



# Collective Bargaining Agreement

Between

American Federation of Government Employees,  
AFL-CIO Local 2022



And

DynCorp International LLC



Eagle Field Service Operations

FT. Campbell, Kentucky

March 7th, 2017 through March 7th, 2021

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## **AGREEMENT**

This Agreement is entered into between DynCorp International LLC -Field Service Operations (hereinafter referred to as the "Employer") and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2022 at FT. CAMPBELL, KY (hereinafter referred to as the "Union").

### **ARTICLE 1.0**

#### **RECOGNITION**

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular hourly full-time employees in the job classifications listed in Appendix A including hourly crew leads employed by the Employer at the Fort Campbell Army base under contract number W52 1PJ-12-GOOL 9 and any subsequent follow-on contract excluding all Program Management Office employees, office clerical employees, administrative staff employees, employees of subcontractors, contingent (surge) employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

**Section 1.2.** It is agreed that any employee who is designated by the Employer as a confidential or managerial employee and who meets the definition under the NLRA and who performs the duties normally performed by confidential or managerial employees, as those terms are defined under applicable case law, shall be excluded from the bargaining unit and not covered by this Agreement.

### **ARTICLE 2.0**

#### **NON-DISCRIMINATION**

**Section 2.1.** Both the Employer and the Union agree that neither shall discriminate against any employee or prospective employee, or member or prospective member, because of race, color, creed, religion, national origin, age, sex, veteran's status, or disability or for exercising the employee's rights under fair employment practices or labor laws. The Employer shall administer all rules and actions in a fair and equitable manner. The Union also recognizes the Employer's Affirmative Action Program. It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination and harassment which is or which may become unlawful during the period of this Agreement. To this end, the parties agree to comply with all applicable laws, statutes, and regulations concerning nondiscrimination in employment.

## **ARTICLE 3.0**

### **PURPOSE, INTENT AND EFFECT OF AGREEMENT**

**Section 3.1.** The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, to provide for settlement of grievances and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony, respect 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.

**Section 3.2.** This Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. The Union acknowledges that it has had the opportunity to bargain with respect to all matters that are subject to bargaining between the Employer and the Union as provided in the National Labor Relations Act, as amended, and agrees that this Agreement settles all demands and issues on all matters subject to collective bargaining, including all demands made by the Union during negotiations.

**Section 3.3.** Any prior benefits, practices and understandings in effect on the implementation date of the Agreement and not specifically covered by the Agreement will remain in effect unless changed in accordance with this article.

**Section 3.4.** The waiver of any breach or term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

**Section 3.5.** It shall be the duty of the Company and its representatives and the Union to comply with and abide by all the provisions of this Agreement.

**Section 3.6.** The Employer agrees to notify the Union at least 30 calendar days in advance of any proposed changes to personnel policies and practices. Normally, the Employer agrees to notify the Union at least thirty (30) calendar days in advance of any proposed changes to conditions of employment.

## **ARTICLE 4.0**

### **MANAGEMENT RIGHTS**

**Section 4.1.** It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Kentucky, Tennessee and the United States, including, and without limiting the generality of the foregoing, the rights to:

- a. the executive management and administrative control of the Employer, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

- b. hire all employees and determine their qualifications and the conditions of their continued employment;
- c. promote, transfer and assign all employees;
- d. determine the size of the work force, and to expand or reduce the work force;
- e. establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
- f. dismiss, demote and discipline employees for cause;
- g. establish, modify or change any work, business schedules, hours or days;
- h. determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or-accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force;
- i. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;
- j. appoint employees to lead positions and abolish such positions.

**Section 4.2.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Kentucky, Tennessee and the United States.

## **ARTICLE 5.0**

### **NO STRIKE - NO LOCKOUT**

**Section 5.1.** The Company shall not lockout any of its employees during the term of this Agreement.

**Section 5.2.** There shall be no strikes (including sympathy strikes), boycotts, work stoppages or interruption of work of any kind whatsoever by the Union or the employees during the term of this Agreement; nor shall any employee refuse to cross a picket line at any facility belonging to the Company, or to any entity with which the Company does business. The Union agrees that under no circumstances will it or its members call, authorize, approve, ratify, or sanction any strike, sit-down, boycott, refusal to cross a picket line or any curtailment, interruption or restriction of work; nor shall the Union or any employee it represents interfere with the Company's operations in any way by engaging in picketing, hand-billing or Union publicity campaigns of any kind against the Company during the term of this Agreement. The Company recognizes the Union has the legal right to engage in informational picketing. The Union agrees that such action will be preceded by written notice from the Union to the Company thirty (30) days after receipt of that notice by Certified U.S. Mail - return receipt requested that the Union intends to take such action. Such notice must state the specific act(s) or omissions in which the Company is allegedly engaged and the relief sought by the Union.

**Section 5.3.** Employees, whether acting singularly or in concert, shall not induce, instigate, cause or take part in any acts prohibited by Section 5.2 above, and any employee who engages in any such act or attempts to encourage, induce or instigate others to do so, shall be subject to immediate discharge.

**Section 5.4.** Upon being notified by the Company that any of the acts referred to in Sections 5.2 and 5.3 above are occurring, the Union shall immediately advise the offending employees or Union Officials that their acts are in violation of this Agreement and shall take immediate affirmative action to cause such conduct to cease. The Union shall give the Company its full cooperation and shall aggressively undertake all measures that are legally permissible to cause the earliest cessation of any such acts, including the immediate assignment of a Union Representative to work on the problem. After it receives notice from the Company that acts violate of Sections 5.2 and 5.3 above are occurring, the Union shall, as rapidly as possible, advise the Company in writing as to what actions it has taken to remedy the situation.

**Section 5.5.** It is the purpose of this Article to bar any work stoppages, strikes or other similar job actions whatsoever during the term of this Agreement.

## **ARTICLE 6.0**

### **UNION SECURITY**

**Section 6.1.** Any employee covered by this Agreement will maintain Union Membership or pay periodic agency fees as a condition of employment for the duration of this Agreement. The Employer shall notify the Union when an employee is hired into a position covered by this Agreement, transferred into the bargaining unit from another DynCorp International location, or recalled from layoff.

**Section 6.2.** Union Membership

- a. The Union will not consider an employee to be in default of the obligation to pay dues until the Union has served written notification to the employees and the Employer and the employee fails to pay the membership dues within thirty-one (31) days after receipt of the written notice. Upon written request from the Union, the Employer will terminate any employee who fails to pay dues within the aforementioned period.
- b. All present and future employees who are not members of the Union on the effective date of this Agreement and who thereafter voluntarily join the Union will maintain their membership for a period of one (1) year from the date of application for membership.

**Section 6.3.** Agency Fees

- a. Upon implementation and during the term of this Agreement all current employees and all employees hired, transferred or reinstated into the bargaining unit who are not Union members will begin paying Agency Fees to the Union as a condition of employment. Such fees will be paid on the thirty-first (31<sup>st</sup>) day following employment or implementation of this Agreement and will continue until the employee is no longer employed within the bargaining unit.
- b. The amount of such Agency Fees are equivalent to the amount required to be paid as current dues by those employees who are Union members unless otherwise established by the Union.

- c. Employees will not be considered in default of the obligation to pay Agency Fees until the Union has served written notification to the employee and the Employer's Human Resources Representative and the employee fails to pay the fees within thirty-one (31) days after receipt of the written notice. Upon written request from the Union the Employer will terminate any employee who fails to pay Agency Fees within the aforementioned period.

**Section 6.4.** The Company will allot a Union Steward twenty (20) minutes to provide a new hire or transfer into the bargaining unit an overview, regarding the Union as a separate part of New Hire Orientation of such personnel. The Union will provide the Employer documentation explaining the Union/Agency deduction to all new employees during the orientation process. Employees will be advise that they have until the thirty-first (31st) day of employment to complete the Union Dues or Agency Fees Deduction Authorization Form and give the completed enrollment form to the designated Employer Representative with payments to commence as soon as practical. The employee will be instructed to contact the Union to address any concerns prior to completing the Application Form.

## **ARTICLE 7.0**

### **UNION DUES/AGENCY FEES DEDUCTION**

**Section 7.1.** The Employer agrees to deduct Union dues or Agency fees as required under Article 6 of this Agreement. The Employer further agrees to honor the Standard Form 1187 (SF 1187), "Request for Payroll Deduction for Labor Organization Dues" to initiate Union dues allotment and a form provided by the Union to initiate Agency fees. The employee must sign the form initiating deduction of dues or fees.

**Section 7.2.** The Employer will deduct Union dues and Agency fees for each pay period beginning the month after the employee submits the authorization to the Employer. The Employer will remit all dues and Agency fees within thirty (30) days to the Local's Financial Officer. In addition, the Employer will remit a list containing the following information:

- a. names and social security numbers of all employees who have authorized dues/fees deduction,
- b. the amount of deductions, and
- c. names of employees for whom deductions previously authorized were not made with a reason for the non-deduction.

**Section 7.3.** The Union will remit a monthly report to the Employer containing the names of employees who owe dues or fees. The Employer will deduct any amount owed with the employee's next regular dues/fees deduction.

**Section 7.4.** Authorizations for Union dues or Agency fees deductions will continue in effect throughout the term of this Agreement unless specifically revoked in accordance with this Article or other statutory provisions. Employees who want to terminate Union dues/Agency fees previously authorized must submit written notification to the Employer, with a copy to the Union office. The letter must contain the employee's social security number and department and must be signed and dated by the employee. The letter will become effective for the month following the month in which it is received by the Employer.



