article I – General Conditions of Contract | Page 2 |
| Article II – Union – Company Relations | Page 6 |
| Article III – Grievance Procedure and Arbitration | Page 8 |
| Article IV – Seniority | Page 11 |
| Article V – Employment Conditions | Page 16 |
| Article VI – Employee Privileges | Page 19 |
| Article VII – Pay Provisions | Page 25 |
| Article VIII – Job Descriptions (See Appendix C) | Page 28 |
| Signature Page | Page 29 |
| Appendix A – Classifications and Rates of Pay | Page 30 |
| Appendix B – Employee Benefits Plans | Page 31 |
| Appendix C – Job Descriptions | Page 33 |

PURPOSE OF AGREEMENT

This Agreement, entered into by and between DynCorp International LLC, C-20 Program, Andrews Air Force Base (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 4 and its Local Lodge No. 24, a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article I, Section 2, of this Agreement, and the Union as their Representatives.

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

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

GENERAL CONDITIONS OF CONTRACT

Section 1- General Provisions

- (A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.
- (B) The Company has the right to establish reasonable work rules and regulations not in conflict with the terms of this Agreement. When the Company establishes such additions and / or revisions the Company will notify the Union of such new or revised rules and regulations in advance of implementation. The Union has the right to file grievances regarding the application of such new or revised rules and regulations in terms of "just cause" or the applicability of the penalty imposed.

- (C) Any practice of the company in the past not specifically set out herein is expressly eliminated as a subject for bargaining, and, during the life of this Agreement, may not be raised for further bargaining or negotiations.
- (D) 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.
- (E) This Agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives, provided, however, that such changes or modifications are ratified by the membership of the Union. Written agreements regarding interpretations or understandings may be made between the Company and the Business Representative and the Negotiating Committee that do not change or modify the Agreement and shall not require the ratification of the membership.
- (F) The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.
- (G) Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all of the provisions of this Agreement.

Section 2 - Recognition and Exclusive Representation

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

The Company recognizes the Union certified by the National Labor Relations Board, as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time and regular part-time aircraft mechanics, aircraft workers, electronic/avionics technicians, quality control inspectors, production control clerks and lead aircraft mechanic employed by the employer at the C-20 operation at Andrews Air Force Base in the classification listed in Appendix A of this Agreement. The word "employee" or "employees", as used in this Agreement, means all employees of the Company employed at the C-20 operation at Andrews Air Force Base, Maryland in the job classification listed in Appendix A of this Agreement and those provided for in Article VIII of this Agreement:

(B) Employees Excluded from the Bargaining Unit

Excluded are all office clerical employees, professional employees, guards and supervisors as defined by the Act.

(C) Non-Bargaining Unit Personnel

It is understood and agreed that there are times when non-bargaining unit employees may be required to perform work customarily performed by bargaining unit employees. It is also understood that Supervisors and others will be required to work with tools only to meet requirements under the conditions described in section two (2C) of this article. Therefore, the Company shall have the right to utilize non-bargaining unit employees under one or more of the following conditions:

- (1) To assist in working a malfunction/discrepancy on which must be corrected expeditiously in order to successfully meet the customer mission, when bargaining unit employees with the necessary skills are not immediately available.
- (2) 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.
- (3) For instruction and training purposes.
- (4) For test and/or experimentation purposes.
- (5) In emergencies.
- (6) When an employee fails to report to work and other qualified employees are not available. It is agreed that the Company will make a reasonable effort to locate and assign qualified bargaining unit employees to perform the work.

Section 3 - Period of Agreement and Ratification

- (A) This agreement shall be effective May___,2012 and shall remain in full force and effect up to and including April 31, 2015_ and thereafter from year to year unless written notice to modify, amend, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date of this Agreement.

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

- (B) Any notice given under this section shall be deemed to be served by the Union when mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Company's Director of Labor Relations for service upon the Company, and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand, to the assigned Business Representative, District Lodge No. 4, for service upon the Union. The date of

mailing shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for purposes of Section 3 (A) of this Agreement.

- (C) After the Company and Union negotiation committees have concluded negotiations of amendments and modifications to the Agreement, all such amendments and modifications must be accepted or rejected as a whole (without acceptance or rejection of parts thereof) by the Company and the Union.

Section 4 -Successors and Assigns

- (A) This Agreement shall be binding upon and inure to the benefit of any successor or assignee of all or substantially all of the Company's business or assets unless prohibited by law or regulation; however, this Agreement is not otherwise assignable without the mutual consent of the parties.

Section 5 – Separability

- (A) Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.
- (B) The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree and the Union shall retain the right to strike over such negotiated issues. Any modification or changes to this agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Section 6 - Strikes and Lockouts

- (A) The Union, (its officers, agents and members) agrees that for the duration of this Agreement it shall not cause, engage or condone any strike (including sympathy strike) slowdown or stoppage of work or any acts of any nature which would interfere with the Company's ability to provide uninterrupted service to the United States Government except as provided for in this Agreement. If the Company believes a violation of this Section has occurred the Company shall notify the Union of the alleged violation. In the event the Union has not sanctioned any strike actions it shall notify employees that no strike activity has been sanctioned by the Union. After employees are notified by the Union that a strike has not been sanctioned by the Union the Company may discipline any employee(s) who fail to comply with the provisions of this Article. The Company agrees that it will not cause or engage in any lockout for the duration of this Agreement.
- (B) In the event of a violation of this section, the Union, (its officers, agents, and members) collectively agree that it will use its best efforts to end such prohibited conduct.

- (C) In the event of a breach by the Union of the provisions of this section of the Agreement, the Company may abrogate this entire Agreement. Any action by a Union Steward which is not authorized, concurred in, or supported by the Union, will not constitute a breach of this Agreement on the part of the Union for purposes of this paragraph.

