



Collective Bargaining Agreement

By and Between

Valiant Integrated Services

And

**International Association of
Machinists and Aerospace Workers
District Lodge 70, Local Lodge No.
708
Fort Riley, KS**

**U.S. ARMY TADSS Maintenance
Program (ATMP)**

December 15, 2019 – April 30, 2023

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PREAMBLE

This Agreement is to set forth, through collective bargaining, herein the entire Agreement of the parties with respect to wages, hours, and working conditions as relates to the government contract and to provide for an amicable and fair disposition of grievances to maintain harmonious relationships between The International Association of Machinists and Aerospace Workers District Lodge 70, Local Lodge 708, Valiant Integrated Services, Inc. and its employees. It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employees' grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.

As well, the Union, Company, along with the membership will strive for mutual understanding. All parties expressively and intentionally agree to provide a peaceful means for the settlement of any disputes (if necessary, utilizing the grievance process) which may arise with respect to the interpretation, or application of this Agreement as set forth herein.

This Agreement is made and entered into on December 14, 2019 by and between Valiant Integrated Services (herein referred to as the "Company") and the International Association of Machinists and Aerospace Workers, District Lodge 70, Local Lodge 708, AFL-CIO (herein referred to as the "Union").

The Union recognizes that the Company is a contractor to the Federal Government and that the Company is always required to meet its contractual obligations. Nothing in this Agreement is intended, nor will any provision of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor.

ARTICLE 1

RECOGNITION

Section 1. Definition of Unit: As certified by the National Labor Relations Board in Case Number 14-RC-178431, the bargaining unit is comprised of SCA Electronic Technicians II and III, hereinafter reclassified as Simulator Technician I, II and III, employed by the employer at their Ft. Riley airfield, KS facility in support of the U.S. Army Helicopter Training Devices LCT, AVCATT, TFPS, UH60, and TBOS Programs. Excluded are all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

The Company hereby recognizes the Union as the sole and exclusive representative of the bargaining unit employed by the Company in Ft. Riley, KS with full respect and recognition of the certificate issued by the National Labor Relations Board on July 7th, 2016, recognized by the NLRB Case # 14-RC-178431 for the purpose of supporting the US Army Helicopter training devices.

Section 1.02 The Company hereby recognizes the Union as the sole and exclusive representative of the bargaining unit employed by the Company in Ft. Riley, KS. with full respect and recognition of the certificate issued by the National Labor Relations Board on July 16th, 2016, recognized by the NLRB Case # 14-RC-178257 for the purpose of supporting the US Army in support of the Tactical Engagement Systems employees formerly contracted with Bedrock Prime.

Section 1.03 The Company hereby recognizes the Union as the sole and exclusive representative of the bargaining unit employed by the Company in Ft. Riley, KS. with full respect and recognition of the certificate issued by the National Labor Relations Board on June 12th, 2017, recognized by the NLRB Case # 14-RC-198661 for the purpose of supporting the US Army Sustainable Range Platform.

Section 1.04 The Company hereby recognizes the Union as the sole and exclusive representative of the bargaining unit employed by the Company in Ft. Riley, KS. with full respect and recognition of the certificate issued by the National Labor Relations Board on June 10th, 2019, recognized by the NLRB Case # 14-RC-241045 for the purpose of supporting the US Army with Computer Based Training and Integrated Supply Personnel.

Section 1.05 The specific terms of this contract shall be the main source of any rights that may be asserted by the Union concerning the Company. However, it is understood, in representing the wellbeing of the bargaining unit as a whole, it is sometimes necessary to have discussions around

other matters affecting employment and both parties agree to have those discussions in good faith, seeking continuity and harmonious relations at every level of this partnership.

ARTICLE 2

NON-Discrimination

Section 2.01 The Company and the Union separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity, OSHA, and nondiscrimination. The Agreement shall be applied fairly and equitably among all bargaining unit employees and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, sexual orientation, union membership or lack thereof, age, national origin, veteran or disability status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender; it shall be recognized as referring to both male and female employees.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.01 Except as specifically modified or restricted by this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the Employer, including, but not limited to, the right to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees and/or staffing levels to be employed; to hire employees, determine their qualifications and assign and direct their work; to develop appropriate job descriptions; to promote, demote, transfer, layoff and recall to work; to establish new jobs and eliminate or change existing jobs; to create, modify, combine or abolish job classifications; to determine and re-determine the services to be rendered; to maintain the efficiency of operations; to set starting and quitting times; to determine work schedules and the need for overtime; to determine the personnel, methods, means and facilities by which operations are conducted; to determine work and quality standards; to evaluate the performance of employees and determine the competency of employees; to cease, restructure, combine, relocate or outsource any department, facility, operation or service of the Employer in whole or in part; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; introduce, change or discontinue research, production, service and maintenance methods, materials, machinery and equipment; to determine and re-determine the number, location and operation of the Employer; to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or eliminate such policies, practices or procedures; to determine the number of hours per day or week that operations or services shall be carried on; to establish and change work schedules, assignments and break periods; to determine the fact of lack of work; to make, change, discontinue and enforce safety rules and rules governing the conduct of employees; and to take action necessary to determine, manage and fulfill the mission of the Employer. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as it may determine from time to time.

ARTICLE 3 cont..

