

CONSTRUCTION

PROJECT LABOR AGREEMENT

FOR Nevada Test and Training Range (NTTR)

Between

**URS Federal Services, Inc., Arcata Associates, Inc., Vectrus Systems
Corporation**

and

**THE SOUTHERN NEVADA BUILDING
AND CONSTRUCTION TRADES COUNCIL
AND OTHER SIGNATORY UNIONS**

October 1, 2018 – September 30, 2023

TABLE OF CONTENTS

Article		Page
Article 1	Preamble	1
Article 2	Intents and Purpose	1
Article 3	Southern Nevada Labor Alliance	2
Article 4	DoD & NTTR/USAF Orders and Directives	2
Article 5	NTTR Facilities	3
Article 6	General Savings Clause	3
Article 7	Work Subject to this Agreement	3
Article 8	Off-Site Work	4
Article 9	Union Recognition	4
Article 10	Management Rights	5
Article 11	No Strike No Lockouts	5
Article 12	Union Representation	6
Article 13	Subcontracting	7
Article 14	Hiring Procedure & Non-Discrimination	8
Article 15	Drug and Alcohol Principles	8
Article 16	Safety and Health	9
Article 17	Employment Processing Time	9
Article 18	Physical Examination	10
Article 19	Wages and Payment	11
Article 20	Shifts and Hours of Work	12
Article 21	Reporting Time and Minimum Pay	16
Article 22	Meal Periods	18
Article 23	Reporting Points and Transportation	19
Article 24	Allowances While Traveling	20
Article 25	Holidays	21
Article 26	Overtime	21
Article 27	Work Assignments & Jurisdictional Disputes	24
Article 28	Grievance and Arbitration Procedure	25
Article 29	Interpretations Committee	26
Article 30	Sick Leave	27
Article 31	401K Plan	27
Article 32	Term of Agreement	28

ARTICLE 1
PREAMBLE

This Agreement entered into this 21st day of September 2018 by and between URS Federal Services, Inc., Arcata Associates, Inc., Vectrus Systems Corporation (herein referred to as Contractor), and the Southern Nevada Building and Construction Trades Council AFL/CIO, its undersigned Unions and other Signatory Unions (hereinafter collectively referred to as Union), recognize that Construction at the Nevada Test and Training Range (herein referred to as NTTR), performed by the Contractor.

To this end, the collective strengths and resources of the Union and the Contractor are teamed in a partnership for the purposes of providing the Department of Defense, (DoD) and the United States Air Force an available and sufficient work force which is efficient, competent and qualified.

ARTICLE 2
INTENTS AND PURPOSE

SECTION 1: This Agreement is for the joint use and benefit of the signatory parties, and the provisions shall be construed as binding upon and effective in determining the relations between the parties and to set forth the basic Agreement covering rates of pay, fringe benefits, hours of work, and conditions of employment to be observed by the parties.

It is the intent of the parties to set out efficient working conditions, establish and maintain harmonious relations, secure optimum productivity, and to eliminate delays in the work undertaken by the Contractor. The parties agree that nothing shall be permitted that restricts production or increases the time required to do the work, and that no limitation shall be placed upon the amount of work an employee shall perform, and that there shall be no restriction against the use of any kind of machinery, tool or labor-saving device except as provided in Appendix'(s), provided however that no employee shall be required to work under any conditions which are injurious to their health and safety.

It is mutually understood that the terms and conditions relating to employment of craft persons covered by this Agreement have been decided on by collective bargaining and that the provisions will be binding upon the Union and the Contractor.

SECTION 2: This Agreement and the Southern Nevada Labor Alliance shall be the only Collective-Bargaining Agreement between the parties, which shall apply at the NTTR, and no other Agreements either Local or National shall apply to this Agreement. Employment practices not part of this Agreement shall not be recognized.

SECTION 3: Appendix'(s) of this Agreement are applicable only to the signatory Unions and shall be considered as an integral part of this Agreement.

SECTION 4: Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike

ARTICLE 3
SOUTHERN NEVADA LABOR ALLIANCE

Contractor and the Southern Nevada Building and Construction Trade Unions and other Signatory Unions agree to incorporate the Principles of the Southern Nevada Labor Alliance into all aspects of this Agreement. The Principles of the Alliance are to:

- A. Develop business opportunities and market the value of the Alliance to new Customers.
- B. The parties shall establish an Alliance Administrative Committee, which will meet on a regular basis for the purpose of implementing the principles incorporated in this article.
- C. Provide and promote an available, well-trained, qualified, productive and cost-effective work force.
- D. Provide and promote a safe and healthful work environment to all employees through an effective Zero Accident Philosophy.
- E. Continuously improve productivity, quality and methods of work execution.
- F. Resolve any differences between the parties in an atmosphere of cooperative labor management relations and without job disruptions or work stoppages.

Continuous Improvement (CI) Committees will be mutually established and approved by the Southern Nevada Building and Construction Trade Union(s) to address work execution processes and issues affecting the craft workforce.

Neither the Southern Nevada Labor Alliance nor the Continuous Improvement (CI) Committees shall make decisions, which change or modify any of the Terms and Conditions of this Agreement.

ARTICLE 4
DoD, NTTR, USAF, ORDERS AND DIRECTIVES

It is understood and agreed that the Contractor's operations involved herein are subject to its contract with the DoD, NTTR, USAF and the Orders and Directives of the Administration, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DoD, NTTR, USAF conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict.

ARTICLE 5
NTTR FACILITIES

For Employees who are assigned to work at NTTR Facilities, failure to obtain and maintain access and security requirements in accordance with DoD, NTTR, USAF and local command directives and regulations may result in termination of employment.

ARTICLE 6
GENERAL SAVINGS CLAUSE

It is not the intent of either party to this Agreement to violate any federal, state or local rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect. The parties agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 7
WORK SUBJECT TO THIS AGREEMENT

SECTION 1: The work subject to this Agreement shall be the work performed by the Contractor's Range Support Services Program which is covered work under the Davis-Bacon Act, which work shall be referred to as construction work, and certain additional work performed by the Range Support Services Program which is not covered under the Davis-Bacon Act and which is not subject to any other collective bargaining agreement to which the Contractor is a party. The above work that is not covered under the Davis-Bacon Act shall remain subject to this Agreement only if and until it is placed under the Project Maintenance and Operations Agreement between the Contractor and the Union in accordance with the terms and provisions of Article I of said Maintenance and Operations Agreement. The work referred to above is that work performed at the NTTR.

