COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DYNCORP INTERNATIONAL LLC

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE 725

NAF El Centro, CA

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Agreement

This Agreement is made and entered into this-22ND day of July, 2015, by and between DynCorp International LLC hereinafter called the "Company" and District Lodge 725 of the International Association of Machinists and Aerospace Workers, hereinafter called the "Union."

Article 1
Recognition

Section 1.1 Recognition The Union, having been certified by the National Labor Relations Board in Case No. No. 21-RC-20923 (El Centro), is hereby recognized by the Company as the exclusive bargaining agent for the employees covered by this Agreement, as set out in Section 1.2.

Section 1.2 Bargaining Unit The Company and the Union agree that the employees covered by this agreement shall consist of the following: All full time and regular part-time Aircraft Mechanics employed by the Company on the T-34/44 contract working at MAF El Centro, CA. Excluded from coverage are all other employees of the Company, including, but not limited to, office clerical employees, professional employees, temporary employees, guards and supervisors as defined in the Act.

Section 1.3 With the exception of the exclusions from coverage listed in Section 1.2, where there is a reference to "employee" or "employees" in this Agreement, it refers to employees covered by this Agreement as set out in Section 1.2. The use of the pronoun "he" or "his" shall be deemed to include female employees.

Section 1.4 Non bargaining unit personnel may perform the work of bargaining unit employees provided such work does not result in layoff or reduction in straight time hours under the following circumstances: a.) For the purpose of instructing and training employees; b.) Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances which would require immediate action; c.) When an employee fails to report to work, and other qualified employees are not available in the classification; d.) Supervisor may perform bargaining unit work when an increase in workload or employee absences may cause the work schedule to be delayed, causing operational problems; e.) Lack of necessary skills required to complete a specific task.

Section 1.5 The Company agrees and it is hereby understood that the Union shall designate and the Company shall recognize one (1) Shop Steward. After obtaining approval from his supervisor, which shall not be unreasonably withheld, the Steward shall perform his duties as Shop Steward during straight time work hours without loss of pay or benefits. The Steward shall be empowered to adjust grievances occurring under his jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this agreement.

Section 1.6 Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the manager or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized representatives of the Union must be escorted by a Company Representative at all times they are on Company premises.

Article 2
Management Rights

Section 2.1 The Company retains the sole and exclusive right to manage the business, to direct and control its operation and its workforce, and to make any and all decisions affecting the business, whether or not specifically mentioned in this article and whether or not heretofore exercised as it seeks to achieve and maintain maximum efficiency in its operations as it continues to provide service to its primary customer, the U.S. Navy.

Section 2.2 The parties recognize that the Company's rights include but are not limited to the following: The right to hire, assign, promote, demote, and layoff; transfer from one job classification to another; discipline, suspend, and discharge employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; control, direct and schedule the work force; to maintain discipline and efficiency of employees, to determine when overtime shall be worked; to install or remove equipment; to discontinue the operation of the business by sale or otherwise, in whole or in part at any time; to determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Company; to change the processes or types of work to be done in or out of the facility; to increase or decrease the number of work shifts; to change shift starting and ending times; to determine the work duties of employees; to promulgate and enforce rules and regulations; to change, combine or abolish job classifications and to require that duties other than those normally assigned be performed; to determine job content and qualifications; to determine work pace and job performance levels; to set quality and quantity standards and methods of evaluation; to introduce new or improved methods or facilities, regardless of whether or not the same causes a reduction in the working force; to discontinue work performed by employees of the Company and/or to subcontract the same; to assign work to other persons not in the bargaining unit, and in all respects to carry out, in addition, the ordinary and customary functions of management.

Section 2.3 The foregoing statement of the rights of management and of Company functions are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, powers or authority the Company previously enjoyed or exercised are retained by the Company and may be exercised by the Company, except those specifically abridged or modified by this Agreement.

Section 2.4 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 to the Navy. 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.

Article 3
Nondiscrimination

Section 3.1 The Company and Union recognize that a harmonious and productive workplace is enhanced through policies and practices, that encourage non-discrimination and equal opportunity. The Company and the Union agree that employees covered by this Agreement may not be discriminated against based on their union activity, or otherwise in violation of the provisions of the Labor Management Relations Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; the Vocational Rehabilitation Act, as amended; the Americans with Disabilities Act as amended; or within the requirements and limitations of any other California or federal statutes or regulations which affect the employment of employees covered by this Agreement.

Section 3.2 Union Security

a. All employees in the bargaining unit must, as a condition of continued employment, be 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, 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 a 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, but not both.

d. Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay an amount necessary to satisfy the financial obligation to the Union for dues or agency fees during the period provided for in said authorization. Deductions shall be made from the first pay of the employee after receipt of the authorization and monthly thereafter from the first pay of the employee in each month.

e. Deductions provided in this Article shall be remitted to District Lodge #725 no later than the tenth (10th) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish District Lodge #725 monthly, with a record indicating payroll ending date and names of those for whom deductions have been made and the amounts of the deduction, and the names of those employees from whom deductions were not made and the reasons they were not made.

f. 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 by reason of action taken, or not taken, by the Company for the purpose of complying with any provisions of this article.

g. The parties agree that check-off authorization shall be in the following form:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO
MEMBERSHIP APPLICATION AND/OR CHECK OFF AUTHORIZATION

Name **Date** **Card No.**

Address _____ **M__ F__** **Date of birth** _____

City _____ **State** _____ **ZIP** _____ **Phone** _____ **Birthplace** _____

SS No. _____ **Employer** _____ **Hourly Wage** _____

Hire Date _____ **Class of work** _____ **Years experience** _____ **Shift: 1__ 2__ 3__**

****

Membership Application. Check here: __ To the Officers and Members of Lodge No. _____ (the "Lodge" or "Union"), I **hereby tender my application for membership in the International Association of Machinist and Aerospace Workers, AFL-CIO (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to sign a membership application as a condition of employment and that this application for membership is voluntary. I agree to obey the laws of the IAM and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.**

If former member of IAM: Card No. _____ **Lodge No.** _____ **Location** _____ **Last dues paid** ____

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Check-Off Authorization. Check here: ___ I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo for, union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

The following information is strictly voluntary and is requested for the sole purpose of providing improved services to our membership:

I am __Caucasian __ African American ___ Asian __Hispanic__Pacific Islander__Native American __Other.

****

Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM **Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.**

YOUR SIGNATURE DATE

_____

Article 4
No Strike - No Lockout

Section 4.1 No Lockout The Union and the Company have agreed to work cooperatively for the advancement of the business and its employees. Under no circumstances will the Company lockout employees from the work place during the term of this Agreement.

