Crew Training International, Inc., BGI, LLC and A2M, LLC

and

Nellis Education Contractor's Association

57TH Wing
Contract Aircrew Training
and
Courseware Development

Collective Bargaining Agreement

Effective:

1 August 2016 through 31 July 2019

USAF Weapons School
Contract Aircrew Training and Courseware Development
Collective Bargaining Agreement

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AGREEMENT

This Agreement is made and entered into this June 6, 2016 by and between Crew Training International, Inc., BGI LLC, and A2M LLC (hereinafter referred to as Company) and the Nellis Education Contractor's Association (NECA) (hereinafter referred to as the Association).

PREAMBLE

The Parties have entered into this Agreement for the purpose of setting forth, in writing, the understandings they have reached with respect to wages, hours, and working conditions of the Employees covered hereby, as well as to the rights of the Association and the Company, and to provide a peaceful means for the settlement of any disputes that may arise with respect to the interpretation or application of their understandings and agreements as set forth herein. Furthermore, the Parties recognize that full authority for day-to-day site operations for this contract rests with the designated/referenced Site Manager or designee.

ARTICLE 1
RECOGNITION

Section 1.1 – Recognition and Bargaining Unit. The Company hereby recognizes NECA as the sole and exclusive bargaining representative of employees performing work at Nellis AFB, NV under contract number FA4890-13-C-0004 or its successor contract, excluding all exempt employees and Managers, with respect to wages, hours of work and other conditions, though not included herein, but expressly provided by law, of employment of employees in the bargaining unit as herein defined.

Section 1.2 – Association Rights. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by the Association against the Company.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 – Responsibilities of Company. The management of the Company and the direction of the work force are vested exclusively in the Company subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement are reserved to the Company, and may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company does have the right to subcontract work and designate the work to be performed by the Company and the places where it is to be performed and to suspend or cease operations, which right shall not be subject to arbitration.

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including its

right to establish or continue policies, practices and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change, or combine work schedules and work assignments; to determine the number of employees necessary to accomplish the work called for; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.

Section 2.2 – Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company except those specifically modified, delegated or granted by this Agreement.

Section 2.3. Supervisor Rights. Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the work place, including but not limited to, the employee's job performance.

ARTICLE 3
ASSOCIATION ACCESS TO OPERATIONS

Section 3.1 – Association Notification Requirements. Subject to compliance with applicable Nellis AFB and Government regulations, Association Representative shall have access to the Company work sites during working hours for the purpose of conducting legitimate Association business pertaining to this Agreement including, but not limited to, the investigation and advising in the handling of grievances, and the Company will not impose regulations which will render the intent of this provision ineffective. Such visits will not interfere with work being performed. The necessary Company badges and credentials will be available to the Association Representative during working hours. The Association shall keep the Company informed in writing of the name of the accredited Association Representative. Prior to a visit, the Association's Representative shall notify the Site Manager, or designee, of the arrival and departure times at the Company's operations.

Section 3.2 - Association Rights. Solicitation of Association membership, collection or checking of dues will not be permitted during working hours without expressed permission of the Site Manager or his/her designee. The Company agrees not to discriminate in any way against any employee for filing of complaints or grievances or for Association activity. Any employee engaged in unsanctioned Association activity during working time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Company and the Association, is subject to disciplinary action.

ARTICLE 4
ASSIGNMENT OF ASSOCIATION REPRESENTATIVES

Section 4.1 – Association Representative Assignment. The Association may assign one (1) Association Representative and one (1) alternate from the site to represent bargaining unit

employees. The alternate Association Representative shall only act in the absence of the Association Representative. The Association shall notify the company in writing on Association letterhead of the individuals so selected in this capacity.

Section 4.2 – Association Activities. It is agreed that Association Representatives have full-time job duties to perform as employees and that they shall keep time spent in handling NECA activities/grievances to a minimum.

Section 4.3 – Company Notification. An Association Representative shall notify and obtain permission from his/her Site Manager or designee before leaving his/her work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or NECA.