- a. An employee's authorized dues/fees deduction will automatically terminate as of the next complete pay period if the employee is separated, transferred, or promoted out of the bargaining unit (except for temporary promotions), provided the Union is notified in writing.
- b. After implementation or during the term of this Agreement, any employee laid off and recalled without loss of seniority, who initiated dues/fees deduction at the time of layoff, will continue payroll deduction upon recall; provided that the Employer has a valid Deduction Authorization form in its files.

**Section 7.5.** The Union has the sole right to determine Union dues and Agency fees to the extent permissible by law. The Union will provide written notification of any change in dues/fees to the Employer and bargaining unit employees. The change becomes effective the next complete pay period after notification is given.

## **ARTICLE 8.0**

### **UNION REPRESENTATION**

**Section 8.1.** The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the Union. The Union agrees currently, to limit the number of stewards to a maximum of five (5). Should the operations change (i.e., shifts and geographical dispersion of employees), the Union may elect to appoint an additional steward. The Union reserves the right to designate alternate stewards on any shift to fill in for regular stewards who are off work or unavailable.

**Section 8.2.** The Local Union shall supply the Employer, in writing, and shall maintain a current list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

**Section 8.3.** The Employer agrees to recognize the officers and duly designated representatives of the Local Union, and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

**Section 8.4.** It is recognized that the Employer/Union Employee relationship can best be developed by minimizing the transfer or movement of Union representatives outside their respective area(s) of Jurisdiction. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative from one work area to another, it will inform the Local Union as soon as reasonably possible prior to such action, except in emergency situations or as necessary to assure normal operations. In such cases, the Union may appoint an alternate steward in accordance with 8.1 above.

**Section 8.5.** The Employer agrees to allow Union National and Local Representatives to visit its premises with reasonable notice to the Program Manager. The Employer reserves the right to reasonably regulate such visits, subject to workload and facility requirements.

**Section 8.6.** The parties hereby agree that the Employer is not responsible for the actions of Fort Campbell, KY, in allowing or denying visitation rights. Subject to the foregoing, no employee will be denied the right to Union representation at any level of the grievance procedure.

**Section 8.7.** Time off from duty without charge to leave or loss of pay that is reasonable, necessary, and in the public interest, will be granted to duly appointed or elected stewards and officers. However, such time off normally will not exceed twenty-three hundred and forty (2340) hours per calendar year total for all stewards,

Stewards and officers will initiate and Union representation time will be tracked on the Official Time Request Form furnished by the Union. The representation functions for which time off is granted includes the following:

- a. to meet with supervisors and management officials on personnel policies and practices, and matter affecting working conditions;
- b. to consult with Union officials and prepare necessary correspondence in connection with formal or informal meetings with supervisors and managers;
- c. to receive and investigate to conclusion, employee complaints or grievances;
- d. to advise employees of the rights and procedures for resolving complaints or grievances;
- e. to be the personal representative of an employee at the employee's request in complaints, grievances, and appeals;
- f. to represent the Union or serve as a witness, observer or technical advisor at grievance or appeal hearing;
- g. to prepare necessary paperwork for an employee or the Union in connection with a complaint, grievance, or appeal;
- h. to represent employee(s) during any investigation when requested by the employee;
- i. to represent the Union at formal meetings with bargaining unit employees;
- j. to meet, assist, or represent employees concerning unfair labor practices;
- k. to meet, assist, or represent employees in discrimination complaints;
- l. to attend Union sponsored training, classes, or workshops for the purpose of representational duties pertaining to this Agreement;
- m. to meet with newly hired, re-instated, or transferred bargaining unit employees during New Employee Orientation as defined in Article 6, Section 6.4 of this Agreement or other times;
- n. to distribute copies of the Collective Bargaining Agreement to employees.

**Section 8.8.** The Employer agrees to grant use of its facilities/equipment as follows:

- a. Bulletin Boards - The Employer agrees to provide bulletin boards at agreed locations for the exclusive use of the Union for posting its notices.
- b. The Employer agrees to grant access to conduct legitimate Union business.

**Section 8.9.** Employees elected or appointed as Union delegates to state and national conferences, conventions, or seminars may be granted an unpaid leave of absence or use available paid leave to attend such functions.

**Section 8.10.** At any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes the examination may result in adverse effect or disciplinary action against the employee. The employee bears the burden of requesting such representation and has the right to delay the examination until a Union representative is available.

## **ARTICLE 9.0**

### **GRIEVANCES**

**Section 9.1.** For purposes of this agreement, a grievance is defined as a dispute between the Employer, its employees or the Union covered by this Agreement concerning the application and interpretation of a specific provision or provisions of the Agreement as written. A controversy as to any matter not specifically covered by an express provision of this Agreement, or which arose prior to the signing of this agreement, shall not be subject to the grievance or arbitration procedures. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this Agreement.

**Section 9.2.** All grievances shall be processed in the following manner:

***STEP 1:*** Within seven (7) working days of the occurrence of the incident giving rise to the grievance or within seven (7) working days following the date the employee first became aware of or should have known of the occurrence, the affected employee shall first discuss the matter with the immediate Supervisor, and a shop Steward, if desired. The objective is to attempt settlement informally. The immediate Supervisor will render a decision within seven (7) working days after presentation of the grievance.

***STEP 2:*** If the aggrieved employee is dissatisfied with the Step 1 response, the employee will present a written grievance to the Program Manager within seven (7) working days after the occurrence giving rise to the grievance or the date employee knew or should have known of grievance under this agreement. The written grievance shall contain:

- a. A statement of the occurrence giving rise to the grievance, containing all pertinent facts;
- b. The Article and Section of this Agreement allegedly violated, and the manner in which it was violated;
- c. The date, time and place of the alleged violations(s);
- d. The names of person present, if known, who have direct knowledge of the facts involved;
- e. A statement of what the aggrieved employee considers a reasonable and appropriate adjustment of the grievance (remedy);
- f. The employee or group of employees affected;
- g. The aggrieved employee's signature; and
- h. The name and phone number of the aggrieved employee's Union representative, if any.

The Program Manager shall provide a written decision to the employee and the designated Union representative, if any, within seven (7) working days after receipt of the Step 2 grievance. If the Program Manager does not respond within the time specified, the grievance will be deemed to have been denied by the Employer and the grievance may be elevated to the next step.

**STEP 3:** If the matter is not resolved by the Program Manager, the grievance shall be submitted to the Employer's Director of Labor Relations within seven (7) working days after receipt of the Step 2 decision. The Employer's Director of Labor Relations shall provide a written decision within seven (7) working days after receipt of the Step 3 decision to the employee and applicable Union Rep, if any. If the grievance affects more than one employee, only one employee shall represent the other grieving employees at all steps of the grievance procedure.

**Section 9.3.** If the Union or employee fails to appeal the grievance within the time specified, the grievance will be considered settled based on the Employer's last decision. If the Employer fails to respond to the grievance within the time specified, it shall be considered denied and the Union has the right to elevate the grievance to the next level.

**Section 9.4.** Stewards may receive and discuss grievances of employees during working time in areas that are not open to the public, including the Vending Machine Area. Any presentation of grievances to the Employer by a steward during work time shall require the steward to secure the permission of his supervisor before leaving his working area. Such permission shall not be unreasonably withheld (taking into account the Employers' work requirements), and stewards shall confine the presentation of grievances to times that will not be disruptive to the Employers' operations or the performance of his duties. If attendance by the employee on whose behalf the grievance is presented is necessary, the employee shall follow the same procedure in securing permission to leave his work area, as set forth above.

**Section 9.5.** An employee may request Union representation at any stage in the grievance procedure. The supervisor or other management official may not discuss the grievance with the employee unless and until his designated representative is present, once requested.

**Section 9.6.** Union or Employer initiated grievances will be presented within fifteen (15) working days of the occurrence or action giving rise to the grievance or within fifteen (15) working days after the moving party became or should have become aware of the occurrence or action. The grievance will be presented at the level with the authority to address the concerns of the moving party. The grievances may be presented using the above procedure or as a single step before arbitration at the regional Manager/Union President level.

**Section 9.7.** Time limits may be extended by mutual consent. Any agreement to extend time limits must be requested in writing and acknowledged in writing, by both parties.

**Section 9.8.** For the purpose of computing under any of the provisions of this Article 9, the day of the occurrence, answer, or meeting shall not be included in the calculation of time (i.e.: the following workday will count as day one (1)).

## **ARTICLE 10.0**

### **ARBITRATION**

**Section 10.1.** Only the Union or the Employer may take a grievance to arbitration. If the grievance is not satisfactorily resolved at Step 3, the moving party may invoke arbitration within thirty (30) calendar days after receipt of the Step 3 decision. If the moving party fails to invoke arbitration within the time specified, the matter shall be considered settled.

**Section 10.2.** Within five (5) working days after invoking arbitration, the moving party will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Any fees incurred will be borne by the moving party. Within five (5) working days after receipt of the list, the Parties will select an arbitrator. If the parties cannot agree on an arbitrator from the list, they will flip a coin (once) and begin alternately striking names from the list, loser strikes first. The remaining name is the selected arbitrator. Should either party unreasonably delay or refuse to cooperate in the selection, the FMCS will be authorized to appoint an arbitrator selected by the moving party.