Section 4.2 No Strike Under no circumstances will the Union, its officials or duly authorized representatives order, sanction, permit or endorse any form of industrial action including but not limited to strikes, sympathy strikes, work stoppages, walkouts, slow downs or picketing. Therefore, the Union, its officers, local Union president and steward(s) agree that during the term of this Agreement neither it nor they will call, sanction, condone or participate in any primary or secondary strikes, whether general or limited, walk-outs, stoppages, slow-downs of work, organized absenteeism, sickness, or other refusals to work, picketing the Company or any of its parents or subsidiaries, sit-downs of any kind, sympathy strikes, or refusals to cross the picket lines of any other Union.

Section 4.3 The Company shall have an absolute right to discharge or otherwise discipline any employee or employees who may participate or engage in any activity in violation of the provisions of this Article without recourse to the grievance procedure or arbitration. Provided, however, that an employee who alleges that he did not participate or engage in any activity in violation of the provisions of this Article shall have recourse to the grievance and arbitration procedure for the sole purpose of ascertaining whether he did so participate. If it is determined that he did not participate, the arbitrator shall determine the amount of backpay pursuant to the arbitration procedure contained in Article 5.

Section 4.4 In the event that any of the employees covered by this Agreement engage in any of the conduct described in the provisions of Section 4.2 of this Article, the Union and its officers, local Union president and steward(s), jointly and severally, shall, in good faith, immediately upon receiving notification from the Company in writing of the occurrence of a violation:

1. Publicly disavow such action by the employees immediately.
2. Advise the Company in writing that such action by employees has not been called or sanctioned by the Union.

Article 5
Grievance Procedure and Arbitration

Section 5.1 The provisions of this Article shall set forth the sole and exclusive procedure to remedy a claim of a violation of the Agreement. Nothing herein shall interfere with the prompt adjustment of grievances at the job level by conference between a supervisor, steward and/or the employee involved.

Section 5.2 A grievance shall be limited under this Agreement to disputes arising over an allegation by an employee or the Union of a violation of the express provisions of a specific Article or Section of this Agreement.

Section 5.3 Step 1 Should a grievance arise between the Company and any employees or the Union, the Union or the Steward may present the grievance, in writing, to the Company, specifically identifying the Article and Section of this Agreement that is alleged to have been violated, the facts on which the grievance is based and the remedy requested. The grievance will be presented on a form to be agreed upon by the parties. A grievance must be presented within ten (10) calendar days following the event giving rise to such grievance, or from the date the employee knew or should have known of the violation. Any grievance not presented to the Company within that 10-day time period shall be forfeited and waived and shall be a bar to further action pursuant to this Grievance Proecdure. Any individual grievance from an employee that affects the wages, hours or working conditions of any employee must be signed by the employee. Grievances affecting all employees will be signed by the Union.

Section 5.4 - Step 2 The Union representative or the Union Steward and the Company's designated representative shall meet within five (5) business days after the grievance is filed to discuss and attempt to adjust any such grievance. The Company will produce at this meeting, or in advance of the meeting, at its own cost and without the need of a request by the Union the records it relied upon to reach the conclusion or make the decision which resulted in the instant grievance.

Section 5.5 Step 3 The Company will provide its answer to the grievance in writing within five (5) business days after such meeting.

Section 5.6 Request for Arbitration Within five (5) business days after the Company has provided its answer to the grievance as provided in Section 5.5, the Union may request in writing that the grievance be submitted to binding arbitration. Failure of the Union to file a timely request for arbitration shall constitute a waiver and shall be a bar to further action. If the Company fails to meet or answer within the time limits specified herein, the grievance is deemed denied, and the Union may proceed to arbitration pursuant to the terms of this Agreement.

Section 5.7 If a grievance is to be submitted to arbitration pursuant to Section 5.6, the representative of the Union and a representative of the Company shall attempt to agree upon an arbitrator to pass upon the matter. If unable to agree upon an arbitrator, then they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) names from which the arbitrator will be selected by alternately striking one name each. The person whose name remains on the list shall be named arbitrator.

Section 5.8 The arbitrator so selected shall schedule a prompt hearing at which time he shall have the power to make determinations of fact from the questions submitted to him and apply them to the provisions of the Agreement alleged to have been violated so long as the grievance is submitted to him in accordance with the provisions, limitations and procedures specified in this Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any terms of this Agreement, or to impair any of the rights reserved to management under the terms hereof; nor shall he have the power to substitute his discretion for that of management in any matter where management has not contracted away its right to exercise discretion. Disciplinary action in any form imposed by the Employer shall be subject to the grievance and arbitration procedure. The arbitrator shall have no authority to overturn any discipline, discharge, or suspension decision by the Company unless such decision is shown by the Union through a fair preponderance of the evidence to be arbitrary or capricious, or discriminatory in violation of the non-discrimination clause of this Agreement.

Section 5.9 The arbitrator shall be bound by the facts and evidence submitted to him and may not go beyond the terms of this Agreement in rendering his decision and the decision of the arbitrator shall be supported by substantial evidence on the record as a whole. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

Section 5.10 In no event shall any disposition or award upon any grievance be made retroactive for more than thirty (30) days prior to the date of the violation alleged in the grievance. Should it be determined that any employee was disciplined or discharged improperly, such employee shall be restored to his former status; provided, however, that the Company shall have the right to credit against any back pay award any earnings, compensation or remuneration received by employee, including but not limited to, income from employment of any kind, unemployment compensation, workers compensation, or any other disability benefit.

Section 5.11 Unless it is mutually agreed otherwise, each grievance shall be handled by a separate hearing except that all grievances arising out of identical sets of facts or the same incidents may by agreement be heard together.

Section 5.12 The arbitration hearing shall not occur on the property of either of the parties. The fees and expenses of the arbitrator and the hearing room shall be borne equally by the parties. Each party shall bear the expense of preparing and presenting its own case, including those of witnesses and representatives at such hearing. Either party shall be free to order a transcript and pay for it.

Section 5.13 No dispute, misunderstanding, difference or grievance between the parties arising out of events which occurred either prior to the execution of this Agreement or after the expiration of this Agreement shall be submitted to arbitration under the provisions of this Agreement.

Section 5.14 Any disposition of a grievance accepted by the Union, or from which no proper and timely appeal to arbitration has been taken under Section 5.6, will be considered final and conclusive and binding upon all employees and the Union and the grievance closed.

Section 5.15 Any time limits contained in this Article may be extended by mutual agreement between the Company and the Union or the Steward. At any time during the grievance process contained in this Article, the Union and the Company may agree to a binding settlement of the grievance.

Article 6
Wages and Hours

Section 6.1 Wages

General Increases - Rates of pay are set forth below:

Effective October 1, 2015 – 2.00%
Effective October 1, 2016 – 2.25%
Effective October 1, 2017 – 2.50%

Classification	Current	10/1/2015 (2.0%)	10/1/2016 (2.25%)	10/1/2017 (2.50%)
Aircraft Mechanic	$31.21	$31.83	$32.55	$33.36
Lead Aircraft Mechanic	$34.24	$34.92	$35.71	$36.60

Premium Payments

Effective October 1, 2015, employees designated as Collateral Duty Inspectors will receive a premium payment of eighty cents ($0.80) per hour.