Section 7 - Security Regulations

- (A) The parties to this Agreement hereby recognize the Company's obligations in its contracts with the Government pertaining to security, security clearances, and access to Government-managed property, and agree that nothing contained in this Agreement is intended to place the Company in violation of its contracts and/or security agreements with the Government.
- (B) In the event that the U.S. Military Service or other Government Agency duly concerned with security regulations or operations on Government-managed property, advises the Company that any employee in the Union bargaining unit is restricted from access to Government--managed property, or restricted from work on or access to classified information and material, the Union agrees that such action as the Company may take pursuant to its contractual and/or security obligations to the Government will not be contested, nor will such action be a subject of the grievance procedure contained in Article III of this Agreement.
- (C) In the event that such Government Agency following the taking of such action advises the Company in writing within thirty (30) days 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. At such employee's request, the Company will join such employee and/or the Union in applying to the appropriate government agency for restoration by the Government of lost pay.

Section 8 – Nondiscrimination

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

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

- (A) All employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- (B) All employees within the bargaining unit on the effective date of this agreement who are not union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that month.
- (C) Employees who are union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-Laws of the Union.
- (D) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency. The Company will within ten (10) workdays, after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or fails to pay applicable agency fees as required by paragraphs A – D of this Article. Any employee so discharged shall be deemed to be discharged for "just cause". "Good standing" is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.
- (E) The Company agrees to deduct from an employee's payroll check, Union dues, initiation fees, assessments, or agency fees for all employees covered by this Agreement, provided that the Union or the employee delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this agreement, whichever shall

occur sooner. The Company shall make deductions for each member or agency fee payer from the first pay of such member or agency fee payer each month.

- (F) Such payroll deductions referred to in paragraph (E) of this Article shall be remitted to the Secretary Treasurer of the Union the week immediately following the payroll deductions are made. The Company shall furnish to the Secretary Treasurer of the Union monthly, a record of those from whom deductions have been made and the amounts of the deductions. The company shall provide to the Secretary Treasurer of the Union with a listing, on a monthly basis, of all newly hired or laid-off employees.
- (G) Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of Local Lodge No. 24.
- (H) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

ARTICLE II

UNION - COMPANY RELATIONS

Section 1- Union Stewards

- (A) Upon execution of this Agreement, the Union shall promptly furnish the Site Manager, in writing, the name of the two (2) Union Steward and two (2) alternate Steward. Thereafter, the Union shall promptly advise the Site Manager, in writing, of any change in Steward. No Steward will be recognized as such by the Company prior to receipt of written notice of notification. The alternate Steward shall act as Steward in the absence of the regular Steward.
- (B) The scope of the Steward's activities on Company time shall be limited to the following:
 - 1) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement, complaint, or grievance which the employee desires the Steward to be present.
 - 2) To investigate a complaint or grievance of record before presentation to the appropriate Company Representative.

- 3) To present a request concerning this Agreement, complaint, or grievance to an employee's Site Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - 4) To meet by appointment with the Site Manager or other designated representative of the Company, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
 - 5) Each new employee covered by this Agreement shall be introduced to the Union Steward by the Company Representative in the activity to which such employee will be permanently assigned within three (3) workdays.
 - 6) To report safety hazards or make safety recommendations to the management of his (her) area.
- (C) It is agreed that a Steward may receive, but not solicit, grievances from employees. For purpose of this agreement, the term "solicit" means the steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this agreement. The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work.
- (E) It is agreed that since the Steward has a regular work assignment to be performed, that contacts involving union business with other employees or Stewards, or the Business Representative of the Union will be no more frequent and no longer than the matter for discussion reasonably requires. Where necessary, the Steward's work schedule or assignment will be adjusted where practical, to allow for time to conduct Company-Union business as specified below:
- 1) For discussions with Steward or the authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement. It is also agreed that the investigation of grievances is the primary role of the Steward.
 - 2) To represent the local Union at Step II of the grievance procedure as provided in Article 3, Section 2(c) of the grievance procedure.
- (F) The Steward shall secure permission of his/her Company Representative or assigned alternate before leaving his/her work station, reporting back to his/her Company Representative or assigned alternate upon return to his/her work station. Permission will be granted unless operation activities are affected. The Company will not unreasonably deny or delay access to the Steward. Upon entering the work area of another Manager's responsibility, the Steward will contact the Manager or assigned alternate before attempting to contact any employee.
- (G) The Company recognizes limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts, subject to the provisions of the No Strike-No Lockout Article of the Agreement. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge,

in the event a Steward has taken unauthorized strike action, slowdown, work stoppage, or other actions in violation of this Agreement.

- (H) It is agreed the Company will pay employees for time away from the performance of their normal jobs while acting in their Steward capacity as defined in this Article. It is agreed that time away from normal work activities will be reviewed and monitored and may be addressed by mutual agreement during the period of this agreement.
- (I) In order to insure the orderly administration of the terms of the labor Agreement, during periods of reductions in force, such employees designated as Stewards shall be considered the most senior employees in their assigned job classification, for purposes of applying Article IV, Section 2, Lay-offs, of this Agreement.
- (J) It is agreed between the parties that should a Steward lose or resign his/her Stewardship while maintaining super-seniority, he/she will remain in place (classification and labor grade while Steward) until another Steward replaces and assumes the duties as a Steward.
- (K) On the date the new Steward assumes office replacing the Steward who was maintaining super-seniority; the former Steward's status will be determined by his/her actual seniority. That is, if there is a more senior employee on recall to the job classification and specialty occupied by the former Steward, the more senior employee will be recalled and the former Steward will be subject to the layoff and displacement provisions of Article IV Section 2 of this Agreement.

Section 2 - Business Representatives and Union Officials

- (A) Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards regarding employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations which will render ineffective the intent of this provision. Prior to entering the Company's operations, the Business Representative shall notify the Site Manager to agree on the date and time he/she will be on the facility and the department(s) he/she wishes to contact.
- (B) A full-time Union Official or Business Representative may discuss any problems with employees (other than Stewards) on the employee's own free time. If further discussion of a complaint or grievance is necessary, the Union Representative may meet with any single individual providing that he first notifies the Regional Manager. The contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matter for discussion reasonably requires. No discussions will be held with supervision of any section unless the Site Manager has been notified and given an opportunity to be present.