**Section 10.3.** The decision of the arbitrator shall be final and binding on the parties; however, such decisions must be limited to the interpretation and application of the specific provisions of the agreement, and the arbitrator shall not have the authority to modify or amend the provisions of this Agreement. In addition, the arbitrator's decision shall be limited to the issues or claims specifically set forth in the written grievance. The arbitrator shall not make any findings or determinations or rules on any claims or issues not expressly contained in the written grievance, nor shall he consider or give weight to any matter, evidence or testimony pertaining to issues or claims not contained in the written grievance. Threshold issues of timeliness of issues of arbitrability shall be decided by the Arbitrator.

**Section 10.4.** The expense of the arbitrator shall be borne equally by both parties, including any expenses incurred in obtaining a location for the arbitration. All other expenses shall be borne by the party incurring them, including the cost of witnesses, except for 10.5 below.

**Section 10.5.** Should the Union want employees to be witnesses at any arbitration hearing, the Employer will reimburse the employee(s) for a maximum of eight (8) hours. Further, the Union will notify the Employer within ten (10) normal working days prior to the hearing of the names of the employees who will be witnesses. The Employer may stagger the release of the employees so as to not interfere with production.

**Section 10.6.** The arbitrator shall hear only one (1) grievance at a time.

**Section 10.7.** The Union and the Employer agree to expedite cases involving discharge, including placing them at a higher priority than other pending cases.

**Section 10.8.** Arbitration Hearings shall be conducted within twenty-five (25) miles of Fort Campbell, KY.

## **ARTICLE 11.0**

### **SENIORITY**

**Section 11.1.** The Employer recognizes seniority only to the limited extent set forth in this Agreement.

The Employer recognizes seniority as a consideration in employment decisions as a factor secondary to experience, qualifications and demonstrated job performance. Demonstrated job performance means consideration where the employees may have the same experience and background in performance of duties, but one employee has demonstrated substantially greater skill in performing the duties and reliability in reporting for work. Where employees have substantially the same experience, qualifications and demonstrated job performance, the Employer will utilize seniority as a factor in employment decisions between affected employees in the areas set forth in Section 11.3.

**Section 11.2.**

- a. All new employees shall serve a probationary period of ninety (90) calendar days of continuous full or part-time employment, as applicable. The Employer reserves the right to extend the probationary period up to an additional ninety (90) days to fully evaluate the performance of an employee who has been absent for an appreciable amount of time during the initial probationary period, with the agreement of the employee and the Union. During the probationary period, an employee may be discharged at the Employer's sole discretion, without recourse to the grievance and arbitration procedures contained in this Agreement.
- b. An employee's seniority begins on the date the employee was hired by the Company or the predecessor contractor in any job classification provided for in this Agreement and represents all continuous time for which the employee has served as an employee of the Company and the predecessor contractor in the performance of similar work at the Fort Campbell DOL site. The relative ranking of each employee for seniority purposes is determined by continuous length of service with the Company and the predecessor contractor. 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 earliest date of birth will be deemed to be the most senior.)

**Section 11.3.** Seniority will be a factor in employment decisions on the basis set forth in Section 11.1 hereof in determining layoffs, promotions, recalls, transfers, changes in shifts, and job openings.

**Section 11.4.** The Employer agrees to provide to the Union a seniority list on a semi-annual basis to include the name, job classification and date of hire of all employees.

**Section 11.5.** Vacancy Posting: The Employer will post, for a period of three (3) working days, with steward signing the day it is posted, job or shift openings for which employees may sign-up. The most senior qualified employee(s) who sign up for such posted position and the next most senior qualified person may be assigned to the positions vacated. Any additional openings created by such moves will be filled utilizing "Best

Qualified" as the primary criteria. The Employer reserves the right to temporarily fill any job vacancies up to one hundred and twenty (120) days without posting if, in the determination of the Employer, a situation exists requiring such action. Employees who are temporarily assigned to perform the duties of a job classification in a grade which has a higher wage rate, shall be paid the rate of the established scale for said job classification for the time actually worked in that classification. An employee who is temporarily assigned to perform the duties of a job that has a lower wage rate shall be paid his regular rate for such assignment. Vacancies for bargaining unit Lead positions will be posted for a period of three working (3) days. The Company retains the unilateral right to appoint Leads at its discretion.

**Section 11.6.** An employee's seniority shall be lost by:

- a. If an employee quits or retires;
- b. Discharge pursuant to this Agreement;
- c. If an employee takes a leave of absence longer than 90 days, except for special circumstances approved by the Employer;
- d. Failure to return to work from layoff or leave of absence at the time specified; and
- e. Transfer out of the bargaining unit (except for temporary assignments). If an Employee is permanently transferred out of the bargaining unit and is reinstated at a later date, seniority will resume; however, time spent outside the bargaining unit will not count toward seniority.

## **ARTICLE 12.0**

### **SEPARABILITY**

**Section 12.1.** If any provision or part thereof of this Agreement is found to be in conflict with applicable federal or state law or regulation, or a contract requirement, such provision shall be deemed to be in effect only to the extent permitted by such law, regulation, or contract requirement. In the event any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect, and the parties shall resume negotiations solely on the issue of said provision. In all matters covered by this Agreement, the Union, the Employer, and all bargaining unit employees are governed by applicable existing or future state and federal laws.

**Section 12.2.** In the event that a provision of this Agreement is thus rendered inoperative by a change or modification in the Employer's Army contract requirements, the Employer shall immediately forward to the Union a copy of the notice of modification issued by the Army's Contracting Office, along with the sections of this Agreement affected, and a proposal on modified language for the affected sections.

**ARTICLE 13**  
**LEAVES OF ABSENCE/CIVIC LEAVES**

**Section 13.1.** Limited leaves of absence for sufficient cause may be granted by the Company upon application from employees who have completed their trial period. Requests for leave of absence must be made in writing on a form provided by the Company and must be approved by the Program Manager.

**Section 13.2.** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to the expiration if additional time is required. All such extensions must have prior Company approval.

**Section 13.3.** Subject to the conditions stipulated in this Article, leaves of absence may be granted for the reasons stated in the following paragraphs:

- a. Leave of absence for legitimate personal health reasons may be granted to an employee for a period of up to thirty (30) calendar days and may be extended up to twenty-six (26) calendar weeks (if eligible based on employee election) when supported by satisfactory medical proof supplied by a licensed physician. Employees will be placed on inactive status after exhausting approved leave of absence.
- b. An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the full release of a licensed physician provided he/she is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform his/her assigned duties safely, the Company may have the employee examined (at the Company's expense) by another physician prior to his/her return to work. If the physician selected by the Company and the employee's physician disagree, then the employee will be examined by a third mutually accepted physician and his/her decision will decide the employee's capability. Any such additional examination costs shall be incurred by the Company.
- c. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work once every two (2) weeks, except in those cases where the employee's physician has provided an expected date of return. The employee shall immediately notify the Company of any changes in his/her medical condition or expected date of return.
- d. Permission for leave must be secured from the Company with a copy mailed to the Union. Granting of leave of absence shall be for the following reasons: non-occupational injury or illness or occupational injury or illness. The Company has the right to fill any vacant position after one hundred and twenty days (120). Employee seniority shall continue to accrue during leave of absence. However, there shall be no accrual of benefits and no accrual of vacation after ninety (90) days of absence. Leave of absence shall not cause a change in seniority date. However, if benefits accrue during a year in which leave of absence is taken, they shall be prorated according to service during that year.
- e. Employees will be notified and entitled to all rights under the 1993 Family Medical Leave Act of 1993, as amended. Any vested paid time off available to employees who are certified to be on Leave under the terms of FMLA will be paid concurrently with such Leave. Employees requesting FMLA will contact the Human Resources Generalist; and, call his/her Section.



- f. Leave of absence without pay for Union business will be granted to representatives of the Union who are employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions and Union educational courses not to exceed five (5) workdays provided five (5) workdays advance notice is given in writing to the Company. However, not more than two (2) employees may be on such leave at any one time. It is understood and agreed that once every four (4) years up to two (2) persons will be granted leave of absence for up to three (3) weeks for the purpose of attending the Union's international convention. Exceptions may be made by mutual agreement. Unpaid Union business will be considered as time worked for the purposes of computing overtime to a maximum of eight (8) hours per day.
- g. Leaves of absence in compensable injury and legal occupational disease cases will be granted for up to twenty-four (24) months of such injury or disease and seniority will accumulate for the full period of such leave. It is understood and agreed that Company contributions to the employee's benefit plan as defined in Article 24 will cease upon exhaustion of the initial twelve (12) months of such leave. The leave of absence and seniority accumulations will end whenever the employee is determined to be permanently disabled or is released to return to work and fails to report to work.
- h. Employees who are called to perform short-term active duty of thirty (30) days or less, including annual active duty training as a member of the United States Armed Forces Reserve or National Guard, shall be paid the difference between their military rate and their Company rate of pay exclusive of all premiums for up to fifteen (15) scheduled working days. Such paid time will be considered time worked for the purpose of computing overtime pay. Employees must present a copy of their orders to the Company as soon as received. Upon return from active short-term duty, employees must present pay vouchers so that the calculation of the difference may be computed. Employees will be given a leave of absence for and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days shall be reinstated in accordance with the Universal Military Training and Service Act. The parties to this Agreement shall comply with current applicable state and federal legislation concerning military service.