Section 4.4 – Association Representative Rights. An employee while serving as Association Representative shall not be surplused, transferred or loaned from his/her job classification so long as other fully qualified employees remain in his/her job classification.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 5.1- Grievance Settlement. When an employee or the Association collectively, has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided. Any grievance that either (a) is not appealed, or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Association and its' members.

Section 5.2 – Definition and Procedure. For purposes of this Agreement, a grievance is defined as a dispute between the Company and NECA or between the Company and any employee covered hereby, with respect to interpretation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with the following procedure:

Step 1. An employee believing he/she has cause for a grievance may, at his/her option, discuss the issue directly with the Site Manager in an attempt to settle the grievance or may take it up with the Association Representative who shall discuss the issue with the Site Manager. Both parties recognize the desirability of settling problems promptly through full discussion. Every effort will be made to resolve differences at the oral stage of the procedure.

Step 2. If the issue is not resolved orally, the grievance shall be submitted in writing to the Site Manager within five (5) working days of the occurrence giving rise to the grievance on a form provided by the Company or the grievance shall be forever time barred. The Site Manager shall answer the written grievance in writing within ten (10) working days.

The written grievance shall contain the following information:

1. Name(s) of the employee(s) involved;
2. Approximate date of alleged grievance;

3. Date of first discussion of the grievance with the immediate Supervisor;

4. Nature of the grievance;

5. Current date;

6. Article/Section of Agreement violated;

7. Requested remedy.

Step 3. Within five (5) working days of the Site Manager's answer, the Association Representative may appeal the grievance in writing to a Corporate Manager/Officer or the grievance shall be forever barred. The Corporate Manager shall discuss the grievance with the Representative within ten (10) working days after he/she receives it and shall provide a written answer within five (5) working days of that discussion.

Section 5.3 –Arbitration Request. If it is desired to appeal the grievance decision in Step 3 above, the Association Representative may appeal the grievance to arbitration by making a written request for such action within not more than ten (10) working days, unless mutually extended, following the written answer of the Corporate Manager. If said request for arbitration is not served within the ten (10) working days, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

Section 5,4 –Arbitrator's Authority, Decision and Fees . In the event the Association requests arbitration of a grievance, the Association Representative shall meet with a representative selected by the Company within seven (7) days of receipt of the above request and agree on an arbitrator. The arbitrator's authority shall be limited to disposition of the grievance arising under this Agreement, and he/she may only interpret and apply the provisions of this Agreement 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. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based. The decision of the arbitrator shall be final and binding on all parties. The expense and fees of the Arbitrator shall be borne equally by both parties. Each party shall otherwise pay its own costs and expenses.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1 - Strikes. The Association agrees that during the terms of this Agreement and regardless of whether an unfair labor practice is alleged (a) there will be no strike, slow-down, sit-down, or walk-out and (b) the Association will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location or normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause shall be subject to disciplinary action.

Section 6.2 - Lockouts. The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

Section 6.3- Violations. Any claim by either party of a violation of this Article 6 shall not be subject to the grievance procedure or arbitration provisions of this Agreement and the party shall have the right to submit such claim to the courts.

ARTICLE 7
BULLETIN BOARD

Section 7.1. Bulletin Board. The Company agrees to provide bulletin board space in the working area for the purpose of posting legitimate Association notices. This bulletin board may be used by the Association for the purpose of conveying official information from the Association to employees. The Association shall be the sole user of the bulletin boards and only documents that constitute official Association business will be posted. All documents placed on the bulletin board must be approved by the Site Manager.

ARTICLE 8
DUES CHECKOFF

Section 8.1 – Deductions. Upon receipt of a signed authorization card , the Company shall deduct from the employee's pay dues payable by him/her to the Association during the period provided for in said authorization.

(a) Collection of any back dues owed at the time of starting deductions for any employee and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Employee and will not be the subject of payroll deductions.

(b) Deduction of membership dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

Section 8.2 – Payment of Dues to the Association. The sums deducted as stated above shall be forwarded to the Association no later than the end of the month in which the deductions are made.