Section 3 - Bulletin Boards and Posting Notices

- (A) It is agreed that the Union will be permitted to post on bulletin boards provided by the Company:
- 1) Notices of Union recreational affairs.
 - 2) Notices of Union elections and election results.
 - 3) Notices of Union appointments.
 - 4) Notices of Union meetings.
 - 5) Such other notices as may be mutually agreed upon by the Union and Company.
- (B) The Company will afford the Union a segregated area on the bulletin boards clearly identified as "Union Business" where only Union notices will be displayed. The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property other than herein provided or permitted by applicable State or Federal law.

Section 4 - Information Provided to the Union

- (A) The Company will annually furnish to the Union Business Representative two (2) copies of the seniority list, showing rate, classifications, area/section, dates of hire and shifts.
- (B) One copy of the seniority list will be retained in the Site Manager's office. One copy will be given to the Steward and one copy will be sent to the Union's business office and in addition to the information specified above will contain the address of each employee.
- (C) Within fifteen (15) days of the end of each month, the Company will furnish the Union's Financial Secretary, a list of employees hired during that month in a mutually agreed to format.
- (D) Within fifteen (15) days of the end of each month, the Company will furnish to the Union's Financial Secretary, a list of employees laid-off during that month in a mutually agreed to format.
- (E) The Company shall provide the information noted in Paragraphs (A) through (D) in the first month following ratification of this Agreement. Thereafter, the Company shall provide notification of any changes to the original information as defined in this Article II.

Section 5 - Official Union Business

- (A) It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity representing employees of the employer or to serve on any Union Committee representing employees of the employer, except as provided in the Agreement. The steward will be allowed authorized absence, without pay, to attend one (1) scheduled Union meeting each month, on a date and during the hours certified by the Business Representative of the Union at least five (5) working days in advance of such meeting, operating requirements permitting.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Definition of Grievance

- (A) The term grievance (other than "Union grievance") as used in this Agreement is a written claim involving the interpretation, application or claim of breach or violation of applicable provision(s) of this Agreement which the employee has not been able to adjust with his Site Manager. The grievance must identify the applicable provision(s) of the Agreement that the Company is claimed to have breached or violated.

Section 2 - Grievance Procedure

- (A) The parties agree that all complaints and grievances should be resolved, whenever possible, with the appropriate Company Representative and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any employee or the applicable steward on his or her behalf with a complaint or issue should meet with the appropriate Company Representative in order to discuss and resolve the issue. The supervisor will make himself or herself available for such a discussion within one regular work day after being approached for such a meeting. The supervisor will have up to two (2) regular work days to resolve the issue before the grievance is reduced to writing. Both parties will make every effort to resolve the issue. The employee may have their Steward present if desired, however no grievance shall be settled without the presence of the Steward.
- (B) The following procedures apply in attempting to settle grievances that are not resolved by the employee and Site Manager.
 - 1) **STEP ONE** - Any employee believing they have been aggrieved as defined in section (1) of this Article, must meet with the appropriate Company Representative to present a written grievance, with or without their Steward. The grievance must be reduced to writing by the employee or Steward on a form mutually agreed to by the parties. Such written grievance shall set forth the complaint and remedy sought, the facts on

which it is based, the date(s) of occurrence, the applicable Article(s), Section(s) and paragraph(s) of the Agreement which is claimed to be the basis for the filing of the grievance, and this, together with any accompanying statement, shall be dated and signed by the grievant and the Steward. Any grievance must be presented to the appropriate Company Representative within five (5) working days from the date the employee became aware of the incident that gave rise to the grievance. If the employee or steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue via telephone, e-mail and other media to avoid travel expense for the parties. The Site Manager shall render his/her written decision to the Steward and the employee within five (5) working days after being presented the grievance. The employee, Steward or representatives of the Union may amend the grievance at any time prior to receiving the Company's written Step 2 answer, and the grievance may be amended after receipt of the Company's Step 2 answer by mutual agreement of the parties. If a settlement is reached it will be reduced to written form on the grievance form and the matter shall then be considered closed. If the Site Manager fails to provide his/her written response within this time limit, the grievance may be advanced to the next step. Any grievance settlement at Step One of the grievance process, whether by concession, withdrawal, settlement agreement or actions occurring due to the failure of either party to abide by the time limits of this section, shall not constitute a precedent binding upon the Company or the Union for future grievances.

- 2) STEP TWO - If not satisfactorily settled as outlined in (1) above, the written grievance may then be presented to the Program Manager or his designated representative, no later than five (5) working days after receipt by the Steward of the decision rendered in (1) hereof.

The Program Manager or his designated representative shall discuss the grievance by telephone, e-mail or other media with the Steward in an attempt to resolve the matter without involving travel for a meeting. In the event those efforts fail, a meeting will be scheduled between the parties. The Program Manager shall render a written decision thereon within five (5) working days after receipt of such appeal. If a settlement is reached it will be reduced to written form on the grievance form and the matter shall then be considered closed. If the Program Manager or his designated representative fails to provide a written decision within this time limit, the grievance may be advanced. Any grievance settlements at Step Two of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions occurring due to a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding upon the Company or the Union for future grievances.

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

- (D) The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.
- (E) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step Two of the grievance procedure as it is described in (B) (3) of this section.
- (F) Grievances arising out of a discharge or suspension without pay shall be submitted directly to Step Two described in (B) (3) herein. Should the Union elect to pursue such a grievance, the written grievance signed by the employee must be submitted to the Program Manager within ten (10) working days of the effective date of the action. If a written grievance is not submitted to the Program Manager within ten (10) working days of the effective date of the action, the right of the employee or Union to grieve the action is waived and no further action can be taken thereon. Such failure to act timely shall not set a precedent binding upon the Union or the Company for future grievances.
- (G) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.
- (H) It is mutually agreed that should an employee be unavailable to sign a grievance form and deliver it to the Company within the time limits specified in an appropriate step of the grievance procedure, the Union may forward the grievance unsigned. Requests for additional time due to circumstances of the unavailability of the employee to sign will not be unreasonably denied. The Union must secure the employee signature prior to the grievance form proceeding through the next step of the grievance procedure. The Company will incur no liability, if any, as a result of the delay incurred for the Union to secure the employee's signature.