MANAGEMENT RIGHTS

Section 3.02. The Union recognizes that the Employer is a contractor to the federal government and that the Employer is required at all times to fully meet its obligations as a contractor. The Union further recognizes that from time to time the government may impose legal and/or lawful demands or obligations upon the Employer and that the Employer and its employees must meet such demands, obligations or comply with such local rules or regulations as may be promulgated or imposed by the government. The Employer, Union and employees will observe all local rules and regulations set forth by the government. It is further understood that if a security clearance is required to perform work on devices/systems covered by this Agreement, then that such security clearance shall be a condition of continued employment with the Employer. Such employees may be subject to investigation for security clearance under regulations prescribed by any authorized agency of the United States government. A denial or withdrawal of such clearance by such government agency shall be just cause for discharge.

Section 3.03 It is also understood that the government is fielding more mobile/transportable training devices that move around the country for periods of time. This may require the assignment and utilization of personnel from various locations on a temporary basis. CBA employees who are assigned to this temporary duty will continue to be covered under their current CBA rates, including overtime if applicable.

ARTICLE 4

SUBSTANCE ABUSE POLICY.

Section 4.01. The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal of both parties to protect the health and safety of employees, and to promote a productive workplace, as well as to protect the reputation of the Company, the Union, and the employees. Consistent with these goals, the Company prohibits the use, possession, distribution, or sale of drugs, drug paraphernalia, or alcohol on Company premises. The Company also prohibits an employee from being under the influence of illegal or impairing drugs or alcohol while at work. Bargaining unit employees will continue to be subject to drug and alcohol testing under the Company's substance abuse policy. The Company agrees that any such testing will be conducted in compliance with applicable federal or state regulations. Pre -employment drug testing is a condition of employment. All drug and alcohol testing will be at the expense of the Company.

ARTICLE 5

ASSIGNMENT OF SHOP STEWARD

Section 5.01 It is hereby understood and agreed that the Union may assign a Shop Steward, and an alternate Shop Steward to represent bargaining unit employees through the different work groups at Ft. Riley comprised of Range, Airfield and Ground. The Union shall notify the Company in writing on Union letterhead of the individuals so selected in this capacity.

Section 5.02 It is agreed that Shop Stewards have full-time job duties to perform as employees and that they shall keep time spent in handling matters of Union business to a minimum.

Section 5.03 A Shop Steward shall not leave the job to perform Union business until he has permission from his Supervisor. When the Steward makes the effort to comply herein, permission to leave the job to handle such grievance shall not be unreasonably withheld. The Steward will use sound discretion and reasonable judgement in assessing any such absence from his/her area.

Section 5.04 The Union can designate one Steward to act in the capacity of a Chief Steward. Their role will act as a liaison between the IAM, District 70 and the site to ensure uniform communication concerning Union Business.

Section 5.06 Stewards will have super seniority for the purpose of workforce reduction. _

ARTICLE 6

NO STRIKE/NO LOCKOUT CLAUSE

Section 6.01. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively or individually engage in or participate in any strike (including sympathy or secondary strikes), slowdown, stoppage of work or picketing during the term of this Agreement, and the Company agrees that during the term of this Agreement it will not lockout or deny work for any of the employees covered by the Agreement.

Section 6.02. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct. In taking such steps, the Union will not be liable to the Company during the term of the Agreement or thereafter for any damages suffered by the Company arising from or out of any such stoppage or strike.

Section 6.03. If reasonable steps attempted in Section 2 do not return the striking employee(s) to work, then the employee(s) will be subject to disciplinary actions, up to and including termination. Disciplinary actions toward employees due to strike participation shall not be subject to the grievance process

ARTICLE 7

SECURITY

Section 7.01. The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government.

Section 7.02. The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the Government.

Section 7.03. It is understood by and between the parties hereto that, as a necessary condition of continued employment, employees shall be subject to investigation and must meet eligibility requirements for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States Government on governmental work. Denial or withdrawal of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements. All security clearance and background checks will be at the expense of the Company. Security Clearances will not be required for a workgroup that has no contractual obligation to obtain them.

Section 7.04. It is understood that there shall be no liability on the part of the Company for any release growing out of the denial or withdrawal of clearance and/or unescorted entry authorization by the United States Government and such release is not subject to the grievance and arbitration process.

ARTICLE 8

SPECIFIC PERFORMANCE

Section 8.01. This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. The Union and the Company, for the life of this Agreement, each voluntarily and unqualifiedly waives the right each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiate or sign this Agreement.

Section 8.02 There shall be no individual arrangements or agreement made covering any part or all of this Agreement contrary to the terms herein provided, and it is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement, and subject to any amendment that is agreed upon by both parties.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.01 Safety. It is the intent of the Company to maintain safe and healthy conditions as is necessary to protect employees from injury. It is the desire of the parties to this Agreement to have a site "Joint Safety Committee", to promote and maintain high standards of safety for the operations of the Company, in order to eliminate, as far as possible, industrial accidents and illness.

The Joint Safety Committee will be made up of an equal number of employees from the Company and the bargaining unit employees. The Committee will meet not less than quarterly.

The Company agrees to request from the customer any repairs or changes to the workplace if they are not in compliance with applicable safety standards. The Union shall have the right to meet and confer with the Company regarding these matters.