Effective October 1, 2015, employees designated as Collateral Duty Quality Assurance Representatives will receive a premium payment of twenty-five cents ($0.25) per hour in addition to the Collateral Duty Inspector premium.

Effective October 1, 2015, employees designated with a safe for flight certification shall receive a premium payment of thirty-five cents ($0.35) per hour.

Section 6.2 Hours of Work

a. Work Hours The Parties recognize that the employees' hours of work are dictated by the needs of the Navy's flight schedule. The Company may designate shift-starting times and may alter work schedules to accommodate its business needs. Notice of schedule changes shall be provided to the employees as far in advance as reasonably possible under the circumstances. The following breaks will be provided unless the granting of such breaks would interfere unreasonably with business operations: Employees who are scheduled to work an eight (8) hour day shall receive two (2) fifteen-minute paid breaks during their shift. In the event an employee is required to work beyond any eight (8) hour work day, he will receive an additional paid fifteen (15) minute break during each four hour period of additional work. Employees will receive a thirty-minute unpaid lunch period near the middle of the shift. Shifts will be defined as follows:

Regular Shift: Any shift starting between 4:00 a.m. and 10:00 a.m. Flex Shift: Shifts starting at any time other than a Regular shift.

b. **Flex Shift Differential Pay** Effective 10/1/2007, Twenty cents ($.20) per hour will be paid as additional incentive for all hours worked on a Flex Shift.

c. **Call-In Pay** If an employee is required to report to work on a day that had been previously scheduled as a day off the employee shall receive a minimum of four (4) hours pay at his base straight-time hourly rate for that day, except where state or federal law mandates a higher rate.

Section 6.3 Overtime Pay

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of time and one-half. All work performed in excess of 12 hours on a shift shall be compensated for at the rate of two times the employee's rate of pay. The first eight (8) hours worked on the seventh day of the workweek shall be paid at the rate of time and one-half. All hours worked after the eighth (8th) hour on the seventh day of the workweek shall be paid at two times the straight-time hourly rate. With the exception of hours paid for holiday and vacation pay, only hours actually worked will be used in calculating overtime. There shall be no duplication of overtime payment.

Section 6.4 Scheduling of Overtime

The parties recognize that from time to time it is necessary to schedule work beyond the normal day and normal workweek. On those occasions the Company will provide as much advance notice as reasonably possible, but employees are expected to work any overtime requested by the Company unless excused for good and sufficient reason. The Company will endeavor to assign required overtime to qualified employees as equitably as practicable. No overtime shall be worked unless specifically authorized by the Company.

ARTICLE 7
GROUP INSURANCE

Section 7.1 Group Benefits for Employees on Active Payroll
The Company will provide access to medical, dental and vision coverage for eligible employees and for covered dependents of eligible full time employees as outlined in the Summary Plan Descriptions (SPDs). The Company will offer basic group life, accidental death and dismemberment, weekly disability benefits and voluntary supplemental life insurance for eligible employees as provided for below. All benefits coverage will be provided the first day of the month after completing thirty (30) days of employment.

Section 7.2 Life and Accidental Death and Dismemberment (AD&D) Insurance
The Company will provide basic term life insurance at $20,000 per employee and basic AD&D insurance at $20,000 per employee, at no cost to the employee.

In addition to the Company provided Life Insurance and AD&D, the Company will make available a plan for employees to purchase at group term rates, optional employee supplemental life (OSLI) and AD&D insurance. Employees may choose to elect this coverage annually during open enrollment. Required contributions for this coverage will be provided to employees during the open enrollment period.

Section 7.3 Short Term Disability Insurance
The Company will provide employees with Short Term Disability insurance (STD) which covers 75% of weekly earnings, with no maximum, at no cost to the employee. STD payments will begin on the eighth day of an injury or illness, and will continue up to a maximum of 26 weeks.

Section 7.4 Long Term Disability Insurance
The Company will make available a plan under which employees may purchase long term disability insurance (LTD) to cover 60% of their base pay (up to $3,000 per month), in the event of a lengthy disability. Pre-existing conditions are subject to a one-year wait period. Employees may choose to elect this coverage annually during open enrollment. Employees will be provided the cost of such coverage during the open enrollment period. The remaining terms of the LTD benefits will be subject to the terms, conditions, and restrictions of the applicable Summary Plan Description (SPD).

Section 7.5 Company Provided Medical Coverage

The Company will, during the life of this Agreement, maintain and contribute to the cost of healthcare insurance for bargaining unit employees who elect coverage. Healthcare insurance is defined as medical, prescription, vision and dental plans offered by the Company. The medical plan shall be offered as outlined in the Summary Plan Descriptions (SPDs). In addition, the Company will provide employees with a dental plan and a vision plan as outlined in the applicable Summary Plan Descriptions.

If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty, or other liability under the Patient Protection Affordable Care Act and related agency guidance with respect to any employees covered by this agreement based on the current terms of the health care plan offered to such employees, the parties to this agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred.

The plan design (deductibles, co-pays, max out of pocket) of the current Premier Medical Plan will remain unchanged for the life of this Agreement. The Company-paid HRA will be eliminated effective January 1, 2016. Employee paid premiums will be increase by 4.5% per year effective January 1, 2016, 2017 and 2018.

For the purpose of this Agreement, the full time bargaining unit employee's bi-weekly contribution for healthcare insurance will be:

Coverage	Bi-Weekly Premiums Effective 1-1-2015	Bi-Weekly Premiums Effective 1-1-2016	Bi-Weekly Premiums Effective 1-1-2017	Bi-Weekly Premiums Effective 1-1-2018
Employee, only	$60.00	**$62.70**	**$65.52**	**$68.47**
Employee + spouse	$90.00	**$94.05**	**98.28**	**$102.70**
Employee + child(ren)	$90.00	**$94.05**	**98.28**	**$102.70**
Family	$120.00	**$125.40**	**$131.04**	**$136/94**

The current Preferred Medical Plan will remain in effect for the life of the new Agreement with no employee-paid premiums.

The current Dental and Vision plans will remain in effect for the life of the new Agreement with employee-paid bi-weekly premiums rates listed below effective January 1, 2016 for the entire duration of the Agreement.

Vision Plan

Tier	Bi-Weekly Employee Premium
Employee	$ 3.07
Family	$ 7.00

Core Dental Plan.