Section 3 – Arbitration

- (A) A grievance which either party desires to contest further, and which involves the interpretation or application of the terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Union gives written notice to the company of its desire to arbitrate the grievance within ten (10) working days of the receipt of the decision provided in Step Three described in Article III, Section 2 (B) (3) or the grievance shall be deemed waived. Such waiver shall not constitute a precedent binding upon the Company or the Union for future grievances.
- (B) A full-time representative of the Union and the Company's representative shall have authority to discuss between themselves the possible settlement and/or compromise of the grievance, but in any event must move to request an FMCS arbitrator as provided herein within thirty (30) days after the Union's appeal to arbitration if no settlement has been reached by that time. This time limit may be extended by mutual consent of both the Union and the Company.

- (C) If the two parties' representatives are unable to reach a settlement; they shall immediately jointly request a list of qualified arbitrators from the United States Federal Mediation and Conciliation Service. The request shall be for a list of seven (7) qualified arbitrators. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.
- (D) The parties' representatives shall make the necessary arrangements to arbitrate the grievance, including the preparation and signing of a submission agreement which states the issue. In the event the parties' representatives are unable to agree upon the issue, the arbitrator shall determine the issue.
- (E) The arbitrator shall have the authority to determine, the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he authorized in connection with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness(es) shall be borne by the respective party.
- (F) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with arguments and briefs as desired. Said decision shall be given not later than thirty (30) days after the submission of the final briefs. It is understood and agreed that a decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties.
- (G) The parties will conduct arbitration cases at a location within twenty-five (25) miles of Andrews Air Force Base, Maryland.

ARTICLE IV

SENIORITY

Section 1 - Basis of Seniority and Establishment of Seniority Rights

(A) Probationary Period

All employees shall be considered probationary employees for the first ninety (90) calendar days of active employment, unless they were an employee of a predecessor contractor prior to the Company being awarded a service contract as a successor contractor, in which case they shall be considered as a regular

employee and shall not be subject to a probation period. Throughout this period, management will evaluate the probationary employee as to such factors as, but not limited to, work habits, willingness to accept varied work assignments and training, safety, productivity, quality of work, attendance, and ability to work with others. Upon completion of his/her probationary period, the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Management determinations as to retention, reassignment, or termination of probationary employees anytime during the ninety (90) day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

(B) Seniority

For purposes of this Agreement, seniority is defined as follows:

An employee's seniority begins on the date the employee was hired by the Company or predecessor contractor in any job classification provided for in this Agreement and represents all accumulated time for which the employee has served as an employee of the Company and all predecessor contractors in the performance of similar work at C-20 operation, Andrews Air Force Base, Maryland. The relative ranking of each employee for seniority purposes is determined by continuous length of service with the Company and all predecessor contractors. Seniority ranking among employees in the bargaining unit is relative to each employee's length of service i.e., the employee with the greatest length of service shall be deemed to be the most senior employee and the employee with the smallest length of service shall be deemed to be the least senior employee. An employee with a greater length of service is deemed to be more senior than an employee with a lesser length of service. All employees shall be ranked accordingly by comparing to their length of service to that of other employees in the bargaining unit and they shall be placed on a seniority roster showing their relative seniority ranking in the bargaining unit.

When two (2) or more employees have the same seniority date the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

(C) Rehire Seniority

Employees who may be rehired onto the contract will have their site seniority date based upon their date of rehire.

(D) Transfer Seniority

Employees who may be transferred onto the contract from another company location will have their site seniority date established as the date of transfer onto the contract. Such employees will have their seniority maintained for vacation eligibility and benefit determination purposes.

(E) Re-entering the Bargaining Unit

- 1) An employee who re-enters the bargaining unit from a position outside the bargaining unit may return to the last classification held, provided he/she meets the definition of fully qualified as defined in Article IV, Section 2 and has sufficient seniority to return. For purposes of this paragraph, seniority does not accumulate while outside the bargaining unit. In the event such employee does not have sufficient seniority to return to the last classification held, he/she may exercise displacement rights in accordance with Article IV, Section 2.
- (F) Seniority for vacation eligibility and benefit determination purposes will not be affected by (E) above.

ARTICLE V

EMPLOYMENT CONDITIONS

Section 1 - Sanitary, Safety and Health Conditions

(A) General

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

(B) Safety Rules and Regulations

Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies, and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.

(C) Clothing and Safety Equipment

As directed by the Company, protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment usage.

(D) Acts of Sabotage

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

(E) Medical Examinations

Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examination as may be directed by the Company. The Company shall pay for such examination. The employee will select the physician that will conduct the medical examination.

(F) Safety Committee

The Company agrees to maintain an Employee Safety Committee. One (1) of the members shall be selected by the Union from among employees of the Company within the bargaining unit. The Company shall designate one (1) other employee from its workforce.

Section 2 - Drug and Alcohol Free Workplace

The Company and the Union recognize the importance of maintaining a drug and alcohol free workplace and agree that the Company can, from time to time, implement changes to its current rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof.

-

(A) Random Drug Testing

All employees working on DOD projects will be required to submit to drug testing on a random basis.

- 1) Selection of employees for random testing will be conducted through the use of a blind random number generator or other neutral selection process and will not include more than twenty-five percent (25%) of employees in any given year.
- 2) When an employee is selected for random testing, the employee shall be notified within two (2) hours after the start of his/her shift and the test shall occur before the completion of that shift.
- 3) An employee whose random drug test is deferred will be subject to an unannounced test within 60 days.
- 4) Other testing, as required by government contracts, and/or rules and regulations of federal government agencies, will be conducted under applicable terms and conditions.
- 5) Employees are expected to cooperate fully during a drug test. The employee will be advised that the drug test is mandatory, not voluntary. The employees will read and sign the Company's Drug Testing consent form prior to testing. The form will include the authorization to release to the Company only those results permitted by Federal and State laws.

