

Collective Bargaining Agreement

Between

Raytheon, Senspex, Valiant Integrated Services,
Advanced Systems Technology, Inc., and Check
Defense LLC

And

The International Association of Machinists and
Aerospace Workers, AFL-CIO
District 725
Local 25

Fort Irwin NTC, California

June 1, 2019 through October 31, 2022

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PREAMBLE

Section 1. This Collective Bargaining Agreement (“Agreement”) is entered into as of the 1st of June 2019 by Raytheon Intelligence, Information and Services, and its subcontractors Senspex, Valiant, Advanced Systems Technology, Inc., and Check Defense, (“Company” as used herein refers to each of the five companies separately. In those cases where a provision is to apply to one or more of the five companies, but not all of the companies, the name of the company will be used.) and the International Association of Machinists and Aerospace Workers, AFL-CIO and its District 725, Local 25 (herein after referred to collectively as the “Union”).

Section 2. In executing this Agreement, it is the express intent of the Parties to create a discrete contractual relationship between the Union and each signatory Company identified in Section 1 above. Accordingly, the Union covenants that this Agreement may not, under any circumstances, be construed as establishing or even evincing the existence of any form a joint employer relationship.

ARTICLE 1. INTENT AND PURPOSE

In setting forth certain provisions pertaining to wages, hours of work and working conditions, the Company and the Union have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the resolution of grievances that may arise.

ARTICLE 2. RECOGNITION

The Company herein recognizes the Union as the sole and exclusive bargaining agent as certified by National Labor Relations Board Case Nos. 31-RC-159481, 31-RC-148434 and 31-RC-133481 and following card check Recognition/Accretion agreement dated on or about January 28, 2015, March 29, 2017, February 15, 2018 and March 4, 2019 after proof of majority status of the relevant classifications, for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth.

ARTICLE 3. BARGAINING UNIT

The Bargaining Unit shall consist of the following classifications:

INCLUDED: All full-time TAF Specialists (Computer Operator IV), Supply Technicians, Service Order Dispatchers, Administrative Support Specialist, Electronic Technician Maintenance I, II and III, Audio Visual Specialist I and II, Heavy Equipment Operator and Sanitary Specialists for the Company at Fort Irwin, CA on Government Contract W900KK-18-C00037 (hereinafter referred to as the contract).

EXCLUDING: All other employees, managers, guards, confidential employees and supervisors as defined in the National Labor Relations Act, as amended.

The above list of classifications reflects the respective bargaining units that are individually and separately covered by this Agreement.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as modified by a specific provision of this Agreement, the Company reserves and retains exclusively all statutory and inherent management rights, including, but not limited to, the right to establish reasonable policies, practices, and procedures for the conduct of the business; to select and direct the working force; to transfer or promote employees; to lay off employees for lack of work and to recall them; to eliminate jobs and classifications; to make and enforce reasonable rules for the maintenance of discipline and discharge for just cause; to establish the methods, processes and means of providing services; to determine the number of employees to be employed; to hire and determine employee qualifications and assign them work; to promote, demote, transfer; to set standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the methods, means, and facilities by which operations are conducted; to set starting and quitting times and the number of shifts to be worked; to control the use of facilities, equipment, and other Company property; to introduce new or different research, production, service, and maintenance methods, materials, and equipment; to implement, continue, modify, or discontinue training programs; and in all other respects, to carry out the customary functions of management, whether exercised or not.

Section 2. Subject to the remaining provisions of this Agreement, the Company shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. The parties also specifically agree that the Company shall not be bound in any way to any past practice which arose or was in place prior to the date of this Agreement, provided, however, that if the employees or Union discover a past practice not set forth in this Agreement, the parties shall meet and confer to discuss same.

Section 3. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be interpreted as to exclude those prerogatives not mentioned which are inherent to the management function. The management rights expressed in the above sections shall not be deemed to limit any right of the Union contained in this Agreement.

ARTICLE 5. UNION MEMBERSHIP CHECK-OFF

Section 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 or pay an agency fee to the Union equal to the amount of monthly dues. 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 or pay an agency fee to the Union equal to the amount of monthly dues, and remain in good standing during the term of this agreement.

Section 2. 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. Upon receipt of authorization 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. The deductions listed above will be made from the employee's bi-weekly pay and paid to the Union monthly.

Section 3. Such payroll deductions shall be remitted to the location as designated by the District Lodge 725 by the fifteen (15th) of the month following the month the payroll deductions are made. The Company shall furnish to the Financial Officer of the Union monthly, a record of those from whom deductions have been made and the amounts of the deduction.

Section 4. 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.

ARTICLE 6. SENIORITY

Section 1. Seniority in each bargaining unit covered by this Agreement shall be established as follows:

- a) **AST:** For employees hired on or before January 23, 2015, seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of the Contract at Fort Irwin. Employees hired after January 23, 2015 will establish their seniority from date of hire into the bargaining unit.
- b) **Check Defense:** For employees hired on or before January 26, 2015, seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of the Contract at Fort Irwin. Employees hired after January 26, 2015 will establish their seniority from date of hire into the bargaining unit.
- c) **Raytheon:** For employees hired on or before February 15, 2018, seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of the Contract at Fort Irwin. Employees hired after February 15, 2018 will establish their seniority from date of hire into the bargaining unit.
- d) **Senspex:** For employees hired on or before March 28, 2016, seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of the Contract at Fort Irwin. Employees hired after March 28, 2016 will establish their seniority from date of hire into the bargaining unit.
 - 1. Seniority tie breaker for employees hired on the same day, after March 28, 2016 but before March 1, 2019. Seniority order for said employees shall be determined by the employees' continuous service date on the contract. With the employee having the earliest continuous service date being the most senior.
- e) **Valiant:** For employees hired on or before January 8, 2016, seniority is defined as including the whole span of continuous service with the present contractor, or

successor, and with predecessor contractors, in the performance of the Contract at Fort Irwin. Employees hired after January 8, 2016, will establish their seniority from date of hire into the bargaining unit.

Section 2. Seniority Tie Breaker: Seniority for new employees that are hired on the same calendar day shall be in alphabetical order of surname, and if surnames are identical, in alphabetical order of initials. In the event that employees change their surnames after their hire date, their surname at the time of hire will be used for the purpose of this section.

