

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NCS/EML JOINT VENTURE

AND

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 222**

EFFECTIVE

SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2024

UTAH CFM

CONTRACT#47PJ0017D006

SALT LAKE CITY, PROVO, OGDEN

ARTICLE 1: PARTIES, PURPOSE, CONSIDERATION

Section 1.01 This Agreement is entered into as of this 1st day of August 2021 between NCS/EML Joint Venture (hereinafter referred to as the "Employer") and The International Brotherhood of Teamsters, Local 222 (hereinafter referred to as the "Union").

Section 1.02 Whereas, the parties hereto desire to establish equitable and peaceful resolution of differences; rates of pay; hours of work and other conditions of employment under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for harmonious cooperation and mutual benefits. In the true interest of employee and organizational prosperity, the International Brotherhood of Teamsters, Local 222 and NCS/EML Joint Venture have committed themselves to a partnership alliance that is fully committed to customer goals and objectives.

Section 1.03 Now, therefore, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound, thereby, the parties agree to and with each other as follows:

ARTICLE 2: RECOGNITION

Section 2.01 The Employer hereby recognizes the Union as the sole and exclusive representative of those persons employed by the Employer within the appropriate unit certified by the employees employed by the Employer for Utah CFM in the Salt Lake City, Ogden, and Provo areas on contract #47PJ0017D0006.

Section 2.02 The Employer hereby recognizes the Union as the sole and exclusive representative of those persons employed by the Employer within the appropriate unit certified by the Recognition Agreement between the parties dated August 1, 2021. Said unit is defined as follows: All non-management employees employed by the Employer holding positions in maintenance, custodial, service, and plant operations assigned to the contract.

Excluding: all professional employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

In this Agreement, whenever a masculine pronoun or the singular or plural forms of "man" are used, it is understood that such references are meant to have equal application to all employees covered by this Agreement, male or female.

ARTICLE 3: AGREEMENT AGAINST STRIKES AND LOCKOUTS

Section 3.01 The Employer agrees that there will be no lockout during the term of this Agreement.

Section 3.02 The Union agrees that there will be no strike during the term of this Agreement

ARTICLE 4: NON-DISCRIMINATION

Section 4.01 The employer agrees to comply with all Federal and State laws prohibiting discrimination on the basis of any legally protected class.

ARTICLE 5: MANAGEMENT RIGHTS

Section 5.01 The Employer has and will retain the full right of ownership and management in the direction of its operations. The rights of management include, but are not limited to, the right to plan, direct, control, increase or decrease its operations, work performed in facilities owned or assigned to it, and the work force itself; to make work assignments to schedule hours of work or shifts; to negotiate to add or remove job classifications and changes to existing classifications and place them within the wage structure; to introduce new methods, technology, machinery, processes, or production/service techniques; to utilize suppliers and subcontractors; to determine who it shall hire and the number of employees it shall employ; to lay off for lack of work or other legitimate reasons; to establish and enforce reasonable policies and procedures not in conflict with this Agreement; to discipline and discharge employees for just cause; to determine and enforce reasonable policies affecting safety and operations in accordance with efficient and economic operations; to sell, liquidate, or consolidate any and all of its operations.

Section 5.02 It is understood and agreed that the reserved rights of management, examples of which are set forth in the paragraph above, shall be interpreted in their broadest scope and shall be deemed only to be limited by express provisions of this Agreement and not by implication or construction. Failure on the part of the Employer to exercise any right hereby reserved to it shall not be deemed a waiver of its right to

exercise such right or rights. The exercise of such rights by the Employer shall not preclude employees or the Union from filing grievances in accordance with Article 14 of this Agreement should the exercise of such rights have the consequence of violating express provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or change any terms of this agreement.

ARTICLE 6: SCOPE

Section 6.01 The earning power of bargaining unit employees on active payroll status for contract # 47PJ0017D0006 will not be diminished as a result of non-bargaining unit employees of the Employer performing work customarily performed by bargaining unit employees. No member of a firm (Employer), Supervisor, his representative or non-bargaining unit workers shall perform any manual work except:

- Temporary fill-in for absences, vacation, personal and sick time off
- Emergencies
- For work that is beyond the technical expertise of the bargaining unit employees

Section 6.02 Nothing contained in this Agreement shall impair the right of the Employer to employ new employees to meet work requirements generated by additional workloads, special projects directed by the Government, or to provide replacement for employees on any type of authorized absence. The employer agrees to notify the Union of its intention to hire new employees in advance, internal candidates will be given priority within the first seven (7) days of posting. New or Replacement employees will be compensated as set forth In Appendix A. New or replacement employees shall meet all qualifications for the position which they are employed to perform.

Section 6.03 It is recognized that vacancies can occur or additional positions be authorized by the employer for full time positions. When such occurs, any length of service in a probationary position shall be included in the computation of seniority provided the probationary employment was contiguous to the appointment to permanent position.

Section 6.04 All new employees shall be considered probationary employees until they have completed ninety (90) calendar days of employment. Upon successful completion of the ninety (90) day probationary period, an employee's seniority shall date back to his most recent date of hire. The Employer shall be the sole and exclusive judge in deciding whether to continue such an employee's employment. It is recognized by the parties to this Agreement that the probationary period is part of the Employer's employee selection process, and the assignment or retention of any probationary employee shall be solely at

the Employer's discretion. Such action will not be subject to the Grievance and Arbitration Procedure, Article 14.