SECTION 2: All construction work performed by the Contractor's Range Support Services Program outside of the geographic boundaries of the NTTR, but within the territorial jurisdiction of the Union, which work is related to or an extension of the government programs conducted at NTTR, shall be performed under the terms and conditions of this Agreement if it is performed by employees whose time for such work commences and terminates each day at the NTTR.

SECTION 3: If the Contractor is required to perform the above-described work and the employees report directly to a jobsite outside the geographic boundaries of the NTTR, the terms and conditions of this Agreement will apply, but the existing Davis-Bacon rate for that

geographical area will be applied. For example, if employees covered by this Agreement are required to work in the Las Vegas area and report directly to the jobsite, the local Davis-Bacon rate will be applied for hours worked, but the remaining terms and conditions of this Agreement will be in effect.

SECTION 4: In clarification of Section 3 above, an individual hired, on the Contractor's payroll and awaiting clearance to the NTTR and performing miscellaneous non-prevailing wage tasks at the Contractor's Las Vegas facilities will receive the rate(s) specified in Appendix'(s) of this Agreement.

SECTION 5: The NTTR shall include work performed at the NTTR, North Las Vegas Facility and other facilities or extensions of the government program within the Department of Defense.

ARTICLE 8 **OFF-SITE WORK**

SECTION 1: If the Contractor is required to perform construction work that is applicable to the Davis Bacon Act and is outside the geographic boundaries of the NTTR, but within the territorial jurisdiction of the Union(s), the terms and conditions of this Agreement shall apply. However, if the applicable Davis Bacon Wage and Fringe package is higher for that county than the applicable Wage and Fringe package in the applicable NTTR Project Labor Agreement, then the difference shall be added to the employee's NTTR wage.

SECTION 2: If work is performed outside the geographic boundaries of the NTTR, the terms and conditions of this Agreement, and the Contractor's "Special Provisions for Off-Site Work" (incorporated by reference) shall also apply to employees performing work at these locations.

CLARIFICATION: Davis Bacon Wages will only be paid for actual hours worked at the Davis Bacon Location.

ARTICLE 9 **UNION RECOGNITION**

SECTION 1: The Union having requested recognition as the Section 9A representative of the employees covered by this Agreement and having demonstrated through authorization cards that it has the support of a majority of the employees to serve as such representative, the Employer hereby recognizes the union as the Section 9A representative of the employees. The foregoing 9A provision does not apply to Subcontractors signatory to this agreement.

ARTICLE 10
MANAGEMENT RIGHTS

SECTION 1: All of the rights, duties and prerogatives of the Contractor to manage, control and direct its business, operations, and activities are vested in and retained by the Contractor, including, but not limited to, the assignment and direction of its employees.

SECTION 2: The Contractor shall be the sole judge of the qualifications of each employee and the number of employees required to perform any work subject to this Agreement. The Contractor shall have the absolute right to hire, promote, lay-off employees or reject any applicant for employment at its discretion, and to discharge and/or suspend employees in lieu of discharge with just cause.

SECTION 3: Subject to the provisions of Appendix' (s), the necessity of and the identity of foremen shall be solely determined by the Contractor. It is not the intent of the Contractor to assign the duties and responsibilities of foreman to an employee without designating such employee as foreman and paying him/her in accordance with Appendix'(s). It is not the intent of the Contractor by virtue of this provision to eliminate foreman.

SECTION 4: None of the rights, duties and prerogatives of the Contractor referred to in this Article shall be exercised in a manner, which is in conflict with the specific provisions of this Agreement. It is understood; however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 11
NO STRIKES OR LOCKOUTS

SECTION 1: Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Contractor and other organizations at the NTTR, the Contractor and the Unions agree that the Contractors operations at the NTTR must not be interrupted.

In recognition of the above, the Unions, collectively, and the employees covered by this Agreement, individually, agree they will not call, engage in or sanction any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, or boycott of the Contractor's operations at the NTTR.

SECTION 2: The Contractor agrees there will be no lockout of the Unions or of its employees represented by the Unions during the term of this Agreement.

SECTION 3: Any violation of Section 1 or Section 2 of this Article shall be expeditiously resolved within twenty- four (24) hours by the effected parties, and the issues given rise to the dispute, shall not be subject to the provisions of the Grievance and Arbitration Procedure.

SECTION 4: It shall not be cause for discharge or disciplinary action in the event an employee

individually refuses to go through or work behind any picket line at the Contractor's place of business provided said picket line is in connection with a lawful primary labor dispute that is sanctioned by the Southern Nevada Building and Construction Trades Council, Central Labor Council or any union signatory to the Contractor that is not affiliated with the above.

SECTION 5: Protection of Life and Property: The Unions agree that in the event any member of the bargaining unit exercise their individual right under Section 4 above, the Unions will make every legitimate effort to ensure the minimum services for the protection of life and property, of the type performed by employees under this Agreement are provided.

ARTICLE 12 **UNION REPRESENTATION**

SECTION 1: Authorized representatives of the Union shall have access to approved sections of the NTTR where work is being performed, but visitations are subject to security and safety regulations of the DoD, NTTR, USAF and Range Commanders. The Contractor will diligently strive to provide access to the best of its ability.

SECTION 2: The job Steward shall be a working employee selected by the Union who shall, in addition to his/her regularly assigned work, be allowed reasonable amount of time during the work day to conduct union business as outlined in Section 4. The Union agrees that such duties shall be performed as expeditiously as possible. The steward will notify his/her immediate supervisor of the duties that would cause him to be away from his/her assigned work before he performs said duties.

SECTION 3: The Union shall notify the Contractor, in writing, of the appointment of the job steward, and the Contractor, prior to laying off or discharging the job steward, will meet with the representatives of the Union two (2) full working days prior to such intended layoff or discharge. If the layoff or discharge proceeds, the Contractor will notify the Union in writing of that fact. The job steward will not be disciplined or laid off for the performance of their agreed-upon duties when performed in accordance with this Article. It shall be recognized by the Contractor that the Union Steward shall be the last person to be laid off in their trade, provided they are qualified to perform the work.

SECTION 4: To promote harmony between the Union and the Contractor, the steward, without interrupting the progress of the job, shall be limited to, and shall not exceed, the following duties and activities:

- (a) Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
- (b) Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, or less than the overtime rate.

- (c) Report to their Business Representative alleged infractions of the Agreement, which have not been resolved between the Steward and the Contractor.

