

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**AKIMA TECHNICAL SOLUTIONS, LLC
JOINT BASE ANDREWS, MARYLAND**

And

**DISTRICT LODGE 4
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

**EFFECTIVE
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017**

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PREAMBLE

This Agreement is made and entered in this 14th Day of August 2014 between Akima Technical Solutions, LLC, at Joint Base Andrews, Maryland (hereinafter referred to as “the Company”) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 4 (formerly District 12), (hereinafter referred to as “the Union”).

ARTICLE 1

RECOGNITION

Section 1.1 – Recognition of Union. The Company recognizes the Union, certified by the National Labor relations Board on February 10, 2005 in Case No. 5-RC-15806, as the exclusive representative of “employees” as defined in Section 1.2 of this Agreement.

Section 1.2 – Definition of Employees. Whenever used in this Agreement, the term “employees” shall mean all full-time and regular part-time fuel systems operators, distribution employees, driver/warehouse technicians, supply technicians, lead technicians, clerks, and computer specialists employed out of and by the Company at its facility located at Joint Base Andrews, Maryland, as listed and designated in Appendix 1 to this Agreement; but excluding all other employees, including temporary personnel as defined in Section 1.4 of this Agreement, managerial personnel, confidential personnel, office clericals, professional employees, watchmen, guards, and supervisors as defined in the National Labor Relations Act.

Section 1.3 – Definition of Probationary Employee. An employee who has never been employed by the Company, or an employee rehired after termination of employment with the Company shall be in “probationary” status until he or she has completed sixty four (64) work days. The transfer, discipline, lay-off, or discharge of an employee who is in probationary status shall not be a violation of this Agreement and shall not be subject to or reviewable through the grievance procedure or appealable by arbitration under Articles 6 and 7 of this Agreement.

Section 1.4 – Definition of Temporary Personnel. “Temporary personnel” are persons hired by the Company to work for a period not to exceed ninety (90) calendars days from the commencement of their employment and who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of ninety (90) calendar days from the commencement of employment, except by the mutual written agreement of the Company and the Union.

Section 1.5 – Rules and Regulations. Employees shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 – Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off for lack of work, recall to work, and to process employees' retirement; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to train and develop employees; to determine the amount and forms of compensation for employees; to determine what types and levels of benefits may be provided to employees; to determine whether to share or allocate any awards to employees; maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company or provided for the use or lease of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend, revise, implement, and enforce reasonable policies, rules, regulations, and practices, including but not limited to safety and substance abuse requirements and prohibitions; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company, to manage its operations, and to direct the Company's working force and employees. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to and are retained by the Company. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. No relationship between the parties to this Agreement shall be construed to constitute or create any implied limitation on the Company's authority, rights, functions, prerogatives, or powers.

Section 2.2 – Work by Management and Supervisors

(a) Work performed by management or supervisory personnel will be restricted to those requirements beyond the capabilities of bargaining unit employees or as provided in Section 2.2(b) below.

(b) Management or supervisory personnel may perform work of employees covered by this Agreement under the following conditions and circumstances:

- (1) For the purpose of instructing and training employees.
- (2) Under emergency conditions, including when necessitated by security requirements.

- (3) To prevent harm or injury to employees, other persons, or damage to property.
- (4) When required for safety.
- (5) When bargaining unit employees lack the technical ability to perform the work required and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (6) When the work being performed is within the normal job duties of a position that is not covered by this Agreement and is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (7) When required to maintain personal qualifications and proficiency of the managers or supervisory personnel and when the work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (8) To cover absences and temporary vacancies if no other bargaining unit employee is available and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

ARTICLE 2A

UNION RECOGNITION AND EMPLOYEE REPRESENTATION

Section 2A.1 – Union Stewards.

(a) Recognition of Union Stewards. From among the bargaining unit employees employed by the Company, the Union will designate, and the Company will recognize, not more than five (5) union stewards to serve as the Union's agents in the representation of employees. From the five (5) recognized stewards, the Union will select a chief steward. The Company shall not recognize any employee as a union steward unless the Union has notified the Company, in writing, of the employee's name, department, and designation as a union steward. The individual union stewards will be selected from and assigned to one of the following work areas to represent the employees in that union steward's area:

- (1) Area A: Warehouse Department
- (2) Area B: Customer Service Department
- (3) Area C: East Side Fuel Operations
- (4) Area D: West Side Fuel Operations (Day Shift)
- (5) Area E: West Side Fuel Operations (Swing-Night Shift)

The number of union stewards on the Union Grievance Committee under this Agreement may be modified at any time by the Company and the Union upon their mutually agreeing in writing to such a modification.

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

- (1) Meetings scheduled at the unilateral request of the Union – the Union shall compensate all attendees from the Union. Such meetings involve steward training, Union Elections, Union Conferences, etc.
- (2) In the event of the Company needs to meet with shop stewards it will attempt to have those meetings occur during their regular shift. In the event the Company attempts to have a combined meeting with stewards who work multiple shifts, it normally will schedule those meetings during the crossover period between shifts. During those meetings if stewards are required to come in before their regular shift or stay after their regular shift to attend such a meeting, the Company shall compensate stewards for that time outside the normal shift. Stewards are generally not expected to come in completely off shift, but if requested and approved by management to do so, they will be compensated for that time. Stewards will not be compensated for coming to work to participate in meetings unless requested and approved by management.

Section 2A.2 – Authorized Activities of Union Stewards.

(a) For any grievance, only one of the union stewards shall be authorized to investigate that grievance and to represent the grievant(s) in accordance with Article 6 of this Agreement. The scope of the activities of the union stewards during scheduled work hours shall be limited and only authorized as follows:

- (1) The union steward for a particular grievance is authorized to meet and consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the union steward to be present.
- (2) The union steward is authorized to review employee's personnel files (with prior authorization from the employee), relevant documents and reports while investigating an alleged grievance or a grievance of record before final decision is made in accordance with the grievance procedure in Article 6 of this Agreement before presentation to the appropriate manager.
- (3) The union steward is authorized to present an alleged grievance or a grievance to an employee's immediate department manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (4) The union steward is authorized to meet with an appropriate manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure in Article 6 of this Agreement.
- (5) A union steward, who is a grievant, shall not be allowed to be the union steward or to function as union steward for his or her own grievance.
- (6) Except as may be otherwise specifically provided in this Agreement, the union stewards shall perform any activities or duties as a union steward on behalf of the Union, including investigating a grievance, during times when they are not scheduled to work for the Company. Time spent by

the union steward in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

(7) With prior notice to and permission of the union steward's department manager and subject to other provisions of this Agreement, the union steward shall be authorized to meet with a grievant and to investigate a grievance during the union steward's working hours for a reasonable period of time on the Company's premises, so long as the investigation or meeting does not unreasonably interfere with or adversely affect the operations and work of the Company or the assigned work of the grievant or the union steward.

(8) The parties agreed to add a chief steward who will have time if needed every week to work with other stewards on any grievances. The amount of time the stewards and chief steward have to work on grievances has been clarified. Total paid time shall not exceed three (3) hours for the participation and activities of the grievant and the steward in grievance proceedings at Steps, 1, 2, and 3 under Article 6 of this Agreement unless additional time is granted by the Project Manager or his designee.

(b) Recognizing the mutual benefit of resolving problems at the lowest level, any employee who has an alleged grievance should first discuss the matter with his or her immediate department manager, with or without the employee's union steward present at the employee's discretion. If the alleged grievance is of the nature that the degree of the immediate department manager's involvement or conduct related to the alleged grievance would make such a discussion clearly unproductive or futile, the employee then should first discuss the alleged grievance with his or her next level manager with or without the employee's union steward present at the employee's discretion. Nothing in this subparagraph is intended to preclude and does not preclude an employee from initially discussing any concerns or alleged grievances with his or her union steward or choosing to have a union steward present at discussions with any manager.

(c) The necessary time away from the union steward's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the union steward finds it necessary to discuss a problem or labor-management disagreement with a bargaining unit employee or management official, or both, the union steward shall request permission to leave his or her work assignment from the union steward's manager. If the need should arise for a union steward to enter another manager's work area, the union steward's manager will contact the manager of that other work area to establish and schedule a time for the union steward to enter the area. In each instance, the manager's permission will be granted unless work or operation commitments dictate otherwise. If permission is initially denied, the manager shall establish and schedule an alternate time at which the union steward can contact the employee within two (2) work days.

(d) If no union steward is available and other union stewards either are unavailable or refuse to come to the work site as requested, the Company is authorized, in any proceeding or action normally requiring union representation or the presence of an union steward, either to defer proceeding and taking any action until a later time when an union steward is available or to proceed or take action without the presence of an union steward if the circumstances warrant immediate action. The Union hereby expressly waives any claim, and will not bring any claim, of an unfair labor practice or a violation of this Agreement based on the Company's taking action without the presence of a union

steward or the Company's deferring any action until a union steward is available as authorized by this subparagraph (d) of Section 2A.2. Nothing in this subparagraph (d) will preclude the employee from grieving or arbitrating the actual employment action taken against the employee if such action is otherwise grievable under Article 6 or arbitrable under Article 7 of this Agreement.

Section 2A.3 – Posting of Union Literature and Information; Bulletin Boards

(a) The Company will permit the Union to use portions of bulletin boards on the Company's premises at Joint Base Andrews, Maryland, in the main hall of the Supply Department, and in the drivers' lounge at the East Side Fuel Operations and the West Side Fuel Operations on a space available basis for the purpose of posting legitimate Union notices. The Union will be permitted to install, at its own expense, additional bulletin boards as needed and subject to the approval of the Project Manager for the purpose of posting legitimate Union notices at the Company's facility located at Joint Base Andrews, Maryland. Legitimate Union notices are defined as:

- (1) Notices of meetings.
- (2) Notices of official Union elections and results.
- (3) Notices of official Union appointments.
- (4) Official notice of Union recreational and social events.
- (5) Other notices that shall be specifically approved in writing by the Project Manager. The denial of permission by the Project Manager to post any other notices under this subparagraph (a)(5) of Section 2A.3 shall not be a matter that can be grieved under Article 6 and cannot be appealed to arbitration under Article 7 of this Agreement.

(b) Only the union stewards and the Union's Business Representative shall be authorized to post notices on the bulletin boards. All notices posted on the bulletin board must be dated and bear the signature and printed name of the union stewards and/or the Union's Business Representative who posted the notice.

(c) Only the union stewards and the Union's Business Representative shall be permitted to remove notices on the bulletin boards; however, any materials or notices posted on the bulletin board in violation of this Section 2A.3 may be removed and retained by the Project Manager. The Project Manager will promptly notify the Union's Business Representative of the removal of the material and the reason for its removal. The Union's Business Representative may request and upon that request be allowed at a mutually convenient time to meet with the Project Manager to inspect and copy at the Project Manager's office any materials which the Project Manager has removed under this subparagraph (c) of Section 2A.3.

(d) The internal mail system, voice mail system, telecommunication system, and the computer, e-mail, and Internet systems of the Company and the government shall not be used by the Union or the union stewards to distribute any communications or correspondence to employees; provided,

however, that employees and union stewards will be allowed to use telephones for the purpose of coordinating and scheduling meetings pertaining to dispute resolutions, including grievance proceedings and activities under Article 6 of this Agreement.

Section 2A.4 – Union Business. Except as otherwise provided in this Agreement, the Company shall not be required to pay an employee for any time or leave taken from work by that employee to serve the Union in any official capacity (other than union steward pursuant to the terms of this Agreement), to serve on any Union committee (the Company's Safety Committee under Article 15 of this Agreement is not a Union committee), or to attend Union-sponsored conventions, training, and seminars. The Project Manager may refuse to grant leave under this Section 2A.4 if the Project Manager determines that any employee's absence would unreasonably interfere with or adversely affect the operations of the Company or the operations or mission of the United States government (customer/client).

Section 2A.5 – Union Visitation

(a) Meetings with the Company. Subject to any security regulations promulgated by the Company or the United States government (customer/client), the Union's Business Representative may enter upon the Company's premises to attend meetings at Step 3 of the grievance procedure set forth in Article 6 of this Agreement and such other meetings as may be scheduled between the Business Representative and the Company's Project Manager (or his designated delegate). The access of the Business Representative under this Section 2A.5(a) shall be limited to the meeting space designated by the Project Manager.

(b) Other Access.

- (1) Subject to any security regulations promulgated by the Company or the United States government (customer/client), the Union's Business Representative or other authorized business representatives of the Union as the Company's Project Manager may approve in advance, will be granted access to such areas of the Company's premises and for such purposes and at such times as the Project Manager may approve.
- (2) Such access to the Company's premises may be denied if such access, in the judgment of the Company or the Project Manager, would endanger the life, safety, or health of any person or would risk damage to equipment or property, or if such access, as determined by the Company or the Project Manager, would unreasonably interfere with or adversely affect the operations of the Company or the operations and mission of the United States government (customer/client). Otherwise, access will not be unreasonably withheld.
- (3) Before proceeding to the designated work area, the Business Representative (and such other Union business representatives as the Company's Project Manager may approve in advance) shall report to the Project Manager (or other authorized Company representative designated in writing by the Project Manager), who shall permit the Union representative (or representatives) to enter the Company's premises and proceed to the designated area. The Union representative or representatives shall likewise inform the Project Manager (or other authorized

Company representative designated in writing by the Project Manager) when the Union representative or representatives leave the Company's premises.

(c) Limited Waiver of Right of Access. Representatives or agents of the Union, who are neither the Designated Business Representative nor a bargaining unit employee of the Company, shall only be authorized and permitted to enter upon the Company's premises upon obtaining written permission from the Project Manager in accordance with this Section 2A.5.

(d) Indemnification. The Union shall defend (at the Union's expense), indemnify, and hold harmless the Company, the Project Manager, and, as applicable any agent or representative of the Company, whether individually or collectively, from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury to a Union representative, who is not employed by the Company, occurring during the time the Union or any of its representatives or agents, who are not employees of the Company, have access to the premises of the Company.

Section 2A.6 – Consultations. The Company, or its authorized representative, will meet and confer with Union officers, agents, and representatives, who have been duly selected, designated, and authorized by the Union, upon all questions and disputes that may arise between the parties to this Agreement during its term. Every effort will be made by the Union and the Company to settle these questions and differences promptly in the simplest and most direct manner, without resort to grievance proceedings or arbitration, if applicable. Such consultations that result in mutually agreed resolutions shall be recorded in memoranda that briefly, but accurately, summarize the circumstances of the dispute or question, specify the details of the resolution, and are signed and dated by the authorized representatives of the Company and the Union, provided, however, that such memoranda shall not become a part of this Agreement and shall not be regarded as having amended, altered, added to, detracted from, or modified this Agreement. Any party who has engaged in consultations pursuant to this Section 2A.6 shall not be deemed to have waived any right or entitlement to bring, concurrently or otherwise, any grievance in accordance with Article 6 of this Agreement.

Section 2A.7 – Negotiations.

(a) The parties agree that all collective bargaining is to be conducted between the negotiating team designated by the Union and the negotiating team designated by the Company. The negotiation sessions shall be held at a mutually agreed neutral location and facility with the Union and the Company sharing the costs of the facility equally.

(b) The Union may designate up to four (4) bargaining unit employees to serve on its negotiating team and up to two (2) bargaining unit employees to serve as alternates for negotiating team members who are unable to attend a negotiation session. By mutual agreement in writing, the Union and Company may agree to change the number of bargaining unit employees who will serve as primary or alternate members of the Union's negotiating team.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 3.1 – Recognition of Important and Vital Work for the United States Government. The Union and the Company expressly acknowledge and recognize the business and operations of the Company are directly related to the important and vital work of the United States government and that efficient and uninterrupted services must be furnished to those agencies that have need of and make use of the capabilities of the Company.

Section 3.2 – No Strikes.

(a) In consideration of the Company's commitment as set forth in Section 3.4 of this Agreement, the Union, its officers, agents, representatives, stewards, and bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at the Company's operations at Joint Base Andrews, Maryland for any reasons whatsoever and whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (1) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 6 and 7 of this Agreement; or (2) involves a matter specifically referred to or covered in this Agreement; or (3) involves a matter which has been discussed between the Company and the Union; or (4) involves a matter which was within the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.

(b) Union Response to Violation of Article 3. In the event of a violation of this Article 3, the Union, and its officers, agents, and members collectively agree that they will use their best efforts to end such prohibited conduct, utilizing every possible means to include but not be limited to:

- (1) Publicly disavowing such strike action by the employees within twenty-four (24) hours of the Company's request for such disallowance;
- (2) Advising the Company in writing within twenty-four (24) hours of such a strike action that such strike action by employees has not been called or sanctioned by the Union;
- (3) Requesting and instructing through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- (4) Notifying all employees by mail that such prohibited conduct is unauthorized and in violation of the Agreement.
- (5) Requesting and instructing those employees violating this Agreement to immediately return to work and/or otherwise fully comply with the terms of this Agreement.
- (6) Posting notices on Union bulletin boards within twenty-four (24) hours of such prohibited conduct that advise employees that the Union disapproves and does not authorize the particular prohibited conduct and that instruct employees to return to work immediately.

Section 3.3 – No Lockouts. In consideration of the Union's commitment as set forth in Section 3.2 of this Agreement, the Company shall not engage in any lock out of employees.

Section 3.4 – Disciplinary Action and Discharge for Violation of Article 3. The Company reserves the right and maintains the right under this Agreement to discipline, discharge, or permanently replace, whichever the Company deems appropriate, any employee taking part in any violation of this Article 3 of the Agreement. Employees will have the right to grieve and arbitrate any such action under Articles 6 and 7 of this Agreement.

Section 3.5 – Reservation of Rights and Remedies. Nothing in this Article 3 shall preclude or waive any right, to which the Company or the Union previously was entitled, to seek legal or other redress of and recovery in any forum or tribunal with jurisdiction, nor do the parties to this Agreement concede or waive any rights in this regard to which they may be entitled by future legislation.

ARTICLE 4

UNION SECURITY

Section 4.1 – Union Security

(a) Employees Who Are Union Members When Agreement Becomes Effective. An employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the union.

(b) Employees Who Are Not Union Members When Agreement Becomes Effective. An employee employed at the time this Agreement becomes effective who is not a member of the union at such time shall, not later than the thirtieth (30th) day of employment or the effective date of this agreement, whichever is later, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the Union; and (2) the pro rata share of an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

(c) Employees Hired After Agreement Becomes Effective. An employee who is initially employed or re-employed after the time this Agreement becomes effective shall, not later than thirty (30) calendar days after the commencement of employment, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the Union; and (2) the pro rata share of an amount of money equal to the

monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall not later than the fifteenth (15th) day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are member of the Union.

(d) Determination of Pro Rata Share. For the purposes of paragraphs (b) and (c) of this Section 4.1, the "pro rata share" to be tendered to the Union shall be determined by dividing the monthly dues uniformly charged by the Union to all employees who are members of the Union by the total number of days in the month and multiplying the result by the number of days remaining in the calendar month after the employee is required to pay such share.

(e) Employees Holding Certain Religious Beliefs. An employee who, because of sincerely held religious beliefs, objects to joining or financially supporting labor organizations shall comply with the provisions of Section 4.1(a), (b) or (c), whichever is applicable; except that, in lieu of tendering payment to the Union, such an employee shall pay the amount of monies specified under such paragraphs either to Guide Dogs of America, 13445 Glenoaks Boulevard, Sylmar, CA 91342; Feed the Children, Inc., P.O. Box 36, Oklahoma City, OK 73101-0036; or the American Red Cross, National Headquarters, 2025 E Street, NW, Washington, D.C. 20006 (all of which are IRC Section 501(c)(3) charities), as selected by the employee. Not later than the end of the first (1st) working day after the tender dates specified in Section 4.1(b) or (c), the employee shall deliver to the employee's Union shop steward a dated receipt from the charity indicating that payment of the required amount was received by the charity on or before the applicable tender date.

Section 4.2 – Discharge of Employee for Failure to Comply with Section 4.1.

(a) Employees who are union members on the effective date of the Agreement shall continue to pay the dues amount in accordance with Section 4.1(a) above to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union. Other employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall continue to pay the dues amount in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union. Other employees within the bargaining unit who after the effective date of this Agreement tender payments to the Union in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, shall continue to pay the fee amount in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, to the Union as a condition of continued employment while in the bargaining unit and on the active payroll.

(b) The Union may demand the discharge of any employee who, as of any tender date specified in Section 4.1, is delinquent in payments required under Section 4.1, by serving written notice of such demand on the Company not later than ten (10) calendar days after such tender date, if, at least thirty (30) calendar days prior to such tender date, the Union has notified the employee: (1) of (a) the precise amount of the delinquency; (b) the months to which the delinquency is attributable; (c) the

method used to compute the amount of delinquency; and (d) the date by which such delinquency must be paid; and (2) that failure to pay the amount of the delinquency will result in the employee's discharge. As soon as the Company verifies that the employee specified in such written notice failed to comply with the provisions of Section 4.1, that the Union has given the employee the notice required by this Section 4.2, and that the discharge of the employee would not otherwise be unlawful, the Company shall discharge the employee.

Section 4.3 – Discrimination of Retaliation Prohibited. There shall be no discrimination or retaliation by the Company or Union against a bargaining unit employee because of membership or non-membership in the Union.

ARTICLE 5

CHECKOFF

Section 5.1 – Checkoff.