ARTICLE 7: UNION REPRESENTATIVE VISITS

Section 7.01 Union Officials shall have the right to enter the premises to satisfy themselves that this Agreement is being observed. If an escort is required, a shop steward or other

Union Representative shall be designated by the visiting Union Official for the visit. The parties recognize work situations could arise that makes the immediate release of a Steward or Representative prohibitive.

ARTICLE 8: STEWARDS

Section 8.01 The Employer recognizes the right of the Union to appoint Two (2) Shop Stewards. The Union agrees that it should promptly notify the Employer in writing of the individuals appointed as stewards. The Union will also notify the Employer of any changes in these matters.-

Section 8.02 The duties of the steward shall be the transmission of messages and information authorized by the Union; and the investigation and presentation of grievances expeditiously.

ARTICLE 9: DUES AND FEES

Section 9.01 In accordance with this Article, employees covered by this Agreement shall provide written authorization on forms provided by the Union and the Employer shall deduct from the pay due such employee those dues set forth as the employee's membership dues in the Union and/or representation fees for the Union.

Section 9.02 Such order shall be effective only as to membership dues or representation fees becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Section 9.03 The Employer shall submit to the Union, by the 20th of the following month, all dues and fees withheld the previous month. A listing of all employees having such deductions will likewise be submitted.

Section 9.04 The Union agrees to defend and indemnify and hold the Employer harmless from and against all claims, suits, liabilities, actions, costs and expenses in any manner arising out of or connected with action taken by Employer pursuant to the provisions of this Article.

ARTICLE 10: SAFETY

Section 10.01 Every safety precaution should be taken to prevent job related injuries and illnesses. Any employee who believes an environmental, safety, or health violation exists that poses potential imminent danger or physical harm may cause a work stoppage. It is the Company's responsibility to train employees on the content of their safety and health policies, as well as when the safety and health policies are amended.

Section 10.02 When an accident occurs, it will be thoroughly investigated by management and the Chief Steward. The results of this accident investigation shall be submitted in writing to the proper Union and Employer representatives with recommended steps taken to prevent reoccurrence.

The Employer shall follow all reporting required by OSHA regarding work place accidents/injuries.

Section 10.03 Any employee found not following safety rules shall be disciplined in accordance with the terms outlined in this agreement.

Section 10.04 Any findings and or disciplinary actions that come from these investigations are subject to the Grievance and Arbitration process in Article 14.

ARTICLE 11: SENIORITY

Section 11.01 Seniority means an employee's length of continuous service with the Employer, or with a predecessor contractor at the locations covered by this agreement.

Section 11.02 In the event two employees have the same original date of employment and a conflict arises; every effort will be used to resolve the conflict by agreement between all parties involved and the shop steward. If such agreement cannot be reached by the parties involved, seniority will be determined by the Union Business Agent in the fairest way possible.

Section 11.03 Unless otherwise indicated, in all applications of seniority under this Agreement where present required qualifications are determined by this Agreement to be sufficient to meet the requirements of the available work, seniority shall be the determining factor.

Section 11.04 In addition to other reasons which may be referenced elsewhere in this Agreement, seniority and the employment relationship shall be broken and terminated when an employee:

- Quits;
- Retires;
- Is discharged for just cause;
- Is absent for three (3) consecutive working days without notifying the Employer, unless the reason for failure to notify the Employer is because of a proven physical disability or act of God;
- Fails to return to work within five (5) working days of receipt of notice of recall from layoff;
- Is on continuous layoff for a period of 366 days;
- Fails to notify the Employer no later than ten (10) working days prior to the end of an extended leave of absence of his desire to be reinstated, or fails to report to work at the termination of any leave of absence, unless in either case he is prohibited by an emergency which is properly reported;
- Accepts other employment while on leave of absence, except a position with the Union.

Section 11.05 It is the responsibility of all employees to notify the Employer, in writing, of any change in address or telephone number. The failure of the employee to act to ensure that such information is current shall remove from the Employer any and all liability under this Agreement in matters wherein such information is integral to the fulfillment of the Employer obligation or responsibility.

Section 11.06 The initial seniority listing will be prepared by the Employer upon execution of this Agreement. Employees will have thirty (30) calendar days to object to posted seniority dates. The Employer will update the seniority listing every year thereafter. A copy will be forwarded to the Union. A hiring and termination report of Bargaining Unit employees will be provided to the Union Business Agent's office at the time an employee is hired or terminated.

ARTICLE 12: PROMOTIONS AND TRANSFERS

Section 12.01 It is recognized by both parties that vacancies will occur from time to time. Before new employees are hired to fill new or existing positions, the Employer shall transfer or promote from within the bargaining unit if employees having the required qualifications to perform the work that is available. Such will be accomplished through job posting. When a vacancy occurs, the job will be posted on all bulletin boards accessible to the employees. Job bidding shall be in effect for seven (7) days from the date of the posting. Should a posting be delayed being delivered to all reporting areas, the seven (7) days job

bidding will be extended by the number of days it was delayed. The Employer will be responsible to date the announcement on the day of posting. The posting will specify the position, wage rate, required qualifications, location assignment, shift, and date available.

Employees interested in applying for the position must complete the internal application process within seven (7) days from the date of the posting. A copy of the posting shall be provided to the Chief Steward at the same time as the posting.

Jobs will remain posted until filled or cancelled.

Section 12.02 Unsuccessful applicants and the Business Agent will be notified of the reason they were not awarded the job within five (5) working days of the award of the job. The Employer will consider all eligible employees who have completed the internal application process for the position and have met the minimum qualifications / requirements posted.

