

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 351**

AND

**KCORP TECHNOLOGY SERVICES, INC
FOR THE DHS DETENTION CENTER IN EL
PASO, TX**

Effective April 1, 2019-March 31, 2022

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**ARTICLE 1
PARTIES TO AGREEMENT**

1.1 This Agreement, made and entered into the 24th of January, 2019, and effective as of April 1, 2019 between KCorp Technology Services, Inc. hereinafter referred to as the Employer and International Union of Operating Engineers Local 351 hereinafter referred to as the Union.

1.2 The parties' signatory hereto recognizes this Agreement as binding upon the Employer and the Local Union signatory hereto, for all Maintenance employees of the Employer and employed at El Paso Processing Center at 8915 Montana Avenue, El Paso, Texas.

**ARTICLE 2
RECOGNITION**

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following bargaining unit.

2.2 The bargaining unit shall consist of all full-time and regular part-time employees employed by the Employer working within the jurisdiction of International Union of Operating Engineers Local 351, but excluding office clerical employees, professional employees, guards and supervisors as defined in the Act.

**ARTICLE 3
PURPOSE AND INTENT**

3.1 It is the intent and purpose of the Employer and the Union to set forth herein the entire Agreement with respect to wages, hours, and conditions of employment covered by this Agreement. Further, it is the intent of the Parties to secure maximum production of the employees; and to provide a fair and prompt grievance procedure for the peaceful settlement of grievances; and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.

**ARTICLE 4
UNION SECURITY**

4.1 All employees covered by this Agreement, as defined in Article 1, including temporary employees, shall, as a condition of their continued employment become members of the Union not later than the 31st day next following the date of their employment or the effective date of this Agreement whichever is later, and shall, thereafter, remain members in good standing in accordance with Section 8 (a) (3) of the Labor-Management Relations Act, 1947, and any amendments or additions thereto.

**ARTICLE 5
DUES CHECK-OFF AND AUTHORIZATION FORM**

5.1 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, initiation fees and uniform monthly dues, payable to the Union.

5.2 The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

5.3 The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

5.4 If any change in the amount of dues is made the aforesaid Union during the term of this agreement, the Union will give written notice of such to the Company.

**ARTICLE 6
RIGHT OF MANAGEMENT**

6.1 Except as specifically limited by the express language of this Agreement, the Employer has and retains exclusively to itself, all rights in the exercise of the functions of Management, including, but not limited to the following rights: To manage and operate its business facilities; to direct its employees; to direct; plan; and control all operations; to establish and/or change existing methods, productivity standards, materials, equipment, facilities and accounting methods; to determine what products shall be handled or distributed and service or work performed as its facilities or by employees covered by this Agreement and/or where they shall otherwise be handled or services and/or work performed to utilize suppliers; to test, select and hire employees and assign them to work as needed; to establish hours of work; to transfer, promote and demote employees, to suspend, discipline and discharge employees for just cause or relieve them from duty for lack of work or for other proper reasons; and to establish and enforce rules and regulations not in violation of this agreement relating to the operation and maintenance of the above referenced facility and to employee conduct. The above management rights may not be exercised in violation of any provision of this Agreement.

6.2 The Employer agrees that it will not subcontract any routine operational or maintenance work normally performed by bargaining unit employees, without prior written notice to the Labor Union. With regard to any other work, the Employers reserves to right to contract or subcontract out such work provided the assignment of this work is not used for the purpose of undermining the Union or to discriminate against its members.

6.3 Without limiting the provisions of Section 5.1, but in order to clarify some of the more important rights retained by management, the Employer shall have the following management rights unless they conflict with some other provision of this agreement:

a) Establish new jobs, abolish or change existing jobs, and increase or decrease the number of jobs and employees in the work force; and determine what services it shall perform consistent with safety, health and sustained effort.

- b) Determine the type or types of equipment and machinery to be used and when it is to be operated.
- c) Determine the qualifications for new employees and hire new bargaining unit employees as well as supervisory and clerical employees. In the event the federal, state or city government unilaterally change any qualifications for any jobs, current or new employees will be required to satisfy those requirements and the Employer will take reasonable action to assist the employee in meeting the qualifications.
- d) Establish as many shifts as the Employer shall, in its discretion, deem adequate to meet its requirements and to assign employees to particular shifts.
- e) Maintain order and efficiency of its operation.
- f) Determine the amount of work to be performed during the employee's regular workday and require that all work be performed in satisfactory and workmanlike manner consistent with safety, health, and sustained effort. It is understood there shall be a fair days' work for a fair days' pay.
- g) Determine when overtime shall be worked and schedule overtime, when necessary, in accordance with the needs and the type of work required.