**Section 13.4.** When leaves of absence are granted, employees, upon return to active employment, will be returned to their job if their seniority will permit. If such job does not exist or their seniority will not hold, they will exercise their bumping rights.

**Section 13.5.** Employees failing to return to work at the expiration of an approved leave of absence or accepting gainful employment during the leave of absence without the approval of the Company may be subject to discipline up to and including termination.

**Section 13.6.** Subject to approval of the Program Manager, non-trial employees may be granted excused non-paid absences up to thirty (30) days for personal reasons.

**Section 13.7.** During such period of unpaid leave employees shall retain and accrue seniority.

**Section 13.8.** Regular full-time employees shall be allowed time off with pay in the event of a confirmed death in their immediate family as follows:

- a. An employee shall be eligible for three (3) days bereavement leave with pay upon a death in his/her immediate family. Immediate family is defined as parent, step-parent, grandparent, spouse, child, step-child, brother, or sister.
- b. An employee shall be eligible for one (1) day bereavement leave with pay upon a death of other family as defined. Other family is defined as daughter-in-law, son-in-law, brother-in-law, sister-in-law, parent-in-law grandparent-in-law, grandchild, or grandchild-in-law.
- c. Such paid time will not be considered time worked for purposes of computing overtime. Pay for such time will be at the employee's base rate of pay.

**Section 13.9.** When employees are necessarily absent from their regular work shift by reason of required jury duty, or to report to a 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/she is not named either directly or as a member of a class and where such absence is in response to a legally valid subpoena or to report for jury examination, they shall be granted pay for those hours during which they are necessarily absent from their regular work shift, less any fee or other compensation paid to them by the court for such service. Employees assigned to shifts other than the day shift shall be considered as assigned to the day shift for the purpose of administering this Article.

- a. Pay for such time lost shall be computed at the employee's straight-time base rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of eight (8) in any regularly workday or hours in excess of forty (40) in any workweek. Pay for such work time lost for jury duty and service as a witness should not exceed for any employee, a total of five (5) regular eight (8) hour workdays in any one (1) calendar year. Such paid time will not be considered as time worked for the purpose of computing overtime pay.
- b. To be eligible for payment of jury service pay, employees must notify their Supervisor no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury service pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates and time of such jury service and the fee or compensation paid to them therefore by the court, exclusive of transportation allowances.
- c. If an employee serves as a juror or witness less than a full day in court, the employee will be expected to report to work if he/she can perform four (4) or more hours of scheduled work where practical.

## **ARTICLE 14.0**

### **DISCIPLINE AND DISCHARGE**

**Section 14.1.** The Employer shall not discipline, suspend, demote or discharge employees except for just cause.

**Section 14.2.** Neither the Employer nor the Union shall publicize or compromise the confidentiality of any disciplinary action taken against any employee nor will the affected employee be used as an "example" in other cases of discipline.

**Section 14.3.** Before administering discipline, the Supervisor shall obtain available information concerning the alleged misconduct to warrant the disciplinary action. An employee required to provide statements concerning the alleged misconduct shall be provided Union representation upon request. The Supervisor will then discuss the incident or alleged misconduct with the employee under investigation in the presence of Union representation, when requested, to discuss the details of the alleged misconduct, advise the employee that disciplinary action is under consideration and listen to the employee's explanation, if any. If disciplinary action is taken, upon request by the Union, the Company will within three (3) working days of such request provide the documentation that resulted in that disciplinary action.

**Section 14.4.** Refer to Discipline Guide and Clearing Procedures in Appendix "C" for specifics regarding discipline.

## **ARTICLE 15.0**

### **LAYOFF AND RECALL PROCEDURE**

**Section 15.1.** In the event of a layoff, the Employer will give the employees and Union a minimum advance notice of at least (14) working days. Laid off employees may request placement with the Employer's on-call list. However, unreasonable failure to accept assignments in the Employer's determination will cause the employee to be deleted from the on-call list.

**Section 15.2.** Laid off employees shall remain on the recall list for a period of six (6) months. Employees shall be recalled in the inverse order in which they were laid off, or as otherwise determined by the Employer in accordance with Article 11 of this Agreement. Notification of recall shall be sent by certified mail to the employee's last known address. Employees have an affirmative duty to keep the Employer informed of their correct mailing address. Employees must respond timely to the Employer's offer. Failure to accept assignment or to respond within three (3) working days from the employee's receipt of recall notice will terminate the employee relationship with the Employer.

**Section 15.3.** The Employer will make every effort to notify the Union of layoffs when they become necessary. The parties agree the minimum notice period will be fourteen (14) working days.

**Section 15.4.** In the event of a reduction in force, the classification(s) to be reduced will be identified. By applicable classification, temporary employees shall be laid off first, then probationary employees, and then part-time employees. If a further reduction is required, the least senior employee(s) in the classification to be reduced shall be laid off. However, a more senior employee in the classification may be laid off in lieu of the less senior employee if that more senior employee has one or more written reprimands in his or her personnel file issued during the most recent twelve (12) month period, and the less senior employee to be held from layoff out of seniority order has no such written reprimands.

## ARTICLE 16.0

### HOLIDAYS

**Section 16.1.** Employees shall be entitled to the number of paid holidays as identified in Section 16.2 covering their location. Any employee who is absent and is not in a paid status paid vacation, etc.) on the scheduled workday immediately preceding or immediately following a holiday shall forfeit his right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness which may be attested to by a physician, or death in the employee's immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister, children and grandparents.)

**Section 16.2.** Holidays for which every employee will be compensated are as follows:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

Requests to use the floating holiday shall be made at least seventy-two (72) hours in advance and requires prior approval by management before use.

**Section 16.3.** Employees shall become entitled to these holidays immediately upon employment.

**Section 16.4.** Holidays will be observed on the day observed by the Federal Government.

**Section 16.5.** Employees shall be paid holiday pay in accordance with their normal working schedule. Employees who are required to work on named holidays shall be given day off with pay within the same pay period that includes the named holiday or the Company shall pay the affected employee the normal days' pay for that holiday (in addition to the hours actually worked on that holiday) at the employee's discretion.

**Section 16.6.** If one of the aforementioned holidays falls within any employee's scheduled vacation, the employee shall not be charged a vacation day for the holiday.

## **ARTICLE 17.0**

### **VACATIONS**

**Section 17.1.** An employee's vacation benefit will vest according to the schedule in Appendix "A" of this Agreement on the employee's anniversary date based on seniority as defined in Article 11, or continuous service with the Company at any location, whichever is greater. Vacation shall not be paid or vested on a pro-rated basis or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week. Unused vested vacation will be paid out to an eligible employee after the employee's next anniversary date. Vacation may be taken in thirty (30) minute increments with prior approval by management.

**Section 17.2.** The Company shall offer the employees the opportunity to request their vacation in advance for approval. Approval of vacation(s) will be on a first-come, first-served basis. When two (2) or more employees submit their vacation request on the same day; neither of which has previously been approved, qualification needs and then seniority will be the determining factor(s). In selection of vacations, the employee's seniority shall be the determining factor. Once the vacation schedule is completed and approved, it cannot be arbitrarily changed by the Company, except for emergency situations. When getting unscheduled vacation approved at a later date, it must be understood that approved vacation on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take vacation. Vacations must be used prior to the employee's next anniversary date (as defined in Article 11 of this Agreement) absent unusual circumstances. The employee has the option of cashing out unused vested vacation at the end of the employee's vacation year and may carry over up to one hundred and twenty (120) hours of vacation from year to year. Requests for vacation during the last two months of performance by the Company requires advanced approval, operating requirements permitting, at least (72) seventy two hours in advance.

**Section 17.3.**

- a. An employee who has vested vacation with pay which has not been used at the time he terminates, is terminated, enters the Armed Forces, is laid off, or who dies shall receive such pay for such unused vested vacation.
- b. Unused non-vested vacation benefits will be paid only under one of the following conditions or as required by any applicable legislation either Federal or State in the jurisdiction:
  - 1) The termination is caused by employee's death or retirement;
  - 2) The employee enlists or is drafted into the Armed Forces of the United States;
  - 3) As defined by other applicable Federal, State or local law or statute.

**Section 17.4.** Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.

**Section 17.5.** An employee calling to report any absence or requesting to leave work early before the end of the scheduled shift as required, shall speak to his or her Supervisor. In the absence of that Supervisor, or if that Supervisor cannot be reached, the employee is required to speak to his or her Manager, unless the employee's Supervisor is a Manager. In those cases where the Manager cannot be reached, or there is only one level of supervision, the employee is required to call the Program Manager. Applicable phone numbers will be posted on all Department Bulletin Boards.

## **ARTICLE 18.0**

### **WAGES**

**Section 18.1.** Wages shall be paid as set forth at Appendix "A" hereto, or as modified by the parties from time to time as provided therein.

**Section 18.2.** The Employer and the Local Union agree to meet for the purpose of negotiating local area wages and fringe benefits to the attached as Appendix "A" & "B". By mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) to one hundred twenty (120) days prior to the expiration date of the Employer's EAGLE Contract at Fort Campbell, KY.

**Section 18.3.** No employee will receive a reduction in his basic rate as a result of implementation of this Agreement.

**Section 18.4.** The Union and the Company agree to an increase in all basic rates equal in accordance with Appendix "A".