Section 12.03 Any employee who is promoted shall be required to stay on that position for a period of six (6) months and during this time, any bid he places upon another job shall be given consideration by the Employer only after all other internal applicants have been rejected.

Section 12.04 If a job is not filled with an internal candidate as provided in this Article, nothing herein shall prohibit the employer from filling an opening from any source, including hiring from the outside, provided the same qualification requirements are met or are exceeded by the new hire. Nothing contained in this Agreement shall require the Employer to fill any opening at all. In the event the Employer posts a job for bid but thereafter determines that it does not wish to fill the job, a notice will be placed on appropriate bulletin boards indicating same.

Section 12.05 In consideration for any promotion or lateral transfer, the most senior person expressing interest will be selected, provided the employee possesses the required qualifications.

Section 12.06 Lead Positions: It is the role of management to select employees to lead positions.

Lead persons shall be qualified to perform any of the duties for which they are responsible for in their own craft, in order that they may train any employee coming into their section/department and lead employees in their assignment of work, as instructed by their supervisors.

Lead persons are not empowered to hire, fire, suspend or discipline, or recommend discipline for any employee. Lead persons are simply to carry out instructions as directed by their supervisors and report any problems they incur. In the absence of the Supervisor, the Lead person will be responsible for continuing the established day to day operations; give oversight to the work of the employees; keeping records of service calls; and coordination of subcontractor work.

Lead persons assigned to a specific function within a department shall be paid in accordance with the scheduled wage rate.

Section 12.07 Pay rates for new or revised occupational classifications: In the event, the Employer establishes a new or revised occupational classification in the bargaining unit; the pay rate applicable shall be determined by negotiation between the Employer and the Union. Operations shall not be delayed through failure to immediately agree upon salary rate applicable to any such occupational classification. In such cases, pending the results of negotiations, the Employer will establish the new or revised occupational classification and the Employer-proposed pay rate applicable thereto and shall place such occupational classification and such pay rate into effect. Negotiated rates finally established which are higher than the Employer proposed rate will be paid retroactive to the date of the start of the occupational classification.

If negotiations fail to produce an agreed upon wage rate, the dispute may be submitted to arbitration under provisions of Step 4 of the Grievance and Arbitration procedure provided herein in Article 14. Any agreement on a new wage rate for such classification, or the arbitrator's decision on such rate, will be effective as of the date the employee began performing work in the new classification.

The Parties agree that in all occupations, the major duties and task performed by an employee shall determine the Job Title. It is further agreed by the Parties that there will be no artificial subdividing, or splitting of occupational classifications, to purposely arrive at a lower rate of pay.

Section 12.08 Each newly hired, promoted, or employee transferred from an out of town site, holds a job on a probationary basis. They are subject to a 90-day evaluation period to evaluate skills, capabilities, and suitability for the position.

ARTICLE 13: LAYOFF AND RECALL

Section 13.01 The Union recognizes the right of management to layoff or to reduce the hours of work for legitimate business necessities. The Employer will make notification to

the Union of layoffs in written form two weeks prior to the effective date of the layoff unless such layoffs are directed by the customer without prior notice or on such short notice as to make two weeks' notice infeasible. The notification will specify the classifications, which will be affected by such action. Such notification will likewise be presented to the affected employee.

Section 13.02 When a layoff or reduction in hours occurs, the following general rules shall apply:

- Lay off or reduction in hours shall be by classification affected by the layoff.
- Employees within the layoff classification shall be laid off the least senior employee being laid off first; provided the more senior employee in the same classification possesses the necessary qualification and ability to perform the work.

Section 13.03 Employees affected by a layoff under the foregoing may exercise seniority rights as follows:

- Displace the least senior employee in a lower or lateral classification provided they maintain a greater seniority and are qualified to perform the work of the employee being displaced.
- Employees exercising seniority rights must notify the employer in writing of their intention to exercise their seniority rights within five (5) calendar days of the notification to the employee.

- No employee will have the right to displace an employee in a higher rated classification than they are assigned at the time of the layoff, unless such employee had previously held such position.

Section 13.04 Employees shall be recalled back to work from layoff in reverse order of layoff provided that in each case the employee, possess the required qualifications to perform the available work without training or break-in.

Section 13.05 Recall of employees from layoff shall be conducted in the following manner:

Notice of recall shall be mailed to the laid-off employee and the Union by certified mail, return receipt requested, sent to the last address provided the Employer by the employee;

The notified employee shall advise the Employer and the Union within five (5) working days of receipt of the notice of his desire to return to work, and shall report to work within ten (10) working days of receipt of the notice;

The failure of a recalled employee to take either step required in Paragraph B above shall result in termination of seniority and the employment relationship provided such recall is for same classification the employee held at time of layoff.

Section 13.06 Any dispute over the application of this Article will be subject to the Grievance and Arbitration Procedures.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURES

Section 14.01 The Union and Company's goal is to maintain a harmonious working environment. The importance of achieving this goal cannot be overemphasized. While it is true we cannot control many of the external factors, which affect the employer/employee relationship, there are significant internal factors over which we do have control. Preservation of employment stability depends on open communication. We strive to use common sense and good judgment, treat employees fairly, and act with discretion. Employees help to ensure that we enjoy sound relations by quickly alerting us to potential problems.

Employees have the freedom of sharing their job concerns, seeking information, providing input, and resolving problems/issues through their immediate supervisor or

manager. It is the employee's responsibility to report all infractions of our policies. Employees are expected to alert management to any actions affecting our Company's reputation and/or activities that conflict with the interests of the Company or with the interests of its customers. Additionally, employees are encouraged to report any suspected discrimination, including, but not limited to, based on race, color, religion, sex, national origin, age, marital status, citizenship status, disability or veteran status.

