

COLLECTIVE BARGAINING AGREEMENT

By and Between

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

DISTRICT LODGE 725

LOCAL LODGE 946

AEROSPACE



JOBS . SECURITY . PROSPERITY

And



DynCorp International, LLC

CALIFORNIA DEPARTMENT OF FORESTRY SUPPORT DIVISION

PILOTS

Effective April 1, 2019 through March 31, 2024

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PREAMBLE

This agreement is made and entered into this 31st day of March, 2014, by and between DYNCORP INTERNATIONAL, LLC currently located at McClellan Park, California, hereinafter referred to as the "Company" and the GRAND LODGE OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, A.F. of L. - C.I.O., and its District Lodge 725 and its Local Lodge No. 946, hereinafter referred to as the "Union".

ARTICLE 1- RECOGNITION

1.1 The Company recognizes the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 725, LOCAL LODGE 946, as the exclusive collective-bargaining representative of the employees in the unit described in Article 1.2 below pursuant to NLRB case number 20-RC-17643.

1.2 All full time and regular part-time pilots employed by the Employer pursuant to its contract with the California Department of Forestry and Fire Protection (CAL FIRE) at air attack bases operated by CAL FIRE at various locations in California, including at Rohnerville, Redding, Ukiah, Santa Rosa, Chico, Fresno, Grass Valley, Porterville, Ramona, Hemet, Paso Robles, Hollister, Victorville and Columbia, California; and excluding all other employees, managerial employees, confidential employees, guards and supervisors as defined in the Act.

1.3 Salaried non-bargaining unit employees of the Company shall not perform any bargaining unit work, except on an emergency basis.

ARTICLE 2 - RIGHTS OF MANAGEMENT

2.1 The management of the business of the Company and the direction of its personnel, including, but not limited to, the rights, authorities and prerogatives of management such as the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees for just cause, to make work assignments related to work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine and enforce reasonable standards of production, to make and enforce reasonable shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities are rights exclusively in the Company.

2.2 The parties recognize that all of the operation covered by this Collective Bargaining Agreement are governed by the CAL FIRE Contract for Aviation Services. The parties further recognize that the work under this agreement shall be performed on CAL FIRE operated premises, using CAL FIRE owned/controlled equipment and frequently under CAL FIRE direction/control. Accordingly, it is further understood and agreed that nothing in this Agreement is intended to supplant or supersede CAL FIRE's contractual rights concerning the terms and conditions of the contract that CAL FIRE has with the Company. If any CAL FIRE action or request occurs that in any way impacts or otherwise affects bargaining unit members

and/or the Collective Bargaining Agreement, the Company agrees to meet with the Union to explain said action and attempt to resolve any disputes that may arise. The Company may include appropriate representatives of CAL FIRE in any such meeting.

2.3 The Company shall have the right to implement and change from time to time the Company's Code of Ethics and Rules of Conduct, and the Union shall have the right to grieve the application of such rules and programs. The Company will notify and discuss with the Union any changes in the Company's Code of Ethics and Rules of Conduct prior to implementation.

ARTICLE 3 - STRIKES AND LOCKOUTS

3.1 The Union, its staff shall in no way authorize, call, cause, assist, encourage, participate in, ratify, or sanction any strikes, sit down, slow down, picketing, boycott, concerted cessation or stoppage of work, or other interference or interruption of work during the duration of this agreement. The Company shall have the right to discharge, suspend or otherwise discipline any or all employees who cause or participate in any of the above enumerated activities.

3.2 In consideration of this no strike pledge by the Union, the Company shall not lock out employees during the duration of this agreement.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.1 All employees covered by this agreement shall, as a condition of continued employment, become and remain members of the Union in good standing during the term of this agreement.

4.2 All new employees covered by this agreement shall, as a condition of employment, become members of the Union immediately after thirty (30) calendar days of employment, and remain members in good standing during the term of this agreement.

4.3 The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender the periodic dues and fees uniformly required as a condition of acquiring or retaining membership in the Union.

4.4 Upon receipt of, signed by the employee, the Company shall deduct from the employee's pay the initiation or reinstatement fee and monthly dues payable by him to the Union, in an amount as directed by the Union for the period specified, so long as he remains in the bargaining unit.

4.5 The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Company at the direction of Union in making payroll deductions of Union membership dues, reinstatement, initiation fees, or discharge of an employee at the Union's request in accordance with the third paragraph of this article.

ARTICLE 5 - NEW EMPLOYEES

5.1 All new employees shall be on a probationary period for one (1) calendar year from their date of hire and can be discharged or released within that period of time for any reason.

5.2 New employees covered by this agreement will be introduced to the Chief Steward, or his designee, by the Operations Manager or other Company Representative promptly, but in no event later than five (5) days after employment.

5.3 An employee who has completed less than thirty (30) calendar days of service who is released for lack of work and then rehired within a year to the same classification will be credited with the original period of service toward completion of his probationary period. His seniority date will then be adjusted accordingly.

ARTICLE 6 - STANDARD WORKDAY AND WORKWEEK

Duty Day

6.1 Start-Up times will be established at each base. Cut-off time will be thirty (30) minutes prior to sunset. Employees shall complete pre-flight inspections and aircraft shall be ready for flight at the prescribed start up time. Employees will not receive Extended Standby pay for partial hours required to complete pre-flight inspections or ready aircraft for flight.

Duty Week

6.2 The Duty Week shall consist of six (6) days on and one (1) day off. For the purposes of pay only the Duty Week will consist of nine (9) hours a day, six days a week. Any Changes in the Duty Week including the days off must be approved by management in advance of that change. The Duty Week may be modified to twelve (12) days on and two (2) days off in a fourteen (14) day period. However, every employee must have two (2) days off in any fourteen (14) day period in accordance with the Company's contract with CAL FIRE. The parties agree to reopen the Agreement concerning wages and hours if there is a future legal or federal/state determination concerning wages or hours in the Agreement.

The Parties agree to incorporate a change to the duty week above, as staffing permits. The Company will implement a Modified Duty Schedule beginning in 2019 in the Southern Region and working northward to the Northern Region. The Company will work with the Chief Steward as schedules shift to a Modified Duty Schedule, and only be done by mutual agreement. The Parties will strive to have the Modified Duty Schedule fully implemented prior to the 2023 fire season.

The Modified Duty Schedule will consist of either:

- 1) Six (6) days on and three (3) days off in a nine (9) day period; or

2) Twelve (12) days on and six (6) days off in an eighteen (18) day period

For the purposes of pay only, the Modified Duty Schedule will consist of nine (9) hours per day and the actual days worked in the pay period. The pay period will begin at 12:01 AM on Friday and end at 11:59 PM the following Thursday. Any changes to the Modified Duty Schedule, including days off, must be approved by management in advance of that change. Every employee must have at least two (2) days off in any fourteen (14) day period in accordance with the Company's contract with CAL FIRE.

6.2a If the pilot(s), for reasons of aircraft maintenance, weather, Company or CAL FIRE directive, cannot return to their home base for their regular scheduled day(s) off the pilot(s) will be paid their regular salary and RON's.

Extended Standby

6.3 The Company agrees to pay the appropriate regular hourly rate per Appendix "A" for any hours or portions thereof worked prior to the start of the duty day.

6.3.a. If CAL FIRE requests an aircraft to be ready for flight for up to five (5) hours Prior to Start Up (PTSU), an employee shall receive Extended Standby (ESB) pay for the number of hours the aircraft is ready for flight prior to Start Up. No Extended Standby pay will be paid for an employee to complete the pre-flight inspection or ready the aircraft for flight. (Example: Start up = 10 AM, CAL FIRE requests aircraft to be ready at 9 AM, employee will receive one (1) hour of Extended Standby pay.)

6.3.b. If CAL FIRE requests an aircraft to be "Over the Fire" up to five (5) hours PTSU, an employee shall receive Extended Standby pay for the number of hours prior to Start Up the aircraft is requested to be "Over the Fire" plus one (1) additional hour. (Example: Start up = 10 AM, CAL FIRE requests aircraft to be Over the Fire at 9 AM, employee will receive two (2) hours of Extended Standby).

6.3.c. Employees will receive one (1) hour of Extended Standby pay if CAL FIRE requests, in advance, for an employee to remain on base and ready for dispatch past Cut Off and up to 30 minutes past sunset.

6.3.d. Employees will not receive Extended Standby pay if they return to base up to fifteen (15) minutes after Cut Off due to working an ongoing fire.

Examples of Extended Standby (assumes a 1000 hour start time)

<u>Description</u>	<u>Extended Standby Pay</u>
Cal Fire requests base be staffed @ 8am for a wind event.	YES 2 hrs.
Pilot is dispatched between 0900 and 0959	YES 1 hr.
Pilot land @ base 10 minutes after cutoff while working on an ongoing fire	NO

Pilot lands at a base 15 min past cutoff and is told extended standby of 8am the next day. Pilot stays to fuel.	YES 1hr.
Pilot is asked to report for duty @ 0900 and arrives @ 0845 to preflight	YES 1 hr.
Pilot is asked to remain on duty until sunset due to a wind event	YES 1 hr.
Pilot is asked to remain at the base past cutoff as the neighbor tanker base was just dispatched	YES 1 hr.

6.3.e. Extended standby in excess of five (5) hours must be approved in advance by the Company, whenever possible.

