

AGREEMENT

Between

PAE TECHNICAL SERVICES

DENMAR SERVICES, INC.

AMERICAN OPERATIONS CORP.

And

**INTERNATIONAL ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE 171 and its LOCAL LODGE 898**

Volume I

August 2, 2015 - August 6, 2017

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1	<u>RECOGNITION</u>	4
ARTICLE 2	<u>MANAGEMENT RIGHTS</u>	4
ARTICLE 3	<u>UNION SHOP AND CHECK OFF</u>	6
ARTICLE 4	<u>SENIORITY</u>	7
ARTICLE 5	<u>HOURS OF WORK</u>	17
ARTICLE 6	<u>OVERTIME</u>	17
ARTICLE 7	<u>HOLIDAYS</u>	19
ARTICLE 8	<u>GRIEVANCE PROCEDURE</u>	20
ARTICLE 9	<u>ARBITRATION</u>	23
ARTICLE 10	<u>STRIKES, LOCKOUTS AND WORK STOPPAGES</u>	24
ARTICLE 11	<u>LEAVE OF ABSENCE</u>	25
ARTICLE 12	<u>PAID TIME OFF</u>	28
ARTICLE 13	<u>BANKED SICK LEAVE</u>	31
ARTICLE 14	<u>JURY AND COURT WITNESS PAY</u>	32
ARTICLE 15	<u>FIREFIIGHTERS</u>	33
ARTICLE 16	<u>SAFETY AND HEALTH</u>	34
ARTICLE 17	<u>HPWO PARTNERSHIP</u>	35
ARTICLE 18	<u>BULLETIN BOARDS</u>	36
ARTICLE 19	<u>GROUP INSURANCE</u>	36
ARTICLE 20	<u>GENERAL</u>	38
ARTICLE 21	<u>UNION REPRESENTATION</u>	42
ARTICLE 22	<u>WAGES</u>	44
ARTICLE 23	<u>PENSION PLAN & SAVINGS AND INVESTMENT PLAN</u>	47
ARTICLE 24	<u>SUCCESSORSHIP</u>	49
ARTICLE 25	<u>SUB-CONTRACTING</u>	49
ARTICLE 26	<u>DURATION</u>	51
APPENDIX A	<u>COMPANY RULES</u>	52
APPENDIX B	<u>PAE EMPLOYEE BENEFITS</u>	56
APPENDIX C	<u>DENMAR EMPLOYEE BENEFITS</u>	57
APPENDIX D	<u>AOC EMPLOYEE BENEFITS</u>	58
APPENDIX E	<u>MNPL CHECK-OFF</u>	59
APPENDIX F	<u>MACHINISTS WORKSITE BENEFITS PROGRAM</u>	60
APPENDIX G	<u>HPWO</u>	61
APPENDIX H	<u>SUBSTANCE ABUSE POLICY</u>	62
APPENDIX I	<u>ACRONYMS</u>	73

AGREEMENT

THIS AGREEMENT entered into at Vance Air Force Base near Enid, Oklahoma, effective August 2, 2015 by and between PAE TECHNICAL SERVICES and DENMAR SERVICES, INC. and AMERICAN OPERATIONS CORPORATION. (hereinafter referred to collectively and separately as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and DISTRICT LODGE 171 and its LOCAL LODGE NO. 898 (herein collectively "Union") as representative for the purpose of collective bargaining of the employees hereinafter defined. Said parties agree as follows:

The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this agreement.

The term "employee" or "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article, and this agreement shall apply only to such employees.

This Agreement shall supersede any and all agreements, written or verbal, existing or previously executed, or any other agreement prior to August of 2015 between the Company and the Union affecting employees in the job classifications covered hereby.

This agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives; provided, however, that written agreements regarding particular matters or understandings may be made between the Company and the Union and shall be binding upon the employee or employees concerned, the Company and the Union.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

The waiver of any breach or condition of this agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

This agreement shall be binding upon the Company, its corporate successors and assigns.

ARTICLE 1
RECOGNITION

1.1 The Company recognizes District Lodge 171 and its Local Lodge 898, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative for the supply and procurement including local purchase specialist, civil engineering including construction contracts specialists, transportation, recreation services, communications including telecommunications planning analysts, firemen, and reproduction photo lab employees, including shop clericals and lead, graphic design employees and office clerical positions including directors administrative employees, personnel administrators and payroll administrators employed by the employer at Vance Air Force Base, Oklahoma; excluding all other employees including Program Manager Administrative Section, professional engineers, guards, watchmen, temporary employees and supervisors as defined in the National Labor Relations Act, as amended.

1.2 The term "temporary employees" is limited to employees hired for a period not to exceed 120 days or on a seasonal basis.

1.3 The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than 30 hours per week. If a "part-time employee" averages 30 hours or more per week during the two full pay periods prior to the end of a calendar month, they shall accrue Paid Time Off (PTO) benefits for that month as a full time employee. For any holiday which occurs during the following calendar month they shall qualify for holiday pay as a full time employee, if otherwise eligible.

1.4 The term "full-time employees" as used in the Agreement means employees who are regularly scheduled 32 hours or more per week.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Union recognizes that it is the function and right of the management to exercise its own judgment and discretion in developing processes which meet the standards of government requirements and customer acceptance, to meet competition, in order that its business and jobs and wages be protected. To attain these benefits the Union recognizes as included in, but not limited to, the following rights and duties of management:

2.2 Except insofar as it is specifically abridged by express provisions of this agreement, the management of the plants and the direction of the working forces are vested in the Company. This includes, but not limited to, the right to hire, retire, transfer, promote, demote, suspend for just cause, discipline for just cause, or discharge for just cause, the

making of rules not in conflict with this agreement, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, provided that this will not be used for the purpose of discrimination against any employee.

2.3 There shall be no unlawful discrimination in regard to hires, tenures, terms or conditions of employment, because of race, color, sex, age, religion, national origin, ancestry, disability not related to job performance, or because the individual is a disabled or Vietnam Era veteran; provided, however, nothing contained in this agreement shall in any way be construed to limit the right of the Company to discharge any employee or refuse to rehire any employee at the request of the Contracting Officer in order to comply with its obligation to the government of the United States of America under its contract with the Department of the Air Force.

2.4 The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable government security regulations when on government property and/or performing work for the government. Employees working on the program must submit to appropriate security screenings and searches and must apply for, receive and maintain any required government clearances. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the government to have the information.

In the event that the government revokes, suspends or refuses required security clearances, identification badges, contractor identification cards or other required credentials to perform work on Vance AFB or any of its associated locations, the Company will comply with the government's requirements which may include removing employees from the base and work areas and terminating their employment. In the event such action is taken, any review, challenge, or appeal shall be directed to the government Contracting Officer or Security Representative at Vance Air Force Base.

In the event that such government agency following the taking of such action advises the Company in writing that such an employee is no longer restricted from access to government-managed property or restricted from work on or access to classified information and material, the Company shall, at the employee's request, promptly reinstate the employee with seniority, to the same job classification subject to the applicable seniority provisions of the Agreement, so long as the notification from the government occurs within twelve (12) months of the original restriction.

If an employee is assigned to a work area in which the government requires a security clearance or NAC (National Agency Check) and is denied the security clearance or NAC,

whichever is appropriate, the employee shall be allowed to exercise his/her job bid rights under Article 4. If unable to transfer under Article 4 he/she shall be able to exercise his/her displacement options under the layoff provisions in Article 4 of the Agreement.

2.5 The Company shall be the judge of all matters pertaining to the location of operations, production schedules, and the methods, processes and means of manufacture or servicing and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities.

2.6 The Company and the Union acknowledge that the Company operations consist of providing base support services to the U.S. Air Force at Vance Air Force Base, Oklahoma, pursuant to a contract between the Company and U.S. Government, whereby the employer is required to perform the contracted for services in accordance with specified terms and conditions of the government contract.

2.7 The Company may implement and, from time to time, modify reasonable rules and regulations concerning methods to identify illegal work force and work place drug users and alcohol users and to fix and impose penalties for the violations thereof, ranging from reprimand to discharge.

ARTICLE 3

UNION SHOP AND CHECK OFF

3.1 All of the Company's present employees within the bargaining unit shall remain members of the Union as a condition of employment. All newly hired employees in the bargaining unit shall become members of the Union within 90 days after their date of hiring and shall remain members of the Union as a condition of employment, within the requirements of the National Labor Relations Act. To be a member of the Union a member must pay all initiation fees, Union dues and assessments uniformly required of all members. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues or, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

3.2 In the event that paragraph 3.1 becomes illegal, by reason of Oklahoma law prohibiting the Union shop, then the parties will substitute an agency shop provision for the Union shop provision if such substitution can lawfully be made. Such agency shop provision,

if legal, would require all employees in the bargaining unit to pay the Union an amount equal to Union dues, initiation fees, and assessments.

3.3 The Company will within 10 days after written notice from the Union discharge any employee who is not a member of the Union.

3.4 The Company agrees to a check off of Union dues, initiation fees and assessments for all employees covered by this agreement, provided that the Union delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this agreement, whichever shall occur sooner. The Company shall make deductions for each member from the last pay period of such member each month. The Company shall disburse to the Union the amount deducted within ten (10) business days following the end of the month in which the deduction is taken. Once Union deductions are taken, the Company will not make any reimbursements to employees, of any Union dues, initiation fees, and assessments.

3.5 Nothing contained in this article shall be construed to require the Company to violate any applicable law.

3.6 Employees shall not engage in Union organization activity or Union solicitation or collection of Union dues or assessments on working time.

3.7 The Union agrees to and does hereby hold and save the Companies harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this article, specifically including, but not limited to, the Companies' agreement to deduct dues, initiation fees and reinstatement fees from the employee's paycheck and the Unions assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

ARTICLE 4

SENIORITY

4.1 The purpose of seniority is to provide preference in layoff and recall to work, progression, job bidding and shift preference. In the application of seniority principles, the Company will give preference to seniority if other factors are substantially equal. For seniority to be applicable, the employee involved must have the ability, physical fitness, dependability and qualifications to perform the work involved.

4.2 Seniority is defined as the length of time since the last date of hiring by the Company or by all predecessor contractors at Vance. Employees who are transferred or promoted out of the bargaining unit and who return to the bargaining unit within six months will do so without loss of seniority via the bidding procedure in Article 4 to available openings.

4.3 Every new employee shall be a probationary employee for a period of ninety (90) calendar days from the date he/she first reports for work and during said probationary period he/she may be discharged at any time at the sole discretion of the Company and shall not have recourse to the grievance procedure or to arbitration. Probationary employees will not be eligible to bid on posted job openings.

4.4 In the event of a layoff the Company shall designate the number of employees to be laid off in each job classification, and in each such job classification the employees with least seniority shall be laid off first. An employee who is designated to be laid off or who is bumped may bump a less senior employee in his/her line of progression, but in no event can an employee bump a higher classified employee than themselves. Bumping rights must be exercised within 48 hours after an employee is notified that a layoff will take place. An employee who is bumped to a lower job classification will receive the maximum rate of his/her new job classification or his /her previous rate of pay, whichever is less.

4.5 Following any layoff, as employees are needed for recall they shall be recalled in reverse order to the order in which they were laid off. An employee who has bumped to a lower job classification in lieu of layoff will be offered recall to his/her previous job classification only one time. If he/she declines the offer he/she will not have further recall rights to his/her said previous job classification. When an employee returns to his/her previous job classification the employee shall receive his/her previous rate of pay plus any general wage increases and/or longevity wage increases they would have received if the layoff had not occurred.

4.6 Employees who are in layoff status and accept a full time job with the Company out of their line of progression shall forfeit all recall rights under paragraph 4.5 but shall retain all seniority and other benefits accrued prior to layoff.

4.7 Employees returning to full time jobs out of their line of progression as set forth in paragraph 4.6 shall acknowledge their forfeiture of recall rights under paragraph 4.5 by signing a statement to that effect on a form provided by the Company.

4.8 An employee's seniority shall be terminated, and he/she shall cease to have any rights under this article, in the following situations:

- (a) If the employee resigns or is discharged or accepts employment outside the bargaining unit covered by this agreement.
- (b) If the employee fails to respond to a written notice of recall within five work days of receipt.

- (c) If the employee fails to inform the personnel department of changes of address while he/she is on layoff.
- (d) If the employee is absent for three consecutive working days without reporting a reason sufficient to justify his/her absence. (Job Abandonment)
- (e) If the employee is on layoff or on leave of absence for two years.

4.9 "Qualified" and "qualified to perform the work" as used in this agreement shall mean possession of the required experience, if any, and required training, if any, and the ability to perform satisfactorily the required duties of the job and to meet standards of quantity and quality without the need of extensive training. In job classifications involving the storage or movement of property, employees must have the physical strength to frequently lift and carry large and cumbersome items and items up to 40 pounds.

4.10 Relative seniority for employees with the same hire date will be determined by the last four digits of each employee's Social Security number, i.e. the lowest number has the most seniority.

4.11 When a job becomes vacant and is needed to be filled, it will be posted for three working days, except that temporary jobs will not be posted. Any employee, except probationary employees, whether or not in the line of progression may sign or electronically sign the job posting notice in accordance with paragraph 4.14. Preference will be given in filling the posted job, except as provided in paragraphs 4.12 to the senior employee in the line of progression, who is qualified to perform the work and who has signed the posting notice before the close of the posting period. If the job is not filled by an employee in the line of progression, it will be awarded to the senior qualified bidder outside the line of progression. An employee in the line of progression in which the vacancy is posted, who has been on sick leave throughout the posting period and returns to work within three working days after the closing date, or who is on vacation throughout the posting period, may claim the posted vacancy within 24 hours after returning from vacation or sick leave, if it has been awarded to a less senior employee in the line of progression or to an employee outside the line of progression and if he is qualified to perform the work. An employee on sick leave or authorized absence will be allowed to have his/her name added to the posting during the posting period. This can be accomplished by a phone call to the Human Resources office or by signing a posting at one of the locations on base. If the employee on sick leave or authorized absence is the successful bidder, he/she has 10 work days from the posting closing date to return to work and assume the new position. Lines of progression are set forth in Appendix C attached hereto.

4.12

(a) Except for the positions expressly referenced in 4.12 (b), below, employees must meet one of the following criteria of qualifications before they are eligible to bid for a job classification in labor grade 5 or higher.

- (1) One year of documented experience relating to the job classification. (DD Form 214 or employment record)
- (2) Successful and documented completion of formal schooling equivalent to 6 months experience or 6 months of documented experience and completion of ECI course relating to the job classification.