Section 14.02 Managers and supervisors are required not only to listen to employee concerns and encourage input, but also to sincerely seek solutions to all job-related problems/issues. The employee initiates the procedure by contacting their immediate supervisor or manager, who will attempt to resolve a question or problem within five (5) working days of the time it is brought to his/her attention.

For purpose of this Agreement, the term grievance means any dispute between an employee and the Employer or between the Union and the Employer as to the application or interpretation of the terms of this Agreement. An employee who desires to use the grievance procedures must be represented by the Union.

Any grievance not presented to the Supervisor within Five (5) working days following the date the Employee could have reasonably expected to be aware of the incident giving rise to their grievance shall be deemed waived.

Section 14.03 Should a grievance not be resolved in discussions between the aggrieved employee and his immediate supervisor within five (5) working days, the grievance shall be reduced to writing by the Union.

Formal adjustment of grievances properly reduced to writing will be attempted utilizing the following steps: (Union and Management Representatives must initial and date grievances during each step when provided/received.)

- STEP ONE: Within five (5) working days of the day when the occurrence giving rise to the grievance first comes to the attention of the aggrieved employee (or should have come to his attention through exercise of reasonable diligence), the written grievance will be presented to the Project Manager by the Union. Failure to timely present a grievance will result in the grievance being deemed resolved in the Employer's favor.

- STEP TWO: Within five (5) working days after receipt of the written grievance, the Project Manager will conduct a meeting with the grievant and appropriate Union Representative and such other persons as the parties deems necessary for discussing the grievance. Within five (5) working days from the date of this meeting, the Project Manager will present the Union with a written response either denying or granting the grievance. Failure to timely present a written response to a grievance will result in the grievance being deemed resolved in the Union's favor.
- STEP THREE: Within ten (10) working days of receipt of the Project Manager's written response, the Union Business Agent, if it wishes to pursue a grievance which has been denied, may request a conference call with the Director of Human Resources to discuss the grievance further. This request must be in writing and must set forth the specific reason the Project Manager's response did not resolve the grievance. The failure to submit a timely written request will result in the grievance being deemed resolved in the Employer's favor. Within ten (10) working days from the day of the meeting/conference call, the Director of Human Resources will present the Union with a written response either granting or denying the grievance. Failure to timely present a written response will result in the grievance being deemed resolved in the Union's favor. All concerned will exercise reasonable efforts to conduct the meeting/conference call within five days (5) of the request.
- STEP FOUR: If the Step Three response fails to produce a satisfactory resolution of the grievance, the Union may, within thirty-one (31) calendar days of the response notify the Employer of its intention to refer the matter to arbitration. This notification must be in writing. The failure of the Union to timely indicate its intention to refer the matter to arbitration shall result in the grievance being deemed resolved in the Employer's favor. If properly notified by the Union of its intention to refer the matter to arbitration, the Employer and Union shall request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators. The Employer or Union may reject the entire panel of arbitrators. In such case, a joint request will be made to the FMCS for another panel. The parties shall alternately strike a name from the appropriate panel until only one remains and that person shall be notified by the Employer and the Union that he/she has been designated as the arbitrator. The parties shall endeavor to select an Arbitrator

in the described manner within ten (10) working days of the common date of receipt/possession of the appropriate panel.

Section 14.04 The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of the provisions of the Agreement, including the intent of the parties regarding same. No other matter shall be subject to arbitration. No arbitrator shall have the authority to add to, take from, nullify or modify any terms of this Agreement and insofar as the award of the arbitrator is consistent with this principle such award shall be final and binding on the parties. The award of the arbitrator shall be in writing and shall be rendered within 30 days of the hearing unless both parties agree to an extension.

Section 14.05 The losing party of any Arbitration shall be responsible for all expenses and fees of the arbitrator selected under this Article. The losing party shall also be responsible for any expenses incurred in acquiring a room or facility used in arbitration hearings. The losing party shall bear the responsibility for all expenses of preparing and presenting its own case, and the case of the successful party.

Section 14.06 Any time limit contained in the grievance procedure herein above (e.g., related to the filing of a grievance, the holding of a meeting, or the filing of a response) may be extended by the parties through agreement.

Section 14.07 The investigation and reduction to writing of grievances shall be engaged in by both employees and Union Steward during working time. The presentation of a

grievance referenced in Step One of the Grievance Procedure and the meetings referenced in Grievance Steps Two and Three will occur during regular working hours at no loss of the appropriate rate of pay for that time period for the participants.

Section 14.08 The Employer will allow Union Steward sufficient time for investigation and reduction to writing of grievances. Prior to leaving his assigned work area the Union steward/employee will inform and coordinate with his immediate supervisor.

There will be no retaliatory measures taken against any employee who makes a complaint of, or gives information concerning any job-related issue or problem. Each reported incident will be investigated and appropriate action will be taken.

ARTICLE 15: DISCIPLINE AND DISCHARGE

Section 15.01 The employer shall have the right to establish, maintain and enforce Work Rules and Disciplinary Procedures, and other regulations to assure order and safe

Company operations, it being understood and agreed that such Work Rules and Disciplinary Procedures shall not be inconsistent or in conflict with any specific provision of this agreement.