Section 9.02. Change of Address. Employees are responsible for notifying the Company of their proper mailing address and current telephone number. Laid off employees are also responsible for notifying the Company of their proper mailing address and current telephone number to maintain recall rights. The Company shall be entitled to rely upon its records and shall be held harmless for any action that may arise out of said reliance.

Section 9.03. Bulletin Board. Subject to approval of the Customer, the Company will provide bulletin board space on a standard bulletin board, located in the Company's facility. The bulletin board space may be used by the Union solely for the purpose of conveying official information from the Union to bargaining unit employees. All information to be posted is subject to advance notice to the Site Manager or his designee for compliance with the standards set forth in this Article.

ARTICLE 9

MISC. PROVISIONS Cont.

Section 9.04. Safety Equipment. The Company will provide to the bargaining unit employees such personal protection equipment that the Company requires to be worn. The Company will reimburse the Employee up to one hundred and fifty (\$150) dollars for the purchase of safety shoes or boots, provided that they meet the safety requirements as outlined by Company, each calendar year if they are worn to the extent that they need to be replaced. Reimbursement for a second pair of safety shoes or boots within the same year will occur on a case-by-case basis with the approval of the Program Director.

Section 9.05. Training. Employees will comply with Company required training and Customer/Government certifications. Any required training will be paid for by the Company.

Section 9.06 Bargaining Unit Work. Non-bargaining unit personnel may temporarily perform bargaining unit work provided that such work does not result in the layoff, reduction of scheduled work hours or reduction of scheduled overtime of employees in the bargaining unit. Such temporary work may be performed by non-bargaining unit personnel in the following situations:

- a. For the purpose of instructing and training employees covered by this Agreement.
- b. Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen circumstance which would require immediate action.
- c. On any shift when an employee fails to report to work and other qualified employees are not immediately available in the same classification as the absent employee(s), until such time as a qualified replacement reports.
- d. After the Government has provided written notice to the Company.

ARTICLE 9

MISC. PROVISIONS Cont.

Section 9.08 Contract Re-Affirmation. The Company and the Union agree and commit that they will meet within thirty days prior to the third year anniversary of this agreement in order to sign a written agreement of contract re-affirmation for the remaining stated term.

Section 9.09 EBS Custom Choices Supplemental Insurance. It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Employer reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

The Employer will honor payroll deduction requests and remit deductions to the underwriting insurance Employer designated by EBS on a schedule, which is mutually agreed to by the Employer and EBS. The Union will defend, save, and hold harmless and indemnify the Employer from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution by the Employer. The Employer agrees to implement the provisions as soon as possible after the administrative systems and financial requirements are worked out between the Employer and EBS.

Valiant agrees to revisit the EBS benefit offering within 90 days of ratification to assess the Company's ability to administer the payroll deductions. Base access for the EBS rep is TBD.

ARTICLE 10

FILLING OF VACANCIES

Section 10.01. The Company will notify the bargaining unit employees of any openings to be filled by posting such openings on Union bulletin boards at least ten (10) calendar days prior to filling such vacancies. The posting shall contain the position(s) open and the method the employees may apply for such openings.

Section 10.02. The Company shall transfer employees to any open position(s) from within the bargaining unit. If, in the sole discretion of the Company, the employees have the skills and ability necessary to do the work. If two (2) or more employees are eligible, and express an interest, seniority will only be considered if qualifications and performance are equal. If the senior applicant is not selected, and upon their request, the Company will provide written justification of their decision regarding the non-selected applicant with five (5) working days. The non-selected employee will then have five (5) working days upon the receipt of the justification statement to submit a rebuttal. Disciplinary actions will be considered in the promotion process of any employee. Employees are entitled to review any of their own information used in this decision-making process.

Section 10.03. When new bargaining unit jobs are required that cannot be properly encompassed with an existing job specialty, the Company will notify the Union of the requirements and rate of pay. The Union shall have fifteen (15) business days, from the date of notice by the Company, in which to negotiate a rate of pay.

Section 10.04. The Company has the right to determine new job classifications. Copies of new or revised job descriptions and required certifications shall be distributed to the affected employees. The Union shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

Section 10.05. The Company may temporarily upgrade an employee to a higher paid classification. If the employee is assigned and works in a higher paid position for at least five (5) calendar days, the employee shall receive the rate authorized for the classification of work that he is performing for the period in which he/she performs it.

Section 10.06. Upgraded employees will be considered on probation in the new position for ninety (90) days after the upgrading. During this period, the Company may, at its discretion, reclassify the employees to their former occupation if it is determined by the Site Manager, or his designee, that the employee is not meeting the qualifications for that job classification.

ARTICLE 11

UNION ACCESS TO OPERATIONS

Section 11.01. The Company agrees that the Grand Lodge Representative, Business Representative, or acting Business Representative (hereinafter referred to as the Union Representative) will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of conducting Union business. Prior approval must be obtained from the Site Manager, or his designee, and such visits shall not interfere with production of work being performed. Such visitation approval shall not be unreasonably withheld. The Union Representative shall notify the Site Manager, or his designee, when he is leaving the Company's operations.

Section 11.02. The Company, if it desires, may have a Company representative accompany the Business Representative while he is visiting its operations recognizing that the Union Representative is entitled to private conferences with any represented employee.