6.4 The Employer reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are especially limited by some express provision in this Agreement.

6.5 The Employer may assign to an employee any work which the Employer feels he is capable of performing, wherever and whenever it is reasonable to do so in the opinion of the Employer. When an employee is required to work out of his normal job classification, he will be compensated the rate of pay applicable to the job classification in which he is performing work or his regular rate, whichever is higher.

6.6 The parties agree that the Employer can direct employees to take any reasonable action required for the Employer to meet its obligations under its contract with the Government. The Employer will also conduct pre-employment drug testing and reasonable cause drug testing of its current employment; pre-employment physical and other pre-employment testing. The Employer may employ other pre-employment practices consistent with insuring the hiring and maintenance of a good work force or in compliance with the obligations under its contract with Government.

6.7 The Employer will require employee attendance and involvement in quality circle and safety meetings and programs and the Union acknowledges that there may be compensation paid to employees as recognition for ideas and cost saving recommendations in these areas. This Agreement will not preclude the Employer from making these payments at management's discretion. If employees are required to attend any meetings set in this Section, the employees shall be compensated for this time.

ARTICLE 7 NO STRIKE NO LOCKOUT

7.1 No Strike. During the term of this Agreement there shall not be, nor shall the Local Union, its agents, or members, for any reason, authorize, institute, engage in, a work slowdown, or work stoppage, relating to the Employer's facility located at 8915 Montana Avenue, El Paso, Texas.

7.2 No Lockout. During the term of this Agreement, the Employer shall not lockout employees covered by this Agreement.

**ARTICLE 8
BARGAINING UNIT WORK**

8.1 Persons who are not covered by this Agreement shall not perform any routine operational or maintenance work or operation normally performed by an employee covered by this Agreement except; (1) in an emergency; (2) in giving instructions to employees; (3) checking the work of employees; (4) when testing and/or developing new equipment or processes; or (5) as a result of acts of God or other such conditions beyond the control of the Employer. If required under operational necessity to meet its obligations under its contract with the government, supervisory and management employees may perform any work covered by this agreement provided that the assignment of this work is not used for the purpose of undermining the Union or discriminating against its members.

**ARTICLE 9
SAFETY**

9.1 The Employer shall provide all protective clothing and/or equipment required by any government authority (OSHA).

9.2 The Parties agree that the employees must comply with all applicable regulations pertaining to safety and dress standards.

**ARTICLE 10
BULLETIN BOARDS**

10.1 The Employer agrees to allow the posting of notices of Local Union business and meetings on existing bulletin boards at those places where Union members are routinely working. However, it is agreed that such posting shall not be made in violation of G.S.A. rules.

**ARTICLE 11
WORK RULES**

11.1 The Employer may establish work rules not in violation with the terms of this Agreement. The Employer will provide a copy of the rules it proposes to put into effect to the Union, for information or discussion, as soon as possible. Response from the Union pertaining to any or all proposed rules must be received by the Employer within five (5) working days from the time they are received by the Union. The decision of putting work rules into effect rest solely with the Employer. The reasonableness of any rule may be challenged through the grievance and arbitration procedure. Any grievance protesting such rule must be filed within seven (7) working days of the posting of the rule. In the event that the Union or employees do not protest such rules they shall become final and binding. Copies of work rules will be permanently posted in work areas.

ARTICLE 12
SENIORITY

12.1 Seniority is measured by the employee's total length of continuous service at The Department of State Building. An employee must work 90 calendar days as a probationary period, after the successful completion the employee shall gain seniority, and his seniority date shall be the first day he/she worked. Seniority for employees hired on the same date will be determined by the alphabetical order of the employee's last name. A probationary employee shall have no seniority rights and the Employer may layoff such employees if it finds necessary or discharge such employees as it finds necessary. Except in cases of discrimination based on Union activities or support, probationary employees shall have no recourse to the grievance and arbitration procedures of the contract. Seniority shall be terminated by:

- (1) voluntary termination of employment or retirement by the employee;
- (2) discharge for cause;
- (3) failure to respond to notice of Recall as set forth in this contract;

Any employee with seniority who is absent for less than six (6) consecutive months because of illness, job related injury, or layoff shall continue to accrue seniority during such absence.