Section 8.3 - Indemnification. The Association 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 9
SENIORITY

Section 9.1 - Applicability. Seniority shall mean an employee's length of continuous service on current or predecessor contract(s) in the performance of similar work at the same federal facility.

If two (2) or more employees have the same seniority date, the employee having the lowest last four (4) digits of one's social security number will be considered as having the least seniority for tie-breaking purposes. Seniority shall not be used as a factor in personnel actions, provided however, that seniority will be considered by the Employer in making layoff, recall and promotion decisions depending on the requirements of the Company's contract with the USAF and all other factors, including but not limited to qualification, skill and ability, are equal. Seniority shall be applicable only as expressly provided in this Agreement.

Section 9.2 - Seniority List. The Company will provide a seniority list to the Association showing dates of hire for all employees, by classification, within sixty (60) days of the effective date of this Agreement and, subsequently, when a change in the Seniority list occurs if requested by the Association.

Section 9.3 - Probationary Period. New employees shall be on probation for one hundred eighty (180) 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.

Section 9.4 – Part-time Employees. Part time employees accrue no seniority.

Section 9.5. – Seniority. Seniority shall accumulate to:

(a) Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1, Recognition, of this Agreement:

(b) Employees while on active military service who are reinstated in compliance with applicable law.

(c) Time spent on authorized leave of absence for Association business.

(d) Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statue provided in (g).

(e) Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period.

(f) The first sixty (60) days of any other authorized leave of absence.

(g) Time spent on layoff for a period not to exceed (3) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year.

Section 9.6 - Termination of Seniority. An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

(a) Termination for just cause, retirement or resignation (quitting for whatever reason).

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

(c) Time lapse of six (6) months, or a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of the

reason, unless such reason is specifically set forth in Section 9.5 or for employees with less than one (1) year seniority at the time of layoff, seniority ceases when time lapse is in excess of one (1) year from layoff.

(d) Failure to return to work upon expiration of a leave of absence, unless the Company, in its sole discretion, determines that it is legally obligated to extend the leave of absence.

Section 9.7 – Termination of Seniority Notification. The Company shall notify the employee and the Association, in writing, of the reason for termination of seniority within five (5) working days of such action.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1 - Layoff. The Company will provide at least ten (10) working days advance notice to those employees affected by any layoff or provide for pay in lieu thereof.

Section 10.2 - Notice of Recall. The Company will forward notice of recall via certified mail to the last known address of the employee reflected on Company records. A laid-off employee shall promptly notify the Company of any change of address. The employee must, within five (5) days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter return to work on such date. It is agreed that the Company will allow recalled employees up to two (2) weeks to return to work. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be considered as a voluntary quit.

Section 10.3- Part-Time Positions. In the event that the Company decides to use part-time workers, current full-time employees will be given first right of refusal for such part time positions if they meet all qualifications and other requirements. Laid off or retired employees will be given the first opportunity, using the recall procedures specified in Section 2 above.

Section 10.4. Government Shutdown. In the event that the United States Government conducts a work stoppage for whatever reason, and contract personnel are released from working on said contract, the Company and the Association shall negotiate terms of pay and benefits applicable to the time period affected by the work stoppage. Such negotiation shall take place no sooner than ninety (90) days after returning to work, unless mutually agreed by the Company and the Association to take place sooner. The scope of this negotiation shall be limited to the terms of pay and benefits applicable during the work stoppage. The provisions of Article 6 shall remain in full force and effect throughout the negotiation process.

ARTICLE 11
PROMOTIONS

Section 11.1 - Notice. The Company will endeavor to transfer employees to higher paid positions from within the work force if available employees have the skill, ability and other qualifications necessary to do the work. If two or more employees are eligible and express an interest, seniority shall govern if all other factors are substantially equal.

Section 11.2 – Open Positions. Notice of available positions with the Company, including available positions at Nellis AFB, will be posted, as they become available. Qualified employees covered by this agreement may apply and will be considered for positions on this contract prior to outside solicitation.

Section 11.3 – Probationary Period. Upgraded employees will be considered on probation in new positions for ninety (90) calendar days after upgrading. During this period, the Company may, at its discretion act to reclassify the employee to their former occupation if determined, by the Site Manager or designee, that the employee is not meeting the qualifications for that job classification.