(b) Before an employee is eligible to bid for one of the following job classifications, he/she must meet the requirements established for that classification as indicated below:

- (1) Lead positions in labor grade 10 or above require four years of documented related experience or four years of satisfactory performance in the line of progression.
- (2) Supply line of progression
 - aa. Labor Grade 6 - an employee must have completed the supply career field five-level ECI course. Personnel classified as Clerk, Inventory Management who complete the five level Supply ECI Course will be immediately reclassified to the Specialist, Materiel classification.
 - bb. Labor Grade 7 or above - an employee must have completed the supply career field seven-level ECI course, except for the classifications Lead, Freight and Specialist, Outbound Freight. These two positions require one year experience within the supply line of progression, but do not require completion of any supply career field ECI course.
- (3) Analyst, Computer Network
 - aa. two years experience as a Specialist, Network Sr. and a total of 4 years in the "computer" line of progression or
 - bb. a degree in computer science and two years computer network experience or

- cc. a minimum of 6 years dedicated Computer Network experience.
- (4) Analyst, System Administrator
- aa. two years experience as an Administrator, System Sr. and a total of 4 years in the “computer” line of progression or
 - bb. a degree in computer science and two years systems administrator experience or
 - cc. a minimum of 6 years dedicated systems administrator experience.
- (5) Assistant, Child Development Program and Assistant, Child Development Program PT, and Counselor, Center Youth Program and Counselor, Youth Center Program PT - must participate in and continue progress in required Air Force Military Child Development Training Modules. Upon successful completion of the modules the employee will be promoted to the job classification of Assistant, Child Development Program Sr. or Assistant, Child Development Program Sr. PT, and Counselor, Youth Center Program Sr. and Counselor, Youth Center Program Sr. PT, and upon completion of an Associate Degree in Early Childhood Education, the employee will be promoted to the job classification of Associate, Child Development or Associate, Child Development PT or Associate Counselor, Youth Center Program and Associate Counselor, Youth Center Program PT, appropriately and in accordance with Article 23.8 of this Agreement.
- (6) Associate, Child Development & PT, Associate Counselor, Youth Center Program & PT and Specialist, Youth Activities; an employee must have:
- aa. an associate degree in Early Child Education or
 - bb. a current Child Development Associate credential or
 - cc. a bachelor degree in Early Childhood Education or other related field.
 - dd. for the Specialist, Youth Activities, an associate degree in Teaching or Elementary Education.

- (7) Graphic Designer
 - aa. a Bachelor's Degree in Graphics Design and Digital Imaging or
 - bb. 4 years experience and satisfactory progress toward a degree in Graphics Design or
 - cc. a minimum of 4 years dedicated Graphic Design experience.
- (8) Administrator, Personnel
Bachelor's Degree or 2 years related experience in Human Resources, Payroll, and Business Administration.
- (9) Administrator, Payroll Sr.
Bachelor's Degree in a business or accounting related field or 4 years experience in payroll with human resources experience.
- (10) Associate, Administrative
Associate Degree or 2 or more years experience in office management.
- (11) Assistant, Administrative
Associate Degree or 4 years experience in office management.
- (12) Assistant, Administrative Sr.
Associate Degree or 6 years experience in office management
- (13) Specialist, Construction Contracts
Must have a minimum of four-years experience in Contract Administration or governmental related construction contracting. Minimum two-year college, four-year degree preferred in a related field.
- (14) Specialist, Local Purchase
Must have a minimum of four-years experience in Procurement or similar activity. Minimum of two-years college in a related field, four-year degree preferred.
- (15) Assistant Chief, Fire Prevention
Must have five-years fire department experience and be an IFSAC Certified Fire Officer III, Fire Inspector III, Fire Instructor II, Hazmat Incident Commander and Airport Fire Fighter.
- (16) Station Chief, Kegelman Field
Must have five-years Vance fire department experience and be an

IFSAC Certified Fire Officer III, Fire Inspector II, Fire Instructor II, Hazmat Incident Commander and Airport Fire Fighter.

- (17) Technician, Telecommunications
Minimum of five years telecommunications experience, three of which must be in communications installation.
- (18) Analyst, Telecommunications Planning
Minimum of five-years telecommunications experience, three of which must be in communications installation.
- (19) Associate Engineer/Contract Programmer
Minimum Requirements to Bid per Appendix L
- (20) Analyst, Information Technology/Telecom Planning
Three (3) years of documented Analyst experience in telecommunications and/or Information Technology or above at Vance Air Force Base or (DD Form 214 or employment record).

4.13 The posting notice shall state the job classification, the shift or shifts of the job, the pay rate or range, the location of the job and the closing hour of the posting period. The notice shall be posted on all bargaining unit official Union bulletin boards and on QMIS (select Personnel, Job Bids, Job Posting). Employees who desire to bid for the posted vacancy may do so by personally or electronically signing the posting before the close of the posting period. When a posted vacancy is filled by an employee who is in the same classification, succeeding vacancies in the same job classification which occur successively need not be posted but shall be filled, according to seniority, by qualified employees who signed the posting.

4.14 An employee who signs a posting may state the work area desired (which may or may not be a work area listed in the posting), and he/she will be assigned to such work area, regardless of shift, if it becomes available and if his/her seniority permits. If an employee does not state a desired work area he/she will be assigned to any work area, regardless of shift that becomes available, if their seniority permits. An employee who is transferred to a desired work area will not be allowed to bid on a posted vacancy for six months after such assignment, except for a posted vacancy which would provide the employee a higher labor grade.

4.15 Within one week after the close of the posting period, the Company shall determine whether there are any bidders who are qualified to perform the posted job. Current discipline for conduct demonstrating a lack of ability of the bidder to perform the work

may be used to determine the bidder's qualification to perform the posted job. The job will be awarded to the senior qualified bidder and the award will be posted on the official Union bulletin boards or on QMIS (if available). The successful bidder shall be assigned to their new job within ten working days after the job is awarded, unless production considerations require a longer delay and so long as it is the same Company.

Employees who are awarded a new job in a different Company shall be assigned to their new job within twenty-five working days after the job is awarded, unless production considerations require a longer delay.

4.16 The successful bidder may be returned to their former job classification, shift and section, if within fifteen (15) working days after beginning the new job classification he/she fails to perform the work satisfactorily, and such employee cannot within six (6) months thereafter bid for a posted vacancy in such new job classification. The employee (unless he/she has bid to a lower job classification in his/her line of progression) shall also have the right to return to his/her former job classification, shift and section any time within fifteen (15) working days after beginning his/her new job classification, in which event he/she cannot bid on any posted vacancy for six (6) months thereafter. The Company will have up to five (5) working days to return the employee to their former job classification, shift, and section after notification in writing by either party. This paragraph does not apply except when an employee changes job classifications.

4.17 If there are no qualified bidders who satisfy the requirements of paragraph 4.15, the Company may within two months fill a posted vacancy either from within or without the bargaining unit. If there are any bidders for a posted vacancy, but no qualified bidders who satisfy the requirements of paragraph 4.15, the individual filling the job, either from within or without the bargaining unit, must meet the same criteria of qualifications required of the bargaining unit employee who bid for the job. If filled from within, Article 4.16 will apply. If, after two months, the posted vacancy is still needed to be filled, it will be reposted.

4.18 A successful bidder cannot bid for another posted vacancy for six (6) months or twelve (12) months when the new job was with another Employer covered by this Agreement, after the date the new job is awarded to him/her unless the posted vacancy would provide the employee a higher labor grade, except a part-time employee bidding to a full time position shall not be restricted. A successful bidder on a lead position will not be permitted to bid on another position within one (1) year after the lead position is awarded to him/her.

4.19 An employee who successfully bids to a lower labor grade will not be allowed to bid on any posted vacancy within six (6) months after the vacancy is awarded to him/her,

except an employee successfully bidding to a lower labor grade from layoff status or any medical leave of absence, which precludes the employee's return to his/her current job, is not restricted from bidding.

4.20 An employee cannot have bids pending in more than one job classification at one time.

4.21 Preference in filling a shift or odd work week vacancy will be given by seniority to employees in the same job classification in the same section who have signed and filed applications for change and who are qualified for the vacancy. An application must be filed with the employee's supervisor. The shift or odd work week preference will be given by seniority no later than the work day prior to the date the job is posted. Successful bidder may bump for shift preference if seniority permits under Paragraph 4.22.

4.22 When an employee is transferred from one section or classification to another the employee may exercise his/her seniority in making a shift selection. An employee bidding on an odd work week shift may exercise his/her shift preference only on an odd work week shift if available.

4.23 Every 60 days the Company will furnish the Union a seniority list of the employees, by job classifications, in order of descending seniority. The current address of all bargaining unit employees will accompany the seniority list.

4.24 When a work section has multiple starting times within a shift (as defined in Article 5.6) and a vacancy occurs; the employees on that shift in that classification may exercise their seniority for start time preference no later than the work day prior to the date the job is posted. Individuals moving to that shift by virtue of job bid or shift preference application, etc., shall fill the final starting time vacancy.

4.25 An employee who is permanently medically disqualified from their current job classification may be awarded a job in a vacant classification that she/he is qualified for and is physically able to do. The job classification subject to award must be in the entry level Labor Grade for that Line of Progression. Terms and conditions specified in Article 4.11 shall not apply.

4.26 If an employee accepts and attends a job training course away from Vance AFB and the course and/or classes are scheduled for more than 10 days, the employee must remain in that Job Classification for twelve (12) months from the day of return from the training course. Exempt are job bids within the line of Progression or jobs relevant to the training course.

4.27 It is the intent of the parties that the provisions of Article 4 be used to provide opportunities for advancement by permitting employees to bid on positions which they intend to occupy, and not for the purposes of manipulating the wage rate structure.

4.28 Employees may exercise their seniority rights across Company lines with respect to job bidding, layoff and recall consistent with this Agreement. Bumping rights across Company lines may be utilized in the event of a layoff as provided in this article. In cases of employee transfer between PAE, AOC and DenMar Services, Inc. the Companies will provide a seamless transition with respect to hours of work minimizing, to the extent possible, the employee's loss of work hours during the transition. When possible, employee transfers from PAE or DenMar Services, Inc., or AOC will be effective on the first day of a calendar month, and transfers from DenMar Services, Inc. to PAE, or AOC will be effective the start of a workweek.

In effecting a transfer between the Companies, enrollment in the gaining Company's group benefits plans will be as seamless as possible under the provisions of the applicable Summary Plan Descriptions.

4.29 Following the completion of the layoff procedure as delineated in paragraph 4.4 the following "Overage to Shortage" system will be utilized to achieve the correct manning in each classification in each work section.

- (a) The Company will provide a list of overage and shortages in writing to the Union.
- (b) The movement of employees from one work section to another will be accomplished by first asking employees by: (1) seniority and job classification to volunteer in the "overage" section, to move to a "shortage" section; (2) lacking volunteers to fill the required manning, the less senior employee in the job classification in the "overage" section will be transferred to fill the same job classification in the "shortage" section.

Sections are currently established as possible work areas under the job bid and seniority provisions of Article 4.

New sections or changes of current sections must be negotiated with the Union.

The Company may evoke an "overage and shortage" for legitimate production requirements involving more than two (2) employees. All movement of employees is permanent work section changes.

ARTICLE 5
HOURS OF WORK

5.1 The purpose of this Article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of hours of work for any period. This Article does not apply to Firefighters.

5.2 The normal work day for each shift shall consist of eight hours, exclusive of lunch, except for those employees assigned to continuous duty operations.

5.3 The work week shall begin at 0001 hours on Monday.

5.4 The normal work week shall consist of 40 hours, and of five consecutive days, Monday, Tuesday, Wednesday, Thursday, and Friday, in which the sixth day is Saturday and the seventh day is Sunday.

5.5 The normal work week as provided in this agreement shall not apply to employees assigned to an odd work week, which shall consist of 40 hours and of five consecutive days, in which the employee's sixth and seventh days are other than Saturday and Sunday. Full time and Part Time employees assigned to an odd work week will be paid a differential of forty cents (40¢) per hour.

5.6 Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift:	Beginning at or after 4:00 a.m. but before 12:00 noon.
Second Shift:	Beginning at or after 12:00 noon but before 8:00 p.m.
Third Shift:	Beginning at or after 8:00 p.m. but before 4:00 a.m.

5.7 In the event of temporary reductions in staffing requirements as a result of a governmental directive impacting working requirements, such as no-fly days, goal days, family days, weather days, holiday shut-downs, delayed reporting time, base closure, and the like, where management does not require employees to work on such days, employees not required to work may utilize accrued unused PTO to cover time lost.

ARTICLE 6
OVERTIME

6.1 Overtime will be paid at the rate of one and one-half times the regular rate of pay as follows:

- (a) For all authorized hours worked or in pay status in excess of 40 hours in any regular work week for which overtime is not otherwise payable. The work week shall begin at 0001 hours on Monday.

- (b) For all hours worked in excess of eight hours in any calendar day (except Firefighters and Operator, ECC).
- (c) For all hours worked on paid holidays in addition to holiday pay provided by paragraph 7.4.

6.2 Overtime (which is defined as hours worked at a premium rate of pay) will be equalized within a spread of 50 hours for employees within an overtime group (which is all employees within the same job classification in the same section on the same shift who start within the same two hours time block, commencing with 0400 ending 0559, and so forth), provided however, that work in process need not be reassigned for the purpose of equalizing overtime. It is the Union's responsibility to maintain the overtime log, with management oversight. Overtime offered and refused shall be counted as worked, provided the employee(s) refusing is (are) the lowest employee(s) on duty in overtime hours in the overtime group. If it becomes necessary for the Company to require employee(s) to work overtime, it must first require the employee(s) on duty who is (are) lowest in overtime hours in the overtime group. Upon entering an overtime group an employee shall be assigned the maximum number of overtime hours accumulated by any employee in that overtime group. It will not be a violation of this paragraph for overtime work not to be offered on a given day to employees who are on vacation or otherwise absent from their scheduled work shifts. The Company shall not be obligated to offer overtime work to employees who sign a statement that they prefer not to work overtime, but such employees shall be considered lowest in overtime hours in the overtime group and shall be subject to overtime assignments. An employee who revokes a statement that he/she prefers not to work overtime shall be assigned the maximum number of overtime hours accumulated by any employee in that overtime group. The employee revoking the signed statement shall not be allowed to sign another statement for six (6) months from the date he/she is placed back into the Overtime Equalization Group Log. An employee who is absent from work beyond thirty (30) calendar days, for any reason, will be assigned the same overtime spread as when that employee last worked. If an overtime spread is greater than 50 hours at the end of a work week (midnight Sunday) and the excess beyond 50 hours does not result from overtime assignments which are permitted by this paragraph or from overtime worked off base, any employee below the 50 hour spread will be paid and charged for his/her number of hours below the spread. On October 1 of each year the employee with the lowest overtime hours in her/his overtime group will be logged as "0" zero on the Overtime Equalization Log. The overtime spread

between additional employees in that overtime group will be maintained and logged accordingly. This paragraph does not apply to Firefighters.

6.3 Paragraph 6.2 will apply to civil engineering EMCS operators, and other categories which have 24-hour coverage, except that shift assignments will not be a factor in determining overtime assignments. This paragraph does not apply to the fire department.

6.4 Based upon the Company utilizing a verifiable and documented log for annotating "call out" work and based upon the promise of "first" offering "call out" overtime to the appropriate classification lowest in overtime hours in the overtime group the Company and the Union would agree to count the attempted "call out" as overtime refused in maintaining the equalization of overtime as provided in Para 6.2 of the agreement.

6.5 Further when the above procedure is followed and the Company is unable to get a response to the "call out" from employees in the primary classification, and a qualified employee is called in by the Company from a different classification, and responds; the overtime hours offered will be logged as "refused" in the primary classification, and the overtime hours worked by the employee that "responds" will not be logged. The response must be voluntary and will not be utilized until "call out" overtime is first offered to the primary classification.

6.6 Overtime pay will not be duplicated for the same hours worked.

6.7 It is understood and agreed that the Company reserves the right to require employees covered by this agreement to perform overtime work in order to meet government contract requirements. When such overtime is required, affected employees will be given as much advanced notice as possible.