12.2 Within thirty (30) days after signing this Agreement the Employer shall post in a conspicuous place, and shall mail to the Local Union a list of the employees covered by this Agreement arranged according to their seniority. Protests to any employee's position on such list must be made in writing to his/her supervisor. Upon any correction, the corrected list will apply.

12.3 Seniority, within regular classification, shall be the determining factor in matters affecting reduction in force, promotion, demotion, recall, transfer and the filling of vacancies provided the senior employee possesses the ability to perform the job. For the purpose of this Agreement "ability to perform the job" is defined as having acquired the proficiency to do that type of work productively.

12.3(a) Promotions to mid-management positions shall be offered to the bargaining unit before outside applications are considered.

12.4 Reduction in Force. In order for a senior employee to displace a less senior employee as a result of a reduction in force, the senior employee must:

- (1) Within their classification:
 - a) Demonstrate his/her ability if necessary, to perform the work of the less senior employee.
- (2) Outside of their Classification:
 - (a) Request such action.
 - (b) Demonstrate his/her ability to perform the work in question with proficiency.

12.5 Transfers and Permanent reassignments/vacancies

- A. For the purpose of this Article, "permanent" is defined as those cases where the job and position are expected to be ongoing in nature.
- B. The Employer will post vacancies on the bulletin boards in all work areas, the supervisors will make the employees aware of the vacancies. Within five (5) working days of the posting of the vacancy, all interested employees may sign up requesting that they be considered for the job. The Employer will then, within ten (10) days of the posting, award the position as follows:

- C. Individual positions/Transfers. The Employer agrees to award to the most senior qualified employee who will then demonstrate his/her proficiency in accordance with Section 4 above (Reduction in Force).
- D. If as a result of the posting there is not a qualified person to fill the position, the Employer can select anyone it desires.
- E. If it is understood that this Article is limited to the employer's location at 8915 Montana Avenue, El Paso, Texas.

**ARTICLE 13
RECALL**

13.1 A laid-off employee shall be given at least seven (7) days notice of recall. The Employer shall send a certified letter (return receipt required) to the employee at his/her last known address or the address the employee has stated he/she can be reached in event of recall. Upon receipt of this letter the employee must report for work within seven days of receipt of the letter. It is the responsibility of the employee to keep the Employer informed of their correct address and phone number.

13.2 In the event that the employee fails to return from recall, the employee shall lose all seniority rights under this Agreement, except when the Employer has granted permission for a delay in reporting. Loss of seniority and recall rights will not occur where there is a verifiable reason beyond the control of the employee for the delay in reporting. Said employee shall not, however, bump another recalled employee but would be eligible for subsequent recall.

**ARTICLE 14
LEAVES OF ABSENCE**

14.1 Personal Reasons. The Employer may, in its sole discretion, allow an employee a personal leave of absence if requested in writing of up to six (6) months without pay and benefits. Provided that a requested leave of absence for personal reason will not interfere with the efficient operation of the Employer's business, the Employer will not unreasonably deny a request for such leave.

14.2 Military Leave. Any employee who enters the Armed Forces of the United States shall have the right to reinstatement in his/her former job and other re-employment rights in accordance with applicable Federal Law.

14.3 Procedure Upon Return. If upon the expiration of this leave of absence, the employee would have been laid off in accordance with the application of this Agreement notwithstanding his/her leave of absence, the employee shall go immediately on layoff. If layoff is not appropriate, and if the employee returns on the expiration date of his/her leave, the employee shall be placed in his/her previous job, or in a comparable job, provided he/she is qualified to perform such job.

14.4 Outside Employment Exclusion. A leave of absence will not be granted and shall not be used to enable an employee to try for or accept employment elsewhere or for self-employment.

14.5 Union Business. Any employee who may be elected an officer, or appointed a delegate to represent the Union shall be granted a leave of absence not to exceed one year without pay and benefits. The Union shall give the Employer written notification no less than five (5) working days prior to the leave of absence. This notification shall provide the name(s) of the person(s) involved and the probable start and stop dates of the leave of absence.