Section 11.4 – Temporary Assignment. The Company may temporarily upgrade an employee to a higher paid classification. If the employee works in the higher paid position for five (5) or more workdays within a single pay period, the employee shall receive the rate authorized for the classification of work that he/she is performing.

ARTICLE 12
HOURS OF WORK

Section 12.1- Workweek. The normal workweek will begin at 12:01 a.m., Monday, and end at 12:00 midnight the following Sunday. The employee's normal workweek is a forty (40) hour, five (5) consecutive day per week schedule.

Section 12.2 - Workday. Hours of operation will be in accordance with the Company's contract with the USAF. The normal workday shall consist of a nine consecutive hour period that will include an unpaid 60-minute lunch period.

Section 12.3 - Schedule Adjustments. The Association acknowledges the responsibilities of the Company's operation as they are related to the support of the USAF objectives. The parties realize the USAF may, from time to time, make unusual and immediate demands in conjunction with support requirements, and as such, the company will provide as much advance notice to the employees as possible.

Section 12.4 – Flexible Schedule. Determination of a flexible starting time, hours of work and days of rest, shall be made by mutual agreement between the Company (Site Manager) and an individual employee; and such schedules may be changed from time to time to suit varying conditions of business. Employee work schedules may be adjusted to work more than eight (8) hours per day by mutual agreement between the company and the individual employee. In such cases, work schedules will not exceed more than 40 hours per work week. This Section is not subject to Article 5, Grievance Procedure and Arbitration.

Section 12.5 - Part-Time Employees. Part-time employees are those employees whose normal workweek schedule is less than thirty (30) hours; or who are scheduled one-hundred-thirty (130) hours or less per month; or who work on an "on call" basis to meet the requirements of the daily schedule. Part time status is conveyed in the employee's offer letter. Changes from part-time to full-time status are made through a formal offer letter.

ARTICLE 13
OVERTIME

Section 13.1- Overtime Pay All overtime work must be approved in advance by the Site Manager. The Company will attempt to meet overtime requirements on a voluntary basis among qualified employees. An employee who works outside his/her normal work shift as defined in Article 12 shall be paid one and one-half times his/her base rate for any hours worked over 40 hours in a workweek.

Section 13.2 – Overtime Pay on Days of Rest. Any time an employee is required to work during one of his/her two consecutive days of rest, the employee shall be paid one and one-half times his/her base rate. Any time an employee is required to also work both of his/her two consecutive days of rest, the employee shall be paid double times his/her base rate for all the overtime hours worked during the second day.

Section 13.3 – Overtime Computation. Employees shall be paid for time worked computed to the nearest tenth hour.

ARTICLE 14
TRAVEL

All employees will comply with Government Joint Travel Regulations and Site policies concerning travel, travel reimbursement and pay for travel. Employees will be paid for a normal eight (8) hour day while traveling on company business on a scheduled work day. Employees are expected to work and/or travel during a normal workday as defined in Article 12 to the maximum extent practical. Hours worked or used in traveling outside the defined normal eight (8) hour workday shall be by mutual agreement between the Company and an individual employee. This will constitute an adjusted work schedule with determination of an alternate starting time, hours of work and days of rest, to suit varying conditions of business travel.

ARTICLE 15
CLASSIFICATIONS AND PAY

Section 15.1- Rates of Pay. The following wage rates will be effective 1 October 2016 and for the period of this Agreement and apply to all employees filling job classifications listed below.