6.3.f. The Company agrees to pay reasonable lodging costs (i.e. hotel) for those pilots who do not permanently reside at their assigned base and have been extended beyond the fire season duty period end date in Article 23.11. The following conditions must be met:

1. The pilot must provide written notice (such as a statement from the lessor) to the Company that the lodging they have resided in during the fire season duty period is no longer available or contains unreasonable terms (i.e. 3-month minimum lease extension).
2. The pilot must submit reasonable lodging expenses (i.e. hotel) to the Company on an Expense Report.
3. The pilot must attempt to obtain reasonable lodging at the State of California rate.

6.3.g Staffing for Extended Standby PTSU, during fire season, will be determined as follows:

1. When Immediate Need staffing (as stated in Article 23.6.b) is requested, the Regular Base pilot will be offered the Extended Standby first, then the Relief Pilot. However, the closest pilot will be given the first opportunity.
2. When Extended Standby is requested for a planned event, the Base pilots shall have the first right of refusal, then the Relief pilot, and then it will be offered to other pilots by seniority (if available).

Winter Deployment Extended Standby Pay

6.3.h. If a base has been shut down for the end of the “fire season”, but is then temporarily re-opened, due to a wind event for example, “Winter Deployment Extended Standby Pay” will apply. Winter Deployment Extended Standby pay will only be paid for those hours or portions thereof outside of the winter duty day (i.e. a duty day longer than 8 hours). Cutoff time is still 30 minutes prior to sunset during winter deployment at all bases in California.

Example: Hemet is asked to re-staff aircraft January 15th for three days due to a wind event. Cutoff is 1630. New Winter duty day is 0830 until 1630 (8 hours).

Bases have the option to staff aircraft at the normal 1000 start time, but extended standby will be paid only if the pilot’s duty day exceeds 8 hour of “on duty” time prior to cutoff or exceeds 8 hours by remaining on duty past Cutoff or more than 15 minutes after cutoff if on an ongoing fire.

Examples of Winter Extended Standby

Description	Winter Extended Standby Pay
Base is re-activated for wind event. Pilots are asked to be at the base @ 8am. Cutoff is 1630	YES 1 hr.
Base is re-activated. South Ops wants pilots to remain on duty until sunset	YES 1 hr.

ARTICLE 7 - WAGE RATES

7.1 The bargaining unit job classifications and wage rates, which shall be effective during the term of this agreement, are contained in Appendix "A" attached hereto.

Cost of Living Adjustments (C.O.L.A.)

7.2 Effective December 1, 2022, and each subsequent December 1st thereafter to correct for inflation using the annual Bureau of Labor Statistics CPI-W for the San Francisco/Oakland areas for comparable maintenance/pilot services. Starting with 2022, if the COLA is determined to be greater than the GWI, the percentage difference will be paid in a lump sum retroactive to December 1 of that year. For example:

CPI San Francisco/Oakland Base

2000 Annual CPI	\$20.48
1999 Annual CPI	<u>\$19.44</u>
	\$ 1.04

\$1.04 divided by 1999 rate \$19.44 = .0535 x 100 = 5.35%. Adjustment would be 5.35% increase. It is possible that the CPI adjustment could reflect a negative value, in which case no adjustment would result.

7.3 The resulting 3% or C.O.L.A. increase whichever is greater, will be rolled into and become part of the wage rates as set forth in Article 7.1 above.

ARTICLE 8 - SENIORITY AND PROMOTIONS

General

8.1 The purpose of this article is to provide a declared policy of work security for employees measured by length of service with the Company and to provide means to which job movements of employees who possess a CAL FIRE Airplane Qualification card, issued by CAL FIRE.

Definitions

8.2 **Seniority** shall be defined as the seniority dates shown on the California Fire Pilots Association (CFPA) seniority list.

8.3 A **promotion** shall be defined as a change to a job classification for which the rate of pay is greater than rate of pay of the employee's present job classification- due to being assigned to fill a vacancy.

8.4 A **downgrade** shall be defined as a change to a job classification for which the rate of pay is less than the rate of pay of the employee's present job classification due to a reduction in the work force. A voluntary downgrade shall be defined as a change to a job classification for which the pay rate is less that the rate of pay of the employee's present classification resulting from an employee's desire to work in a lower paid job classification.

8.5 A **transfer** shall be defined as a movement of an employee from one Base of Operations to another without a change of job classification.

8.6 A **layoff** shall be defined as a removal from the active payroll of the Company because of a reduction in force.

8.7 **Recall rights** shall be defined as those rights which an employee has when laid off or downgraded.

Layoffs and Downgrades

8.8 In administering layoffs and downgrades, seniority shall be applied as follows:

a. The person having the least seniority within the affected job classification shall be the first displaced and the last recalled.

b. Pilots who have bid those Bases shall maintain those bases by seniority throughout the fire season as their Home Base. If a temporary reduction in force is necessary prior to the scheduled end of season due to maintenance and the Base would have otherwise remained activated, the Pilot will be paid for the remainder of the Fire Season Duty Period (see Article 23.11). Pilots shall retain their Home Base from season to season and may not be bumped unless the number of aircraft is reduced by CAL FIRE. In that situation affected Pilots may displace the least senior Pilot(s) by classification within the bargaining unit. All Multi-Tanker Bases will be laid off by seniority.

c. Any Pilot displaced due to a base closure or reduction in aircraft, shall have the first right of refusal to that base from which they were displaced prior to the bidding process of that base re-opening.

8.9 Employees may accept a layoff in lieu of a downgrade. When the employee has been notified of his downgrade and requests a layoff in lieu of downgrade, he must submit this request in writing to the Operations Manager requesting layoff in lieu of downgrade.

8.10 In a case of a layoff, the Company shall notify the affected employee, as soon as reasonably possible.

Recall from Layoff or Downgrade

8.11 Any employee who had accepted a lower paid job classification or a layoff shall have recall rights to his previous classification in line with his seniority.

8.11. a. The Company shall start the bidding process for all temporary and known permanent base openings and schedules (as applicable), on or before March 15 (insofar as possible) for the upcoming fire season unless CAL FIRE has determined otherwise. In cases where a Base position becomes vacant after March 15, those Bases shall go out to bid no later than thirty (30) calendar days upon written notification to the Company by the pilot. The Company shall post a bid, with a date and time such bid(s) close. After the bidding process, the Company will provide results of the bidding process to all employees as soon as possible, but no later than eight (8) hours after the closing of the bidding process.

8.12 An employee subject to recall shall be sent a certified or registered letter to the employee's address given at the time of his layoff or the last address provided by the employee after layoff. Upon receipt of the certified or registered letter, the employee must notify and state to the Company within five (5) working days from receipt of such letter that he possesses the required CAL FIRE qualifications and certifications and whether or not he will accept recall. If he no longer possesses the required CAL FIRE qualifications and certifications, fails to reply or refuses to accept the job, his seniority rights are forfeited. If a qualified and certified employee accepts a recall, he must report to work within five (5) working days from the date of the receipt of the certified or registered letter. If the qualified and certified employee accepts recall and fails to report within such five (5) working days, he will forfeit his seniority rights to all job classifications.

8.13 Loss of Seniority will occur in the following circumstances:

- a. Resignation.
- b. Discharge for just cause
- c. Failure to comply, report or refusal of recall
- d. Layoff in excess thirty-six (36) consecutive months out of the Company
- e. Retirement.
- f. Revocation of pilot Qualification Card and failure to re-obtain within 12 months of its revocation. In the event a pilot has their card revoked, and prior to the twelve (12) months expiring (to re-obtain the card), and if the pilot has a medical leave of absence as described in Article 16, the medical leave will take precedent (putting the 12 months period in abeyance). Once the pilot has been medically cleared for work the balance of the twelve (12) month suspension will resume. If training for that season has already occurred then the pilot will have until the next training session to re-obtain their card.

8.14 No employee who has active seniority rights under this agreement shall be required to serve more than one probationary period within the bargaining unit unless he is discharged for just cause or quits.

Retention of Seniority

8.15 An employee who has voluntarily accepted a management position with the Company outside of the bargaining unit may return to the bargaining unit provided that the employee returns within a total accumulative period of three (3) months.

Super Seniority

8.16 The Chief Steward shall possess super seniority within the bargaining unit for the purpose of layoff, transfer and downgrade during the period of his service in such capacity. It is the responsibility of the Business Representative and/or Chief Steward to provide the Company with a current name of the Chief Steward entitled to such super seniority. The Chief Steward shall remain in office until there is a signed notice of change furnished by the Business Representative and/or Chief Steward.

Seniority List

8.17 The current seniority list covering all employees in the bargaining unit shall be jointly maintained by the Company and the Union. Thereafter, as new employees are hired, they will be added to the list in hiring order. The Company will provide a copy to the Chief Steward and to the Business Representative's office when revised. Such list shall include the following information:

- a. Employee name
- b. Seniority by as defined in Article 8.2.

The parties recognize the nature of Company and Union proprietary information contained on such seniority list and how sharing of such information may jeopardize a future competition for this CAL FIRE Contract. The Company hereby pledges to appropriately mark each copy posted or distributed and to treat each posting or copy as Company and Union private information. This further means that neither the Company nor the Union shall provide a copy of this list to a competitor or to any outside agency or company without the express written authorization of the Company and the Union. Failure to abide by this provision will be considered a serious violation of this Agreement.