14.6 The Employer will, upon written application, grant a leave of absence without pay and benefits for a period of not to exceed twelve (12) months for illness or injury that prevents the employee from working. The employee will be required, as soon as possible, to substantiate his/her reason for his/her inability to work and the anticipated time that he/she will be absent from work. The Employer must be notified of any extensions of absence beyond the date initially given and the expected new date of return to work.

14.7 The Employer agrees to comply with all of the requirements of the Family and Medical Leave Act effective upon the effective date of the Act.

ARTICLE 15 SHOP STEWARDS AND UNION BUSINESS REPRESENTATIVES

15.1 Authorized representatives of the Union shall have access to the work area where employees covered by the Agreement are employed for the purpose of investigating and adjusting employee complaints or conducting related Union business, providing that prior notice is given to the Employer and providing they do not interfere with the Employer's employees, customers, (DHS) employees, or cause them to neglect their work or interfere with maintenance of discipline, and further provided such Union representative complies with all customer (DHS) rules. The Employer will assist the Union in obtaining the necessary badges and entry passes for entry to the facility.

15.2 Employees may be represented by one steward on each shift, whose identity shall be confirmed to the Employer in writing. The steward, for reasonable periods, during his working hours, without loss of pay, may investigate and present grievances to the Employer, after arrangements have been made with the Employer, which arrangements shall not be unreasonably withheld. This right shall not be abused by the stewards. The steward shall be required to post his/her daily or weekly time ticket for the amount of time so spent.

15.3 Any new employee shall be introduced to the steward before starting to work. The Union shall within the employee's first week of employment be supplied of the following information: name, address, social security number, classification, job location, and shift assignment.

15.4 During his term in office, the steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off, and recall only, provided he is qualified to do the required work. Upon termination of his term if not renewed, he shall be returned to his regular seniority status.

15.5 The steward may be required by the Union to attend negotiation meetings. All negotiation sessions, if attended by the steward must be scheduled at times other than during the steward's normal work hours. The steward will not be paid by the Employer, for his attendance at these meetings.

ARTICLE 16 DISCIPLINE

16.1 No employee shall be discharged or disciplined without just cause, nor in a manner nor for any reason which violates the terms and conditions of this Agreement. The employees may seek proper recourse under the grievance procedure if he/she feels he/she has been unjustly disciplined.

16.2 The Employer will provide the employee and the shop steward with a written explanation as to any and all disciplinary actions taken against the employee within one (1) workday of the action.

16.3 All employees are expected to be at their assigned work stations, ready to work, on time, at the time specified for the beginning of their shift, and to remain at their work until the end of their assigned shift, or until specifically relieved by their Project Manager or Supervisor in the absence of the Project Manager. The Union agrees, that to better serve the customer (DHS) and the contractor, every effort should be made to be at work on time every day. Should late arrivals occur, it will be dealt with in accordance with Company rules, not to conflict with the terms of this Agreement.

ARTICLE 17 GRIEVANCES

17.1 Purpose. Any dispute regarding the interpretation and/or application of this Agreement and any charge of violation of this Agreement may be resolved through the grievance procedure. The time frames referred to in this Article may be extended by mutual consent of the Employer and the Local Union.

17.2 Grievance Procedure. Grievances shall be raised and processed while facts and recollections are still fresh and available. All grievances must be presented within five (5) working days, (excluding Saturdays, Sundays, and Holidays) after the event giving rise to the grievance becomes known, or reasonably should have been known, to the affected party or parties. The procedure for discussing and settling a grievance shall be as follows:

Grievances shall be on a form provided by the Local Union and shall state a description of the Act, which is allegedly in violation of the Agreement, and the remedy sought. All policy and discharge grievances shall be filed at the Step 3 of this procedure.

Step One The grievant shall discuss his/her grievance with his/her immediate Project Manager specifically telling the Project Manager that this may be a subject for the second step process of the grievance procedure. The grievant may bring his/her shop steward if the grievant so desires. If this discussion does not resolve the matter, the Project Manager shall give his/her answer to the employee by the end of the second working day following the day of the oral discussion.

Step Two The Step One answer shall settle the grievance unless the grievance is placed in writing and delivered to the Employer's Project Manager within five (5) working days after the day on which the Step One answer was given. The written grievance shall state the facts of the grievance if any, that are claimed to have been violated. The Employer Project Manager shall meet with the Union Representative, the aggrieved and witnesses promptly to discuss the grievance and any settlement arrived at shall be reduced to writing and signed by both parties. The Project Manager's Step Two answer shall be given in writing to the shop steward within five (5) working days following the day of the meeting.