Job Classification	Current	10/01/16	10/01/17	10/01/18
Instructor/SME (WS)	$58.01	$59.75	$61.24	$62.46
Instructor/SME (Non-WS)	$44.94	$46.29	$47.45	$48.40
Instructional Developer/QA	$44.94	$46.29	$47.45	$48.40
Educational Technologist	$36.44	$37.53	$38.47	$39.24
Editor/QA	$36.44	$37.53	$38.47	$39.24
Graphic Artist	$36.44	$37.53	$38.47	$39.24
Computer System Administrator	$36.44	$37.53	$38.47	$39.24
Database/Network Administrator	$37.88	$39.02	$40.00	$40.80
Computer Programmer/Analyst	$42.39	$43.66	$44.75	$45.65
Production/Support	$46.96	$48.37	$49.58	$50.57
Courseware Production Specialist	$25.70	$26.47	$27.13	$27.67
Administrative Specialist	$25.82	$26.59	$27.25	$27.80
Word Processor II	$21.24	$21.88	$22.43	$22.88

NOTE: Personnel officially assigned lead duties by official Company letter will receive 5% above the basic wage rate for their job classification shown above.

NOTE: Personnel officially assigned Quality Control I duties by official Company letter will be paid $1.25 per hour above the basic wage rate for their classification shown above.

NOTE: Personnel officially assigned Quality Control II duties by official Company letter will be paid $1.25 per hour above the basic wage rate during the current contract year. Effective October 1, 2016, Quality Control II duties will be paid $3.00 per hour above the basic wage rate for their classification shown above.

Section 15.2 – Pay Frequency and Method. Wages will be paid semi-monthly. Automatic Deposit of payroll checks, if available, is required.

Section 15.3 – I/SME Pay. Personnel hired as I/SMEs (WS) and I/SMEs (Non-WS) will have their hourly wage decremented by 20% for the first 90 days and 10% for the next 90 days while attaining certified instructor status. If instructor status is attained any time during this period, as determined by formal certification, the hourly wage will be changed to the appropriate WS I/SME or I/SME rate effective on the certification date.

Section 15.4 – Part-Time Employees. Part-time employees are compensated for each hour worked at the same hourly wage rate as full time employees in the same job classification. In addition, part time employees are compensated for health insurance benefits (Article 21) on a "cash in lieu" basis, and for holiday and PTO pay (Articles 16 and 17) on a pro-rata basis, for each hour worked. Part time pay calculations will be based on the following formula.

$HRP + $CIL + $HV = $THR

$HV = $HRP × 160/2080

Definitions: HRP = Hourly Rate of Pay
HV = Holiday/PTO Pay per hour
CIL = Cash in Lieu
THR = Total Part-Time Hourly Rate

ARTICLE 16
HOLIDAYS

Section 16.1 – Recognized Holidays. The following ten (10) days each year shall be paid holidays and employees will receive eight (8) hours pay at their working rate of pay.

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

Section 16.2 – Holiday Designation. Any Holiday falling on a weekend day will be celebrated on the day set by the USAF. Employees will not be required to work on a holiday except where dictated by the operational needs of the USAF or the Company.

ARTICLE 17
PAID TIME OFF (PTO)

Section 17.1 – Benefit Year. Employees shall earn PTO hours as outlined in this article. The effective benefit year for PTO accrual is 01 October through 30 September.

Section 17.2 – Qualifying Period and PTO Rates. PTO will be accrued at the rate of annual PTO allowance below credited each pay period. The qualifying period for PTO will commence with the original date of employment of the respective employee, as outlined in the Service Contract Act (SCA). PTO will be awarded as follows:

(a) An employee with less than five (5) years of service will accrue 120 hours of PTO annually.

(b) An employee with five (5) or more years of service, but less than ten (10) years (120 months or less) of service will accrue 160 hours of PTO annually. The change in PTO rate will take effect at the beginning of the pay period in which the employee's work anniversary falls.

(c) An employee with ten (10) or more years of service will accrue 200 hours of PTO annually. The change in PTO rate will take effect at the beginning of the pay period in which the employee's work anniversary falls.

Section 17.3 – Carryover Hours. Employees may carry over a maximum of 80 hours from one benefit year to the next benefit year.

Section 17.4 – Pay in Lieu of PTO. There will be no pay in lieu of time off for PTO. However, an employee who is removed from the active payroll shall be provided pay-in-lieu of PTO for unused earned and accrued PTO credits in his/her account, up to a maximum of eighty (80) hours. In the event of death of an active employee, all earned and accrued PTO credits will be paid.