Promotions and Transfers

8.18 It shall be the policy to afford each employee the opportunity to advance and fill vacancies by promotion or transfer when present employees possess a CAL FIRE Airplane Qualification Card, issued by CAL FIRE, with exceptions to the provisions in Article 16. All Vacancies, Upgrades, Promotions, Transfers, New or Additional Positions will be offered to all pilots in writing including e-mail. Immediate need or short-term notification by CAL FIRE (96 hours or less) may require phone notification by the Company in seniority order. Accordingly, all vacancies and new jobs within the bargaining unit are subject to promotion or transfer as follows:

- a. Pilots who wish to bid a certain Home Base or schedule, or upgrade to another aircraft or classification, may do so only if a vacancy exists. If necessary, a temporary Pilot may fill the

position until the Bid or Upgrade can be completed.

b. A qualified employee must be released if possible when a promotion or transfer is offered. Once an employee has completed his training program and is "carded" by CAL FIRE, his pay increase, if any, will begin on the first day the employee is assigned and begins performing his new job.

c. The Company will give first preference of promotions and transfers to qualified employees within the Bargaining unit before hiring new employees.

d. The Company may fill with a "Temporary Pilot", any job classification within the bargaining unit which cannot be filled by a qualified pilot using the seniority list. This position is part of the bargaining unit and will expire midnight December 31 of that year.

e. In the event that a promoted employee voluntarily downgrades or fails to satisfactorily complete training in the new position, that employee will be ineligible to again be promoted to that position. At its discretion, the Company may discuss with the Union exceptions to this provision.

8.19 In selecting an employee for promotion or transfer, the following shall apply:

- a. The seniority of the employee shall be the determining factor where the skill and ability required to perform the task in question are relatively equal.
- b. A promoted employee who cannot qualify, or who becomes dissatisfied in the new job within the training period may return to his/her previously held classification and previous base assignment without the loss of seniority and/or other benefits the following season. Once the employee completes the training period, is considered promoted, and is awarded a permanent position in the new classification, he/she then gives up any right to a previously held base assignment in a different classification, except in a layoff seniority permitting
- c. If a promoted employee can not qualify and the Company selects another candidate for the promotion the previous candidate will assume the selected employee's base for the remainder of the season. If the Company does not select another candidate then the previous candidate will assume the position of the least senior pilot within that job classification for the remainder of that season. Such employee(s) who fails to qualify shall not receive RON's while staffing that aircraft at the selected employee's base throughout the remainder of the season. If the pilot is to overnight at another base while staffing that aircraft or is reassigned from that base they will get an RON per section 23.2. c.

The Company may deny voluntary temporary transfers or voluntary temporary downgrades if the vacating position cannot be reasonably backfilled with another qualified pilot.

Statement of Application of Job Descriptions

8.20 The parties agree that the applicable job descriptions are contained in Appendix “B” of this agreement. The applicable job designation will be those listed in Appendix “B”. In the event of a change or amendment to these job descriptions, including equipment, the parties agree to meet and discuss the impact, if any, to the collective bargaining agreement. CAL FIRE will provide minimum qualifications for each job description.

8.21 Pilots, who have attained a CAL FIRE Airplane Qualification Card as an Initial Attack rated Air-Tanker pilot, but not assigned to staff an Air-Tanker, shall attend annual pre-season training for Air-Tankers (and paid at the rate of an Air-Tanker pilot) as well as attend annual pre-season air attack training (and paid at the rate of an Air-Attack Pilot).

During the fire season, the pilot who is carded as an Air-Tanker Pilot, but not assigned shall be allowed to fly proficiency flights once per week before the normal base startup time. The carded/non-assigned pilot will be paid at the rate of an Air-Tactical Pilot for morning extended time (i.e. proficiency flight).

If, while on a proficiency flight, the pilot is diverted to or takes action on a fire, he will be paid at the rate of an Air-Tanker Pilot for the remainder of the day.

If the carded/non-assigned pilot is required to staff an Air-Tanker, he or she will be paid at the rate of an Air-Tanker Pilot while covering the assignment. If the cover assignment is for four (4) or more accumulated days, the pilot will be paid at the rate of an Air-Tanker Pilot for the remainder of the season, regardless of what aircraft he will be flying for the remainder of the season.

Dual qualified pilots (i.e. pilots that are “carded” in more than one aircraft) will be allowed to perform weekly proficiency flights in each aircraft for which they are carded.

ARTICLE 9 - CHIEF STEWARD

9.1 The Union will designate one (1) Chief Steward elected by the pilots and whatever steward(s) the Union deems necessary. The Chief Steward's duties shall be as follows:

- a. To investigate a grievance and to determine the advisability of appealing it to the Operations Manager.
- b. To participate in the hearing of grievances that has been appealed to the Operations Manager.
- c. To investigate matters pertaining to safety and working conditions within the Company.
- d. To participate in arbitrations, negotiations and other scheduled meetings with the Company pertaining to the bargaining unit
- e. To guide and direct steward(s), if any.

General

9.2 It is agreed that the Chief Steward shall keep to a minimum the time spent in the performance of their duties as outlined in this article and at all other times continue to perform their assigned jobs.

9.3 The Chief Steward and/or Business Representative shall give the Company as much advance notification as possible in writing of any changes of the Chief Steward. Such notification shall also be given upon removal of the Chief Steward. The Chief Steward shall be recognized only upon receipt of an official Union letter of certification. Such written certification shall be addressed to the Project Manager.

9.4 The Chief Steward will report to the appropriate supervisor, if available, or any available supervisor when entering an area supervised by a supervisor other than his own. He will inform the supervisor he is there to discuss Company-Union matters and the approximate length of his stay.

9.5 The Chief Steward may designate another employee to act in his place if he is not available. Such acting steward shall not have super seniority.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 For the purpose of this agreement, the term "grievance" means a dispute between the Company and the Union, or between the Company and any employee concerning the interpretation, application, claim of breach or violation of this agreement. Any group or general grievance involving more than one individual shall be taken up by a designated Union representative.

10.2 The grievance procedure shall be administered as follows:

Step I

1. An employee who believes he has cause for a grievance shall contact his Operations Manager alone, with, or through the Chief Steward. Prior to discussing the grievance, the Operations Manager shall notify the Chief Steward, who shall be present if possible at such discussion. The grieving employee's Operations Manager shall give the answer to the grievance to the grievant within five (5) workdays from the time of the Step I grievance discussion.

2. If after discussion with the Operations Manager, the employee and/or the Steward do not feel that the grievance has been properly adjusted and after all parties have had the opportunity to have a thorough discussion of all the facts available, then the grievance may be reduced to writing by the Chief Steward.

Step II

1. The Chief Steward is responsible for the written grievance. The grievance statement shall include the following:

- a. A statement of the grievance clearly indicating the question(s) raised by the grievance and the article(s) and sections(s) of the labor contract that is alleged to be violated.
- b. The remedy or correction requested of the Company.

2. The grievance form will be filled out and signed by the grieving employee, if possible, or the Chief Steward and shall include the date and time of the first step discussion(s).

3. The appeal to second step will be made within five (5) workdays from the answer of the Operations Manager in step I. If the answer from the Operations Manager is not satisfactory, the Chief Steward shall contact the Union Business Representative who will contact the Operations Manager to set up a step 3 meeting.

4. If the grievance is withdrawn, settled or denied, at the second step, the Operations Manager shall retain one copy for his file, forward the original to the Program Manager, and return the remaining copies to the Chief Steward.

5. The Company's Step II answer shall include the following:

- a. A complete statement of the Company's position and the facts on which it was based.
- b. The remedy or correction, which has been offered, if any.

6. The Union has five (5) workdays to determine whether or not to appeal the grievance to the third step.

7. The chief steward has the responsibility to determine if the grievance is to be appealed to the third step.

Step III

1. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) working days after the appeal to the third step by the Chief Steward. The Union Business Representative and the Program Manager will meet in an effort to dispose of the matter. The meeting will include the Chief Steward if possible. A written answer will be made within ten (10) workdays after the hearing. In exception to the above, third step answers to grievances concerning discharge shall be given within five (5) standard workdays.

Arbitration

1. If the third step answer is not satisfactory to the Union, the Union may appeal the

grievance to arbitration. The request must be given in writing to the Program Manager by the Business Representative within ten (10) workdays from the date of the third step answer.

2. An arbitrator may be selected by mutual agreement between the Program Manager and the Business Representative or their designated representatives.

3. Should the parties fail to mutually agree on an arbitrator in the selection meeting referenced above, within forty-eight (48) hours of such meeting, they shall immediately make a joint request to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall strike two (2) names from the list and the remaining person shall be accepted as the arbitrator.

4. Prior to the arbitration hearing the parties will endeavor to enter into a stipulation of facts concerning the matter to be arbitrated and further will attempt to define the issue to be arbitrated.

5. If an employee witness is called by the Company, the Company will reimburse him for time lost. If an employee witness is called by the Union, except the Chief Steward or his designated representative, the Union will reimburse him for lost time.

6. It is understood that the arbitrator will only interpret this contract and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on both parties to this agreement, and such decision shall be rendered within thirty (30) days after receipt of briefs, if filed, and/or transcripts, whichever is later.

7. The fees of the arbitrator will be borne equally by the Union and the Company.

General

10.3 A written grievance involving more than one (1) employee will be filed by the Chief Steward for and on behalf of the employees.

10.4 Settlements at Step I and Step II of the grievance procedure are not precedent setting and these dispositions will not be used in establishing a grievance precedent.

10.5 No grievance decision covering any type of grievance shall provide for retroactive compensation for more than thirty (30) working days prior to the date such grievance was filed, except by mutual agreement between the parties, however a bona fide discrepancy, with proper documentation will be reviewed.

10.6 If the Company does not meet time limits, the Union may process the grievance to the next highest step of the grievance procedure, and a hearing will be held the following workday. However, by mutual agreement the applicable representatives of the parties may extend the time limit for a grievance by a signed specified time extension. If no answer to a third step grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limits in writing has been made, then the grievance may be advanced to the next step.