Step Three The Step Two answer shall settle the grievance unless it is appealed to the Human Resource Manager of KCorp Technology Services, Inc. within five (5) days of the Union Representative receipt of the Step Two answer. Any settlement arrived at shall be reduced to writing and signed by both Parties. If no settlement is achieved, the Employer's Step Three answer shall be given in writing to the Union Authorized Representative within five (5) working days following the day of the meeting.

17.3 The Shop Steward shall be paid at his/her regular straight time hourly rate for all time actually spent in processing a grievance(s). Each grievant and witness shall be paid at his regular straight-time hourly rate for all time actually spent in Steps One, Two or Three of this Article. The Union will hold the number of its witnesses to the minimum needed to present its case, pursuant to paragraph 14.2

17.4 Any grievance which is not carried by the Union to the next step of the grievance procedure within the time prescribed shall be deemed to be abandoned and no further claim for adjustment of such grievance shall be made.

ARTICLE 18 ARBITRATION

18.1 The Union may appeal a grievance to arbitration by giving written notice to the Employer within thirty (30) calendar days of the Employer's Step Three answer. After such notice has been given, either Party may request the Federal Mediation Service to submit to a list of five (5) potential arbitrators. Each shall strike one (1) name during their turn and the remaining name shall be the arbitrator.

18.2 The arbitrator shall promptly schedule a hearing in the general area of the work site where the grievance arose, at which each party shall have the right to present evidence, examine and cross-examine witnesses, make a record, and file written arguments.

18.3 The arbitrator shall not add to, subtract from, or ignore the express terms of this Agreement. Nor shall the arbitrator have the power to allow any claims for wages for time not worked directly or indirectly due to a stoppage of work or other labor disturbances in violation of this contract.

18.4 The arbitrator must state his/her decision in writing. The arbitrator's duly rendered decision shall be final and binding on the Employer, the Union and all employees.

18.5 The fees and expenses of the arbitrator and the hearing room shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.1 The workweek shall commence at 12:01 a.m. on Sunday and end the following Saturday at 12:00 mid-night thereafter. A regular full time employee's normal workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, except for continuous shift employees. A regular full-time employee's normal workday shall consist of eight (8) consecutive hours, exclusive of lunchtime, except for continuous shift employees.

19.2 When an employee is required to work and works in excess of forty (40) hours in a workweek, such work shall be classified as overtime and paid for at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate. An employee's tour of duty shall not be changed for the purpose of avoiding overtime. Employees shall not be laid off from their normal schedule of work for the purpose of offsetting holiday hours or pay. Employees shall not be laid off from their normal schedule of work for the purpose of offsetting overtime, unless the employee and Employer mutually agree to such a layoff. Work performed on the seventh (7th) actual day worked by an employee in a work week shall be paid at double the straight time rate. This double time rate can only be applicable and paid in a circumstance where an employee has worked in any given work week, Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and works Saturday, where Saturday is the seventh (7th) consecutive day worked in the work week.

19.3 The Employer will make overtime available among those employees who normally perform the tasks for which overtime is required, and then by seniority insofar as practical among other qualified employees as determined by the Employer.

19.4 All full time employees shall receive a minimum of a one-half (1/2) hour unpaid lunch period. Any employee who is required to work during his/her lunch period and who so works shall receive one and one-half his/her straight-time hourly rate for that period.

19.5 Each full time employee is entitled to one fifteen (15) minute break time in the first half and one fifteen (15) minute break-time in the second half of his/her shift. The Employer has discretion to allow a "break" at the same time as other employees or at staggered intervals during the shift. The Employer shall allow a reasonable amount of time as determined by the shift supervisor for wash-up period, including gathering equipment and winding down from shift, at the end of their shift for all employees.

ARTICLE 20 TEMPORARY TRANSFERS

20.1 An employee who is temporarily transferred to a job classification carrying a rate of pay higher than his/her regular classification shall receive the rate of pay applying to the temporary job for all time worked in that temporary job. If an employee is temporarily transferred to a classification carrying a lower rate of pay, the employee shall continue to receive his/her regular rate of pay.

ARTICLE 21 PAID HOLIDAYS

21.1 The following are the paid holidays for purposes of this provision:

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

On days in which the U. S. Government closes a facility for all or part of the days, employees covered under this Agreement may be released from work and receive Holiday Pay for said hours, provided that the U.S. Government authorizes said pay.