(a) Upon receipt by the Company of a checkoff authorization in the form set forth in Section 5.5 of this Agreement, dated and executed by an employee, the Company shall deduct Union membership dues/service fees, initiation fees, and reinstatement fees from the employee's wages. Such deduction shall be from the employee's wages for the first payroll period the calendar month following receipt of the employee's checkoff authorization, and dues/service fees shall continue to be deducted at each payroll period unless such checkoff authorization is revoked in writing by the employee. Upon receipt of any written revocation, the Company will furnish to the Union a copy of that written revocation.

(b) The Company will forward and remit the monies so deducted to District Lodge #4, International Association of Machinists and Aerospace Workers, AFL-CIO, at 2600 Cabover Dr., Suite N., Hanover, MD. 21076 not later than ten (10) days following the payday on which the deduction is made. The Company shall deduct from an employee's wages only that amount of money that the Secretary-Treasurer has certified to the Company, in writing, is the amount of dues/service fee, initiation fee, or reinstatement fee that is properly established by the Union in accordance with applicable law and the Union's constitution and bylaws and is required of all employees as a condition of acquiring or retaining membership in the Union. The Company will furnish the Secretary-Treasurer of the Union, at the same time a list compiled in alphabetical order of those employees for whom deductions have been made and the amount of each deduction. If the Union does not keep the Company apprised of the current address of the Secretary-Treasurer of the Union, the Company will not be obligated to make the submissions required by this subparagraph to those persons whose addresses are not maintained current with the Company.

(c) If, for any payroll period in which the Company is obligated to make deductions pursuant to this Section 5.1, the wages owed an employee (after deductions mandated by any court or governmental body or for any monies owed to the Company) are less than the amount of money that the employee has authorized the Company to deduct pursuant to this Section 5.1, the Company shall make no deductions from wages owed the employee for that payroll period. For any future payroll periods, the

Company will not deduct, nor will be required to deduct, any amount to pay for any deduction that was not previously paid by operation of this subparagraph (c) of Section 5.1.

(d) If the Company ceases to deduct any employee's dues/service fee, or if applicable, the initiation fee or reinstatement fee, for any reason, the Company will submit the name of each such employee and the reason for ceasing the deduction to the Secretary-Treasurer of the Union at the same time the periodic deduction list is remitted.

(e) Disclosure of Union Dues to the Company. The Union will provide the Company with the following information concerning Union dues: (a) the current dues rate to be charged to the Employees, and (b) when Union dues/service fee rates are increased or decreased, the Union will notify the Company of the new dues/service fee rate to be charged to Employees and when the new rates will go into effect.

Section 5.2 – Indemnification of Company. The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits, or other forms of liability-including the reasonable costs and fees of any defense made necessary by any such claims, demands, suits, or liability that arise out of or by reason of actions taken or not taken by the Company for the purpose of complying with the deduction of Union dues/service fees, initiation fees, and reinstatement fees as provided in this Article 5.

Section 5.3 – Exceptions. The Company will not deduct from the pay of any employee any Union fines, penalties, special assessments, or contributions to the Union, charities, or political action groups or campaigns, or any other fees other than dues/service fees, initiation fees, and reinstatement fees as set forth above.

Section 5.4 – Processing of Checkoff Authorization Forms.

(a) The checkoff authorization forms:

- (1) Shall be in conformance with the form specified in Section 5.5;
- (2) Shall be the only form used by the bargaining unit employees who wish to initiate and authorize deductions at each payroll period for Union membership dues/service fee; and
- (3) Prior to submission to the Company, shall contain all the information required for processing.

(b) Checkoff authorization forms that are incorrectly filled out or do not contain all the information necessary for payroll processing will be returned to the Union to have the defects corrected, and the Company will neither be authorized nor required to make any such deductions until those defects are corrected and a properly completed authorization form is furnished to the Company.

Section 5.5 – Checkoff Authorization Form. The Company shall not deduct any monies from an employee's wages pursuant to Section 5.1 of this Agreement unless the checkoff authorization executed by the employee conforms exactly to the form found in Appendix 2 to this Agreement.

Section 5.6 – No Solicitation. There shall be no solicitation of employees for Union membership, contributions, dues, service fees, or any other payments conducted within the confines of Joint Base Andrews, Maryland, during times when either the employee (or employees) being solicited or any employee (or employees) performing such solicitation are being paid by the Company to perform work. Employees may solicit for only membership during meal and break periods. At the beginning of each month, the Company will provide to the Union a list showing the names of newly hired employees to the bargaining unit and the classification to which they have been assigned by the Company.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1 – Definitions. As used in this Article 6:

(a) Grievance. A grievance shall mean a dispute between an employee, or the Union, and the Company involving an interpretation, application, or an alleged claim of breach or violation of the specific and express terms and provisions of this Agreement, except those disputes, terms, provisions, or matters expressly excluded from being grieved under this Article 6 by other provisions of this Agreement.

(b) Days. The term “days” shall mean work days, excluding any day observed as a holiday as provided in the Agreement in Section 11.1 of Article 11.

(c) Employee. The term “employee” shall mean an individual bargaining unit employee or a group of bargaining unit employees having the same grievance. The Company and the Union may mutually agree in writing to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

Section 6.2 – Procedural Steps.

(a) Both parties encourage the verbal resolution of disputes as quickly as possible and agree that all disputes and grievances should be resolved at the earliest practical time, whenever possible with the immediate department manager and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any employee with a complaint or issue should contact the appropriate department manager to discuss and resolve the issue. Both parties will make every effort to resolve the issue. The employee may have his or her union steward present if desired; and if an employee has chosen to have a union steward present, the grievance shall not be settled without the presence of the union steward.

(b) Step 1:

(1) Supply Department-Written Grievance to Supply Department Manager. If a grievance is not resolved informally by the employee and the Supply Department Manager under Section 6.2(a) above, the union steward, on behalf of the employee and not later than six (6) work days following the date of the occurrence of the condition or event upon which the grievance is

based, must submit a written grievance to the Supply Department Manager. If the employee or union steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue. At any meetings or conferences held between the employee and the Supply Manager, the employee shall be represented and accompanied by a union steward. Once a grievance is presented, no new violations or issues can be raised in that grievance. The Supply Department Manager shall give his or her written answer to the grievance within six (6) work days after receipt of the written grievance. If a settlement of the grievance is reached before the Supply Manager renders his or her Step 1 decision, the settlement will be reduced to written form and signed by the Supply Manager, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Supply Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(1), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

(2) Fuels Department- Written Grievance to Fuels Department Manager. If a grievance is not resolved informally by the employee and the Fuels Manager under Section 6.2(a) above, the union steward, on behalf of the employee and not later than six (6) work days following the date of the occurrence of the condition or event upon which the grievance is based, must submit a written grievance to the Fuels Manager. If the employee or union steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue. At any meetings or conferences held between the employee and the Fuels Manager, the employee shall be represented and accompanied by a union steward. Once a grievance is presented, no new violations or issues can be raised in that grievance. The Fuels Manager shall give his or her written answer to the grievance within six (6) work days after receipt of the written grievance. If a settlement of the grievance is reached before the Fuels Manager renders his or her Step 1 decision, the settlement will be reduced to written form and signed by the Fuels Manager, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Fuels Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(2), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

(c) Final Step - Written Appeal to the Project Manager. If the grievance of a Supply Department employee is not settled at Step 1 or the grievance of a Fuels Department employee is not settled at Step 1, the union steward on behalf of the employee, not later than ten (10) work days after the union steward's receipt of the decision rendered in accordance with Sections 6.2(b)(1) or 6.2(b)(2) above, may file a written appeal of that decision to the Project Manager. Department(s) without a manager, or an acting manager, it is understood the Step 1 is waived. The written appeal shall include a copy of the written grievance submitted at the preceding step and a copy of the decision from the preceding step, together with all documents and other evidence in support of the grievance. Not later than ten (10) work days after receipt of the written appeal, the Project Manager, or his or her designee, shall meet with the employee, the union steward, and the Union's Business Representative, as well as with the employee's managers to confer and discuss the grievance. The

Project Manager, or his or her designee, shall give his or her written answer to the grievance within ten (10) work days after such meeting, which answer shall be final and binding on the employee, the Union, and the Company, unless it is a matter that is subject to review by arbitration and it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 7 of this Agreement. If a settlement of the grievance is reached before the Project Manager renders his or her Final Step decision, the settlement will be reduced to written form and signed by the Project Manager, the Union Business Representative, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Project Manager fails to provide his or her written answer within the time limit specified in this Section 6.2(c), the response to the grievance shall be deemed to be the Project Manager's written answer of denial on the date the limitation period expired for purposes of taking an appeal to arbitration under Article 7 of this Agreement.

Section 6.3 – Written Presentation. All grievances presented at Step 1, and Final Step of the procedure set forth in Section 6.2 of this Agreement shall contain the following information:

- (a) Name(s) of the employee(s) involved.
- (b) Date of the alleged grievance.
- (c) Date of the first discussion of the grievance with the immediate manager, if any.
- (d) Date of the immediate manager's answer or response to the grievance, if any.
- (e) Nature of the grievance and the alleged facts giving rise to the grievance.
- (f) Date of the presentation and delivery of the written grievance.
- (g) The provision(s) or section(s) of the Agreement alleged to have been violated.
- (h) Proposed remedy.

All grievances at Step 1, and appeals at Final Step of the procedure set forth in Section 6.2 of this Agreement and any written consents for extension of time periods shall be signed and dated by the grievant(s) or the union steward of the grievant(s), and, as applicable, the Union Business representative. All written answers and any written consents for extension of time periods submitted by the Company shall be signed and dated by the appropriate Company representative.

Section 6.4 – Time Limitations and Written Waivers of Procedure.

(a) The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. During any procedural step or within the time limit for proceeding to the next step or to arbitration after a decision by the Company, the Union may accept the Company's decision; reject the Company's decision and timely proceed to the next step or arbitration, as applicable; or withdraw the grievance. If such time limits are not met or if the grievant and/or the Union do not take the required action within the specified time limits (except in those instances where the Union and the Company both consent and agree in writing to extend such time limits), the grievance shall be deemed forever settled and waived.

(b) The time limits specified in this Section 6.2 may be extended by mutual written agreement of the parties. The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to the Final Step of the grievance procedure.

(c) The Company and the Union may mutually agree in writing to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

(d) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement; has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union; or upon an employee's refusing representation in the grievance and arbitration process by a union steward and/or the Union Business Representative.

ARTICLE 7

ARBITRATION

Section 7.1 – Appeal Procedure. Any grievance that involves the interpretation or application of the terms of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 6 of this Agreement, and that has not been resolved or settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with a written notice of appeal within thirty (30) work days after receipt of the written answer of the Company at the Final Step of the grievance procedure set forth in Article 6 of this Agreement. The failure to appeal a grievance to arbitration in accordance with this Section 7.1 shall constitute a waiver of the Union's right to appeal to arbitration, and the answer of the Company at the Final Step of the grievance procedure shall be final and binding on the grievant, the Company, and the Union.

Section 7.2 – Selection of Arbitrator. The appeal to arbitration shall be heard and decided by an arbitrator selected from a list of qualified and impartial arbitrators furnished by the Federal Mediation and Conciliation Service. Not later than ten (10) work days after the Union serves the Company with a written notice of appeal a grievance to arbitration, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish to the Company and the Union with a list of seven (7) qualified and impartial arbitrators. Upon receipt of that list, the Company and the Union shall promptly notify one another if there is objection by either party to the initial panel of arbitrators named in the list provided by the Federal Mediation and Conciliation Service. If such an objection is made, the Company and the Union shall promptly request a new list of arbitrators from the Federal Mediation and Conciliation Service. Within twenty (20) work days after receipt by the Company and the Union of either the original list if no objection to it was made, or the second list if objection was made, the Company and the Union shall alternately strike names from the list (the right to strike the first name having been determined by lot), until one (1) name is agreeable to both parties or until only one (1) name remains. The arbitrator whose name remains shall hear the appeal.

Section 7.3 – Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator, and his or her opinion and award, shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement specifically at issue between the Union and the

Company. In considering the appeal, the arbitrator shall be governed by the following provisions and limitations:

(a) The arbitrator shall hear all evidence and arguments on the specific issues in dispute, and the written decision of the arbitrator shall be final and binding upon the grievant, the Union, the bargaining unit, and the Company.

(b) The arbitrator shall issue his or her decision not later than thirty (30) days from the date of the closing of the hearing or the date of submission of post-hearing briefs, whichever is later. The parties can consent in writing to extending the time for the arbitrator's submission of a decision.

(c) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issue or issues submitted. The parties will jointly submit a mutually agreed, signed statement setting forth the issue or issues to be decided by the arbitrator, the specific contract provisions alleged to have been violated, and the remedy or relief sought. The stipulated issue or issues shall be the sole matters to be decided by the arbitrator. Should the parties fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the arbitrator shall determine, preferably before the hearing, the issue or issues to be arbitrated.

(d) The arbitrator shall have no authority to determine any issue or issues other than the precise issue or issues submitted, and the arbitrator shall refrain from issuing any statement, opinion, or conclusion not essential to the determination of the precise issue or issues submitted.

(e) The arbitrator shall limit its decision strictly to the application or interpretation, or both, of the specific and express provisions of this Agreement as related to the specific issue or issues submitted.

(f) The arbitrator shall be without power and have no authority:

- (1) To make any decisions contrary to or inconsistent with the terms of this Agreement;
- (2) To make any decisions which add to, detract from, alter, amend, modify, supplement, or ignore in any way the terms and provisions of this Agreement;
- (3) To make any decisions which are contrary to or inconsistent with, or which ignore in any way the terms and provisions of this Agreement, applicable law, or any applicable rules or regulations that have the force and effect of law;
- (4) To make any decision limiting or interfering in any way with the power, duties, and responsibilities of the Company under federal and state laws or other applicable laws, rules, and regulations except as such powers, duties, rights, and responsibilities have been lawfully delegated, abridged, or modified by the provisions of this Agreement; and

(g) The arbitrator's award may include backpay to the grievant(s); however, the following limitations shall apply to any monetary awards:

- (1) No award for backpay shall exceed the amount of pay the employee would otherwise have earned at the employee's straight-time rate of pay, and if applicable and proven, any overtime pay entitlement, and such backpay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration; but in no event shall the Company be in any way liable for or obligated to provide any backpay, monetary award, relief, or grievance settlement for any time earlier than eleven (11) work days before the date of initial filing of the Step 1 grievance, and also provided that any such backpay, monetary award, relief, or grievance settlement related to any loss falling within this eleven (11) work-day period shall be limited to the actual loss incurred by the grievant during this eleven(11)work-day period.
- (2) If back pay is awarded, there shall be deducted from that backpay amount any other compensation, including wages, commissions, workers compensation benefits, and unemployment compensation benefits, that the grievant may have received or which may be due the grievant for the designated award period.
- (3) The award shall not exceed the actual loss to the grievant and shall not include punitive damages.

(h) Arbitrability. If the Company asserts that a grievance or appeal is not arbitrable, including but not limited to the contention that there has been a failure to comply with the procedural requirements of Articles 6 and 7 of this Agreement, the arbitrator:

- (1) Shall first take and hear all evidence, testimony, oral argument, and presentation of legal authorities by the parties, without submission of post-hearing briefs, limited solely to the issue of arbitrability;
- (2) Shall initially decide the issue of arbitrability at and during the hearing upon the evidence, testimony, oral argument, and presentation of legal authorities initially made by the parties, and shall not proceed to take and hear any evidence, testimony, oral argument, and presentation of legal authorities by the parties on the substantive merits of the grievance until after the arbitrator has decided and determined the issue of arbitrability at the hearing;
- (3) Shall not have any authority or jurisdiction to receive evidence or decide the substantive merits of the grievance until after the arbitrator determines at the hearing whether the grievance is arbitrable; and
- (4) Shall either deny the grievance if it is determined not to be arbitrable, or reconvene the hearing to hear and receive evidence and to decide the substantive merits of the grievance, if it is determined to be arbitrable.

Section 7.4 – Reporting of the Arbitration Proceedings. Either party or both will be allowed to have the arbitration recorded and reported by a certified court reporter. If both parties agree to retaining the services of a court reporter for recording and reporting of the arbitration proceedings and/or if both parties obtain a copy of the arbitration hearing transcript (no matter who initially

retained the services), payment of the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator shall be shared equally between the Union and the Company. If only one party obtains retains the services of a court reporter for recording and reporting of the arbitration proceedings and only that party obtains a copy of the arbitration transcript, that party shall pay the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator. In any event, each party shall bear and pay its own costs for its copy of the arbitration hearing transcript.

Section 7.5 – Location of Arbitration Hearing. The parties will conduct arbitration cases at a location within twenty-five miles of the site where the grievance originated, unless the parties agree otherwise in writing.

Section 7.6 – Fees and Expenses of Arbitration. The fees and expenses of the arbitrator selected from the list furnished by the Federal Mediation and Conciliation Service shall be borne equally by the parties. Other than the fees and expenses of the arbitrator as specified in this Section 7.6 and of the court reporter as specified in Section 7.4 above, each party shall bear its own arbitration expenses, including costs and fees of its representatives, attorneys, witnesses, and its copy of the transcript.

ARTICLE 8

LAYOFFS, ASSIGNMENTS, AND TRANSFERS

Section 8.1 – Definitions.

(a) Seniority. Seniority shall mean an employee's length of continuous, unbroken service within or without the bargaining unit (unless otherwise specified to the contrary in this Article 8), measured in calendar days from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force. When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his or her social security number shall be considered to be the most senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in this Section 8.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) Seniority Pool. All employees holding the same job classification delineated in Appendix 1 to this Agreement shall constitute a seniority pool.

(c) Seniority Lists. Semi-annually, the Company will supply the Union with a seniority list of employees covered by this Agreement. Employees may contest the accuracy of their seniority status, in writing to the Project Manager; and if an error is established, correction will be made. After thirty (30) days from when supplied by the Company and posted on the Union bulletin board, the seniority status of all employees shown on the posted list, as may be corrected, will be

incontestable. The Union will be notified of additions or deletions to the seniority list between postings.

Section 8.2 – Layoff.

(a) Determination of Layoffs. The Company will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be affected. The Company shall provide a list to the Union at the time of layoff. However; Shop Stewards shall also be senior members of the bargaining unit as defined in Article 2A Section 2A.1 The Union shall furnish the names of all stewards to the Company and shall notify the Company of any changes to the stewards.

(b) Temporary Layoffs. If the Company determines that one (1) or more employees in a seniority pool shall be laid off for five (5) or fewer consecutive regular workdays on which such employees would normally be scheduled to work, the Company shall not be restricted in selecting the employees who will be laid off. Nevertheless, any employee with a "Yankee White" security clearance shall not be included in any temporary layoff seniority pool. Employees who are temporarily laid off have the option of using earned and available personal time off time instead of being off of work without pay.

(c) Other Layoffs. If the Company determines that one (1) or more employees in a seniority pool shall be laid off for more than five (5) consecutive regular workdays on which such employees would normally be scheduled to work, the Company will first lay off employees in their probationary period, as defined in Section 1.3 of this Agreement, and then will lay off the least proficient employees in the seniority pool; provided that, if, because two (2) or more employees possess equal proficiency or the Company's assessment of proficiency standard results in a choice of more than one (1) employee for layoff, the Company will lay off the less senior employee(s) of such group of employees. Nevertheless, any employee with a "Yankee White" security clearance shall not be included in any seniority pool for layoffs under this Section 8.2(c). For purposes of this Section 8.2, the level of an employee's proficiency shall be based on the Company's review and assessment of the employee's employment records (including performance evaluations or appraisals and associated improvement or corrective action records and plans, and safety records); skills, abilities, reliability, and experience levels; and performance and work completion effectiveness and efficiency.

Section 8.3 – Transfers Out of the Bargaining Unit. Bargaining unit employees who are transferred or promoted to positions within the Company at the facilities located at Joint Base Andrews, Maryland but which are not job classifications within any bargaining unit within the Company, shall retain and accrue seniority as specified in this Section 8.3, but upon such transfer or promotion, those employees shall not be regarded as working under or governed by the terms of this Agreement while occupying such positions. Employees so transferred or promoted shall retain and accrue seniority for a period of thirty-one (31) calendar days from the date transferred or promoted out of any of the bargaining units. If those employees transferred or promoted under and subject to this Section 8.3 return to any of the bargaining units, they shall be allowed to exercise seniority as retained and accrued under this Section 8.3. The seniority of those returning employees will be adjusted and re-established based upon (a) the retained and accrued seniority under this Section 8.3 and (b) the interruption in seniority and no-seniority accrual while so transferred or promoted to the

non-bargaining unit positions or job classifications. The Company shall provide a list to the Union at the time of transfer.

Section 8.4 – Recall.

(a) Order of Recall. If the Company determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff from that seniority pool, provided that they are qualified to satisfactorily perform the duties of the job in the classification or seniority pool which is being recalled and are also available for immediate return to work for the Company on the date specified for recall.

(b) Notice of Recall. The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A copy of such notice shall also be sent by regular mail to the Union. The employee must, within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of the employee's intent to return to work on the date specified for recall and, thereafter, return to work on such date. If the employee does not respond as required by this Section 8.4(b), the next employee may be recalled and the notified employee will be terminated from employment with the Company. If no qualified employee remains, a new employee may be hired.

(c) Failure of an employee to keep the Company advised in writing of the employee's current and correct address shall relieve the Company of any obligations under this Article 8.

Section 8.5 – Assignments, Transfers, Promotions, and Filling of Vacancies.

(a) Temporary Assignments. In order to provide maximum stability, to ensure efficient operations and the security of all employees, and to minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract with the U.S. government for no longer than sixty (60) days. An employee temporarily assigned by the Company's management to another job position shall be paid in accordance with Section 9.4 of this Agreement for the hours spent actually working in that position.