Section 3. Employees transferring into the bargaining unit, will retain their Company date of hire for vacation and fringe benefit purposes only, but their union seniority date will be their date of transfer into the bargaining unit.

Section 4. An employee shall lose his seniority and his continuous employment shall be broken for the following reasons:

- a) Discharge for just cause.
- b) Layoff for a continuous period of twenty-four (24) months.
- c) Failure to return to work upon the expiration of a leave of absence without prior approval.
- d) Failure to return to work within five (5) calendar days after being recalled. If the employee being recalled is currently employed by another employer the employee will be allowed to give a courtesy notice of up to ten (10) workdays to the other employer before being required to return to work, if necessary.
- e) Absence of three consecutive work days without reporting to the Company, unless it is later proven that the employee was incapacitated and unable to contact the employer due to circumstances beyond the control of the employee, or the employee is on FMLA/CRFA/Industrial Leave.
- f) Retirement or resignation.
- g) Accepting employment elsewhere while on a leave of absence.
- h) On a leave of absence for any reason in excess of eighteen (18) calendar months, unless state or federal law requires otherwise.

Section 5. Probation: Each new employee shall serve a probationary period of ninety (90) days. If during the ninety (90) day period it is found that the new employee is not suitable for the job, his employment may be terminated at the Company's sole discretion, without recourse to the grievance procedure.

ARTICLE 7. FILLING OF VACANCIES

Section 1. It is the Company's preference to promote from within when a vacancy occurs in a classification covered by this Agreement. This provision does not apply to entry level positions and bargaining units that have only one classification. When vacancies occur in any job classification covered by the Agreement, the Company shall post notice of such vacancies internally for a period of three (3) workdays and shall furnish a copy of the job posting at the time of posting to the Chief Steward.

Check Defense. It is the Company's preference to promote from within when a vacancy occurs in a classification covered by this Agreement. This provision does not apply to entry level positions and bargaining units that have only one classification. When vacancies occur in any job classification covered by the Agreement, the Company shall post notice of such vacancies internally for a period of five (5) workdays and shall furnish a copy of the job posting at the time of posting to the Chief Steward.

Section 2. Selection among internal applicants will be based on qualifications. In the event that there are two (2) equally qualified internal applicants, as determined by the Company, the senior employee will be awarded the position. An employee who is denied a bid will be notified of such denial in writing.

Article 8. LAYOFF AND RECALL

Section 1. In cases of layoff at Raytheon, Advanced Systems Technology, Check Defense and Valiant; the company will first request for volunteers and then the employee with the least seniority in the affected job classification shall be laid off first. In cases of layoff at Senspex, the Company will first request for volunteers and then the employee in the affected section (Field Video Team, Realtime and International News Network) with the least seniority in the affected job classification shall be laid off first.

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

Section 3. Employees selected for layoff may elect to bump into a lower rated classification for which they've previously held, within the bargaining unit, provided seniority allows. The employee will inform the Company of his election to bump within five (5) business days following the receipt of his notice of layoff.

Section 4. In recall back to work, the employee with the most seniority in the open job classification shall be recalled first. An employee subject to recall shall be notified by expedited mail with delivery confirmation to the employee's address given at the time of his layoff or the last address provided by the employee after layoff.

Section 5. Recalled employees are expected to return to work within five (5) days after being recalled. If the employee being recalled is currently employed by another employer the employee will be allowed to give a courtesy notice of up to ten (10) workdays to the other employer before being required to return to work, if necessary.

ARTICLE 9. UNION ACCESS

Accredited representatives previously identified by the Union shall have the maximum access permissible under applicable security regulations to the appropriate areas of the base during working hours for the purpose of conducting Union business pertaining to the provisions of this agreement. It is understood that all arrangements for visits of the accredited representatives of the Union to the Company's facility shall be made through Site Management with twenty-four (24) hours advance notice, except in cases of emergency. Such visits shall not unduly interfere with work being performed.

ARTICLE 10. STEWARDS

Section 1. The Company recognizes the right of the Union to designate Stewards as follows:

COMPANY	STEWARDS
Raytheon IIS	One (1) Chief Steward and one (1) Alternate Shop Steward.
AST Inc.	One (1) Chief Steward and one (1) Alternate Shop Steward.
Check Defense LLC	One (1) Chief Steward and one (1) Alternate Shop Steward.
Senspex Inc.	One (1) Chief Steward for FVT and one (1) Chief Steward for Realtime. (serve as each other's alternates)
Valiant Integrated Services	One (1) Chief Steward and two (2) Shop Stewards.

The alternate Stewards shall only act as the Steward in the absence of the Chief Steward. An employee must have at least one (1) year of bargaining unit seniority to be a candidate for election to the position of Chief Steward. If there is a substantial increase in the number of bargaining unit personnel, the parties agree to meet and discuss additional stewards.

Section 2. Stewards shall investigate, present and process grievances without loss of time or pay during his regular working hours. Stewards, however, shall not be paid for time spent handling grievances outside of his regular scheduled working hours. Stewards shall minimize time handling grievances and will take only such time as is reasonably necessary during working hours to investigate, present and process grievances.

Section 3. The Chief Steward will be placed at the top of their classification on the Seniority List, for layoff purposes only, and will be the last to be laid off while in such capacity.

ARTICLE 11. DISCHARGE AND DISCIPLINE

Section 1. The parties agree that they will cooperate to foster a motivated and efficient workforce. Maintaining discipline is an essential element of this effort. No disciplinary action will be taken without just cause.

Section 2. Employees covered by this Agreement have the right to have a steward present, upon request, during any investigatory meeting. Prior to issuing any discipline the Site Manager or his designee will notify and meet with the Chief Steward. During this meeting the Steward shall be informed of the reason the action is being taken or contemplated. The Steward will be given time to meet with the employee prior to meeting the Site Manager or designee.

Section 3. When AST, Raytheon and Senspex employees are issued corrective discipline, the principles of progressive discipline will be applied as follows:

Step 1 Documented Verbal Counseling. Shall not be considered for the purposes of progressive discipline after six (6) months.

Step 2 Written Warning. Shall not be considered for the purposes of progressive discipline after twelve (12) months.

Step 3 Suspension. Shall not be considered for the purposes of progressive discipline after eighteen (18) months.