SECTION 5: The Contractor agrees it will give the Union notification of a temporary transfer, not to exceed thirty (30) days, of Stewards from the specific operation where they are working. In cases where a transfer is projected to exceed thirty (30) days, the contractor may request an extension and present justification to the Union within the initial transfer period. The Stewards may be permanently transferred from the operation where they are working, upon mutual agreement between the Contractor and the Union. If the Contractor requests an extension of the Steward's transfer beyond thirty (30) days or a permanent transfer, and the extension or permanent transfer is denied, the Contractor may appeal the denial within the initial thirty (30) day period. The appeals process will be a meeting between the parties to achieve resolution of the issue. The meeting will be facilitated by an FMCS Mediator, with up to two (2) Representatives from the Contractor and two (2) Representatives from the Union. Should the parties fail to reach agreement in the appeals process, the decision and effects of any changes made are subject to the grievance and arbitration procedure.

INTENT: The Parties agree that if an agreement is not reached in the transfer appeals process and the issue advances to a grievance, the timeline for the grievance and arbitration procedure begins at the conclusion of the transfer appeals process.

ARTICLE 13 **SUBCONTRACTING**

SECTION 1: The Employer agrees that neither they nor any of their contractors or lower tier contractors will subcontract any work to be performed as outlined in the Preamble of this Agreement except to a person, firm, or corporation signatory to the terms and conditions of this Agreement.

SECTION 2: In keeping with the spirit and intent of this Agreement, all contractors and all subcontractors at any tier agree to schedule and hold a pre-job conference with Representatives of the Southern Nevada Building and Construction Trades Council and other signatory unions, or their designee, prior to the commencement of work at NTTR, except in cases of emergency. The pre-job conference shall consist of the following:

- (a) the craft work assignments,
- (b) the estimated number of craft persons required to perform the work,
- (c) transportation arrangements
- (d) the estimated start and completion dates of the work,
- (e) discussion of pre-fabricated materials.

Work shall not commence for any contractor until a Letter of Assent for this Project Labor Agreement has been signed and submitted by a duly authorized representative of the subcontractor (at any tier) to the Southern Nevada Building and Construction Trades Council.

SECTION 3: There shall be no brokering of subcontracted work covered by this Agreement for the purpose of circumventing the signing of the Project Labor Agreement.

ANNOTATION: It is recognized by the Union(s) that DoD, NTTR, USAF may have specialized, and/or unusual equipment installed and/or serviced by individuals who have specialized training, skills, or qualifications, and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under manufactures warranty may be performed by the vendors personnel, except as outlined in Appendix'(s) (warranty work).

ARTICLE 14 **HIRING PROCEDURES AND NON-DISCRIMINATION**

The hiring procedures for the signatory Union(s) to this Agreement, shall be set forth in their respective Appendix.

The parties agree that it will operate such hiring procedures in a manner which shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, handicap, veteran status, marital status, disability, union membership or possession of a security clearance in strict compliance with all Federal laws and the laws of the State of Nevada.

The parties hereby agree to and support the implementation of the Contractor's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within their bargaining units.

ARTICLE 15 **DRUG AND ALCOHOL POLICY**

It is hereby agreed between the Union(s) and the Contractor that both parties will adhere to and abide by all the provisions of the Contractor's current Drug and Alcohol Policy which is incorporated into this Agreement by reference. If this Policy changes during the term of this Agreement, any such changes shall be subject to bargaining and agreed to by the parties' signatory to this Agreement.

ARTICLE 16
SAFETY AND HEALTH

SECTION 1: It is the responsibility of the Contractor to provide a safe working environment free of recognized hazards and in compliance with State, Federal and DoD, NTTR, USAF Safety and Health standards and directives. It is also the Contractors responsibility to provide appropriate training to ensure that employees are aware of their responsibility to comply with the safety, health, environmental and fire prevention rules and procedures applicable to their work tasks.

SECTION 2: The Contractor and Employees covered by this Agreement shall comply with all applicable State, Federal and DoD, NTTR, USAF Safety and Health standards and the Contractors Safety and Health policies and procedures.

SECTION 3: The Contractor shall provide adequate Personal Protective Equipment (PPE), as applicable, for work covered by this Agreement. Employees are required to comply with safety codes and requirements regarding the wearing of Personal Protective Equipment (PPE), in the performance of their duties.

SECTION 4: The Contractor shall provide cool, potable drinking water and sanitary disposable cups at the work location, and adequate toilet facilities, which are reasonably accessible. It is the intent of this Section to provide drinking water on a daily basis, at the beginning of the shift.

SECTION 5: ON THE JOB INJURIES: When an employee covered by this Agreement is injured on the job during his/her regular straight-time shift to the extent of being unable to work for the remainder of their shift, that employee shall be paid their full straight-time shift at his/her regular rate. His/her ability to work or not work shall be determined by a qualified physician or other designated representative of the Company's MRO and/or Customer's Medical Staff.

SECTION 6: WORKERS COMPENSATION: The Contractor and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement are encouraged to develop and implement alternative dispute resolution procedures to resolve worker's compensation claims disputes when and where permissible and/or legal.

ARTICLE 17
EMPLOYMENT PROCESSING TIME

SECTION 1: The Contractor agrees to pay applicants for all time spent in employment processing, at the straight-time rate of pay, unless the applicant is not able to meet the Contractor's job requirements, for the job to which they were referred, or for reasons which are the applicant's own responsibility.

SECTION 2: An applicant who is dispatched who does not meet site access requirements or does not possess the experience necessary to perform the work for the position they are applying,

or who misrepresents themselves as having such experience, shall not be entitled to processing pay.

An applicant who does meet clearance and site access requirements, has the experience necessary to perform the work, who has not misrepresented themselves, and is interviewed and not offered employment shall receive two (2) hours at the straight-time rate of pay, which shall be mailed to their address of record, by the end of the week following the date of the rejection. This payment shall not include fringe benefits or payroll deductions.

SECTION 3: Employees returning to work from an approved leave without pay or inactive payroll shall be entitled to payment for processing time as required by the Contractor.

SECTION 4: Any processing time, including employment training, shall not be considered as time worked for the purposes of computing overtime.

SECTION 5: In administering this provision, the following guidelines shall apply:

- (a) A job applicant engaged in processing when their requisition is canceled shall be paid for actual time spent in processing.
- (b) Applicants will be processed through the Contractor's office between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday.
- (c) No processing time will be paid to applicants who test positive for Drugs or Alcohol.
- (d) No processing time will be paid to any Employee who terminates their employment prior to completing two (2) workdays.