Section 17.5 – PTO Payrate. PTO pay will be paid at the employee's regular straight time rate of pay in effect at the time the PTO is used.

Section 17.6 – PTO Logging Increments. PTO can be taken in partial hour increments as desired, consistent with scheduling needs of the Company.

Section 17.7 – Requesting PTO. In order to provide for scheduling of PTO, PTO requests must be submitted to the Site Manager. The Site Manager is the approving authority for all PTO requests. Every effort will be made by the employee's supervisor to develop a fair and equitable PTO schedule. However in all cases, job requirements will take precedence.

ARTICLE 18
BEREAVEMENT AND CIVIC LEAVE

Section 18.1 – Bereavement Leave.

a. **Tier 1** – Employees shall be give up to five (5) days (40 hours) off with pay, to bereave and attend the funeral of a member of his/her immediate family. "Immediate family" shall be considered to be spouse, child/step-child or parent.

b. **Tier 2** - Employees shall be given up to three (3) days (24 hours) off, with pay, to bereave and attend the funeral of a member of his/her family. " Family" shall be considered as follows: stepparent, mother-in-law, father-in-law, brother, sister, stepsibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchild. If requested, up to forty (40) additional work hours off, without pay, may be granted at the discretion of the Company upon request of the employee. The employee may use vacation or sick leave in lieu of time off without pay.

Section 18.2 – Civic Leave. Employees who are required by proper court order or summoned to be absent from work in connection with jury duty, or subpoenaed as a witness, will be paid at their regular straight time wage rate for jury duty service pursuant to Company policy. Employees called for jury duty and released by the court with less than four (4) hours of service will be expected to return to work.

ARTICLE 19
LEAVES OF ABSENCE

Section 19.1 - Length. At the sole discretion of the Company, extended (7 days inclusive of weekends) leaves of absence without pay (LWOP) may be granted for a period not to exceed sixty (60) days (inclusive of weekend and holidays) per Government fiscal year. Employees must request such unpaid leaves in writing to the Site Manager at least five (5) calendar days (or as soon as possible for bona fide emergencies) prior to the date the unpaid leave would begin.

Section 19.2 – Seniority Rights. Employees on unpaid extended leaves of absence shall retain seniority while on leave, consistent with Article 9. An employee shall lose his/her seniority and be terminated for the following:

(a) Failure to return from a leave of absence on the agreed upon date;

(b) Falsifying a reason for a leave of absence; and/or

(c) Becoming gainfully employed during a leave of absence without prior approval from the Company.

Section 19.3 - Extensions. Any requests for extensions past the sixty (60) days may be granted at the sole discretion of the Company.

Section 19.4 – Benefit Contributions . An employee who takes a personal leave of absence shall have his/her benefit contribution schedule adjusted for the number of workdays he/she was absent.

ARTICLE 20
MILITARY LEAVE

Section 20.1 – Military Reserves. The Company agrees to pay employees who are members of an active, organized military reserve component, and who take leaves of absence for military reserve field duty service or encampment the difference between their military pay and their regular pay for a maximum period of two (2) calendar weeks (ten (10) working days) per year.

Section 20.2 – Active Duty. The Company agrees to pay employees who are called to and perform short-term active duty, not including annual active duty and training, as members of the United States Armed Forces Reserve or the National Guard an amount equal to the difference in the pay they receive for performing such duty and the amount they would receive in pay from the Company for hours they would have been scheduled to work had they not been required to perform such duty for a maximum period of two (2) calendar weeks (ten (10) working days) per year.

Section 20.3 – Compensation. The employee's regular pay shall be determined using his/her current basic hourly rate.

ARTICLE 21
INSURANCE PLANS

Effective 1 October 2016, the company will provide the benefit set forth in the chart below for each full-time employee for each hour paid per benefit year to be used by the employee to purchase or offset the cost of medical/dental/life insurance or other benefits that may be available now or in the future through the Company.

Benefits	Current	10/01/16	10/01/17	10/01/18
H&W	$6.50	$6.70	$6.87	$7.01

All issues such as eligibility, enrollment and claims will be as specified in the plan documents. This amount includes the annual cost of company-provided employee Life/AD&D Insurance, and employee Long-Term Disability Insurance. The remaining balance per hour can be used to purchase medical or other company-offered benefits. Any unused portion will be paid to the employee as "Cash-in-lieu", less applicable payroll taxes.