**Section 18.5.** Wage Administration.

- 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 employees a thirty (30) day notice of such a change.
- d. The Employer will furnish each employee with an itemized statement of earnings and deductions, including straight time hours, overtime hours and premiums. An employee who believes that there is a discrepancy in gross pay may request a clarification from management and receive a response within five (5) regularly scheduled working days.
- e. The Employer will provide employees the procedures and the opportunity to make up to three (3) payroll deduction allotments from their earnings to eligible checking and or savings accounts.

**Section 18.6.** Employees are encouraged to fulfill their jury duty obligations when called for service. The Company will make every effort to ensure employees are released to perform jury duty.

- a. When an employee is absent from work to serve as a juror, to report to the court in person in response to a jury duty summons, or to report for jury duty examination, he will be paid for those hours absent from work during his regular standard workweek to a maximum of five (5) work days in any twelve (12) month period or more if and only if required by Applicable State law.
- b. Jury duty pay is computed at the employee's regular working rate exclusive of any premium for overtime. In no case will payment be made for jury duty performed for hours in excess of eight (8) per day.

- c. To receive pay for work time lost, an employee must promptly notify his supervisor (normally within 24 hours) of any notice the employee receives to report for jury examination or jury duty.
- d. To recover jury pay, the employee must furnish to the Company a certificate from the Applicable Clerk certifying the date(s) of attendance.
- e. For the purposes of this Section, first shift employees are expected to report for work if they are released from jury duty in time to work four (4) or more hours. Second shift employees are expected to report to work if they are not required to give four (4) or more hours to jury duty on any one (1) day. Third shift employees are expected to report to work on their subsequent regular shift if they gave less than four (4) hours to jury duty on the day preceding their shift and/or not expected to report to jury duty within eight (8) hours following their shift. Employees on jury duty are expected to keep the Company advised of their jury duty schedule. During an employee's jury duty assignment, he will not be considered for overtime, premium time work, or call-back.

**Section 18.7.** Upon notification of selection for field assignments, the Employee will be advised of procedures to obtain advance travel and transportation allowances, transportation and lodging arrangements, and monetary settlement requirements. The Company agrees to pay employees who receive field assignments travel allowance and other expenses at Joint Travel Regulations (JTR) rates. Employees on temporary field services assignments will be paid at their current rate or at the prevailing rate in the location to which they are assigned, whichever is greater. Employees are permitted Company-paid calls home while on Company travel. These calls are limited to one (1) per day, except in an emergency or for a change of plans, and additional calls should be of limited duration.

**Section 18.8.** Employees who report to work after not having been instructed not to report and is assigned no work or called back to duty outside of their regularly scheduled shift, or for other than a continuous extension thereof, will receive a minimum of four (4) hours pay at the employees' basic hourly rate plus premium pay. Employees who are required to work more than four (4) hours will receive compensation for all hours worked in accordance with this Agreement and applicable laws. Employees who request not to work the entire four (4) hours and request to leave early, will only be paid for the actual time worked.

**Section 18.9.** Employees who are regularly scheduled and work between the hours of 6:00 p.m. and 12:00 a.m. are entitled to eighty cents (\$0.80) per hour differential pay and employees who actually work between the hours of 12:00 a.m. and 6:00 a.m. are entitled to one dollar and five cents (\$1.05) per hour. Shift differential is paid for all hours worked when assigned to second or third shift.

**Section 18.10.** Overtime is work required and approved to be performed in excess of forty (40) hours per week. Overtime pay is calculated at one and one-half (1 1/2) times the employee's regular hourly rate). It is understood and agreed that employees are required to work assigned overtime, but may not work overtime unless (a) directed to do so by their supervisor or a manager of the Company, or (b) the overtime was necessary to keep the Company operating safely and was reported to the project manager on the next work day. The Company may not cancel a shift for the sole purpose of avoiding overtime payment.

**Section 18.11.** If, during the term of this Agreement, it becomes necessary for the Company to establish new or revised 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 19.0**

### **HEALTH AND WELFARE**

**Section 19.1.** The Company shall make health and welfare contributions on behalf of the bargaining unit employees covered by this Agreement. The contribution rate will be in accordance with Appendix "B".

**Section 19.2.** In addition to any health and welfare wages, the Company agrees to contribute an amount in accordance to Appendix "B" into a retirement or pension fund that has been established by the Company.

**Section 19.3.** The Company shall provide Worker's Compensation Insurance and State Unemployment Benefits as prescribed by applicable laws and/or the Company's contract with the United States Government.

## **ARTICLE 20.0**

### **HEALTH AND SAFETY**

**Section 20.1.** The Company and the Union agree to cooperate in the enforcement of health and safety standards as required by applicable laws and regulations (e.g. OSHA standards).

**Section 20.2.** Employees are required to immediately report on-the-job injuries and illnesses, or known safety hazards to the immediate supervisor. The Company will provide the required forms for such reporting and will advise employees that they are entitled to injury compensation benefits when injured on the job.

**Section 20.3.** Drug-Free Workplace Policy Pursuant to State and Federal laws and current government-wide regulations, the Company has established a drug-free work place policy. This policy applies to all employees. The Company will ensure that all employees, including new hires, are briefed on this policy.

**Section 20.4.** The Company agrees to provide all safety equipment required for the employees to perform work where required, to include safety goggles, safety shoes, protective coveralls, etc. upon hire or assignment to a position requiring safety equipment. Employees covered by this Agreement who are assigned to work in an environment where the temperature goes below thirty-two degrees Fahrenheit (32°F) will be provided, upon request, with cold weather gear that is adequate down to forty-five degrees below zero Fahrenheit (-45°F). The company reserves the right to evaluate each position to determine if safety equipment is required based on OSHA standards. Within fourteen (14) days of an eligible employee's service anniversary date, an employee may submit a receipt for reimbursement, or be provided a shoe voucher to be presented to Hayes Shoes in Hopkinsville, KY or Clarksville, TN for the purchase of Company required safety shoes (one or more pairs and/or toe guards and/or insoles) not to exceed two hundred and five dollars (\$205.00).



**Section 20.5.** The Union shall have the right to designate an employee as the Union Safety Officer.

This employee will be responsible for bringing to management's attention any employee safety issues. The Company agrees to notify the Union Safety Officer of any safety hazards and or repairs. The Company further agrees to allow the Union Safety Officer to accompany a management official and or other safety personnel on walkthrough inspections, and monthly safety meetings. Such time will be considered duty time and is compensable. In addition, the Union Safety Officer will be allocated eight (8) hours official time per month to research safety issues, prepare reports for the management officials, or to follow up employee complaints. This time is not subject to Article 8 in this Agreement.

**Section 20.6.** Safety is the responsibility of the Company and the employees. Should an employee be assigned a task that he/she feels is a potential safety hazard, the employee shall notify the Union Safety Officer and designated Company Representative, The Union Safety Officer and designated Company representative shall determine if additional personnel is required to perform the task safely and notify the on-duty supervisor to request additional personnel if required. Should such additional personnel not be available the task will be postponed until additional personnel is available.

**Section 20.7.** The Company and the Union agree that an Incentive Award Program will be utilized for monetary and non-monetary recognition. Employees may submit nominations to recognize their co-workers for consideration of Incentive Awards. Awards will be presented to the recipient in a public forum. As such programs are modified from time to time by the Employer, such changes will be communicated to the Union and employees.

**Section 20.8.** Gate Inspections: Employees who are delayed due to random vehicle inspections at the entry gates will be considered to be in a duty status provided the employee calls his immediate supervisor once identified as subject to inspection.

**Section 20.9.** Each employee is expected to log in at the start of his or her shift and log out at the end of his or her shift on the computerized time and labor system at the applicable location designated by the Program Manager. Logging in or out at some other location other than the one designated for his or her work area requires prior approval from supervision. An employee who has not logged in by the start of his or her work day will be considered tardy. Adequate computer stations will be provided to avoid bottlenecks that may cause employees to be tardy.

**Section 20.10.** Time necessarily spent by employees to complete customer requirements will be Company paid including applicable shift differential and lead differential, with prior approval from Supervision.

**Section 20.11.** The Company agrees to modify the existing Dress and Appearance Procedure to allow employees to wear jeans in lieu of industrial style work slacks provided such jeans are not worn, torn, or otherwise in poor taste as defined by the Company or display any designs, symbols or logos other than the manufacturer's trademark-logo. An employee may wear a non-V-neck shirt without collar in a solid color, and in good taste, with no messaging other than a manufacturer's trademark logo-type label no larger than three (3) inches in diameter that is in good taste. An employee may wear a hat supplied by the Company or solid color ball cap with prior approval from Supervision.

**Section 20.12.** When employees are required to utilize their POVs at the convenience of the Employer, the Employer will provide mileage reimbursement, payable at the current JTR established rate per miles indicated by digital maps.

## ARTICLE 21.0

### PHYSICAL EXAMINATION

**Section 21.1.** The Employer may require an employee to undergo periodic physical examinations, including a random drug screen, and periodic occupational immunizations. The Employer shall have the right to establish the procedures for such tests, select the examining physician or lab, request the physician or lab to conduct specific tests, and to receive a written report from the physician or lab as to his findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given shall be borne by the Employer. Time spent to complete such examinations including necessary travel time will be Company paid. Employees required to use a personal vehicle to travel for such examinations will be reimbursed for mileage at the published JTR rate for the distance as indicated by digital maps.

**Section 21.2.** Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his or 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. In the event the Company requires a medical examination for the purposes of a job requirement for non-probationary employees, the cost of the examination shall be borne by the Employer. When such an active employee loses time from his or her regularly scheduled work day to attend such an examination, that lost time will be paid.