ARTICLE 18 **PHYSICAL EXAMS**

SECTION 1: The Contractor may have any employee subject to this Agreement submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors.

SECTION 2: The Contractor agrees to pay an employee for time spent in a physical examination ordered by the Contractor at the applicable rate of pay.

SECTION 3: Any report resulting from any examination specified above shall be made available to the employee involved upon written request by said employee.

SECTION 4: It is not the intent of the Contractor to use the results of any of the above physical examinations against the employee involved unless the results show that the continuation on the job by said employee would be detrimental to the employee or hazardous to other employees.

In the event a dispute arises between the parties over the Contractor's use of the results of a

physical examination against an employee or applicant pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedure Article of this Agreement.

SECTION 5: If within six (6) months a subsequent physical examination by the Contractor discloses that the employee has remedied the disability and is capable of performing their duties. They are eligible for re-employment.

SECTION 6: The Contractor agrees to provide appropriate physical examinations for employees who are required by the Contractor to maintain Commercial Drivers Licenses. The Company agrees to pay for the cost of the CDL less the cost of a standard license.

SECTION 7: If there is a reason to believe he has an employment related medical issue, an Employee may request a physical examination provided that such requests may not be made more often than intervals recognized by the Employer's medical staff as consistent with good medical practices.

ARTICLE 19 **WAGES**

SECTION 1: WAGES - Wages for the classifications covered by this Agreement shall be paid in accordance with the applicable Appendix'(s).

SECTION 2: PAYMENT OF WAGES - All employees covered by this Agreement shall be paid once a week by direct deposit, on a Contractor designated weekly payday. If the designated weekly payday falls on an observed Holiday or on a day in which the financial institutions are not normally open the employee will be paid on the day preceding. In the event an employee is not paid or does not have access to directly deposited funds, they shall be compensated in one-half (1/2) hour increments at the straight-time hourly rate, not to exceed eight (8) hours per day in any twenty-four (24) hour period, beginning from the payday in which the non-payment occurred, until such payment is made. In cases where the non-payment is caused by the employee or, e.g., an error made by the employee's direct deposit financial institution, no penalty shall apply.

The Employee's payroll advice shall be distributed by delivering the advice to the Employee's work site or by mailing to the Employee's home address of record, and electronically available prior to payday. Mailed payroll advices may not reach the employee's home address on or before payday. There shall be no penalty if unavailability of the payroll advice is beyond the control of the Contractor.

New hires who are waiting on their direct deposit to initiate will be paid by a live check. If these Employees do not receive their live check on the designated pay day, they will be in penalty pay status of eight (8) hours pay per day until they receive their check.

SECTION 3: PAYMENT UPON LAY-OFF OR DISCHARGE - Employees who are laid off or discharged must be paid wages due them at the time of layoff or discharge. In the event the Contractor fails to pay an employee at time of layoff or discharge, they shall be paid waiting time

not to exceed eight (8) hours at the straight time rate of pay, in any twenty-four (24) hour period, until such payment is made. The Contractor agrees to pay all Employees for all time spent in out processing which is required by the Contractor on the termination of an Employee for any reason. Employees suspended pending an Investigation/Termination will be placed on paid administrative leave pending final resolution of the issue and/or receipt of final check.

SECTION 4: INSUFFICIENT FUNDS - Employees who receive a check, which is non-negotiable because of insufficiency of funds on deposit, shall be paid in cash. Employees shall be paid waiting time not to exceed eight (8) hours at the straight time rate of pay, in any twenty-four (24) hour period, until such time the cash payment is made.

SECTION 5: INCORRECT PAYMENTS - Employees must immediately bring the matter of incorrect payments to the attention of their immediate Supervisor in writing utilizing the pay discrepancy form. The form must be signed by the supervisor/manager and include all of the proper documentation including the original timesheet. This form must be submitted to Payroll. The Contractor shall correct the incorrect payment in the pay period in which the form was received by payroll. If the amount of the incorrect payment is less than two hours pay and if the correction is not made within this time period and paid the following pay period, then the maximum penalty for an incorrect check shall be a two (2) hours straight time pay. If the amount of the incorrect payment is greater than two (2) hours straight-time and the correction is not made and paid the following pay period the penalty shall equal the amount of the incorrect payment, up to a maximum of eight (8) hours' straight-time pay for employees on a 5/8 shift or ten (10) hours straight-time pay for employees on a 4/10 shift, for each twenty-four (24) hour period in which compensation is not corrected. In cases where the incorrect payment is caused by the employee submitting an incorrect time sheet, no penalty shall apply.

SECTION 6: WAGE INCREASE/ALLOCATIONS - Wage Increases, Allocations and Re-Allocations to this Labor Agreement shall be implemented and paid to employees within thirty (30) days of receipt of written notification from the Union to the Contractor and be paid retroactive to the effective date of such increase/allocations. A penalty of one (1) hour straight-time rate of pay will be paid to employees for each day of waiting time beyond the thirty (30) days, until such Wage Increase/Allocation payments are made.

SECTION 7: Deductions from an employee's wages to recover overpayment made in error will not be made unless the employee is notified. The Company and the employee will agree upon a schedule for repayment in writing.

ARTICLE 20 **SHIFTS AND HOURS OF WORK**

The "Day Shift" shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.

SECTION 1: FIVE DAY, EIGHT HOUR SINGLE SHIFTS

- (a) Eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal period between the hours of 5:30 a.m. and 5:30 p.m. shall constitute a single shift. There shall be no staggering of starting times for employees working on the same project or crew.
- (b) The standard workweek shall consist of five (5) workdays, Monday through Friday.
- (c) All hours worked before and after the established workday of eight (8) hours, Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays shall be paid at the applicable overtime rate.

SECTION 2: FIVE DAY, EIGHT HOUR MULTIPLE SHIFTS

- (a) When so elected by the Contractor, multiple shifts may be worked. Multiple shifts may be established on a temporary basis of at least three (3) consecutive day's duration. The Union(s) shall be notified twenty-four (24) hours in advance of the starting time of such shifts.
- (b) Employees, who are worked on such shifts for less than three (3) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. This shall not apply to Employees assigned to replace another swing and/or graveyard shift employee, or an employee who is unable to continue on such shifts for some reason, which is their own responsibility. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.
- (c) Overlap of any shifts shall not exceed two (2) hours.
- (d) If it is necessary to use employees from a previous shift within the same workday, the applicable overtime provisions shall apply.