- 6) During an alcohol/drug test, the employee will be required to provide biological specimens. All testing will be conducted by a DOT approved medical testing laboratory, with split sample integrity and chain-of-custody procedures in place to ensure proper specimen collection and handling security. Any test sample result that comes back positive will be retested to verify the accuracy of the results.
- 7) Where employees are found to have tested positive on a split sample random drug test, the employee will be immediately terminated

(B) Employee Assistance

- 1) The company will provide an Employee Assistance Program (EAP). Their (800) number will be posted at each company work-site.
- 2) Employees seeking assistance will be assured that the strictest possible confidentiality will be maintained at all times regarding their activities. Only the employee, their full-time Union representative, and those management officials who have an absolute "need-to-know" will have any knowledge of the employee's actions.

Section 3 - New Technology

The Company and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace, and, thereby, provide economically secure jobs for its employees. It is the Company's policy when possible to assure that training is available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.

ARTICLE VI

EMPLOYEE PRIVILEGES

Section 1-Vacations

(A) Definitions

- 1) The term "seniority" as used in this Section, shall be the site seniority to which an employee is entitled under the provisions of Article IV Section 1 of this Agreement.
- 2) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employee's base rate of pay as defined in Article VII, Section 1. Pay for each week of vacation for an employee who is a part-time employee as of his vacation eligibility date shall be proportionately reduced, for example: An employee who is regularly scheduled to work five (5) days a week, four (4) hours a day will be entitled to twenty (20) hours pay at the employee's base rate of pay for all

paid hours on his vacation eligibility date for each week of vacation. A "full-time" employee means an employee who is regularly scheduled to work five (5) or more standard daily shifts per week and all other employees shall be deemed to be part-time employees.

- 3) An employee may rollover up to 240 hours of earned (accrued) vacation each year. In the event that operational or government requirements make it impossible for an employee who has a balance of more than 240 hours at the end of a year to take that additional time off, management will have the option to roll this additional vacation over to the following year or to pay the employee in lieu of that vacation.

(C) Vacation Benefits for bargaining unit employees on the Active Payroll of the Company are as follows:

- 1) An employee with more than one (1) year but less than five (5) years seniority on his vacation eligibility date and who is on the active payroll on his vacation eligibility date shall be entitled to twelve (12) days of vacation with pay.
- 2) An employee with five (5) years seniority but less than twelve (12) years seniority on his vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to seventeen (17) days of vacation with pay.
- 3) An employee with twelve (12) years or more seniority on his vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to twenty-two (22) days vacation with pay.

(D) Vacation Benefits for an Employee who Terminates or is Terminated, Laid Off, or who Entered the Armed Forces Pursuant to Article IV, Section 4 of this Agreement.

- 1) An employee who has earned a vacation with pay which has not been used at the time he terminates, is terminated, enters the Armed Forces pursuant to Article IV, Section 4 of this Agreement, is laid off, or who dies shall receive such pay for such unused vacation as he has earned under the provisions of Subsection (A) and (B) of this Section.

(E) Scheduling of Vacation

- 1) Earned vacation may be taken in consecutive weeks or in one (1) week increments. In addition, with prior approval, vacations may be taken in one-day increments provided the vacation requested is approved at least forty-eight (48) hours in advance.
- 2) It is the policy of the Company to approve scheduled vacations when they least interfere with production. Consideration will be given to the employee's personal plans and preference for a suitable time which is acceptable and in keeping with his seniority, except that no more than one preferred vacation period or date per employee may be scheduled on the basis of seniority in any one calendar year. The Company shall endeavor to honor vacation requests as scheduled. If a conflict exists,

the appropriate Company Representative shall use his best efforts to solve them.

Section 3 - Military Reserve Training Leave

- (A) An employee on the active payroll of the company who is required to engage annually in up to fifteen (15) days of military reserve training shall be granted a leave of absence for the period of training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for his normal fifteen (15) day work schedule. Normal, for the purposes of this section shall mean an eight-hour day work schedule for each day of training at the employee's base rate of pay, for all hours paid.

Section 5 - Leaves Without Pay

- (A) Leaves of absence without pay shall be granted to employees for a period not to exceed thirty (30) calendar days during the year, subject to operational requirements of the Company. A leave of absence may be extended by the Company. A request for leave must be submitted on a Request for Leave of Absence form, and approved in writing by the applicable Company Representative prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. In the event an employee protests the Company Representatives refusal to grant such a leave of absence, the matter will be referred to the Program Manager or his designee for final determination.
- (B) In the case of emergency such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, approved by the applicable Company Representative or Regional Manager and forwarded to the Human Resources Office.
- (C) For good and sufficient reason the Company may extend the period of the leave. The leave of absence, properly approved, shall not in any way jeopardize the employee's standing with the Company.
- (D) Leaves of absence without pay will be granted by the Company on two weeks written request of the Union to persons designated by the Union for Official Union business or to attend conventions, educational or other functions of the Union. Seniority and benefits will accumulate during such leave.
- (E) The Company will comply with all Federal posting requirements and responsibilities under the Family and Medical Leave Act. The Act allows up to 12 weeks of unpaid personal leave for certain circumstances such as birth or adoption of a child, and care of a temporarily disabled family member.
- (F) Extended military leaves of absence will be administered in accordance with the Uniformed Member Employment Rights Act. Upon return from extended military leaves of absence, the employee will be reinstated.

Section 6 – Holidays

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

New Year's Day
Martin Luther King Jr. Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Two (2) Floating Holidays
Employees Birthday

A Floating Holiday may be taken with twenty-four (24) hours of advanced notice. Once an employee has submitted a Floating Holiday request, the supervisor shall notify the employee within twelve (12) hours after submission of the Floating Holiday request of the approval/disapproval of the request.