ARTICLE 12

SENIORITY

Section 12.01. Probationary Period. New employees shall be on probation for ninety (90) calendar days from the initial hire date during which time they may be discharged at the sole discretion of the Company. If retained after the probationary period, their names shall be placed on the Seniority List as of their date of hire.

When two (2) or more employees are hired on the same day, the employee's last four digits of their social security number (SSN) shall be used for purposes of lay-off, recall and promotion (i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on that same day).

Section 12.02. Definitions. Seniority is defined as including the continuous service with the Company, and with predecessor contractors, in the performance of similar work at the same federal facility. Employees hired on or after the date of contract ratification will establish their seniority from date of hire at the facility. Seniority will not be lost for:

- a. Periods of approved absence with leave;
- b. Periods of layoff due to lack of work less than twenty-four (24) consecutive months;
- c. Periods of absence due to workers compensation injury or illness less than twelve (12) consecutive months.

ARTICLE 12

SENIORITY Cont.

Section 12.03. Loss of Seniority. An employee covered by this Agreement shall lose his/ her seniority status and his/her name shall be removed from the seniority list under any of the following conditions if he/she:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Fails to return from an approved leave of absence within the prescribed time frame;
- d. Is barred by the customer's written order;
- e. Has his/her security clearance revoked and not reinstated within twelve (12) consecutive months;
- f. Refuses recall;
- g. Abandons his/her job (No call and no show for three (3) consecutive workdays or more).

Section 12.04. Seniority List. A seniority list will be maintained by the Company and will be made available to the Union upon request. The Company will also furnish a list to the Union reflecting new hires or rehires, their classification, their date of hire, and termination or layoff dates.

Employees transferring from other sites within the Company retain their original seniority date for benefit and vacation purposes only.

ARTICLE 12

SENIORITY Cont.

Seniority for the purpose of layoff, recall, and progression will be according to separate workgroup rosters. The following classifications will be considered unique workgroups, maintaining separate seniority rosters:

AIRFIELD: Made up of groups – AVCATT, TFPS, LCT, UH60, NCM3, TBOS, UMS.

RANGE: Made up of groups – DMPCRC, DMPTR, CACTF.

GROUND: Made up of groups – GMDT, TESS, CCTT, VCTS, HITS, also Supply Tech.

Section 12.05. Personnel Actions. Seniority will not be used as a factor in personnel actions (including reclassifications, promotions, demotions, lateral transfers, special assignments); provided, however, that seniority will be considered by the Company in making layoff, recall and promotion decisions depending on the requirements of the Company's contract with the Government; and if all other, including but not limited to qualification, performance evaluations, skills, and ability are equal.

Section 12.06. Lay-off. When it becomes necessary to reduce the number of employees the Company shall lay off employees by classification within their workgroup and in accordance with their seniority provided that the remaining employees have the skills, ability, and experience necessary to fulfill the Company's support obligations. Employees with active disciplinary action, written or higher, in their personal file will automatically be the first selection for any lay-off within their workgroup.

The Company shall notify the Union and affected employees as soon as the facts are known to the Company of the upcoming layoffs, but not less than two (2) weeks' notice or two (2) weeks' pay in lieu thereof.

ARTICLE 12

SENIORITY Cont.

Section 12.07. Recall. Employees shall be recalled in reverse order of layoff. The Company shall send recall notices by certified mail to the employee's last known official address. The notice will instruct laid off employees when to report to work. Employees shall report to work within fifteen (15) working days after receipt of notice to report to work or on the specified day, whichever is greater in time. If the employee does not report to work within the fifteen (15) working days or specified date, the employee will be deemed to have abandoned their job and will be removed from the seniority list. The Company agrees that an employee may request a later return to work date for extenuating circumstances acceptable to the Company.

Section 12.08. Transfers. An employee who is transferring into the bargaining unit from another Program or Company site shall establish a new seniority date, which is the date the transfer is effective. Employees transferring in from another Company site shall retain their original benefit date.

ARTICLE 13

DISCIPLINE

Section 13.01. Disciplinary action shall only be initiated by the Company for just cause, and any penalty imposed will be consistent with proven offenses, and the principle of progressive discipline shall be adhered to, as set forth below.

Section 13.02. There shall be a twelve (12) month reckoning period for discipline after which the offense will not be used to progress to the next step of discipline in the event of further offenses. There shall be no period of reckoning for employees disciplined for engaging in any form of workplace harassment.

Section 13.03. For infractions of Company rules such as, but not limited to, absenteeism, tardiness and poor work performance, a three-step procedure will be followed of oral reprimand, written reprimand, and finally termination. However, at the final step of the procedure the Company may elect to enforce another written reprimand rather than discharge, without prejudice to any other incident. The Company at all times retains the right to apply appropriate discipline commensurate with the offense.

Section 13.04. Employee(s) shall have the right to Union representation during any interview that may be disciplinary in nature or lead to any discipline. The Steward shall be notified, and the Union shall be given the opportunity to attend such interviews if desired by the employee.

ARTICLE 14

UNION MEMBERSHIP

Section 14.01. Agency Shop: As a condition of employment, all present bargaining unit employees shall become members of the Union or pay an agency fee to the Union equal to the amount of monthly dues (but not both) within thirty (30) days of execution of this Agreement, and all new employees shall become and remain members of the Union or pay an agency fee not later than thirty (30) calendar days of their date of hire or transfer.