## ARTICLE 22.0

### HOURS OF WORK

#### **Section 22.1.**

- a. **Determination of Work Shifts** - The determination of the starting and ending time of daily and weekly work shifts for individual employees, including extended work weeks on a continuing basis, will be made at the discretion of the Employer. Such schedules for regular shifts may be changed by the Employer from time to time. However, the Employer will notify the employee of any contemplated "permanent, regular shift change" in writing at least seven (7) days prior to the same. If the employee is not given at least four (4) days written notice of permanent, regular shift change, the employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new shift. Nothing herein precludes temporary changes of work shifts in order to comply with contractual requirements.

Notwithstanding any other provision of this agreement nothing contained herein shall be construed as a guarantee of any specific hours of work.

- b. **Regular Employee Shifts** - A shift will consist of eight and one-half (8.5) consecutive hours inclusive of an unpaid lunch period of not less than thirty (30) minutes. In those operational work areas where manning is required twenty-four (24) hours a day, seven (7) days per week, the Employer will establish a shift of eight and a half (8 and 1/2) consecutive hours with no less than a 30 minute lunch period if such shift is warranted by operational considerations and personnel scheduling.

- c. **Scheduled Day Off** - A scheduled day off will be a calendar day during which no regular shift is scheduled to start for the employee.
- d. **Normal Work Schedule** - The Employer will use its best efforts to assign full-time employees to a forty (40) hour work week, and the employee's normal work schedule will consist of five (5) consecutive work days per week, eight (8) hours per day, with two (2) consecutive days in which the employee is not regularly scheduled to work. In the event the Employer's Contract with Fort. Campbell, KY, changes affecting an employee's work week, negotiations between the Employer and the Union will commence on a case by case basis as determined by either party.
- e. **Workweek** - A period of seven (7) consecutive days consisting of one hundred sixty-eight (168) consecutive hours, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday. The normal work week shall be forty (40) hours.
  - 1) **Pay week** - The normal work week for payroll purposes shall be seven (7) consecutive days beginning Friday at 12:01 a.m. until Thursday 12:00 midnight. The regular workday will consist of twenty-four (24) consecutive hours, from 12:00 midnight (the calendar day).
- f. **Shift Hours** - Current shift times for bargaining unit employees are as follows. The Employer agrees not to vary normal shift times during the basic workweek in a manner that is arbitrary or unreasonable. Any proposed change to shift times will be discussed with the designated Steward/Officer before implementation with written notice to the Union.

First Shift - 7:30 a.m. to 4:00 p.m.

Second Shift - 3:30 p.m. to Midnight.

Third Shift - Midnight. to 8:00 a.m.

**Alternate Work Schedules (AWS)** - Upon agreement between the Union, the Employer and the employees, AWS may be established during the term of this Agreement. Such AWS may consist of compressed schedules, flexible schedules, or other arranged schedules that do not interfere with the economical and efficient operations of the Employer.

- g. **Work Schedule** - The work schedule consists of the hours of the day and days of the week to which each employee is assigned. The Employer will specify each employee's workweek in writing.
- h. **Breaks** - Each employee will receive a fifteen (15) minute rest period during each half of his or her assigned shift. The time for each rest period is determined by the Employer based on the workload, but will normally be scheduled at or near the midpoint of each half of the shift. An employee who is required to work two (2) or more hours in addition to his scheduled eight-hour (8) shift will be granted, unless an emergency exists, a rest period between the end of his regular shift and the beginning of the overtime work.

## **ARTICLE 23.0**

### **SUCCESSORSHIP**

**Section 23.1.** Subject to the provisions of the Act, this Agreement shall be binding upon, and shall inure to the benefits of the parties, their successors and assigns. The applicable contracting office is responsible for informing bidding Employers of the existence of this Agreement and the successor Employer's obligations as defined in the Act

## **ARTICLE 24.0**

### **SICK LEAVE**

**Section 24.1.** Full-time employees shall accrue one and eight hundredths (1.08) hours (56 hours per calendar year) of sick leave for each creditable workweek. An employee may request to use an additional eight (8) hours of accrued vacation for sickness or medical appointments. Full-time regular employees, upon completion of their initial probationary period, will receive sick leave allowance of fifty-six (56) hours and thereafter will receive sick leave of fifty-six (56) hours on his or her anniversary date (most recent DynCorp International hire date) each year not to exceed one hundred twenty-eight (128) hours during the term of this Agreement. Sick leave may be utilized for sickness that incapacitates the employee or medical appointments; or, to care for a family member. While sick leave is not advanced beyond the amount awarded, employees can request to use earned vacation leave or take leave without pay when sick leave is not available, with permission of the Company. Any accumulation of more than one hundred and twenty-eight (128) hours will be forfeited.

**Section 24.2.** The employee and the Union recognize their obligation to prevent unnecessary absence or any other abuse of this sick leave provision. The Company recognizes the existence of bona fide family medical emergencies and employees shall be able to utilize sick leave to attend either a spouse or child where such attendance is deemed medically necessary by a licensed physician.

**Section 24.3.** Employees who are prevented from reporting for work by reason of sickness or injury shall verbally notify their designated contact point of their inability to report for work; within one-half hour (.5) of shift start, giving the reason for the absence when possible.

**Section 25.4** In order to be eligible for sick leave an employee must submit a leave slip to his/her immediate supervisor during his/her first work shift after he/she returns to work. The Company reserves the right to require a medical certificate for absences in excess of three (3) days or whenever unusual circumstances indicate probable abuses of sick leave prior to payment of sick leave.

**Section 24.5.** Employees disabled because of a work related illness or injury may utilize sick leave in increments of one-half (.5) hours for each regularly scheduled work day lost as a result of the illness or injury. In no case may the total of sick leave pay and Worker's Compensation payments exceed the employee's normal weekly straight time pay.

**Section 24.6.** Sick leave cannot be taken once the employee has evidenced his/her intent to leave the employment of the Company, unless approved by a licensed physician. Should the Company disagree with such physician, it reserves the right to require examination by a Company designated physician prior to payment of sick leave. Such examination cost shall be borne by the Company.

**Section 24.7.** Sick leave hours may not be utilized on the employee's regularly scheduled day off.

**Section 24.8.** Requests for sick leave are limited to the number of hours accrued in each category. Employees are responsible for not exceeding accrued sick leave balances.

**Section 24.9.** It is expressly agreed between the parties that the terms of this Agreement and any accrual benefits are binding on any successor contractor or successor employer to DynCorp International LLC, EAGLE Fort Campbell whether said successor takes over all or part of DynCorp International LLC operation. Specifically, but without limitation, accrued but untaken sick leave shall continue as an obligation of any such successor contractor or successor employer and the employees covered by the collective bargaining agreement shall continue to have their individual credit with said successor the full amount of sick leave accrued and shall continue to accrue benefits at the rate of one and eight hundredths (1.08) hours per week thereafter, subject to the provisions of Article 25 of this Agreement.

**ARTICLE 25.0**  
**DURATION OF AGREEMENT**

**Section 25.1.** This Agreement remains in effect from the date of execution through the 7<sup>th</sup> of March, 2021, and for successive periods of one (1) year thereafter unless notice is given in accordance with this Article. All first-year economic improvements become effective September 13, 2017.

**Section 25.2.** Either party may reopen this Agreement for revisions or termination between the 60th and 120th day prior to each anniversary date of this Agreement Notification must be in writing delivered in person or sent by U.S. Certified Mail -Return Receipt requested.

**Section 25.3.** Copies of the Collective Bargaining Agreement shall be printed on 8.5"x 11" paper with the Company picking up 25% of the cost. Distribution will be made by the Union during duty hours IAW CBA Article 8.7.

EXECUTED in duplicate originals on this 7<sup>th</sup> day of March 2017.

For the Company

For the Union

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George L. Taylor, Director, Labor Relations

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Jim Hardwick, AFGE National Representative

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Stephen D. Blake, EFC Program Manager

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Judy Hansford, President AFGE Local 2022

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Larry Basden, EFC ISD Manager