Tier	Bi-Weekly Employee Premium
Employee	$ 6.77
Employee + Spouse	$13.55
Employee + Child(ren)	$13.55
Family	$20.00

Enhanced Dental Plan

Tier	Bi-Weekly Employee Premium
Employee	$15.45
Employee + Spouse	$30.91
Employee + Child(ren)	$30.91
Family	$46.36

Section 7.6 Details and Method of Coverage

The Group Benefits summarized in this Article shall be procured by the Company under contracts and/or administration agreements with insurance companies or health care contractors which will be in the form customarily written by such carriers and administrative agents, and the Group Benefits outlined shall be subject to the terms and conditions of such contracts and/or administrative agreements, consistent with the summary contained in such plan's Summary Plan Description (SPD). Such contracts and/or administrative agreements may require the carriers and/or administrative agents to develop various packages or benefit designs to contain costs. Such decisions may be based on those portions of the Group Benefits Package which contain the requirement that charges are covered only on the basis of medical necessity. Such cost containment programs or procedures may be utilized to determine the medical necessity of the treatment itself, the appropriateness of the services provided, or the place of treatment or the duration of treatment. The carriers or administrative agents and the Company will announce each such program or procedure before it is required or available to the affected employees. Any such cost containment Package will not operate to reduce the benefits of the Package to any covered person or to shift the costs covered under such Package to the covered person. The failure of an insurance company or health care contractor to provide for any of the services or benefits for which it has contracted shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of the obligations which it has undertaken by the Agreement. However, in the event of such failure, the Company shall immediately attempt to provide comparable benefits coverage. The failure of the Company to provide comparable benefit coverage will be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.

Section 7.7 Administration

Group Benefits, as defined in this Article, shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of providing and/or administrating the coverage contemplated by this Article and no question or issue arising under the administration of such Group Benefits or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 5 of this Agreement.

The Group Benefits outlined above are intended to provide an easy-to-understand benefits summary. A complete description regarding the terms of coverage, exclusions and limitations including legislated benefits, will be provided in the Summary Plan Descriptions (SPDs). If any conflict arises between the outline and the official plan documents, the official plan documents will always govern. Employees do not gain any new rights because of a misstatement in or omission from the outline, included in this Article.

Section 7.8 Copies of Policies to be furnished to the Union
Copies of all relevant Plan Documents and Summary Plan Descriptions (SPDs) executed pursuant to this Article, shall be furnished to the credentialed Union Representative. The coverage and benefits indicated in such plan documents outline the rights of eligible employees in respect to such coverage, and the settlement of all claims arising out of such coverage shall be in accordance with the provisions, terms and rules set forth in such documents.

Article 8
Vacations and Holidays

Vacations

1. Each employee covered hereby shall accrue vacation credits as follows:

a. For vacation purposes, the individual employee's anniversary date on the T34/T44/T6 contract is based on continuous performing similar work at NAS Whiting Field and each anniversary date thereafter shall be the reference point for accrual of vacation.

b. Employees with less than six (6) years of continuous service, as defined in 16.01 (a.) above, shall accrue one and fifty-four hundredths (1.54) hours of vacation per credited week. Eighty (80) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.

c. Employees with six (6) but less than ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue two and thirty-one hundredths (2.31) hours of vacation per each credited work week. One-hundred twenty (120) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.

d. Employees with ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue three and eight hundredths (3.08) hours of vacation per each credited work week. One hundred sixty (160) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.

e. The number of vacation hours accrued in 16.01 b., c., and d., shall be the maximum number of hours which may be carried over from one anniversary year to the next

2. For the purpose of accruing vacation credits and personal vacation credits for employees, a credited work week shall be defined as follows:

a. A credited work week is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, personal vacation pay, vacation pay, funeral leave pay or are on Workers' Compensation that does not exceed six (6) months.

b. Absences that are compensated under Short Term Disability Insurance or Long Term Disability Insurance are not credited work weeks for vacation accrual.

3. For the purposes of determining eligibility for accrued vacation credits and personal vacation credits, vesting shall be defined as follows:

a. The employee must complete their probationary period before becoming eligible for vacation. Vacation shall accrue on a credited work week basis and is available for use as accrued.

b. The individual employee's anniversary date, as established under Article 16.01 (a.), and each continuous service anniversary date thereafter shall be the reference date for rate of accruing vacation.

c. Employees shall retain vacation accrued until such vacation is taken.

d. Vacation accrued in excess of the maximum allowed in Article 16.01 b., c., and d., must be taken by the employee by the employee's next anniversary date. If all excess vacation is not taken or scheduled by sixty (60) days prior to the employee's next anniversary date, the Company will schedule the excess time off.

e. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

4. Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation.

5. Employees who are terminated from employment, are laid off or who voluntarily terminate employment after submitting a two (2) week advanced written notice are eligible to receive pay in lieu of vacation for all accrued unused vacation and personal vacation.

a. Employees who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her vacation pay. At the expiration of the thirty (30) day period the employee will be paid for any vacation time and personal vacation time that is owed to the employee at the time of the layoff.

6. Vacation must be requested no less than five (5) days in advance and will be approved or disapproved within two (2) days of receipt of such request, and insofar as practical, will be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference. However, an employee who has requested and had scheduled vacation approved will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation.

a. Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum of eight (8) hours per day, with the exception of compressed work weeks as stated in 10.02. Vacation may be taken in increments of one (1) hour.

b. Vacation period of eight (8) hours or less must be requested a minimum of one (1) hour in advance and must be approved as outlined in 16.06 (c).

c. Employees' requests for vacation leave must be approved by the Company before such leave is taken. Employees denied 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 credited work week immediately preceding the vacation period requested.

7. All employees who have completed their probationary period shall accrue ninety two hundredths (0.92) hours of personal vacation per credited week. Forty-eight (48) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year. A maximum one hundred snd sixty (160) hours of personal vacation maybe carried over from year to year

   Up to six (6) days of personal vacation may be taken in on-half (1/2) hour increments on
   a same day call-in basis per calendar year, with the following conditions:

   a. An employee who is prevented from reporting for work by reason of sickness or injury, shall promptly notify the Company of his/her inability to report for work, giving the reason for the absence and when the employee expects to return to work in accordance with the procedure as outlined by the Company. Whenever possible, such notice shall be thirty (30) minutes prior to the start of the employee's shift, but no later than during the first hour of the shift if the employee is prevented from providing notice prior to the shift for a reason beyond the control of the employee. In a situation where the employee is delayed while enroute to work because of illness, sickness, injury, or an accident, such notice shall be as soon as possible. Failure to provide such notice as referenced above shall be considered as a no report, and such time absent for that day shall not be paid as Paid Personal Time.

   b. When an employee desires to utilize personal vacation for reasons other than illness or injury, such time off must be requested in advance for approval consideration by the Company.