21.2 **Holiday Pay Not Worked.** A full time employee who does not work on a holiday listed in Section 1 above shall be paid holiday pay of eight (8) hours at his regular straight-time rate. In the event, an employee is a part-time employee; the employee shall receive holiday pay-calculated on four (4) hours of straight time pay.

21.3 **Work on Holiday.** An employee who works on a shift which begins on a paid holiday shall be paid at a rate of time and one-half (1 1/2) his applicable straight-time hourly rate of pay for hours actually worked on the paid holiday (plus the holiday pay to which he is otherwise entitled for hours not worked on the paid holiday).

21.4 Holiday Falling Within a Vacation. An employee shall receive the holiday pay for each holiday listed in Section I of this Article which occurs while the employee is on an approved vacation, as provided in this Agreement, or an extra day off with pay at the option of the Employer.

21.5 Holidays will be observed on the day established by the Federal Government.

**ARTICLE 22
VACATIONS**

22.1 Length of Service Determination. Length of service for vacation shall be determined as of an employee's seniority as of January 1st of each calendar year. All vacation must be used by December 31st of each year. In no event may an employee carry vacation entitlement into the next calendar year.

22.2 Vacation Pay. Eligible employees shall receive paid vacations and vacation accrual in accordance with the following table:

Number of Full years of service As of January 1 st of each year <u>Continuous Employment</u>	Vacation Entitlement for the Calendar year January 1 st through December 31 st <u>Pay Allowance</u>
After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours

22.3 After one full year of employment, an employee who is terminated or quits shall be paid for all earned but unused vacation to which he/she is entitled to the 1st day of the month in which separation from employment occurred.

22.4 All vacation entitlement may be chosen by the employee, subject to the approval of the Employer. Employees must work one year before qualifying for vacation. Upon completion of one year of service they will have a prorated vacation period for the balance of the calendar year in which they attain one year of credited service (1/12th per month of service) until the following January. The following January 1st they will accrue a full allotment of vacation.

**ARTICLE 23
WAGES and PAYDAY**

23.1 It is understood that no employee shall suffer, by the execution of this Agreement, a wage reduction.

23.2 The following hourly wage rates shall be effective the first full pay period on or after the dates indicated:

Classification	Current	4/1/2019	4/1/2020	4/1/2021
Electronics Tech III	\$ 27.56	\$ 28.39	\$ 29.31	\$ 30.34
Lead HVAC Mechanic	\$ 22.05	\$ 22.71	\$ 23.45	\$ 24.27
HVAC Mechanic	\$ 20.95	\$ 21.58	\$ 22.28	\$ 23.06
Plumber	\$ 19.85	\$ 20.45	\$ 21.11	\$ 21.85
Electrician	\$ 22.05	\$ 22.71	\$ 23.45	\$ 24.27
Locksmith	\$ 19.85	\$ 20.45	\$ 21.11	\$ 21.85
GMW	\$ 17.64	\$ 18.17	\$ 18.76	\$ 19.42
	Current	4/1/2019	4/1/2020	4/1/2021
Central Pension Fund	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75

23.3 Employees temporarily assigned to higher rated work shall receive the higher rates while performing such work. Employees temporarily assigned to lower rated work shall not have their rates of pay reduced.

23.4 Wages will be paid by Direct Deposit, Bi-Weekly, every Second Friday. Employees will receive a payroll stub each pay period showing, all withholdings, hours worked, deduction, 401k contributions and union dues.

**ARTICLE 24
NONDISCRIMINATION**

24.1 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, marital status, disability, religion, political affiliation, or Union Membership.

24.2 Where the designation man, he, his, etc. appear, it is accepted and understood by the parties to this Agreement that these terms apply equally to both males and females.

**ARTICLE 25
CALL-IN-PAY**

25.1 Call-in is defined as work outside an employee's regular schedule, which causes an employee to make an extra trip to the job site. For each such call-in as defined above, an employee will receive a minimum of four (4) hours straight time pay. With regard to part-time employees, such employees will receive a minimum of two (2) hours straight time pay.

24.1. (b) Employees required to carry a pager while off duty shall be paid the equivalent of 2 (two) hours pay per week. This two (2) hours pay shall be paid regardless of whether or not the on call employee is called in during the week. Any call in does not negate the payment of the two (2) hours on call pay.