(b) Posting Notice of Vacancy. When the Company determines to fill a job classified vacancy within the bargaining unit, the Company will post a notice of the vacancy or job openings on employee bulletin boards within twenty (20) days of that decision for seven (7) work days. Such notice shall contain the following information:

- (1) Job classification.
- (2) Department/work center.
- (3) Specific initial shift assignment.
- (4) Qualification requirements as established by the Company, including physical, certification, technical, skill, and experience requirements.
- (5) Wage rate.
- (6) Required reporting date and time.
- (7) Date and time after which bids will no longer be accepted for the job.

The Company shall furnish a copy of the job posting at the time of posting to the union steward for the area in which the job is located. The Company may, at its option, temporarily fill a job vacancy by assignment pursuant to Section 8.5(a) or until it is filled through the notice and bidding procedures under this Article 8, whichever is earlier.

(c) Bidding. Subject to the provisions of Section 8.5(f), any employee may submit a bid for the job to the Company's Project Manager, or designated Company representative, in writing, during the posting period. Bid forms will be available at the Project Manager's office. The Project Manager, or the designated Company representative, shall affix to each bid the date and time the bid was received to validate timely filing. Bids received after the closing date shall not be considered. A copy of the bid forms shall be given to the union steward for the area in which the job is located. The Company reserves the right to cancel the posted bid or withdraw its filling of the vacancy prior to the successful bidder assuming the duties thereof.

(d) Selection.

- (1) From among employees who submit bids for the posted job, the Company will award the job to the senior employee who is most qualified for that job. If no employees who submitted bids are qualified for the posted job, the Company may fill the job from any source. An employee awarded a job vacancy shall be reclassified to the job classification as of the first day of work on the job. The Company will make its best efforts to award the job vacancy within twenty (20) working days after the posting of the notice of vacancy.
- (2) Qualifications. In application of the principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications to be performed in the work involved. For purposes of Sections 8.4 and 8.5(e), the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved as determined by the Company. For all other purposes, the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved.
- (3) Qualifications Program. It is the intent of the Company and the Union to cooperate and to develop and implement together a qualifications program to enhance qualifications of employees and to serve as a standard for selections to job classifications and promotions.

(e) Restrictions on Bidding. An employee, who is awarded a job for which the employee bid, must accept it. If, immediately prior to being awarded a posted job, the designated job classification of a full-time employee who was awarded the posted job was in the same labor grade as the posted job, or a higher paid labor grade than the posted job, the full-time employee may not bid for another job for a period of twelve (12) months after being awarded the job. Nevertheless, if the Company, pursuant to Section 8.5(d), cancels the posted bid or withdraws its filling of the vacancy prior to when employee, as the successful bidder, assumed the duties thereof, the twelve (12)-month bidding

restriction in this Section 8.5(f) shall not apply. An employee must have been employed by the Company for twelve (12) months in order to bid. The parties agree that this restriction for new employees may be waived for individuals by mutual agreement.

(f) Disqualification of Bidder. An employee who is unable to perform the job to which he bid to the satisfaction of the Company within sixty-four (64) work days after being awarded the job shall be returned to the job classification the employee held at the time of submitting the bid. An employee so returned shall not be eligible to bid again for the same job from which the employee returned for a period of twelve (12) months.

(g) Transfers for Training. As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of direct training of employees. Sufficiently competent employees within a classification will be considered for training in accordance with the Company's needs. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment. The Company will determine the need and the number of employees to be so trained and will arrange such direct training.

Section 8.6 – Termination of Seniority. An employee's seniority shall be terminated and the employee's rights under this Agreement forfeited for the following reasons:

(a) Discharge for just cause, quitting, retirement, or resignation;

(b) Failure to give notice of intent to return to work after recall within the time period specified in Section 8.4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

(c) A time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason (this provision does not apply to layoff or for a leave period under the workers compensation laws of Maryland, under the Family and Medical Leave Act taken pursuant to Section 13.1 of this agreement) or for any reasonable accommodations for any employee on leave under the Americans with Disabilities Act.

(d) Failure to return to work upon expiration of an approved leave of absence; and

(e) Failure to be recalled from layoff for a period of twenty-four (24) months or for a period equal to the employee's seniority, whichever is less, but may be extended by mutual agreement.

Section 8.7 – Return of Personnel to the Bargaining Unit. A person, who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company at its facilities located at Joint Base Andrews, Maryland, may be transferred to any designated job classification in the bargaining unit in accordance with the job vacancy, bidding, and selection process under this Article 8.

Section 8.8. Nothing in this Agreement shall be construed to prevent an employee from performing work that is below his or her classification when required to do so by the Company. Under those circumstances, the employee will be paid in accordance with the terms of Section 9.4 of this Agreement.

Section 8.9 – Employment and Conflicts with Other Employers. Employees are free to participate in off-duty employment or to seek or obtain employment with any employer other than the Company as the employee may desire, subject to the following restrictions:

(a) Off-duty employment or any activities related thereto must not interfere with the employee's performance of job duties attendance with the Company.

(b) Employees involved in any purchasing or procurement activities, tasks, or actions for the Company shall not own or be employed during off-duty hours by businesses that a current or potential vendors of the Company.

(c) Employees are prohibited from using any Company identification, documents, or records to gain access to any government installation or facility to perform any non-Company business or activities.

(d) For employees hired after the start date of this agreement, prior to starting such employment, the employee must notify the Company in writing by completing and returning the Company's secondary employment notification form.

ARTICLE 9 –

WAGE AND TRAINING COSTS

Section 9.1 – Definition of “Designated Job Classification”. The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification in accordance with the procedures set forth in Sections 8.2 or 8.3 of Article 8 of this Agreement, in which case, the job classification to which the employee moves shall become the employee's designated job classification. Job classifications are listed in Appendix 1. The “Fuels” classification i.e. Fuels Ops., Fuels Op-YW, Fuels Op Lead, Fuels Op-YW Lead (the parent classifications) identifies the sub-classifications that contains specific duties performed by employees in these classifications. The sub classifications under the parent classifications are not intended to be subject to individual wage negotiations but rather will continue to be paid at the rate of the parent classification.

The Truck Driver HVY classification provides a rate paid for time spent by Supply drivers while performing work in the HVY category, and is not their regular rate of pay if not performing HVY truck driving.

Section 9.2 – Straight Time Rate of Pay. Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for the employee's designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for each job classification set forth in Appendix I hereto shall be the hourly rate specified for that job classification.

Section 9.3 – Overtime.

(a) Rate of Pay. For all hours actually worked in excess of forty (40) hours in a workweek, an employee shall be paid one and one-half (1.5) times the employee's straight-time rate of pay for that workweek; provided, however, that the employee shall not work any overtime nor be paid for working any overtime that has not been directed by and authorized by the proper supervisory personnel of the Company before the overtime is worked.

(b) Distribution of Overtime. The difficulties of distributing overtime on an equal basis is recognized by the Union and the Company; however, the managers in charge, consistent with and in accord with the operational demands and requirements of the Company and its obligations under contracts with the United States government, will endeavor to distribute necessary and available overtime work as equally as possible among the employees, in their respective job classifications at each work center.

Section 9.4 – Rate of Pay for Temporarily Transferred Employees. For the hours of actual work performed by an employee, whose designated job classification is listed in Appendix I and who is temporarily transferred to another job classification listed in Appendix I with a different straight-time rate of pay than the straight-time rate of pay for the employee's designated job classification, the employee shall be paid the greater straight-time rate between the job classification to which the employee is transferred and the employee's designated job classification.

Section 9.5 – Pay Day. By the close of business on the Friday of the calendar week immediately following the close of the pay period, employees will receive their pay checks in the form of direct deposit to an individual financial institution account designated by the employee.

Section 9.6 – Shift Differential Pay. A shift employee is an employee who is regularly scheduled to work shifts other than the regular working hours of 7:30 a.m. to 4:30p.m. (for Supply day shift) or 7:00 a.m. to 3:30 p.m. (for Fuels A shift) in any work day (as defined in Section I0.4). In addition to the applicable straight-time rate of pay, a shift differential of eighty cents (\$0.80) per hour will be paid to employees for B and C shift work during the week, and also to any A shift employee who works on an off-shift beyond their normal hours. For example, if an employee works A shift which is 7.00am to 3.30pm, but works until 5.00pm, the employee will get 1.5 hours with the shift differential. For employees who work the weekend shifts (Wacky Weekenders (WWE)), the shift differential will be paid after 3.00pm for the Day shift WWE. In addition, an employee working the night shift WWE will be paid a shift differential for all hours worked.

Section 9.7 – Reporting Pay. An employee who reports for regularly scheduled work will be allowed to work two (2) hours or alternatively will be paid two hours compensation at the

employee's applicable straight-time rate of pay unless the employee either is notified not to report to work or could not be notified after reasonable effort and attempts to do so had been accomplished by the Company.

Section 9.8 – Call-back Pay. An employee who is scheduled for call-back duty shall receive a minimum of eight hours compensation at the employee's applicable straight-time rate of pay for the week the employee is scheduled for call-back duty. If an employee actually performs any call-back work during the employee's scheduled call-back duty period, all call-back hours worked shall be included in computing overtime compensation pursuant to Section 9.3. Employees on call-back duty will be expected to answer their phone and will make every effort to respond to customer priority requests within one hour of receiving the call. Employees who fail to answer and / or respond to customer priority request will forfeit two (2) hours of call-back compensation for each time they fail to respond.

Section 9.9 – Costs of Training. The costs of any training of employees required by the Company shall be borne by the Company, including travel and lodging expenses reasonably associated with or reasonably incurred by the employee to accomplish the required training. The Company will pay an employee's costs associated with the renewal and retention of a job-related and required commercial driver's licenses and hazardous materials certifications and licenses.

Section 9.10 – No Duplication or “Pyramiding” of Overtime and Other Premium Pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with that pay formula set forth in this Agreement that entitles the employee to the greatest amount of compensation, but the employee shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

Section 9.11 – Certified to Carry Firearms. An employee who has been trained, certified and appointed to carry firearms for their particular work duties will receive in addition to their applicable straight-time rate of pay, an additional fifty cents (\$0.50) per hour for all hours worked.

Section 9.12 – New Technology. In the event that new technology is introduced that affects the work performed by bargaining unit employees, the Company will train those employees who at the time perform duties that will be affected by the new technology. If the union believes that additional employees work with the technology, the company agrees to meet and confer with the union regarding the training of those additional employees.

ARTICLE 10

HOURS OF WORK

Section 10.1 – Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed

as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices, and procedures shall govern the payment of all wages.

Section 10.2 – Workweek. The workweek shall consist of seven (7) days, which currently begins immediately after midnight on Sunday and ends at midnight the following Sunday. The Company retains the right to change the days or times, or both, of the beginning and end of the workweek as may be required by the Company's operational needs, obligations, and commitments under applicable contracts with the United States government.

Section 10.3 – Regular Workweek. The regular workweek shall consist of forty (40) hours of work within the workweek.

Section 10.4 – Workday. A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day.

Section 10.5 – Regular Workday. A regular workday for employees other than shift employees (as defined in Section 9.6 of this Agreement) shall consist of eight (8) consecutive hours of actual work (including the two rest periods) in a workday, exclusive of a lunch break.

Section 10.6 – Schedule. The Company retains the right to change the schedule for employees' work to suit varying conditions of the business and operations of the Company and the government. The Company and manager will give employees, who are affected by a work schedule change seven (7) days' notice. Schedules will be changed only if circumstances beyond the control of the Company occur, such as, the operational needs and mission requirements.

Section 10.7 – Rest and Meal Periods. There shall be one (1) unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday. The Company shall permit the employee to take a fifteen (15) minute rest period, which may be taken without loss of pay, at a time scheduled by the employee's manager that does not interrupt or delay the work performed during each half of the work schedule. Employees scheduled to work four (4) or more hours of overtime shall be entitled to a fifteen (15) minute rest period prior to the start of the overtime period and any scheduled rest periods every two (2) hours.

Section 10.8 – Overtime Work. Subject to the provisions of this Section 10.8 and consistent with Section 9.3(b) of this Agreement, the Company shall determine when and by whom overtime will be worked. An employee who is not excused by the Company from performing assigned overtime and who fails to report for such overtime will be subject to appropriate discipline.

Section 10.9. If circumstances or conditions arise that are beyond the control of the Company and that require the Company to give employees the option to be assigned to other work or to take time off, the employees so affected who elect to take time off also shall have the option to use their earned and available personal time off time or take leave without pay.

ARTICLE 11

HOLIDAYS

Section 11.1 – Holidays Celebrated. The following ten (1) days are designated as holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Annually, but no later than September 30 of each year, the Union may notify the Company that the employees have agreed to select, for application in the following year, one (1) of the holidays listed above to be replaced and substituted by another day during the following year to be observed as a holiday. The Union shall inform the Company which holiday is to be replaced and the date to be observed as the substituted holiday. The replaced holiday will be scheduled as a regular work day, and the substituted holiday will be scheduled as a holiday. In the event the Federal Government and / or Joint Base Andrews declare an additional Federal holiday(s) in excess of current holidays per Article 11.1, such new declared holiday(s) will be granted to the employees covered by this agreement.

Section 11.2 – Eligible Employees. Each full-time and part-time employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on personal time off during that seven (7) day period, and who actually works his or her last scheduled workday before and first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article. An employee, who is not a full-time or part-time employee, shall not be eligible for the benefits set forth in this Article.

Section 11.3 – No Work on the Holiday. An eligible employee who is not required to work on the day observed as a holiday, which date is normally a scheduled work day for the employee, shall receive eight (8) hours pay at that employee's straight-time rate of pay for that holiday.

Section 11.4 – Work on the Holiday. The Company reserves the right to require employees to work on a holiday; however, the Company will make every effort to schedule as many employees as possible off from work on holidays. An eligible employee who is required to work a shift that begins during the calendar day observed as the holiday shall receive one and one-half times his or her straight-time rate of pay for all hours worked, during that shift, in addition to eight (8) hours pay at the employee's straight-time rate of pay. An employee who is required to work a

shift that begins on the calendar day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

Section 11.5 – Holiday During a Scheduled Day Off or Personal Time Off Period

(a) If a holiday is observed on a scheduled personal time off day of an eligible employee, the holiday will be treated as an observed holiday under this Article not as a personal time off day, and the employee will receive pay only for the holiday.

(b) If a holiday is observed on a scheduled day off (other than a personal time off day) of an eligible employee, the employee will receive pay for the holiday in accordance with the provisions of this Article.

(c) Employees who are on leave without pay or who have been laid off are not eligible employees under this Article.

Section 11.6 – Overtime Credit. Any hours that an employee does not work but for which the employee is compensated pursuant to Section 11.3 or Section 11.4 shall not be considered hours worked for the purposes of computing overtime eligibility under Section 9.3 of this Agreement.

Section 11.7 – Holiday Observances. The holidays designated in Section 11.1 above will be observed on the same days that those designated holidays are observed by military and government personnel assigned to Joint Base Andrews, Maryland.

ARTICLE 12

PERSONAL TIME OFF

Section 12.1 – Eligible Employees.

(a) An employee, who has completed the probationary period under Section 1.3 of this Agreement, shall be eligible for paid personal time off based on the employee's continuous length of service, measured from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.

(b) "Continuous length of service with the Company", for purposes of this Article 12, is defined as service that is uninterrupted by termination of employment with the Company (or by termination of employment with the Company's predecessor private sector contractors [that is, not government employers] at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.).

Section 12.2 – Personal Time Off Allotment and Accrual.

(a) The amount of personal time off to which an employee shall be entitled during any year shall be determined by the employee's number of years of continuous service with the Company, measured from the employee's hiring date to the employee's anniversary date of hire for the current year, as follows:

- (1) From the commencement of the first (1st) year of continuous service with the Company until the end of the fifth (5th) year of continuous service with the Company, an employee will earn a maximum of 136 hours of personal time off per year to be accrued at the rate of 11.33 personal-time-off hours per month.
- (2) From the commencement of the sixth (6th) year of continuous service with the Company until the end of the tenth (10th) year of continuous service with the Company, an employee will earn a maximum of 176 hours of personal time off per year to be accrued at the rate of 14.67 personal-time-off hours per month.
- (3) From the commencement of the eleventh (11th) year of continuous service with the Company, an employee will earn a maximum of 216 hours of personal time off per year to be accrued at the rate of 18.00 personal-time-off hours per pay month.
- (4) From the commencement of the twentieth (20th) year of continuous service with the Company, an employee will earn a maximum of 240 hours of personal time off per year to be accrued at the rate of 20.00 personal-time-off hours per pay month.

(b) Employees who are working less than thirty-five (35) hours per work week, who are hired for a specified period of time with no guaranteed hours, or who do not work full time under the Service Contract Act will receive a pro-rated amount of personal time off based on the number of Service Contract Act hours worked divided by 2,080 hours and applied as a percentage to the personal time off accrual rates specified above in Paragraph 12.2(a).

(c) The amount of personal time off leave shall be deemed earned when accrued, and it will be accrued on the last day of each calendar month according to Section 12.2(a) above.

Section 12.3 – Personal Time Off Scheduling.

(a) Personal time off requests in excess of eight (8) hours shall be submitted by employees to the employee's manager at least ten (10) work days before the commencement of a personal time off period and must be approved by the Project Manager, or the designee of the Project Manager, before any personal time off is taken. Personal time off in increments of eight (8) hours or less shall be submitted to and approved by the employee's manager at least five (5) work days in advance. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted their requested personal time off. If a scheduling conflict exists, the Project Manager will determine which employee shall have first choice of personal

time off. Personal time off will be taken in increments of one-quarter (0.25) of an hour or more except as modified in other sections of this Agreement.

(b) Unscheduled personal time off not covered by Section 12.3(a) may be approved by and within the discretion the employee's manager, upon request made by the employee. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted the personal time off requested under this Section 12.3(b).

Section 12.4 – Use of Personal Time Off.

(a) An employee's accrued personal time off balance shall not exceed two times the employee's annual entitlement under Section 12.2 above (hereinafter referred to "personal time off limit"). An employee's eligibility to accrue personal time off shall be suspended whenever the employee's personal time off balance reaches the personal time off limit. The employee's eligibility to accrue personal time off will be reinstated when the employee's personal time off balance falls below the personal time off limit. An employee shall not receive pay in lieu of personal time off.

(b) An employee who has completed one year's continuous service with the Company will be paid for personal time off hours accrued but not used at the time of termination of employment, regardless of the nature of the termination, at the employee's straight-time rate of pay at the time of the employee's termination.

(c) If an employee is taking sick leave or is taking leave pursuant to the Family and Medical Leave Act, the employee may elect to receive personal time off pay in lieu of time off without pay.

(d) An employee, who is returning from personal time off but is scheduled to be otherwise off from work on the day or days immediately preceding the employee's scheduled return-to-work date, shall be the last employee called to work on any such day or days for which the employee is scheduled to be off, unless an emergency situation necessitates that the employee be called in and required to report to work.

Section 12.5 – Rate of Pay.

(a) An employee, whose designated job classification is listed in Appendix 1 of this Agreement, shall be compensated for personal time off at the straight-time rate of pay for the employee's designated job classification at the time the personal time off is taken.

(b) Paid days of personal time off will not be considered as time worked for the purpose of computing overtime.

ARTICLE 13

LEAVES OF ABSENCE

Section 13.1 – Family and Medical Leave. Section. The Company will offer family and medical leaves pursuant to the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. An eligible employee will be eligible for unpaid family or medical leave in accordance with the Act.

(a) Benefits Coverage During Leave. An employee who takes family or medical leave will not lose any employment benefits, but those benefits, such as personal time off, will not continue to be accrued during the leave.

(b) Restoration to Employment. An employee who completes a family or medical leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment. The Company cannot guarantee that an employee will be returned to his or her same former job.

(c) Return from Leave. An employee taking a family or medical leave is required to report to the Project Manager every two weeks on the employee's status and intent to return to work upon completion of the leave. Employees returning from a medical leave for a serious health condition are required to provide certification from a health care provider indicating that the employee is able to resume work and can perform the essential functions of the employee's job. Employees who do not return to work upon the expiration of a family or medical leave will be treated as having voluntarily terminated; however, the Company in its sole discretion may allow the employee to return to work or to be reinstated.

Section 13.2 – Accrued Personal Time Off While On a Leave. An employee requesting a leave without pay (LWOP) shall use his or her accrued personal time off (and therefore receive accrued personal time off pay) prior to being placed on the status of a leave of absence without pay. Employees taking leave for union business which is compensated by the union shall be eligible to take LWOP regardless of any accrued PTO balance.

Section 13.3 – Court Leave.

(a) An employee who is required to report for jury duty shall be entitled annually to be paid up to twenty (20) scheduled work days' pay at the employee's day shift straight-time rate of pay for scheduled work hours lost as the result of such actual jury service requiring an appearance and attendance in court, less the amounts paid by the courts or government for that jury service, after the employee provides the employee's manager with a copy of the jury summons, proof of service, and receipt or record of payment for jury service by the court or government.

(b) Upon receiving a summons or notification for jury duty, the employee shall inform his or her manager as soon as possible for scheduling the time off. Additionally, after the first day of jury service, if the employee is to serve any additional days on a jury, the employee will notify his or her

manager as soon as possible by telephone call and/or voice mail message of the additional service, so the work scheduled can be modified to accommodate the employee's absence.

(c) An employee who reports for such service, and who is either excused there from or completes the service during the period of normally scheduled work, shall immediately contact his or her immediate manager and report for work, if requested.