8. In cases where records indicate probable abuse of personal vacation taken for illness or injury, the Company may require the employee to obtain a written medical verification of such illness or injury from a licensed physician prior to returning to work. Such medical verification will be required when the Company has given the employee prior written notice, with a copy to the Chief Steward, that the employee is considered to be an abuser of this article.

a. For the purposes of this article, probable abuse of personal vacation by individuals shall be indicated by consistent absenteeism on a particular day or days of the week (i.e., consecutive Monday absenteeism) or consistent absenteeism following periods of overtime work.

b. In cases where records indicate probable abuse of personal vacation taken by groups of employees, the Company may consider such abuse as cause for disciplinary action.

c. For the purpose of this article, probable abuse of personal vacation by groups shall be indicated by an excessive number of employees being absent on a given day in a given work center or work centers resulting in a significant impact on production or flight schedules.

d. Individuals who have an established pattern of "call Ins" for personal vacation on specific days or around holidays will be considered in an unauthorized absence status regardless of the amount of vacation credit. Employees must have been notified in writing by Management (along with the Chief Steward) of a pattern absenteeism prior to the application this Section 16.08

9. Once approved, an individual's vacation period may not be changed or amended without his/her consent except in case of extreme emergency or as provided in 16.06 above.

10. When a holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

11. It is understood and agreed that employees transferring to the contract after the date of ratification of the Agreement shall retain their most recent hire date of hire with the Company for the purpose of accrual of vacation credits.

12. Paid days of vacation and paid personal vacation shall be considered as time worked for the purpose of computing pay for overtime.

13. For the purposes of establishing service as provided under 16.01, employees transferred from the bargaining unit who return to the bargaining unit shall receive service credit for such time outside the bargaining unit.

Section 8.2 Holidays

Employees shall receive ten (10) paid holidays each year (New Year's Day, Martin Luther King Day, Columbus Day, Memorial Day, Independence Day, Presidents' Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day). If any of the above holidays fall on a Saturday or Sunday, the Company will observe the holiday on the same day as it is observed by the Navy at MCAS Miramar, CA.

Any additional days declared by Presidential order, Congressional authority, or State legislation that is celebrated by the U.S. Navy at MAF El Centro, CA will be

recognized as unpaid holidays. Employees may take a paid vacation day, or a paid personal time day, a day without pay, or work the day at straight-time. The Company will celebrate any additional holiday the U.S. Navy at MCAS Miramar, CA directs the Company to celebrate. If the Company is compensated for such holiday by the Navy, the employee will not have to take a vacation day or paid personal time, but will be paid for any such additional holiday. The Company will notify employees prior to the holiday observance whether or not it will be observed as a paid holiday

Section 8.3 Holiday Pay Eligibility

In order to be eligible for holiday pay, an employee, unless his absence has received prior approval at the sole discretion of management, must work his full regular scheduled shift immediately prior to the holiday and his full regular scheduled shift immediately following the holiday. If the holiday falls within an employee's vacation, the employee may elect to receive holiday pay or take an extra day of vacation. If an employee is scheduled to work on a paid holiday and fails to do so, he shall not be eligible for holiday pay, unless such absence was due to emergency circumstances outside of the employee's control.

Section 8.4 Time Worked on Paid Holidays

If an employee is scheduled to work on a holiday and does so work, then the employee shall be paid his holiday pay plus two (2) times the established straight-time hourly rate for all hours worked on the holiday.

Article 9
Seniority

Section 9.1 Definition of Seniority
Seniority shall be a factor in matters affecting layoff, recall and job bidding. Seniority shall be based upon length of continuous service, which shall date from the employee's last date of hire, including predecessor contractors, on the T34/44 contract at MAF El Centro, CA but seniority shall prevail only if qualifications of ability, experience and productivity are equal. Ability, experience, and productivity shall be based upon the demonstrated ability or previous experience of an employee to do the work required and the Company shall have the sole right to determine the ability, experience and productivity of an employee.

Section 9.2 Loss of Seniority
An employee shall be terminated and lose all seniority rights for any of the following reasons:

a) The employee quits or retires;
b) The employee is discharged for cause;
c) The employee does not return to work within two (2) working days after issuance of the company notice of recall by certified mail to the last known address of such employee as shown by the company records;
d) The employee is absent from work for two (2) consecutive working days without advising the Company and giving reasons satisfactory to the Company for such absence;
e) The employee overstays a leave of absence;
f) The employee has been laid off for a continuous period of his length of service or twelve (12) months, whichever is less;
g) If the employee, while on a medical leave of absence, fails to respond within seven (7) calendar days to a registered letter of inquiry sent out by the Company.
h) 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) business hours after the receipt of such recall notice, and of the employee's return to work within fourteen (14) calendar days following the receipt of such notice.
i) Acceptance of employment with another employer while on an approved leave of absence.
j) Transferred or promoted out of the bargaining unit in excess of (90) days.

Section 9.3 Layoff
The Company has and shall retain the sole right to determine if there shall be a layoff, either temporary or permanent.

Section 9.4 Recall from Layoff
Before new employees are hired, employees with seniority who are still laid off from that job classification shall first be offered employment in the job classification from which he or she was laid off. Recall shall be made in order of seniority.

Section 9.5 Probationary Employees
Any new employee shall be considered a probationary employee and shall not have seniority status under this Agreement until he has been in the employment of the Company under this Agreement for ninety (90) days. At the conclusion of such probationary period, the employee's seniority shall date back to the most recent date of hiring. During said probationary period, such employee may be separated from the Company for any cause without recourse to the grievance or the arbitration procedures hereinafter set forth.

Article 10
Absence from Work/Leaves of Absence

Section 10.1 False Absence
Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.

Section 10.2 Jury Duty
Full-time employees who have completed the probationary period and who are required to report for jury duty on a regularly scheduled work day will receive time off with pay. They will be paid their regular rate of pay (up to 8 hours per day) less the fee or other compensation paid for jury duty. When an employee receives a jury duty summons, he must notify his Supervisor immediately.

An employee who reports for jury service and is:

excused within four hours of the time that he/she was scheduled to report to court, excused from further service,
released on the last day of such service,

must immediately contact his/her immediate supervisor and report for work if requested.

In order to be paid by the Company for jury duty pay, the employee must provide his Supervisor with written proof, executed by the Administrator of the Court; of having served or having been subpoenaed to serve on a jury; the duration of such service; and the amount of compensation received for jury service.

Section 10.3 Bereavement Leave
(a) Employees who have completed their probationary period (90 days) with the Company may be granted up to three (3) work days off with pay (excluding Saturdays, Sundays, holidays, vacation and authorized Leaves of Absence), to attend the funeral or other type of services of a member of his/her immediate family.
(b) Immediate family is defined to include a child, parent, brother, sister, spouse, grandparent, spouse's parent, half-siblings, step-siblings, stepparents, stepchildren, and registered domestic partner.
(c) Payment is made for not more than eight (8) hours of absence per day at the base straight-time hourly wage rate.

(d) Employees must notify their supervisors promptly upon learning of the death of an immediate family member. The Company may request verification of the death and the familial relationship.

(e) The Company shall grant up to five (5) additional work days off, without pay, in the event of the death of members of the employee's immediate family as defined in section (b) above, at the employee's request, or the employee may use vacation or personal time for which they are eligible.