10.7 The Business Representative and the Chief Steward shall have the authority to settle

grievances for the Union or employees at their respective steps of the grievance procedure.

10.8 An employee who is discharged shall be granted a hearing upon his request with the Program Manager and such hearing will include the Chief Steward and/or Business Representative. The discharged employee will be given the reason for discharge in writing. In those cases where employees are suspended, the Business Representative and/or the Chief Steward will be notified by the Program Manager.

10.9 If the Union determines that the merits of the discharge are without warrant, they may process the grievance immediately to Step III.

10.10 Progressive Disciplinary Actions

When an employee is to be given corrective discipline, the principles of progressive discipline, will be applied unless the offense is so egregious that it may require an advance in step (with “Just Cause”) as follows:

1st Step – Letter of Counseling (LOC): Shall be made void, removed from employees records within twelve (12) months, and copies returned to the employee.

2nd Step – Letter of Reprimand (LOR): Shall be made void, removed from employees records within sixteen (16) months, and copies returned to the employee.

3rd Step – Suspension (three days): Shall be made void, removed from employees records within twenty four (24) months, and copies returned to the employee.

10.11 It is agreed that a copy of any documentation regarding an employee's conduct which is the basis of or is an Employee Action Record shall be given to the employee no less than sixty (60) days after the occurrence of the events on which the documentation is based.

ARTICLE 11- ACCESS TO COMPANY FACILITY

11.1 Accredited representatives of the Union shall have the maximum access permissible, given the fact that all facilities are property of the CAL FIRE and appropriate notification of CAL FIRE may be required. It is understood that all arrangements for visits of the accredited representatives of the Union to the CAL FIRE facility shall be made through Program Manager and the Program Manager will notify the appropriate CAL FIRE staff.

ARTICLE 12 – NONDISCRIMINATION

12.1 It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination and harassment which is or which may become unlawful during the period of this Agreement. To this end, the parties

agree to comply with all applicable laws, statutes and regulations concerning nondiscrimination in employment.

12.2 The Company agrees not to discriminate against any employee for Union activity.

12.3 As used in this Agreement, it is understood that the designation of the masculine gender shall apply equally to the feminine gender.

ARTICLE 13 - BULLETIN BOARDS

13.1 Space shall be provided at locations mutually agreed upon for Union bulletin boards to post the following types of notices:

- a. Union recreational and social activities
- b. Union elections
- c. Union appointments and results of Union elections
- d. Union meetings
- e. Such other notices that may be mutually agreed upon by the Union and the Operations Manager.

ARTICLE 14 - SAFETY PROVISIONS

14.1 It is the desire of both parties to this agreement to maintain high standards for safety in order to eliminate as far as possible industrial accidents and illnesses.

14.2 The Company agrees to maintain an active union-management safety committee. The Union and Company shall designate an equal number of representatives to the committee, such number to be determined by mutual agreement. In addition, an appropriate CAL FIRE representative may be invited to participate on the committee.

14.3 The duties of the union-management safety committee shall be to review all applicable State, Municipal, and Federal Safety and Sanitary Regulations and to make recommendations for the maintenance of proper standards. The Committee shall consist of equal representation from the Company and the Union.

14.4 No employee shall be disciplined or discharged for refusing to work on a job if his refusal is based on a reasonable claim that said job is not safe or might unduly endanger his health or safety, provided the employee follows the Unsafe Job Claim process as provided in Section 14.7.

Additional Safety Conditions

14.5 In the event the corrective measures recommended by the union-management safety committee are not put into effect, the matter may be referred to the grievance procedure beginning with Step III thereof.

14.6 Safety representatives, or any other individual designated by the Union to handle a safety issue, will be paid for such time only when approved by, and at, the sole discretion of, the Company.

Unsafe Job Claim

14.7 An employee who believes his job is not safe or might unduly endanger his health shall contact his immediate supervisor to report the condition. If, after discussions with the immediate supervisor, the complaint has not been satisfactorily adjusted, the employee may report the unsafe condition in writing. The Union Area Safety Representative and the immediate supervisor will make the initial determination of whether or not the job is safe. If they are in disagreement, the Committee described in 14.2 above will determine if the job is safe. If they do not agree, the employee shall be assigned other work suffering no loss in pay until it has been determined by the Safety Committee that the job has been made safe. Once that occurs, the employee shall be returned to the job.

14.8 Contract 7CA76884 (or subsequent) requires all pilots to have a 2nd Class Medical Certification. Additionally, each pilot over 40 years of age is required to have an EKG endorsed by your Aviation Medical Examiner (AME) stating there is no evidence of myocardial infarction.

DynCorp International is requiring all pilots to furnish their 2nd Class Medical Certificate and EKG endorsement no later than February 1 of each year. The medical certificate and EKG endorsement must be valid for the entire fire season (thru November 30). Extensions of the February 1 date may be considered by Management, on a case-by-case basis.

Any pilot who requests, and is granted, an extension must submit their 2nd Class Medical Certificate and EKG endorsement on or before April 1 of each year. Any pilot who fails to submit the required documentation by April 1, will be ineligible to fly CAL FIRE aircraft during the current year fire season. This will be considered unpaid leave.

If a pilot can provide written documentation from his/her AME that substantiates the pilot will have their medical certificate at least thirty (30) days prior to the contract start date, DI Management may accept said documentation on a case-by-case basis. Should the Company not allow the pilot to return, the Company agrees to provide written documentation to the pilot and the Union as to such rationale.

DI Management reserves the right to reinstate any pilot during the fire season, provided they submit a current 2nd Class Medical Certificate and EKG endorsement. The reinstatement of a pilot during fire season shall be solely at the discretion of DI Management and only considered in order to prevent an aircraft from becoming unstaffed.

No Pilot will be allowed to attend annual flight training without a current 2nd Class Medical Certificate and EKG endorsement that is valid for the entire fire season.

ARTICLE 15 - SAFETY EQUIPMENT AND ATTIRE

- 15.1 Pilots will be furnished with all necessary flight equipment pursuant to the Company's contract with CAL FIRE. The Company agrees to an annual reimbursement of \$95.00 to be used toward the purchase of approved aviation footwear.
- 15.2 The Company agrees to provide and replace as necessary Nomex flight suits to the employees. The employees acknowledge and agree that flight suits must be worn at all times when operating CAL FIRE aircraft.
- 15.3 Company agrees to a one-time reimbursement of up to \$850 to be used toward the purchase of a flight helmet and visor approved by CAL FIRE. All repair and maintenance costs of the helmets & visor shall be the responsibility of the employee. The employee must provide receipt of purchase to the Company prior to reimbursement.

ARTICLE 16 – LEAVES OF ABSENCE

16.1 Personal leaves without pay are not normally granted during the regular fire season. However, an unpaid Personal Leave of Absence of up to thirty (30) days without pay may be granted at the sole discretion of the Program Manager or designee. A request for a Personal Leave must be submitted on a Request for Leave of Absence form, and approved in writing by the appropriate Manager or designee prior to the effective date of the leave. A copy of the approved or denied request shall be given to the employee.

16.2 Medical leaves of absence shall be approved by the Program Manager or designee upon presentation of medical verification of the need for such leave by an authorized Leave of Absence Specialist. For Medical leaves of absence up to fifty-two (52) weeks, the employee retains his or her seniority date and original base assignment if it still exists provided the employee has an CAL FIRE Airplane Qualification Card (issued by CAL FIRE). For Medical leaves of absence in excess of fifty-two (52) weeks up to twenty-four (24) months, the employee retains his or her seniority date and original base assignment. Medical leaves covered by FMLA, CFRA, or California Disability statutes shall be governed by the appropriate laws and regulations. Certified Family Medical Leave time off shall run concurrently with an approved Medical Leave.

16.3 An employee returning from Medical Leaves of Absence shall be returned to work once he obtains a release to full duty from his attending physician and from his or her own designated FAA Medical Examiner. When an employee returning from a medical leave of absence and layoff or downgrade is necessary, the employee(s) who are affected by such layoff and/or downgrade will be notified as far in advance as possible.

16.4 Emergency Leave Requests – In the case of unforeseen emergencies such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, approved by the Program Manager or designee and forwarded to the Human Resources Office.

16.5 Union Business – In case of full-time employment by the Union, such as Business Representative, an employee shall be granted a leave of absence of up to one (1) year. Such leave may be extended for one (1) additional year at the employee's request.

16.6 Other Union Assignments – Leaves of absence without pay may be granted, as operational needs allow, on two weeks written request of the Union to persons designated by the Union for Official Union assignments.

16.7 FMLA – The Company will comply with all Federal posting requirements and responsibilities under the Family and Medical Leave Act.

16.8 An employee certified to have had a work related injury or illness will be covered under the terms of California Workers Compensation requirements.

16.9 In the event a pilot has his CAL FIRE Airplane Qualification Card (issued by CAL FIRE) or his pilot's license suspended, he will have up to twelve (12) months to re-obtain said certificates or license, without loss of seniority.

16.10 An employee on unpaid leave of absence will be responsible to pay the full amount of any insurance coverage while on such unpaid leave. The employee will be notified of the applicable premium rates and be responsible for timely payment of those premiums on a monthly basis. Failure to maintain required payments shall result in loss of coverage.

16.11 For Leaves of Absence that can be staffed by existing bargaining unit members without significant impact on operational requirements (i.e. short-term leave), the employee will be able to return to their original base assignment upon return from said leave.