Section 14.02. Upon written notice from the Union of failure on the part of any individual to complete application in the Union as above required, or failure to continue payment of dues or agency fees to the Union, the Company shall, within three (3) workdays of such notice, discharge said employee.

Section 14.03. Check-off: Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, the dues owed by him to the Union during the period provided for in said authorization.

Deductions shall be made on account of dues and/or initiation fees, if appropriate, from the first paycheck in each month for employees after receipt of authorization.

The parties agree that check-off authorizations shall be on a form as approved by the Union.

Section 14.04. The sums deducted as stated above shall be forwarded to the designated financial officer of the Union no later than the tenth (10th) day of the month following the month in which deductions are made. In the event of unforeseen circumstances, the Company may be granted an extension upon request being submitted.

Section 14.05. The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

ARTICLE 15

GRIEVANCE & ARBITRATION PROCEDURE

The Union and the Company realize matters of dispute can have counterproductive effects on workplace productivity, employee morale, as well, overall unit cohesiveness. Both parties agree to approach this subject with fairness and consistency. When an employee or the Union collectively, has a grievance against the Company, it shall be processed in accordance with the following:

Section 15.01.

Step 1. An employee believing, he has cause for a grievance may, at his option, discuss the issue directly with his Site Manager in an attempt to settle the grievance or may take it up with his Steward who shall discuss the issue with the employee's Site Manager. Both parties recognize the desirability of settling problems promptly through full discussion at the lowest step possible. Every effort will be made to resolve differences at the oral stage of the procedure and any resolution at this step shall be non-precedent setting.

If the issue is not resolved orally, the grievance shall be submitted by the Steward in writing to the Site Manager within seven (7) working days. The written grievance must specify the Article and Section, or Letter, of this Agreement or agreements supplemental thereto alleged to have been violated; must be signed by the aggrieved employee or employees, if available, and must specify the relief sought. The Site Manager will reply to the steward in writing on the grievance form to the company's position of intent to resolve or deny the grievance at this step within seven (7) working days.

Step 2. If the grievance is not resolved at step 1: Within ten (10) working days of receipt of the Site Manager's response, the Steward/Union Representative will contact the Program Manager to discuss the grievance. The Company will contact the Steward/Union representative and provide the Company's position within two (2) weeks of receipt and shall respond in writing within five (5) working days following the discussion. The meetings may be held via telephone or other electronic means during Step 2 and Step 3 of this grievance process.

ARTICLE 15
GRIEVANCE & ARBITRATION PROCEDURE Cont.

Step 3. If the grievance is not resolved at step 2, a copy of the grievance appeal will be presented to the designated corporate Labor Relations Representative within fifteen (15) working days after the Company's second step disposition is received by the Union. The corporate Labor Relations Representative's written answer will be given to the Union Representative within fifteen (15) working days after receipt from the Union.

Step 4. Arbitration. Any grievance that has not been settled pursuant to this article at Step 3, of this Agreement, may be referred to arbitration within fifteen (15) working days after the Step 3 response is given.

Section 1. Upon receipt of a notice to take a grievance to arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. Only the Union or the Employer may invoke arbitration on the other.

Section 2. Upon receipt of the panel, the Parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one (1) remains. The last remaining member shall serve as arbitrator. On the first arbitration selection under this Agreement, the Employer will strike the first name from the panel. On the second arbitration under this Agreement, the Union will strike the first name from the panel. Thereafter this alternate striking of names will continue. Mutual records will be maintained by both parties. Either party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Service by the party rejecting such panel with a copy of such request to the other Party.

ARTICLE 15
GRIEVANCE & ARBITRATION PROCEDURE Cont.

Section 3. The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the Agreement provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from or add to the terms of this Agreement or to substitute his discretion or judgment for the Employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to the Employer's discretion or judgment. The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or receipt of the parties' post-hearing briefs, whichever occurs later.

Section 4. The arbitrator's award shall be final and binding upon the Employer, the Union and the bargaining unit Employees.

Section 5. The fees and costs of the arbitrator shall be borne equally by the Parties. Each Party shall otherwise pay its own costs and expenses.

Section 15.02. The time limits and procedures provided for in this Article for the presentation and appeal of a grievance at any step are guidelines that may be adjusted by mutual agreement. In the event of the failure of the Union or Company to proceed at any step within the time prescribed or in the manner prescribed, the grievance shall be considered settled and not subject to further action of any kind unless the parties agree to extend the time limitations and procedures by mutual written agreement.

ARTICLE 16

HOURS OF WORK

Section 16.01. The normal work week will begin at 12:00 am Saturday and end at 12:00 midnight the following Friday although nothing in this section shall be construed as a guarantee of hours.

- a. A daily work schedule may begin on one calendar day and end on another.
- b. Employees will be scheduled to work in accordance with a formal offer letter of employment.
- c. Employee work schedules can be flexed as determined by management in order to meet the contract requirements.
- d. The Company will make every effort to schedule each employee's work week with 2 consecutive days off.
- e. Any other schedule as agreed to by both parties.

Section 16.02. If no regular work is available, the Company will give the employees the option to do any available work for which they are qualified or take time off. The employees affected shall have the option to perform the available work, use vacation, or take time off without pay.