Section 10.4 Military Leave

Employees will be eligible for Military Leave pursuant to the terms, conditions, and restrictions of USERRA or other applicable state or federal law. SSSI will compensate employees on Military Leave for the difference between their military pay and their normal straight time pay for a maximum of fifteen (15) workdays. To qualify for payment, the Employee must present his Supervisor with a copy of his/her military pay stub upon return from military leave.

Section 10.5 Unpaid Personal Leave

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 two (2) extensions may be approved by the Company. However, if an employee does not return to work after the personal leave of absence, the employee shall be terminated.

a. Vacation credits are not earned while on leave of absence under the provisions of this Article.
b. Health insurance may continue to a maximum of thirty (30) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

Leave of absence will also be available pursuant to the terms, conditions and restrictions of the Family and Medical Leave Act ("FMLA") and any other applicable state or federal laws. The personal leave provided in this Section shall run concurrent with, and not in addition to, any other leave available under the FMLA or other applicable state or federal law.

Article 11
Miscellaneous

Section 11.1 Union Bulletin Boards
The Company will provide one (1) union bulletin board (or part of a bulletin board) for the Union to post official business of the Union. Legitimate Union notices are defined as:

a. Meeting notices
b. Official Union nominations notices and election results
c. Notices of Union appointments
d. Union Social events
e. All notices not listed above must be approved by management.

Section 11.2 Tool Reimbursement
Employees who break personal tools on the job that are required to perform the duties of their classification, or whose tools are stolen from a designated tool storage area on the worksite, shall be reimbursed for the replacement/repair of the broken/stolen tool.

Reimbursement shall be subject to:

a. The tool being on the employee's tool box inventory list on file at the site.

b. Any manufactures warranty applicable to the specific broken tool.

c. A receipt of proof of purchase presented to the Company for the specific broken tool.

d. The completion of an investigation into any alleged theft, and the provision of a copy of the report filed with the police on base reporting the theft.

Section 11.3 - Safety Equipment

A. Safety Shoes Effective October 1, 2015, the Company will reimburse each employee required to wear safety shoes up to One Hundred Dollars ($100) toward the purchase of safety shoes. Such employees will be eligible for this reimbursement one time per year, effective October 1 of each contract year.

B. Safety Glasses Effective October 1, 2011, the Company will reimburse the employee for prescription safety glasses up to a rate of seventy-five dollars ($75.00) per occurrence, twice during the term of this agreement.

Section 11.4 - Uniforms
Approved Company caps, and approved Union provided caps may be worn in accordance with all applicable safety restrictions and Government regulations. Employees will be required to wear the uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company.

Any cost incurred due to an employee's decision to change the material, cut, add an approved Union shirt sleeve patch, or to obtain additional uniforms above what is furnished below, will be the sole responsibility of the incurring employee.

During the month of October of each year, the Company will provide the employee his/her choice of the following that will equal six (6) sets of uniforms, or any combination thereof, at hire and thereafter replacements as needed:

a. Uniform pants (long and/or short)

b. Uniform t-shirts

c. Uniform shirts

d. Uniform coveralls (1 set of coveralls equals 1 shirt + 1 pant).

e. Uniform jacket or one (1) jacket with winter liner or one (1) insulated coverall.

Weather-appropriate clothing will be made available for employees required to perform work in cold-weather locations.

Section 11.5 Foul Weather Gear
The Company shall make available foul weather gear (raincoats and pants) to those employees who are required to perform work outdoors.

Section 11.6 Successors and Assigns
The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchases.

Section 11.7 Prior Benefits
It is specifically understood and agreed by the parties that prior to the execution of this Agreement there may have been certain benefits and or practices provided to employees who are now in the bargaining unit, by the Company, either oral or written, that are not expressly specified or provided for in this Agreement. The parties expressly agree that the Company may, in its discretion, discontinue any of such benefits, and or practices at any time, which are not expressly provided for in this Agreement or any alleged past custom or practice to the contrary notwithstanding.

Section 11.8 Scope of Agreement
This written Agreement reflects the entire Agreement between the parties. Amendments or clarifications of this Agreement mutually agreed upon shall be reduced to writing and shall become a part of this Agreement. Unless such amendments or clarifications are reduced to writing, they shall not be considered as binding past practice upon the parties.

Section 11.9 Invalidated Provisions
Should any provision of this Agreement be found invalid by enacted legislation or decree of a court, such invalidation shall not invalidate the remaining portions hereof and said remaining portions/provisions shall remain in full force and effect.

Section 11.10 Closure of the Base
If the Company is prevented from working as a result of government edict, or the base is closed due to an act of God, the Company will reimburse employees for the time missed, provided the Company is so reimbursed by the customer. In the event the Company is not reimbursed for the day(s) in question, employees may utilize an entitlement to be paid for the day(s) in question.

ARTICLE 13
401(k) SAVINGS PLAN

Section 13.1: 401(k) Plan, Company Contributions
The Company will provide full-time employees covered by this Agreement with an I.R.S. approved 401(k) Savings Plan. Effective October 1, 2011, the Company contribution rate will be three percent (3%) of the employee's gross earnings per pay period, with no limit on the Company contribution. Terms of the plan are contained in the Summary Plan Description.

Section 13.2: 401(k) Plan, Employee Contributions
Employees may voluntarily contribute from 1% of their gross compensation per pay period up to the allowable employee contribution maximums established by the IRS, as amended from time to time, through automatic payroll deduction.

ARTICLE 14
GOVERNMENT SECURITY/RESPONSIBILITY

Section 14.1 The Company, 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. 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 14.2 The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify, or repair such government facilities except as contractually directed.

Section 14.3 The employee will be responsible for the reasonable care of customer and/or Company furnished equipment and will notify the Company of any accidents, sabotage, or willful damage to Company, customer or employee property or material. Employees who report accidents, or who damage Company, customer or employee property or material shall not be subject to disciplinary action, unless the accident or the damage is a result of a violation of maintenance, safety, or Company policies or procedures. All acts of sabotage and willful damage of such identified property will be subject to disciplinary action.

Section 14.4 Where an employee's base access or Common Access Card is revoked and the employee is subsequently terminated, and it is later restored by the Federal Government within nine (9) months of revocation; the following will apply. The Company will reinstate the employee's employment (with an adjusted seniority date) into his/her previously held position at the time of termination, if a vacancy exists, or any lower available classification for which he/she is qualified and there is a vacancy, which has been posted externally for hiring purposes. The Company shall not be obligated to reinstate any employee whose base access was revoked as a result of circumstances otherwise justifying a just cause termination pursuant to the terms of this Agreement. The Company will not be required to maintain a recall list of any such employee.