16.11.a. Relief or reserve pilots may (when willing and able) provide available day(s) off (taking over duties) to other pilots, with no loss of pay. This may be accomplished when it is cost neutral to the Company. The relieved pilot must remain available for emergency situations (within 45 minutes). In each and every case, the pilots will receive permission from CAL FIRE, and notify management.

16.12 Leaves of Absence that require the hiring of additional employees to backfill open positions (i.e. long-term leave), the employee will be able to return to any open (if available) position upon return from leave, but not necessarily their original base assignment. If no open positions are available, the employee will not receive any wages until an opening, if the employee is qualified, becomes available. This applies to the present fire season only.

16.13 Funeral leave of four (4) days shall be granted for an employee to attend a funeral or interment of the following members of the employee's family: father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, step child, foster child who dies while placed in the employee's home by a State Agency, step-mother, step-father, daughter-in-law, and son-in-law. Additional unpaid leave of absence may be granted if the above four (4) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time off.

Funeral leave of three (3) days shall be granted for an employee to attend a funeral or interment of the following members of the employee's family: great grandparents, grandparents, great grandchildren, grandchildren, brother-in-law and sister-in-law. Additional unpaid leave of absence may be granted if the above three (3) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time off.

16.14 Paid Time Off

Pilots who staff bases that have CAL FIRE scheduled dates of service of one hundred and thirty (130) days or less as specified in Article 23.11.b, shall receive four (4) paid days off in addition to the Sick Leave covered under Article 23.8. Pilots who staff bases that have CAL FIRE scheduled dates of service of one hundred and thirty-one (131) days or more as specified in Article 23.11.b, shall receive seven (7) paid days off in addition to the Sick Leave covered under Article 23.8.

Employees are requested to make their written request for this Paid Time Off as far in advance as reasonable. It is understood and agreed that final approval of Paid Time Off rests exclusively with the Company and an employee's Paid Time Off request will not be unreasonably denied.

The Paid Time Off cannot be carried over from year to year.

ARTICLE 17 - MILITARY SERVICE

17.1 Employees who enter a recognized military service of the United States shall retain their seniority rights as pertains to re-employment and shall be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and appropriate Company policies.

17.2 An employee on the active payroll of the company who is required to engage annually in military reserve training shall be granted a leave of absence for the period of "annual training" of up to eighty (80) hours ("annual training" is not defined as the monthly commitment) and shall be paid the difference between the total pay/allowances received for the training period and the amount of wages the employee would have received for his normal work schedule. Normal, for the purposes of this section shall mean the employee's normal work schedule at the employee's base rate of pay, including flexible benefit credit.

ARTICLE 18 – GROUP INSURANCE AND DENTAL PLAN

18.1 The Company agrees to make available Group Insurance including Standard Medical Plan, AD&D, Dental, Vision, Disability Insurance, Life Insurance, and an Employee Opt-Out of any or all coverage.

18.1.a For all plans; the current and complete full text as well as any highlights, and plan provider contact information, shall be available to employees each year at the

open enrollment and during the period until enrollment reoccurs.

18.2 Each employee shall be given the choice to choose one (1) of the three (3) following options related to Group Medical Insurance and Dental and Vision Plan.

18.2.a Per the schedule below, the employee may opt out of any or all benefits and receive the remaining benefit allotment as taxable income. In order to receive the opt-out allotment, the employee must provide proof of other eligible coverage. Eligible coverage is group health coverage that provided Minimum Essential Coverage (MEC) and is not purchased from the Exchange (e.g., coverage under a spouses' plan). This amount will be paid to the employee for a maximum of nine (9) hours per day worked.

18.2.b Per the schedule below, these amounts may be used to purchase any or all of the benefits listed above in 18.1. This amount will be paid to the employee for a maximum of nine (9) hours per day worked.

SCHEDULE of BENEFIT ALLOTMENTS

\$16.01 per hour effective 01/01/2020

18.3 An employee may waive all benefit allotments. In lieu of receiving benefit allotments, the Company shall pay 80% of the annual premiums for benefits listed below beginning after ratification of the Agreement and each subsequent year of the Agreement.

- A. Cigna Healthcare Preferred or Premier Medical Plan
- B. Cigna Healthcare Core or Enhanced Dental Plan
- C. Cigna Healthcare Vision

18.3.a During the life of this Agreement, the employee contribution for annual premiums for benefits in Article 18.3 will not change from the employees' contributions paid during 2019 found in Table 1-2019 Medical/Dental/Vision Premiums.

18.3.b Employees shall only have the opportunity to choose from the aforementioned options during the annual benefit enrollment period (generally November). Unless other specified by Federal Law, employees shall not be allowed to change their option choice outside of the annual benefit enrollment period.

18.3.c As these plans are provided by outside vendors and/or are Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plans during the life of this Agreement between the Parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

18.4 Employees who elect to purchase their benefits via the cafeteria plan will have that

portion of their benefit allotment applied to the cost of such benefits.

18.5 Employees who elect to continue to participate in Company-designated benefits plan during the off season will be allowed to do so by completing and signing a form, provided by the Company, to accept financial responsibility for the cost of those benefits. If the employee leaves the employment of DynCorp during the off season, they will be required to repay the cost of those benefits. Any employee who returns to employment at the start of the next contract season will have the cost on an annualized basis of the benefits elected be deducted from pre-tax dollars, from the pay received for the first eight (8) full pay periods starting with the first pay period ending in July through the first pay period ending in October.

18.6 Employees may only change their benefits status as a result of an IRS qualifying event. Such employees will be required to notify the program office within thirty (30) calendar days of that change.

ARTICLE 19 – SAVINGS PLAN (401K)

19.1 For the life of the Agreement, the Company agrees to offer the DynCorp International Savings Plan or an equivalent plan which has the following requirements:

- a. Administered by a well-known, reputable vendor approved by the parties.
- b. Provides for a 50% Company match on the first 6% of the employee's gross wages put into the plan.

ARTICLE 20 – PENSION PLAN

I.A.M. National Pension Plan

20.1 The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each day for which all employees, covered by this Agreement, are entitled to receive pay under this Agreement as follows:

\$126.54 per day effective April 1, 2019

\$135.20 per day effective April 1, 2020

20.2 The Company shall continue contributions based on a daily rate while an employee is off work on pay status.

20.3 Contributions for a new, temporary, probationary, part-time and full-time employee shall be payable from the first day of employment.

20.4 The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is

incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the “Trustees”) in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

20.5 This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

20.6 The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

20.7 This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer’s obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

ARTICLE 21 - SOLE AGREEMENT

21.1 This agreement, when signed by the parties hereto, supersedes all other agreements and supplements, and represents the sole agreement between the parties.

21.2 If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the Company and the Union. Any such changes validly made shall become a part of this agreement and subject to its terms of automatic renewal or termination.

21.3 No individual employee or group of employees acting independently of the Union party signatory hereto may alter, amend or modify any of the provisions hereof.

21.4 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 22- SAVING CLAUSE

22.1 Where a provision of this agreement is altered because of a Municipal, State, or Federal Law, or by order of any court of competent jurisdiction, no other provisions herein shall be altered or become void thereby.

22.2 It is further agreed that this agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership and management of either party hereto.

ARTICLE 23- MISCELLANEOUS

23.1 If the employee is directed by the Company to use a personal vehicle or aircraft to conduct Company business, mileage by the most direct route will be reimbursed at the Federal rate for personal vehicle or aircraft travel.

23.2 Travel

23.2.a. Reserve Air Tanker Pilots shall be required to declare a "home base". When at his or her home base, a Reserve Pilot will not receive Remain Overnights (RONs).

23.2.b. During the fire season duty period as defined in Section 23.11 Pilots will be paid travel expenses from their assigned or declared home base. Relief Pilots will be paid travel expenses from their permanent residence not to exceed six hundred (600) miles. Relief Pilots may travel either prior to or after their duty day, provided they are at Base they are scheduled to cover prior to normal start up. Relief pilots will not be required to physically be on a Base on an unassigned day unless there is work required or travel required. Relief Pilots will be required to cover an assignment or begin traveling to an assignment on their travel day within forty -five (45) minutes, upon notification by the Company. Relief Pilots will be required to adhere to duty day limitations and airplane travel limitations as specified in the Company's contract with Cal Fire.

23.2.c. Remain Overnights (RONs) will be paid to an employee in accordance with the Company's contract with CAL FIRE or amendments/modifications thereof. These RON's may not necessarily reflect the rates set by the State of California Department of Personnel Administration but will never be less than \$162.00 or the Department of Personnel Administration rates. The travel rate will be paid to an employee to be reimbursed for lodging and per diem as they travel between Bases which he or she provides day off coverage or away from his or her assigned home Base.

23.2.d. Air Tanker Trainees will receive RONs for seven (7) days per week, regardless of location.

23.2.e. Unscheduled Remain Over Night (RON) lodging expenses that necessarily exceed the terms of Section 23.2.c may be submitted for reimbursement by expense report submission including receipts and explanation of the variance.

23.3 Employees who travel at the request of the Company will be covered by the Company's business travel accident insurance policy. It is understood that each employee is required to have a valid Driver's License, and personal vehicle or aircraft (if applicable) insurance to cover any personal liability. The Company may request a copy of current and applicable insurance

certificates.

23.4 Navigation Supplies - Pilots will be furnished electronic or paper copies of aeronautical charts (but not both) pursuant to the Company's contract with CAL FIRE.

23.5 Meetings- Employees will receive the current daily wage rate for their classification for any Company or CAL FIRE sponsored meetings where the employees' attendance is required.