ARTICLE 7

HOLIDAYS

7.1 The Company recognizes the following eleven holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day before Christmas, and Christmas Day.

7.2 In addition to the above holidays presently recognized the Company agrees to observe any holidays declared as a legal holiday (either declared by Congress, or the President) and observed by the military where the government will pay the contractor.

7.3 Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared a legal holiday and generally observed by the military at Vance Air Force Base. Whenever one of the above holidays falls on Saturday, the

Friday immediately proceeding shall be observed, if officially declared a legal holiday and generally observed by the military at Vance Air Force Base. Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday. Christmas Eve will be observed on the day specified by the military at Vance Air Force Base as a Christmas Eve holiday for the Company. If no such day is specified by the military during Monday through Friday, Christmas Eve will not be observed by the Company and the employees who are eligible for Christmas Eve holiday pay will receive one day of paid leave in lieu of a Christmas Eve holiday, which must be taken before the end of the fiscal year, and scheduled in the same manner as vacation.

7.4 An employee on the active payroll of the Company, except Firefighters, shall, if otherwise eligible, receive holiday pay of eight hours at his/her regular rate of pay (16 hours for Vance Firefighters, 12 hours for Kegelman Firefighters; 12 hours for Vance Operators, Emergency Communications Center; 4 hours for part-time employees). In order to be eligible to receive holiday pay an employee must have worked or been paid for at least four hours of his/her scheduled shift on their last scheduled work day immediately preceding such holiday and must have worked or been paid for at least four hours of their scheduled shift on their first scheduled work day immediately following such holiday, however, supervisors may authorize unpaid absence (AA) for these hours.

7.5 The Company may, at its option, observe the above recognized holidays by closing the operation or scheduling work on them.

7.6 If work is scheduled for any holiday and an employee is notified but fails to work as scheduled, unless excused there from he/she shall not receive any pay for said holiday.

7.7 If one or more of the above holidays occurs while an employee is on an authorized vacation, he/she shall receive pay for such holiday or holidays as specified in this article.

7.8 There shall be no pyramiding of premium or overtime pay and nothing in this agreement shall be construed so as to require the payment of premium or overtime pay more than once for the same hours worked.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The term "grievance" as used in this agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this agreement which an employee has not been able to adjust with their immediate supervisor with or without

his/her steward, which shall be at the employee's discretion. Such grievances shall be handled as promptly as possible in accordance with the following procedure:

8.2 Step I: The grievance shall be reduced to writing by the Shop Steward in triplicate on a form to be mutually agreed upon by the parties, to be furnished by the Company, and to be presented to the employee's immediate supervisor by the Shop Steward. A Step I grievance meeting will be held within three (3) working days of the supervisors receipt of the grievance. The grievance shall be answered in writing by the supervisor within five (5) working days after the grievance meeting.

8.3 Step II: In the event the grievance is not satisfactorily disposed of under Step I hereof, it may be appealed by the Shop Steward to the director/manager or his/her designee, in the department where the grievance arose. A Step II grievance meeting will be held within five (5) working days of the director's/manager's receipt of the grievance. The grievance shall be answered in writing within five (5) working days after the grievance meeting.

8.4 Step III: If the grievance has not been satisfactorily disposed of under Step II hereof, it may be referred by the Grievance Committee to the Human Resources Manager or his/her designee for PAE or DenMar Services, Inc. An agenda of grievances must be submitted by the Union to the appropriate Company's representative or his/her designee 48 hours prior to the scheduled meeting. The appropriate Company's representative or his/her designee shall render a decision in writing within five (5) working days after adjournment of the meeting. A full time representative of the Union shall be permitted to be present and participate in all Step III meetings if the Union so desires. The Chairman of the Grievance Committee or his/her designee shall be spokesman for the Union. The appropriate Company's representative or his/her designee shall be spokesman for the Company. There shall be no obligation on the part of the Company or the Grievance Committee to discuss any grievance which does not appear on the agenda, except by mutual agreement.

8.5 Unless a grievance shall be appealed within five (5) work days after the decision in Step I and within five (5) work days after the decision in Step II of the grievance procedure, such grievance shall be deemed to have been settled. Such decision shall be final and binding on the Company, the Union and the employee or employees involved. A decision rendered on a grievance in Step III of the grievance procedure shall be final and binding upon the Company, the Union and the employee or employees involved, and the grievance shall be deemed settled in accordance therewith, unless it is subject to and arbitrated as provided in Article 9 of this agreement. The time limits in this article may be extended by written mutual agreement.

8.6 Any grievance must be filed as provided in this article within ten (10) working days from the date it occurred or the date the grievant should have reasonably known. No wage claim shall be valid for a period of more than 30 calendar days prior to the filing of the grievance.

8.7 Policy grievances may be presented in duplicate in Step III (paragraph 8.4). A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees as distinguished from a grievance affecting an individual employee.

8.8 The written grievance shall set forth the complaint and remedy sought, the number of the article and paragraph of this agreement, which is claimed to be the basis for the filing of the grievance, and this, together with any accompanying statements, shall be dated and signed by the complaining employee and by the Shop Steward presenting the grievance; provided, however, that the Shop Steward and the complaining employee may amend the grievance and the Company may amend the answers prior to the decision in Step II. After the decision in Step II, amendments shall be made only by mutual agreement.

8.9 After the Company representative has made a reply to a grievance in any step of the foregoing procedure, there shall be no obligation of such representative to discuss or consider the matter further.

8.10 To obtain a Shop Steward, the complaining employee should request his/her immediate supervisor to request the Shop Steward's immediate supervisor for the Shop Steward to be sent to the location of the complaining employee. The grievance shall be handled as expeditiously as possible and the Shop Steward shall then return promptly to his/her immediate supervisor.

8.11 Should it be necessary for a Shop Steward to contact a director or his/her designee for the purpose of processing a grievance to Step II, in accordance with paragraph 8.3 of this article, the Shop Steward shall obtain from his/her immediate supervisor permission to phone the director or his/her designee, for an appointment with the director. The grievance shall be handled as expeditiously as possible and, upon completion of which, the Shop Steward shall return promptly to his/her immediate supervisor.

8.12 When it is necessary for a member of the Grievance Committee to leave his/her job for the purpose of attending Step III meetings as provided herein, such Union representative shall first notify his/her immediate supervisor (or, when not available, the immediate supervisor or director) and obtain permission to leave.

8.13 Union Shop Stewards will be allowed to spend such time as may be necessary or reasonable in handling grievances as provided in Step I and Step II of paragraphs 8.2 and 8.3 of this article without deduction of pay, provided that no part of such time shall be spent in soliciting grievances. The Grievance Committee will be allowed to spend such time as may be necessary or reasonable in attending meetings with management, as provided in Step III of paragraph 8.4 of this article without deduction of pay, provided that no part of such time shall be spent in soliciting grievances.

8.14 An employee having a grievance shall be given a reasonable time to take the grievance up with the proper Union representative during working hours without loss of pay to the employee, but he/she shall first obtain permission of their immediate supervisor.

8.15 Each of the parties hereto agrees to cooperate with the other to reduce to a minimum the time spent by Union representatives in handling, presenting and adjusting grievances.

8.16 In computing time limits under this article, except as otherwise provided, unscheduled work days and holidays shall not be counted.

8.17 Discipline shall be given for violation of work rules within ten (10) work days after the Company becomes aware, or should have reasonably known of the violation(s) unless extended by mutual agreement of the Union and the Company. Should the Company find it necessary to discharge an employee for cause, it shall give notice to the Union within twenty four (24) hours after the discharge becomes effective. A grievance arising out of discharge or disciplinary suspension, which is felt to have been made without cause, must be filed with the appropriate Company's representative as shown in paragraph 8.4 or his/her designee, of the Company, within ten (10) work days after such discharge or suspension. The appropriate Company's representative or his/her designee shall render a written decision within five work days after the grievance hearing at Step III (paragraph 8.4).

ARTICLE 9

ARBITRATION

9.1 Insofar as a grievance shall involve the interpretation or application of the provisions of this agreement and has not been disposed of satisfactorily in accordance with Step III of the grievance procedure as set forth in Article 8, it may be submitted to an impartial arbitrator in accordance with the provisions of this article. The parties agree to cooperate in the process of selecting an arbitrator, and scheduling an arbitration, recognizing that it is in the best interest of the parties, and the members of the bargaining unit to have pending disputes resolved in an expeditious manner.

9.2 The Union shall within 30 calendar days of the decision in Step III of said grievance procedure give written notice of such intention to the Company. The Union shall also request the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. Upon receipt of and from such list, the parties will attempt to mutually select an arbitrator acceptable to both parties. If an arbitrator from such list is not mutually selected within five work days after receipt of such list, the Company and the Union will choose the arbitrator by alternately striking one name from such list until only one name remains, and that person shall be the arbitrator. The right to strike the first name shall be determined by lot. No later than ten (10) business days after receiving available dates from the arbitrator the parties must agree on a date for arbitration giving preference to the earliest dates provided by the arbitrator.

9.3 The arbitrator shall consider only those issues, including any amendments that were made pursuant to paragraph 8.8, which have been properly carried through all steps of the grievance procedure. The arbitrator shall afford to the Company, the Union and the employee or employees involved, a reasonable opportunity to present the evidence, witnesses, and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his/her decision shall be confined to a determination of the facts and the interpretation or application of the specific provisions of this agreement at issue. The arbitrator shall be bound by the terms and provisions of this agreement and shall have authority to consider only grievances presenting solely an arbitral issue under this agreement. The decision of the arbitrator shall be rendered as soon as practicable after the hearing with the intent to meet FMCS guidelines for timeliness. The arbitrator's decision shall be final and binding on the Company, the Union, and the employee or employees involved, subject to the limitations specified in this agreement.

9.4 The compensation of such arbitrator for their services and expenses in connection with the case or cases submitted to them shall be shared equally between the Company and the Union.

9.5 The Company and the Union may mutually agree to submit any other question that herein is expressly provided to the arbitrator for determination.

ARTICLE 10

STRIKES, LOCKOUTS AND WORK STOPPAGES

10.1 The Union, its officers and members agree that for the duration of this agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work or any acts of any nature which would interfere with production and no picketing of any kind. Failure or refusal on the

part of any employee of the Company to comply with any and all provisions of this article shall be sufficient grounds for penalty or discharge. The Company agrees that for the duration of this agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

10.2 The responsibility of the Company or the Union for acts of employees, members or other persons shall depend upon the agency of such persons.

ARTICLE 11

LEAVE OF ABSENCE

11.1 Employees elected or selected to full time jobs in the Local Union or the International Union, which takes them from their employment with the Company, shall upon written request to the Company receive a leave of absence, without pay, for a period equal to their tenure of employment with the Union.

11.2 Upon completion of their leaves of absence during the existence of this agreement, they shall be re-employed according to their seniority in work generally similar to that which they did last prior to leaving, at the wage rates existing at the time of their return, provided such work is available for them according to their seniority, and they are qualified to perform such work. Seniority shall accumulate during such leaves of absence.

11.3 Leaves of absence without pay for Official Union Business will be granted by the Company on three days written request of the Union provided the absence does not adversely impact mission requirements. Employees on Union LOA at any one time will not exceed fifteen (15). It is the intention of the Union to honor and respect the requirements of production in requests for leaves of absence for Union business. When permitted by mission requirements, the Company will waive the three-day notice when requests are of an emergency nature. Seniority will accumulate during such leaves of absence.

11.4 Leaves of absence for sickness, accident or pregnancy will be granted employees for a period not exceeding 30 days, provided the employee furnishes satisfactory proof of such disability prior to granting such leave. If the disability for such sickness, accident or pregnancy continues beyond the 30 days, the leave of absence shall be extended, provided the employee furnishes the Human Resources Manager for PAE, AOC and DenMar Services, Inc., with a report from a reputable physician stating the necessity for such extension, but the leave, whether paid or unpaid, cannot exceed a total of 12 consecutive months. Leaves of absence without pay for serious health conditions will not be

approved until after the employee has taken all accrued PTO and banked sick leave. Seniority will accumulate during such leaves of absence.

11.5 Leaves of absence without pay for relatively short periods may be granted by the Company to employees for personal reasons, and seniority shall accumulate during such leaves.

11.6 Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Oklahoma will be given leave of absence and shall accrue seniority while on such leave.

11.7 Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted.

11.8 All applications for a leave of absence shall be made in writing by the employee on a form timely provided to the employee by the Company, and if approved, or disapproved, the employee will be so notified in writing.

11.9 Employees returning to work after a leave provided in 11.4 and/or 11.6 will provide a fitness for duty certification from his/her health care provider, certifying that the employee can perform the essential functions of his/her job, with, or without, reasonable accommodation. Employees who require reasonable accommodation or seek "light duty" work upon return to work must either provide the proper medical evidence of such required accommodation or light duty requirement or agree to independent medical evaluation by a physician of the Company's choosing and appropriate time for management to make the evaluation of the capabilities to provide such accommodation or duty. The Company "light duty" policy for early return to work is posted at conspicuous locations for informational purposes to employees. The Company shall provide the Union with a copy of such policy and subsequent amendments, if any.

11.10 Military Leave Pay: Employees ordered to active duty for training purposes with the National Guard or organized Military Reserve units, will be granted a leave of absence, provided the employee furnishes the Company a copy of the military orders at the time the leave of absence is requested. Employees granted such leave will be paid the difference in the earned military base pay (base plus longevity pay) that the employee received while on military leave and the pay he/she would have received had they worked their regular schedule during the leave of absence, not to exceed ten (10) work days each government fiscal year. In order to be eligible for military leave pay, the employee will be required to

furnish the Payroll Department a certificate signed by his/her Commanding Officer setting forth the amount of military base pay earned during their leave period.

11.11 Funeral leave of three (3) days will be provided for full time Company employees when an employee loses time due to a funeral or interment of a member of their immediate family. Full time Company employees who are required to travel 500 miles or more from Vance AFB to attend the funeral or interment of a member of their immediate family will, upon advance request and proof of such travel, be granted one additional paid day of Funeral Leave. Part-time employees will be paid four hours at their basic hourly rate for any of three consecutive days, if they are scheduled to work and are provided funeral leave: the day prior to, the day of, and the day after the funeral or interment. Funeral leave pay for Firefighters shall not exceed 32 hours pay in any event. Funeral leave will be paid only upon request and with accompanying written particulars for each day of funeral leave requested. Funeral leave will be authorized according to the individual circumstances of each case. Members of the immediate family include the employee's father, mother, spouse, sister, brother, children, grandchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, son-in-law, daughter-in-law and spouse's grandparents. "Children" includes a foster child who dies while placed in the employee's home by a State agency. Funeral leave shall not be payable except for normal work days lost from work, and shall not duplicate vacations, holidays or paid leave (such as sick leave, jury leave, or military leave) nor include premium pay.

11.12 The Company and the Union agree to comply with the Americans with Disabilities Act and Family & Medical Leave Act and their respective guidelines or regulations, as well as changes thereto. Request to extend the leave beyond 12 weeks requires approval of the Program Manager. If both spouses work for the Company, total leave in any 12 months period may be limited to 12 weeks if taken to care for a sick parent, birth, or adoption of a child. Consideration is given for use of accrued sick leave. PTO leave taken is subtracted from authorized 12 weeks of leave. Sick leave and PTO leave credits are earned during the leave period at the same rate as if the employee was actively at work. An employee retains uninterrupted service status during this leave period. An employee returning from leave is reinstated to original job or position of like status and pay. If a reduction-in-force took place during the leave period the employee is treated as any other reduction-in-force employee at the time leave expires. Where feasible, for all categories of leaves of absence, an employee must provide his/her supervisor with an advance written request of a leave of absence in excess of eight hours by means of the Request for Leave form.