(d) If an employee is required to remain on jury duty in excess of twenty (20) work days, the employee may elect to either take the additional period away from work as from his or her balance of personal time off or as leave without pay.

(e) Employees who work other than day shift shall be deemed to be on day shift during the period of jury service and shall be returned to their regular shift as of the start of that shift on the calendar day following the conclusion of jury service.

Section 13.4 – Military Leave.

(a) The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(b) An employee ordered to attend military training will be granted a leave of absence with pay for training purposes for a period not to exceed fifteen (15) work days in any one calendar year, but such pay will be the difference by which the employee's regular straight-time rate of pay (based on an eight-hour workday) exceeds the military pay received by the employee. The employee will not be paid any amounts for military leave pay that would exceed the wages the employee would have received if the employee had actually worked the time missed from the employee's regular work schedule because of the military leave. The military leave pay shall only apply to time actually missed from the employee's regular work schedule. The employee must provide the Company, in support of any request for military leave pay, with copies of orders and records of the amount of military compensation paid to the employee. The employee will earn normal benefits due during such training periods, and time spent in training will not be deducted from personal time off unless requested by the employee.

(c) All eligible employees will be granted a leave of absence without loss of position for active duty in accordance with the Uniformed Services Employment and Reemployment Rights Act, as it may be amended. Returning employees will be reinstated with accrued personal time off in effect at the time of their separation from the Company.

Section 13.5 – Bereavement Leave. An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours in the event of the death of the employee's parent, step-child, foster child, child, spouse, grand parent, parent-in-law, step-parent, brother, sister, or grandchild. Bereavement leave may be used only during the five (5) calendar day period commencing with the date of death. If requested by the employee, the Company may permit additional bereavement leave.

Section 13.6 – Voting Leave. If voting polls are not open before or after an employee's regular duty hours and the employee's work schedule does not otherwise allow sufficient time for voting, the employee may be excused by his or her manager for a reasonable time up to two (2) hours with pay for the sole purpose of voting in national, state, local, or other official civil elections that occur in the county in which the employee lives and is a registered voter. Such paid time off for voting, however, will not be given or paid if the employee has had sufficient time to know in advance the work schedule for the election or voting day and failed to obtain an absentee ballot for voting purposes.

Section 13.7 – Requests for Leave, Return from Leave, and Hours of Leave.

(a) Requests for leave without pay must be made at least thirty (30) days in advance of the date leave is requested to commence, unless a shorter notice period is allowed by this Agreement or by the Project Manager. The Company may approve leave without pay when a request is given less than thirty (30) days in advance of the leave date if the employee demonstrates to the Company, and the Company determines, that circumstances exist which constituting an emergency, precluding earlier notice. Unless otherwise provided in this Agreement, the granting of requests for leave of absence is at the discretion and option of employee's manager or the Project Manager, or both, as applicable, based on the Company's operational needs, obligations, and commitments under its contracts with the United States government.

(b) If the employee does not return to work upon expiration of the leave, the employee shall be terminated from employment with the Company.

(c) Hours of leave shall not be deemed hours of work for the purpose of computing overtime under this Agreement.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

Section 14.1 – General.

(a) Employees, who are deemed eligible for benefits under this Article 14, will be provided a combination of flexible benefits credits ("H&W benefits credits") as specified below. These credits will be provided on a pre-tax basis under Internal Revenue Code Section 125. Employees may use these credits to purchase insurance coverage for themselves and eligible dependents from any of the Company offered Group Insurance Plans, including Medical, Dental, Vision, Life, and Short Term Disability. Pre-tax credits may not be used to purchase Dependent Life insurance. The Company shall allocate its payment for H&W benefit credits to the Health and Welfare Liability Account designated for each employee based on a calculated monthly benefit credit per employee per hour paid (up to 40 hours paid per week) during the term of this Agreement at the following rates in effect on the following effective dates:

	Effective Date			
	Of this Agreement	10/01/14	10/01/15	10/01/16
H&W Benefit:		\$5.65	\$5.80	\$6.00

(b) The Company will calculate monthly the H&W benefits credit allocation to the Health and Welfare Liability Account designated and accrued for each eligible employee. The cost to each employee for any coverage purchased for the employee alone will be deducted from that calculation and any remaining H&W benefit credit dollars designated to an employee will be applied to the costs or contributions for other H&W benefits under this Agreement elected by the employee. After H&W benefits under this Agreement are elected by the employee or if there remains a balance of H&W benefit credit dollars designated to an employee after allocation for payment of the employee's insurance benefits and any other H&W benefits the employee has elected, those remaining H&W benefit credit dollars will be distributed to the employee in his or her paycheck.

(c) Employees may participate in supplemental insurance offerings such as LTD and supplemental life programs, subject to eligibility criteria and payment of plan premiums.

Section 14.2 – Medical/Health Care and Other Insurance

(a) Employee Insurance Benefits. An employee will be eligible under this Article 14 to purchase insurance benefits, which will comprehensively include medical/health, dental, life, short term disability and vision insurance benefits (hereinafter referred to as insurance benefits).

(b) Dependent Coverage. An eligible employee may elect to purchase, at the employee's own expense or using available H&W benefit credits, the insurance benefits coverage under any plan offered under this Article 14 for the employee's spouse and/or dependents, subject to that plan's eligibility criteria. The employee's payment of additional premiums for spouse and/or dependent coverage shall be made through payroll deductions on a pre-tax basis or as otherwise required by law.

(c) Insurance Plan Benefits. The benefits and design of any insurance benefits plan provided under this Article 14 are subject to annual renewals and changes (including but not limited to modifications to costs, coverage, levels, design, co-payment amounts, and deductibles), except as provided in Article 14.3. While the Company is obligated for payment of the insurance benefits under this Article 14 for the eligible employee's own insurance benefits coverage, such payments will be limited during the term of this Agreement to the extent of the H&W benefits credit allocation amounts in the employee's Health and Welfare Liability Account based on the rates set forth in Section 14.1 above. Nevertheless, payments for any other additional insurance benefits, which an employee may elect, will be made and distributed by the Company from any balance in the employee's Health and Welfare Liability Account after payment for the employee's own insurance benefits to the extent allowed by and in accordance with Section 14.1(b) above.

Section 14.3 – Insurance Plan Limitations. The Company shall brief and explain any other insurance options thirty (30) days prior to any enrollment period dealing with the selection of insurance coverage.

Section 14.4 – 401(k) Plan. Employees may elect and are eligible to participate in the Company's 401(k) plan, pursuant to that plan's terms and conditions. This plan is a Company plan, and any

eligibility, participation, withdrawals, matching funds, vesting, or other actions or transactions under that plan are at all times subject to the plan terms and conditions, which may be amended from time to time.

Section 14.5 – IAM National Pension Fund. The employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which the Employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

Effective:	10/01/14	10/01/15	10/01/16
	\$0.85	\$0.95	\$1.05

The Employer shall continue contributions based on a forty (40) hour workweek while an Employee is off work due to PTO or paid holidays. The Employer shall also make contributions whenever an Employee receives severance pay, PTO pay at termination, or PTO pay in lieu of time off.

Contributions for a new, probationary, or full-time Employee are payable from the first day of employment.

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

The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the Employees and the Company in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of this pension Article or reduces the contribution rate. The parties may increase the contribution rate and/or add job classification or categories of hours for which contributions are payable.

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

ARTICLE 15

SAFETY

Section 15.1 – Safety Plan. All employees of the Company must have a complete understanding of the Company's Safety Plan for the Joint Base Andrews Project (hereinafter referred to as "the Company's Safety Plan"). All employees of the Company shall adhere to and comply with the

Company's Safety Plan. A copy of the Company's Safety Plan is appended hereto and incorporated herein in Appendix 3.

Section 15.2 – Safety and Health Committee

(a) A Safety and Health Committee shall be formed consisting of: (1) the Company's Safety Manager at the Company's facilities at Joint Base Andrews, Maryland; (2) managers or non-bargaining unit employees designated by the Project Manager; and (3) one (1) to two (2) employees selected by the Union from each of the Company's work areas designated in Section 2A.1(a) above.

(b) The Safety and Health Committee shall work to ensure a safe environment at all work sites and shall meet as often as necessary, but not less than monthly, to evaluate safety conditions and recommend actions to the Company.

Section 15.3 – Work Safety.

(a) Any employee becoming aware of an unsafe working condition or an accident will immediately report the condition or accident to the employee's immediate supervisor and also will record and submit a written report of the unsafe working condition or accident to the employee's immediate supervisor within the same work day. If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report. If the employee needs assistance with writing the report, the Company's Safety Manager shall assist the employee. Failure to report an unsafe working condition or an accident will result in discipline, up to and including termination. Employees who feel that a work assignment is unsafe have the right to refuse to perform the work without fear of discipline, pending review of the unsafe condition by an active safety committee member and a member of management.

(b) The Company Safety Manager will present any submitted reports to the Safety and Health Committee at its next meeting. If further investigation of the matter is determined by the Company or the Safety and Health Committee to be necessary, the Safety and Health Committee shall conduct a thorough investigation and report in writing to the Company its findings, conclusions, and recommendations, if any.

(c) An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition or accident may be subject to coaching, counseling or disciplinary action, up to and including discharge. Any employee who willfully or intentionally engages in such misconduct may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause. The question of whether an employee willfully or intentionally engaged in such misconduct shall be subject to grievance and arbitration under Articles 6 and 7 of this Agreement.

Section 15.4 – Legal Compliance and Revisions. The Company's Safety and Health Plan and associated rules, regulations, and policies will be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations. The Company recognizes that its operations are governed and otherwise regulated by specific OSHA laws, rules and/or regulations. The Company is committed to complying with all applicable federal, state and local laws, rules and regulations, including those set forth by OSHA that apply to the operations performed under this contract.

Section 15.5 – Injuries on the Job. An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day if the employee's injury is serious enough to preclude his return to work that day. Where necessary, the Company will furnish transportation as soon as possible for an injured employee to receive medical treatment.

ARTICLE 16

DISCHARGE AND DISCIPLINE

Section 16.1 – Discharge.

(a) The Company may discipline or discharge any employee for just cause. The parties agree that some offenses may be grounds for immediate termination as set forth in section (b) below. If an employee receives a written coaching, counseling, warning, or disciplinary report or notice from the Company, a copy of that report or notice will also be provided to the union steward and the Union Business Representative.

(b) Just cause for immediate discharge of an employee by the Company shall include the following:

- (1) Willful dishonesty, deceit, and making false or fraudulent representations.
- (2) Intentionally making false statements, concealing facts, or fabricating falsehoods in records or documents, such as time sheets and employment applications, or forgery.
- (3) Intoxication during working hours.
- (4) Any violations of the Company's Substance Abuse Program, Article 18 of this Agreement, for which termination of or discharge from employment is designated in the Company's Substance Abuse Program and policy as the sole disciplinary or administrative action to be taken for such violation.
- (5) Fighting while on the Company's premises or while performing work or duties for the Company.

- (6) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Company and informing the Company the reason for the absence and when the employee is intending to return to work.
- (7) Unauthorized possession of firearms or explosives within Joint Base Andrews, Maryland; Company work areas or facilities; or on Company jobs or assignments.
- (8) Deliberately damaging property or equipment, assault, or battery.
- (9) Being restricted by the Government from entering the installation and facilities at Joint Base Andrews, Maryland, and as provided in Section 19.2(d) of this Agreement.
- (10) Unlawful gambling, while working or on the premises of the Company or government installations and facilities in violation of law or governmental regulations.
- (11) Engaging in lewd, lascivious, or indecent conduct on the premises or while working or performing the duties assigned by the Company.
- (12) Insubordination.
- (13) Refusal or intentional failure to perform lawful assignments, tasks, and directions of the Company.
- (14) Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Joint Base Andrews, Maryland and Company premises or while working or performing the duties assigned by the Company, unless authorized in writing by the Company and proper officials of Joint Base Andrews, Maryland.
- (15) Leaving an assigned work area without authority and without notifying the supervisor during working hours.
- (16) Sleeping on the job during working hours.
- (17) Use of abusive language to a customer, government employee or representative, a supervisor, a Company or Union representative or official, or a fellow employee.
- (18) Willful violation of Company or government safety rules and regulations while at work.
- (19) Defacing, altering, or writing over (without authority) any general notices or bulletins, or posting unofficial notices (or bulletins) that are vulgar, profane, or offensive.
- (20) Theft, embezzlement, or misappropriation of Company or government property.
- (21) Intentionally not reporting accidents or injuries.

Section 16.2 – Suspensions and Discharges.

(a) An employee shall be permitted to grieve and appeal to arbitration pursuant to Articles 6 and 7 of this Agreement any suspension or discharge from employment with the Company, except the grievance must commence at the Final Step with the timely filing of a written grievance in accordance with Sections 6.2(c) and 6.3 of this Agreement.

(b) Upon the Company's decision to suspend or discharge an employee, a written notice of the decision to suspend or discharge will be furnished to the employee, with a copy either delivered or mailed to the steward in the employee's work area. If the notice of suspension or discharge cannot be personally ("by hand delivery") served or furnished to the employee after an attempt has been made to so serve the employee, the notice of suspension or discharge shall be deemed served and furnished to the employee on the date such notice is placed in the United States mail by certified mailing.

(c) A written notice of the decision of suspension or discharge, as required under Section 16.2(b), shall state the nature of the action taken by the Company, the effective date of the action, and, if the action is suspension, the duration thereof. The notice of suspension or discharge will specify the date, time, and place (if applicable) and nature of the violation or misconduct charged. The notice will be signed by the Project Manager of the Company or other representative authorized by the Company to so sign in the absence of the Project Manager.

(d) The time for filing a written grievance shall accrue commencing on the date the notice of suspension or discharge is served or furnished to the employee in accordance with paragraph (b) of this Section 16.2.

Section 16.3 – Absences for Work. Employees shall not be absent from work without prior permission from their manager except in cases of unforeseen illness, injury, or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action, up to and including discharge. It is the duty of every employee who, for any reason, will be absent from work on a scheduled work day, or who expects to report for work late, to notify the employee's manager of the reasons therefore and when the employee is returning to work, in accordance with the procedures outlined in this Section 16.3. The employee shall notify the employee's manager that the employee will be late or absent by telephone at the manager's Company office telephone number (and extension, if applicable) and/or cellular telephone number. The employee shall speak with the manager personally, or if the manager is unavailable at both telephone numbers, the employee shall leave a voice mail message at those telephone numbers with the notification information. Both the employee's notice of absence from work and the employee's notice of reporting late to work shall be given to the employee's manager no later than one (1) hour before the employee's scheduled reporting time. If an employee does not have good cause for failing to report for work, or for failing to report on time, or for failing to report the reason therefore as provided herein, any such failure shall be considered cause for disciplinary action, up to and including discharge.

Section 16.4 – Rules and Regulations.

(a) The Company has the right to establish reasonable work rules and regulations, not in conflict with the terms of this Agreement, and is allowed to make such additions and revisions to those rules and regulations which the Company deems proper or necessary. Employees shall be subject to

and shall comply with those rules and regulations in existence and in effect on the effective date of this Agreement. Any violations of those rules and regulations by an employee shall be just cause for disciplinary action. The extent or appropriateness of the penalty levied or remedial action given to an employee for a violation of the rules and regulations will be subject to and reviewable through the grievance and arbitration procedure.

(b) If the Company intends to implement any revisions to the rules and regulations or to establish a new rule or regulation, the Company shall notify the Union of the need for any new or revised rules and regulations. The parties will promptly meet to discuss any new or revised rules and regulations and will attempt in good faith to reach agreement on the new or revised rules or regulations. If the parties are unable to reach agreement, the Company may put into effect and implement the new or revised rules or regulations.

ARTICLE 17

JOB DESCRIPTIONS

Section 17.1 - Incorporation. The job descriptions for job classifications applicable and subject to this Agreement (listed in Appendix 1) and in existence and in effect on the effective date of this Agreement are incorporated by reference herein and attached hereto as Appendix 4.

Section 17.2 - Requests for Copies. Upon written request by the Business Representative of the Union to the Project Manager, the Company will provide the Union, within 15 days of receipt of the Union's written request, with a copy of the job description of any job described in Appendix 1 to this Agreement.

Section 17.3 - Revisions and Amendments. If the Company intends to implement revisions to any job description or to establish a new job description, the Company shall notify the Union of the need for any new or revised job description. The parties will promptly meet to discuss and review any new or revised job description and will attempt in good faith to reach agreement on the new or revised job description. If the parties are unable to reach agreement, the Company may put into effect and implement the new or revised job description; however, the Union may not grieve or arbitrate in accordance with Articles 6 and 7 of this Agreement the implementation of the new or revised job description. The Union reserves the right, however, to grieve and arbitrate the contents of the new or revised job description.

ARTICLE 18

SUBSTANCE ABUSE PROGRAM

Section 18.1 - Issuance and Enforcement. The Company has the right to issue and enforce reasonable rules, regulations, and policies for the purpose of developing and implementing a Substance Abuse Program, violations of which may subject an employee to disciplinary action and

through which the Company can require as terms and conditions of employment and continued employment, among other things, substance, drug and alcohol testing; participation in an Employee Assistance Program; and substance abuse rehabilitation and medical treatment.

Section 18.2 – Incorporation of Current Substance Abuse Program. Employees shall be subject to and shall comply with the Substance Abuse Program, and rules, regulations, and policies applicable thereto in existence and in effect on the effective date of this Agreement (hereinafter collectively referred to as "the current Substance Abuse Program"). The current Substance Abuse Program is incorporated by reference into this Agreement and is attached hereto as Appendix 5.

Section 18.3 - Legal Compliance and Revisions. Substance Abuse Program, rules, regulations, and policies will also be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Substance Abuse Program, rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations.

ARTICLE 19

OBLIGATIONS IMPOSED BY THE FEDERAL GOVERNMENT AND LAWS

Section 19.1 – Recognition of Obligations. The Union recognizes that the Company is a contractor to the United States government and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement is intended to prevent, nor will any provisions of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the United States government may impose various demands or obligations upon the Company and its employees. If a written demand is made and provided to the Company that affects the parties' obligations under this Agreement, a copy of the demand will be furnished by the Company to the Union's Designated Business Representative. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary.

Section 19.2 – Government Security.

(a) The Company, all representatives of the Union having access to the Company premises and Joint Base Andrews, Maryland, and all employees are required to comply with applicable United States government security regulations. The Company and the Union agree that classified information will be revealed only to persons properly cleared and having need for access to such information as defined by applicable regulations.

(b) The Union recognizes that the Company has certain obligations in its contract with the government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that the United States government, the Department of the Air Force, or the Department of Defense, through their duly authorized representatives concerned with security, advise or have advised the Company that any

employee in the bargaining unit covered by this Agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and Union that such employee shall be subject to being reassigned to a job for which a vacancy exists and for which the employee is qualified. If no vacancy exists, the employee will be laid off for a period not to exceed eighteen months. Employees who obtain a security clearance within eighteen months of lay off will be eligible to reapply, with seniority, for an open vacancy for which they are qualified. Employee's continuous service and recall rights pursuant to Section 8.4 of this agreement will be recognized.

(c) It is further understood and agreed by the parties that where a security clearance is required for an employee to perform work in any area covered by this bargaining unit, the issuance and retention of such security clearance shall be a condition of continued employment for that employee in that area. If a required security clearance is an essential function and qualification of the employee's job classification, the failure of the employee to be able to hold or retain that security clearance will result in the employee being laid off for a period not to exceed eighteen months. Such employee shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States government and the employee shall be required to cooperate fully with representatives of said agencies during the conduct of investigations. Failure by the employee to comply with this investigation and cooperation requirement will be deemed just cause for discharge, and the employee may be discharged.

(d) The parties acknowledge that all employees are working on a United States government installation and are subject to all regulations and rules of the installation and the United States government. If any bargaining unit employee covered by this Agreement is denied entry or permission to work on the installation, such employee shall be laid-off until such time as entry may subsequently be permitted. If entry or permission to work on the installation is denied to an employee by the installation commander or if the employee is not permitted to re-enter the installation within thirty (30) work days after being denied permission or entry to the installation, such employee may be subject to discharge, and the Company is authorized to hire a person in the vacated position formerly held by the employee. This Section 19.2(d) is not subject to the grievance and arbitration procedures in Articles 6 and 7 of this Agreement.

(e) New hire employees will be required to submit their security application form within fourteen (14) days of hire. New hire employees who fail to submit their application within fourteen (14) days, or receive notice of security clearance denial will be terminated. New hire employees who receive an interim clearance and are under full investigation will remain employed until or when security clearance is denied. New hire employees who are denied an interim security clearance and are still under full investigation will be retained for a maximum of six (6) months, at which time they will be laid off. If new hire employee's security clearance is denied, all provisions in 19.2 (b) apply.

ARTICLE 20

UNIFORM AND TOOLS

Section 20.1 – Issuance of Uniforms. An employee required by the Company to wear a uniform or particular clothing at work shall be issued and provided with those uniforms and clothing at the Company's costs. On an annual basis the Company will provide employees working in Material Management Flight and Fuels Management Flight five (5) navy blue tee shirts with the Company name and logo. Tee shirts are expected to be worn only in employee's immediate work area, to include the flight line. Care and maintenance of the tee shirts are the responsibility of the employee. Placement of any insignia or ornaments on such required uniforms or clothing shall only be as may be authorized by the Company. Employees shall comply with all government requirements for the wearing of uniforms and identification badges. Employees shall wear safety clothing, footwear, and accessories as provided by the Company in accordance and in compliance with OSHA standards, rules, and regulations. Employees are expected to convey a professional appearance at all times.