SECTION 3: FOUR DAY, TEN HOUR SHIFTS

- (a) The Contractor may establish a four (4) day workweek consisting of four (4) consecutive ten (10) hour days per week at an area, location or project, Monday through Thursday, or Tuesday through Friday. Both shifts shall not be worked at the same project.
- (b) Whenever the Contractor changes the shift from Tuesday – Friday to Monday – Thursday, the first Monday of such change shall be paid at a premium rate of one and

one half (1 ½) times the straight time hourly rate. This shall apply to only the first week of such change.

- (c) The standard day shift shall be established between the hours of 5:30 a.m. and 6:30 p.m., exclusive of a thirty (30) minute unpaid meal period.
- (d) The first shift or day shift shall commence on Monday or Tuesday and the established starting time shall be between the hours of 5:30 a.m., 8:00 a.m., and conclude on Thursday or Friday at the end of the established shift. There shall be no staggering of starting times for employees on the same project.
- (e) The Contractor shall give the Union notification seven (7) days prior to the beginning of the four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- (f) Hours worked prior to the normal starting time or after the conclusion of the established quitting time shall be paid at the applicable overtime rate.

SECTION 4: NIGHT SHIFT (FOUR DAY, TEN HOUR SHIFTS)

- (a) When so elected by the Contractor, night shifts may be worked. Night shifts may be established on a temporary basis of at least three (3) consecutive days duration.
- (b) Employees who are worked on such shifts for less than three (3) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.
- (c) An employee assigned to the four (4) day, ten (10) hour night shift shall be paid a shift differential of Twelve and One-Half Percent (12-1/2%) of their straight time hourly rate.
- (d) Overlap of any shifts shall not exceed two (2) hours.

SECTION 5: ROTATING SHIFTS:

- (a) Prior to the implementation of a rotating shift, the Contractor and the Union(s) shall mutually agree to a schedule and rotating shift conditions.

SECTION 6: CO-MINGLING SHIFTS:

- (a) Employees assigned to the Five- Eight (5/8) workweek shall not be co-mingled with employees assigned to the Four- Ten (4/10) workweek or vice-versa. It is not the

intent of the parties to co-mingle employees assigned to the four-day, ten-hour (4/10) shift with employees assigned to the five-day, eight-hour (5/8) shift.

- (b) It is also not the intent of the parties to co-mingle shifts to have extended labor coverage instead of paying the applicable overtime rate.
- (c) In the event a Contractor co-mingles employees of the same craft working side by side, both the 5/8 and 4/10 work weeks, all work performed after eight (8) hours will be paid at time and ½ until the tenth (10th) hour is reached, after the (10th) hour double time will be paid. The Contractor will be subject to the conditions and payments established in the respective appendices of this agreement.
- (d) In the event of co-mingling, it is agreed that all directly affected employees will be paid a minimum 8 hours of straight time and 2 hours of time and half.

SECTION 7: SPECIAL SHIFTS:

- (a) Due to the nature of work at the NTTR, the parties agree that if required by the Customer or Contractor, “special shifts” other than those specified in this Article, may be established. It is recognized that certain special shifts may require modifications to provisions contained in this Article. Such shifts or modifications may only be established based on sufficient reason, and by written mutual agreement between the Contractor and the Union(s) involved with the specific work or project requiring special consideration. Contractor will notify the Unions (7) calendar days in advance of the need for a special shift.

SECTION 8: SHIFT PREMIUMS:

- (a) Employees assigned to a five (5) day, eight (8) hour swing shift shall be paid a shift differential of ten percent (10%) of their straight-time hourly rate per hours worked.
- (b) Employees assigned to a five (5) day, eight (8) hour graveyard shift shall be paid a shift differential of fifteen percent (15%) of their straight-time hourly rate per hours worked.
- (c) An employee assigned to the four (4) day, ten (10) hour night shift shall be paid a shift differential of Twelve and One-Half Percent (12-1/2%) of their straight time hourly rate.

ARTICLE 21
REPORTING TIME AND MINIMUM PAY

I. REPORTING PAY

SECTION 1: Five-Eight Shifts - An employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for two (2) hours at their straight-time hourly rate for Monday through Friday. Such pay shall be at the appropriate overtime rate for Saturday, Sunday or holidays for employees assigned to other than rotating shifts.

SECTION 2: Four-Ten Shifts - An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for three (3) hours at their straight-time hourly rate for Monday through Thursday or Tuesday through Friday. Such pay shall be at the appropriate overtime rate for holidays, or the employee's scheduled day(s) off.

II. MINIMUM PAY

SECTION 3: Five-Eight Shifts - An employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time, for whom work is provided, shall receive pay for not less than four (4) hours at the appropriate hourly rate, or if more than four (4) hours are worked, not less than eight (8) hours' pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for Saturday, Sunday, holidays, or the employee's scheduled day off other than Saturday and Sunday.

** For example:* If an employee reports for work on a eight (8) hour, double-time day and works for six (6) hours, they shall receive double time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the eight (8) hour guarantee (or two [2] hours straight-time pay); a total of fourteen (14) hours straight-time pay.

SECTION 4: Four-Ten Shifts - An employee assigned to a four-ten (4/10) shift (day or night), reporting for work at their regularly scheduled starting time for whom work is provided, shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours' pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for holidays, or the employee's scheduled day(s) off.

** For example:* If an employee reports for work on a ten (10) hour, double-time day and works for six (6) hours, they shall receive double time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the ten (10) hour guarantee (or four [4] hours straight-time pay) a total of sixteen (16) hours straight-time pay.

If the Contractor directs or holds an employee after their starting time, that employee will be paid in accordance with Sections 3 and 4 above.