23.6 Occasional Use - The Company, at the direction of CAL FIRE, may on occasion request the employees to provide staffing for aircraft outside of the Fire Season Duty Period (see Article 23.11). Employees who are recalled for occasional use to fulfill a tactical mission (i.e. fire suppression) shall receive a minimum of three (3) days of pay at the current daily wage rate for their classification. Employees who are recalled for occasional use to fulfill a non-tactical mission (i.e. ferry & reposition flights, Functional Check Flights, Maintenance Test Flights or Acceptance Check Flights) shall receive a minimum of one (1) day of pay at the current daily wage rate for their classification.

23.6.a. Pre- & Post-Season Base Activations shall be offered to the senior base pilot(s) at the activated Base, then to all other pilots by seniority. Pilot relief shall be offered to the Relief Pilot who normally covers the activated Base, then to all other pilots by seniority. Pre- and post-season Base activations at Bases that are covered by pilots working a Modified Duty Schedule as described in Section 6.2 will be offered to pilots by job classification (i.e. air tanker or tactical) who staff the Base(s) being activated, in order of seniority, then to all other pilots by seniority.

23.6.b. In the event of an Immediate Need recall (i.e. initial attack dispatch of an ongoing fire), the Company may call the closest pilot, by classification, for a minimum of three (3) days. If two (2) or more pilots are the same distance from the base where the aircraft will be dispatched, the most senior pilot will be called. At the completion of three (3) days, the assigned Base Pilot(s) will replace, by seniority, the Immediate Need pilot. If the assigned base pilots are not available, pilots by classification will be contacted in seniority order to determine availability to replace the Immediate Need pilot.

23.6.c. From time to time, the Company, at the direction of CAL FIRE, may provide staffing to supplement the number of aircraft normally assigned to a Base (i.e. predicted weather event). Supplemental staffing assignments will be offered to pilots within the classification by seniority. The Company will assign a sufficient number of pilots to comply with crew duty/rest limitations. Pilots assigned to provide relief to the supplemental staffing shall be determined by bargaining unit seniority. The Company may request supplemental staffing to work a 12 on/2 off duty week.

23.6.d Travel for all occasional use assignments (including annual training & required meetings) shall be paid the current State rate for auto or airplane at no more than 600 miles one way from the pilot's home residence. All travel must be completed in the most cost-effective manner (i.e. airline vs. vehicle) and receipts must be provided.

23.6.e Pilots will be paid for nine (9) hours at the hourly rate for round trip travel to McClellan for annual training.

23.7 Direct Deposit - The Company agrees to provide direct deposit accounts for all employees.

23.8 Sick Leave

- a) Pilots who are scheduled to report to work and call program management to report an illness or injury which is expected to adversely affect performance or safety will be asked not to work and will be paid the regular wages for that day (Extended Standby not included). Any Pilot who is absent due to illness or injury for three (3) or more scheduled work days shall provide a doctor's note that states there was a medical reason why the employee did not report to work. The parties pledge to work together to avoid any unnecessary sick time during the last weeks of the season.
- b) Up to two (2) paid sick days per calendar year may be used for the care of an immediate member of the employee's family (parent, spouse, or child), in the case of serious illness or injury. Such time allotted may be increased by State or Federal Law. Unused days as described above do not accumulate or roll over to the next year.

23.9 Remain Overnight (RON) Requirements

Each year, at Union or Company request, the Parties will meet to assess travel and RON requirements for individual relief positions.

23.10 Pilot's Life Insurance

Pilots may buy Supplemental Life Insurance (up to six times their Annual Base Rate (ABR) to a maximum of \$1M), Supplemental AD&D Insurance (up to six times ABR to a maximum of \$1M), and LTD (50%, 60%, or 70% of ABR, up to a maximum of \$10K per month). Voluntary AD&D is not based on ABR. The ABR is set as the pilots wage rate times two thousand-eight hundred and eight (X 2808) hours. (As an example, a pilot with a wage rate of one hundred dollars (\$100.00) per hour will have an Annual Base Rate of \$280,800. This definition of ABR is strictly limited to this Article 23, Section 23.10 and has no other application in this Agreement.

Pilot's Life Insurance (Business Travel Accident Insurance)

Company insurance for Pilots on the CAL FIRE Program provides coverage at six (6) times the employee's annual earnings up to a maximum of one million dollars (\$1M). For purposes of each insurance year (January through December), the earnings used for such calculation will be the gross earnings reported on the Form W-2 for the prior year.

Note: Both parties agree that they will explore raising caps, in the form of an MOU once agreed upon by the negotiating committee.

Coverage applies as follows:

CAL FIRE Pilots Insurance Coverage				
	Life	AD/D	Vol. AD/D	BTA
Working as pilot for DI	Yes	Yes	No	Yes
Flying personal aircraft on own time	Yes	Yes	No	Yes
Working as pilot for another company during off-season leave (e.g., crop-dusting)	Yes	Yes	No	Yes

23.11 Fire Season Duty Period

23.11 a. Per the contract between the Company and CAL FIRE, the State is required to notify the Company by April 1 of each year of the intended staffing levels and fire season duty period for the upcoming fire season. After April 1 each year, the Company will notify the Union of intended staffing levels and fire season duty periods. Subsequently the Company will guarantee each bargaining unit member their fire season duty period on April 2 of each year.

23.11 b. The Parties have agreed to guaranteed schedule and days of service for 2019 to meet the operational needs of the customer. The guaranteed schedule and days of service for 2019 are as follows:

Ramona:	4/1 to 12/31	(182 Days)
Hemet:	1/1 to 12/31	(243 Days)
Paso Robles	4/15 to 12/15	(161 Days)
Porterville	4/15 to 12/15	(161 Days)
Hollister	4/15 to 12/15	(161 Days)
Columbia	5/1 to 11/30	(142 Days)
*Grass Valley	6/1 to 10/31	(114 Days)
*Santa Rosa	6/1 to 10/31	(114 Days)
*Chico	6/1 to 10/31	(114 Days)
*Ukiah	6/1 to 10/31	(114 Days)
*Redding	6/1 to 10/31	(114 Days)
*Rohnerville	6/1 to 10/31	(114 Days)

***Northern Bases**

Further, the Parties agree that any deviation from the schedule and days (above) which results in less days to be worked, throughout the term of this Agreement, and/or any future contracts which the Company has with CAL FIRE shall result, at the request of either Party, in the re-opening of this Agreement for effects bargaining (to make whole) of Article 23.11. All other provisions of this Collective Bargaining Agreement will remain in full force and effect.

The specified dates above reflect the beginning and end of each fire season for that respective Base. Temporary bids will be re-bid January 1st of each year, or prior to such Base opening. In order to

create additional coverage by geographical locations, the Parties agree to allow adjustment in the dates of service (no less days). For example:

Ukiah	7/1 to 11/30	(114 Days)
Santa Rosa	6/1 to 10/31	(114 Days)

OR

Chico	5/1 to 9/30	(114 Days)
Grass Valley	6/1 to 10/31	(114 Days)

*Pilots (regular and relief) at these Bases (Northern Bases) will have a reserve obligation, when the fire season is cut short (within the guaranteed schedule) or reach the end of the scheduled dates of service. The reserve obligation will be for a block of twelve (12) days during a continuance (extension) of a fire season. During a continuance (extension) of a fire season, the schedules are varied in order to cover the remainder of such extended fire season. In addition, any pilot(s) where their Base is cut short or starts late, shall be obligated to be on reserve status for the remainder of the season as stated above. In such instances, that pilot will be required to meet the reserve obligation.

***Reserve obligation** – Reserve obligation is only during that time which the Company has set. All open positions (including base extensions, pre-/post-season activations, additional base aircraft staffing) will be offered to the base pilots, by seniority, first, then to other pilots by seniority. Open positions will be bid in blocks of twelve (12) days for coverage. If no bids are received by the Company for open positions, the least senior qualified employee shall be forced to cover the open position for a twelve (12) day block. This “forced” coverage will continue with the second least senior qualified employee covering the next twelve (12) day block. The Parties agree that if qualified employees are available and bid on an open position, no employee shall be forced to cover for any period.

For example:

23. 11 b Example #1 The Redding Base is projected to remain open for thirty (30) additional days beyond the schedule date service. Coverage of the aircraft at Redding will be offered to the Redding pilots first, by seniority. If one of the Redding pilots cannot cover an aircraft, the most senior pilot at the Northern Bases will be offered to cover the open position in Redding for any of the twelve (12) day blocks within the projected extension. The next senior pilot at the Northern Bases will be offered to cover an additional block of twelve (12) days. If the pilots at the Northern Bases do not elect to cover the open position in Redding, the least senior pilot at the Northern Bases will be forced to cover a twelve (12) day block and the next least senior pilot at the Northern Bases will be forced to cover an additional block of twelve days. This process will continue until all of the blocks of coverage are fully staffed.

23. 11 b Example #2 On November 5, there is a necessity to add additional aircraft at Ramona. Those pilots at the Northern Bases shall be on a reserve status for the twelve (12) day period which they have bid, under the same principles as stated in example #1 to staff the additional aircraft at Ramona.

Pilots at the Northern Bases will be considered to have met their obligation once they have bid, been awarded, and provided coverage per the bid. Once each pilot at the Northern Bases have met their twelve (12) day work block obligation, any additional subsequent open positions will be bid by seniority of the pilots not currently staffing a base or an aircraft, unless a replacement pilot is available.

The Parties agree that if the operational needs of the customer dictate, the end date of service may be extended as required by the customer.

23.12 The parties agree that any practice or benefit approved and reimbursed by CAL FIRE that is not specifically provided for, or amended in this agreement, will continue in full force and effect.