Section 20.2 – Maintenance of Uniforms. The Company shall offer to provide maintenance, repair, cleaning, and laundering of uniforms or clothing required by the Company and issued to an employee by the Company, or alternatively employees may maintain, repair, clean, and launder these uniforms or clothing at the employee's own expense.

Section 20.3 – Uniform Loss and Replacement. The Company shall be responsible for monitoring employees' uniforms that are turned in for maintenance, repair, cleaning, and laundering of the uniforms or clothing as required in Section 20.1. The Company shall replace as needed uniforms or clothing as required under Section 20.1 because of normal wear. Uniforms and/or clothing requiring replacement due to deliberate neglect or abuse by the employee shall be the responsibility of the employee. Employees departing employment with the Company are required to return to the Company all uniforms and clothing as required by Section 20.1 in their possession. The cost of replacing any uniforms not returned by the employee upon a termination of employment will be reimbursed by a charge against and deduction from the employee's final pay, as agreed in the issuance documents.

Section 20.4 – Uniform Disposition Upon Termination of Employment. If an employee is terminated from employment with the Company, for any reason (including retirement, resignation, or involuntary discharge), the employee's uniforms shall be returned to the Company.

Section 20.5 – Safety Shoes. Notwithstanding any other provision of this Article 20, if an employee's job duties require the wearing of safety shoes or boots, the Company's obligations with respect to the furnishing, repair, replacement, or maintenance of any such safety shoes or boots shall be limited to payment of a safety shoe or boot allowance to the employees working in Fuels Management Flight and Material Management Flight up to \$150 per year of this contract. All other employees will receive up to \$100.00 the first and third year of this contract. All safety shoes or boots purchased and to be worn for work with the Company shall be ANSI approved. The amount of safety shoe payments as allowed under this Section 20.5 will be paid and be based upon the

employee's presentation to the Company of the receipt for the purchase price and a proof of purchase of ANSI-approved shoes or boots.

Section 20.6 – Issuance of Tools. An employee required by the Company to use tools in the performance of the employee's job shall be issued and provided with the necessary tools by the Company. Tools requiring replacement because of normal wear will be replaced by the Company as needed. An employee who has been issued tools shall be responsible for the replacement costs of any lost tools necessitated by the gross neglect or abuse by the employee. Tools provided by the Company to employees shall not be removed from Joint Base Andrews except in cases where employees are directed by the Company to travel to off-base work sites using Company or government-provided vehicles. If an employee is terminated from employment with the Company for any reason (including retirement, resignation, or involuntary discharge), the tools issued by the Company to the employee shall be returned to the Company. The costs of replacing any tools not returned by the employee upon a termination of employment will be reimbursed by a charge against and deduction from the employee's final pay, as agreed in the issuance documents, and, if that charge or deduction is inadequate to reimburse the Company, from direct recovery from the employee through appropriate and necessary legal recourse.

(a) Cell phones are considered tools of the trade for safety, and emergency response. The minimum cell phone made available by the company shall be (3ea) for the Fuels Department: Lab stand-by, Bulk Storage, and the RCC expeditor. Base supply shall receive (2ea) for: Mobility and Customer Service stand-by. If requested by the Union, the Company will provide a Memorandum of Agreement on the issuance of the cell phones.

ARTICLE 21 WEATHER ISSUES

Employees covered under this agreement are considered mission essential personnel to the operations of Joint Base Andrews, MD. As a result they are required to report to work even in inclement weather. In the event of snow the Company will make its best efforts to have the parking lots used by employees cleared, although it is ultimately subject to the determination of base personnel in what order lots will be cleared. In addition, during severe inclement weather, including base closures due to weather, the Company will attempt to obtain access to the base mess hall for employees who are working. In these situations the Company will allocate the employee a \$10.00 meal stipend if an employee is held after their normal shift due to the inclement weather. When base command provides lodging to individuals working on base during such weather emergencies, the Company will attempt to obtain authorization from base command to offer lodging for its employees working on the base. The Company will pay the cost of the lodging.

ARTICLE 22

SCOPE OF AGREEMENT

Section 22.1 – Durations. This Agreement shall become effective immediately after midnight of September 30, 2014, and shall continue in full force and effect through midnight of September 30, 2017. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other not later than sixty (60) days before the normal expiration of this Agreement.

Section 22.2 – Separability. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law or declared to be in violation of state or federal law, or shall, through action of Congress or any state legislature, become unlawful or invalid, such term or provision of this Agreement shall become invalid and unenforceable, and, notwithstanding the provisions of Section 22.3 of this Agreement, the Company and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law or invalid. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause until after thirty-five (35) calendar days have expired from the issuance of the decision or order of the court or administrative body and adjudging a clause as in conflict with law or invalid, or from the date that such decision or order becomes final and non-appealable. Neither party's failure to reach agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be in conflict with law or invalid shall impair or affect any other term or provision of this Agreement.

Section 22.3 – Waiver of Bargaining Rights and Amendments to Agreement.

(a) During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (1) such matters are specifically referred to in this Agreement; (2) such matters were discussed between the Company and the Union during the negotiations that resulted in this Agreement; or (3) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed.

(b) As used in this Section 21.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate pertaining to the matters specified in Section 22.3(a) above.

(c) This agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 22.3, and finally determines all matters of collective bargaining for its term. Changes in

this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

APPENDICES

APPENDIX 1 – Wages

APPENDIX 2 – Checkoff Authorization Form

APPENDIX 3 – Safety Plan

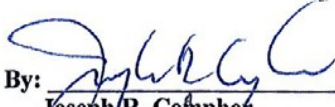
APPENDIX 4 – Job Descriptions

APPENDIX 5 – Substance Abuse Program

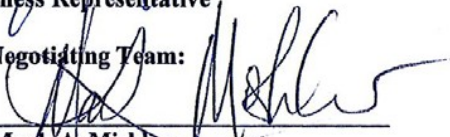
WHEREFORE, the parties hereto have caused this Agreement to be executed in their names and behalf by their authorized representatives this 14th day of August, 2014.

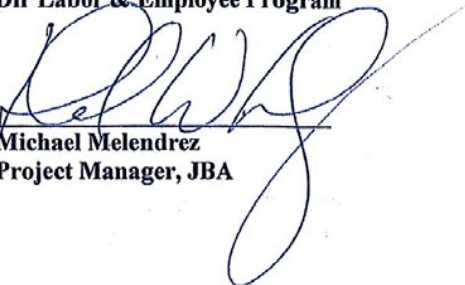
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE 4, LOCAL LODGE 24

TECHNICAL SOLUTIONS
AKIMA MANAGEMENT
SERVICES, LLC

By: 
Joseph R. Cosnpher
Business Representative

By: 
Chris Hansen
Dir Labor & Employee Program

Union Negotiating Team:
By: 
Mark A. Mishler

By: 
Michael Melendrez
Project Manager, JBA

By: 
Vincent B. Coston

By: 
Joseph Gould

By: 
Eugene K. Jemison Jr.

APPENDIX 1 HOURLY WAGE RATES

Classification	Current Rate	Adjust to		
		10/01/14 2.75%	10/01/15 2.00%	10/01/16 2.00%
Computer OP. III	\$27.52	\$28.28	\$28.84	\$29.42
Computer OP. IV	\$30.60	\$31.44	\$32.07	\$32.71
Computer OP. IV Lead	\$33.65	\$34.58	\$35.27	\$35.97
Fuels Op (FDSO)	\$26.91	\$27.65	\$28.20	\$28.77
FDSO FISC				
FDSO fuels accountant				
FDSO VMT				
FDSO Lab				
Fuels Op-YW	\$28.56	\$29.34	\$29.93	\$30.53
FDSO FISC YW				
FDSO fuels accountant YW				
FDSO VMT YW				
FDSO Lab YW				
Fuels Op Lead	\$29.60	\$30.41	\$31.02	\$31.64
FDSO FISC Lead				
FDSO VMT Lead				
FDSO Lab Lead				
Fuels Op YW Lead	\$31.27	\$32.13	\$32.77	\$33.43
FDSO FISC YW Lead				
FDSO VMT YW Lead				
FDSO Lab YW Lead				
Fuels OP. COMP/ENV.	\$28.12	\$28.89	\$29.47	\$30.06
FDSO Comp/Env YW	\$29.84	\$30.66	\$31.27	\$31.90
Supply Tech	\$32.21	\$33.10	\$33.76	\$34.43
Supply Tech Lead	\$35.44	\$36.41	\$37.14	\$37.89
Truck Driver, LT.	\$18.60	\$19.11	\$19.49	\$19.88
Truck Driver MED.	\$23.63	\$24.28	\$24.77	\$25.26
Truck Driver HVY	\$25.44	\$27.17	\$27.71	\$28.26
Warehouse Spec.	\$22.22	\$22.83	\$23.29	\$23.75

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION**

Name _____ Date _____ Card no. _____
 (Mailing) Address _____ M D F D Date of birth _____
 City _____ State/Province _____ Zip/Postal code _____
 SS no. _____ Email _____ Phone _____ Hire date _____
 Employer _____ Hourly wage _____
 Class of work _____ Years experience _____ Shift 1 D 2 O 3 O

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

If former member of IAM: Card no. _____ Lodge no. _____ Location _____ Last dues paid _____

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

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

 (Your signature) (Date)

FORM NO. MR0001-14

This copy to be retained by Local Union No. _____

For Official Use Only

Proposed by _____ Date _____

We, the undersigned Committee, report _____
 (Favorable or Unfavorable)

Committee: _____

Amount paid \$ _____ Date _____

Balance of Fee Paid \$ _____ Date _____

Initiated D _____ Reinstated D _____ Date _____
 Classification

_____ Journeyman	_____ Helper	_____ Male
_____ Specialist	_____ Apprentice	_____ Female
_____ Production Worker	_____ Technician	
_____ Service Worker		

NOTICE TO EMPLOYEES SUBJECT TO IAM SECURITY CLAUSES

Employees working under collective bargaining agreement containing union security clauses are required, as a condition of employment, to pay amounts equal to the union's monthly dues and applicable initiation and reinstatement fees and, for those under the Railway Labor Act, assessments. This is their sole obligation to the union, regardless of the wording of the clauses. Individuals who join the IAM as members pay monthly dues and applicable fees. For individuals who decide not to be members, such amounts represent "agency fees" for their receipt of representation services. Initiation refers to the fee that is normally collected when a member or nonmember first becomes subject to a security clause. Reinstatement refers to the fee that is normally collected when a member or nonmember falls two months behind in satisfying his or her monthly obligations.

Nonmembers also have a legal right to file objections to funding expenditures that are "nongermane to the collective bargaining process." Nonmembers who choose to file such objections should follow the procedures set forth below. When considering these matters, individuals should be aware that the union security clause contained in their collective bargaining agreement was negotiated by their fellow employees so that everyone who benefits from the collective bargaining process shares in its cost. The working conditions of all bargaining unit employees are improved immeasurably when the union gains higher wages, better health care and pensions, fairness in the disciplinary system, overtime pay, vacations, and many other improvements in working conditions at the bargaining table. And while individuals may choose to meet their financial obligations as nonmember agency fee payers, before electing agency fee payer status individuals should be aware of the additional benefits of union membership they will give up.

Among the many opportunities available to IAM members are the right to attend and participate in union meetings; the right to nominate and vote for candidates for union office and the right to run for union office; the right to participate in contract ratification and strike votes; the right to participate in the formulation of IAM collective bargaining demands; the right to run for delegate to the International Union convention; the right to participate in the development and formulation of IAM policies; and the right to enjoy the many benefits of the Union Privilege Benefits Program, including low-interest union credit cards, prescription drug cards, life insurance, legal and travel services.

Individuals who nevertheless elect to be nonmember agency fee payers may object to funding expenditures nongermane to the collective bargaining process and support only chargeable activities. Examples of "expenditures germane to the collective bargaining process for which objectors may be charged are those made for the negotiation, enforcement and administration of collective bargaining agreements; meetings with employer and union representatives; proceedings on behalf of workers under the grievance procedure, including arbitration; internal union administration; and litigation related to the above activities. Expenditures from the union's strike fund are chargeable because nonmembers have the same right to strike benefits as members if they meet the applicable requirements.

Expenditures nongermane to the collective bargaining process and, thus, nonchargeable to objectors, are those which are not directly related to collective bargaining. Examples of such expenditures are those made for efforts on behalf of retirees, for general organizing activities; for general community services for certain affiliation costs; and for legislative activities.

IAM objectors must file objections in accordance with the following procedures:

1. Beginning on November 1, 2013 and ending on November 30, 2013, or during the first 30 days in which an objector is required to pay agency fees to the union, that objector may request that his/her initiation fee, if applicable, and monthly fee payment be reduced so that he/she is only bearing the cost of representational activities. Agency fee reductions will be based on prior audited figures of the IAM Grand Lodge and on a sample of prior audited figures from the IAM's District and Local Lodge levels. For the calendar year 2014, the percentage reduction in monthly Grand Lodge per capita payments will be 30.64 percent, plus a 16.49 percent reduction in district lodge per capita and a 19.28 percent reduction in local lodge fees. For objectors represented by TCU/IAM lodges, there will be a reduction during calendar year 2014 of 30.64 percent in Grand Lodge per capita and a reduction of 16.49 percent in the remainder.

2. A request must be in the form of a letter, signed by the objector and sent to the General Secretary-Treasurer of the International Association of Machinists and Aerospace Workers, 9000 Machinists Place, Upper Marlboro, MD 20772-2687, postmarked during the period described in paragraph 1 above. The request shall contain the objector's home address and local lodge number, if known.

3. Upon receiving a proper request from an objector, the General Secretary-Treasurer shall notify such objector that the request is perfected and provide a summary of major categories of expenditures showing how the reduction is calculated. The Grand Lodge maintains an escrow account that contains sufficient monies to cover any challenges to expenditures that may reasonably be in dispute.

4. Upon receiving the General Secretary-Treasurer's notice of the calculation of chargeable expenditures, an objector shall have 30 days to file a challenge with the General Secretary-Treasurer if he or she has reason to believe that the calculation of chargeable activities is incorrect.

5. If an objector chooses to challenge the calculation of the advance reduction, there shall be an expeditious appeal before an impartial arbitrator chosen through the American Arbitration Association's (AAA) Rules for Impartial Determination of Union Fees.

a. Any and all appeals shall be consolidated and submitted to the AAA. The presentation to the arbitrator will be either in writing or at a hearing, as determined by the arbitrator. If a hearing is held, any objector who does not wish to attend may submit his/her views in writing by the date of the hearing, or may participate by telephone. If a hearing is not held, the arbitrator will set the dates by which all written submissions will be received and will decide the case based on the evidence submitted.

b. The IAM shall pay the costs of the arbitration. Challengers shall bear all other costs in connection with presenting their appeal (travel, witness fees, lost time, etc.). Challengers may, at their expense, be represented by counsel or other representative of choice.

c. A court reporter shall make a transcript of all proceedings before the arbitrator if a hearing is held. The transcript shall then be the official record of the proceedings.

d. The union shall bear the burden of justifying their calculations.

e. The union shall be bound by the decision of the arbitrator.

6. Objectors may choose to renew their requests for an advance reduction annually in compliance with the above-described procedures, or they may indicate in their letter to the General Secretary-Treasurer that they want their objection to be treated as continuing in nature.

7. A person who was a member of the IAM at the time set forth in paragraph 1, but who subsequently resigns from membership, may request objector status for the remainder of the year. Said former member may, within the first thirty days after the effective date of resignation, write to the IAM General Secretary-Treasurer, as set forth in paragraph 2.



Akima Technical Solutions

SITE-SPECIFIC HEALTH, SAFETY, AND ENVIRONMENT PLAN (SSHSEP)

11th LRS/ATS Supply & Fuels
Joint Base Andrews Camp
Springs, MD

Akima Technical Solutions, LLC
3066 East Perimeter Road
Joint Base Andrews, MD 20762

Contract No: FA7014-09-R-0032

Implemented by

Akima Technical Solutions, LLC
3066 East Perimeter Road
Joint Base Andrews, MD 20762

2 OCT 13



A. INTRODUCTION

All written programs and policies applicable to our operations have been incorporated into this program. A periodic review of this material will be performed to ensure that the information presented is current.

When necessary, new specific procedures and policies will be developed and implemented.

This is our safety philosophy and the elements which are the foundation to our Safety Program.

All accidents and injuries can be prevented. Nothing we do in our daily activities is so important that we will sacrifice safety. Management is responsible, and will be held accountable, for preventing injuries and occupational illness. Occupational safety and health is part of every employee's total job performance. Working safely is a condition of employment. All workplace hazards can and will be safeguarded. Training employees to safely work is essential and the responsibility of management/supervision. We will continuously try to exceed our safety standards.



B. SAFETY AND HEALTH POLICY STATEMENT

It is our policy at Akima Technical Solutions, LLC to provide a safe, accident-free, and healthy work environment for everyone.

However, excellent safe and healthy conditions do not occur by chance. They are the result of diligent work and careful attention to all company policies by everyone.

Safety demands cooperation on everyone's part. Thus, it is important that communication be kept open at all times between management and employees. Workers who notice hazards or other safety problems, or feel that they need additional training, must notify their manager. Managers and Leads must address these concerns and take corrective action when warranted.

Everyone at Akima Technical Solutions, LLC is obligated to know the safety requirements and standards for their area or job, and just as important, to abide by them. Managers and Leads must instill a positive attitude and safety awareness in their workers through personal adherence, personal contact, training, and regularly scheduled safety meetings. It is the duty of all employees to perform their work with maximum regard for the safety of themselves and co-workers.

Our safety policies are based on past experience and current standards, and are also an integral part of the company's personnel policies. This means that compliance with these policies is a condition of employment and must be taken seriously. Failure to comply is sufficient grounds for disciplinary action or for termination of employment.

Safety and health are every bit as important in this organization as productivity and quality. In fact, they go hand in hand. Of course the best reason for you to observe these policies is because it's in your own self-interest to do so. Conscientiously following them can help you stay safe, healthy, and able to work, play, and enjoy life to its fullest.

Tab# 1 Wing Safety Policy Letter



C. DISCIPLINARY POLICY AND ACTIONS

Akima Technical Solutions, LLC Andrews Support Division strives to create a safe and healthy workplace for all employees. To achieve this objective will require the cooperation of everyone. All employees must follow and adhere to all company safety policies and procedures.

The Safety manager will be advised of any infraction and take part in the expected course of action. All safety mishaps and violations will be thoroughly investigated, documented, and each record of events and findings will be maintained. All participants and witnesses will provide written statements and will be interviewed. An investigation report will result noting the specific problem(s) and presenting a detailed/clear course of action(s) expected for improvement.

Any employee, who has failed to follow any company safety policy, fails to follow established safety guidelines, fails to use required or provided safety equipment, commits unsafe acts, or has failed to notify the employee's manager of an accident or unsafe condition will result in disciplinary action, up to and including termination of employment. Any disciplinary warning letters, suspension letter or termination letter will be retained in the employee's personnel file and a copy given to the employee.

Incidents that involve imminent danger, or in the opinion of the Manager or Safety Manager, show a complete disregard for safety, shall be immediately referred to management for appropriate action. The Company reserves the right to bypass the disciplinary steps and base its disciplinary action on the severity, frequency or combination of infractions when circumstances warrant immediate action.



D. SAFETY INCENTIVE PROGRAM

This company will implement a Safety Incentive Program. The program is designed to recognize those employees who contribute through the safe performance of their assigned tasks and promote Akima Technical Solutions, LLC Safety Program.

The company's safety goal is ZERO Incidents. To emphasize this objective and to celebrate Safety excellence, the project site will award the employees with a special function when the project achieves 120 days free of any Mishaps. The number of days will be posted in both the main Supply building (3066) and the main Fuels building (5014) and will be updated on a weekly basis so employees can track the number of Mishap free days accumulated. Once a mishap occurs, the 120 free Mishap days incentive will start over again. Mishaps that occur and are deemed not to be the employee's responsibility will not affect or count against this incentive program .

Safety deeds that are acknowledged and documented as above and beyond the normal safety work tasks, by a lead, manager, safety committee rep or the safety manager, will be presented to the Project Manager. Upon final review the project will recognize the employee(s) with a certificate of appreciation and 4 hours of paid leave. This paid leave must be used within 30 days of receiving the award.

MICHAEL W. MELENDREZ
ATS Project Manager, Supply
Andrews Support Division

Date 02/Oct/2013

E. RESPONSIBILITIES

Our goal is to protect all employees from injuries and illness while working on the project site. It is the responsibility of everyone to work safely while performing their duties.

Duties and responsibilities of all personnel under our health and safety program are in the following:

Safety Manager

1. Administers all aspects of the occupational health and safety program.
2. Develops programs and technical guidance to identify and remove physical, chemical, and biological hazards from facilities, operations, and sites.
3. Assists management and leads in the health and safety training of employees.
4. Conducts inspections to identify unhealthy or unsafe conditions or work practices and then takes action to eliminate any potential safety hazards.
5. Completes written report of inspections.
6. Recommends programs and activities that will develop and maintain incentives for and motivation of employees in health and safety.
7. Ensures the following information is posted in places where employees can see them on each job: the current state health and safety poster, emergency telephone numbers, OSHA Form 300A, and other notices required by Workers' Safety.
8. Investigates all mishaps and near misses and takes action to eliminate post accident safety hazards. Keeps management informed of all findings.
9. Oversees Post-Mishap Accountability Board that will further analyze the actions taken during a particular Mishap in order to prevent future occurrences.
10. Track recordable incidents that include medical treatment beyond first aid, restricted work cases, lost workday cases, and fatalities as well as non-recordable incidents and near misses.
11. Report accidents that result in an occupational fatality or five or more hospitalized workers to OSHA within eight (8) hours of occurrence.
12. Maintains a log and reports Department of Transportation (DOT) recordable accidents to Fleet Manager and the DOT as required by the Federal Motor Carrier regulations.