ARTICLE 15 - DURATION

Section 15.1 This Agreement shall continue in full force and effect from August 18 , 2015 until midnight, August 21 , 2018, and shall remain in effect from year to year thereafter, unless written notice of termination shall be mailed by either party to the other at least sixty (60) days and no more than ninety (90) days prior to the end of the initial, or any extended period, that it desires to renegotiate, in which case, this Agreement shall terminate at the end of the initial or extended term. All notifications concerning the above shall be sent by Certified Mail, Return Receipt Requested, to the Company or to the International Union District Lodge 725.

Section 15.2 It is understood and agreed that all terms of this Agreement including wages, hours, working conditions, and fringe benefits, shall remain in full force and effect for its duration, and neither party hereto may reopen this Agreement for the purpose of negotiating any such issue.

Dated at MAF El Centro, California, this 22th day of July, 2015.

FOR THE UNION	FOR THE COMPANY
DAVE KNOPP BUSINESS REPRESENTATIVE IAM & AW DISTRICT LODGE 725	GEORGE GLASSER DIRECTOR, LABOR RELATIONS DYNCORPINTERNATIONAL LLC

DRUG AND ALCOHOL FREE WORK PLACE

The Company and the Union have conjointly recognize and agreed to use a fair and balanced approach consistent with the State of California's Constitutional rights to privacy and, if any, all drug and alcohol testing laws and regulations in the State of California and the Federal Drug Free Workplace Act of 1988, to achieve a safe, drug and alcohol free workplace. Central to this approach, the Company agrees to provide employees who have verified positive tests an opportunity through the Company Employee Assistance Program, for rehabilitation, unless and except where termination is appropriate.

The Company shall pay for all Company required drug and alcohol tests, plus all time required to take such tests. Transportation to and from the workplace for testing shall be included in compensable time and any costs incurred by the employee for such transportation in regards to this policy will be reimbursed per current Company policies and procedures.

The Company shall notify the Union, if the Company has determined that reasonable belief exists to test an employee. If requested, employees shall have the right to have Union Representation accompany them for all reasonable belief testing. If a Union Representative is unavailable, an Alternate Steward shall be sufficient. The Company will utilize collection sites consistent with the requirements, if any, of the laws proscribed by the State of California for private employers and the Federal Drug Free Workplace Act of 1988. All sites shall have standard chain of custody procedures sufficient to ensure proper record keeping, handling, labeling and identification of all specimens collected.

All samples that test positive will be automatically submitted for a confirmation test. And the initial and confirmation test results must contain the test methods used. The Company shall inform the employee of test results in writing within five (5) workdays after receipt of the confirmed test results from the testing facility. Copies of the test results will be provided to the employee within five (5) workdays after receipt of a written request for the results from the employee. The written request shall provide the appropriate authorization and release giving the Company permission to release the results to the employee.

The employee shall have the right, after receiving notice by the Company of a positive test result, to have the sample retested at the employee's expense at another site that meets the initial testing requirements of this policy and, if any, those proscribed by the laws of California for private employers and the Federal Drug Free Workplace Act of 1988. The site chosen by the employee shall have standard chain of custody procedures sufficient to ensure proper record keeping, handling, labeling and identification of all specimens collected. If the retest requested by the employee indicates a negative test the employer shall reimburse the employee for all costs of the retest.

Every test that produces a positive test result shall be preserved by the testing site that conducted the test for a period of 210 calendar days after the date that the test results were mailed or delivered to the employer, or in the event of a retest requested by the employee 210 calendar days from the date the test results were mailed or delivered to the employee. If the employee challenges the test results, the testing site must retain the specimens until the case is settled.

All information, documents, interviews, reports, statements, memorandum and drug test results received or produced by the Company, will be considered confidential information unless the employee authorizes in writing the release of the information. The Union shall be provided all relevant information necessary to properly represent any employee facing discipline and/or discharge.

VOLUNTARY TESTING

The Company shall not discharge, discipline or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug and/or alcohol problem so long as the employee comes forward prior to selection for random testing, prior to reasonable belief as defined herein, or prior to being involved in and/or contributing to an on the job injury or accident as defined under the terms of Post Incident Testing herein.

If an employee has voluntarily requested assistance with a drug and or alcohol problem, the employee shall agree to unscheduled tests for prohibited drugs and alcohol by the Company on a quarterly basis for a period not to exceed eighteen (18) months following completion of a rehabilitative program, unless reasonable belief exits.

REASONABLE BELIEF TESTING:

When the Company has reasonable belief that alcohol, illegal drugs, or other controlled or prohibited substances may be present in an employee, the employee(s) will be required to undergo drug and alcohol testing.

The employee will be given time off without pay pending the receipt of the test results by the Company. If the test results are negative, the employee will be paid for the time off.
Reasonable belief may include, but is not limited to, the following examples of employee behavior;

1. Observable acts or phenomena while at work, such as direct observations of drug or alcohol use, or of the physical manifestation or symptoms of being under the influence of drugs or alcohol. Exhibit A will be used as a guide to assist the Company in determining this observation.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance. Exhibit A will be used as a guide to assist the Company in determining this observation.

3. A report of drug use provided by a reliable and credible source as agreed upon between the Company and the Union.
4. Evidence that an individual has tampered with a drug test during his employment with the Company.
5. Information that an employee has caused or contributed to a ground incident while at work.
6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the Company's work site, or while operating the Company's vehicles, machinery or equipment.

POST INCIDENT TESTING:

The Company shall reserve the right to require mandatory testing immediately after a reportable incident for the purpose of confirming or refuting that drugs or alcohol were a contributing factor. The employees will continue to work pending the receipt by the Company of the test results only if there is no reasonable belief that drugs or alcohol were a contributing factor.

RANDOM TESTING:

Both the Company and the Union conjointly acknowledge and agree that the employees covered by the terms of the Collective Bargaining Agreement and this Memorandum are all aviation personnel and accordingly each employee is in a safety sensitive occupation and each performs a safety sensitive function. As a result both the Company and the Union acknowledge and agree that random testing is necessary and does not infringe in any way upon any privacy rights that the employees might otherwise enjoy. Accordingly, the Company and the Union agree that random drug testing as provided for in this memorandum is essential to ensuring that safety is maintained at all times.

The Company shall establish within sixty (60) days of the date of the ratification of this collective bargaining agreement, a random drug and alcohol testing program. The policy shall require that not more than one (1) employee per month be subject to random testing. The Company shall provide the Union monthly with the list of the name of the employee who was randomly selected in the preceding month for testing.

Random selection of employee shall be made by the testing facility. Random selection shall require that the testing facility select the employee on a purely random basis meaning through a process or mechanism that selects the employee in an equal probability that any employee from a group of employees subject to the selection process or mechanism will be selected and does not give the Company any discretion to waive the selection of any employee selected by the random process or mechanism. The Testing facility shall be one that is mutually agreed upon by the Union and The Company.