11.13 The Companies shall continue to pay the Company's contribution to an employee's medical and prescription drug programs and Dental and Vision for the duration of any approved leave for up to one calendar year (12 months) from the effective date of the leave provided the employee makes timely payments to the Company of the employee's contributions. For employees electing to continue coverage, such payments shall be made within 30 days of the due date as provided by Human Resources. If payments are not made, coverages will be terminated and any outstanding balances will be withheld from the employee's check upon return from leave, or withheld from the employees final check issued by the Company, or billed to the employee should the employment terminate and not due any payment from Company.

11.14 Upon returning from an approved leave of absence under Article 11 of the Agreement (exclusive of Para. 11.1, 11.2); an employee shall return to their same classification, section, shift, and starting time held prior to such leave of absence.

11.15 When an employee returns to work from a Leave of Absence and is delayed from reporting due to the requirement to have a drug screen, the employee will be paid for all time lost (not otherwise covered by Insurance or Workers Compensation).

ARTICLE 12

PAID TIME OFF

12.1 Paid Time Off (PTO) replaces Vacation, Sick Leave and Personal Leave. Any unused sick leave balances in effect at the time of conversion in June of 2003, will remain available to the employees under the provisions of Article 13, Banked Sick Leave.

12.2 Paid time off (PTO) credit shall be accrued at the rates shown below. PTO credits will be immediately vested as accrued. The minimum hours that must be worked or paid in a pay period to earn PTO credit is also shown below. Newly hired probationary employees may not use accrued PTO until they successfully complete their probationary period. An employee who fails to complete their probationary period will not receive payment for accrued PTO. PTO will be paid at the employee's regular straight-time hourly rate in effect at the time the hours are used.

Seniority Years	Paid Time Off Credit	Full Time	Firefighter	Operator ECC	Part Time
0 to 8	Hours a Year	160	192	168	80
0 to 8	Hours a Bi-Weekly Pay Period	6.1538	7.3846	6.4615	3.0769
8 to 12	Hours a Year	200	240	210	100
8 to 12	Hours a Bi-Weekly Pay Period	7.6923	9.2308	8.0769	3.8462
12 to 20	Hours a Year	240	288	252	120
12 to 20	Hours a Bi-Weekly Pay Period	9.2308	11.0769	9.6923	4.6154
20 or Over	Hours a Year	280	336	294	140
20 or Over	Hours a Bi-Weekly Pay Period	10.7692	12.9231	11.3077	5.3846
Minimum hours that must be worked and/or paid by the Company in a bi-weekly pay period to accrue Paid Time Off for that period.		11 Hrs	13 Hrs	12 Hrs	6 Hrs

Table 12.1

12.3 In scheduling Paid Time Off (PTO) the Company will attempt to meet the desires of the employees, but all PTO scheduling shall be subject to the work requirements. When other factors are equal, preference in scheduling PTO shall be given by seniority, but employees cannot assert this preference during the six weeks immediately preceding the date on which a less senior employee's scheduled PTO is to begin. An employee bumping a less senior employee must take the PTO at the scheduled time for which the employee bumped, except in the case of illness in which the employee is unable to work. Approved PTO will not be canceled or rescheduled by the Company except when necessary due to production requirements or a bona fide emergency situation affecting employees and their availability for work. Approved PTO will not be canceled or rescheduled by employees except with permission of the supervisor. A written or e-mail request for PTO will be considered "approved" unless the employee is notified by the Company of the "denial" and reason. Such denial of PTO leave must be provided to the employee within seventy-two (72) hours (not including weekends).

12.4 If an employee's scheduled PTO is canceled by the Company and the employee is not permitted to reschedule their PTO within one year after the year in which it was earned because of production requirements, such employee shall receive pay in lieu of the PTO hours canceled at their regular rate of pay in effect when payment is made.

12.5 An employee may split their PTO or take weeks consecutively. After completing

their probationary period an employee may take their scheduled or approved PTO in increments as provided for in Paragraph 12.6.

12.6

- (a) PTO approved by the supervisor will be considered scheduled PTO and may be used in one-tenth (0.1) hour increments or more.
- (b) When an employee leaves after reporting to work because of illness or injury PTO or banked sick leave will be used in one (1) hour increments.
- (c) Paid Time off for illness or injury will be deducted from the banked sick leave or PTO at the employee's option.
- (d) "Call in" Unscheduled PTO (non consecutive) will be taken in four (4) hour increments for the first four hours and in one tenth of an hour increments after that.
- (e) The fourth and any additional (non consecutive) "Call In" Unscheduled PTO requests in a 30 day period will be taken in eight (8) hour increments for the first eight hours and in one tenth (0.1) of an hour increments after that.

12.7 An employee utilizing "Call In" unscheduled PTO will state the purpose as "Sick Leave" or "Vacation Leave" when using the provided telephone "call in" number.

- (a) Individuals using unscheduled PTO for Sick Leave that have less than twenty-four (24) hours of combined (twelve (12) hours for Part-time) PTO credit or banked sick leave will be considered in an unauthorized absence status unless they return with a written statement from a reputable physician substantiating an authorized absence.
- (b) Individuals who have an established pattern of "call Ins" on specific days or around holidays will be considered in an unauthorized absence status regardless of the amount of PTO credit or banked sick leave. Employees must have been notified by Management of a pattern absenteeism prior to the application of subparagraph (b).
- (c) An employee must have 80 hours (40 hours or more for Part-time) or more of PTO credit to utilize "Call In" unscheduled PTO for "Vacation Leave" purposes.
- (d) Individuals using "Call In" unscheduled PTO for "Vacation Leave" that have less than eighty 80 hours (40 hours or less for Part-time) of PTO credit will

be considered in an unauthorized absence status. (Company Rule 6 will apply).

12.8 Employees who “Call In” for Unscheduled PTO must do so before the beginning of their normal shift. Each employee will be informed of the telephone call-in number for the employee's department.

12.9 Employees who are terminated for any cause or who are laid off will receive earned pay to include earned but unused PTO on the first regular pay day following the termination or layoff.

12.10 Hours spent by the Union Negotiation Committee in negotiations with the Company will qualify for PTO Accrual.

ARTICLE 13

BANKED SICK LEAVE

13.1 Unused paid time off will become banked sick leave the calendar year following the calendar year of accrual. This time will be retained in an individual sick leave "bank." The unused sick leave "bank" cannot exceed the maximum shown at the bottom of Table 13.1. In no event will employees be paid for unused banked sick leave.

Seniority Years		Full Time	Firefighter	Operator ECC	Part Time
0 to 8	Maximum PTO (hour) balances as of the last Sunday of each Year thereafter	160	192	168	80
8 to 12	Maximum PTO (hour) balances as of the last Sunday of each Year thereafter	200	240	210	100
12 to 20	Maximum PTO (hour) balances as of the last Sunday of each Year thereafter	240	288	252	120
20 or Over	Maximum PTO (hour) balances as of the last Sunday of each Year thereafter	280	336	294	140
Unused banked sick leave maximum balances In hours		1200	1200	1200	600

Table 13.1

13.2 Employees shall use accumulated PTO and banked sick leave to supplement short term disability insurance, long term disability insurance, or workers compensation temporary disability payments to equal their normal pay. When an employee is on medical leave of absence and is not receiving weekly benefits from short term disability, long term disability, or workers compensation payment, and has exhausted his/her banked sick leave

and elects to use PTO for weekly benefits, all PTO must be used in full shift increments until exhausted.

13.3 Making a false claim for sick leave, or misrepresenting any material facts in applying for sick leave, will be cause for immediate discharge.

ARTICLE 14

JURY AND COURT WITNESS PAY

14.1 If an employee is summoned for jury duty, he/she shall deliver to the Company the summons calling the employee for such jury duty within 72 hours after it is received by him/her. An employee who fails to deliver to the Company his/her jury summons within said 72 hours after receiving it shall not be entitled to the benefits provided by this article.

14.2 If an employee is not excused from jury duty he/she shall be paid at straight time rates for any hours (not exceeding 16 hours for Vance Firefighters, 12 hours for Kegelman Field Firefighters, 8 hours for all other employees per day, except 4 hours for part-time employees) spent on or sequestered for jury duty which the employee otherwise would have worked. In no event shall payments under this article duplicate vacation pay, holiday pay, sick pay, or any other paid absences and in no event shall payments under this article be paid during any leave of absence, layoff or absences due to an injury covered under Workers' Compensation provisions.

14.3 The Company shall not be obligated to pay, under this article, for more than 20 working days in any one fiscal year.

14.4 In the case of an employee working a shift other than the day shift, the Company shall transfer the employee temporarily to the day shift and pay the employee the applicable wage rate in accordance with this article while serving on jury duty.

14.5 Any employee summoned for jury duty shall return to work when not actually required by the Court to be in attendance for jury duty if employee is excused from jury duty for a half shift or more before the end of their shift. Certification from the court clerk must be obtained and turned in to the payroll section for all dates the employee is required to appear. Failure to comply with the requirements of this paragraph shall cause all benefits payable under this article to be forfeited.

14.6 The provisions of this article shall apply if an employee receives a legally valid subpoena to serve as a witness in a court case to which he/she is not a party either directly or as a member of a class.

ARTICLE 15
FIREFIGHTERS

15.1 Except at Kegelman Field, the work day for Firefighters will commence at 1800 and will end at 1800 the following day, and Firefighters will work three days per week. The work day for the Assistance Chief, Fire Prevention, and Inspector Fire Prevention normally shall be eight (8) hours per day for five (5) days a week.

15.2 At Kegelman Field, the work day for Firefighter will normally commence in the 0600 to 0900 time frame and end in the 1800 to 2100 time frame the same day, and Firefighter will normally work 12 consecutive hours per day, four days per week.

15.3 Except at Kegelman Field, Firefighters, the normal work schedule envisions an eight (8) hour unpaid rest period. If a firefighter is called in to cover an entire shift due to absence, and is in an overtime condition as a result of the call-in, and the call-in period includes the normal rest period, he will be compensated for sixteen (16) hours work at time and one-half. Up to 8 hours at straight time. Unless 19 hours are actually worked, the entire call-in shall be paid at the appropriate rate.

15.4 All training initiated by the Company (as distinguished from training initiated by the Air Force) will be completed by 1630 hours when possible. Saturday training will be completed by 12:00 noon when possible. Sunday and holiday training will be avoided when possible.

15.5 Operators, ECC will be scheduled three (3) twelve (12) hour shifts and one (1) six (6) hour shift per week. Shift premiums, if applicable, will be paid according to the shift (as defined in paragraph 5.6) when the employee begins work.

15.6 Firefighters at Vance will be responsible for inspection and minor barrier maintenance and they will provide support for barrier change-outs.

15.7 Firefighters at Kegelman Field will be responsible for the daily cleaning of the runway supervisory units and barrier maintenance as required.

15.8 Overtime (which is defined as hours worked at a premium rate of pay) will be offered to Firefighters lowest in overtime hours first and in ascending order thereafter in an overtime group (which is all Firefighters within the same job classification) where overtime is required. Overtime offered and refused shall be counted as worked, provided the employee(s) refusing is (are) the lowest employee(s) in overtime hours in the overtime group and not on vacation or sick leave status. Upon returning from an absence (absence for any reason) a maximum of seventy-two (72) hours of make up overtime will be allowed. If it becomes necessary for the Company to require employee(s) to work overtime, it must first

require the employee(s) who is (are) lowest in overtime hours in the overtime group. Upon entering an overtime group an employee shall be assigned the maximum number of overtime hours accumulated by any employee in that overtime group.

15.9 The relief crew shift will not rotate. Employees presently working the relief crew shift who desire to remain on the relief crew shift will be allowed to. Relief shift openings shall be filled by classification per the Job Bid Process delineated in Article 4 of the agreement.

15.10 For Firefighters, and Operators, ECC a three day suspension shall not exceed twenty four (24) hours loss of pay.

15.11 Personnel covered by this article must meet Air Force certification requirements.

15.12 In the Fire Department when a calendar holiday (as opposed to an observed or a designated holiday) falls on a Saturday or Sunday, the overtime provisions of Article 6 will be applicable to the actual calendar holiday worked. The preceding applies to New Years Day, Independence Day, Veterans Day, the day before Christmas, and Christmas Day.

15.13 Pre & Post Inspections shall be accomplished during normal duty hours by the Fire Inspector classification. In the absence of the Fire Inspector, shift personnel will accomplish the inspections.

ARTICLE 16

SAFETY AND HEALTH

16.1 The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

16.2 The Company shall notify the Union of all lost time injuries which occur on the base to bargaining unit employees, within a reasonable time.

16.3 The Union and the Company shall continue to address safety issues via the Joint Safety and Health Committee comprised of at least three (3) members appointed by the Union (not more than two (2) from any one functional area) and three (3) appointed by the Company a seventh (7th) member shall be jointly selected by the parties and may come from any responsible source and shall be the Chairman. Committee members serve for a maximum period of 12 months from the date of appointment

16.4 The Joint Safety and Health committee shall meet monthly, or as may be required to meet safety concerns or at the call of the Program Manager. The Union committee

members will be released from their work areas to attend these meetings, subject to mission requirements

16.5 The Joint Safety and Health Committee shall be responsible to investigate and evaluate any reports of safety conditions which have resulted in either a close call or accident and to develop a jointly agreed plan for corrective action

16.6 The Joint Safety and Health Committee Chairman shall track the progress of corrective action taken, and document same.

16.7 For each meeting of the Joint Safety and Health Committee, both the Company and the Union members of the Committee may submit agenda items for each meeting and the chair shall be responsible to consolidate and monitor that agenda for the meeting. Guests may attend such meetings if jointly agreed between the Joint Safety and Health Committee members.

16.8 Action items resulting from each meeting shall be published and posted on QMIS and submitted to the Program Manager or his/her designee for consideration

16.9 The Chairman of the Joint Safety and Health committee shall submit an annual report of activities completed jointly to the Program Manager and the President of the Union's Local Lodge.

16.10 The Company and the Union are committed to providing outstanding safety for the workforce through cooperation.

ARTICLE 17

HPWO PARTNERSHIP

17.1 The HPWO Partnership Agreement provides that one (1) Union Coordinator and one (1) alternate Union Coordinator can advance the HPWO and enrich the partnership between the Company and the Union. This individual will meet (at a minimum) quarterly with a member of Senior Management.

The purpose of these meetings will be for the Coordinator to share what activities, projects, and/or improvement activities are being addressed. Minutes of these meetings will be published.

Compensation for the HPWO Coordinator responsibilities shall be one dollar (\$1.00) per hour additive to their base rate of pay for all hours worked. The alternate Union Coordinator will receive the (\$1.00) per hour only when filling in for the Union Coordinator.

17.2 The goal of management and the Union is to foster a climate where employees are encouraged to recommend more efficient and economical ways of fulfilling our contract with the government and new business ideas without fear of layoff or reduced compensation.