Step 4 Termination

Section 4. Valiant and Check Defense employees will receive performance feedback according to company policies. When an employee is issued corrective discipline, the principles of progressive discipline will be applied as follows:

Step 1 Verbal Counseling Documentation. Shall not be considered for the purposes of progressive discipline after six (6) months.

Step 2 Final Written Warning. Shall not be considered for the purposes of progressive discipline after twelve (12) months. The Chief Steward will be provided a copy of the Final Written Notice.

Step 3 Termination.

Section 5. It is understood, however, that in the case of offenses that the Company deems more serious, it may start at the step warranted up to and including termination. In such cases where the Company advances to termination of employment as set forth above, the Company first shall have conducted an investigation to establish that said offense was committed. In these cases, the Company shall place the employee on a paid or unpaid administrative leave pending said investigation. If the investigation does not establish that the employee committed said conduct, the employee shall be reinstated with back-pay for the hours he would have worked had he not been placed on administrative leave.

Disciplinary action issued to an employee by the Company at Step 1 and Step 2 shall be issued within ten (10) work days following knowledge by the Company of the occurrence of the alleged violation(s).

Disciplinary action issued to an employee by the Company at Step 3, including termination, shall be issued within fifteen (15) work days following knowledge by the Company of the occurrence of the alleged violation(s). The above specified time limits may be extended by written mutual agreement of the parties.

ARTICLE 12. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. It is the intent of this Article to establish a procedure for the prompt adjustment of issues or disputes arising from the application or interpretation of express provisions of this Agreement. This procedure is intended to promote the prompt adjustment of grievances at the job level in an informal manner, whenever possible. If a matter cannot be resolved informally, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the section of the Agreement alleged to have been violated, the date it allegedly occurred and the action, remedy or adjustment sought. Grievances may be filed by an affected employee, the Steward, or Business Representative. In grievances filed on behalf of individual employees, the grievance shall be signed by the affected employee or by a Steward. A grievance may be filed by the Business Representative in the absence of the Steward. Grievances filed for suspensions or termination will be automatically initiated at Step 3 of the grievance procedure. An institutional grievance is defined as a grievance involving two (2) or more employees. Institutional grievances may be filed by the Business Representative at Step 2 of the grievance procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended as mutually agreed in writing. . For the purpose of this Article, workdays are defined as Monday through Friday.

A grievance shall be processed in accordance with the following procedure, except that no grievance shall be considered which has not been presented in accordance with Step 1 within ten (10) working days after the affected employee/grievant knew or had reason to know of the event, circumstances or facts giving rise to the grievance:

Step 1 The employee involved and/or Steward shall first confer with his Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. When operations permit, grievances shall be handled during normal working hours without any unnecessary interruption of work. The Supervisor shall submit a written response to the Steward within five (5) workdays of the Step 1 meeting. Unless otherwise indicated all Step 1 grievance settlements are non-precedent setting

Step 2 If not settled or resolved at Step 1, the Union must submit the formal written grievance to the Site Manager within five (5) working days after the Step 1 response. After receipt of the formal grievance, the Site Manager and the steward shall meet in person within ten (10) workdays and attempt to resolve the grievance. The Site Manager shall submit a written response to the Steward and/or Business Representative within ten (10) workdays.

Step 3 If not settled or resolved at Step 2, the Union must elevate the grievance to the Company's Labor Relations Director/Human Resources or his designee within ten (10) workdays, after receipt of the Step 2 response. The Labor Relations Director/Human Resources and the Union's Business Representative will meet, in person or by telephone conference, within ten (10) workdays. If the Union and the Company are unable to resolve the grievance, the Labor Relations Director/Human Resources, or his designee, shall submit a written response to the Union Business Representative within ten (10) workdays.

Step 4 If the Grievance is not resolved at Step 3, it must be referred to arbitration within thirty (30) calendar days after receipt of the Company's response at Step 3 or the date on which that response was due, whichever is earlier. The demand for arbitration must be served in writing to the Company's Labor Relations Director /Human Resources within this period as a condition or processing the demand, and it must specify the Articles of this Agreement allegedly violated. The Union will request the FMCS to submit an arbitration panel of seven (7) names to each party. The Union and the Company shall alternately strike one name from such list (the Company and Union shall alternate which party shall make the first strike, Company to make initial strike) until only one name remains and that person shall be the arbitrator. The Parties will notify the Arbitrator of their selection and will coordinate schedules between the Company, Arbitrator and Union. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

Section 2. The Arbitrator shall only have the authority to settle disputes arising under this Agreement concerning the interpretation and application of specific articles and sections allegedly violated involving the facts and circumstances of the particular grievance presented. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator shall be bound by and rely exclusively upon the evidence admitted at the hearing and this Agreement.

Section 3. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs (unless otherwise mutually agreed). The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party. The decision of the Arbitrator shall be final and binding on all parties.

Section 4. The cost of the arbitration assessed by the FMCS and the fees of the Arbitrator shall be paid by the losing party. In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, the costs of the Arbitrator shall be shared equally by the parties (unless otherwise mutually agreed in writing). No more than one (1) grievance at a time shall be submitted to the same Arbitrator, unless otherwise mutually agreed in writing.

Section 5. At every step or stage of this Article, time shall be of the essence. Failure of an employee or the Union to meet any deadline at any step of the grievance or arbitration procedure shall constitute a waiver of the grievance and/or right to proceed to arbitration and no further action may be taken on it. Failure of the Company to meet any deadline shall permit the Union to promptly elevate the Grievance to the next step of this procedure. Although time shall always be of the essence, the time limits set forth in this

Article can be extended by mutual written agreement between the Company and Union. Requests for extensions shall not be unreasonably denied.

Section 6. A Grievance concerning the application or interpretation of this Agreement initiated by the Company shall be filed in writing, with the Business Representative within ten (10) working days after a dispute arises. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the section of this Agreement alleged to have been violated and the action, remedy or adjustment sought. The Union's Business Representative shall formally discuss the grievance with Labor Relations Director in person or by telephone conference, within ten (10) workdays. If the Union and the Company are unable to resolve the grievance, the Business Representative, or his designee, shall submit a written response to the Labor Relations Director within ten (10) workdays. The Company may thereafter submit the grievance to arbitration within thirty (30) calendar days after receipt of the Union's response. Such a demand for arbitration will be served on the FMCS and the Union and will specify the alleged violation of the Agreement.