ARTICLE 24 - DURATION

24.1 This agreement, entered into on April 1, 2019, shall remain in force and effect through March 31, 2024, and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend, or terminate same at least sixty (60) days prior to the termination date of this agreement.

24.2 In the event a written notice to modify is given pursuant to the above paragraph, the parties shall submit their proposals in writing, at least ten (10) days prior to commencement of negotiations. It is understood that neither party will be precluded from submitting new, modified, or additional proposals during the course of negotiations.

Signature page

Agreement Between


DYNCORP INTERNATIONAL, LLC-CALFIRE Program
and the
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT LODGE NO. 725, AND LOCAL LODGE 946
EFFECTIVE MARCH 31, 2019

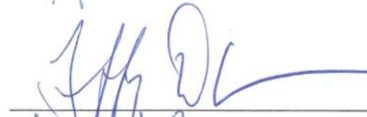
For

DYNCORP INTERNATIONAL, LLC


George Taylor, Director
Labor Relations



Richard Crogan
Army and Special Programs Director



Jeff Cavarra
Program Director

for 
Kelsey Beasley
Operations Manager


For


INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
DISTRICT LODGE 725 AND
LOCAL LODGE 946


David W. Brewer, Assistant Directing
Business Representative


Okesene (Oke) Iese
Business Representative


Colin Rogers
Chief Steward


Doug Baker
Negotiator


Richard Schlink
Negotiator

APPENDIX “A”

Job Classifications and Wage Rates

Job Classification	Effective 8 Feb 2019	Effective 1 Jan 2020	Effective 1 Jan 2021	Effective 1 Jan 2022	Effective 1 Jan 2023	Effective 1 Jan 2024
Air Tanker Pilot	\$ 140.92	\$ 159.24	\$ 179.94	\$ 185.34	\$ 190.90	\$ 196.63
Air Tactical Pilot	\$ 89.30	\$ 100.91	\$ 114.03	\$ 117.45	\$ 120.97	\$ 124.60
C-130 Flight Engineer	\$ 89.30	\$ 100.91	\$ 114.03	\$ 117.45	\$ 120.97	\$ 124.60
Air Tanker Trainee	\$ 98.24	\$ 111.01	\$ 125.44	\$ 129.21	\$ 133.08	\$ 137.07
C-130 First Officer	\$ 98.24	\$ 111.01	\$ 125.44	\$ 129.21	\$ 133.08	\$ 137.07
Aerial Supervision Module Pilot	\$ 112.47	\$ 159.24	\$ 179.94	\$ 185.34	\$ 190.90	\$ 196.63

For 2019 only, Air Tactical Instructor Pilots will receive additional pay of \$90.00 per hour flight pay when instructing

For 2019 only, Air Tanker Instructor Pilots will receive additional pay of \$120.00 per hour flight pay when instructing

Pilots performing Relief Duties (i.e. providing regularly scheduled coverage for Line/Base Pilots) will be paid at the base rate of their classification plus a ten percent (10%) differential above their base rate while performing Relief Pilot Duties.

Effective January 1, 2020, Instructor Pilots are paid instructor pay for days they are performing instructor duties; otherwise, they will revert to the classification for which they instruct. Air Tactical instructors will be paid at the base rate of pay of their classification plus a fifteen percent (15%) differential above their base rate. Air Tanker instructors will be paid at the base rate of pay of their classification plus a twenty percent (20%) differential above their base rate.

Air Tanker or ASM pilots who perform instructor duties for lower paid classifications (i.e. air attack pilots), will be paid the instructor rate of pay or their normal base rate of pay, whichever is greater.

Effective January 1, 2020, Aerial Supervision Module pilots will be paid at the rate of pay of an Air Tanker Pilot.

Pilot Job Definitions – Appendix “B”

- 1. Air Tanker Pilot Lead.** The Lead tanker pilot is based at the Company’s headquarters. Conducts Functional Check Flights (FCF), Maintenance Check Flights (MCF) and Acceptance Check Flights (ACF). Other duties include, but are not limited to: ferry aircraft (both intrastate and interstate) as directed by the customer, conduct standardization checks during fire season, PIC duties for company-owned aircraft, act as instructor pilot for ATGS school, cover for other pilots during fire season (if no other air tanker pilots are available). This position is not considered an air tanker pilot position. For purposes of layoffs and rollbacks is considered an air tanker pilot and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.
- 2. Air Tanker Pilot Instructor** Conducts training as outlined by company. For purposes of layoffs and rollbacks is considered an air tanker pilot and may displace a lower classification by seniority per Article 8.8 and 8.9.
- 3. Air Tanker Pilot** Tanker captain based at one of the CAL FIRE remote bases by bid. For purposes of layoff and rollbacks and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.
- 4. Air Tanker Pilot, Relief** Provides 7th day scheduled coverage on assigned tankers. Also provides coverage statewide when directed by company. For purposes of layoffs and rollbacks is considered an air tanker pilot may displace and employee in a lower classification by seniority per Article 8.8 and 8.9.
- 5. Air Tactical Pilot Lead** The lead air tactical pilot is based at the company’s headquarters. Conducts Functional Check Flights (FCF), Maintenance Check Flights (MCF) and Acceptance Check Flights (ACF). Other duties include, but are not limited to: ferry aircraft (both intrastate and interstate) as directed by the customer, conduct standardization checks during fire season, PIC duties for company-owned aircraft, act as instructor pilot for ATGS school, cover for other pilots during fire season (if no other air tactical pilots are available). This position is not considered an air tactical pilot position. For purposes of layoffs and rollbacks is considered an air tactical pilot and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.
- 6. Air Tactical Pilot Instructor** Conducts training as outlined by company. For purposes of layoffs and rollbacks is considered an air tactical pilot and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.
- 7. Air Tactical Pilot** Air Tactical pilot based at one of CAL FIRE remote bases by bid and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.

- 8. Air Tactical Pilot, Relief** Provides 7th day scheduled coverage on assigned air attack aircraft. Also provides coverage statewide when directed by company. For purposes of layoffs and rollbacks is considered an air tactical pilot and may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.
- 9. Air Tanker Trainee** Performs Aerial firefighting missions under the instruction and evaluation of a flight instructor designated by the Company for the purpose of initial Attack qualification. For purposes of layoffs and rollbacks may displace an employee in a lower classification by seniority per Article 8.8 and 8.9. This position is a transition opportunity to promote to a Tanker Pilot. The training period shall be for a period not to exceed two (2) years unless otherwise mutually agreed to between the Union Chief Steward and the Company. The evaluations will be provided to the Company (by the Trainers) and the Company will make such determination based on the evaluation sheets (only), or CAL FIRE card ride. The training period may be concluded, before the two year period, if all parties agree.
- 10. Air Tanker Co-Pilot** Performs Second-in Command (SIC) duties in an Air Tanker based at one of CAL FIRE remote bases by bid.
- 11. ASM Pilot** The Aerial Supervisor Module (ASM) Pilot acts as both an Air Tactical Pilot as well as a Lead Plane Pilot at remotely located CAL FIRE bases. For purposes of layoffs and rollbacks may displace an employee in a lower classification by seniority per Article 8.8 and 8.9.

Lead (Supervisor) C-130 Air Tanker Instructor Pilot

1. Description

The Lead (Supervisor) C-130 Air Tanker Instructor Pilot is based at McClellan, CA. The Lead conducts Functional Check Flights (FCF), Maintenance Check Flights (MCF), and Acceptance Check Flights (ACF). Other duties include, but are not limited to: develop and administer the C-130 Air Tanker training program, conduct annual recurrent training, conduct new pilot training, ferry aircraft (both intrastate and interstate) as directed, conduct base pilot standardization checks, perform PIC duties for company-owned aircraft, act as an instructor pilot for ATGS school, cover for other C-130 or S-2T Airtanker pilots during fire season (if no other pilots are available). Work schedule: up to 280 days per year.

2. Experience-Minimum Requirements

- a. Airplane-2000 hours
- b. Airplane, multi-engine-1000 hours
- c. Mountain (typical terrain)-200 hours
- d. Instrument (total)-75 hours
- e. Instrument (actual)-50 hours
- f. Night-100 hours
- g. Airtanker (>12,500 lbs.)-75 hours
- h. In type to be flown-25 hours

- i. Possess/Have Possessed a FAA Flight Instructor Certificate with the following ratings:
 - Airplane Multi-Engine
 - Instrument Airplane
- j. Minimum of five (5) continuous, full fire seasons as an Initial Attack-rated Airtanker Pilot
- k. Have a minimum of 100 hours PIC in the C-130 aircraft
- l. Have a minimum of one (1) full fire season in the C-130 Airtanker
- m. Be capable of training another pilot towards achieving an Airtanker Initial Attack rating
- n. Be capable of preparing and implementing pilot training programs in the C-130 aircraft
- o. Be capable of preparing ground and flight training syllabi
- p. Be capable of directing/supervising other instructor pilots
- q. Must have a valid/current FAA 2nd Class Medical Certificate w/ ECG endorsement (if over 40 years of age)

Lead C-130 Flight Engineer

1. Description

The Lead (Supervisor) C-130 Flight Engineer is based at McClellan, CA. The Lead participates in Functional Check Flights (FCF), Maintenance Check Flights (MCF), and Acceptance Check Flights (ACF). Other duties include, but are not limited to: develop and administer the C-130 Air Tanker training Flight Engineer program, conduct annual recurrent training for all Flight Engineers, conduct new Flight Engineer training, participate in aircraft ferry missions (both intrastate and interstate) as directed, conduct base Flight Engineer standardization checks, cover for other C-130 Flight Engineers during fire season to participate in fire missions (if no other Flight Engineers are available). Work schedule: up to 280 days per year.