Ideas, and initiatives originated by workers will not result in a loss of employment or reduced pay and benefits for any full time or part time employees. The Company will use attrition, reassignment, and business growth as management tools to accomplish this goal.

It is understood that thru no fault of the Coordinator or the Company, should there be no accomplishments, activities or on-going incentives to improvement after a period of one (1) year, the Program will no longer continue to be in existence.

ARTICLE 18

BULLETIN BOARDS

18.1 The Company agrees to provide bulletin boards to be mutually agreed upon by the Company and the Union for exclusive use of the Union at appropriate places in the operation for the purpose of legitimate business of interest to the employees as follows: (a) notice of meetings, (b) notice of official Union elections and results, (c) notice of official Union appointments, and (d) any other notice which shall be specifically approved in writing by the Human Resources Manager or his/her designee.

18.2 It shall be the responsibility of the Shop Steward to post authorized notices and such notices shall include only those specified above. The Shop Steward shall obtain permission from his/her supervisor immediately prior to posting such notices. Such notices shall have suspense dates and be removed accordingly by the Shop Steward.

ARTICLE 19

GROUP INSURANCE

19.1 Full time employees may participate in the Companies' group insurance plans offered by their Company as described in Appendix B, Appendix C, or Appendix D of this Agreement. Full-time employees will be offered coverage in the IAM Benefit Trust Fund Medical Plan, Dental Plan, and Vision Plan. Employees should understand that the Companies have different group insurance plans which are not transferable between Companies (supplemental).

- (a) Effective January 1, 2016, full-time employees who are not currently enrolled in an IAM Benefit Trust Fund medical plan will be auto-enrolled in the employee only level of coverage in the IAM Benefit Trust Fund Plan H002. Employees may choose to change their election to the IAM Benefit Trust Fund Plan H001 during the company's annual enrollment period or with a qualifying life event.
- (b) Employees who choose to waive medical coverage must show proof of minimum essential coverage as defined by the IRS.
- (c) Employees who do not elect medical coverage, and who show valid proof

of other coverage as described above, will receive an opt-out payment of \$80.00 per bi-weekly pay period.

- (d) For employees who elect medical or who are auto-enrolled in medical, the company and the employees will share in the cost of the plans as follows:

Effective 2016

IAM Benefit Trust Fund Plan H001

Employee Only: Company will pay 100%

Employee + One: Company will pay 80%; employee will pay 20%

Employee + Family: Company will pay 80%; employee will pay 20%

IAM Benefit Trust Fund Plan H002

Employee Only: Company will pay 100%

Employee + One: Company will pay 80%; employee will pay 20%

Employee + Family: Company will pay 80%; employee will pay 20%

Effective 2017

IAM Benefit Trust Fund Plan H001

Employee Only: Company will pay 90%; employee will pay 10%

Employee + One: Company will pay 80%; employee will pay 20%

Employee + Family: Company will pay 80%; employee will pay 20%

IAM Benefit Trust Fund Plan H002

Employee Only: Company will pay 95%; employee will pay 5%

Employee + One: Company will pay 80%; employee will pay 20%

Employee + Family: Company will pay 80%; employee will pay 20%

If dental and or vision are elected through the IAM Benefit Trust Fund, the Company will pay 80% of the cost of the plan.

The below Flex Credit amounts are based on the employee's level of coverage elected with the IAM Benefit Trust Fund Medical Plans:

	<u>Waive</u>	<u>EE Only</u>	<u>EE+1</u>	<u>EE+ Family</u>
Current Year	\$1.00	\$5.80	\$8.90	\$11.90

Plan effective until January 1, 2016

19.2 The elected Business Representative of the Local Union, if an active Company employee at the time of election, may keep the insurance in force for a period equal to their tenure of employment with the Union by paying the full monthly premiums.

ARTICLE 20

GENERAL

20.1 Supervisory employees shall not be permitted to perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, experimental or work of a special mechanical nature, when necessary, or to instruct employees properly. The term "emergency" is defined to mean an unforeseen combination of circumstances which call for immediate action.

20.2 Employees who are sent away from Vance Air Force Base to perform work for the Company will be furnished appropriate transportation. Employees are not authorized to use their personal owned vehicles (POV) for Company business unless authorized in writing by proper management authority. Per Diem (lodging, meals & incidental expense, M&IE) will be paid in accordance with the current policies and rates as listed in the JFTR. Any additional cost for reasonable lodging above the rates listed in the JFTR will be paid by the Company upon presentation of the receipts by the employee, if approved by proper management authority.

20.3 Employees will receive their bi-weekly paycheck or direct deposit confirmation on Company time every other week.

20.4 The Company will designate smoking areas not in violation of Air Force and insurance regulations, and employees may smoke during such times as the Company may designate.

20.5 Employees will be allowed one scheduled 15 minute rest period before and one 15 minute rest period after lunch in each complete scheduled work day, the time of and zones for such period to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Those employees assigned to continuous duty operations (straight 8) will be permitted break periods consisting of 30 minutes total, approved by the supervisor as work load permits, normally configured in three periods of 10 minutes each spread throughout the work day.

Employees required to work overtime shall be entitled to a rest period at the beginning of the overtime period if at least two hours overtime is scheduled, and after each two full hours of overtime work thereafter, but, not at the end of the overtime work. Employees must work up to the start of the rest period and be at their place of work at the end of the rest period.

20.6 The following schedule for computing time will apply to tardiness and time worked. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

1 thru 6 min.	.1 hour	31 thru 36 min.	.6 hour
7 thru 12 min.	.2	37 thru 42 min.	.7
13 thru 18 min.	.3	43 thru 48 min.	.8
19 thru 24 min.	.4	49 thru 54 min.	.9
25 thru 30 min.	.5	55 thru 60 min.	1.0

20.7 When an employee arrives at the plant earlier than the normal starting time for their shift, the employee shall not record time on his/her clock card or time record prior to 15 minutes before the shift starting time. No payment will be made for early starting unless the immediate supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such time is approved. Employees are not permitted to work "off the clock" and the Company will not suffer nor permit an employee to work "off the clock".

20.8 Should an employee fail to clock in his/her time card, such employee will bring the matter to the attention of his/her immediate supervisor and the employee will be required to provide to the immediate supervisor that he/she was at work during any time for which the employee wants credit. The time card or time record must be approved by the supervisor before any such credit is given.

20.9 An employee must be at their work station ready for work at the beginning of the employee's scheduled shift and must continue working until the end of said shift.

20.10 An employee who is scheduled and reports for work at the scheduled time without having been notified not to so report, shall be given four hours work of any type which is available (except two hours for part-time employees) or if no such work is available, the employee shall be given four hours pay at his/her applicable rate (except two hours for part-time employees).

20.11 An employee who is called or paged and reports back for work after he/she has completed their regularly assigned shift and punched out on his/her timecard shall receive a minimum of four (4) hours pay at the employee's applicable rate (except two hours for part-time employees), unless such work is to be performed immediately before and in conjunction

with the employee's next shift as provided in paragraph 21.13 of this article. An employee who is provided a Company furnished pager and is officially contacted, shall receive a minimum of two (2) hours pay at the employee's applicable rate. If unable to resolve the issue over the phone and he/she must report to work, the paged employee shall receive the minimum of four (4) hours pay, if applicable, and shall be considered on the clock at the time of the page.

20.12 When a civil engineering employee is not scheduled and is called and reports for work without prior notice, outside his/her scheduled work week, the employee shall receive a minimum of four hours work or four hours pay at the applicable rate; provided, however, that if an employee completes in less than four hours the work he/she was called out to perform, the employee must contact the Civil Engineering Service Call Controller or the employee's immediate supervisor on duty for other emergency assignments before departing the base.

20.13 If an employee is specifically notified during a work week and scheduled to start work four (4) hours or less before the starting time of his/her regularly scheduled shift during that work week, the employee shall be given the opportunity to remain at work until the end of their regular shift. If an employee is specifically notified during a work week and scheduled to start work after his/her regular starting time, the employee shall receive an additional \$.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies.

20.14 Lunch periods will be established and designated by the Company for periods ranging from 30 minutes to one hour, at approximately the mid-points of the shifts, in keeping with sound plant practices and efficiency, except for those employees assigned to continuous duty operations.

20.15 The Company will make a copy of this agreement available within 60 days, and a copy of the health care plan within 120 days, to all employees, including new hires, after the agreement is signed.

20.16 Scheduled working time spent by the Union Negotiating Committee on Union business will not be paid by the Company, but will be counted as time worked in computing PTO accruals and automatic increases.

20.17 An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his/her scheduled work day. The Company will furnish transportation as soon as possible for an injured employee to receive medical attention. Subsequent treatment for Workers' Compensation cases in a doctor's office, clinic, or hospital will be on Company time if a doctor's certification is furnished the Company by the employee

specifying the treatment and appointment is during the employee's working hours. Transportation for such subsequent treatment is to be furnished by the employee.

20.18 Employees entitled to free physical examinations will receive the examinations during their normal duty hours without loss of pay.

20.19 Change of status slips will be utilized by the Company and each employee will receive a copy of such slip at each change of status.

20.20 On alternate Tuesdays the Company will furnish the Union a list by name, address, classification, rate of pay and date of hire of bargaining unit employees, if any, hired the previous two weeks.

20.21 Employees will not be required to work in rain or snow unless furnished with rain suits, hats, and boots.

20.22 If the Company requires a specific clothing style, garment color, or accessory, it will be considered as a uniform item under the terms of this article and will be furnished to the employees at no cost. The Company will provide a minimum of six (6) uniform sets and if requested, one (1) jacket for employees in industrial areas at no cost to employees. Personal Protective Equipment (PPE), cold weather gear, and wet weather gear, when required for the position will be furnished at no cost to the employee.

The Company will reimburse the cost of safety shoes or boots for those employees required by the Company to wear such shoes/boots in their position, not to exceed a \$110.00 authorization per employee. The shoes/boots shall meet applicable safety standards. Safety shoe/boot purchases and replacement methods and decisions are based on Company procedures.

Company provided uniforms and items shall be returned when they are replaced or upon employment out-processing and the employee will be responsible for the cost of any items not returned.

Union apparel furnished by the Union and approved by the Company is acceptable. Union apparel worn must meet applicable safety requirements.

Employees will be responsible for cleaning issued uniform items and the Company will be responsible for the maintenance and repair of uniforms. Replacement criteria for uniform items will be published and posted.

20.23 The Company Rules are attached hereto as Appendix A.

20.24 Employees tardy solely because of the gates being closed by the military will not be counted tardy and will be paid as though they were present for work on time.

20.25 Employees shall dress, and maintain a personal appearance and hygiene consistent with their position and job description.

20.26 Employees who work in areas and/or assignments where they are required to wear a respirator and Self Contained Breathing Apparatus (SCBA) will meet the face piece-to-face seal standards.

20.27 If an employee's job includes the requirement that he/she have a commercial driver's license (CDL), the Company will pay renewal costs, only, as follows: The cost of one CDL test; the difference between the cost of a basic operator's license and the class of CDL required for the job. The Company may also reimburse employees for cost attendant with a CDL if the license is requested by the Company for its convenience.

20.28 When an employee is required to possess a current Federal or State License or certification as a condition of continued employment in his/her current classification, the Company will pay for the renewal fee for said license or certification including and refresher course or testing fee; in addition, employees will suffer no loss of pay to take an exam or test.

ARTICLE 21

UNION REPRESENTATION

21.1 Shop Stewards shall be assigned to the geographical areas specified in paragraph 22.8.

21.2 No Shop Steward will be assigned to an area unless he/she is permanently assigned to work in such area. No Shop Steward will be transferred out of his/her permanently assigned work area or to a different shift so long as there is work available therein which he/she is qualified and willing to perform, except by agreement of the Company and the Union.

21.3 Within 15 days after the effective date of this agreement the Union shall furnish to the Human Resources Manager a written list containing the names of the Union's Secretary Treasurer, Grievance Committee, and Shop Stewards. The list will designate the geographical area assigned to each Shop Steward. Thereafter the Union shall notify the Human Resources Manager or his/her designee promptly in writing of any changes. The Company shall not be obligated to recognize or deal with any person acting as Secretary Treasurer, Grievance Committeeman, or Shop Steward until the Company receives written notification from the Union that such person has been so elected. All such notifications shall be on the official stationery of the Union. After notification is given as herein provided, the Company shall give immediate recognition.

21.4 Employees shall not be eligible to serve as Shop Stewards or on the Grievance Committee until after completion of the probationary period.

21.5 Shop Stewards shall not handle any grievances arising outside of their respective areas, unless the Shop Steward assigned to an area is absent and is not expected to return to work promptly enough to handle the grievance, in which event the Shop Steward assigned to the area nearest the area of the absent Shop Steward will be permitted to handle grievances in such absent Shop Steward's area.

21.6 The Grievance Committee shall consist of three bargaining unit employees from Base Maintenance. If a member is assigned to a shift other than the first shift, his/her shift start time will be adjusted on the day of the monthly meeting, if necessary, to accommodate his/her attendance, unless such change would require the payment of overtime.

21.7 Full time representatives of the Union shall have access to grievance meetings in Step III of the grievance procedure and to arbitration hearings. If it is necessary for a full time representative, in order to have a better understanding of a grievance or alleged violation of this Agreement, to visit the actual working area, he/she shall first provide a courtesy call to the Human Resources Manager or his/her designee and arrange a visit to the area.

21.8 The Stewards shall be as follows:

PAE TECHNICAL SERVICES

- (1) first shift, Civil Engineering
- (2) first shift, Community Services
- (3) first shift, Information Technology
- (4) "A" Section, Vance Fire Department
- (5) "B" Section, Vance Fire Department
- (6) "Relief" crew, Vance Fire Department
- (7) first shift, Kegelman Field
- (8) first shift, Logistics Complex-bldg 200
- (9) first shift, Supply and the Computer Room
- (10) first shift, Transportation
- (11) first shift custodial and Environmental
- (12) second shift Custodial, Supply, Transportation

DENMAR SERVICES, INC

- (13) first shift, Multimedia.

21.9 Union Officers, Committeemen and Stewards will be allowed authorized absence, without pay, to attend one scheduled Union meeting each month, on a date and during the hours certified by the Business Representative of the Union.