SECTION 5: UNFORESEEN CIRCUMSTANCES:

- 1) Employees who report to the transportation location prior to their normally scheduled time of departure and cannot get to work due to transportation related issues (including weather) will be paid accordingly:
 - a) Employees working a “Five-Eight Shift” will be paid 4 hours at their straight-time hourly rate.
 - b) Employees working a “Four-Ten Shift” will be paid 5 hours at their straight-time hourly rate.
 - c) Employees will not be subject to more than one-half day’s pay of lost wages for each two-week consecutive period. The two-week period begins with the first day in a paid status for employees paid on a bi-weekly basis. The consecutive two-week period for employees paid weekly will coincide with those on a bi-weekly pay schedule. The intent is no employee will lose more than one day’s pay in a consecutive four-week period due to non-availability of transportation.
 - d) An employee has to arrive at the “transportation location / pick-up point” and, as verification, employees will be required to sign in.
- 2) Employees who arrive at their work location and have their work day cut short due to transportation related issues (including weather) will receive their full day’s pay.
- 3) Employees who report to the transportation location to return to their original departure location at their normally scheduled time and are delayed leaving due to transportation related issues (including weather) more than one hour will be compensated as follows: Beginning the second (2nd) hour, delayed time will be paid in thirty (30) minute increments. Departure delay pay will be paid at the straight time hourly rate of pay (wages only, not to include fringe benefits) up to a maximum of four (4) hours. All actual times of departure must be verified by management prior to payment. These hours will not be considered as hours worked for the purposes of computing overtime.

SECTION 6: An employee who works in more than one (1) classification in a workday will be paid the rate of the highest paid classification for the entire day.

SECTION 7: FOREMAN/GENERAL FOREMAN DIFFERENTIALS: An employee who is assigned by the Contractor to work temporarily as a Foreman or General Foreman shall receive the appropriate Foreman/General Foreman differential (as identified in Supplement) for a minimum of one-half shift. If the employee temporarily works in this capacity for more than half a shift, they shall receive the differential for the entire shift.

Examples: 1) An employee assigned to a 4/10 shift is assigned and works temporarily as a Foreman for 4 hours. They shall receive the appropriate Foreman differential for five (5) hours, (half the shift). 2) An employee on a 4/10 shift temporarily works as a Foreman for seven (7)

hours. They shall receive the Foreman differential for ten (10) hours, (the entire shift).

SECTION 9: Time spent in Contractor required training will be considered hours worked and shall be paid at the appropriate rate.

SECTION 10: No pay will be due an employee who reports for work in an unfit condition or is unable to perform said work for some other reason which is their own responsibility.

ARTICLE 22 **MEAL PERIOD**

SECTION 1: **FOUR DAY/TEN HOUR SHIFT**: For the four-ten (4/10) shift schedule, an established, uninterrupted, unpaid meal period of one-half (1/2) hour shall be scheduled during the posted dining hall hours of operation.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

SECTION 2: **FIVE DAY/EIGHT HOUR SHIFT**: For the five-eight (5/8) shift schedule an established uninterrupted, unpaid meal period of one-half (1/2) hour shall be scheduled during the posted dining hall hours of operation.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

SECTION 3: If an employee is required to work more than two (2) hours of pre-shift or post-shift overtime, they shall receive a paid meal period of one-half (1/2) hour in addition to the overtime hours worked.

If the employee continues to work post-shift overtime, they shall be entitled to an additional one-half (1/2) hour paid meal period each four and one-half (4-1/2) hours thereafter.

SECTION 4: The Contractor will make every effort to make food available for employees who are required to work for extended periods of unscheduled overtime.

****CLARIFICATION***: The Parties understand and agree the Employer is required to provide a half (1/2) hour uninterrupted meal period. The Employer is not required to provide a meal with the exception of Article 22, Section 4.

SECTION 5: **GIFTED MEAL PERIODS**: Gifted meal periods for employees assigned to any work shift shall be paid at the applicable overtime rate.

****INTENT***: The intent of this Article is for the Contractor to establish a meal period, within the time periods stated in Sections 1 and 2, which will be the normal meal period for a crew. It is the intent of this Article to allow employees to have an

uninterrupted 1/2-hour meal period with a hot meal. The Contractor will notify employees of a change in the meal period as early in the day as possible.

It is NOT the intent of this article to prevent employees from having a meal period by working them straight through and paying them for not having a meal period. It is NOT the intent for the Contractor to obtain ten and one half (10-1/2) hours work coverage for ten (10) hours pay, or in the case of an eight-hour shift, it is NOT the intent for the Contractor to obtain eight and one half (8-1/2) hours work coverage for eight (8) hours pay. Should circumstances require an employee not to have a meal period, then employees shall be allowed to take a break which enables them to have something to eat, in accordance with the Craft Employee Work Rules.

Any concerns over the interpretations pertaining to the intent of this Article shall be referred to the Interpretations Committee, as outlined in this Agreement.

SECTION 6: Should the current meal arrangements change; the parties will meet to discuss alternatives.

ARTICLE 23 **REPORTING POINTS AND TRANSPORTATION**

SECTION 1: All employees as directed by the Contractor, will report to the currently established reporting point on their own time. There will be no compensation paid for time spent by an employee to and from his currently established reporting points. Any changes to the currently established starting points will be made only by mutual agreement, by the Contractor and Union. In the event that a change of reporting point is not mutually agreed upon prior to the date, the employee will receive mileage to and from the original reporting point and a full day of pay at the applicable rate of pay.

SECTION 2: The Contractor will provide transportation to the Nellis Range Complex from the Greater Las Vegas area and return. The Contractor will provide transportation from the Nevada National Security Site entrance at Mercury, Nevada, from the Tonopah Test Range entrance, and certain other locations. Transportation will be provided at no cost to the employee.

SECTION 3: Employees who reside permanently in the communities of Alamo, Beatty, Caliente, Hiko, Indian Springs, Pahrump, Panaca, Pioche, Rachel, Tonopah, or other communities in the immediate surrounding area, and who daily utilize available Contractor-provided transportation from the Nevada National Security Site entrance, the Tonopah Test Range entrance, or another designated entrance shall be entitled to a daily site allowance of fifteen dollars (\$15.00) for each day Transportation is used. Those employees that reside in the above-named communities that do not have Contractor-provided transportation will also receive this allowance. No other employees are eligible to receive this site allowance.

SECTION 4: In the event that employees are required to work overtime and those employees are unable to utilize their normal source of transportation, the Contractor shall provide transportation

to the employees' normal transporting point.

SECTION 5: If an employee has to wait in excess of one hour for transportation pursuant to Section 4, that employee will be placed in pay status from the end of the work period until the transportation is provided unless the failure to provide transportation is beyond the control of the Contractor, including, but not limited to, testing activities, inclement weather, or equipment breakdown.

SECTION 6: In the event an employee is late for work due to delay or failure of Contractor provided transportation, the employee will be paid beginning at his/her regular starting time. If an Employee is unable to report to work due to the above, the employee shall be paid applicable show-up time provided he/she has made reasonable attempts to secure transportation from the Contractor.