The parties agree that the objective of discipline is to correct and improve Employee behavior to promote efficiency in the work place. The Parties further agree to the use of "Progressive Discipline", and that disciplinary actions shall only be taken for just cause. The Parties further agree that for discipline to be effective it must be timely. To be considered timely, the Employer shall notify and disclose in writing, any proposed written letters for Disciplinary Actions within ten (10) working days after a completed investigation of the violation or first knowledge of the proposed infraction, offense or incident given cause for such actions.

During any investigatory interview of an employee related to a breach of work rules, an employee will be permitted the opportunity to have the Union Steward (or an available alternate) present if, because of such interview, it is possible that the interviewed employee might receive discipline. Also, an employee will be entitled to such representation during a meeting in which discipline is to be administered to him.

Section 15.02 The Business Agent and the Chief Steward shall be sent a written notice of any disciplinary action or measure imposed upon an employee at the time such action is taken. The employee will receive a copy of the disciplinary action at the time discipline is imposed.

Copies of all documents which were relied upon to support the reasons for any of the above actions shall be provided to the Employee or their Representative upon request.

The details, applicable regulations and severity of apparently similar situations often differ and as such so will the penalty.

The following is a list, though not all inclusive, of examples where no warning notices need to be given to an employee before he/she is discharged or suspended:

- Calling an unauthorized strike or walkout;
- Being under the influence of alcohol or drugs during working hours;
- Proven theft or dishonesty;
- Willful destruction of Employer property;
- Deliberate refusal of an employee to do a job assignment, which does not place the employee in danger of physical harm;
- Gross negligence;

- Government requesting that Employee be taken off project;
- Fighting;
- Any refusal to submit to drug and/or alcohol testing will be grounds for immediate termination;
- Failure to achieve customer required security clearance(s).

Section 15.03 In cases where progressive discipline is appropriate the following steps will apply:

A Verbal Warning may be given for initial violations. The manager meets with the employee along with the shop steward to issue the Verbal Warning and explains the reason for the Warning. The manager then notes that further disciplinary procedures up to and including termination can result if violations continue to occur. A record is prepared for retention in the employee's Personnel File and a copy forwarded to the Local Union Business Agent's Office.

A Written Reprimand may be given for any subsequent violation(s) preceded by a Verbal Warning. The manager meets with the employee along with the Chief Steward and explains the reason for the Written Reprimand. The manager and employee will then clarify that, if any further violations occur, disciplinary action up to and including termination can result. The employee may request a copy of the Written Reprimand and the original is retained in the Personnel File, with a copy forwarded to the Local Union Business Agent.

Suspension or 90-Day Probation may be given as a third measure. A 90-Day Probation occurs when management weighs the seriousness of the employee's violation(s) and deems

the Probation a necessary part of the employee's progressive disciplinary process. Management agrees to involve and consider input from the shop steward when determining disciplinary 90-day Probation. While under a 90-Day Probation, the employee continues to work and is authorized to receive their full pay and benefits for work performed. Recurrence of any like offense, during the actual period of Probation, will result in immediate termination. A copy of the notification of assignment to any probation period will be forwarded to the Local Union Business Agent.

Termination: Except as provided above, termination may occur for a violation, for continued violations after a Written Reprimand has been given and the employee continues to fail to show the required improvement in their performance. Termination requires just cause. The Chief Steward is to be informed of any such decision prior to the employer sending a letter of termination to the employee, a copy of the letter is retained

in the employee's Personnel File and a copy is forwarded to the Local Union Business Agent.

The Employer will only consider prior infractions/written reprimands that occurred during the previous one (1) year. Copies of all materials relied upon to support the reasons for any of the above actions shall be provided to the Employee or their Representative upon request.

Section 15.04 Drug and Alcohol Testing: The Company and the Union agree to work toward the goal of establishing a work force that is free of drug abuse and alcohol abuse. Both are committed to foster safety, productivity, and compliance with the Drug-Free Work Place Act of 1988 and applicable Federal and State laws, statutes and regulations. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, or being under the influence of any such controlled substance, is strictly prohibited.

Employer may require any employee to undergo urinalysis or other drug or alcohol screening in any of the following circumstances: Pre-Employment Drug Screening; whenever Employer suspects or has reason to believe that an employee's work performance or on-the-job behavior may have been affected in any way by drugs or alcohol; When an employee is involved in, causes or contributes to a workplace or other on-the-job accident or potential accident in which personal injuries or property damage occur or the potential for personal injury or property damage existed, even if the employee does not exhibit observable symptoms of being under the influence; when required by its contracts with its customers; at random, periodically and at unannounced times; and/or As part of a blanket test of all or any portion of Employer's employees.

When the employee is notified of being selected for drug testing, they will be offered union representation by a steward prior to and during the actual sample gathering process. The

Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a federally approved testing laboratory.

Employees may also be sampled for alcohol and drug use upon reasonable suspicion, random testing and work-related accidents or injuries.

ARTICLE 16: HOURS OF WORK

Section 16.01 The sole purpose of this Article is to provide a basis for the computation of time, overtime and other premium wages, and nothing contained in the Agreement shall

be construed as a guarantee or a commitment by the employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The employer retains the right to schedule more or less hours of work that are normally scheduled in the standard workday or workweek that is necessary to provide the services required under the Employer's contract with the Government.

Regular schedules will be determined by the Employer. Should the Government directly, or indirectly through modified work requirements, require the Employer to start a shift outside the usually regular scheduled periods, the parties recognize that the Employer will have to comply. The hours worked per day and the days per week shall be consecutive.

Employer shall have the right to institute the use of timecards and a time clock for employees punching in and out for all shift and regular shift lunch periods.