DISCIPLINE:

Any employee who refuses to submit to any testing as provided for herein shall be grounds for immediate discharge. Any employee who tests positive in a test administered pursuant to the terms of

this article, except in cases of voluntary testing as set forth herein, shall be subject to termination. However, if a positive test result is the employee's first instance, the Company shall hold the discharge in abeyance provided that;

1. The employee undergoes and successfully completes an evaluation by the Company's Employee Assistance Program provider.
2. The employee complies with all recommendations made by the EAP representative as follows;
    a. If determined to be chemically dependent the employee agrees to successfully complete and will successfully complete a treatment recommendations made by EAP including any inpatient /and/or outpatient treatment.
    b. If treatment is not recommended, all time off pending disposition of the EAP evaluation will be considered suspension without pay.
    c. The employee agrees to unscheduled drug and alcohol testing by the Company during the eighteen (18) months following the positive drug test.

The Company and the Union agree that any employee who refuses to submit to any testing required pursuant to the terms as set forth herein, or fails to follow and successfully complete all treatment recommendations or refuses to follow all proper and lawful testing procedures will be terminated.

DRUG TESTING THRESHOLDS:

Type of Drug	Screening Level	Confirmation Level
THC (Cannabinoids)	50	15
Amphetamines	1000	500
Cocaine	300	150
Opiates	2000	2000
Phencyclidine	25	25
Barbiturates	300	200
Benzodiazepines	300	200
Propoxyphene	300	200
Methadone	300	200
Methaqualone	300	200

Employees testing at a BAC of .02 to .039 will result in the employee being sent home and Employees testing at a BAC in excess of .04 will immediately be suspended without pay. The

employee will be given the option of attending a Company approved rehabilitation program or termination of employment.

STATE AND FEDERAL LAWS:

If any provision of this Drug and Alcohol Free Workplace Policy is inconsistent with the Laws or regulations of the State of California regulating drug and alcohol testing for private employers or any Federal Laws or regulations, then that provision shall be void and the Company and the Union agree to follow the requirement(s) of the State and/or Federal law. In no event shall the voiding of any provision render the remaining provisions of this article void.

Employees are covered by the Progressive Discipline Guide below

The Company uses the following forms of discipline: Reprimand, Suspension, and Discharge.

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:

- Reprimands Not Involving a Suspension:

- Reprimands not involving a suspension will not be considered in successive disciplinary action six months from the date of issue.

- Reprimands Involving a Suspension:

- Reprimands involving a suspension will not be considered in successive disciplinary action one year from the date of issue.

EXCESSIVE RULE VIOLATIONS

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

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

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

Listed below are examples of unacceptable behavior for which the following offenses and penalties apply:

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
1.) Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customer, the Company, or its products or services.	Written Reprimand	Three-Day Suspensio n	Discharge	
2.) Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Reprimand	Written Warning	Three-Day Suspensio n	Discharge
3.) Violating safety, fire, housekeeping, or health regulations or prescribed safety and health practices.	Written Reprimand	Written Reprimand	Three-Day Suspensio n	Discharge
4.) Unsatisfactory quality or quantity of work.	Written Reprimand	Written Reprimand	Three-Day Suspensio n	Discharge
5.) Violating assigned work schedules by: 5a.) Preparing to quit work for the day prior to the time established by management.	Written Reprimand	Written Reprimand	Three-Day Suspensio n	Discharge
5b.) Reporting late without authorization, two times in a 30-day calendar period.	**See Appendix A**			
5c.) Failing to report absence within ½ hour of start of work shift.	**See Appendix A**			
5d.) Unauthorized absence for three consecutive work shifts.	discharge "quit without notice"			
6.) Loafing, loitering, or hiding: leaving work station without supervisor's permission for reasons not connected with performance on the job.	Written Reprimand	Written Reprimand	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 Reprimand	Written Reprimand	Discharge	
8.) Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Reprimand	Written Reprimand	Discharge	Depending on Severity of violation

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
9.) Operating vehicles, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Reprimand	Written Reprimand	Discharge	
10.) Leaving work early or leaving contractor assigned facilities during working hours without authorization.	Three-Day Suspension	Discharge		
11.) Performing work on personal property within areas or buildings assigned to Company unless approved by the Site Supervisor.	Three-Day Suspension	Discharge		
12.) Performing other work or activity which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	Three-Day Suspension	Discharge		
13.) Willfully altering, defacing, mutilating, abusing, destroying or wasting Government, Company, civilian or other employee's property, facilities, records or equipment.	Three-Day Suspension	Discharge		
14.) Knowingly clocking another employee's time card, altering time card, or having one's time card clocked by another employee.	Three-Day Suspension	Discharge		
15.) Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
16.) Negligence or carelessness resulting in or contributing to loss, damage, or destruction to Company, Government, civilian, or other employee's property; or causing substations rework; or contributing to critical, or safety of flight discrepancies.	Three-Day Suspension OR	Discharge		
17.) Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
18.) Theft, attempted theft, or unauthorized removal of property to other employees, the Company, the Government, or others.	Discharge			
19.) Insubordination	Discharge			
20.) Unauthorized absence for three consecutive working days.	Discharge			
21.) Any conduct that brings discredit to the Company.	Discharge			
22.) Sleeping on duty.	Discharge			

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
23.) Attempting to or deliberately restricting output while on duty.	Discharge			
24.) Falsification of personnel 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.) Possession, consumption, use, transfer or being under the influence of alcoholic beverages, marijuana, inhalants, intoxicants, illegal drugs, on Company time, or in areas or building assigned to the Company; manufacture or distribution of controlled substances. Refusal to take a drug/alcohol test.	Discharge			
28.) Excessive Absenteeism.	**See Appendix A**			
29.) Improper use of Company or Customer IT systems for the purpose of, transmittal, or downloading, of electronic data, photographs, or proprietary information without expressed prior approval and consent.	Discharge			
30.) Failure to meet the security requirements by the customer, or through the improper handling, controlling sensitive materials or equipment or failure to attain or retain the required level of trust to enable access to facilities or IT systems.	Discharge			
31.) Unauthorized taking, removing, transmitting, or coping photographs or videoing of any Customer equipment, documents, operational areas without expressed written authorization.	Discharge			

Appendix A

Below is a list of unauthorized absences that will result in disciplinary action (written warning/reprimand for first offense; three day disciplinary suspension for second offense within three months; termination for third offense).

- Reporting late or being absent two times in a 30 day calendar period
- Failing to report absence to authorized management within ½ hour of start of the scheduled work shift
- "No call no show" absence

For the purposes of progressive discipline written warnings remain in effect for six months and disciplinary suspensions remain in effect for one year.

Excused absences include: Approved FMLA time off; lost time on the job due to injury on the job; traffic delay documented by the employee that results in a delay of more than one hour; pre-approved doctor's appointment, documented medical emergencies; hours when work is not available resulting in lost time by an employee; time off due to a scheduled paid holiday.