---

Thomas Taylor, IMD Union Steward

---

Gabriela Ramirez, EFC Finance Supervisor

---

James Austin, ISD Union Steward

---

Sarina Billiter, EFC Human Resources Generalist

---

Billy Prince, ITD Union Steward

---

Michael Cheatham, Union Safety Officer

# APPENDIX A

## WAGES

Classification	SCA Classification Conformance	Present Wage	Equity Adj	Eff 09/13/17 2.00%	Eff 09/13/18 2.00%	Eff 09/13/19 2.00%	Eff 09/13/20 2.00%
Airfield Operations Clerk	Computer Operator III	\$ 22.05	\$ -	\$ 22.49	\$ 22.94	\$ 23.40	\$ 23.87
Automotive Electrician		\$ 20.98	\$ -	\$ 21.40	\$ 21.83	\$ 22.26	\$ 22.71
Automotive Inspector	Automotive Worker	\$ 19.95	\$ -	\$ 20.35	\$ 20.76	\$ 21.17	\$ 21.59
Automotive Painter		\$ 20.98	\$ -	\$ 21.40	\$ 21.83	\$ 22.26	\$ 22.71
Automotive Worker		\$ 19.95	\$ -	\$ 20.35	\$ 20.76	\$ 21.17	\$ 21.59
Automotive Worker/Body Worker/Metal Worker		\$ 21.96	\$ -	\$ 22.40	\$ 22.85	\$ 23.30	\$ 23.77
Brakeman/Switcher	Instructor	\$ 26.25	\$ -	\$ 26.78	\$ 27.31	\$ 27.86	\$ 28.41
Computer Operator I		\$ 16.79	\$ -	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.17
Computer Operator II		\$ 19.04	\$ -	\$ 19.42	\$ 19.81	\$ 20.21	\$ 20.61
Computer Operator III		\$ 22.05	\$ -	\$ 22.49	\$ 22.94	\$ 23.40	\$ 23.87
Computer Systems Analyst II		\$ 36.42	\$ -	\$ 37.15	\$ 37.89	\$ 38.65	\$ 39.42
Container Yard Operations	Heavy Equipment Operator	\$ 22.40	\$ -	\$ 22.85	\$ 23.30	\$ 23.77	\$ 24.25
Customer Service Representative	General Clerk III	\$ 15.79	\$ -	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.09
Dispatcher, Motor Vehicle		\$ 18.43	\$ -	\$ 18.80	\$ 19.17	\$ 19.56	\$ 19.95
Electronics Technician Maintenance I		\$ 24.43	\$ -	\$ 24.92	\$ 25.42	\$ 25.93	\$ 26.44
Electronics Technician Maintenance II		\$ 26.30	\$ -	\$ 26.83	\$ 27.36	\$ 27.91	\$ 28.47
Forklift Operator		\$ 17.52	\$ -	\$ 17.87	\$ 18.23	\$ 18.59	\$ 18.96
Fuel Drum Repairer		\$ 23.88	\$ -	\$ 24.36	\$ 24.84	\$ 25.34	\$ 25.85
General Clerk III		\$ 15.79	\$ -	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.09
General Maintenance Worker	Automotive Worker	\$ 19.95	\$ -	\$ 20.35	\$ 20.76	\$ 21.17	\$ 21.59
Heavy Equipment Operator		\$ 22.40	\$ -	\$ 22.85	\$ 23.30	\$ 23.77	\$ 24.25
IMD Operations Clerk	Personnel Assistant III (Employment)	\$ 21.09	\$ -	\$ 21.51	\$ 21.94	\$ 22.38	\$ 22.83
ISD Operations Clerk	Personnel Assistant III (Employment)	\$ 21.09	\$ -	\$ 21.51	\$ 21.94	\$ 22.38	\$ 22.83
ITD Operations Clerk	Personnel Assistant III (Employment)	\$ 21.09	\$ -	\$ 21.51	\$ 21.94	\$ 22.38	\$ 22.83
Laboratory Technician		\$ 23.82	\$ -	\$ 24.30	\$ 24.78	\$ 25.28	\$ 25.78
Lead, Laboratory Technician		\$ 24.47	\$ -	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49
Locomotive Operator	Instructor	\$ 26.25	\$ -	\$ 26.78	\$ 27.31	\$ 27.86	\$ 28.41
Machinery Maintenance Mechanic		\$ 24.95	\$ -	\$ 25.45	\$ 25.96	\$ 26.48	\$ 27.01
Machinist, Maintenance		\$ 21.74	\$ -	\$ 22.17	\$ 22.62	\$ 23.07	\$ 23.53
Maintenance Trades Helper		\$ 16.87	\$ -	\$ 17.21	\$ 17.55	\$ 17.90	\$ 18.26
Material Coordinator		\$ 24.93	\$ -	\$ 25.43	\$ 25.94	\$ 26.46	\$ 26.99
Material Coordinator A		\$ 24.93	\$ -	\$ 25.43	\$ 25.94	\$ 26.46	\$ 26.99
Material Expediter		\$ 24.93	\$ -	\$ 25.43	\$ 25.94	\$ 26.46	\$ 26.99
Mechanic, Small Arms	Motor Vehicle Mechanic	\$ 21.96	\$ -	\$ 22.40	\$ 22.85	\$ 23.30	\$ 23.77
Motor Vehicle Mechanic		\$ 21.96	\$ -	\$ 22.40	\$ 22.85	\$ 23.30	\$ 23.77
Motor Vehicle/Mobile/Heavy Equipment Mechanic		\$ 22.06	\$ -	\$ 22.50	\$ 22.95	\$ 23.41	\$ 23.88
Motor Wrecker		\$ 19.95	\$ -	\$ 20.35	\$ 20.76	\$ 21.17	\$ 21.59
Order Filler		\$ 13.21	\$ -	\$ 13.47	\$ 13.74	\$ 14.02	\$ 14.30
Production Control Clerk		\$ 22.99	\$ -	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89
Production Control Specialist II	Computer Operator II	\$ 19.04	\$ -	\$ 19.42	\$ 19.81	\$ 20.21	\$ 20.61
Production Control Specialist III	Supply Technician	\$ 19.26	\$ -	\$ 19.65	\$ 20.04	\$ 20.44	\$ 20.85
Property Book Administrator	Stock Clerk	\$ 19.48	\$ -	\$ 19.87	\$ 20.27	\$ 20.67	\$ 21.09
Property Book Clerk	Stock Clerk	\$ 19.48	\$ -	\$ 19.87	\$ 20.27	\$ 20.67	\$ 21.09
Sewing Machine Operator/Repairer		\$ 14.22	\$ -	\$ 14.50	\$ 14.79	\$ 15.09	\$ 15.39
Shipping/Receiving Clerk		\$ 16.84	\$ -	\$ 17.18	\$ 17.52	\$ 17.87	\$ 18.23
Stevedore II		\$ 22.47	\$ -	\$ 22.92	\$ 23.38	\$ 23.85	\$ 24.32
Stock Clerk		\$ 19.48	\$ -	\$ 19.87	\$ 20.27	\$ 20.67	\$ 21.09
Supply Technician		\$ 19.26	\$ -	\$ 19.65	\$ 20.04	\$ 20.44	\$ 20.85
Tire Repairer		\$ 17.27	\$ -	\$ 17.62	\$ 17.97	\$ 18.33	\$ 18.69
Tools & Parts Attendant		\$ 18.08	\$ -	\$ 18.44	\$ 18.81	\$ 19.19	\$ 19.57
Transition Specialist	Travel Clerk III	\$ 16.68	\$ -	\$ 17.01	\$ 17.35	\$ 17.70	\$ 18.05
Travel Clerk II		\$ 15.82	\$ -	\$ 16.14	\$ 16.46	\$ 16.79	\$ 17.12
Truck Driver, Heavy Truck		\$ 20.13	\$ -	\$ 20.53	\$ 20.94	\$ 21.36	\$ 21.79
Truck Driver, Medium Truck		\$ 16.51	\$ -	\$ 16.84	\$ 17.18	\$ 17.52	\$ 17.87
Truck Driver, Tractor Trailer		\$ 20.13	\$ -	\$ 20.53	\$ 20.94	\$ 21.36	\$ 21.79
Unexploded Ordinance Technician I		\$ 27.31	\$ -	\$ 27.86	\$ 28.41	\$ 28.98	\$ 29.56
Warehouse Specialist		\$ 17.89	\$ -	\$ 18.25	\$ 18.61	\$ 18.99	\$ 19.36
Welder, Combination Maintenance		\$ 21.97	\$ -	\$ 22.41	\$ 22.86	\$ 23.31	\$ 23.78
Woodcraft Worker		\$ 24.98	\$ -	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04
Woodworker/Packer		\$ 17.90	\$ -	\$ 18.26	\$ 18.62	\$ 19.00	\$ 19.38

## APPENDIX “A”

<b><u>Benefits</u></b>					
<b>Classification</b>	<b>Present Rate</b>	<b>Effective Sept 13, 2017</b>	<b>Effective Sept 13, 2018</b>	<b>Effective Sept 13, 2019</b>	<b>Effective Sept 13, 2020</b>
Vacation	2 weeks after 1 year	2 weeks after 1 year	2 weeks after 1 year	2 weeks after 1 year	2 weeks after 1 year
	3 weeks after 6 year	3 weeks after 6 year	3 weeks after 6 year	3 weeks after 6 year	3 weeks after 6 year
	4 weeks after 12 years	4 weeks after 12 years	4 weeks after 12 years	4 weeks after 12 years	4 weeks after 12 years



## **APPENDIX “B”**

### **GROUP INSURANCE**

1. The Company will sponsor and make available to full-time employees, beginning on the first day (1<sup>st</sup>) of employment, group insurance plan designs specified in the following paragraphs. As these Plan designs are provided by outside vendors and are Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plan designs during the life of this Agreement between the Parties. Such changes may be needed based on cost-containment, improved coverage, legally required, or imposed by the carrier. 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. Part-time employees will receive the cash equivalent of the health and wage benefits specified in the prevailing Wage Determination applicable, or which may become applicable, to the Company in lieu of eligibility for group insurance plans.
2. Employee contributions will be made through payroll deduction and are effective the first (1<sup>st</sup>) pay period following the date indicated. In order to continue coverage(s), active employees that are off work are obligated to pay contribution(s) at the same interval and amount(s) as would have been deducted from their paycheck due each payday.
3. Open enrollments will be conducted in October/November time frame. Enrollment elections will become effective January 1.
4. In order to continue coverage(s), active employees that are in a leave of absence are obligated to pay contributions at the same interval and amounts as would have been deducted from their paycheck due each payday.