ARTICLE 13. HOURS OF WORK AND OVERTIME

Section 1. Workday: A normal work day consists of consecutive hours of work, as specified in section 2, exclusive of a meal period of a minimum of thirty (30) minutes.

Section 2. Workweek: The workweek for payroll purposes is the period from Saturday at 0001 until the following Friday at 2359.

Section 3. Work Schedules: In general, regular work schedules are five (5) days of work per work week (8 hours per day), and management may, at its discretion with prior notice to the Union, implement a schedule of four (4) days of work per workweek (10 hours per day) if deemed necessary or desirable.

- a) **Check Defense:** The work schedule for Check Defense shall be driven by the Government's rotational requirements, with days off being consecutive, whenever possible. The non-rotational schedule for any additional support requirements, based on the needs of the Government, shall be four (4) days of work per workweek (10 hours per day).
- b) **Senspex:** The normal work schedules for Senspex when not in rotation shall be five (5) days of work per workweek (8 hours per day), usually with two (2) consecutive days off in the workweek. During rotation the work schedule shall be driven by the customer's rotational requirements, but will have two (2) consecutive days off, whenever possible.
- c) **Raytheon:** The normal work schedule for Raytheon, shall be five (5) working days, with two (2) consecutive days off in a workweek or four (4) days of work per workweek (10 hours per day), with three (3) consecutive days off.
- d) **AST and Valiant:** The normal work schedule for AST and Valiant, when not in rotation shall be five (5) working days, with two (2) consecutive days off in a

workweek. During rotation, the work schedule normally consists of six (6) working days in a workweek.

The Company and the Union acknowledge that hours of work and schedules may vary in order to support Contract mission requirements and nothing in this Article shall be construed as a guarantee of any particular work schedule or specific number of work hours per day or per week.

Section 3. Meal and Rest Periods:

All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day.

In the event any employee is required to work beyond their normal work schedule the affected employee will receive an additional paid fifteen (15) minute rest period prior to commencing additional work and during each two (2) hour period of additional work. The Company shall follow all state and federal laws.

Meal periods shall begin not earlier than four (4) hours after the start of each shift, and not later than five (5) hours after the start of each shift. An employee who is required to work overtime will be allowed a one-half (½) hour lunch break after four (4) hours of overtime worked in a day. If the employer requests the employee to work through a meal period, the employee shall be paid for the time worked in accordance with California state law. An employee may request an extended lunch break of up to one (1) hour by notifying his management the day prior.

Section 4. Shifts will be defined by their start times as follows:

First Shift: Beginning at or after 0400 but before 1159

Second Shift: Beginning at or after 1200 but before 1959

Third Shift: Beginning at or after 2000 but before 0359

Shift Premium: Employees covered by this agreement assigned to the second shift shall receive a shift differential of \$0.75 per hour for all hours worked. Employees covered by this agreement assigned to the third shift shall receive a shift differential of \$1.00 per hour for all hours worked.

Customer driven short notice shift or schedule changes:

- a) **AST, Raytheon, Senspex (Realtime & INN), or Valiant:** When an employee's shift assignment is changed from one shift to another all affected employees will be notified in writing at least seven (7) days in advance of the starting time of the new shift to which they are assigned. Should an employee be required to work the new shift prior to the seven (7) days of notification, they will receive overtime at the rate of one-and-one half (1.5) times their working rate for all hours worked until seven (7) days notice is achieved.

- b) **Senspex (FVT):** When employees are changed from one shift to another all affected employees will be notified no later than 1700 the day before the start of the new shift. Should an employee be assigned after 1700 the day prior to the start of the new shift, they will be paid an additional \$2.50 per hour on their working rate for the entire shift.

- c) **Check Defense:** When the Company changes an employee's start time by more than one hour, the change shall be posted in writing and the affected employee(s) shall be notified at least twenty-four (24) hours in advance. If proper written notice as described above is not provided, the employee shall receive an additional \$2.50 per hour on their working rate for the entire shift. However, if it becomes necessary to immediately change an employee to a new start time due to operating conditions that hinder contract compliance, or to cover for an employee out due to illness or injury, he shall be given as much notice as practicable, and in such cases the additional compensation of \$2.50 per hour shall not apply.

Section 5. Reporting Time:

8 hour Shift: An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall receive pay not less than four (4) hours pay at his working rate. If more than four (4) hours are worked, the employee shall receive pay for actual hours worked.

10 hour Shift: An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall receive pay not less than five (5) hours pay at his working rate. If more than five (5) hours are worked, the employee shall receive pay for actual hours worked.

Section 6. Overtime: When overtime will not be required for all employees, the Company will offer overtime to the qualified employees on the affected shift, on a voluntary basis. When there are more qualified volunteers than needed the Company will assign the overtime by seniority; provided that work in progress resulting in overtime will not be reassigned to a more senior employee because overtime is involved. Nor shall employees have any right to move from one assignment or shop to another for overtime purposes. The Company has the right to require employees to perform mandatory overtime in events that would hinder contract compliance.

An employee who has not completed his/her probationary period, will not be assigned any overtime, unless all qualified senior employees on the affected shift have had an opportunity to work the overtime, and it is determined by the Supervisor that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate for hours worked:

- a) In excess of forty (40) hours in a workweek,

- b) In excess of ten (10) in a day on a 4x10 work schedule,
- c) In excess of eight (8) in a day on a 5x8 work schedule,
- d) For the first ten (10) hours worked on the fifth (5th) or sixth (6th) consecutive day worked in a workweek on a 4x10 work schedule
- e) For the first eight (8) hours worked on the sixth (6th) consecutive day worked in a workweek on a 5x8 work schedule

Overtime shall be paid at double (2) times the employee's regular rate of pay for hours worked:

- a) In excess of twelve (12) in a day,
- b) In excess of ten (10) hours worked on the fifth (5th) or sixth (6th) consecutive day worked in a workweek on a 4x10 work schedule,
- c) For all hours worked on the seventh (7th) consecutive day worked in a workweek.

Only hours actually worked shall count towards the computation of overtime. Any employee who has worked overtime at any time in the workweek shall not be given time off later in the week for the sole purpose of offsetting the overtime hours previously worked.