Section 16.03. An employee who is scheduled and reports for work at the scheduled time without having been notified not to do so shall be given four (4) hours work of any type which is available, if no such work is available, he shall be given four (4) hours pay at the applicable rate.

Section 16.04. Site Closures. In the event the site is closed on a normal workday and employees are told not to report to work by management, employees will receive their base pay and benefits for their originally scheduled hours, when authorized by the customer.

ARTICLE 16

HOURS OF WORK Cont.

Section 16.05. When an employee is not scheduled, and is called and reports for work, outside their scheduled workweek, they shall receive a minimum of four (4) hours pay at the applicable rate.

Section 16.06. Employees will be allowed one (1) twenty (20) minute rest period before and one (1) twenty (20) minute rest period after lunch in each complete workday. Said rest periods are to be taken as work permits. The work breaks may not be combined with the lunch break.

Section 16.07. An employee who is called and reports back to work after he completed his regularly assigned shift and departed from the premises shall receive a minimum of four (4) hours pay at the applicable rate.

Section 16.08. Any change of an employee's workweek, shift, and/or start time, will be given a minimum of seven (7) days notice unless the Government mandates a change that would warrant less notification given. In that case the Company would notify the area steward prior to announcing any such changes.

ARTICLE 17

OVERTIME

Section 17.01. Overtime will be paid for work in excess of forty (40) hours in a work week at one and one-half (1.5) times the employee's regular base hourly rate. For the purpose of calculating overtime, hours worked shall include holiday, vacation, jury/witness duty, and bereavement time.

Section 17.02. There shall be no duplication or pyramiding of overtime payments.

ARTICLE 18

UNPAID LEAVES OF ABSENCE

Section 18.01. Where feasible, for all categories of unpaid leaves of absence, other than furlough, an employee must provide his/her supervisor with an advance written request of an unpaid leave of absence in excess of eight (8) hours by means of the Request for Leave form. The request will stipulate a specific period of time of when the leave will commence and end. All requests for unpaid leaves of absence will be reviewed by People Resources. Leaves taken for personal reasons, special assignment, or educational reasons must be approved by the employee's supervisor and People Resources prior to the commencement of the leave.

All accrued sick leave must be used before an employee shall be granted an unpaid medical leave of absence. Employees may maintain up to forty (40) hours of accrued, unused vacation which does not have to be used prior to going on an unpaid medical leave of absence. Any vacation or sick leave accruing to an employee's account during the period of the leave cannot be used until the employee returns to work in a paid work status.

Military leave policy is intended to duplicate applicable federal and state laws providing rights and benefits to employees who are absent from the workplace to perform service in the uniformed services.

A furlough is an involuntary leave of absence required by the Company when temporary disruptions require a limited, short-term cessation of work activity. A furlough shall not exceed thirty (30) consecutive calendar days in duration. If an employee cannot be restored to an active work status by the end of the thirtieth (30^h) day on furlough, the employee shall be laid off.

Section 18.02. Benefit Date Adjustment. An employee who takes a personal leave of absence shall have their benefit date adjusted to subtract the number of workdays that they are absent, except for leaves resulting from occupational illness or injury.

Section 18.03. Failure to Return from a Leave of Absence. Failure to return from a leave of absence on the first scheduled workday following the expiration date of said leave, without communication to the site program manager, may result in termination of the employee, except in extenuating circumstances involving reasons that do not constitute job abandonment.

ARTICLE 18

UNPAID LEAVES OF ABSENCE Cont.

Section 18.04. Union Business: Bargaining unit employees that are required to travel for official Union business or attend official Union functions shall be granted a leave of absence for performing such business. While on such leave, employees shall not lose any benefit of seniority. No more than one (1) employee may be on union business at any given time.

Employees shall submit such requests for leave accompanied by official Union communication authorizing them to travel or act in such capacity. These requests will normally be made at least seven (7) calendar days in advance of such requirement.

ARTICLE 19

HOLIDAYS

Section 19.01. The following ten (10) holidays will be provided:

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

Section 19.02. Any holiday falling on a Saturday or Sunday will be observed on the day set by the Federal Government.

Section 19.03. Regular full-time holiday pay is eight (8) hours.

Section 19.04. In addition to the holidays listed above, the Company will observe any holidays declared as a legal federal holiday by Congress or the President when authorized by the customer.

Section 19.05. In the event that training is conducted on one of the aforementioned days, those hours worked will be paid at the overtime rate of 1.5 times their base hourly rate.

Section 19.06. Employees may be allowed to float the Columbus and Veterans' Day holidays. The rescheduling of these holidays will be done on an individual basis to accommodate both employees and operational support needs. The Company maintains the sole discretion in approving the alternate holiday schedule.

ARTICLE 20

VACATION

Section 20.01. Annual Accrual Rates - Earned paid vacation hours shall be credited to the employee's account as accrued upon completion of each standard workweek. Paid vacation accrual will follow the schedule below:

- Zero to Four Years of Service-During the first forty-eight (48) months (4 years) of continuous employment, regular full-time employees will accrue 1.539 hours of paid vacation after the completion of each standard full-time workweek to a total annual rate of ten (10) days.
- After Four Years up to Fourteen Years of Service-During the interval between forty-eight (48) months (4 years) and one-hundred and sixty-eight (168) months (14 years) of continuous employment, regular full-time employees will accrue 2.308 hours of paid vacation after the completion of each standard full-time workweek to a total annual rate of fifteen (15) days.
- After Fourteen Years of Service-After completion of one-hundred and sixty-eight (168) months (14 years) of continuous employment, regular full-time employees will accrue 3.077 hours of paid vacation after the completion of each standard full-time workweek to a total annual rate of twenty (20) days.