Project Manager

1. Familiar with health and safety regulations related to this project site.
2. Directs and coordinates health and safety activities within the project site.
3. Ensures arrangements for prompt medical attention in case of serious injury have been provided for each job, to include transportation , communication, and emergency telephone numbers; and a person with valid certified first aid training is available if required .
4. Requires all employees supervised to use individual protective equipment and safety devices.
5. Ensures that serviceable safety equipment is available, maintained, used, and stored correctly.
6. Ensures all employees are instructed and trained in job health and safety requirements.
7. Conducts frequent and regular health and safety inspections of work area and directs correction of unsafe conditions.
8. Conducts weekly staff meetings with all managers as needed.
9. Ensures that all employees are aware of, and comply with the requirements for safe practices.
10. Reviews all accidents/incidents with management and workers involved.
11. Ensures that corrective action is taken immediately to eliminate the cause of the accident.
12. Requires all subcontractors and their employees to comply with health and safety regulations.
13. Maintains copies of applicable programs and OSHA forms on site, in accordance with company practice and policy.

Managers and Leads

1. Familiar with, explains, and enforces health and safety regulations that apply to company operations within his/her area of responsibility.
2. Ensures all employees in their work area use safety devices and proper individual protective equipment as required.



3. Instructs and trains all persons within area of responsibility in job health and safety requirements, to include hazard recognition and avoidance, and requires compliance by workers with the safety rules established.
4. Conducts weekly (or as often as needed) safety briefings with all employees in their work area.
5. Ensures that injuries are treated promptly and reported properly.
6. Investigates all mishaps, obtains all pertinent data, initiates corrective action and then will forward all corresponding documentation to the Safety Manager.
7. Conducts frequent and regular safety and health inspections of his/her work areas and ensures that no unsafe conditions exist in area of responsibility.
8. Reports to the Project Manager and Safety Manager on any corrective actions needed which may be beyond their control.

HR Manager / Admin

1. Maintains all records and reports, (i.e. Mishap Incident file, OSHA 300 Injury/Illness Log, OSHA 300A Injury/Illness Summary, all safety and environmental reports and audits) concerning all mishaps that have taken place during company operations.
2. Maintains all medical documentation, evaluations and exposure monitoring records until the end of Joint Base Andrews project site contract. All company records will be maintained at the Corporate Site when project site contract has expired.

Employees

All employees are required to work safely in accordance with federal, state, and local regulations as well as the rules established by the company.

All employees are required to notify their Lead or Manager immediately of any unsafe acts or conditions observed on the job.

All employees are required to periodically review the safety program and make recommendations to the Safety manager or Safety committee representatives regarding hazards which may need to be addressed.

Tab# 2 Project Site Safety Points of Contact

F. SAFETY RULES

All company safety policies and procedures must be followed.

Anyone known to be under the influence of alcohol and/or drugs shall not be allowed on the job. Persons with symptoms of alcohol and/or drug abuse are encouraged to discuss personal or work-related problems with the manager/employer. Reference Tab 4-J.6 the Drug-Free Workplace Program and Training.

No one knowingly shall be permitted or required to work while his or her ability or alertness is impaired by fatigue, illness, or other causes that might expose the individual or others to injury.

Horseplay, scuffling and other acts which tend to endanger the safety or well-being of employees are prohibited. Fighting or instigating fights will not be tolerated.

Crowding or pushing when boarding or leaving a vehicle or other conveyance shall be prohibited.

All injuries shall be reported to the appropriate Manager, Safety Manager, and HR Department immediately so that individuals can receive immediate medical attention. This will ensure individuals will receive any workmen's compensation benefits due to them.

Work shall be well planned and supervised to prevent injuries when working with equipment and handling heavy materials. When lifting heavy objects employees should use proper lifting techniques.

Employees should ensure that all guards and protective devices are in place, properly adjusted, and report all deficiencies to management. Approved protective equipment shall be worn in specified work areas.

Employees will not perform any major maintenance on any electrical equipment, machinery, air or water lines. Any major maintenance will be accomplished by an outside certified contractor if needed. All employees must be authorized and trained to operate any machinery, equipment, tools and company vehicles. All employees may be required to demonstrate the ability to operate any machinery, equipment, tools and company vehicles.

All tools and equipment must be inspected before and after each use. NEVER use damaged equipment. Destroy or tag defective tools and equipment out of service.

Employees shall observe all warning signs and tags (i.e. caution tags, do not operate tags, lockout tags, and danger tags, etc.).



Any damaged ladders, scaffolds or other supporting structures will be reported immediately to their Lead or Manager. Work is to be managed so that employees are able to face the ladder and use both hands when climbing.

Before working with any solvent materials containing a low flashpoint, power tools and sources of ignition that may be present, will be turned off or disconnected.

Machinery will not be repaired or adjusted while in operation.

Do not throw material, tools, or other objects from heights (whether structures or buildings) until proper precautions are taken to protect others from the hazard of the falling object.

Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.

Gasoline and such solvents shall not be used for cleaning purposes except when directed as an approved T.O procedure. Smoking is prohibited when working with any flammable substance.

Accredited Protective Personal Equipment is available and must be worn as required in designated work areas.

Authorized American Society for Testing and Materials, ASTM, Safety work boots or shoes must be worn in all applicable work areas. Inappropriate footwear or shoes with thin or badly worn soles, or exposed metal will not be worn and must be replaced. The ANSI rating of 75 falls under the ANSI Z75, Standard for Personal Protection Protective Footwear, which has been replaced by the new ASTM International standards, entitled F2412-05 Standard Test Methods for Foot Protection and F2413-05 Standard Requirements for Protective Footwear.

Long-legged pants must be worn. Loose or frayed clothing, dangling ties, lanyards, jewelry, etc. will NOT be worn around moving machinery in order to prevent any potential safety mishaps.

Smoking is only permitted in designated and fire department approved smoking areas.

In addition to the rules established here, employees are expected to follow all safety instructions as provided in training.

G. HOUSEKEEPING

1. Proper housekeeping is the foundation for a safe work environment. Following good housekeeping habits leads to the prevention of accidents and fires, as well as creating a professional appearance in the work area.
2. Material will be piled or stored in a stable manner so that it will not be subject to falling.
3. Combustible scrap, debris, and garbage shall be removed from the work area at frequent and regular intervals.
4. Stairways, walkways, exit doors, electrical panels, or access to firefighting equipment will be kept clear of materials, supplies, trash, and debris.

H. MISHAPS

Each employee has the responsibility to immediately report all work-related mishaps, illnesses, and near misses to the appropriate Manager, Safety Manager, and HR Department.

Unsafe acts and conditions observed by any employee should be brought to the attention of his/her Manager and Lead

Managers are required to document all mishaps, illnesses, unsafe acts and unsafe conditions reported by employees and will submit a report to the Safety Manager or designated representative as soon as possible.

Managers or designated representatives are required to take immediate appropriate corrective action to ensure the prevention of future mishaps and forward all corresponding documentation to the Safety Manager.

The Safety Manager will review all mishap documentation and perform a thorough post-mishap investigation. Any safety initiate or corrective action will be recommended to the Project Manager for implementation.

In the case of a fatality or the hospitalization of five or more ATS and/or non-ATS employees, or other individuals, the Project Manager will notify ATS's Safety Director immediately. The Safety Office will notify the local OSHA Office or contact 1-800-321-OSHA within 8 hours of receiving notice of accident or fatality.

Tab# 3-a Mishap Reporting Procedures/forms

Tab# 3-b Return to Work Program/forms



I. RECORDS

The company shall only maintain employee information needed to conduct business and safeguard the confidentiality of employee records.

The Safety Manager or designated representative will ensure the accuracy and maintenance of all records related to the safety program including Safety Data Sheets (SDS), Mishap Reports, and the OSHA Log and Summary. SDSs will be maintained so as to be accessible to each and every employee

The Safety Manager or designated representative will ensure recordable injuries or illnesses are entered on the OSHA 300 Log within 24 hours of acknowledge of the incident.

J. TRAINING

No employee will be allowed to perform a job or task unless they have received the proper training concerning all job hazards present and the necessary measures taken to perform the job safely. The Safety Manager or designated representative will schedule the following training:

- **Orientation Training**

Each employee will participate in a safety orientation training session. Topics addressed will include: essential features of the Occupation Safety & Health; ATS Safety & Health Program; job specific hazards; and individual responsibility.

- **Safety Briefings**

The Safety Manager disseminates Safety information on a daily, weekly, monthly basis and conducts monthly briefings as needed.

- **Health and Welfare Training**

Employees are our most valuable asset and their health and welfare is our top priority. Training and dissemination of information will be provided on numerous topics (proper lifting techniques, stress, vision, heart, hearing and noise reduction, nutrition, and drug/alcohol affects, etc.). Evaluations and Surveys will be performed as on an annual basis or as required. References:

- Tab# 4-a Emergency First Aid and CPR
- Tab# 4-b Drug/Alcohol Free Workplace Program & Training
- Tab# 4-c Medical Surveillance
- Tab# 4-d Hearing Conservation Program
- Tab # 4-e Chemical Industrial Hygiene Evaluation
- Tab # 4-f Workplace Ergonomics
- Tab # 4-g Lifting and Back Techniques
- Tab # 4-h Heat Stress Management
- Tab # 4-i Workplace Violence
- Tab #4-j Office Safety Plan

- Globally Harmonized System/Hazard Communication Training

Globally Harmonized System (GHS) / Hazard Communication (HAZCOM) plans are developed to protect employees' health and safety by identifying the hazardous materials used in the work areas. An inventory listing of hazardous chemicals stored or used will be kept in file. An inventory will be conducted on an annual basis and updated during the year when a new or old chemical has been added or deleted from the project site. Training is provided by the Safety Manager, vendor or designated representative in the procedures and practices to control exposure to these chemicals.

Tab# S GHS/HAZCOM Plan, Hazardous Materials Inventory listings

- Personal Protective Equipment

ATS will provide personal protective equipment (PPE) required for employees to do the job without causing occupational injury or illness to themselves. Managers and Leads will identify and verify the requirements for any safety equipment needed. Our Safety Plan ensures that the equipment is not merely issued, but that it is correctly used. Once hired, an individual will receive instruction on the proper use and wear of the Personal Protective Equipment (PPE) in their respective work area. Here are some examples of PPE issued whenever they can contribute to the safety of a job : safety goggles, hearing protection, reflective belts, reflective vests, hard hats, gloves, aprons and proper clothing.

Tab# 6 PPE Guidelines

- Base Disaster Preparedness

Base provides training, performs inspections and conducts exercises for natural disasters, man-made disasters, and fire evacuation drills, etc. Fire Extinguisher training is also provided initially and on an annually basis by the base fire prevention office. Building Evacuation plans will be posted in prominent locations throughout each of our buildings.

Tab# 7-a Fire & Emergency Evacuation Procedures

Tab# 7-b Fire Safety Training

- Confined Space Entry Familiarization

The fuels department has two types of Confined Spaces, Fuel Valve Pits and the JPS Aboveground Tanks which only Water and Fuels Maintenance (WFM) personnel are allowed to enter and perform any maintenance. Fuels' employees receive annual familiarization training on the types and locations of the confined spaces.

Tab# 8 Confined Space Entry Familiarization Training Program

- **Lock-out / Tag-out Training**

Employees that are subject to deactivate or de-energize electrical controls, equipment, or circuits and thus exposed to electrical energy will be trained in lockout/tag-out procedures.

Tab# 9 Lock-out / Tag-out Program and Procedures

- **Elevated Work/Fall Protection**

Training will be provided to all employees whose job duties would entail working in elevated work conditions.

Tab# 10 Elevated Work/Fall Protection Plan.

- **Motor Vehicles and Mechanized Equipment**

Forklift Training: One or more individuals will be designated as the Powered Industrial Truck Trainer by the Project Manager. Forklift Training is coordinated between the prime contractor, DynCorp, and ATS. DynCorp provides the classroom portion and ATS provides the forklift driving test. Once the training is accomplished, individuals will be able to operate the appropriate Powered Industrial Truck Machinery. Re-certification will be accomplished every three years.

Vehicle Safety Training: All drivers will receive driving safety training. All drivers who access the flight line will receive classroom training and testing. All flight line drivers will receive a day and night time orientation ride from an ATS certified trainer and will be given a color vision test. Once completed the individual receives a 483 card, Certificate of Competency for flight line driving that must be renewed annually as long as the employee is in a position that requires it.

All employees are instructed NOT to use a cell phone on Joint Base Andrews except with a hands free device and must limit radio traffic to only essential communications while operating any vehicle or forklift.

Tab# 11-a Motor Vehicles & Mechanized Equipment Guidelines

K. SAFETY AUDIT AND INSPECTIONS

All internal and external audits will be maintained and filed in the Administrative office. All Safety inspections will be maintained and filed by the Safety Manager. In addition, the Fuels Environmental & Compliance Inspector will continue to include safety inspections as part of his semi-annual inspection process of each Fuels Flight Element.

Each employee will perform a safety check of their area of the job site before work and check all equipment and personal protective equipment before each use.

The Managers, Leads, Safety Manager or designated representatives will perform periodic spot checks and monthly inspections using the appropriate checklists. All inspections and spot checks will be forwarded to the Safety Manager.

Any formal written safety inspection reports will be filed by the Safety Manager.

Tab# 12-a ATS HSE Audit Checklist

Tab# 12-b Safety Manager Routine Workplace Inspection Form

L. VISITORS

All visitors will be signed in and escorted in controlled areas. All visitors doing business on the project site will be given a safety precaution briefing where applicable.

M. JOB HAZARD ANALYSIS /PRE TASK PLANNING

The job hazard analysis identifies and eliminates any potential hazard in various work areas. Pre task planning or safety task assignment raises awareness of safety work procedures in the work place. This enhances communication between workers and management.

Tab# 13-a Job Hazard Analysis Document

N. SAFETY AND HEALTH COMMITTEE

A joint employee-management safety committee has been established to protect the safety and health of its employees. The Safety Committee members are responsible for adhering to and complying with all applicable safety regulations as set forth in the Company Safety Policies, the Collective Bargaining Agreement (CBA), this site Safety Plan and government laws and regulations. The Safety Committee will maintain employee interest in operating a safe workplace; communicate information regarding safety to employees; evaluate safety work conditions; recommend safety actions to the Company; and perform an ongoing evaluation of the safety rules and program.

The Safety Manager shall chair the Safety Committee and each flight will have at least one representative. The Committee should meet at least monthly. Formal minutes will be taken at the meetings and maintained for at least one year. A successful Safety Committee plans activities and works with Management to improve the safety culture at Joint Base Andrews.

Tab# 14-a Safety & Health Committee Representatives

Tab# 14-b Safety Committee Procedures

O. Subcontractor Compliance

All contracts and subcontracts require that state laws concerning health and safety will be observed by the subcontractor. The provisions of these health and safety responsibilities apply to subcontractors and their employees working for this company. Failure to fulfill this requirement is a failure to meet the conditions of the contractor.

Fuels Accountant

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with the sub-classification of Fuels Accounting. In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Will perform duties within Fuels Operations under the section lead's direction for the accurate accounting and processing of aviation, diesel fuel, gasoline, heating oil, bio-diesel fuel, and deicing fluid transactions to local Department of Defense (DOD) systems. Perform duties as a flight line expeditor and/or refueling unit operator as necessary.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122, AFI 23-201, DOD4140.25M and all other applicable Technical Orders and other publications.
- Maintains accounting system journals and ledgers.
- Reviews invoices, shipping documents and departmental forms for accuracy and completeness.
- Reconciles accounts to include researching and correcting discrepancies and billing errors, and as required reports.
- Process daily fuels transactions utilizing the Fuels Manager Defense (FMD) & Purple Hub.
- Files auditable documents and "stages" records for long-term storage.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Ability to graduate from the Air Force Fuels Accounting Course
- Minimum of 2 years fuel handling experience
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.

- Customer services oriented and possess good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Compliance and Environmental Coordinator

Summary: The Fuels Compliance and Environmental Coordinator is responsible to Fuels Management Team (FMT) and the Project Manager for the overall management of Fuels Compliance and Environmental and Safety Programs for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Perform duties as a flight line expeditor and/or refueling unit operator as necessary.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122, AFI 23-201, and all other applicable Technical Orders and other publications.
- Is the single point of contact to resolve disparities and questions about compliance issues prior to the FMT being consulted.
- Trains and certifies employees within their area of responsibility as necessary and routes paperwork through the flight to the Operations Manager to maintain on file.
- Provides training on ISO initiatives, evaluates processes, and reports findings as required.
- Provides Fuels Element Leads environmental and safety topics, materials and technical order familiarization references for daily briefings.
- Performs safety inspections and security checks as necessary.
- Conducts Tank Custodian Training IAW AFI 23-204 when required.
- Works closely and coordinates duties with the 89th Civil Engineering Environmental Flight, especially the Underground/Above Ground Storage Tank Manager.
- Performs duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for timely reporting of accidents, injuries and “near miss” and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years fuel handling experience
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.

- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Distribution System Operator, Lead

Summary: A Fuels Distribution System Operator, Lead is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. This individual will be a technical expert on all equipment and system operations. Will perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment. Lead is also responsible for completing duty schedules and reviewing work projections such as flying schedules to insure sufficient employee coverage. This is a working lead position.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, applicable Technical Orders, and other publications.
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities and maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews, Maryland operation.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and “near miss” and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years fuel handling experience
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Distribution System Operator

Summary: A Fuels Distribution System Operator is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Will perform duties within Fuels Operations under the leadership structure to include issue, receive, store, account for quality check, and dispense aviation fuel, de-icing fluid, gasoline, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-201, and all other applicable Technical Orders and other publications as required by the current Akima Technical Solutions Performance Work Statement.
- Perform duties within Fuels Operations to include receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb fuel storage tanks, perform, and sign off facilities and mobile equipment inspections.
- Perform minor preventive maintenance, services, and checks on fuel's facilities as well as augmenting the fuel's maintenance crew, assisting as necessary with preventive maintenance services and checks on mobile equipment. Involvement will include maintenance fuel equipment CDL checkpoints as well as other occasional commonplace fuel support mission services, and checks as necessary. Fuels specialty work shall have oversight from a specialty skill training program or through limited supervision of an on-site proper trained individual.
- Maintain facilities, grounds, and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24-hr, 7-day Joint Base Andrews, Maryland operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for reporting of on-duty accidents, injuries, near misses, and hazardous situations in accordance with company policy.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years of verifiable fuel handling experience ie; with petroleum tank farm, flightline refueling operations, and/or over the road delivery of petroleum products.
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift 40 lbs. of weight in the performance of duties.
- Ability to work rotating shifts, including nights and weekends.

- Knowledge of governing fuels regulations, procedures, and instructions, including but not limited to: AFI 23-201, TO 00-25-172, TO 37-1-1, TO 42B-1-1, AFOSH standards, and more, or other similar DOD / military service / civilian fuel directives.
- Customer services-oriented, possessing good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Possession of a current DOD secret clearance is a plus.
- Military experience in the fuels career field is highly desirable.
- Working knowledge and a willingness to learn the ever-changing DOD electronic or computerized fuels management system(s) in use at Joint Base Andrews, Maryland, is a plus.
- A basic knowledge of hand and power tool use for fuel assets minor preventive maintenance services and checks processes.

Fuels Information Service Center, Lead

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with sub-classification of Fuels Information Service Center (FISC). In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. This individual will be a technical expert on all equipment and system operations. Responsible for the daily coordination of fuels personnel and resources to ensure all mission requirements are met. Performs duties as a flightline expeditor and/or refueling unit operator as necessary. This is a working lead position.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, applicable Technical Orders, and other publications.
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Reviews aircraft flying schedules and coordinates with Operations Manager so that all quality standards have been met.
- Reviews daily and monthly fuel reports for accuracy and to identify significant trend patterns.
- Provides current inventory status of all products and other pertinent information on receipts, storage, and issue transactions and ensures stock availability to support peacetime operating stock and bulk petroleum war reserve stock.
- Manages the selling of aviation products to contract, charter and civil aircraft.
- Flight Land Mobile Radio (LMR) Monitor.
- Technical Order Monitor managing flight T.O. accounts IAW Joint Base Andrews technical order distributing office requirements and the files maintenance program.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities and maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operation.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and “near miss” and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years fuel handling experience

- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Lab Technician

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with the sub-classification of Fuels Lab Technician. In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Will perform duties within Fuels Operations under the section lead's direction. Responsible for ensuring all petroleum products received, stored, and issued at Joint Base Andrews (JBA) conform to strict military specifications. Perform duties as a flight line expeditor and/or refueling unit operator as necessary.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, and all other applicable Technical Orders, other publications and reference materials.
- Able to respond within one hour to all sampling requests while on duty or on standby.
- Determines the chemical and physical characteristics as well as the composition of solids, liquid or gas material contamination, and/or other foreign substances in a given fuel sample.
- Sets up, adjusts, calibrates, and maintains laboratory equipment and crashed aircraft sampling kit.
- Maintains, monitors, and updates all sample data in the Fuels Automated System (FAS) quality control module on all facilities and mobile equipment that contain petroleum products.
- Forwards correlation samples to the area fuels Laboratory at Wright-Patterson AFB, Ohio each quarter and as otherwise directed by the FMT or higher authority.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Graduate of the Air Force Fuels Quality Control Course
- Certified for B-1 & B-2 fuel tests by the US Army Quartermaster Course
- Minimum of 2 years fuel handling experience
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.

- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Requires a Top Secret, Yankee White security clearance. Preferential consideration will be given to individuals who currently hold this security clearance.
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Lab Technician Lead

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with the sub-classification of Fuels Lab Technician. In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. This individual will be a technical expert on all equipment and system operations. Responsible for ensuring all petroleum products received, stored, and issued at Andrews Air Force Base (AAFB) conform to strict military specifications. Perform duties as a flight line expeditor and/or refueling unit operator as necessary. This is a working lead position.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, and all other applicable Technical Orders, other publications and reference materials.
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Able to respond within one hour to all sampling requests while on duty or on standby.
- Determines the chemical and physical characteristics as well as the composition of solids, liquid or gas material contamination, and/or other foreign substances in a given fuel sample.
- Sets up, adjusts, calibrates, and maintains laboratory equipment and crashed aircraft sampling kit.
- Maintains, monitors, and updates all sample data in the Fuels Automated System (FAS) quality control module on all facilities and mobile equipment that contain petroleum products.
- Forwards correlation samples to the area fuels Laboratory at Wright-Patterson AFB, Ohio each quarter and as otherwise directed by the FMT or higher authority.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for timely reporting of accidents, injuries and “near miss” and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Graduate of the Air Force Fuels Quality Control Course
- Certified for B-1 & B-2 fuel tests by the US Army Quartermaster Course
- Minimum of 2 years fuel handling experience

- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Requires a Top Secret, Yankee White security clearance. Preferential consideration will be given to individuals who currently hold this security clearance.
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Fuels Vehicle Maintenance Technician

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with the sub-classification of Vehicle Maintenance Technician. In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Will perform duties within Fuels Operations under the section lead's direction to maintain all mobile equipment and commercial vehicles to include those that fall under Department of Transportation (DOT) regulations. Perform duties as a flight line expeditor and/or refueling unit operator as necessary.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, and all other applicable Technical Orders and other publications.
- Assists and performs duties to ensure adequate fleet in commission rates are maintained to perform the daily mission and to ensure adequate manpower and resources are available to perform all required work.
- Assists in establishing, executing, and monitoring a preventive vehicle maintenance program, ensuring all DOT maintenance inspections and requirements are compliant and properly recorded.
- Performs vehicle "check point" inspections on all refueling equipment daily or at FMT's discretion.
- Performs light and medium duty maintenance on the fleet.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years fuel handling experience
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to work rotating shifts including nights and weekends.

- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Sub-Classification Duties Description

Fuels Vehicle Maintenance Technician Lead

Summary: This serves to summarize duties performed by Fuel Distribution System Operator (FSDO) employees who have the duties associated with the sub-classification of Vehicle Maintenance Technician Lead. In addition to the duties of an FSDO, a person performing these duties is responsible to Fuels Management Team (FMT) and the Project Manager for satisfactory accomplishment of all assigned tasks to include accountability, security, safety, and task performance within their designated area of responsibility. Will be the primary point of contact for the overall maintenance of all mobile equipment and commercial vehicles to include those that fall under Department of Transportation (DOT) regulations. Perform duties as a flight line expeditor and/or refueling unit operator as necessary. This is a working lead position.

Duties/Responsibilities:

- Perform all duties and functions as is directed by AFI 23-101, AFM 23-122 and AFI 23-201, and all other applicable Technical Orders and other publications.
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Works closely with the Vehicle Control Officer (VCO) or fills in as needed, to ensure adequate fleet in commission rates are maintained to perform the daily mission.
- Works closely with the Fuels Distribution Systems Lead to ensure adequate manpower and resources are available to perform all required work.
- Establishes, executes, and monitors a preventive vehicle maintenance program, ensuring all DOT maintenance inspections and requirements are compliant and properly recorded.
- Performs internal self-inspections on the fleet and the assets under element's control.
- Performs light and medium duty maintenance on the fleet.
- Perform duties within Fuels Operations to include issue, receive, store, account for, quality check, and dispense aviation fuel, de-icing fluid, gasoline, compressed natural gas, heating oil, and diesel fuel using a variety of fixed facilities and mobile fuel handling equipment.
- Alternate Foreign Object Damage (FOD) Monitor - monitors FOD programs, briefs personnel on FOD issues and makes recommendations towards program quarterly award winner(s).
- Climb above ground fuel storage tanks, perform facilities and equipment inspections and perform minor maintenance tasks on facilities as well as maintenance as necessary on mobile equipment.
- Maintain facilities, grounds and equipment within their scope of responsibility in a clean and neat manner including housekeeping, cleanliness, and general appearance.
- Provide fuel support for the 24 hr, 7-day Joint Base Andrews operations.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Minimum of 2 years fuel handling experience

- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with tanker, air brake, and HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift and sustain 40 lbs of weight suspended in the air.
- Ability to be certified as a DOT brake inspector and DOT vehicle inspector.
- Ability to work rotating shifts including nights and weekends.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Ability to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance
- Military experience in the career field is highly desirable.
- Working knowledge of the Fuels Manager Defense (FMD) is a plus.

Position Description

Computer Operator IV, Lead

Summary: A Computer Operator IV, Lead is responsible to the Customer Service Flight Manager and Project Manager for satisfactory accomplishment of all assigned tasks. This person will be the point person and technical expert on all operations, procedures and reports within their working area. Adapts to a variety of nonstandard problems that require extensive operator intervention (e.g., frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g., reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems. Typically, completed work is submitted to users without supervisory review. This is a working lead position.

Duties/Responsibilities:

- Maintain base constant record (068) IAW AFI 23-101 AND AFM 23-122
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Operate the supply RPS under SBSS IAW AFI 23-101 AND AFM 23-122.
- Manage the UNISYS 2200/600 RPS and any replacement system in accordance with applicable directives.
- Resolve customer (internal and external) problems and complaints regarding RPS functions.
- Process end of day, end of month, end of quarter, end of year and as required reports.
- Monitors and accounts for ADPE inventory.
- Provide computer support as necessary to DFAS material Section
- Process and monitor supply interfaces, inbound and outbound
- Develop local programs to manage AF Form 2011, SBSS ADPE work requests
- Act as the single point of contact for Microcomputer functions
- Perform Database maintenance functions
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and “near miss” and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support equipment.

Qualifications:

- U.S. Citizenship
- A minimum of 2 years Standard Base Supply experience
- High School diploma or equivalent
- Knowledge of governing supply regulations, procedures, and instructions.
- Must be able to lift at a minimum of 40 lbs.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.

Computer Operator III

Summary: A Computer Operator III is responsible to the Customer Service Flight Manager and Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction. Processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, may deviate from standard procedures if standard procedures do not provide a solution. Refers problems that do not respond to corrective procedures. Typically, completed work is submitted to users with supervisory review.

Duties/Responsibilities:

- Maintain base constant record (068) IAW AFI 23-101 AND AFM 23-122.
- Operate the supply RPS under SBSS IAW AFI 23-101 AND AFM 23-122.
- Operate the UNISYS 2200/600 RPS and any replacement system in accordance with applicable directives.
- Resolve customer (internal and external) problems and complaints regarding RPS functions.
- Process end of day, end of month, end of quarter, end of year and as required reports.
- Provide computer support as necessary to DFAS material Section.
- Process and monitor supply interfaces, inbound and outbound.
- Develop local programs to manage AF Form 2011, SBSS ADPE work requests.
- Act as the single point of contact for Microcomputer functions.
- Perform Database maintenance functions.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- A minimum of 2 years Standard Base Supply experience
- High School diploma or equivalent
- Knowledge of governing supply regulations, procedures, and instructions.
- Must be able to lift at a minimum of 40 lbs.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.

Computer Operator IV

Summary: A Computer Operator IV is responsible to the customer Service Flight Manager and Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction. Adapts to a variety of nonstandard problems that require extensive operator intervention (e.g., frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g., reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems. Typically, completed work is submitted to users without supervisory review.

Duties/Responsibilities:

- Maintain base constant record (068) IAW AFI 23-101 AND AFM 23-122
- Operate the supply RPS under SBSS IAW AFI 23-101 AND AFM 23-122
- Manage the UNISYS 2200/600 RPS and any replacement system in accordance with applicable directives
- Resolve customer (internal and External) Problems and complaints regarding RPS functions
- Process end of day, end of month, end of quarter, end of year and as required reports
- Monitors and accounts for ADPE inventory
- Provide computer support as necessary to DFAS material Section
- Process and monitor supply interfaces, inbound and outbound
- Develop local programs to manage AF Form 2011, SBSS ADPE work requests
- Act as the single point of contact for Microcomputer functions
- Perform Database maintenance functions
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support equipment.

Qualifications:

- U.S. Citizenship
- A minimum of 2 years Standard Base Supply experience
- High School diploma or equivalent
- Knowledge of governing supply regulations, procedures, and instructions.
- Must be able to lift at a minimum of 40 lbs.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.

Position Description

Truck Driver, Heavy

Summary: Position is responsible to the Materiel Storage and Distribution Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction for materiel handling, pickup and delivery and related operational procedures pertaining to the processing, care and protection of all supplies and equipment for which the Project Manager has storage responsibility.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 AND AFM 23-122
- Inspect the tractor-trailer daily, interior/exterior, to ensure it is within acceptable standards and then annotate AF Form 1800/1810.
- Pick-up serviceable and unserviceable materials.
- Maintain a delivery storage area to provide secure storage and handling of classified and sensitive items.
- Ensure that authorized individuals receipt for items requiring signature.
- Provide expedient delivery service to Base Supply customers.
- Obtain additional personnel and material handling equipment (MHE) support from the storage and issue section (if needed for pick-up and delivery of heavy or bulky items.
- Establish bench stocks in coordination with the supported activities.
- Maintain current list of all items authorized on each bench stock.
- Review on-hand balances.
- Replenish, deliver, and bin bench stock items for all on-base maintenance activities.
- Support tenant activities as defined in host-tenant agreements.
- Scheduling and conducting bench stock reviews with supported organizations.
- Accountable for meeting safety performance standards and for completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift at least 40 lbs.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military supply experience is highly desirable.

Truck Driver, Light

Summary: Position is responsible to the Materiel Storage and Distribution Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction for material handling, pickup and delivery and related operational procedures pertaining to the processing, care and protection of all supplies and equipment for which the Project Manager has storage responsibility.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 AND AFM 23-122
- Inspect the vehicle daily, interior/exterior, to ensure it is within acceptable standards and then annotate AF Form 1800/1810.
- Pick-up serviceable and unserviceable materiel.
- Maintain a delivery storage area to provide secure storage and handling of classified and sensitive items.
- Ensure that authorized individuals receipt for items requiring signature.
- Provide expedient delivery service to Base Supply customers.
- Obtain additional personnel and material handling equipment (MHE) support from the storage and issue section, if needed for pick-up or delivery of heavy or bulky items.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Requires a valid driver's license with an "Acceptable" driving record for the past 3 years.
- Ability to lift at least 40 lbs.
- Minimum of 2 years supply handling experience
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military supply experience is highly desirable.

Truck Driver, Medium

Summary: Position is responsible to the Materiel Storage and Distribution Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction for materiel handling, pickup and delivery and related operational procedures pertaining to the processing, care and protection of all supplies and equipment for which the Project Manager has storage responsibility.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 AND AFM 23-122
- Inspect the vehicle daily, interior/exterior, to ensure it is within acceptable standards and then annotate AF Form 1800/1810.
- Pick-up serviceable and unserviceable materials.
- Maintain a delivery storage area to provide secure storage and handling of classified and sensitive items.
- Ensure that authorized individuals receipt for items requiring signature.
- Provide expedient delivery service to Base Supply customers.
- Obtain additional personnel and material handling equipment (MHE) support from the storage and issue section (if needed for pick-up and delivery of heavy or bulky items.
- Establish bench stocks in coordination with the supported activities.
- Maintain current list of all items authorized on each bench stock.
- Review on-hand balances.
- Replenish, deliver, and bin bench stock items for all on-base maintenance activities.
- Support tenant activities as defined in host-tenant agreements.
- Scheduling and conducting bench stock reviews with supported organizations.
- Accountable for meeting safety performance standards and for completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- Must have an "Acceptable" driving record for the past 3 years and currently have at least a Class B Commercial Driver's License with HAZMAT endorsements on the license or the ability to obtain one within 90 days of reporting to work.
- Ability to lift at least 40 lbs.
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.
- Military supply experience is highly desirable.

SUPPLY TECHNICIAN

Summary: A Supply Technician is responsible to the Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction. Handles orders that involve making judgments such as choosing which specific product from the establishment's product lines will satisfy the customer's needs. The contractor shall provide supplies and equipment support to authorized customers through the systems and processes of the USAF Standard Base Supply System. In performing the basic functions of a base supply activity, the contractor shall determine requirements, requisition, receive, store, distribute and issue, account, research and maintain records, provide customer service, conduct training and make shipments. In addition, the contractor shall provide required administration and management quality control and off-line support capability.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 and AFM 23-122
- Monitor Supply Inventory
- Ensure proper stock is available in correct quantities to minimize disruption to operations
- Ensure backordered materials are ordered, received, stored, issued and delivered in sufficient time to allow completion of work within contract specifications
- Ensure inventory remains accurate and adjustments are minimized
- Ensure materials is properly received and issued from the main and remote warehouses
- Resolve customer (internal and external) problems and complaints regarding warehouse functions
- Ensure non-conforming material is correctly processed to prevent re-use
- Select appropriate material vendors from approved material supplier list
- Follow established purchasing procedures and recommends changes where necessary
- Purchase materials to ensure the best value is obtained and that operational criteria are met
- Purchase equipment as directed by management.
- May require operation of lightweight motor vehicle and forklift.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- A minimum of 2 years Standard Base Supply experience
- Knowledge of governing supply regulations, procedures, and instructions.
- Ability to lift at least 40 lbs.
- Requires a valid Class C driver's license with an "Acceptable" driving record.
- Customer services oriented and possess good communication and mathematical skills.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.

Supply Technician, Lead

Summary: A Supply Technician, Lead is responsible to the Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. This individual will be the point person and technical expert on all operations, procedures and reports within their working area. Handles orders that involve making judgments such as choosing which specific product from the establishment's product lines will satisfy the customer's needs. The contractor shall provide supplies and equipment support to authorized customers through the systems and processes of the USAF Standard Base Supply System. In performing the basic functions of a base supply activity, the contractor shall determine requirements, requisition, receive, store, distribute and issue, account, research and maintain records, provide customer service, conduct training and make shipments. In addition, the contractor shall provide required administration and management quality control and off-line support capability. This is a working lead position.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 AND AFM 23-122.
- Conducts training to ensure personnel are familiar with procedures set forth in Air Force directives.
- Monitor Supply Inventory.
- Ensure proper stock is available in correct quantities to minimize disruption to operations.
- Ensure backordered materials are ordered, received, stored, issued and delivered in sufficient time to allow completion of work within contract specifications.
- Ensure inventory remains accurate and adjustments are minimized.
- Ensure materials is properly received and issued from the main and remote warehouses.
- Resolve customer (internal and external) problems and complaints regarding warehouse functions.
- Ensure non-conforming material is correctly processed to prevent re-use.
- Select appropriate material vendors from approved material supplier list.
- Follow established purchasing procedures and recommends changes where necessary
- Purchase materials to ensure the best value is obtained and that operational criteria are met
- Purchase equipment as directed by management.
- May require operation of lightweight motor vehicle and forklift.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- A minimum of 2 years Standard Base Supply experience
- Knowledge of governing supply regulations, procedures, and instructions.

- Ability to lift at least 40 lbs.
- Requires a valid Class C driver's license with an "Acceptable" driving record.
- Customer services oriented and possess good communication and mathematical skills.
- DOD Security Clearance

Warehouse Specialist

Summary: Position is responsible to the Flight Manager and the Project Manager for satisfactory accomplishment of all assigned tasks. Will perform duties under the Section Lead's direction. Responsible for proper issue, storage, warehousing, material handling techniques, pick-up and delivery, and related operational procedures pertaining to the processing care and protection of all supplies and equipment for which the Project Manager has storage responsibility.

Duties/Responsibilities:

- Perform all duties and functions as directed by AFI 23-101 AND AFM 23-122.
- Move property to storage areas and to the delivery area for issue.
- Store all in warehouse supply and equipment items.
- Provide secure storage and handling of classified and sensitive items.
- Initiate inputs to add, change or delete warehouse locations on item record.
- Maintain the central locator listing.
- Validate warehouse locations and assisting the inventory element with cycle inventories.
- Requires operation of lightweight motor vehicle and forklift.
- Accountable for meeting safety performance standards and completing all work safely.
- Responsible for the timely reporting of accidents, injuries and "near miss" and hazardous situations.
- Must be able to perform all essential tasks as related to directives in Contractual Performance Work Statements.
- Subject to assisting the main mobility element for exercises and mission support.

Qualifications:

- U.S. Citizenship
- High School diploma or equivalent
- 2 years Standard Base Supply experience, previous inventory experience preferred
- Knowledge of governing supply regulations, procedures, and instructions.
- Customer services oriented and possess good communication and mathematical skills.
- Requires a valid Class C driver's license with an "Acceptable" driving record.
- Ability to lift at least 40 lbs.
- Must be able to obtain a DOD security clearance. Preferential consideration will be given to individuals who currently hold a DOD secret clearance.

104- Drug and Alcohol-Free Workplace

Doc. Type:	Policy	Approval:
Org:	HR	
Date:	April 1, 2013	
Author:	Human Resources	

1. APPLICABILITY

- 1.1. This policy applies to all employees of Akima, including affiliates, subsidiaries, and successor companies; hereafter referred to as 'Akima', 'Company' or 'Akima Companies'.
- 1.2. This policy also applies to independent contractors, subcontractors, employees from temporary agencies, and others working with the Company in support of Akima's goals and objectives. Such persons/companies will be so informed of Akima's policy at the time of their engagement.

2. PURPOSE

- 2.1. Akima prohibits use of illegal drugs as well as the misuse of drugs (including over the counter medication) and alcohol by employees. In addition to undermining safe, healthy, and efficient working conditions for all personnel, drug and alcohol abuse affects employee qualifications to work under Akima or its companies' contracts, and impairs the reputation and integrity of Akima as well as its personnel. Drug and alcohol abuse that is not unlawful *may* nonetheless raise issues of safety, performance, and liability. Akima is committed to a policy of "zero tolerance". The goal of this policy is to provide maximum discretion to management for preventing substance abuse, subject only to *any* federal or state laws that clearly limit Akima's discretion.

In accordance with its federal contracts, Akima complies with the federal Drug-Free Workplace Act of 1988. Consistent with that Act, Akima (1) strictly prohibits manufacture, use, possession, sale, purchase, transfer, or being under the influence of illegal drugs at any time on company premises, and (2) requires employees to notify Akima of any criminal conviction for a drug-related violation, within 24 hours of the conviction or as required by the specific contract/project that the employee supports.

This policy is not intended to prohibit lawful use of prescription or over the counter medication, nor is it intended to prohibit moderate consumption of alcohol during travel time or personal time off. However, to the degree that off-duty consumption affects the employee's work, work relationships or Akima's image, or is evident during working hours, Akima will take remedial action.

3. DEFINITIONS

- 3.1. Drug. A drug is any substance (including alcohol) that can affect or impair the judgment, reflexes, or mental acuity of a user.
- 3.2. Illegal Drug. An illegal drug is any "controlled substance," as defined in Section 802(6) of Title 21 of the United States Code, excluding drugs used pursuant to a prescription valid under Federal law or used as otherwise authorized by Federal law.
- 3.3. Substance Abuse. Substance abuse is defined as:

- 3.3.1. The use of alcohol or other drugs on or off Company property where usage affects or impairs an employee's ability to do his/her job; or
 - 3.3.2. The manufacture, distribution, dispensing, possession, or use of an illegal drug.
 - 3.3.3. Intoxication or impairment of a person's ability to do any aspect of his/her job, including operation of Company equipment or vehicles, completion of work products, or appropriate interaction with other individuals in the workplace, as a result of use of a drug, legal or illegal, on or off the job.
- 3.4. **Reasonable Suspicion.** Reasonable suspicion occurs when someone in the organization observes the behavior of an employee that indicates that the employee may be under the influence of drugs or alcohol. Such observable behaviors could include, but are not limited to: slurred speech, inability to walk straight, incoherent speech, dilated pupils, or other demonstrated, observable behaviors that are clearly outside of acceptable workplace behavior norms.
- 3.5. **Sensitive Position.** A sensitive position is a) one in which an employee is granted access to information classified at the Public Trust security level or above, b) one the Company determines relates to national security, health or safety, or c) one requiring a high degree of trust and confidence.

4. POLICY

- 4.1. **General.** A summary of the major elements of the Policy are highlighted below:

All employees will be provided a copy of the company's Drug and Alcohol-Free Workplace policy at their time of hire and charged with reading and understanding it.

- Employees will not possess or use alcohol or drugs on Company property at any time or off Company property where usage influences their ability to do their jobs.

Employees will not manufacture, distribute, dispense, possess, or use illegal drugs (see Definitions) at any time.

- Employees will not use any drug or alcohol in a manner that results in intoxication in the workplace.
- Employees will cooperate in all required testing for drugs and/or alcohol, and comply with the Drug and Alcohol-Free Workplace policy.
- Akima will:
 - Implement an awareness program for all employees regarding the dangers of drugs and alcohol abuse.
 - Train managers to recognize indications of drug and alcohol abuse to objectively conclude whether reasonable suspicion exists to test an employee in accordance with this policy.