### **OPT OUT CREDIT**

5. Employees who are qualified may opt to waive medical insurance coverage and receive a taxable payment paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the opt-out credit. Eligible employees will receive a credit as listed below per hour paid up to forty (40) hours per week. Employees receiving the credit may enroll in any insurance plan other than medical. Employees may waive medical and not provide proof of other coverage but will not receive the credit.

<b>Plan/Coverage</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Opt-Out Credit</b>				
Employee only	\$4.27	\$4.27	\$4.27	\$4.27

## MEDICAL

### HEALTH PLAN DESIGN SUMMARY

#### PREFERRED HIGH DEDUCTIBLE HEALTH PLAN (HDHP) HEALTH SAVINGS ACCOUNT ELIGIBLE

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

6. Employees who elect the High Deductible Health Plan (HDHP) that is Health Savings Account (HSA) eligible may be eligible for an employer contribution into their HSA. Employees must enroll in a HSA in order to receive company contributions into the HSA. Employees may contribute additional pre-tax funds into the HSA as allowed by law.

7. The company will provide to all employees enrolled in a HDHP a critical illness rider policy.

8. Employee's spouses that have health insurance coverage through the spouse's employer are not eligible for spousal coverage with the company. Employee's spouses that do not have coverage through the spouse's employer are eligible for coverage by the company.

9. The Company and the Union, by mutual agreement, may modify the coverage provided in an effort to contain cost and improve coverage. Increases in employee contributions to health insurance costs will occur on the first pay period following January. The Company and the Employees will share in health premium increases up to the bi-weekly maximums as stated below.

<b>Plan/Coverage</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Preferred Plan (HDHP)</b>				
Employee only	\$0.00	\$2.50	\$5.00	\$7.50
Employee and Spouse	\$120.00	\$126.00	\$132.30	\$138.92
Employee and Child(ren)	\$80.00	\$84.00	\$88.20	\$92.61
Family	\$280.00	\$294.00	\$308.70	\$324.14

10. The Company will deposit funds into employees HSA account for those who are enrolled in an HDHP and have an open Health Savings Account. The Company's full amount of the yearly contribution for deposit funds for 2018 will be made in January 2018. An employee who declines enrollment into the HDHP w/ HSA at their first opportunity for 2018, will be ineligible for an HSA deposit for 2018. For each of the subsequent years of 2019; 2020; and, 2021, the yearly amount will be divided by the pay periods remaining in the year and will be deposited bi-weekly. The annual amount of the contribution will vary depending on the enrollment date and year as defined below.

<b>Coverage Status</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Employee only	\$1,000.00	\$500.00	\$500.00	\$500.00
Family	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00

## VISION PLAN

Coverage for each employee and covered dependent per plan year, except as listed below	Benefit: Employee co-pay
Eye examination	\$15.00
Frames: \$250 max once every 24 months	\$20.00
Lenses	
--Single	\$10.00
--BI-focal	\$10.00
--Tri-focal	\$10.00
--Lenticular	\$10.00
Contacts (in lieu of frames/lenses): \$150 max every 12 months	
--Medically necessary	\$10.00
--Elective	\$20.00
Add-on Services (scratches, tint, etc.): \$200 max once every 12 months	\$0.00

11. The Company and the Union, by mutual agreement, may modify the coverage provided in an effort to contain cost and improve coverage. Increases in employee contributions to vision insurance costs will occur on the first (1<sup>st</sup>) pay period following January. The Company and the Employees will share in health premium increases up to the bi-weekly maximums as stated below.

Plan/Coverage	2018	2019	2020	2021
<b>Standard Vision Plan</b>				
Employee only	\$2.25	\$2.25	\$2.25	\$2.25
Family	\$6.08	\$6.08	\$6.08	\$6.08

## DENTAL

12. The Company and the Union, by mutual agreement, may modify the coverage provided in an effort to contain cost and improve coverage. Increases in employee contributions to dental insurance costs will occur on the first (1<sup>st</sup>) pay period following January. The Company and the Employees will share in health premium increases up to the bi-weekly maximums as stated below.

<b>Plan/Coverage</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Core Dental Plan</b>				
Employee only	\$0.00	\$1.00	\$2.00	\$2.00
Employee + One (1)	\$10.44	\$10.44	\$11.00	\$11.00
Family	\$20.89	\$20.89	\$22.00	\$22.00
<b>Enhanced Dental Plan</b>				
Employee only	\$9.16	\$9.16	\$9.50	\$9.50
Employee + One (1)	\$28.77	\$28.77	\$30.00	\$30.00
Family	\$48.37	\$48.37	\$50.00	\$50.00

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

- a. Life Insurance,
- b. Personal Accident Death and Dismemberment,
- c. Short-Term Disability Insurance.

An employee may purchase additional coverages at the time of open enrollment.

## DYNCORP INTERNATIONAL SAVINGS PLAN (DISP)

14. Bargaining Unit employees may participate in the DynCorp International Savings Plan in accordance with the Summary Plan Description. The company will contribute the below amount per hour, up to forty hours (40) per week for hours worked, into the established 401(k) savings plan. Contributions shall vest immediately. The company will not provide matching funds for employee contributions.

<b>Plan/Coverage</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Company Non-discretionary 401(k) funding</b>				
Employee only	\$1.00	\$1.00	\$1.00	\$1.00

## APPENDIX “C”

# Discipline Guide EAGLE Fort Campbell

## **PURPOSE**

***The purpose of this Discipline Guide is to ensure uniformity of policy throughout DynCorp International concerning disciplinary issues.***

## **SUMMARY**

1. There is no substantive change of policy regarding employee conduct, but rather a commitment to ensure that each and every employee of DynCorp International is treated equally and fairly. More importantly, it is important that all employees know the rules and therefore, can in fact; avoid disciplinary actions by prudent and proper behavior.
2. This document should not be construed as promising that all disciplinary actions, particularly terminations of employee, will be preceded by one or more, lesser disciplinary actions or warnings. Nothing in this guide should be construed as any aspect of an employment contract. DynCorp International recognizes that each problem on the job and each disciplinary decision must be judged on its own particular facts. Fairness and common sense dictates that each situation will be decided on the context of the total circumstances.
3. DynCorp International wants every employee to succeed and grow with us. The disciplinary policy is designed to give any employee that may stumble along the way an opportunity to know the problem, solve the problem, improve performance or change behavior, as necessary, to continue as a valued employee of the Company.
4. While the Disciplinary Table that follows provides for the level of discipline to be issued, there are circumstances where the normal steps of progressive discipline may not be followed. In these cases, more severe disciplinary such as suspension or termination be may taken on the first (1<sup>st</sup>) offense.

## **DYNCORP INTERNATIONAL DISCIPLINARY RULES**

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

### **Clearing Procedures:**

6. A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles.
  - a. Written Warnings Not involving a Suspension: Verbal and written warning notices not involving a suspension will not be considered in successive disciplinary actions six (6) months from date of issue.
  - b. Written Warnings Involving a Suspension: Written warning notices involving a suspension will not be considered in successive disciplinary actions one (1) year from date of issue.

**Excessive Rule Violations:**

- a. An employee receiving three (3) written warnings not involving a suspension (not necessarily on the same rule) within a six (6) months period, none of which have been cleared by the above procedure, will be subject to a three (3) day suspension.
- b. An employee receiving a combination of two (2) written warnings not involving a suspension and one (1) written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.
- c. An employee receiving two (2) written warnings (not necessarily on the same rule) involving a Suspension; neither of which have been cleared by the above procedure, will be discharged.



## DISCIPLINARY TABLE

Violations	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, customers, the Company or its products or services	Written Warning	3 Day Suspension	Discharge	
2. Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Warning	Written Warning	3 Day Suspension	Discharge
3. Violating safety, fire housekeeping, or health regulations or prescribed safety and health practices.	Written Warning	Written Warning	3 Day Suspension	Discharge
4. Unsatisfactory quality or quantity of work.	Written Warning	Written Warning	3 Day Suspension	Discharge
5. Violating assigned work schedules by:				
a. Reporting late without authorization, three times in a 30 calendar day period.	Written Warning	Written Warning	3 Day Suspension	Discharge
b. Failing to report absence within ½ hour of start of work shift or as soon as possible.	Written Warning	Written Warning	3 Day Suspension	Discharge
c. Unauthorized absence of one work shift.	Written Warning	3 Day Suspension	Discharge	
d. Preparing to quit work for the day prior to time established by management.	Written Warning	Written Warning	3 Day Suspension	Discharge
6. Loafing, loitering, or hiding; leaving work station without supervisor's permission for reasons not connected with performance of job.	Written Warning	3 Day Suspension	Discharge	
7. Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Warning	3 Day Suspension	Discharge Depending on severity of violation	
8. Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	3 Day Suspension	Discharge Depending on severity of violation	
9. Operating vehicles, aircraft, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Warning	3 Day Suspension	Discharge	
10. Leaving work early or leaving contractor assigned facilities during working hours without authorization.	3 Day Suspension	Discharge		
11. Performing work on personal property within areas or buildings assigned to the Company unless approved by the Division Manager.	Written Warning	3 Day Suspension	Discharge	
12. Performing other work or activity which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	3 Day Suspension  Or discharge dependent on severity of Violation	Discharge		

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

33. Discourtesy to the customer or the public while on duty which adversely affects the Employer's relationship with the Government or the customer(s).	Written Warning	3 Day Suspension	Discharge	
34. Failure to obtain or maintain required security clearance necessary to perform assigned duties.	Written Warning	Discharge		