Section 20.02. An employee's accrued, unused paid vacation balance cannot exceed two (2) times the annual accrual rate. If an employee is approaching their accrual limit, the Company may force the employee to use accrued vacation time. Upon termination of employment, an employee will be paid for all accrued (unused) vacation time at the employee's base hourly rate, as defined in Article 21, Section 1.

Section 20.03. An employee desiring to use accrued vacation time will notify the company 14 days in advance when vacation is requested. This Section 20.03 should not be considered absolute in that sometimes during a regularly scheduled workday circumstances arise that dictate an employee needs time off before the end of his/her shift for unforeseen reasons. In such circumstances, the use of accrued vacation time shall be granted to avoid the employee accumulating LWOP occurrences.

ARTICLE 21
WAGE RATE SCHEDULE

Section 21.01. The hourly base rate of the bargaining unit employees will become effective on or following the first full pay period following the dates listed in the table below.

Classification	Current	AWD Adjustment	Effective 7/01/20	Effective 7/01/21	Effective 7/01/22
	5/1/2019		3%	3%	3%
Electrical Maint I	\$ 23.62	\$ 23.96	\$24.68	\$25.42	\$26.18
Electrical Maint II	\$ 24.75	\$ 25.36	\$26.12	\$26.90	\$27.71
Electrical Maint III	\$ 28.06		\$28.90	\$29.77	\$30.66
Simulation Tech I	\$ 23.62	\$ 23.96	\$24.68	\$25.42	\$26.18
Simulation Tech II	\$ 24.75	\$ 25.36	\$26.12	\$26.90	\$27.71
Simulation Tech III	\$ 28.06		\$28.90	\$29.77	\$30.66
Range Tech I	\$ 24.00		\$24.72	\$25.46	\$26.23
Range Tech II	\$ 25.25		\$26.00	\$26.79	\$27.59
Range Tech III	\$ 28.50		\$29.36	\$30.24	\$31.15
Computer Specialist/Instructor	\$ 28.84	29.18	\$30.06	\$30.96	\$31.89
Supply Tech	\$ 18.70		\$24.00	\$24.72	\$25.46

Section 21.02. Effective the first full pay period on or following July 1, 2020 a Lead differential pay of one dollar (\$1.00) per hour will be paid in addition to a lead employee's base hourly rate for all hours worked. A lead is defined as an employee who is required to assist the Airfield Supervisor in scheduling work, responsible for instructing and aiding a group of employees. Assists Supervisor in maintaining a smooth flow of work and maintains maintenance records. Reports to Supervisor the reason for failure to maintain flow of work. May be called on to replace Supervisor temporarily in case of absence. Management shall determine the lead or leads, and the designation of lead status or the removal of such at its discretion. This differential shall not be applied in addition to an overtime premium, if overtime is applicable unless the lead is performing overtime work within the lead job function.

ARTICLE 21
WAGE RATE SCHEDULE Cont.

Section 21.03 Shift Premiums: In the event more than one shift is established, a shift differential will be paid in addition to their base pay rate as follows:

Shift Differential Pay

1 st Shift Weekend	.50/hr.	
2 nd shift M-F	.75/hr.	When assigned to weekends: \$1.25
3 rd shift M-F	1.00/hr.	When assigned to weekends: \$1.50

Section 21.04: Hazard Pay Differential: All employees working in assignments that include Range duties will receive a 4% hazardous pay differential per the following:

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

ARTICLE 22

EMPLOYEE INSURANCE & BENEFITS

Section 22.01. The current package of benefits (in which the cost is shared by the employee and the Company in some cases) shall include:

- Flexible Spending Account and Health Savings Account (where applicable)
- Basic Life Insurance and Basic Accidental Death & Dismemberment (AD&D) Insurance
- Employee Supplemental Life Insurance and Supplemental AD&D Insurance
- Dependent Life Insurance
- Long Term Disability Insurance
- Short Term Disability Insurance
- Medical/Dental/Vision Insurance
- Retirement Benefit Plan as outlined in Section 4
- Business Travel Accident Insurance
- Employee Assistance Program
- Sick Leave in accordance with Section 3
- Other paid leaves as outlined in Section 5

The benefits levels available are described in the respective plan documents and annual enrollment materials. As these plans are provided by outside vendors and/or are Companywide 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. The Company may elect to amend the standard companywide plans each year and such amendments will apply to employees covered by this Agreement.

ARTICLE 22

EMPLOYEE INSURANCE & BENEFITS Cont.

Section 22.02. H & W Per-Hour Amount: Effective the first full pay period on or following July 1 of each year, should the value of the Company provided benefits for an individual vs benefits elections result less than the amount indicated below (to a maximum of forty (40) hours paid per week), the residual amount will be paid to the employee.

Per Hour Amount:

2020 - \$6.25

2021 - \$6.50

2022 - \$6.75

Employees who qualify for non-enrollment of company provided healthcare coverage (e.g., enrolled in other coverage, i.e., spouse provided, Tricare, etc.) may waive participation in the company provided plans and receive cash-in-lieu, having the amount added to their paycheck.