- (B) Full pay for eight (8) hours at the base rate for all hours paid shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls or for any day for which holiday pay is due under this Article.
- (C) In order to be eligible for holiday pay, an employee must have worked or have been on a vacation or authorized paid leave on the last workday before or the first workday after the holiday; except that when the holiday falls on the day before employment or the day after termination, the employee shall not receive holiday pay.
- (D) Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared a legal holiday and generally observed by the Military at the respective Military site(s). Whenever one of the above holidays falls on Saturday, the Friday immediately proceeding shall be observed, if officially declared a legal holiday and generally observed by the Military at the respective Military site(s).

Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.

- (E) Should a holiday fall upon the sixth or seventh day of the standard workweek of an employee assigned to an odd workweek, the preceding or the following day, respectively, shall be considered a holiday for such employee.
- (F) If one or more of the above holidays occurs while an employee is on an authorized vacation, holiday pay will be substituted for a vacation day.

Section 7 - Rest and Lunch Periods

- (A) Unpaid lunch periods will be established by the Company for a period of one (1) hour, at approximately the midpoints of the shifts, in keeping with sound plant practices and efficiencies.
- (B) Each employee shall be given a fifteen (15) minute rest period during each half of the standard day and night shifts at such times as are designated by the Company.

Section 8 - Jury Duty

- (A) When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to serve as a witness in a case in a court of law to which he is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, he shall be paid for those hours for which he is absent from work for such reason during his normal 8-hour work day or normal 5-day work week, less the fee or other compensation paid him with respect to such jury duty or such service as a witness. In order to receive pay under this section the employee must deliver to the Company the summons calling him for such duty within three (3) working days after it is received by him.
- (B) Pay for such work time lost for jury duty and service as a witness shall in no event exceed, for any one employee, a total of thirty (30) normal 8-hour workdays in any one calendar year. Pay for such work time lost shall be computed at the employee's rate of pay and Flexible benefit credits at the time of such absence. In no case will payment be made for jury duty or service as a witness performed on the sixth or seventh day of an employee's standard work week or for hours in excess of the employee's normal 8-hour work day.
- (C) If an employee assigned to day shift serves as a juror or witness less than a full day in court, the employee will be expected to report to work if he can perform four (4) consecutive or more hours of work. If an employee assigned to the second shift or third shift is absent from his work on such shift on the calendar day he serves as a juror or as a witness, such absence shall be deemed to be an absence from work in order to serve as a juror or as a witness. In order to receive compensation as a witness, a fee should be demanded by the employee at the time he is served with a subpoena.
- (D) An employee must promptly notify his designated Company Representative of any notice the employee receives to report for jury duty or as a witness and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, or as a witness and the compensation paid, excluding transportation allowance. Certification from the court clerk must be obtained and turned into the payroll section for all dates the employee is required to appear.
- (E) In no event shall payment under this article be paid during any leave of absence, layoff, or absence due to a sickness or any injury covered under the Company's Short-term Disability plan or Worker's Compensation provisions.

Section 9 - Employee Benefits

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

Section 10 - Temporary Duty Assignments (TDY)

- (A) Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have their transportation provided for by the Company. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. The Company will pay any additional cost for reasonable lodging above the rates listed in the JTR, if the employee has obtained approval from Site Supervisor prior to incurring such expense.
- (B) While an employee assigned to such Temporary Duty Assignment (TDY) is traveling to that Temporary Duty Assignment (TDY) assignment and returning to his regular workstation from such assignment, he/she shall be paid, at the regular rate for all travel in accordance with the following. If traveling by commercial airlines, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee will be allowed actual travel time from the worksite or quarters to home. The Company reserves the right to determine the reasonableness of travel time. If the employee travels by personally owned vehicle (POV) or company provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime.
- (C) Employees on TDY assignment will be paid their normal classification rate.

ARTICLE VII PAY PROVISIONS

Section 1-Wages

(A) Definitions:

- 1) An employee's "base rate", for purpose of this Agreement, shall be the straight time hourly rate of pay applicable to that employee's classification provided for in Appendix A.
- (B) All bargaining unit employees currently classified in the classifications as identified in Appendix A shall receive the wages as listed in Appendix A.

Section 2 - Overtime

- (A) The Company reserves the right to require employees covered in this Agreement to perform overtime work in order to meet the requirements of the government contract with the Army. When such overtime is required employees selected shall be given as much advance notice as possible.
- (B) No overtime will be worked by an employee unless it has been authorized by the proper supervisory personnel of the Company.
- (C) When overtime is assigned, employees will be compensated at a rate of one and one half (1½) times their regular rate for all hours worked or traveled:
- 1) In excess of forty (40) hours in their normal workweek.
- (D) The Company will not alter the employees assigned work schedule to avoid the payment of overtime.
- (F) Employees working a holiday will be paid the eight (8) hour holiday pay plus time and one half pay for all hours worked on the holiday.
- (H) No employee shall receive more than one overtime rate for the same hours worked.

Section 3 - Hours and Days of Work

- (A) The purpose of this article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of work for any period.
- (B) The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).
- (C) The normal work day for each shift shall consist of eight consecutive hours, exclusive of an unpaid period of one hour for a lunch break, except for those employees assigned to an alternate work day and/or work week schedule.

- (D) The standard workweek shall begin at 0001 hours on Friday and end at 2400 hours Thursday. In the event the standard workweek is changed by the Company, the Company will provide its employees and the Union with thirty (30) days notice.
- (E) Five (5) days, Monday through Friday shall constitute the normal week. However, the Company reserves the right to engage, alter, or rotate personnel to work schedules other than those constituting the normal work week for the purpose of seven (7) day coverage.
- (F) Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of the business and to assure efficient and timely operations within the various shifts set forth in Section G below.
- (G) Employees tardy solely because of the gates being closed by the military will not be counted as tardy and will be allowed to complete eight (8) hours of work.
- (H) Flex Time. The parties agree that work schedules may need to be temporarily altered to meet the needs of employees from time to time. To accommodate absences that are anticipated an employee may request to alter his/her regularly scheduled hours of work within a workday. For example, an employee may plan to work two hours on Monday in order to leave for two hours for a personal commitment on that same day. Work schedule modifications may only occur with notification at least forty-eight (48) hours in advance and approval of the supervisor.