Section 16.02 There shall be one (1) specified meal period of one (1/2) hour for the shift normally to be taken half way through the designated shift. If an emergency arises, the Supervisor has the right to advance or retard the lunch period time schedule one hour.

For Employees scheduled for 40 hour work weeks, they shall be allowed to take two (2) fifteen (15) minute paid rest periods during their shift, one in the morning and the other in the afternoon. The timing for these rest periods will be determined by the Employer. Employees shall be allowed to take their rest periods in the nearest geographical work area that will provide them an opportunity to use restroom facilities and to obtain refreshments. Rest and lunch periods for Employees working less than 40 hours per week will be determined by the Employer.

Section 16.03 All work performed over forty (40) working hours in a workweek shall be paid for at one and one-half times the straight time rate of pay. The work week is established as the 7 consecutive days from Sunday through Saturday.

All work performed on Holidays (as described in this agreement) or days celebrated as such shall be paid for at one and one-half times the straight time rate of pay, in addition to receiving the agreed upon holiday pay for that day. Not to be pyramided with any other Overtime Pay.

Section 16.04 All Employees regularly scheduled for less than 30 hours per week will be considered Part Time. Any paid time off benefit (i.e., Holidays, Vacation, etc.) will accrue on a pro-rated basis equivalent to their usual hours worked. Since Part Time employees are not eligible to participate in the company's group health plan, all H&W benefits will be deferred to the Employer's 401k plan.

Section 16.05 When an employee is required and designated by management to be on standby, the employee shall be compensated at five percent (5%) of the applicable

straight-time rate of pay for the period required to be on standby. At all times while on standby, the employee must remain fit for duty and report within two (2) hours of notification by phone to report to work. If called in to report for work, a minimum of four (4) hours of pay will be paid for any work physically performed. If called in to report for work, a minimum of two (2) hours of pay will be paid for any work electronically performed. If the situation puts the associate in overtime (work performed over 40 hrs. as outlined in article 16.03) during a pay period we will pay OT. Outside of that no OT.

ARTICLE 17: VACATION

Section 17.01 Upon hire, the Employee shall accrue paid Vacation based on the Employee's length of service, as described in this section. The established Anniversary Date for purposes of this section is the Employee's date of hire with the Employer or a predecessor contractor at these facilities. Accrual is credited as shown:

- Upon initial employment with the company, through the completion of 5 years = 0.4167 days of Vacation per semi-monthly pay period.
- At the start of the 6th year of service through the completion of 15 years of service = 0.6250 days of Vacation per semi-monthly pay period.
- At the start of the 16th year of service = 0.8333 days of Vacation per semi-monthly pay period.

Section 17.02 Vacation time shall be requested at the sole discretion of the employee and it shall be management's sole responsibility to fill the shift vacancies caused by employees taking vacation. Both parties to this agreement agree that every effort should be made by employees to use their vacation time on an annual basis. No more than 40 hours of accrued vacation time may be carried over to the next year. Any disputes shall be resolved through the grievance process.

Section 17.03 The Company will determine the number of employees by work center and classification who, based on program requirements, may be granted vacation during the one (1) year vacation period beginning September 1st each year. During the first full week of August each year the company will establish a bid period for requesting vacation. Employees may submit requests for vacation for September 1 through August 31. During the second week of August, the Company will approve/disapprove vacation under this paragraph. Once the schedule is approved by the Company, the scheduled vacation cannot be changed without approval of the employee(s) affected.

For vacation requested outside the bid period, employees will request vacation on a Company provided request form at least seven (7) days in advance. If two or more employees in the same classification request vacation for the same time period, every attempt to resolve conflicts shall be made, if a conflict still remains the local Union Business Agent will assist in resolving the conflicts. Vacation will be approved or disapproved within two (2) business days of receipt of such request. Scheduling of vacation shall be done in a manner consistent with the Company's operational requirements. Waiver of the seven (7) day advance notice for unforeseen circumstances shall not be unreasonably denied. Once vacation is approved by the Company, it cannot be changed unless mutually agreed between the employee (s) and the Company.

Section 17.04 An employee whose employment is terminated before the end of the contract shall be paid for the unused balance of vacation.

Section 17.05 Leave without pay may be granted at the employer's sole discretion, provided all other paid time off has first been exhausted. Leave without pay taken without prior authorization from management will be grounds for disciplinary action.

Section 17.06 No more than 40 hours of vacation will be allowed to carry over from year to year.

Section 17.07 At the end of contract #47PJ0017D0006 the employer will not be responsible for any remaining balances of Vacation for any Employee. All unused balances of Vacation will be forfeited with the exception of any Vacation time denied or not allowed by the Company.

ARTICLE 18: HOLIDAYS

Section 18.01 The following days shall be recognized as holidays each year for all employees.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Good Friday
- Any Presidentially Proclaimed Holidays

Section 18.02 It is understood by the parties that the dates of holiday observance must coordinate with the schedule established by GSA contract.

Section 18.03 A bulletin for general circulation is to be prepared by the Employer at the beginning of each contract year designating the precise date each holiday will be observed. This bulletin shall be posted on all Union boards.

Section 18.04 An employee who is not scheduled to work on a holiday or the day observed as a holiday shall receive holiday pay equivalent to their usually scheduled hours of work at their scheduled straight time rate.

Section 18.05 An employee required to work on a designated holiday will receive the holiday pay in addition to one and one-half times regular rate for all hours worked on that day.

Section 18.06 If a holiday, or the day observed, occurs during the scheduled vacation of an employee, the holiday and the holiday pay shall not be subtracted from the employee's vacation entitlement.