Employees who are convicted of a violation of any criminal drug statute shall notify the Program Manager or Project Manager within 24 hours after the conviction. The Program Manager or Project Manager in turn will immediately notify the Senior Director of HR Operations. Failure to provide notice on a timely basis will result in disciplinary action, up to and including termination. Akima will notify the applicable contracting agency within ten (10) days of notice by the employee or receipt of actual notice of conviction.

- 4.2. **Continual Behavioral Observation.** All employee's, particularly managers, are to be observant of behavior that may jeopardize the safety and security of employees or that could affect responsiveness to Company or project requirements, and to report their concerns to management or to their Human Resources Business Partner. When there is reasonable suspicion an employee is under the influence of drugs or alcohol, the Program Manager/ Project Manager/Department Head or their management designee shall contact their Human Resources Business Partner to request removal of the individual from the work site, and drug and alcohol testing. Positive test results will result in corrective action up to and including dismissal.
- 4.2.1. Employees who are involved in an accident while operating a company vehicle or machinery may be required by the contract they support to complete a post-accident testing for drugs and/or alcohol.
- 4.2.2. Negative dilute test results will require a second testing. Second testing will be done under observation and if a dilute negative is returned it is considered negative.
- 4.3. **Employees Working on Certain Contracts.** Certain contracts may impose requirements respecting drug and alcohol testing which exceed those referenced herein. The Company will comply with requirements specific to the contract/project. At a minimum, the Company will remove any employee found to be using illegal drugs, pending disciplinary action.
- 4.4. **Disciplinary Action.**
- 4.4.1. **Inappropriate / Illegal Use of Drugs or Alcohol.** Employees who are observed in possession of, test positive for, or are under the influence of drugs or alcohol, or are convicted of violating a criminal drug statute will be subject to disciplinary action, up to and including termination. Such determination will be made in consultation with the Group President, Company President or General Manager, and with the approval of the Senior Vice President of Human Resources and Legal Counsel.
- 4.4.2. **Use of Drugs as Part of a Prescribed Medical Treatment Program.** Employees may not be impaired or intoxicated while on the job or conducting company business. Employees who must take prescribed drugs that result in impairment must consult with their medical providers and cooperate with the Company to eliminate such impairment. As appropriate, such employees may be referred to the EAP or placed on a leave of absence. Employees who are inappropriately or illegally using/abusing prescribed medication or controlled substances will be considered to have violated this policy and subject to disciplinary action, up to and including termination.
- 4.5. **Rehabilitation.** Employees, who have a problem with drugs or alcohol, are encouraged to secure treatment by utilizing the company provided Employee Assistance Program or other resources. Self-disclosure by an employee to HR or management for the purpose of securing assistance with such a problem, prior to the employee having any knowledge of an imminent random test and prior to engaging in any actions that could trigger a post-accident or reasonable suspicion test will not result in discipline. Following self-disclosure, the Company will work with the employee and the employee's treatment provider in furtherance of the employee's treatment program, consistent with the requirements of the employee's job. Such efforts may include but not be limited to the granting of a leave, reassignment, and return to duty / post treatment testing.

Under appropriate circumstances, the Company may require that the employee participate in a drug abuse assistance or rehabilitation program. In order for the employee to return to work or to remain at work after or during rehabilitation, a mandatory fitness for duty statement from an appropriate medical entity and return to duty testing will be required. If the employee has either rejected assistance or demonstrated a lack of serious commitment to overcoming the problem and achieving a satisfactory level of performance, attendance, or behavior; then formal disciplinary action shall proceed.

An employee actively involved in an approved treatment program will not be dismissed without consultation with the Group President, Company President or General Manager, and with the approval of the Senior Vice President of Human Resources and Legal Counsel.

Participation in a treatment program will not insulate an employee who tests positive for drugs or alcohol as the result of a test performed in accordance with this policy.

- 4.6. **Reinstatement.** Current employees dismissed for failure to comply with any aspect of the Drug and Alcohol-Free Workplace policy will not be considered eligible for re-employment for at least twelve (12) months following the event that caused their dismissal. Rehire of such candidates must be approved in advance by the Senior Vice President of Human Resources.

5. RESPONSIBILITIES

5.1. Related responsibilities will be shared:

- The President & CEO of Akima is accountable for ensuring a drug and alcohol-free workplace and for providing an environment conducive to optimum operating efficiency and productivity.

Each member of management is responsible for executing the tenets of this policy with the employees for whom they are directly responsible.

- The Senior Vice President of Human Resources and Director of HR Compliance will provide overall guidance, interpretation, and coordination of the implementation of this policy.
- The Human Resources Department will oversee the implementation of this policy, ensuring that all candidates for employment and current employees are informed of its contents, and provide training to managers, as required.

6. PROCEDURES

- 6.1. **Pre-Employment Testing.** All job applicants are subject to pre-employment drug and/or alcohol testing to the extent such testing is required by the contract on which the applicant is to be employed and as required by law or regulations, e.g. employees required to have a Commercial Driver's License and those subject to FAA requirements. Job applicants who refuse to test or test positive for drugs will not be hired.
- 6.2. **Random Testing.** Where required by contract or by law or regulation, e.g. employees required to have a Commercial Drive(s) License and those subject to FAA requirements, random drug testing of employees will be performed on a periodic, unannounced basis. Employees subject to random testing must cooperate with such drug testing requirements or be subject to disciplinary action up to and including dismissal. See also section 6.6. below.
- 6.3. **Post-Incident Testing.** Where required by contract or by law or regulation, e.g. employees required to have a Commercial Driver's License and those subject to FAA requirements, employees involved in a work-related accident or incident, as applicable, will be required to complete a drug and/or alcohol test. All work-related accidents or such incidents must be reported immediately, in accordance with the Akima's Health, Safety and Environment manual.
- 6.4. **Reasonable Suspicion Testing.** When there is reasonable suspicion that an employee is or may be using, or is or may be under the influence of drugs or alcohol such employees will be tested for drugs and alcohol.
- 6.5. **Return-to-Duty Testing.** If an employee voluntarily discloses their drug or alcohol abuse, the employee will be placed on mandatory leave of absence to obtain a substance abuse evaluation and to participate in and complete a formal treatment program for substance abuse. Prior to

returning to duty following successful participation in a treatment program, the employee must take and pass a drug and alcohol test.

- 6.6. **Employees Testing Positive.** Any employee who tests positive will be subject to disciplinary action, up to and including dismissal. Employees who refuse to take a drug or alcohol test when so directed or who otherwise interfere with or attempt to thwart the testing process will be deemed to have tested positive and subject to dismissal. In such cases, Akima has no obligation to prove that the employee was in fact impaired, violated Akima policy, or that Akima possessed "just cause" or a particular amount of evidence before requesting the test.
- 6.7. **Security Clearance.** The Senior Director of HR Operations will notify the Facility Security Officer (FSO) within 24 hours of any employee holding a security clearance whose drug test results are positive. The FSO will make a determination regarding continued access to classified material, and will submit a report to the Defense Industrial Security Office and/or other agencies as required.
- 6.8. **Reinstatement/Rehire.** Employees dismissed for testing positive for drugs or alcohol will not be eligible for consideration of re-employment for a minimum period of twelve (12) months following the date employment is terminated. The Senior Vice President of Human Resources must approve all rehire decisions in advance.
- 6.9. **Flies.** Test results and related documentation will be retained in separate files under the control of the Corporate HR Compliance Manager or their designee, and will be limited to those within the HR, Legal, HSE, and Security Departments with "**need to know.**" Those obtaining unauthorized access to these files will be subject to disciplinary action, which may include dismissal.
- 6.10. **Confidentiality.** No reference to alcohol or other drug problems as a medical diagnosis will appear in personnel files. This does not, however, preclude documenting behavior such as slurred or incoherent speech, inability to respond to questions, stumbling, smelling of alcohol, associated lapses in performance, observation of possession or use of alcohol or other drugs, etc.

7. RELATED POLICIES AND PROCEDURES

211 Employment - Performance Improvement/Conduct 212 Employment - Termination of Employment
406 Benefits - Family Medical Leave Act Leave of Absence (FMLA LOA) Department of Defense
Regulations (48 CFR 223.75 - Drug-Free Work Force) Federal Acquisition Regulations (Subpart 23.5 -
Drug-Free Workplace) Employee Handbook, Section 10-06, Substance Abuse
Akima, LLC Code of Conduct
Akima, LLC Signature Authority Policy and Procedure

8. EXHIBITS

**HR-035, Request for LOA Form
Employee Assistance Program (EAP)**

INTERNATIONAL

September 12, 2011

Kenneth Grimsley
Contracting Officer II
th CONS
1500 West Perimeter Rd
Andrews AFB, MD 20762

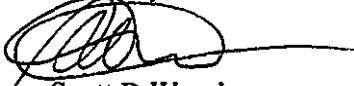
Contract Number: FA7014-11-C-0018
Subject: Pre- and After-Employment Drug Screening Control
ID: SDW-ASD-1012

Dear Mr. Grimsley,

As required by referenced contract PWS paragraph 2.4.15 enclosed is Andrews Support Divisions Pre and After Employment Drug Screening Policy.

If you have any questions regarding this submission or require additional information, please contact me at 301 343-9367.

Sincerely,



Scott D Wood
Business Manager Andrews
Support Division
DynCorp International LLC

cc: 89MXG/COTR

**ASD-4006A- Pre- and After-Employment Drug
Screening**

Effective: 1/15/02

Revision: - A

Approved By: Joe B. Estill

I. PURPOSE

To establish policy and procedures to institute and maintain a program for pre- and after- employment drug screening.

II ORGANIZATIONAL UNITS AFFECTED

Andrews Support Division, DynCorp International, LLC (hereinafter the "Company")

III. DEFINITIONS

- A. "Alcohol" includes alcoholic beverages and any other intoxicating liquid that contains alcohol.
- B. "Company Premises", "Company Property", "Work Environment", "Workplace", shall include property, facilities, land, offices, buildings, structures, trailers, equipment, automobiles, trucks, vehicles, and parking areas, whether owned, leased, Government furnished, or otherwise under control of or used by the Company. Also included in this definition are other work locations, including the job site of a customer, supplier, or subcontractor or associate contractor.
- C. "Controlled Substances" include the substances listed on the U.S. Department of Justice, Drug Enforcement Administration, Diversion Control Programs' Controlled Substance Schedules as amended.
- D. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State Criminal Drug Statutes.
- E. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
- F. "Drug Screen" means tests comparable to Enzyme Multiplied Immunoassay Technique (EMIT) assay urinalysis, which may be further verified by a gas chromatography/mass spectrometry (GC/MS) analysis to confirm or refute the EMIT test.
- G. "DynCorp International, LLC Officials" include the Cognizant President and Vice Presidents of the Company.
- H. "Hiring Location" means the Company location from which applicants are selected for job offers and from which job offers are extended.
- I. "Illegal Drugs" includes any drug which the sale, use, or possession of, is unlawful, including **Controlled Substances**.
- J. "Legal Drug," "Prescription Drug", and "Medication" include drugs prescribed by a person's physician and used in accordance with the prescription. and over the

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counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

- K. "Negative Drug Screen" means the results of the Drug Screen indicated no presence of a Controlled Substance in the individual's system.
- L. "On Duty", for the purposes of this policy, means an employee's regular work hours and all other times an employee spends performing Company business, on and off Company Premises, including, but not limited to, tasks specified in his or her job description, other assigned tasks, business travel, and break periods.
- M. "Positive Drug Screen" means the results of the Drug Screen indicated the presence of a Controlled Substance in the individual's system.
- N. "Reasonable Suspicion" means a belief based upon objective and articulable facts sufficient to lead a prudent person to suspect an occurrence is taking place or has taken place.
- I. "Sensitive Positions" means job assignments involving national security, health or safety, or other functions requiring a high degree of trust and confidence, or requiring access to Government classified information as designated by customer.
- P. "Transferring Employee" is defined as any employee of the Company transferring from any organizational unit of the Company wherein random Drug Screens are not required by policy or regulation to any operating location where random Drug Screens are required.
- Q. "Under the Influence" means, for the purposes of this policy, that the employee is affected by a drug, whether legal or illegal, alcohol, or other substance, or the combination of a drug and alcohol, so as to impair or potentially impair the employee's ability to perform his or her job. The symptoms of influence are not confined to those consistent with misbehavior, and ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by testing or observation based on Reasonable Suspicion.
- R. "Work Location" means the primary location at which an employee performs his or her work. If the employee performs work at several locations, the primary location is determined by his or her supervisor.

IV. STATEMENT OF POLICY

A. Pre-Employment Drug Screening

Subject to State and local laws applicable the Hiring Location, all candidates considered for employment with the Andrews Support Division will be required to submit to a Drug Screen.

B. After-Employment Drug Screening

Subject to State and local laws applicable to the Work Location, the Andrews Support Division will implement After-Employment Drug Screening programs. When the program is implemented the following procedures will be in effect:

1. After-Employment Screening will include random testing of employees assigned to the contract, testing of employees where there is a Reasonable Suspicion of Illegal Drug use by an employee, testing when an employee has been involved in an accident or unsafe practice, testing as part of or follow-up to drug counseling or rehabilitation for Illegal Drug use or as part of a voluntary drug referral and testing plan.
 2. Employees hired will be required to sign a "Drug Screen Consent Form" as a condition of continued employment.
 3. Employees who refuse to submit to a Drug Screen in accordance with the provisions of this SOP will be subject to immediate suspension without pay and subject to termination with approval of the Vice President, Human Resources, DynCorp International, LLC.
 4. No one shall observe directly an employee produce a urine specimen.
 5. Employees who submit to a Drug Screen which results in a Positive Drug Screen will be subject to immediate suspension without pay from their positions and subject to dismissal unless the Positive Screen resulted from the use of a Legal Drug and a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
 6. Drug Screen results will be maintained in confidence by the Andrews Support Division Human Resources Administrator in a secure location. The results will not be part of the employee's personnel file; results of Drug Screens shall be maintained separately from the personnel files and will include the date the Drug Screen was administered. The Andrews Support Division Human Resources Administrator shall be entitled to utilize all such results in administering this SOP.
- C. Candidates for employment will not be paid for time spent in the process of Pre-Employment Drug Screening. However, the Company shall bear the cost of such pre-employment screening.
- D. Employees will not be required to undergo form of medical examination, other than After-Employment Drug Screening, unless specified by contract or mandated by Federal, state , or local regulation.
- E. Information obtained from employees as part of a Drug Screen or search in accordance with this SOP will be used by the Company solely in the administration

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No offer of employment will be extended until the results of such screening have been received by Andrews Support Division Human Resources except:

- a. For offers of employment to applicants who are located outside the geographic area of a Hiring Location.
 - b. For offers of employment to applicants who are located where issuance of an offer letter is required by State and local laws prior to pre-employment drug screening
2. The Andrews Support Division HR Administrator or delegate will inform all applicants for employment of the Drug Screen requirement and that the results are to be used by the Company in its employment decisions.
 3. All applicants who are selected for employment will be requested to sign a "Drug Screen Consent Form" (Exhibit A) authorizing the Company to have its designated clinic, hospital or laboratory perform the Drug Screen.

Applicants who refuse to sign the Applicant Drug Screen Consent Form will not be offered employment.
 4. No one shall observe directly an employee or a prospective employee produce a urine specimen.
 5. With respect to applicants for employment, if the Drug Screen results in a Negative Drug Screen, the applicant may be considered for employment in accordance with SOP DYN-4001. An applicant who has a Positive Drug Screen will not be hired and will not be considered for employment for a period of one year, unless the Positive Screen resulted from the use of a Legal Drug and a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
 6. When applicants are offered employment, the offer letter will advise the applicant that employment is subject to the following conditions:
 - a. The applicant's employment is contingent upon the applicant participating in a Drug Screen as soon as reasonable; and
 - b. If the Drug Screen results in a Positive Drug Screen, the offer of employment will be rescinded, or if the individual was hired by the Company, his or her employment will be terminated for reason of failure to meet job qualifications.

The fact that IV. A. 6. a. and IV. A. 6. b., above, are conditions of employment are acknowledged by the applicant's signature on the offer letter.

**Andrews Support Division
Standard Operating Practice**

ASD-4006A- *Pre- and After-Employment Drug Screening*

Effective: 1/15/02

Revision: - A

Approved by: Joe 8. Estill

of this SOP and for no other purpose without the employee's consent; provided that the Company shall be free to deliver any evidence of a crime to the cognizant authorities and file adverse information reports as required by National Industrial Security Program Operating Manual (NISPOM).

✓ PROCEDURES: AFTER EMPLOYMENT DRUG SCREENING

A. Random Testing of employees assigned to the contract.

1. All employees of Andrews Support Division will be subject to Random Testing for Illegal Drugs.
2. Each month the Andrews Support Division Human Resources Administrator shall request a list of randomly selected employees from the Fort Worth Human Resources function. The Fort Worth Human Resources function will deliver such list within two (2) working days to the Andrews Support Division Human Resources Administrator.
3. The Andrews Support Division Human Resources Administrator shall in turn schedule the selected employees for Random Testing within twenty- one (21) calendar days via supervision to accommodate operational requirements and scheduling.
4. Selected employees will be given no notice of the Random Testing. Such employees will be advised of their selection and scheduled immediately for the Collection Facility.
5. Employees failing to report as scheduled to the Collection facility shall be suspended without pay and subject to dismissal unless a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
6. Employees who submit to a Random Testing which results in a Positive Drug Screen will be subject to immediate suspension without pay from their positions and subject to dismissal unless the Positive Screen resulted from the use of a Legal Drug and a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
7. All initial positive drug test results will be confirmed and reviewed by a medical review officer. In addition, all employees who receive a positive result after confirmation will be provided within thirty (30) days of the test with (1) a written copy of this SOP (2) a copy of the test results (3) a notice of the availability of re-testing at the employee's expense and (4) the resulting disciplinary action.

- e. Time spent by the employee in the course of Random Testing shall be considered compensable time and all costs for the Testing shall be borne by the Company.**

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- B. Testing of employees where there is a Reasonable Suspicion of Illegal Drug use by an employee.
1. All employees of Andrews Support Division will be subject to Reasonable Suspicion Testing for Illegal Drugs.
 2. In the event there is Reasonable Suspicion as herein defined that an employee is under the influence of drugs or alcohol, the Supervisor will:
 - a. Relieve the employee of duty
 - b. Advise the employee that they are subject to immediate testing for drugs or alcohol
 - c. Notify the Andrews Support Division Human Resources Administrator of the Reasonable Suspicion.
 3. The Andrews Support Division Human Resources Administrator shall:
 - a. Schedule the selected employee for Reasonable Suspicion Testing at the first available time.
 - b. Arrange transportation of the employee to the Collection Facility or their home of record. Under no circumstances will an employee deemed to be unfit for duty on the basis of Reasonable Suspicion be allowed to depart the Workplace while in such condition.
 - c. In the event the employee resists this restriction, cognizant law enforcement officials should be contacted immediately.
 4. Employees failing to submit to Reasonable Suspicion testing or to report as scheduled to the Collection facility shall be suspended without pay and subject to dismissal unless a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
 5. Employees who submit to a Reasonable Suspicion testing which results in a Positive Drug Screen will be subject to immediate suspension without pay from their positions and subject to dismissal unless the Positive Screen resulted from the use of a Legal Drug and a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
 6. Time spent by the employee in the course of Reasonable Suspicion Testing shall be considered compensable time and all costs for the Testing shall be borne by the Company.
- C. Testing when an employee has been involved in an accident or unsafe practice.
1. All employees of Andrews Support Division will be subject to drug and alcohol screening when they have been involved in an accident or unsafe practice.

-
2. In the event of an accident or unsafe practice, the Supervisor may:
 - a. Relieve the employee of duty.
 - b. Assess the medical condition of the employee and arrange emergency treatment and transport as deemed necessary or as requested by the employee.
 - c. Advise the employee that they are subject to immediate testing for drugs or alcohol
 - d. Notify the Andrews Support Division Human Resources Administrator of the accident or unsafe practice and the circumstances of same.
 3. The Andrews Support Division Human Resources Administrator, in conjunction with the Division Manager may:
 - a. Schedule the selected employee for drug or alcohol testing at the first available time.
 - b. Arrange transportation of the employee to the Collection Facility or their home of record. Under no circumstances will an employee deemed to be unfit for duty on the basis of Reasonable Suspicion be allowed to depart the Workplace while in such condition.
 - c. In the event the employee resists this restriction, cognizant law enforcement officials should be contacted immediately.
 4. Employees failing to submit to testing or to report as scheduled to the Collection facility after involvement in an accident or unsafe practice shall be suspended without pay and subject to dismissal unless a deviation of policy is obtained from the Vice President, Human Resources, DynCorp International, LLC.
 5. Employees who submit to a testing after an accident or unsafe practice which results in a Positive Drug Screen will be subject to immediate suspension without pay from their positions and subject to dismissal unless the Positive Screen resulted from the use of a Legal Drug and a deviation of policy is obtained from the Vice President, Human Resources. DynCorp International, LLC.
 6. Time spent by the employee in the course of testing after an accident or unsafe practice shall be considered compensable time and all costs for the Testing shall be borne by the Company.
- D. Testing as part of or follow-up to drug counseling or rehabilitation for Illegal Drug use or as part of a voluntary drug referral and testing plan.
1. Employees who voluntarily disclose dependency) to drugs or alcohol either via the Company's Human Resources function, the Company's Employee Assistance Program (EAP) or the Company's insurance carriers and who enter into a recognized course of treatment acceptable to the Company,