SECTION 7: In the event there is any work beyond the present boundaries of the NTTR the Contractor agrees to provide transportation.

SECTION 8: Employees shall start and complete their shift at their original reporting point. If the Contractor causes the employee to complete their shift at a point further away from their original reporting point, they will be compensated at the applicable rate of pay until returned to the original reporting point. It is not the intent of this section to return an employee to their original reporting point if they are closer to their residence at the end of their shift.

SECTION 9: Should the current transportation arrangements change the parties will meet to discuss alternatives.

ARTICLE 24 **ALLOWANCES WHILE TRAVELING**

SECTION 1: Employees will be paid at their applicable rates for the hours specified while on Company-directed travel for training or special assignments:

If employees are in work status and travel status on the same day, and if both the hours worked and traveled are equal or exceed their basic workday, employees will be paid for both hours worked and traveled, less the distance of their normal commute and the time of their normal commute.

If employees are in work status and travel status on the same day, and if both the hours worked and traveled do not equal or exceed their basic workday, employees will be paid for their basic workday.

If employees are on travel status only on one of their regularly scheduled workdays, they will be paid for a basic workday.

If employees are on travel status on a day, which is not one of their regularly scheduled workdays, they will be paid at the applicable rate for their basic workday.

SECTION 2: When on company-directed travel or on special assignments, employees covered by this agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses. Should an employee prepay such expenses, the employee will be reimbursed in accordance with Company policy.

- Employees using their personal vehicle (POV) will be reimbursed for mileage, based on the current Conus rates for additional mileage outside their normal commute.

SECTION 3: Employees on Company directed travel will be paid per diem in accordance with the Joint Travel Regulations (JTR).

ARTICLE 25 **HOLIDAYS**

The following days are recognized as holidays for employees herein classified:

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

If any of the above holidays should fall on Saturday, the holiday shall be observed on the preceding Friday.

If any of the above holidays should fall on Sunday, the Monday following shall be observed as the legal holiday

No work shall be required on Labor Day, except in case of extreme emergency.

A Holiday shall be a twenty-four (24) hour period commencing at the beginning of the day shift on the day observed as the Holiday in accordance with the Shifts and Hours of Work Article of this Agreement. Work on such days shall be paid for at the holiday rate of pay.

ARTICLE 26 **OVERTIME**

Overtime is defined as all hours worked outside of an employee established shift.

SECTION 1: ONE AND ONE HALF TIME OVERTIME RATE - Overtime shall be paid at the rate of one and one half (1 ½ x) the straight-time hourly rate for the following:

- 1) FIVE DAY, EIGHT HOUR SHIFT:
 - a) The first two (2) hours worked in excess of the established shift.
 - b) The first ten (10) hours worked on Saturday.
- 2) FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):
 - a) The first ten (10) hours worked on Friday or Saturday.
- 3) FOUR DAY, TEN HOUR SHIFT (Tuesday through Friday)
 - a) The first ten (10) hours worked on Saturday.

SECTION 2: DOUBLE TIME OVERTIME RATE - Overtime shall be paid at the rate of double (two-times - 2x) the straight-time hourly rate for the following:

- 1) FIVE DAY, EIGHT HOUR SHIFT:
 - a) All hours worked in excess of ten (10) hours Monday through Saturday.
 - b) All hours worked on Sundays.
 - c) All hours worked on Holidays.
 - d) All hours worked through an established meal period.
- 2) FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):
 - a) All hours worked in excess of ten (10) hours Monday through Saturday.
 - b) All hours worked on Sundays.
 - c) All hours worked on Holidays.
 - d) All hours worked through an established meal period
- 3) FOUR DAY, TEN HOUR SHIFT (Tuesday through Friday):
 - a) All hours worked in excess of ten (10) hours Tuesday through Saturday.
 - b) All hours worked on Sundays.
 - c) All hours worked on Mondays.
 - d) All hours worked on Holidays.
 - e) All hours worked through an established meal period

SECTION 3: All overtime shall be paid in one half (1/2) hour increments. There shall be no pyramiding of overtime.

SECTION 4: REST PERIODS - In the event an Employee does not receive an eight (8) hour break between work periods, the employee shall remain in overtime status until he/she receives an eight (8) hour break. Employees shall not return without an eight (8) hour break, without management approval. Employees shall be paid straight-time for periods of earned rest during

their normal scheduled shift. No employee shall be disciplined for not reporting for his or her regular shift if it is determined to be a mandatory rest period.

SECTION 5: PRE-SHIFT OVERTIME - Employees required to work more than seven (7) hours of pre-shift overtime shall remain on the applicable overtime rate during their regularly scheduled shift.

SECTION 6: CALL-OUT PAY

- (a) A call-out prior to and continuous with the employee's normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.
- (b) A call-out that is not continuous to the employee's normally scheduled shift shall be paid for actual hours worked at the applicable overtime rate. For the purpose of this section, a scheduled shift is defined as a shift where the employee has been notified a minimum of twenty-four (24) hours prior to the beginning of the shift. An employee who is called out on a Government Down Day will be paid at one-and one-half times (1 ½) their hourly rate, unless it is a designated double time day.
- (c) Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.
- (d) If an Employee is contacted in their off-duty hours by an authorized representative of the Contractor, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours' pay at the straight time rate of pay.
- (e) If an employee is called out on a weekend to perform an emergency job, the employee's time will begin and end at the established transportation point. An Employee who is called out will be credited with travel time. For the purpose of this section, travel time is defined as: The point at which the employee picks up a Contractor vehicle and returns that vehicle to a Contractor compound or defined location.
- (f) Employees who scheduled to work on "Government Down Days" shall be paid at their normal rate of pay.

***INTENT:** If an Employee gets a minimum eight (8) hour break and is called out before the start of the next scheduled shift and is kept in a paid status, the call out period will be treated the same as pre-shift overtime. If the Employee is not kept in a paid status and there is less than eight (8) hours off before the Employee returns to

work at the beginning of their next regular shift, the Employee shall remain in overtime status until they receive an eight (8) hour rest period. If an Employee is called out before the start of their regular shift and is not kept in a paid status and there is less than eight (8) hours off before the Employee would normally return to work at the beginning of their next shift; The Contractor may direct the Employee to start work after they have had an eight (8) hour rest period with the understanding that their pay status would begin at their regular start time, provided that said shift would not be an overtime shift. Employee must report to work at the time designated by the Contractor.

There will be no staggering of start times.