ARTICLE 19: LEAVES OF ABSENCE

Section 19.01 Leave of Absence: Upon written request to his/her Supervisor, an employee may be granted a Leave of Absence, without pay, for a period not to exceed fifteen (15) consecutive work days. The request should state the length of Leave being requested, anticipated date of return to work, and reason for the leave. Approval of a Leave of Absence under this section is in the discretion of the Employer, except when the leave is made under

the provisions of "The Family and Medical Leave Act." Employees who cannot return to work on the agreed return date must notify the Employer as far in advance as possible but at least one (1) week in advance and must submit a written request to extend their Leave. The request should state length of extension, date of return, and reason.

If employee does not return to work following Leave of Absence, employee's termination date will be effective the date the Leave of Absence commenced.

Upon return to work from Leave of Absence, employee will be reinstated on active payroll and in all employee benefits. If no position is immediately available, the provisions of Article 13 will apply.

Employer shall have the option to temporarily fill the position of Employees that are on Leave of Absence.

Section 19.02 Military Leave: Military leaves of absence will be granted in accordance with existing law. Employer shall have the option to temporarily fill the position of Employees that are on Military Leave.

Section 19.03 Union Business: Upon written notice of three (3) working days in advance from the Business Representative to the Employer, the Employer will grant Leave Without Pay to designated employee(s) serving on Union Business.

Section 19.04 Employer agrees to comply with all components of the Family Medical Leave Act.

Note: Other than Military leave, no leave without pay will be granted until all vacation and personal time is exhausted.

ARTICLE 20: EMPLOYEE FACILITIES/EQUIPMENT AND ACCOMMODATIONS

Section 20.01 BULLETIN BOARDS: The Employer shall provide bulletin board for use of the Union for the posting of notices of meetings, bulletins and other Union matters.

Section 20.02 Safety Shoes: The Employer will pay up to \$100 per employee per year toward appropriate Safety shoes for employees required to wear them in the performance of their respective safety sensitive jobs. To receive reimbursement, the employee must first request authorization from their immediate supervisor. Reimbursement shall be provided by the Company within thirty (30) days of presentation of the receipt to the Project Manager.

Section 20.03 Uniforms are to be provided by the Employer. It is agreed that the Employer shall provide uniform sets to the Employees. It is further agreed that the Employer shall provide reasonable replacements of damaged or deteriorated uniform sets as needed.

Section 20.04 The employer agrees to purchase and provide employees with all PPE as protective gear to perform tasks required.

Section 20.05 Use of personal vehicles for company business is strictly prohibited.

ARTICLE 21: WAGE BENEFITS

Section 21.01 The Employer will offer Direct Deposit and all employees will be encouraged to take advantage of the option to have their pay deposited into a financial institution of their choosing.

Current pay dates are the 10th and the 25th, Hours worked the 1st thru the 15th will be paid on the 25th and hours worked from the 16th thru the end of the month will be paid on the 10th of the following month. If the pay date falls on a weekend or holiday the pay date will be the prior business day.

Employer reserves the right to modify the pay cycle with prior notification to the Union.

Section 21.02 Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix "A", which are attached hereto and by this reference made apart hereto.

ARTICLE 22: FRINGE BENEFITS

Section 22.01 The Employer and the Union agree that health care benefits for all bargaining unit members will be made available through an Employer sponsored plan.

Section 22.02 Bereavement Leave: An employee shall be granted Bereavement Leave up to three (3) work days, with pay, in the case of the death of an immediate family member and (1) day off for the death of an extended family member. Such leave must be in writing on the appropriate Bereavement form.

An immediate family member is defined as:

- Spouse
- Child / Step-Child/ Adopted Child

- Parent
- Grandparent
- Sibling
- Parent / Sibling In-Law

An extended family member is defined as:

- Aunt / Uncle
- Niece / Nephew
- Cousin

Section 22.03 Jury/Witness Duty: Refer to applicable state or federal law. Any employee in the bargaining unit required to serve as a juror or witness will be granted time off but will not be required to use Personal or Vacation time and may be permitted to use leave without pay.

Section 22.04 Personal Time Off (PTO): All Full-Time Employees covered by this agreement shall accrue 2.333 hours of Personal Time Off with pay per semi-monthly pay period, up to a maximum of 56.00 hours per year. Part-Time employees will accrue PTO based on their actual time worked, not to be less than 1 hour of PTO per 30 hours worked, up to a maximum of 56 hours per year.

PTO may be used for any purpose including Sick time. If the need to use PTO is foreseeable, the employee's request must be made at least seven (7) calendar days in advance. If the need for the leave is not foreseeable, the employee must make the request for leave as soon as is practicable. Absences for illnesses beyond three (3) working days must include certification from a health care provider. Unused Time may be carried over from year to year, however is forfeited either at the time of separation or at the end of the contract.

An employee who is prevented from reporting to work shall promptly notify the Supervisor of their inability to work as scheduled. Whenever possible, such notice shall be prior to the start of the employee's shift, but no later than during the first hour of the shift. In a situation where the employee is delayed while in route to work because of illness, sickness, injury, or an accident, such notice shall be as soon as possible.

Unexcused absences from work that are not covered by accrued Personal Time Off, Vacation, or another authorized leave of absence, will be considered excessive absenteeism, and subject to disciplinary action.

Section 22.05 An established hourly fringe benefit rate, also known as "Health & Welfare" rate (H&W), outlined in "Appendix A" of this agreement will be issued for all hours paid

per week up to a maximum of 40 hours per week. All monies earned by an employee, through the fringe benefit entitlement, shall first be used to pay the Employee's chosen

premiums for the insurance plans if any are elected. Any monies remaining shall then be directed into the Employer's 401k plan.