Cancellation of Overtime: The Company shall notify affected employees as soon as the facts are known to the Company of the cancellation of overtime, but not less than four (4) hours before the end of the shift prior to the scheduled overtime, or pay the scheduled overtime in lieu thereof.

Section 7. There shall be no pyramiding of overtime. Nothing in this Agreement shall be construed as requiring the payment of overtime on overtime, or the compounding of overtime as a result of computing hours in accordance with this Article.

Section 8. Base or Worksite Closure: If the Government notifies the Site Supervisor that access to the work site is barred to "non-essential personnel" due to severe weather, natural disaster, or base/worksite closure for any reason, the employees will be paid for their regular scheduled workday not to exceed eight (8) or ten (10) hours when approved by the customer. If this occurs during working hours all non-essential employees will be sent home. Employees must verify management concurrence by calling the Site Supervisor. The Site Supervisor will notify employees scheduled to work on the day of the base/worksite closure not to report to the worksite. This Section shall require only that, in the event that access is barred to "non-essential personnel" due to severe weather, natural disaster, or base/worksite closure for any reason, the Company's obligation shall be limited to a single payment to each employee affected by the event of up to eight (8) or ten (10) hours of straight-time pay for each discrete event requiring that "non-essential personnel" be barred from the worksite.

ARTICLE 14. WORK BY NON-BARGAINING UNIT PERSONNEL

Section 1. 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.

Section 2. The Company and the Union recognize that “Testing” (e.g. RCS testing) is considered traditional “all hands on deck” Contract work that may be performed by any Contract personnel as required.

Section 3. Valiant. Team Leads. The Company employs Team leads to act as managerial employees and they may perform the work of, or work with, bargaining unit employees, provided such work does not result in the layoff or reduction of hours of bargaining unit employees. When a Team Lead performs bargaining unit work will it shall not be for a period longer than 49% of a shift.

Section 4. Valiant. Part Time on Call (PTOC) Employees. The Company shall retain the right to determine the number of employees necessary to accomplish the work under its subcontract at Fort Irwin (Contract W900KK-18-C00037). Service contract work on this subcontract will be performed by bargaining unit personnel, PTOC employees, and Team Leads. PTOC employees working as “Surge” on a separate task order will not displace full time bargaining employees.

ARTICLE 15. HOLIDAYS

Section 1. Holiday pay is eight (8) hours pay, payable at the employee’s applicable base hourly rate of pay. The following ten (10) holidays will be observed each calendar year:

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

Section 2. Deferred holidays shall be taken during one of the two “Max” leave periods scheduled by the Company or at another date mutually agreed to by the employee and their supervisor. Holidays may not be carried over from one year to the next.

Section 3. The holiday schedule will be posted annually by the Company and any changes will be relayed to the employees.

Section 4. When the operational schedule permits, at the discretion of the Company, the Company will give the employees the opportunity to work the weekend prior to “Max leave”. Opportunities shall not be unreasonably denied

Section 5. Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed at Fort Irwin will be observed in addition to the above, provided the Company is reimbursed by the Government for the holiday.

Section 6. Work Performed During Leave Periods: In the event that the Company requires employees to work during any of the two (2) Max Leave periods, the affected employees shall be notified in writing. Work to be performed during Max Leave shall be offered by seniority to the affected employees, if there are not enough volunteers to work during Max Leave, the Company will assign the work to qualified employees, within the affected shop, on the basis of reverse seniority.

ARTICLE 16. VACATION AND SICK LEAVE

Section 1. Each employee shall be entitled to accrue vacation in accordance with the below table:

Years of Service	Annual Amount
Completion of 1 st year (lump sum)	
Hire date thru 4 th year (accrual)	80 hours
Commencement of 5 th year	120 hours
Commencement of 10 th year	160 hours
Commencement of 15 th year	184 hours

Vacation amounts for Raytheon employees will be deposited into each individuals account on their anniversary date. AST, Senspex, Valiant and Check Defense employees will accrue vacation on a weekly basis, for each week the employee is on the active payroll.

Section 2. Employees are requested to make their written vacation request as far in advance as reasonable. It is understood and agreed that final approval of vacation requests rests exclusively with the Company and an employee’s request will not be unreasonably denied.

Section 4. Employees may roll over or sell back vacation according to Company policy.

Section 5. Employees will be paid out the balance of any vacation time earned upon termination of employment, or being laid off.

Section 6. Sick leave: All employees will receive fifty-six (56) hours of sick leave. A maximum of fifty-six (56) hours of sick leave may be carried over from year to year.

Raytheon, Valiant, and Senspex employees shall receive their annual sick leave allotment on August 1st of each year or on date of hire. If not used, sick leave shall not be paid out at termination of employment for any reason.

AST and Check Defense employees shall accrue their annual sick leave allotment on a weekly basis. If not used, sick leave shall not be paid out at termination of employment for any reason.

Section 7. Sick Leave may be taken in accordance with the state and federal law. If state or federal laws increase sick leave beyond fifty-six hours (56) hours per year, employees covered by this agreement shall be entitled to receive the amount prescribed by such law.

Section 8. Vacation and sick leave may be taken in accordance with Company timekeeping policies. Raytheon employees can take vacation and sick leave in .1 of an hour (6 minutes) increments. AST employees can take vacation and sick leave in .5 of an hour (30 minutes) increments. Senspex, Check Defense and Valiant employees can take vacation and sick leave in .25 of an hour (15 minutes) increments.

ARTICLE 17. JURY DUTY

An employee required to be absent from his/her employment to serve on a jury shall be paid his/her working rate of pay for all regular scheduled straight time hours for each day of jury service to a maximum of five (5) days or in accordance with state law (if greater). Such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty.

An employee who is subpoenaed to court as a witness, at the request of the Company shall be eligible to receive jury duty pay under the same conditions as outlined in this Article.

ARTICLE 18. BEREAVEMENT

Employees shall receive three (3) paid days of bereavement leave when a death occurs in their immediate family. Immediate family is defined as parent, grandparent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, stepparent, step-children, brother-in-law, sister-in-law and domestic partner, and foster children.

The Company may require reasonable proof of death under this Article. If the funeral is more than four hundred (400) miles from the employee's address of record with the Company, the employee shall be granted two (2) additional days off with pay to attend the funeral.