Section 22.03. Sick Leave Accrual. Full-time employees, who are continuously employed, will accrue 1.08 hours of sick leave after the completion of each standard full-time workweek to total an annual rate of seven days per year. There will be no maximum accrual limit on sick leave however any accrued, unused sick leave will not be paid out to the employee upon termination from the Company.

Section 22.04. The Company will match 100% of employee contributions into their retirement account up to 3% and 50% of employee contributions from 3% to 5%. The Company's total contribution will not exceed 4% of employee contributions for a given bi-weekly pay period.

ARTICLE 22

EMPLOYEE INSURANCE & BENEFITS Cont.

Section 22.05 Jury Duty. Employees shall be excused from work and paid, for all regularly scheduled hours missed due to the required jury duty, the difference between their base hourly rate of pay.

An employee who was subpoenaed as a witness to a civil or criminal infraction (but not appearing as a party to the action) is eligible for compensation for scheduled work time necessarily missed to appear to give such testimony in a civil or criminal court action. The employee must make a good faith effort to limit the amount of scheduled working time missed by attempting to have his/her testimony scheduled during non-working time and, to the extent practical, to be placed on an on-call status to testify. Eligibility for this pay is conditioned upon the employee giving the supervisor a copy of the subpoena the first working day after the employee is served.

Bereavement. When there is a death or critical illness or injury (usually considered life threatening but unrelated to a routine or corrective surgery) of a member of an employee's immediate family. Under such circumstances, emergency leave may be granted for a period not to exceed three working days. Immediate family is defined as an employee's spouse, same-sex domestic partner, parent, child (including children of a same-sex domestic partner), brother, sister, grandparent, grandchild, or any of these in a step or in-law relationship, legal guardian, or legal ward.

Military Leave. Compensation for a maximum of ten working days per year shall be granted to employees fulfilling training commitments within the Military Reserves or National Guard. The appropriate reference year for purposes of Military Reserves or National Guard training will be the government fiscal year, which runs from 1 October through 30 September. The employee's compensation will be the difference between their base hourly rate of pay and that paid by the government. Employees shall be eligible to receive such compensation during the entire period of their association with the Military Reserves or National Guard.

ARTICLE 23 TRAVEL

Section 23.01. All travel will be conducted in accordance with Company policy and the Joint Travel Regulations (JTR). Employees will be paid in accordance with a) and b) below when they are required to travel for the Company.

- a. An employee, while on travel status, will be paid for:
 - All actual work time when such work has been assigned and approved in advance; and
 - Actual travel time by any conveyance; provided, however, that hours paid under a) and b) of this paragraph shall not be duplicative.
- b. On the initial and final days of travel to and from a temporary work site the travel time shall commence when the employee departs home/hotel and cease when the employee reaches home/hotel. Should travel be necessary outside an employee's normal daily work shift, the employee shall be paid in accordance with overtime rules as though they were at their normal duty station.

Section 23.02. The Company will provide per diem (lodging, meals, and incidentals) at the rate stipulated in the JTR. When JTR rates are unavailable and when approved by the Company in advance, lodging shall be reimbursed for actual expenses incurred when substantiated by receipts.

Section 23.03. Any employee who may be required to travel must obtain a Company sponsored travel card and comply with company travel policy.

Section 23.04. When multiple employees are traveling together on company business, each employee will have individual lodging accommodations for overnight stays in accordance with the JTR.

Section 23.05 Anytime the requirement for travel arises, the employee selection/assignment process will be as follows:

The selection/assignment will first be filled by qualified volunteers except in cases of customer requests for a specific skill set or personnel. If that process does not fill the needed requirement, the selection will be made by reverse seniority from those qualified to perform the needed work.

ARTICLE 24

SEPARABILITY AND SAVINGS CLAUSE

Section 24.01. In the event that now, or hereafter, there is any State or Federal law or any directive, order, rule, or regulations made pursuant thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule, or regulation shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now, or thereafter requires the approval of any Government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE 25

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns until its expiration, or until it is changed by mutual agreement of the parties. In the event the Company ceases to perform on the contract as identified in Article 1, the Company shall be released from all obligations on the contract so affected under this Agreement. It is the express intent of the parties that the Agreement shall remain in effect for its full term. In the event that a successor is announced by the customer, the Company shall notify the Union of such change and include contact information for the successor if known.

ARTICLE 26
DURATION

This Agreement will become effective December 15, 2019 except as otherwise provided herein and shall remain in effect until April 30, 2023. Should either party desire to change, modify or terminate the Agreement on the anniversary date of April 30, 2023, written notice must be given to the other party sixty (60) days in advance of April 30, 2023. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year and, in like manner from year to year thereafter.

In witness whereof, the parties have caused this agreement to be executed by their authorized agents December 14, 2019

International Association of
Machinists and Aerospace
Workers. District 70
Local Lodge 708



Cornell Beard, Directing Business Representative,
District 70

Valiant Integrated Services

DocuSigned by:
Emma Sharma
7FD0E168BA524C8...

Emma Sharma, Chief Administrative Officer &
General Counsel



Gerald Hill, Business Representative, District 70

DocuSigned by:
Bill Prescott
9E988DADA8C54B0...

Bill Prescott, Director, Labor Relations