ARTICLE 23: SUCCESSORS AND ASSIGNS

Section 23.01 This agreement shall be binding upon the parties, successors and assigns of the parties hereto until its expiration or until it is changed by mutual agreement of the parties.

ARTICLE 24: SEVERABILITY

Section 24.01 If any Federal or State Legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 24.02 In the event, any Article or Section of this Agreement is held invalid, or enforcement of or compliance with same has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations, upon request of the Union, or the Employer, for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the invalidity or restraint. It is understood and agreed that the provisions of Article 3, of this Agreement, No Strike/No Lockout, fully apply to this Article and will not be voided in the event of a change in government regulations referenced in Article 24.01.

ARTICLE 25: FULL AGREEMENT

Section 25.01 The parties acknowledge that during the negotiations of this Agreement each had the opportunity to negotiation concerning all matters related to the wages, hours and other conditions of employment as allowed by law. The parties, therefore, acknowledge that this Agreement represents the complete bargain and full agreement of the parties with respect to wages, hours, and other conditions of employment which shall prevail during the term hereof and neither party is obligated hereafter to negotiate on any other matters during the life of the Agreement, whether such matters were in the contemplation of the parties at the time they negotiated this Agreement.

ARTICLE 26: DURATION

during the life of the Agreement, whether such matters were in the contemplation of the parties at the time they negotiated this Agreement.

ARTICLE 26: DURATION

Section 26.01 This Agreement shall be effective as of August 1, 2021 and shall continue in full force and effect up to and including August 31, 2024 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days written notice prior to its original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement.

- 1st contract period September 1st 2021 thru August 31st 2022
- 2nd contract period September 1st 2022 thru August 31st 2023
- 3rd contract period September 1st 2023 thru August 31st 2024

SIGNATURE

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

NCS/EML JOINT VENTURE

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL UNION NO. 222



MIGUEL MONTANO, MANAGING MEMBER

JEFF KENDALL, BUSINESS AGENT

DATE: July 30, 2021

DATE: 7/29/2021

Wages				
Classification	Current Rate	Effective Sept. 1st 2021	Effective Sept. 1st 2022	Effective Sept. 1st 2023
Chief Building Engineer	\$ 35.29	\$ 38.12	\$ 40.02	\$ 42.02
Asst. Building Engineer	\$ 32.40	\$ 34.99	\$ 36.74	\$ 38.58
BAS Specialist	\$ 29.18	\$ 31.52	\$ 33.09	\$ 34.75
Lead Electrician	\$ 30.66	\$ 33.12	\$ 34.77	\$ 36.51
Electrician	\$ 28.93	\$ 31.24	\$ 32.80	\$ 34.44
Lead HVAC	\$ 30.09	\$ 32.49	\$ 34.12	\$ 35.82
HVAC	\$ 26.93	\$ 29.08	\$ 30.53	\$ 32.06
Plumber	\$ 28.93	\$ 31.24	\$ 32.80	\$ 34.44
General Maintenance Worker	\$ 22.69	\$ 24.51	\$ 25.73	\$ 27.02
Maintenance Trades Helper	\$ 18.25	\$ 19.71	\$ 20.69	\$ 21.73
Lead Custodian	\$ 18.72	\$ 20.22	\$ 21.23	\$ 22.29
Floor Technician	\$ 16.91	\$ 18.26	\$ 19.17	\$ 20.13
Custodian	\$ 15.75	\$ 17.01	\$ 17.86	\$ 18.75
Administrative Assistant	\$ 23.14	\$ 24.99	\$ 26.24	\$ 27.56

Health & Welfare			
Current Rate	Effective Sept. 1st 2021	Effective Sept. 1st 2022	Effective Sept. 1st 2023
\$ 5.83	\$ 5.95	\$ 6.07	\$ 6.19

Note
<p>H&W will be paid by taking monies earned up to 40 hours per week, not to exceed 2080 annually, and dividing it into 24 equal payments.</p> <p>For example, 2080 X \$5.95(rate September 1st 2021) per hour H&W = \$12,376, \$12,376 divided by 24 pay periods equals \$515.67</p> <p>Therefore, fulltime employee benefits will be paid at \$515.67per pay period if an employee earns 40 hours per week of compensation. Compensation is defined as the following: hours worked, vacation, PTO, holidays, or other regular time (non-overtime) hours paid by the employer.</p> <p>If there is a remaining balance after employee's health care selection it will be placed in the employee's company sponsored 401K account. In the event the employee selections exceed the hourly benefit it will be deducted from the employees check.</p>

Retirement Account			
Current Rate	Effective Sept. 1st 2021	Effective Sept. 1st 2022	Effective Sept. 1st 2023
\$ 2.89	\$ 2.94	\$ 3.00	\$ 3.06

Note

Retirement Fund will be paid by taking monies earned up to 40 hours per week, not to exceed 2080 annually, and dividing it into 24 equal payments.

For example, $2080 \times \$2.94$ (rate September 1st 2021) per hour H&W = \$6115.2, \$6115.20 divided by 24 pay periods equals \$254.80

Therefore, fulltime employee benefits will be contributed into the employees company sponsored 401K account at \$254.80 per pay period if an employee earns 40 hours per week of compensation. Compensation is defined as the following: hours worked, vacation, PTO, holidays, or other regular time (non-overtime) hours paid by the employer.