ARTICLE 22
SAVINGS PLAN

Section 22.1. 401(k) Savings Plan. . The Company will provide a 401(k) Savings Plan for employees, to which plan eligible employees may defer compensation within limitations provided by law and the plan document. All conditions of participation, eligibility, vesting and distribution of benefits will be governed by the plan document.

Section 22.2 Company Match The Company will match employee deferrals up to 4% of eligible employee's gross salary each pay period. The maximum employer match per calendar year is $4,000.

ARTICLE 23
DRESS CODE

Section 23.1. Dress Code. A neat and professional appearance being important to the Company image, the dress code at the site will be in accordance with the dress and security/identification requirements of the contract found in Company Policy. A neat professional appearance is defined at Nellis AFB as dress slacks and collared shirt with necktie for men and dress, skirt, slacks and blouse/top for women. Local policy at Nellis AFB is that men's neckties, however, need not be worn on a day-to-day basis. Men will, however, keep a necktie available at their work place to be worn for appropriate customer interfaces outside the confines of Building 102. Employees who teach classes are required to wear dress shirt and tie while teaching. Employees will be reimbursed up to $75.00 per employee per year for associated embroidery fees if they desire to place a Company approved logo on shirts. The style of any shirt in which the Company logo is to be embroidered must be approved in advance by the Site Manager.

ARTICLE 24
SUBSTANCE ABUSE POLICY

Section 24.1 Substance Abuse Policy. The Company and the Association 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 Association 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 drugs or alcohol while at work. Employees will be subject to drug and alcohol testing. The Company agrees that any such testing may be conducted in compliance with applicable federal or state regulation. Pre-employment drug testing as a condition of employment will be conducted in accordance with company policy.

ARTICLE 25
NON-DISCRIMINATION

Section 25.1. Non-Discrimination. The Company and the Association agree not to discriminate against any employee covered by this Agreement because of race, color, religion, sex, sexual orientation, age, status as a disabled Vietnam era Veteran, national origin, marital status or disability with respect to all terms and conditions of employment. Claims of such discrimination will not be subject to the grievance and arbitration provisions of this Agreement. The Company and the Association agree not to unlawfully discriminate against or harass any employee because of membership in or non-membership in the Association.

ARTICLE 26
SECURITY

Section 26.1. Security. The Association 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. The Association agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the government.

It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation 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 government work, and that denial 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.

It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States government.

ARTICLE 27
SAFETY

Section 27.1. Safety. In the absence of sufficient health and safety measures as provided by the USAF, the Company will make reasonable provisions to ensure the health and safety of employees.

ARTICLE 28
SUCCESSORS AND ASSIGNS

Section 28.1. Successors and Assigns. 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 as identified in Article 1, The Company shall be released from all obligations on the project(s) so affected under this Agreement.

ARTICLE 29
EFFECT OF LAW

Section 29.1. Effect of Law. 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 regulations 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 30
DURATION AND TERMINATION

Section 30.1 - Expiration Date. This Agreement shall continue in full force and effect up to and including 31 July 2016.

Section 30.2 - Notice to Modify or Terminate Automatic Renewal. This Agreement shall continue in effect for successive yearly periods after unless notice is given in writing by either the Association or the Company to the other party at least sixty (60) days prior to, or prior to subsequent termination dates after. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, on, or the subsequent anniversary date, as the case may be.

Section 30.3 - Waiver of Bargaining During Contract Term. The Association and the Company, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective representatives duly authorized on June 6, 2016.

Association Representatives

John R. Troth
NECA President

William Lovelace
NECA Vice President

Christine Biederer
NECA Representative

Company Representatives

Kathryn Zielinski
CFO, Crew Training International, Inc.

John D. Martinez
Site Manager

Eric Dodson
CFO, BGI, Inc.

Albenago B. Arseo Jr.
President, A2M, LLC