24.2 Upon completion of the job, which the employee was called in to perform, he/she will not be required to remain at the job site in order to receive the above-mentioned four hours pay.

**ARTICLE 26
REPORTING PAY**

26.1 An employee who reports for work at his/her scheduled starting time and who finds no work available, shall receive not less than four (4) hours pay at his/her regular straight-time hourly rate. With regard to part-time employees, such employees will receive a minimum of two (2) hours straight time pay. If he/she is told to leave Employer premises in less than four (4) hours because no more work is available, he/she shall receive four (4) hours pay, or two hours in the case of part-time employees. The Employer's obligations to pay this reporting pay shall be excused if the Employer contacts the employee before leaving for work and advises the employee that no work is available.

**ARTICLE 27
HEALTH AND LIFE INSURANCE PROGRAM
AND RETIREMENT PLAN AND TRUST**

27.1 The Employer agrees to pay the amounts listed below per hour worked, not to exceed forty (40) hours per week for Employee health and welfare, and provide life insurance benefits to full-time employees and regularly scheduled employees.

	Current	4/1/2019	4/1/2020	4/1/2021
Health and Welfare	\$ 8.00	\$ 8.80	\$ 9.50	\$ 10.50

The insurance carriers will be selected by the Employer, such eligibility for this coverage being available to the employee after completion of sixty (60) days of continuous service. For any one (1) full-time employee or any one (1) regularly scheduled employee, the Employer will be responsible to pay the full amount due for the coverage. With any excess balance being credited to the Employees personal company sponsored 401 (k) account. During the term of this agreement there will be no reduction on coverage and there will be no deduction from wages to offset the cost of these benefits. If the cost of health care coverage increases, the Company and the Union agrees to open the Contract to revisit this issue.

27.2 PENSION FUND: The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust entered into September 7, 1960 and amendments thereto establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employer and hereby agrees to its incorporation as a part of this agreement. "Effective September 1, 1985, the Union agrees that all current salaried supervisory employees of Employer in the jurisdictional area of Local 351 which is set forth in this collective bargaining agreement shall be allowed to participate in the Pension Fund and the Employer shall contribute to the Pension Fund for such salaried supervisory employees on the basis of 40 hours per week at the same hourly contribution rate that applies to employees in the bargaining unit. The preceding sentence shall apply only to current and prospective salaried supervisory employees of the Employer who were previously employees of a unit covered by a collective bargaining agreement

with Local 351.” In addition to the hourly wage rates shown in Article 22 of this Agreement, the Employer agrees to pay the amount listed per hour under Pension to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for pension benefits as determined by the Trustees.

27.3 EMPLOYER REPORTS: The Employer agrees to prepare and submit to the Funds Trustees Administrator, not later than the fifteenth (15) of the following month in which the reported hours were worked, a report showing the name of each Engineer Employee, Social Security number, number of hours worked, total hours worked for all Employees and total amount of contributions. The report shall be accompanied, where applicable, by a check covering the contributions as provided in Section 25, (E) below.

27.4 PAYMENT OF FRINGE BENEFITS: The Employer shall issue one check covering his liability as reported on the reporting forms for contributions due under Article 26 (The Central Pension Fund,) made payable and mailed to the appropriate associations as indicated on the reporting forms. Reports and or remittances not postmarked by the fifteenth (15) of the month shall be considered delinquent. Liquidated damages of 15% of the contributions due and an interest assessment of 10% per annum from the due date shall be levied on the Employer for the delinquency. Employers agree to pay all Fringe Benefits covered by this agreement on a monthly basis as granted by the Fund Trustees. Failure to make the said contributions will subject the Employer to any and all recourse provided in the Trust Agreements. The Employees' representative has the authority to enforce Trust Agreement provisions insuring prompt payment of Fringe Benefit Contributions.

27.5 TRUSTEE RECOURSE: In the event of failure of Employer to remit promptly all contributions due under this Section, the Trustees, through the Employees; Representative, and at their discretion, may remove all of the Employer's Engineer Employees from a work site or work sites. Time lost by the Employer's Engineer Employees by reason of this action shall be paid to the affected Employees at the straight time rates until the liability shall have been paid as evidenced by a signed receipt from the Local Fund Administrator's Office; provided, however, that no enforcement procedure will be instituted against Employers reporting on a monthly basis until five (5) days after the Employer's receipt of delinquency notice sent by certified mail, return receipt requested, or by Western Union Telegram.