2. Experience-Minimum Requirements

- a. C-130 Flight Engineer-3000 hours
- b. C-130 Flight Engineer Experience-3 years
- c. Possess FAA Flight Engineer Certification or military equivalent
- d. Previous aerial firefighting experience preferred
- f. Be capable of preparing and implementing Flight Engineer training programs in the C-130 aircraft
- g. Be capable of preparing ground and flight training syllabi
- h. Be capable of directing/supervising other Flight Engineers
- i. Must have a valid/current FAA 2nd Class Medical Certificate w/ ECG endorsement (if over 40 years of age)

C-130 Flight Engineer

1. Description

The C-130 Flight Engineer is based remotely throughout California. Participates in aerial firefighting missions, Functional Check Flights (FCF), Maintenance Check Flights (MCF), and Acceptance Check Flights (ACF). Other duties include but are not limited to: attend annual the

C-130 Air Tanker Flight Engineer training program, participate in aircraft ferry missions (both intrastate and interstate) as directed.

2. Experience-Minimum Requirements

- a. C-130 Flight Engineer-2000 hours
- b. C-130 Flight Engineer Experience-2 years
- c. Possess FAA Flight Engineer Certification or military equivalent
- d. Previous aerial firefighting experience preferred
- e. Must have a valid/current FAA 2nd Class Medical Certificate w/ ECG endorsement (if over 40 years of age)

APPENDIX "C"

DRUG FREE WORKPLACE PROGRAM FOR EMPLOYEES REPRESENTED BY INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 725 LOCAL LODGE 946

POLICY STATEMENT

DynCorp International LLC has a responsibility to provide and maintain a safe, healthful and productive work environment for all of its employees. An integral part of such an environment is a work force free from individuals illegally or unsafely using drugs or alcohol. The use of alcohol, illegal drugs, or improper use of legal drugs on Company property can cause avoidable injuries to employees, damage to property and productivity loss and violate the Company's policy of maintaining a drug-free workplace. Therefore, it is in the interest of the Company, its customers, and its employees that persons who abuse alcohol and/or drugs receive appropriate treatment and provided with the opportunity to recover. However, employees who are unable to satisfactorily complete or adhere to a rehabilitation program may have to be removed from the workforce.

Application

The drug and alcohol testing provisions of this policy apply to all employees in the bargaining unit.

Prohibited Conduct

Pursuant to this policy, an employee may be subject to discipline for engaging in any of the following conduct

1. Using, selling, purchasing, possessing or working under the influence of alcohol, any illegal drug or any legal drug which has not been used for its intended purpose or as prescribed, while on Company premises and/or on Company time.
2. Failing to submit to a drug or alcohol test where such test is permitted under this Policy or altering any sample obtained during such a test.
3. Refusal to cooperate with law enforcement agencies in efforts to detect illegal use or possession of drugs in the workplace and to identify and prosecute the individual(s) involved.

Violation of these rules may result in appropriate, progressive disciplinary action, up to and including termination, in accordance with the procedures set forth in the collective bargaining agreement.

Any employee who is convicted of a drug-related crime shall notify the Company immediately of such conviction. For the purpose of this Policy, a "conviction" means 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. Information concerning any such conviction for violations of any statute based upon conduct occurring away from the Company's premises and outside work time shall not be a basis for imposing discipline under the collective bargaining agreement or for requiring reasonable suspicion testing without the observations required by this Policy.

Employee Assistance

The Company recognizes that alcohol and drug abuse often require medical and/or psychological treatment. For that reason, the Company has established an Employee Assistance Program (EAP) and encourages employees to seek treatment and rehabilitation, when necessary. Employees who voluntarily seek treatment before they receive notification to submit to a random or reasonable suspicion drug or alcohol test will not be subject to discipline for enrolling in an EAP or while in compliance with a rehabilitation program. Employees who have returned to duty following rehabilitation and subsequently test positive for substance abuse shall be terminated from employment.

Employees will be informed about the dangers of drug and alcohol abuse in the workplace, and other legally required information, including the employment consequences of an employee's refusal or failure to comply with the requirements of this Policy, which can include termination of employment.

Medical expenses incurred by an employee for treatment of alcohol and drug abuse shall be covered by the medical benefits plan, in which the employee participates, to the extent provided by that plan. Employees who are disabled due to substance abuse shall be covered by the Company leave policies and accident and health insurance plans on the same basis as for disabilities for any other reason.

Types of Testing

Following notification of this Policy, including specifically the employee's obligation to cooperate in the administration of such test and consequences for failing to do so, the Company may test employees to whom the drug and alcohol testing provisions of this Policy apply as follows:

- (1) **Pre-employment.** Applicants will be required to submit to controlled substance and alcohol testing as a condition of employment. If an applicant's test results are confirmed positive, the employment offer will be withdrawn. Applicants that fail to submit to a controlled substance and alcohol test upon request will not be considered for employment.

- (2) **Reasonable Suspicion.** An employee shall be tested upon the Company's determination that there is a reasonable suspicion to believe that the covered employee has used a prohibited drug or is under the influence of alcohol. The Company's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered

employee. The decision to send an employee for reasonable suspicion testing must be made by a Company official who has received training in the signs and symptoms of drug or alcohol use, speech, breath odor or conduct which indicates the need for a medical evaluation. The supervisor shall make a written statement of the observations upon which the test is based within twenty-four hours and shall provide a copy of the statement to the employee and shop steward or other union official, upon receipt. Once notified of selection by a designated Company official, the employee must provide specimen for alcohol testing within eight (8) hours and for drug testing within 32 hours.

- (3) **Random.** The Company shall at various times, randomly select covered employees for unannounced drug testing. The selection of covered employees shall be made by a scientifically valid method, such as a random-number table or a computer based random number generator that is matched with covered employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Each covered employee shall be in a pool from which random selection is made. **Generally, twenty-five percent (25%) of the pool shall be drug tested and ten percent (10%) of the pool shall be alcohol tested each business contract year.** Each covered employee in the pool shall have an equal chance of selection and shall remain in the pool, whether or not the covered employee is ever tested. Once notified of selection by a designated Company official, the employee must provide specimen for testing within two hours.
- (4) **Post-accident.** An employee shall be subject to testing following an accident involving a commercial, company or government property resulting in death, bodily injury requiring medical treatment, away from the accident scene, or property damage. Such test shall be administered as soon as practicable after the accident but an alcohol test may not be administered more than 8 hours after the accident, nor may a drug test be administered more than 32 hours after the accident.
- (5) **Follow-Up.** Where, following a positive drug or alcohol test, a covered employee has been evaluated by a substance abuse professional, identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use, and properly completed a rehabilitation program, such employee shall be subject to unannounced follow-up alcohol and controlled substances testing for up to 24 months following employee's return to duty. Once notified of selection by a designated Company official, the employee must provide specimen for testing within two hours.

Testing Procedures

Alcohol and drug testing procedures and practices shall conform to those contained in 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs. The testing protocols shall conform with the Federal and State requirements.

Any employee to be tested shall be transported to and from the collection facility or test-site on Company time and at Company expense. The employee shall receive the applicable rate of compensation for all time spent at the collection site. If requested, the employee will sign a consent form authorizing the collection facility to withdraw specimens of urine and

release the results of the laboratory tests to the Company's Medical Review Officer, but the employee shall not be required to waive any causes of action or claims under the law. The Company and Union agree to adopt a mutually acceptable consent form, which shall then be used when required.

Any employee who is removed from service or suffers a loss of earnings based upon a drug test result which is ultimately found to be negative (a "false positive" result) or otherwise invalid shall be compensated for all time lost and made whole for any benefits lost.

Confidentiality

The Company will designate an official who will be responsible for receiving and maintaining records regarding all drug or alcohol tests administered under this Policy. These records shall be maintained in separate files from routine personnel files and the Company shall limit access to those specifically authorized management personnel. The Company will conduct the Policy in a -manner calculated to preserve the employee's privacy and dignity. Information concerning testing and test results shall be restricted to those management personnel who need such information in order to make and implement decisions concerning the employee.

In the event a grievance is filed as a result of a positive drug test, the Company shall obtain from the laboratory its records relating to the drug test and, if necessary, any records which might be in the possession of the MRO (Medical Review Officer). The Company shall provide copies of all information to the Union, provided that the employee authorized the release of the medical records. The Union and the Company shall confer and adopt a mutually acceptable release form.

Searches

In order to enforce this Policy the Company may conduct inspections of Company/Government facilities and equipment as well as employee property located on Company or Government owned or operated facilities. Inspections of employee property shall only be conducted if there is reasonable cause to believe that the employee is concealing illegal drugs or alcohol in violation of this Policy. Under no circumstances shall an inspection of employee property occur unless the employee is present for the inspection and has been specifically informed of his or her right to be accompanied by a Union representative.

APPENDIX "D"

The following refers to the ASM position that is referred to in Appendix "B", section 11.

The Union and the Company agree to create a committee to development an ASM training program (with approval from CAL FIRE) that is mutually beneficial to all parties. This committee may include a CAL FIRE employee (at their choosing). The ASM Pilot Instructor will make 20% more than the ASM Pilots while instructing (Flight pay also applies to Company designated instructor and trainers). Once the program is created the Company and the Union will discuss all aspects prior to mutual agreement. The program, once agreed to by the parties, must also be agreed to by CAL FIRE prior to implementation.