ARTICLE 19. LEAVE OF ABSENCE / ATTENDANCE

Section 1. Seniority shall continue to accumulate during the approved leaves of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension in writing of such leave prior to expiration if additional time is required. All such extensions must have prior

Company approval. The Steward will be notified when extensions are submitted and granted/denied.

When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority. When an employee fails to return to work within seven (7) calendar days after the expiration of a leave of absence, the employee shall be deemed to have voluntarily resigned unless the employee can establish to the reasonable satisfaction of the Company that the employee was medically unable to return to active employment.

Section 2. Leave Without Pay (LWOP): LWOP may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall not exceed more than thirty (30) calendar days. Requests for LWOP must be made in writing and must receive approval by the Company. A maximum of two (2) extensions may be approved by the Company.

Section 3. Medical Leave: Job-protected leave for personal illness shall be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Failure to provide requested supporting documentation shall result in the leave request being denied. Leaves of absence for personal health reasons will not exceed twelve (12) months. Employees must use any earned but unused time off concurrently with any medical leave.

Health, Dental, Vision, and Life and Disability insurance, if elected, in addition to any optional benefits elected by the employee, will continue for the duration of the leave of absence as described above as long as the employee continues to pay his/her portion of the premiums at least ten (10) days prior to the next month's insurance coverage.

The granting or disallowance of personal/medical leaves of absence for employees within the probationary period will be at the discretion of the Company.

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA): When required by the FMLA or CFRA, leaves of absence will be granted in accordance with those statutes. When FMLA or CFRA applies, the Company shall require the employee to use accrued vacation hours down to forty (40) hours.

Section 4. Return to Work: An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician. Should the Company question the employee's capability to perform the essential functions of the job, the Company may have the employee examined by another physician prior to returning the employee to work.

While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a biweekly basis, except in those cases where the employee's physician has provided an expected date of return.

An employee may be returned to duty provided the Company is able to reasonably accommodate said restrictions.

Section 5. Union Leave: Leaves of absence without pay or benefits for Union business will be granted to Bargaining Unit employees of the Company who are elected or appointed by the Union for a full-time position or, to attend such functions as conferences, conventions, and Union educational courses, provided at least five (5) workdays advance noticed is given in writing to the Company, if possible to do so. However, not more than one (1) employee from each department may be on a short-term leave of absence with the Union at any given time and only one (1) employee may be on a long-term leave of absence with the Union at any given time. Employees on such leave shall continue to accrue seniority.

The Company shall grant long-term Union leave for a period not to exceed thirty (30) calendar days provided at least one (1) month advance noticed is given in writing to the Company. When leave is granted, the employee may return to the job last held, if such job is then populated. If such job is not then populated, the employee will be returned to one of equal grade.

Section 6. Workers' Compensation: Leaves of absence without pay in workers' compensation injury and occupational disease cases will be granted automatically for up to twelve (12) months from the date of injury or disease and seniority will accumulate for the full period of such leave.

Section 7. Military Leave: An employee who has completed his/her probationary period, who is called to and performs short-term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight-time hourly rate of pay for a period of up to thirty (30) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short-term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days, or those called to active duty, shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The Parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

Section 8. Absence from Work: Employees shall not be absent from work without notifying the Company's Site Supervisor or designated Company representative at least one (1) hour prior to the start of their shift, except in extenuating circumstances.

ARTICLE 20. WAGES AND JOB CLASSIFICATIONS

Section 1. The following hourly rates of pay shall prevail during the term of this Agreement and shall become effective the first full pay period on or following the dates in the table.

				Year 1	Year 2	Year 3	Year 4
				8/1/2019	8/1/2020	8/1/2021	8/1/2022
Classification	Company	Current	New Rate 8/1/19	2.75%	2.75%	3.00%	3.00%
Service Order Dispatcher	Raytheon	\$20.91		\$21.49	\$22.08	\$22.74	\$23.42
Supply Technician	Raytheon	\$31.57		\$32.44	\$33.33	\$34.33	\$35.36
Administrative Support Specialist	Raytheon		\$31.57	\$32.44	\$33.33	\$34.33	\$35.36
Computer Operations Specialist IV	AST	\$29.95		\$30.77	\$31.62	\$32.57	\$33.55
Sanitation Specialist	AST	\$16.35	\$18.00		\$18.50	\$19.05	\$19.62
Heavy Equipment Operator	AST	\$29.41	\$33.79		\$34.72	\$35.76	\$36.83
Firemarker I	Check Defense	\$29.66	\$34.46		\$35.41	\$36.47	\$37.56
Firemarker II	Check Defense	\$31.93	\$37.09		\$38.11	\$39.25	\$40.43
Firemarker III	Check Defense	\$33.62	\$39.09		\$40.16	\$41.37	\$42.61
Elect. Tech Maint I	Check Defense	\$29.66		\$30.48	\$31.31	\$32.25	\$33.22
Elect. Tech Maint II	Check Defense	\$31.93		\$32.81	\$33.71	\$34.72	\$35.76
Elect. Tech Maint III	Check Defense	\$33.62		\$34.54	\$35.49	\$36.56	\$37.66
Audio Visual Specialist I	Senspex Inc	\$20.60		\$21.17	\$21.75	\$22.40	\$23.07
Audio Visual Specialist II	Senspex Inc	\$26.74		\$27.48	\$28.23	\$29.08	\$29.95
Electronics Technician Maintenance II	Senspex Inc	\$30.85	\$31.93	\$32.81	\$33.71	\$34.72	\$35.76
TAF Specialist	Valiant	\$28.11	\$29.95	\$30.77	\$31.62	\$32.57	\$33.55

Section 3. A lump sum wage payment of \$1,000 will be paid to each full-time employee on the active payroll as of August 1, 2019 provided that the collective bargaining agreement is ratified no later than May 29, 2019.

Section 4. Leads: The Company shall have the right to assign Bargaining Unit employees to serve as Lead workers. Lead workers shall be paid an additional \$2.00 per hour for all hours worked.

Section 5. Differential Premiums

Senspex Live Fire Hazard Differential: In those cases where an employee is required to perform duties in a live fire area, during a live fire mission, the employee shall receive an additional \$1.75 per hour for all hours worked while in a live fire area during a live fire mission.