Section 4 - Pay Period

- (A) Pay checks shall be issued to employees within eight (8) days after the last day of the pay period and shall represent the earnings of the employee from Friday, the beginning of the first week through Thursday the evening of the second week.
- (B) Payday will customarily be on Friday.
- (C) In the event the Company accounting department changes pay periods, the Company will provide the Union and its employees a thirty (30) day notice of such a change.

Section 5 – Effective Date of Economic Improvements

- (A) Unless otherwise specified, the effective date of all first year economic improvements shall be .

ARTICLE VIII

JOB DESCRIPTIONS

Section 1 - Application of Job Descriptions

- (A) The job description included in Appendix C describe typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements do not fit all specific individual work assignments, and the description when written was stated so as to be broad enough to include all variations of work in the classifications.
- (B) If, during the term of this Agreement, it becomes necessary for the Company to establish new job classifications within the bargaining unit, the Company and the Union shall mutually agree upon the proper rate range for the new position. 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 IX

Duration

This Agreement will be in full force and effect from August 31, 2010 to and including August 31, 2013, and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by registered mail.

In witness thereof the parties hereto have caused this Collective Bargaining Agreement to be executed by their authorized agents

International Association of
Machinists and Aerospace Workers
District Lodge 4

DynCorp International LLC
C-20 COMBS Program
Andrews Air Force Base

APPENDIX A

| Base Hourly Pay Rates: | 1/1/10 | 10/1/11 | 10/1/12 |
|--------------------------------------|---------------|----------------|----------------|
| Supply Technician | \$28.55 | \$29.41 | \$30.29 |
| Ground Support Equipment Mechanic | \$27.83 | \$28.67 | \$29.52 |

APPENDIX B DYNCORP EMPLOYEE BENEFITS PLANS

As these Plans are provided by outside vendors and/or are 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 October 1, 2010, 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.

Flexible Benefit Credits

| Effective | 5/01/12 | 5/01/13 | 5/01/14 |
|------------------|-----------------|-----------------|-----------------|
| Bi-Weekly | \$550.00 | \$600.00 | \$650.00 |

An Employee must work and/or be paid for a minimum of forty (40) hours in a bi-weekly Pay Period to receive flexible credits for that Pay Period. Part time employees shall not be eligible for benefits but shall receive a proportionate amount of the biweekly flexible benefits credit amount based on hours worked.

Employees may opt out of Benefits coverage for any of the items and shall receive payment for the cost not paid for such benefits up to the maximum amount of the Health and Welfare Benefit rates.

Section 2 – I.A.M. National Pension Plan

(A) The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof 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:

\$0.45 effective October 1, 2010

\$0.50 effective October 1, 2011

\$0.55 effective October 1, 2012

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

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 - Tuition Reimbursement

An employee satisfactorily completing an outside training course, which has been approved in writing by the Program Manager prior to the employee beginning such course, will be reimbursed for job related courses at eighty percent (80%) of the tuition, books and supplies, provided the employee obtains a grade of "C" or better.

Appendix C

Position Description: Supply Technician

PRINCIPAL FUNCTION

Operates the Site COMBS/Support Section/Tool room. Manages all assigned inventory and equipment. Coordinates and expedites flow of material, parts, and assemblies supporting Site C-20 maintenance requirements in accordance with established policies and procedures. Reviews production schedules and confers with Program Resource Manager, Site Supervisor, and Lead Mechanics to aid in supporting parts required or overdue and to locate parts. Requisitions parts and materials and establishes delivery priorities. Is responsible for ordering, tracking, and insuring timely delivery of parts required. Examines parts delivered to verify correctness and serviceability. Monitors and controls movement of parts in the repair cycle to home office or appropriate repair station. Completes all required hard and computer documentation. Uses Company provided computer systems including automated maintenance management system.

Reports to the Site Supervisor or Assistant.

ESSENTIAL DUTIES

- Coordinates material and component inventory at Site, and processes and expedites supply transactions to insure timely repair and receipt of required items.
- Processes supply requests from maintenance technicians.
- Assists maintenance technicians in the research of parts requests, and performs research/validation to backorder non-filled issue requests.
- Coordinates and expedites flow of material, parts, and assemblies between C-20 Program Management Office (PMO) and Site Supervisor
- Reviews maintenance schedules and confers with site supervisor or scheduler to support time change items and other material required or overdue, and locates and expedites required items for timely delivery.
- Arranges movement of parts or material between site and other locations as directed by home office or site supervisor.
- Completes and maintains required paper and automated supply records.
- Maintains paper and automated inventory records and insures accountability of parts, material, and equipment on site.
- Prepares reports and gathers and submits other data as requested by the site supervisor or PMO.
- Performs clerical and physical tasks in connection with shipping and receiving parts and equipment.
- Verifies outbound shipments are accurate by comparing items to be shipped with documents, insures items are properly packaged, identified with shipping information, and loaded into transport, and prepares and keeps records of items shipped

- Verifies the correctness of incoming shipments by comparing items received 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.