ARTICLE 27

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

SECTION 1: The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with past practices as described in the ten volumes. Jurisdictional disputes will be settled in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor plan.

SECTION 2: All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Unions parties to this Agreement.

SECTION 3: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

SECTION 4: GUIDELINES FOR USE OF ECONOMY & EFFICIENCY

- (a) Economy and efficiency are of primary concern and are essential criteria in insuring a sustainable future for the NTTR.
- (b) There may be work assignments on a case-by-case situation wherein it is more economical or efficient to assign small portions of unforeseen, incidental work which is minor and insignificant to a craft already performing work in the area rather than stopping one craft from working to allow another craft to perform the incidental work which has historically belonged to them.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: A grievance shall be defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement, filed by an authorized Union Representative on behalf of the Union or an employee covered by this Agreement, alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above.

**NOTE:* It is the intent of the parties to resolve grievances at the earliest step of this grievance procedure and to utilize the Federal Mediation & Conciliation Service (FMCS) whenever possible to minimize the need and expense of arbitration.

SECTION 2: All grievances shall be handled in the following manner;

Step 1) All grievances must be filed within fourteen (14) calendar days after the grievance first arises. Grievances shall be referred to the appropriate Business Manager or his/her authorized representative and to the Employer's representative and the responsible Labor Relations Representative. If the grievance is not resolved with the supervisor within seven (7) calendar days, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has allegedly been violated, the facts surrounding the issue and the remedy sought and referred to Step 2 of the grievance procedure.

Step 2) The written grievance must be submitted within seven (7) calendar days after the conclusion of Step 1. The grievance shall be referred for resolution by the appropriate Business Manager or his/her authorized representative to the Employer's Labor Relations Director. A written response stating either the resolution and the reason(s) for same or the reason(s) for rejection will be required within seven (7) calendar days after receipt of the grievance in Step 2.

If a resolution is not reached in Step 2, the Grievance may, by mutual agreement between the Union and the employer, be submitted to Step 3 within seven (7) calendar days after receipt of the written response from Step 2. Otherwise the grievance shall be advanced to Step 4.

Step 3) Upon mutual agreement by both parties, the FMCS, may be asked to mediate the issue. If a resolution is not reached, then Step 4 of the grievance and arbitration procedure will be followed.

Step 4) If a grievance is not resolved at the conclusion of Step 2 or Step 3, the Union may request arbitration within twenty-one (21) calendar days by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within seven (7) calendar days after receipt of the notice to arbitrate, the Union will request from

the FMCS a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Employer striking one (1) name each from the list, in turn, until only one (1) name remains. This remaining individual shall be the Arbitrator of the grievance.

- a) The Arbitrator's decision shall be submitted in writing and shall be final and binding on all the parties to this Agreement. Nothing contained in this Agreement or any part thereof shall affect or apply to the Union in any action it may take against the Employer for failure to comply with any legally enforceable decision reached through arbitration.
- b) The arbitrator shall not have any authority to modify, amend, alter, add to, or subtract from any provisions of this Agreement.
- c) Upon availability of the FMCS Expedited Arbitration Procedure, the parties may agree to utilize, with mutual consent, the Expedited Arbitration process, on a case by case basis.
- d) The expense of arbitration, including the cost of the arbitrator, and all necessary expenses for the hearing of the case, shall be borne equally by the Employer and Union or Unions involved.

SECTION 3: A grievance shall be considered null and void if not filed by the Union in accordance with the time limitations set forth above, unless the parties involved mutually agree, in writing, to extend the prescribed time limitations. Except for the above referenced, mutually agreed to extension of time limitations, the arbitrator shall not have the authority to excuse a failure of either party to comply with the time limitations set forth above regardless of the reason given for such failure.

ARTICLE 29 **INTERPRETATIONS COMMITTEE**

It is agreed and understood between the Contractor and the signatory Unions to this Agreement, that an Interpretations Committee shall be established as an integral part of this Agreement.

The Interpretations Committee shall be a cooperative Labor-Management Committee composed of representatives or designees appointed by the Contractor and representatives or designees appointed by the Unions signatory to this Agreement. The Unions signatory to this Agreement and the Contractor shall each designate a co-chairperson for the committee.

Whenever possible, the representatives appointed to this committee must have participated in negotiating the Project Labor Agreement.

The responsibility of the Interpretations Committee shall be to address and document the meaning, intent and purpose of the Project Labor Agreement "boilerplate" contract language contained herein in a fair and consistent manner.

In the event a dispute arises over the meaning, intent or purpose of the “boilerplate” contract language, any party signatory to this Agreement may request an interpretation be rendered by this committee. The rules and procedures governing the Interpretations Committee shall be established by the committee representatives and once established, shall become a part of this Agreement, by this reference.

In the event the meaning, intent or purpose of any language contained in the individual Union(s) Appendix’ (s) questioned and a clarification is required, the parties involved in the negotiations of the Appendix Articles shall meet and issue, in writing, an interpretation regarding the meaning, intent and purpose of the language.

ARTICLE 30 **SICK LEAVE**

Effective October 1, 2018 and each year after for the remainder of this Agreement, sick leave hours will be accrued on a weekly basis of 1.08 hours per week to reach a total maximum each year of fifty-six (56) hours. Employees will be allowed to carry over all unused hours of sick leave, however will be capped at fifty-six (56) hours. No sick leave hours will be paid out upon termination.

The hours are to be used in accordance with the provisions of Executive Order 13706.

ARTICLE 31 **401(k) Plan**

Employees covered by this agreement may participate in Company specific 401(k) plans. As these plans are provided by outside vendors and/or Company-wide plans, the Company may find it necessary or desirable to amend, revise or replace some or all of these plans during the term of this Agreement. Should this occur, the Company will notify participating employees prior to such action and the Union(s) waives any right to bargain over any changes.

The Company does not provide additional benefits in the form of matching or discretionary contributions.

ARTICLE 32
TERM OF AGREEMENT

SECTION 1: This Agreement shall be effective as approved by the signatory Unions hereto at 12:01 a.m. 1st day of October 2018 and remain in full force and effect from year to year thereafter, until midnight, September 30, 2023.

SECTION 2: Either the Union(s) or the Contractor signatory hereto desiring to change or terminate this Agreement must notify the other parties at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement.

If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to the expiration date, the Agreement shall continue binding on a day to day basis until a new Agreement is established. Either party may treat this collective bargaining Agreement as canceled after the expiration date by giving written notice of such intent to the other party.

SECTION 3: This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.