ARTICLE 21. HEALTH AND WELFARE

Section 1. Employees may choose from various health and welfare plans that are offered by the Company. The Company's benefit programs may be changed, modified or discontinued at the sole discretion of the Company, as long as the same amendments or modifications apply to non-represented Company employees on the Contract.

The cost of the plans will be offset by a health and welfare benefit paid to the bargaining unit member employees. Any unused monies will remain with the employee. Effective on the date identified below, the Company will provide each employee a Health & Welfare benefit for hours paid, in the amount below:

August 1, 2019: \$6.00
August 1, 2020: \$6.25
August 1, 2021: \$6.50
August 1, 2022: \$6.75

Section 2. Opt-out option: Employees may elect to waive any of the health and welfare plans, and receive the cash in lieu of the benefits. The cash in lieu of the benefits will be a taxable payment, paid on a biweekly basis.

Employees who elect to waive medical coverage, but otherwise participate in the Company's fringe benefit program may enroll in dental and/or vision coverage and any unused monies will remain with the employee. Details and contribution rates will be published in the Company's annual open enrollment memos.

Section 3. Life and AD&D Insurance: Shall continue to be offered in accordance with Company policy.

ARTICLE 22. 401K

Section 1. At the effective date of this agreement, all employees covered under this agreement shall be eligible to participate in the company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.

Employees at AST who elect to receive in-kind benefits, the Company will match 50% of the employee's wage deferrals for the year, up to 6% of the employees' pre-tax wages.

ARTICLE 23. NO STRIKES OR LOCKOUTS

It is expressly understood and agreed that the Company's business is directly related to the important and vital work of the United States Government and that the Company must furnish efficient and uninterrupted service to the Government.

During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, shall not directly or indirectly, engage in, authorize or threaten any strike, sit down, sit-in, boycott, walkout, sick out, slow-down, sympathy strike, refusal to cross a picket line, concerted failure to report for duty, concerted absence of employees from their positions, concerted absence in whole or in part by any group, or picketing of any kind, including, but not limited to, any residence housing any management employee, supervisor, board member, or employee of the Company, or in any other way interfere with or interrupt the Company's operations for any reason. An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline, for just cause, up to and including discharge. Said conduct, if proven by clear and convincing evidence, shall constitute just cause for discharge. For purposes of this Agreement, "clear and convincing evidence" means the arbitrator must be persuaded that it is highly probable the employee violated this Article.

The Company shall not lock out employees during the term of the Agreement.

ARTICLE 24. EFFECT OF LAW

Section 1. Should any provision of this Agreement become unlawful or invalid due to conflict with applicable federal or state law, the parties shall promptly meet to discuss

possible modifications to the affected provision(s) to comply with applicable 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. ENTIRE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the Company and the Union arrived at as the result of collective bargaining negotiations. All prior and contemporaneous verbal or written agreements or understandings between the Company and the Union or the employees shall terminate upon execution of this Agreement.

Section 2. The Company and the Union acknowledge that during the negotiations that resulted in this Agreement, each had the right and opportunity to make demands with respect to any and all lawful subjects of bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, for the life of this Agreement, the Company and the Union relinquish the right to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, unless there is a legal obligation for the parties to bargain. The intent of this section is not to discourage dialogue between the Company and Union, and in order to promote harmonious relations, the parties commit to discuss concerns regarding this Agreement as they arise. The purpose of this section is to preclude either the Union or the Company from exposure to a bargaining obligation unless required by applicable law.

Section 2. No amendment or modification of this Agreement shall be valid unless it is agreed to by authorized representatives of the Company and the Union, reduced to writing, and ratified by the applicable bargaining unit.

ARTICLE 26. SCOPE OF AGREEMENT

Section 1. Should the customer require the Company to relocate, and said relocation result in work or services presently performed under this Agreement being transferred, the Company agrees to consult with the Union and offer employees who are adversely affected job opportunities that may be available at the new facility(ies) whenever possible.

Section 2. In accordance with applicable law, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the Contract at Ft Irwin, the Company shall be released from all obligations under this Agreement.

Section 3. In the event that a successor contractor is announced by the customer, the Company shall notify the Union of such change and include contact information for the successor if known.

ARTICLE 27. GOVERNMENT SECURITY

Section 1. The parties hereto jointly recognize that the Company is a contractor to the U.S. Department of the Army, Fort Irwin, and must comply with the security requirements and directives of its Contracting Officer. Should the Contracting Officer and/or any other authorized representative of the U.S. Government direct that any employee(s) be removed from any or all work on the Contract, the Company shall provide written notice of removal, including the reason and supporting documentation, if any exists, to the

affected employee and to the Union; and the Company's compliance with these directives shall not be subject to the grievance procedure. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the government to have the information.

It is further understood that a security clearance is required in order to perform such work in the job classifications covered by the respective Bargaining Units and that such clearance requirements shall be a condition of continued employment with the Company. These employees shall be subject to the investigation for security clearance under regulations prescribed by the Department of Defense and any denial or withdrawal of such clearance shall be grounds for termination of employment that are not subject to the grievance procedure.

Section 2. The Company will reinstate (with seniority intact) a non-probationary employee who loses his/her security clearance or unescorted entry authorization, where security clearance or such unescorted entry authorization is reinstated by the U.S. Government within twenty-four (24) months. Such employee shall be solely responsible for initiating and fulfilling all actions associated with the appeal process to have security clearance or unescorted entry authorization reinstated per guidance and direction provided by the Government. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held job classification provided a vacancy exists. If a vacancy does not exist in the employee's previously held classification, he may in the Company's discretion be reinstated into any lower classification where a vacancy exists and the employee is qualified to perform the required job duties without training.

Section 3. It is expressly understood by the Union that any and all work performed by the Company and its employees at the worksite that is the subject of this Agreement is governed by the McNamara-O'Hara Service Contract Act of 1965, 41 U.S.C. 351 et seq. The Union acknowledges that the Company's obligations to the U.S Government are further provided in the Contract.

Section 4. The Company and the Union recognize that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands and/or obligations or comply with such rules and regulations as may be promulgated or imposed by the Government. The Company and the Union shall meet and confer regarding compliance with such demands and/or obligations.

ARTICLE 28. NON-DISCRIMINATION

Section 1. The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, color, religion, creed, national origin, disability, veteran status, age, gender identity/expression, sexual orientation, or preference, citizenship status or medical condition.