21.10 Should a conflict occur with the overtime schedule on a Union election day, an employee will be allowed sufficient time off without pay to vote

ARTICLE 22

WAGES

22.1 The following minimum and maximum wage rates will apply during the term of this Agreement:

Labor Grades	Current Rates		Effective 1 Oct 2015		Effective 1 Oct 2016	
	Min	Max	Min	Max	Min	Max
C	\$15.11	\$24.04	\$15.49	\$24.64	\$15.87	\$25.26
D	\$16.95	\$24.80	\$17.37	\$25.42	\$17.80	\$26.06
E	\$16.78	\$25.62	\$17.20	\$26.26	\$17.63	\$26.92
F	\$23.89	\$26.85	\$24.49	\$27.52	\$25.10	\$28.21
G	\$28.91	\$31.22	\$29.63	\$32.00	\$30.37	\$32.80
1	\$10.45	\$16.89	\$10.71	\$17.31	\$10.98	\$17.74
2	\$11.24	\$17.42	\$11.52	\$17.85	\$11.81	\$18.31
3	\$12.04	\$19.90	\$12.34	\$20.40	\$12.65	\$20.91
4	\$12.86	\$21.59	\$13.18	\$21.13	\$13.51	\$22.68
5	\$13.66	\$22.28	\$14.00	\$22.84	\$14.35	\$23.41
6	\$14.46	\$25.68	\$14.82	\$26.32	\$15.19	\$26.98
7	\$15.27	\$26.42	\$15.65	\$27.08	\$16.04	\$27.76
8	\$16.06	\$27.58	\$16.46	\$28.27	\$16.87	\$28.98
9	\$21.69	\$29.30	\$22.23	\$30.03	\$22.79	\$30.78
10	\$24.10	\$30.05	\$24.70	\$30.80	\$25.32	\$31.57
11	\$28.91	\$31.22	\$29.63	\$32.00	\$30.37	\$32.80
12	\$30.67	\$34.70	\$31.44	\$35.57	\$32.22	\$36.46
13	\$33.60	\$37.59	\$33.44	\$38.53	\$35.30	\$39.49

The following job classifications minimum wages have been changed:

- Technician, Audiovisual/Videoconference shall be \$17.00 effective Nov. 17, 2008.
- Specialist, Photographer/Imaging shall be \$18.78 effective April 1, 2011.
- Operator, Energy Management & Control System shall be \$28.45 effective November 24, 2013.

22.2 Effective 1 October 2015 full time employees and part-time employees with one year of service as a part-time will receive a 2.50% increase to their 30 September base hourly rate. The employees shall receive this General Wage Increase or an increase to the minimum wage rate of their Labor Grade, whichever is higher.

22.3 Effective 1 October 2016 full time employees and part-time employees with one year service as a part-time will receive a 2.50% increase to their 30 September base hourly rate. The employees shall receive this General Wage Increase or an increase to the minimum wage rate for their Labor Grade, whichever is higher.

22.4 The Company and the Union agree that it is mutually beneficial to have current job classifications (i.e. "job titles"), job descriptions, job codes and labor grades kept up to date. Any changes to a job classification, description, code or labor grade during the life of this Agreement will be considered an official addition to the document and can be found in Volume II of the current CBA.

Changes, combinations, or deletions to existing job descriptions, job titles, labor grades, and/or lines of progression during the term of this agreement will be considered by the Company and the Union according to the following process: A recommended change, combination, or deletion to an existing job description or job title may be submitted by the Company or the Union upon joint agreement of both parties. The change will be submitted to the Labor Management Committee (LMC). The Labor Management Committee will be composed of the Company's Human Resources Director, the Deputy Program Manager, the Manager of the affected area and the Union's Directing Business Representative, and the Union's Grievance committee. The Labor Management Committee (LMC) will modify, update, and/or change the job title or job description as necessary and upon joint agreement, submit the change to the Program Manager for signature approval. If there is no joint agreement on a particular change, the issue shall be considered closed.

The LMC will also consider increases to the Minimum Wage Rates as established in Article 22.1 to certain job classifications (Appendix B) for recruitment and retention purposes. Such new rates shall establish a new Minimum Wage Rate for that job classification. All employees in that specific job classification shall be raised to the new Minimum Wage Rate if applicable. Said agreement will be written as an MOA and shall be binding on both parties. If agreement cannot be reached, the issue will be mediated by the Federal Mediation and Conciliation Service. If not resolved within 30 days of submission of the recommended change, combination, or deletion, either party may submit the issue to binding arbitration pursuant to the procedures outlined in Article 9.

If the Company desires to create new job classifications, and after meeting and conferring with the Union does not reach agreement thereon with the Union, after implementation by the Company the Union may grieve the issue at step 3, and if not resolved, may mediate or arbitrate the issue under Article 9 for the mediator/arbitrator to determine unresolved issues of (1) the applicable wage rate, (2) the job description and (3) the lines of progression.

22.5 Employees will advance toward the maximum of the rate range of his/her job classification as follows: sixty cents (\$.60) per hour (thirty cents (\$.30) per hour for part-time employees) increase on their anniversary hire date/longevity date and annually thereafter. Progression increases will become effective at the beginning of the next payroll period. Progression (Longevity) dates for employees hired prior to February 1, 2001 will be established by the "Document" provided by the Union.

22.6 Temporary transfer may be made without change in job classification or base rate of pay (except as provided in this paragraph) and for a maximum of ten consecutive work days unless extended by mutual agreement of the Company, the Union and the employee.

If an employee is temporarily assigned to a Lead or Chief classification for four (4) hours or longer the employee shall receive an additional fifty cents (\$.50) per hour for the duration of the temporary assignment. Effective October 1, 2012 the employees shall receive sixty cents (\$.60) per hour for the duration of the temporary assignment.

22.7 When an employee is promoted to a higher job classification which the employee has not previously held he/she will receive seventy cents (\$.70) per hour wage increase or the minimum rate of the new job classification, whichever is higher. When an employee takes a job in a lower job classification he/she will receive the maximum rate of the new job classification or his/her previous rate of pay, whichever is less, except a part-time (PT) employee bidding to a full time job classification will receive the minimum rate of the new job classification, plus credit for increments he/she would have received under paragraph 22.6 had their total employment with the Company been in the new job classification.

22.8 An employee regularly assigned to and working on second shift will be paid a differential of one dollar thirty cents (\$1.30) per hour for all hours worked or in pay status on second shift. An employee regularly assigned to and working on third shift will be paid a differential of one dollar thirty cents (\$1.30) per hour for all hours worked or in pay status on third shift. The applicability of shift differential will be determined, as to the employee's entire shift, according to the hour the employee begins work, as provided in paragraph 5.6.

Effective October 1, 2015 the above differentials are increased as follows: one dollar forty cents (\$1.40) per hour on second and third shift for all hours worked or in pay status.

22.9 Employees temporarily transferred from second and third shifts for convenience of the Company will retain their shift differential pay. Employees temporarily transferred from the second and third shifts for their own convenience will not retain their shift differential pay.

22.10 Voluntary temporary shift exchanges between employees not exceeding two weeks will be permitted within the same classification and section, provided that the change is approved by their supervisors.

22.11 Employees in a "lead" classification will be paid no less than fifty-five cents (\$.55) above the maximum wage rate for the highest labor grade employee they lead.

22.12 Counselors, Youth Center Program may voluntarily obtain a commercial driver's license (CDL) to qualify them to drive the 21-passenger minibus used in conjunction with Youth Center activities. CDL qualified Counselors will receive the base hourly rate of a labor grade 7, Operator, Medium Equipment, or fifty cents (\$.50) per hour whichever is higher for the period of time they are performing driver duties. A driver equalization system (similar to the overtime equalization system) will be used to fairly distribute driver duties among those qualified.

22.13 A bonus of fifty cents (\$.50) per hour will be paid for all hours worked or all hours in pay status to the craft classifications in LOP 7, 9, 16, 20, 24, 25, 26, 32, 33, and 37 required by the Company to have State or Federal License or professional certification to a maximum of two per employee (example: Journeyman Electrician).

22.14 Employees in Mechanic, Auto; Mechanic, Heavy Equipment; and Lead, Vehicle Maintenance classifications are responsible for all tools required to perform their job responsibilities with the following exceptions: tools or equipment requiring calibration or are specifically required for a particular vehicle or class of vehicle will be provide in a central tool kit.

Effective October 1, 2015 these employees shall receive thirty-five cents (\$.35) per hour equity adjustment for all hours worked for skill knowledge and use of specialized tools and test equipment.

ARTICLE 23

PENSION PLAN & SAVINGS AND INVESTMENT PLAN

23.1 The Companies shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof to a maximum of 40 hours per work week and to a maximum of 2080 hours per calendar year for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$2.90	per	hour	effective	October 1, 2014
\$3.35	per	hour	effective	October 1, 2015
\$3.80	per	hour	effective	October 1, 2016

23.2 The Company shall continue contributions based on a forty (40) hour work week while an employee is off work in pay status due to paid vacations, paid holidays, paid sick leave, paid personal leave and/or other paid time off covered by this Agreement. The Company shall also contribute for unpaid hours spent in collective bargaining negotiations with the Company based on eight (8) hours per day and forty (40) hours per week.

23.3 Contributions for a new part-time and/or new full-time employee shall be payable from the first day following the completion of the probationary period.

23.4 The Union and Company will 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.

23.5 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

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

23.7 Bargaining unit employees participate in their Company's 401K Savings Plan as described in [Appendix B](#), [Appendix C](#), and [Appendix D](#) of this Agreement. Employees should understand that the Companies have different savings plans which are not transferable between Companies.

ARTICLE 24
SUCCESSORSHIP

24.1 It is expressly agreed between the parties that the terms of this Agreement, and any accrual benefits are binding on any successor contractor or successor employer to the Company, whether said successor takes over all or part of the Company's operation. Specifically, but without limitation:

- (a) Accrued but untaken banked sick leave shall continue as an obligation of any such successor contractor or successor employer, and the employees covered by this collective bargaining agreement shall continue to have to their individual credit with said successor the full amount of sick leave accrued, and shall continue to accrue benefits subject to the provisions of Article 12 and 13 of this Agreement; and
- (b) Said successor, including the Company, shall be financially obligated to pay to or for the direct benefit of each employee covered by this collective bargaining agreement an amount as specified in Article 23 of this Agreement in order to provide the Pension Benefits as delineated under the I.A.M. National Pension Fund Trust Agreement and Plan Document. Said successor, including the Company, shall in addition be financially obligated to furnish the current Savings Plan, or an equivalent as provided for in Article 23 of this Agreement.

24.2 All employee benefits provided by this Agreement are properly a part of the wage determination issued by the Department of Labor for the employees covered by this collective bargaining agreement, and shall be fully binding on any successor contractor or successor employer, including the Company. The parties recognize and agree that, notwithstanding the wage rate ranges set forth herein, no individual employee's pay shall be reduced below their current rate, except as provided under the terms of this Agreement. Employees are entitled to cash payments only as specifically provided in this Agreement.

ARTICLE 25
SUB-CONTRACTING

25.1 The parties recognize that it may be necessary for the Company to engage in certain subcontracting in order to satisfy the requirements of the Request for Proposal on the Vance Air Force Base Contract. If the Company determines that it is necessary to do so, the Company agrees to provide the Union with information regarding such anticipated

subcontracting and to meet with the Union for the purposes of discussing ways in which to minimize the impact of such subcontracting upon bargaining unit employees.

25.2 The Company will notify the Union 60 days prior to the effective date of its subcontracting any job or jobs currently covered by the Agreement.

25.3 Any employee (whose job is effected by subcontracting) currently covered by the Agreement that accepts or rejects an offer of employment by the subcontractor or who is not selected by the subcontractor at the time of initial subcontracting, shall be considered "laid off" and shall have all rights under Article 4 of the Agreement, notwithstanding the provisions of Article 4.8(a).

ARTICLE 26

DURATION

26.1 This agreement shall be effective from August 2, 2015 through August 6, 2017, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate is given by either party to the other at least 60 days prior to August 6, 2017, or at least 60 days prior to any annual expiration date thereafter, in which event it shall terminate at midnight on August 6, 2017, or on midnight of such annual expiration date.

26.2 Notwithstanding any provisions of this Agreement detailed in [APPENDIX B, PAE TECHNICAL SERVICES EMPLOYEE BENEFIT PLANS](#), and/or [APPENDIX C, DENMAR SERVICES, INC. EMPLOYEE BENEFIT PLANS](#) and/or [APPENDIX D, AOC GLOBAL SERVICES LLC](#), shall be maintained for any plan year.

Executed as of **July 23, 2015**

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, DISTRICT LODGE 171 & ITS
LOCAL LODGE 898, ENID, OK**

PAE TECHNICAL SERVICES

Tony L. Bennett, Directing Business Representative

Thomas E. Rothwell, Director, Labor Relations

Rick Boardman, Business Representative

Amy E. Kehoe, Manager, Benefit Systems

Wendell Knouse, Local Lodge 898 President

Penny Tower, Committee Member

Roger Betz, Committee Member

Arvol Dingess, Committee Member

Tyler Koehn, Committee Member

APPENDIX A

COMPANY RULES

The Company utilizes the following forms of discipline: Written Warnings, Suspension, Discharge.

CLEARING PROCEDURES

A period of good conduct following a rule violation will result in removal of previously issued warning and suspension notices from the employee's personnel file in accordance with the following principles:

A. Unfavorable Contact Reports Not Involving a Suspension:

Written warning notices not involving a suspension will be returned to the employee six months from date of issue.

B. Unfavorable Contact Reports Involving a Suspension:

Written warning notices involving a suspension will be returned to the employee one year from date of issue.

EXCESSIVE RULE VIOLATIONS

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

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

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

The following violations will cause the specified penalties to be assessed:

Rule #	Violation	Penalty For Each Offense			
		1 st	2nd	3rd	4th
1.	Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services.	Written Warning	Written Warning	Three Day Suspension	Discharge
2.	Vending, seeking, or collecting contributions or distributing literature in working areas without permission of a designated Company	Written Warning	Written Warning	Three Day Suspension	Discharge

	representative.				
3.	Violating safety, fire, housekeeping, health regulations, Air Force policy, Youth Programs, guidance policy or prescribed safety and health practices.	Written Warning	Three Day Suspension	Discharge	
4.	Unsatisfactory quality or quantity of work.	Written Warning	Written Warning	Three Day Suspension	Discharge
5.	Violating assigned work schedules by reporting late, unless excused, three times in a 30-day period. For Firefighters two times in a 30-day period.	Written Warning	Written Warning	Three Day Suspension	Discharge
6.	Violating assigned work schedules by Unauthorized PTO of one work day/shift with no more than 2 absences in a 60 day period.	Written Warning	Written Warning	Three Day Suspension	Discharge
7.	Violating assigned work schedules by preparing to quit work for the day prior to specified time.	Written Warning	Written Warning	Three Day Suspension	Discharge
8.	Violating assigned work schedules by failing to work scheduled overtime (Unless excused).	Written Warning	Three Day Suspension	Discharge	
9.	Loafing, loitering, or hiding, or leaving workstation without supervisor's permission for reasons not connected with performance of job.	Written Warning	Three Day Suspension	Discharge	
10.	Failing to immediately notify Company authorities of an on-the-job accident.	Written Warning	Three Day Suspension	Discharge	
11.	Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	Three Day Suspension	Discharge	
11a	Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel covered by federal or state discrimination laws.	Written Warning	Three Day Suspension	Discharge	
12.	Operating vehicles, aircraft, machines, tools, or equipment, climbing on aircraft, or entering a restricted area without proper management authorization.	Written Warning	Three Day Suspension	Discharge	
13.	Leaving early or leaving the facility during working hours without authorization.	Written Warning	Three Day Suspension	Discharge	
14.	Excessive Absenteeism.	Written Warning	Three Day Suspension	Discharge	
15.	Conduct resulting in or contributing to violation of environmental protection policies issued by the Company, the	Written Warning	Three Day Suspension	Discharge	

	Air Force, Environmental Protection Agency or Oklahoma State Department of Health. This rule shall not prevent the Company from disciplining employees for willful, negligent or careless acts under other rules.				
16.	Performing unauthorized work on personal property within areas or buildings assigned to the Company.	* 3 Day Suspension or Discharge	Discharge		
17.	Performing other work or activity, which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	* 3 Day Suspension or Discharge	Discharge		
18.	Willfully altering, defacing, mutilating, abusing, destroying, or wasting government, Company, civilian, or other employee's property, facilities, records, or equipment.	* 3 Day Suspension or Discharge	Discharge		
19.	Knowingly clocking in for another employee, falsifying the time record, or having one's time card clocked by another employee.	* 3 Day Suspension or Discharge	Discharge		
20.	Negligence or carelessness resulting in or contributing to loss, damage or destruction to Company, government, civilian, or other employee's property; dependent on or causing substantial rework; or contributing to critical or safety of flight discrepancies.	* 3 Day Suspension or Discharge	Discharge		
21.	Insubordination.	* 3 Day Suspension or Discharge	Discharge		
22.	Any conduct that brings discredit to the Company.	* 3 Day Suspension or Discharge	Discharge		
23.	Sleeping on duty.	* 3 Day Suspension or Discharge	Discharge		
24.	Attempting to or deliberately restricting output while on duty.	* 3 Day Suspension or Discharge	Discharge		
25.	Possession, consumption, use, transfer or being under the influence of alcoholic beverages, marijuana, inhalants, intoxicants, illegal drugs, narcotics, or the misuse of legal drugs, on Company time, or in areas or buildings assigned to the Company.	* 3 Day Suspension or Discharge	Discharge		
26.	Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned	Discharge			

	to the Company at any time.				
27.	Theft, attempted theft, or unauthorized removal of property of other employees the Company, the government, or others on Company time or in areas assigned to the Company at any time.	Discharge			
28.	Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
29.	Unauthorized absence for three consecutive working days. (Job Abandonment)	Discharge			
30.	Falsification of personnel or other Company records.	Discharge			
31.	Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company records or information.	Discharge			
32.	Deliberate falsification of facts to management, or any other form of dishonesty.	Discharge			

* Dependent on the severity of the violation.