ARTICLE 28 CHANGE OF EMPLOYEE ADDRESS

28.1 Employees shall notify both the Employer and the Union in writing with five (5) days of any change of address.

ARTICLE 29 PAID SICK LEAVE

29.1 Each full-time employee covered under the terms of this Agreement shall be entitled to 7 sick days, (fifty six (56) hours), the sick days must be used between January 1st and December 31st of the calendar year.

29.2 Sick leave may be taken only after the employee has completed six (6) months. Employee is only eligible for two (2) sick day after six (6) months during the first year. For the 2019 calendar year only the employee will receive a total of 5.25 sick days (42 hours). Thereafter seven (7) days on each January 1st for the life of the agreement. Sick leave may be taken for any day the employee is scheduled to work if he/she is unable to work due to sickness or injury.

29.3 In order to qualify for sick leave time off, the employee must notify his/her immediate Project Manager prior to or within one (1) hour for the first shift employees and within two (2) hours for the second shift employees.

29.4 A doctor's Certificate will be required for all absences due to illness of two (2) consecutive days or more.

ARTICLE 30 UNIFORMS

30.1 The Employer shall provide at no cost to all regular full time employees their choice of five (5) uniforms or smocks which are to be maintained by each employee. All part-time employees shall be provided at no cost to the employee an appropriate apron, which is to be maintained by the employee. The Company shall provide employees with up to a yearly \$75.00 allowance for safety boots.

ARTICLE 31 COMPASSIONATE LEAVE

31.1 In case of death in the family (father, mother, spouse, brother, sister, son, daughter, grandfather, grandmother, father-in-law or mother-in-law) the employee shall be allowed three (3) days off at his/her regular rate of pay to attend the funeral or to be with the family. Proof of death must be submitted to the Employer within 15 days after the funeral.

ARTICLE 32 JURY DUTY

32.1 When an employee is called for jury duty, he shall be excused from his regular duties for the days he is required to attend in court. For any workweek in which time off for jury services is necessary, the employee shall be paid for any time actually worked, at the regular rate of pay, and in addition, if this amount, plus his fees for jury services for the days he was excused from work is less than his regular rate of pay for the period, he shall be paid the difference between the two. The Employee shall submit proof for all time during which his presence is required for jury service. For the purposes of this Article nothing herein shall be construed so as to obligate the Employer for pay for any time from work during which the Employee's attendance is not required for jury service. The Employer's obligation to pay jury duty pay shall be limited to ten days per calendar year.

ARTICLE 33 GENERAL AND MISCELLANEOUS

33.1 An employee shall have access to and the right of inspection of his/her personnel records during normal business hours, but not during the employee's normal scheduled work hours.

33.2 The Union reserves the right to submit additional proposals during the negotiation of this Agreement.

33.3 The Union recognizes that all operations of the employer are subject to the rules and regulations of the United States Government and U.S. Military Installations. As a mandatory condition of their employment, employees must be able to obtain and maintain all security clearances and suitability standards required of the positions, projects, and locations to which they are assigned. All such requirements are imposed by the Federal government and are granted (or denied) by the government at its

sole and complete discretion. The government may terminate an employee's credentials at any time, with or without notice, and for any reason it deems appropriate. If an employee is unable to meet and/or maintain the suitability and other federally-imposed requirements of his or her position, the Company will terminate his or her employment immediately without any recourse under this Agreement due to employee with employer.

**ARTICLE 34
SAVINGS CLAUSE**

34.1 If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate over the invalidated portion thereof.

**ARTICLE 35
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from **April 1, 2019 through March 31, 2022**, and shall automatically renew itself for successive periods of one (1) year each from year-to-year thereafter unless either party gives written notice to the other party of its desire to add, eliminate, or modify any provision(s) of this Agreement. In the event that the Employer's contract with the government at the facility is completely canceled or not renewed for any reason, this Agreement shall also terminate. The Employer shall not by any means use this cancellation provision as a device to circumvent its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands this 24th day of January 2019.

KCorp Technology Services, Inc.




Howard Anastasi

Director - Human Resources

Title 24 Jan 2019

Date

International Union of Operating Engineers
Local 351



Juan De La Torre

Business Rep.

Title 6/24/19

Date