Section 2. The use of personal pronouns of masculine gender is for grammatical purposes only, and the terms of the Agreement shall apply equally to persons of either sex.

ARTICLE 29. SAFETY AND EQUIPMENT

Section 1. It is the intent of the Company to maintain safe and healthy conditions as is necessary to protect employees from injury, in accordance with state and federal laws.

Section 2. The Company shall provide OSHA-compliant safety gear as required for use in performing work. Protective footwear must meet applicable ANSI standards and be worn by the employee at work at all times as required. Employees covered by this Agreement, required to wear protective footwear, shall be provided protective footwear as needed. The cost of such footwear shall not exceed \$150.00 per pair.

Section 3. The Company and or Customer shall furnish all special tools and equipment necessary for the performance of work (e.g. GPS, NVGs, headsets, communication devices, Kevlar, flak jacket, etc.)

Section 4. Personal Protective Equipment (PPE): The Company shall provide the Firemarkers and Sanitation Specialists an annual allowance of \$200.00 for the use at a Company provided vendor for the purchase of PPE clothing to protect from job hazards.

ARTICLE 30. DRUG-FREE WORKPLACE

Section 1. The Parties are jointly committed to providing employees with a drug-free and alcohol-free workplace, in order to advance employee health and safety, promote a productive workplace, and protect the reputation of the Company, the Union and the employees.

Section 2. Consistent with these goals, the parties agree that all employees shall comply with the Company's drug and alcohol policies and rules. The Company may offer second chance agreements on a case by case basis, depending on the severity of the offense.

ARTICLE 31. TRAINING

As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of receiving direct training in the operation and/or maintenance and/or equipment involved.

The Company will determine the need and the number of employees to be trained and will arrange such direct training as appropriate, by seniority, subject to customer funding. The

Company will ensure that employees receive training to perform their assigned duties as determined by the U.S. Army (e.g. NVG, CDL, forklift, MAXIMO, soldering, software, etc.), if required.

ARTICLE 32. BULLETIN BOARDS

The Company will provide Union bulletin boards (or part of a bulletin board) parallel to Company bulletin boards for the Union to post official business of the Union. Legitimate Union notices are defined as:

- a) Meeting notices
- b) Official Union communications
- c) Notices of Union appointments
- d) Union social events

ARTICLE 33. GENERAL PROVISIONS

Section 1. The Company agrees that it will not discriminate against any employee because of his membership in the Union.

Section 2. Employees may wear approved IAMAW Union logos on their clothes provided it complies with safety rules and does not obstruct or obscure Company or other logos intended to identify the employee as part of the Contract

Section 3. The Union will be given notice of new or amended rules or policies and given an opportunity to meet and confer concerning said rules or policies.

Section 4. Tuition Reimbursement. Shall be in accordance with applicable Company policy.

Section 5. Bargaining unit employees on TDY assignment will be covered under the current Collective Bargaining Agreement as if working at Ft Irwin, CA. Employees on TDY assignment will be paid in accordance with the Government Joint Travel Regulation (JTR). Travel receipts are required to ensure compliance with reimbursement procedures. Reimbursements will be paid on the following pay period after timely submission of properly executed expense reports and receipts.

ARTICLE 34. JOINT LABOR/MANAGEMENT COMMITTEE

The parties agree that it is in their mutual interest to establish a Joint Labor/Management Committee to encourage on-going dialogue. The dialogue may focus on, but not be limited to, such areas as: Contract compliance, communications, training needs, scheduling safety, and projections regarding future work-related matters. The parties agree to meet during non-training periods and further agree that this committee shall be comprised of representatives of the Management teams, the Leads, and Stewards.

ARTICLE 35. DURATION

Upon ratification, this Agreement will be in full force and effect June 1, 2019, to and including October 31, 2022 and will continue from year to year thereafter unless written notice of desire to negotiated changes or revisions or terminate this Agreement is served by either party shall, no more than ninety (90) days and at least sixty (60) days prior to anniversary date hereof, notify the other party of a desire to negotiate the current contract.

No agreement, wavier, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 31st day of May 2019.

Signatures of the Parties:

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives

For the Company:



Kelly Schenkeberger
Raytheon, Sr. Manager Labor Relations



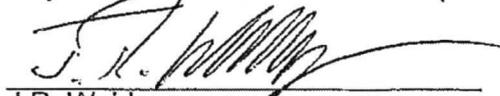
Joseph Moore
NTC Raytheon Program Manager



Wilson Castellanos
Raytheon, Sr. Manager Labor Relations



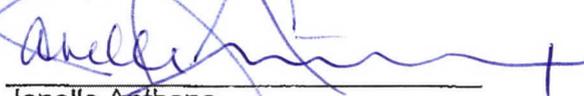
Kerry Bollman
Raytheon Sr. Labor Relations Rep.



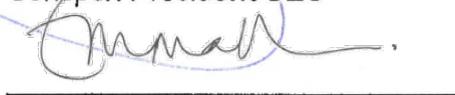
J.R. Webley
AST Executive Vice President



Josh Koscheck
Check Defense, LLC CEO



Janelle Anthonie
Senspex President/CEO

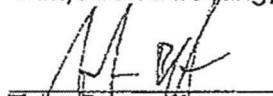


Emma Sharma
Valiant Chief Administrative Office

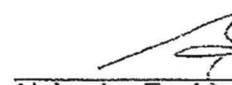
For the Union:



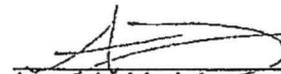
Richard Dees
IAM, Area Director, Business Rep.



Tyler Burgraff
IAM, Business Rep.



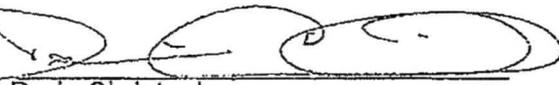
Alejandro Encizo
IAM, Negotiator



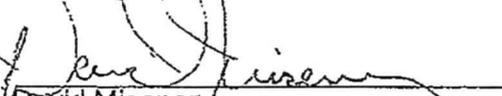
Amanda M. Johnson
IAM, Negotiator



Christopher Cunningham
IAM, Negotiator



Darin Christopher
IAM, Negotiator



David Misener
IAM, Negotiator



Kathryn Cockrell
IAM, Negotiator



Tim Bechter
IAM, Negotiator