APPENDIX B

PAE TECHNICAL SERVICES

EMPLOYEE BENEFIT PLANS

Full-time employees may participate in optional insurance programs, to include supplemental Employee Life, supplemental Employee AD&D, Dependent Life, Short-term Disability (either 66 2/3 or 75% level of coverage), and Long-term Disability (either 50%, 60%, or 70% level of coverage) by paying the full cost of the coverage's selected. The Company will also offer Health Care and Dependent Care Spending Accounts. The Company will provide an Employee Assistance Program and Business Travel Accident Insurance at no cost to the employees.

The summary of benefits, coverage levels and employee costs are described in the respective plan documents and enrollment materials. As these plans are provided by outside vendors and/or are Company-wide plans, the Company may find it necessary or desirable to amend, revise, replace or terminate some or all of the plans during the life of this Agreement. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate modifications to this Appendix.

PAE Matched Asset Plan (MAP)

Bargaining unit employees on the active payroll of PAE as of the effective date of this Agreement may participate in the PAE MAP in accordance with the Summary Plan Description. There will be no Company discretionary or matching contribution to this Plan on behalf of employees covered by this Agreement.

APPENDIX C

DENMAR SERVICES, INC.

EMPLOYEE BENEFIT PLAN

Full time eligible employees may participate in the Company's group insurance plans listed below at the full cost of the coverage selected. The plans are offered in accordance with official plan documents.

Short Term Disability

Long Term Disability

Life Insurance AD&D

Optional Life Insurance

Full time eligible employees may also participate in the Company's 401k Plan and contribute in accordance with the Summary Plan Description.

APPENDIX D

AOC GLOBAL SERVICES, LLC

EMPLOYEE BENEFIT PLAN

Full time eligible employees may participate in the Company's group insurance plans listed below at the full cost of the coverage selected. The plans are offered in accordance with official plan documents.

Life Insurance & AD&D - \$10,000 coverage paid 100% by employer, no cost to the employee

Short Term Disability – Employee may purchase this benefit

Long Term Disability – Employee may purchase this benefit

Voluntary Life Insurance – Employee may purchase this benefit

Flexible Spending Accounting

401(k) – Contribution will be in accordance with the Summary Plan Description. No employee match will be made.

APPENDIX E

MACHINISTS NON-PARTISAN POLITICAL LEAGUE CHECK-OFF

- A. **Payroll Deductions:** During the existence of this Agreement, the Company, insofar as permitted by state or federal law, shall deduct out of current net earnings from the second check each month voluntary contribution to the Machinists Non-Partisan Political League upon receipt of and in accordance with a deduction authorization form, duly executed by the employee, and shall continue deductions until such authorization is revoked by the employee. The deduction will be in whole dollar amounts. The deduction may be canceled or modified by the employee at any time, provided that, if it is canceled or modified, it cannot be reinstated or modified again for six (6) months.
- B. **Indemnification of Company:** The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to honor the check-off authorization form by which employees authorized PAE Technical Services / DenMar Services, Inc. / AOC Global Services, LLC to deduct contributions from the employee's paycheck, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Treasurer of the Machinists Non-Partisan Political League.
- C. **When Deducted:** Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the second regular payday in each month, provided the Company has received such authorization from the employee by the 25th day of the preceding month in which such deductions are made. There shall be only one (1) remittance per month by the Company. (If an employee does not have sufficient earnings in the payroll period to cover such contributions, the Company shall have no further responsibility for collection of contributions for that particular month.)
- D. **When Remitted:** Deductions shall be remitted to the Treasurer of the Machinists Non-Partisan Political League as soon as reasonably possible after the end of each month in which deductions are made. The Company shall furnish to the Treasurer of the Machinists Non-Partisan Political League at the same time, a list showing those members for whom deductions have been made and the amount thereof.

APPENDIX F

MACHINISTS WORKSITE BENEFITS PROGRAM

- A. It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits covering Life, Cancer and Disability, will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

- B. The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

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

- D. The parties agree that the provision of this appendix will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

APPENDIX G

HPWO

Agreement to Partner

We, the International Association of Machinists and Aerospace Workers Local Lodge 898, and the Vance Support Division of PAE Technical Services, DenMar Services, Inc. and AOC Global Services, LLC., have committed to a HPWO Partnership that will accomplish goals which mutually benefit both companies, the union, all employees, the Air Force at Vance AFB as our customer, and the Enid community in which we live.

Both the Union and the Company recognize success and growth will be based largely on the efforts of all employees. Those efforts are best achieved through a professional and positive union-management relationship.

We agree to develop through shared decision making, work processes and practices which focus on providing services that meet or exceed the needs of our customers. This approach will enable continuous improvement by maximizing the contribution of skills, knowledge, and sharing information. Through this ongoing partnering commitment, people will seek out, learn, and apply competence in our daily work environment.

Cooperative activities or projects undertaken as a result of this commitment shall be in conformity with the provisions of the Collective Bargaining Agreement, which is our contract. The partnership agreement's enabling language will allow leaders of labor and management to expose the entire workforce to their commitment to establish and promote positive and extensive workplace change. This agreement will highlight the mutual goals and benefits of the partnership and the commitment to establish a new era of labor relations through shared decision making. Working as one, we will participate in understanding our customers' perceptions and definitions of value. The knowledge gained will be integrated with design and development efforts, thereby creating high value in all new products and services that we offer.

The Company and the Union recognize that total team effort is required throughout the HPWO implementation and developing process. As we strive toward service contract excellence, we agree to trust, respect, and help each other throughout all phases of the partnership and its commitment to positive workplace change. With this partnership agreement, we intend to increase operation efficiency, expand the workforce, better educate and train our employees, increase company profitability, provide the basis for enhancement of wages, benefits, and secure employment for all who participate.

APPENDIX H

Substance Abuse Policy

Purpose: To provide procedures to maintain a work environment in compliance with the Federal Drug-Free Workplace and Drug-Free Workforce regulations.

Application: This procedure applies to all Vance Support Division employees.

Responsibility: It is the responsibility of the Program Manager through the Department Directors and Managers to implement and enforce this procedure. The Human Resource Manager ensures accuracy and provides necessary maintenance.

Definitions:

- A. Alcohol - A colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.
- B. Alcohol Test - A scientifically-valid test to determine the percent of alcohol content. The test is non-invasive and requires the test subject to exhale into the detector chamber. If an employee requests, a blood test will be used.
- C. CBA - Collective Bargaining Agreement
- D. Conviction - For the purpose of this policy, a "conviction" shall mean a finding of guilt (including a plea of nolo contendere), or imposition of sentence, or both, by any judicial body with the responsibility to determine violations of federal, state, or local criminal statutes.
- E. Drug - Means a controlled substance as defined by Section 802 (8) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title: to include marijuana, cocaine, opiates, phencyclidine (PCP), amphetamine, and methamphetamine, or substances for which testing can be done under the Oklahoma drug/alcohol testing statute, as listed by the Oklahoma State Department of Health. A copy of the substances to be tested for and the threshold levels for the substances are attached as Exhibit A.
- F. Drug Test - A multiple-step urine test enzyme multiplier immunoassay test (EMIT) screening method and a confirmation by use of Gas Chromatography and Mass Spectrometry (GC/MS) or such other testing methods that are accepted by State or Federal authorities for initial and confirmatory testing of illegal or unlawful use of drugs.
- G. EAP - Employee Assistance Program
- H. HR - Human Resources
- I. Illegal Drug - Not legally obtainable or legally obtainable, but not used in a legal or appropriate manner
- J. Legal Drug - Prescribed drugs and over-the-counter drugs obtained legally and used for the purpose for which they are intended.
- K. Medical Review Officer (MRO) - A physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illegal drugs.
- L. Positive Test for Alcohol or Drugs – Means to have the presence of alcohol, a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified by the Oklahoma State Department of Health. This shall be referred to as a "positive level," or "positive screen."
- M. Prescription Abuse - Taking medication prescribed for someone else, working while taking medication that may affect safety or performance without notifying the supervisor.
- N. Substance Abuse - Possession, use, purchase, sale, trading, or offering for sale of illegal drugs, either on or off the job. Includes the presence of illegal drugs or their metabolites in the body above minimum specified levels as determined by a urine drug test. Also, includes abuse of a prescription drug, the use of alcohol on the job, or being impaired by alcohol while on the job.

Procedures:

A. Drug-Free Workplace Program for all VIS Employees

1. Substance Abuse Policy - Preamble

- a. The parties have a joint interest in workplace safety and in job performance. The parties recognize that illegal drug use, prescription drug, and alcohol abuse can create serious problems for workers, their families, the workplace, and the community and that drug/alcohol use and abuse acknowledge no boundaries of age, race, or socioeconomic status. The parties recognize that a cooperative and constructive effort is needed to overcome the impact of drug/alcohol use and abuse on safety, productivity, quality of work, and morale. Such a policy must apply to abuse of alcohol and certain prescribed medicines, as well as illegal drugs. The parties have zero tolerance for drug pushers and providers or those persons who are in control of these activities or those who knowingly assist in permitting such activities by acting as couriers, dispensers, bankers, or as any other key participant in a drug trafficking operation. The parties recognize the national concerns related to drug abuse, as demonstrated by regulations promulgated by Federal agencies. The parties recognize the keys to this effort are providing education, assistance to employees and their families, encouraging employees to receive treatment as needed, fostering and encouraging an environment which is free of drug/alcohol use and abuse and which deters the use and abuse of drugs/alcohol. Therefore, in implementing the general principles stated above, the parties agree as follows:
- b. Employees selected for testing will be offered Union representation, with the understanding that the representative will not interfere with the testing process.

B. Education and Training

1. Employees are advised of the testing and rehabilitation program. Information is provided to cover various aspects of the program including the reasons for the program, benefits for employees and the Company, EAP, effects of drugs/alcohol on individuals and their families, and drug/alcohol tests.
2. Management officials, medical professionals, designated union officials, supervisors, and other selected employees are to be knowledgeable on the following issues:
 - a. Drug/alcohol abuse recognition, symptoms and effects
 - b. Methods of visually identifying employees who may be under the influence of drugs/alcohol
 - c. Methods of referring employees who may be suffering from personal problems that could signal possible drug/alcohol problems to the EAP
 - d. Procedures related to handling employees who appear to be under the influence of drugs/alcohol
 - e. Documenting observations and impressions of persons who may be under the influence of drugs/alcohol
 - f. Drug/alcohol testing program, procedures, and safeguards
 - g. Benefit programs and alternatives that are available

h. Safety aspects of drug/alcohol problems in both work and social environments

C. Drug and Alcohol Testing

1. Reasonable suspicion drug and alcohol testing policy

- a. This policy covers any employee who exhibits abnormal behavior at a worksite, such as Company-owned or leased property, customer facilities, in any vehicle while on Company business. Following reasonable suspicion that an employee has exhibited abnormal behavior within the scope of this policy, the Company may require that employee submit to drug/alcohol testing.
- b. Initial suspicion is followed by a confirmatory evaluation. Testing is administered as soon as practicable following suspicion of drug/alcohol use or being under the influence.
- c. The requirements of this policy constitute conditions of employment and refusal or failure to submit to testing following an order or instruction will be treated in the same manner as a positive test result under this policy.
- d. For the purposes of this testing policy, "abnormal behavior" may include, but is not limited to, sudden, unexpected changes in physical appearance, difficulty in maintaining balance, difficulty in speech or gait, engaging in an unsafe practice which endangers the employee or others, the distinct odor of drugs/alcohol, engaging in physically aggressive behavior, or unusual emotional behavior such as uncontrollable laughter or uncontrollable crying.
- e. When the Company has reasonable suspicion that an employee is demonstrating signs of abnormal behavior, the employee is escorted to the Company-designated medical/testing facility for testing. A management official completes a written report of the observed signs of impairment.
- f. The employee's visit to the designated testing facility is conducted in a manner consistent with any other medical conditions, i.e., privacy and confidentiality of records.

2. Post-accident drug and alcohol testing policy

- a. As soon as practicable following a "work-related accident" the Company requires the employee to submit to drug/alcohol testing if the employee or another person has sustained a work-related injury requiring medical attention by a health care provider, or the employer's or Government's property has been damaged, including damage to equipment, in an amount reasonably estimated and documented at the time of the accident to exceed One Thousand Dollars (\$1000.00). For the purposes of this testing policy, "work-related accident" is defined as an occurrence arising out of or in the course of employment.
- b. The Company may require employees involved in accidents not covered by this subsection to submit to drug/alcohol testing under the terms of the Reasonable Suspicion Drug and Alcohol Testing Policy.
- c. An employee covered by this policy who is injured at the time of the work-related accident shall authorize the Company to obtain records, reports, and other documents that would indicate the presence and extent of drugs/alcohol in the employee's system. If the employee is unable to submit to drug/alcohol testing after the work-related accident, the employee shall authorize testing of any samples that were taken by examining or treating medical facilities. If the employee refuses to grant such authorization outlined above, such refusal will result in termination under this policy.