- Supports and complies with procedures for controlling cross-cannibalization of reparable assets.
- Supports storage area for reusable containers.
- Monitors receiving inspections are performed on parts and engines.
- Maintains an orderly Contractor Operated Managed Base Supply (COMBS)
- Documents requisitions, issues and receipts in the automated system and maintains manual records as required.
- Orders all materials and parts using established supply priorities.
- Monitors special tool for calibration and processes for repair/calibration.
- Processes reparable items through the program's repair cycle.
- Verifies and monitors each back ordered request.
- Participates in aircraft documentation reviews.
- Conducts annual inventory as directed.
- Ensures that items requiring special containers or boxes are properly containerized prior to movement.
- Obtains, uses, handles, and disposes of hazardous materials in accordance with existing MSDS, applicable state and federal guidelines, customer directives and company policies.
- Operates general and special purpose motor vehicles, including tugs and forklifts.
- Makes special deliveries and pickups as time permits and with prior approval.
- Receives, stores, and issues hand tools, machine tools, replacement parts, and equipment to maintenance personnel.
- Keeps records of tools and equipment issued to and returned by workers.
- Searches for lost or misplaced tools and equipment.
- Keeps tool and equipment inventory and requisitions new tools and equipment as needed.
- Unpacks and stores new equipment and tools.
- Visually inspects tools and equipment in his or her care for wear or defects and reports damage or wear beyond useful life to site supervisor.
- Performs tool and equipment corrosion prevention and control.
- Etches or otherwise marks tools and equipment for control.
- Practices good housekeeping, tool control, FOD awareness/prevention and safety at all times.
- Assists with aircraft/equipment movement and flight line and hangar foreign object damage prevention walks and housekeeping.
- Shall perform other job-related duties as may be assigned.

QUALIFICATIONS

- Must have a minimum of two years' hands-on material coordinator, material expediter, supply technician experience, or tools and parts attendant experience.
- Must have an in depth knowledge of company supply systems operation, terminology, procedures, and typical automated supply systems operation.
- Completion of a military supply technician technical school is desired.
- Must be able to read, write, speak and understand English.
- Must have a working knowledge (aircraft/vehicle movement and safety/hazards) of flight line operations.
- Must be able to successfully complete job training and demonstrate required job proficiency in all areas of assigned supply responsibilities, as well as all other assigned duties, within 60 days of hire or task/duty assignment.

- Must have at least a working knowledge (input and extract data) of computers.
- Must be able 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.
- Must have at least a working knowledge of common aircraft hand and special tools.
- Must be able to work dayshift, nightshift, overtime, or weekend duty, and overtime, and travel as part of a maintenance recovery team or deployed maintenance team as required.
- Must have a working knowledge of aircraft safety directives.
- Must be willing and able to deal with the customer and company employees in a courteous, professional and effective manner.
- Must be willing and able to conduct specialty on the job training
- Must be willing and able to obtain and maintain a SECRET security clearance.
- Must have a current civilian driver's license.
- Must be willing and able to work with job required hazardous materials.
- Must have a working knowledge of the methods used to protect delicate material.
- Must have a working knowledge of base, federal and company procedures for the handling, transportation and disposal of hazardous waste materials

PHYSICAL DEMANDS AND ENVIRONMENTAL CONDITIONS

This classification activity is usually accomplished in a hanger/flight line-like environment and as such requires the scope of physical movements and postures normally associated with aircraft and equipment maintenance in such an environment. Typical physical activities include climbing, mounting and dismounting vehicles and stands, standing, stooping, bending, lifting, pushing, pulling, crouching, kneeling, twisting, stretching, walking, working in tiring, uncomfortable positions, and motor vehicle operation. May require lifting of objects whose weight normally will not exceed 50lbs. Special vision abilities required to perform this job are close, distant, and peripheral vision, depth perception and the ability to adjust and focus.

The diversity of 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). 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.

Position Description

SCA 23380 Ground Support Equipment Mechanic

Job Summary

The Ground Support Equipment Mechanic diagnoses malfunctions and repairs Ground Support Equipment (GSE)

Principle Accountabilities

JOB DUTIES & RESPONSIBILITIES

- Advises and trains lower grade workers on diagnosis and repair of less complex repair/maintenance problems
- Inspects and approves completed maintenance actions, solves repair problems by studying drawings, wiring diagrams and schematics, and technical publications
- Uses automated maintenance data systems to monitor maintenance trends, analyze equipment requirements, maintain equipment records, and document maintenance actions, and analyzes, diagnosis, and repairs GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools.
- Maintains external fuel and grounding systems
- Performs scheduled and unscheduled maintenance on GSE
- Inspects, tests, and operates GSE to determine equipment serviceability and proper operation
- Services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air
- Diagnoses mechanical and electronic circuitry malfunctions using visual and auditory senses, test equipment, and technical publications
- Disassembles and assembles malfunctioning GSE accessories and components
- Removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations.
- Prepares GSE for storage and mobility deployment; and operates, cleans, inspects, and services GSE towing vehicles.
- Maintaining vehicle records
- Maintains and updates paper and electronic equipment records
- Provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations
- Practices good housekeeping, tool control, Foreign Object Damage

prevention, and safety at all times.

OTHER or ADDITIONAL RESPONSIBILITIES

- Perform other duties as requested

Management Responsibility

Reports to

Internal/External Contacts

Knowledge & Skills

- These are SCA jobs and will vary accordingly by assignment within and across contracts.

Experience & Education

- Typically

Physical Requirements/Working Environment

Travel

No travel required

Disclaimer

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.

LETTER OF UNDERSTANDING # 1

General Provisions

The parties agree that the following general provisions be included in the Collective Bargaining Agreement as this letter of understanding:

- (A) The company will provide copies of this agreement to all employees within 90 days of Union Acceptance of the CBA by the Bargaining Unit, paid for equally by the Company and the Union.
- (B) An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day if the employee's injury is serious enough to preclude his return to work. Where necessary, the Company will furnish transportation as soon as possible for an injured employee to receive medical treatment. Subsequent treatment for Workers Compensation cases in a doctor's office, clinic or hospital will be charged to an employee's available sick and personal time.
- (C) Employees entitled to free physical examinations as a condition of employment will receive the examination during their normal duty hours without loss of pay. The Company will provide a copy of the results to the employee upon written receipt.

The above provisions are agreed upon between the parties. The parties agree that the provisions of this Letter of Understanding are effective during the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended by mutual agreement of the parties.

Agreed:

For the Union

For the Company

Joseph R. Compher
Business Representative

George H. Glasser
Director, Labor Relations

LETTER OF UNDERSTANDING # 2

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). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

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.

For the Union:

For the Company:

Joseph R. Compher
Business Representative

George H. Glasser
Director, Labor Relations