- d. The requirements of this policy constitute conditions of employment and refusal or failure to submit to testing following an order or instruction is treated in the same manner as a positive test result under this policy.
 - e. It is understood that the Air Force may require under its policy that an employee be subject to additional substance abuse testing.
3. Random drug and alcohol testing policy
- a. The Company shall, at various times, randomly select employees for unannounced drug testing.
 - b. Random selection means a mechanism for selecting employees for drug or alcohol testing that results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and does not give the employer discretion to waive the selection of any employee selected under the mechanism.
 - c. Once notified of selection by a designated Company official, the employee must provide a specimen for testing within two hours.
 - d. Employees are selected for random drug/alcohol testing using a verifiable random number or computer-based number generator.
 - e. The requirements of this policy constitute conditions of employment and refusal or failure to submit to required testing following an order and instruction shall be grounds for immediate termination.
 - f. Employees subject to random testing under 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, are exempt from random testing procedures conducted pursuant to paragraph C, 3.
4. Return to duty drug and alcohol testing policy
- a. This policy covers any employee who commences or returns to work after self-declaring his/her need for rehabilitation, and completes a rehabilitation program, as described below. Such employee shall be subject to unannounced drug/alcohol testing controlled by the EAP professional and which is consistent with this policy. Once notified of selection by the designated Company official, the employee must provide specimen for testing within two hours.
5. Rehire/reinstatement drug and alcohol testing policy
- a. This policy requires any employee to be tested prior to returning to work who was out for more than 60 days due to lay off, leave of absence, or termination.
 - b. If prior to rehire/reinstatement an employee has any record of positive drug/alcohol test results while employed by the Company, these results are carried forward as positive under this policy.
 - c. The requirements of this policy constitute conditions of employment and refusal or failure to submit to mandatory testing following an order and instruction shall be grounds for immediate termination.

D. Procedures for Drug or Alcohol Testing

1. Pre-testing procedure

- a. A representative of the union is notified prior to testing unless an employee requests otherwise. If a representative is not immediately available, the union is given a reasonable opportunity to obtain one. In the interest of privacy, the union representative is not present during medical examination or sample collection.
- b. Prior to the administration of an alcohol test and/or the collection of a urine specimen for drug testing, individuals are thoroughly interviewed to determine if there may be any medications (over the counter or prescription) or other substances that may have been inhaled, ingested, or injected, which could result in a positive test. Such information is considered part of an employee's medical record and is treated with the same level of confidentiality.
- c. An employee is terminated, if they alter a specimen, submits a false specimen, or assists anyone else in altering or submitting a false specimen.

2. Analytical laboratory procedure

- a. Laboratory - The Company selects only laboratories certified by the National Institute on Drug Abuse for drug testing.
- b. Confidentiality - The identities of employees who have tested positive shall be limited to those persons having a "need to know." Information and records regarding positive drug/alcohol testing is considered part of an employee's medical record and is treated with the same level of confidentiality.
- c. Retention of Sample - All urine samples confirmed positive are frozen by the testing laboratory and retained for one year. When the results of a test are subject to arbitral or legal challenge, the specimen is retained until final resolution of such challenge. Blood samples are retained in accordance with acceptable medical practices.

3. Procedures for result notification

- a. Notification - A MRO reviews and interprets positive test results to assure a scientifically valid result and to determine whether a legitimate medical explanation could account for the confirmed positive drug test result. All individuals who test positive are notified by the Company and given an opportunity to provide the Company any reason which would explain the positive test. If the individual provides a reasonable explanation that can be substantiated to the satisfaction of the MRO, the test result is reported as negative to the employee and the HR office, and the record is retained.
- b. Employees have the right to have the same sample drug specimen retested within 72 hours of the notification of test results at the same lab at their expense or to have the second split specimen tested at their expense at another laboratory certified by the National Institute on Drug Abuse for drug testing. Should the outcome of the tests differ, the negative test is assumed correct and the employee is reimbursed for the actual cost of the negative test.
- c. Drug Test Results - All positive test results and records become a part of the employee's medical record. Negative test results are retained only if the employee has also had a prior positive test result.

- d. The Company is responsible for the actions of its employees and agents, including the MRO and the laboratories used in the administration of this program.
- E. Self Identification – Any employee who self-identifies as having a drug or alcohol problem prior to submitting a sample for testing will be given a leave of absence as provided in Paragraph F, below. Upon presenting documentation from the EAP that he/she is involved in a plan of recovery he/she will be returned to work.
- F. Leave of Absence - In the event that an employee enters a drug/alcohol treatment program, the employee is granted such leave of absence as is necessary to allow the employee to complete the rehabilitation program in accordance with this policy.
- G. Post EAP.
 - 1. Upon notification from the EAP that an employee is actively involved in a plan of recovery, an employee is provided a one-time opportunity for return to active employment on a leniency basis. The employee is not allowed to return to active employment until providing certification from the recovery program that he/she has completed such program.
 - 2. Such employee shall be subject to unannounced drug alcohol tests during the twelve (12) months after returning to active employment.
 - 3. Employee must fully comply with the plan of recovery as determined by the EAP. Upon notification from EAP that an employee is not compliant with a plan of recovery, the employee is terminated.
 - 4. All costs associated with the EAP under this policy not covered by the medical and/or short-term disability shall be borne entirely by the employee.
 - 5. If an employee tests positive a second time under this policy, the employee is terminated.
- H. Drug Related Crimes - An employee convicted of a drug-related crime shall notify the Company immediately of such conviction and enroll in the Company EAP, at which time paragraph G applies. Employees that do not enroll in the EAP shall be subject to immediate discharge under Company rules.

EXHIBIT A TO APPENDIX H

610:638-1-5. Drugs have been approved for testing in urine or saliva

(a) A licensed testing facility may test for any drug or class of drugs or their metabolites included in Schedule I, II, or III of the Controlled Substances Act (21 U.S.C. § 801, et seq.) provided testing for such substances has been approved by the Commissioner of Health.

(b) The following drugs or their metabolites have been approved for testing by the Commissioner of Health:

- (1) marijuana;
- (2) opiates:
 - (A) codeine;
 - (B) heroin;
 - (C) morphine;
- (3) semi-synthetic and synthetic narcotics:
 - (A) hydrocodone;
 - (B) hydromorphone;
 - (C) meperidine;
 - (D) methadone;
 - (E) oxycodone;
 - (F) propoxyphene;
- (4) cocaine;
- (5) phencyclidine;
- (6) amphetamines:
 - (A) amphetamines;
 - (B) methamphetamines;
 - (C) methylenedioxyamphetamine;
 - (D) methylenedioxymethamphetamine;
 - (E) phentermine;
- (7) barbiturates:
 - (A) amobarbital;
 - (B) butalbital;
 - (C) pentobarbital;
 - (D) secobarbital
- (8) benzodiazepines:
 - (A) diazepam;
 - (B) chlordiazepoxide;
 - (C) alprazolam;
 - (D) clorazepate; and
- (9) methaqualone.

(c) If the United States Department of Health and Human Services has established an approved protocol and positive threshold for a substance not listed in (b) of this Section, testing for such a substance shall be deemed to be approved by the Commissioner of Health.

(d) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels.

310:638-1-5.1. Drugs approved for testing in hair

(a) A licensed testing facility may test for any drug or class of drugs or their metabolites included in Schedule I, II or III of the Controlled Substances Act (21 U.S.C. § 801 et seq.) provided testing for such substances has been approved by the Commissioner of Health.

(b) The following types of drugs or their metabolites have been approved for testing by the Commissioner of Health:

- (1) marijuana;
- (2) opiates:
 - (A) codeine;
 - (B) heroin;
 - (C) morphine;
- (3) cocaine;
- (4) phencyclidine;

- (5) amphetamines:
- (A) amphetamines;
- (B) methamphetamine.
- (c) If the United States Department of Health and Human Services has established an approved protocol and positive threshold for a substance not listed in (b) of this Section, testing for such a substance shall be deemed to be approved by the Commissioner of Health.
- (d) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels

310:638-1-6. Cutoff levels for initial drug screening tests in urine

- (a) The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or their metabolites:
 - (1) marijuana metabolites: 50 ng/ml
 - (2) cocaine metabolites: 300 ng/ml
 - (3) opiates and metabolites: 2000 ng/ml; opiates and metabolites include the following:
 - (A) codeine;
 - (B) heroin;
 - (C) morphine;
 - (4) semi-synthetic and synthetic narcotics: 300 ng/ml
 - (A) hydrocodone;
 - (B) hydromorphone;
 - (C) meperidine (immunoassay unavailable, initial test level of 1000 ng/ml shall be used for meperidine)
 - (D) methadone;
 - (E) oxycodone;
 - (F) propoxyphene;
 - (5) phencyclidine: 25 ng/ml
 - (6) amphetamines: 1,000 ng/ml; amphetamines include the following:
 - (A) amphetamines;
 - (B) methamphetamines;
 - (C) methylenedioxymphetamine (immunoassay unavailable);
 - (D) methylenedioxymethamphetamine (immunoassay unavailable);
 - (E) phentermine;
 - (7) barbiturates: 300 ng/ml; barbiturates include the following:
 - (A) amobarbital;
 - (B) butalbital;
 - (C) pentobarbital;
 - (D) secobarbital;
 - (8) benzodiazepines: 300 ng/ml; benzodiazepines include the following:
 - (A) diazepam;
 - (B) chlordiazepoxide;
 - (C) alprazolam;
 - (D) clorazepate; and
 - (9) methaqualone: 300 ng/ml.
- (b) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations.
- (c) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels

310:638.1-6.1. Hair cutoff levels for initial drug screening tests

- (a) The following initial cutoff levels shall be used when screening hair specimens to determine whether they are negative for these drugs or their metabolites:
 - (1) marijuana: 10pg/10 mg of hair
 - (2) cocaine: 5 ng/10 mg of hair
 - (3) opiates and metabolites: 5 ng/10 mg of hair; opiates and metabolites include the following:
 - (A) codeine;

- (B) heroin;
- (C) morphine;
- (4) phencyclidine: 3 ng/10 mg of hair
- (5) amphetamines: 5 ng/10 mg of hair; amphetamines include the following:
 - (A) amphetamines;
 - (B) methamphetamines.
- (b) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations.
- (c) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels

310:638-1-6.2. Saliva cutoff levels for initial drug screening tests

The manufacturer of the saliva test system shall establish initial cutoff levels to be used when screening saliva specimens to determine whether they are negative for drugs or their metabolites. Such cutoffs shall be consistently applied for all saliva testing using that test system.

310:638-1-7. Cutoff levels for drug confirmation testing in urine

- (a) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), or an equivalent accepted method of equal or greater accuracy as approved by the Commissioner of Health, at the following cutoff levels for these drugs or their metabolites. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the testing facility record as "greater than the highest standard curve value."
 - (1) marijuana metabolites: 15 ng/ml (Delta-9-tetrahydrocannabinol-9-carboxylic acid)
 - (2) cocaine metabolites: 150 ng/ml (Benzoylecgonine)
 - (3) opiates and metabolites: 2000 ng/ml; opiates and metabolites include the following:
 - (A) codeine;
 - (B) morphine;
 - (C) heroin (10 ng/ml for tests for 6-Acetylmorphine when the morphine concentration exceeds 2000 ng/mL);
 - (4) semi-synthetic and synthetic narcotics: 300 ng/ml
 - (A) hydrocodone;
 - (B) hydromorphone;
 - (C) meperidine; (confirmatory test level of 500 ng/ml shall be used for meperidine)
 - (D) methadone;
 - (E) oxycodone;
 - (F) propoxyphene;
 - (5) phencyclidine: 25 ng/ml
 - (6) amphetamines: 500 ng/ml; amphetamines include the following:
 - (A) amphetamines;
 - (B) methamphetamines; (Specimen must also contain amphetamine at a concentration of greater than 200 ng/mL)
 - (C) methylenedioxyamphetamine;
 - (D) methylenedioxymethamphetamine;
 - (E) phentermine.
 - (7) barbiturates: 300 ng/ml; barbiturates include the following:
 - (A) amobarbital;
 - (B) butalbital;
 - (C) pentobarbital;
 - (D) secobarbital;
 - (8) benzodiazepines: 300 ng/ml; benzodiazepines include the following:
 - (A) diazepam;
 - (B) clordiazepoxide;
 - (C) alprazolam;
 - (D) clorazepate; and
 - (9) methaqualone: 300 ng/ml.

(b) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentration.

610:638-1-7.1. Hair cutoff levels for drug confirmation testing and procedures

(a) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), mass spectrometry/mass spectrometry (MS/MS), or an equivalent accepted method of equal or greater accuracy as approved by the Commissioner of Health, at the following cutoff levels for these drugs or their metabolites. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the testing facility record as "greater than the highest standard curve value."

(1) marijuana metabolites: 1 pg/10 mg of hair (Delta-9-tetrahydrocannabinol-9-carboxylic acid);

(2) cocaine: must be at or above 5 ng/10 mg of hair and/or metabolites as follows:

(A) benzoylecgonine at 1 ng/10 mg of hair;

(B) cocaethylene at 1 ng/10 mg of hair;

(3) opiate and metabolites: 5 ng/10 mg of hair; opiate and metabolites include the following:

(A) codeine;

(B) 6-monoacetylmorphine (heroin metabolite);

(C) morphine;

(4) phencyclidine: 3 ng/10 mg of hair;

(5) amphetamines: 5 ng/10 mg of hair; amphetamines include the following:

(A) amphetamines.

(B) methamphetamines.

(b) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations.

(c) All hair specimens undergoing confirmation shall be decontaminated using an approved wash procedure which has been published in the peer reviewed literature which at least, has an initial fifteen (15) minute organic solvent wash followed by multiple (at least three) thirty (30) minute aqueous washes and one final one hour aqueous wash.

(d) After hair is washed, the drug entrapped in the hair shall be released either by digestion (chemical or enzymatic) or by multiple solvent extractions. The resulting digest or pooled solvent extracts shall then be confirmed by approved methods.

(e) All confirmation analysis methods must eliminate the melanin fraction of the hair before analysis. If a non-digestion method is used, the laboratory must present published data in the peer reviewed literature from a large population study which indicates that their method of extraction does not possess a statistically significant hair color bias.

(f) Additional hair samples may be collected to reconfirm the initial report. The recollected sample shall be retested as specified, however, the confirmation analysis shall be performed even if the screening test is negative. A second positive report shall be made if the drug concentration in the digest by confirmation methods exceeds the limit of quantitation of the testing laboratory's method. A second test shall be offered to anyone disputing a positive hair test result.

(g) To assist the Review Officer in the interpretation of results, officers may order sectioning of a hair sample (e.g. segmenting hair into 0.5 inches sections, which is about one months growth, each analyzed separately). The sectioning may occur on the original and any subsequent sample submitted for testing.

310:638-1-7.2. Cutoff levels for drug confirmation testing in saliva

(a) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), or an equivalent accepted method of equal or greater accuracy as approved by the Commissioner of Health. The manufacturer of the saliva test system shall establish confirmation cutoff levels to be used when confirming saliva specimens that screen positive. Such cutoffs shall be consistently applied for all saliva testing using that test system. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the testing facility record as "greater than the highest standard curve value."

(b) All confirmation testing on saliva shall be performed on the same specimen that was identified as positive on the initial screen.

610:638-7-4. Initial alcohol screening tests

(a) **Cutoff level for initial alcohol screening tests.** An alcohol concentration of 0.02 or greater shall be considered a positive initial test for alcohol and shall be confirmed as required. A positive result obtained utilizing an alcohol screening device which meets the requirements at OAC 310:638-7-4(b) shall be considered a positive initial test for alcohol and shall be confirmed as required.

610:638-7-5. Cutoff level and alcohol confirmation tests

All positive initial alcohol screening tests shall be confirmed using breath analyzed by an EBT or blood analyzed by gas chromatography (GC). A test performed on blood and analyzed by gas chromatography shall be considered a confirmed alcohol test. An alcohol concentration of 0.02 or greater shall be considered a positive confirmation test for alcohol.