

COLLECTIVE BARGAINING AGREEMENT

between

URS

Federal Services, Inc.

and

**International Union of Operating Engineers
Local 351, AFL-CIO**



May 1, 2019 through April 30, 2022

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ARTICLES OF AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT ("Agreement") made and entered into on May 1, 2019, between AECOM Management Services, Inc. (hereinafter "Employer" or "Company") with its principal office at 20501 Seneca Meadows Parkway, Suite 300, Germantown, MD 20876 and International Union of Operating Engineers Local 351 (hereinafter the "Union") with its principal office at 111 E. Coolidge Ave, Borger TX 79007.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining Representative in all matters relating to wages, hours, and working conditions for all full-time and regular part-time hourly warehouse specialists employees employed by the Employer performing work in Fort Bliss TX and White Sands, NM pertaining to NLRB Certificate of Representative No. 28-RC-179033, excluding all other employees, manager, leads, guards and supervisors as defined in the Act.

ARTICLE 2- UNION SECURITY

All present employees who are members of the Union, on the effective date of this Agreement shall remain members as a condition of employment. All present employees who are not members of the Union, and all new employees hired hereafter, shall as a condition of employment, become members of the Union as of the effective date of this Agreement, or not later than the 90th day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement. Failure to comply with this requirement shall be a cause for discharge of the employee, upon written notification to the Company, by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit. When the Union advises an employee in writing that he or she is delinquent in the tender of fees or dues as required, the Union shall send a copy of the notice to the Company.

When the Union advises an employee in writing that he or she is delinquent in the tender of fees or dues as required, the Union shall send a copy of the notice to the Company. The Union further agrees to save the Company harmless from any legal actions growing out of this Article 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 of having jurisdiction, against the Company as well as reasonable cost and expenses involved in defense or any such action as set forth in this paragraph.

ARTICLE 3- DUES CHECK OFF

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 on the fourth (4th) week of each month.

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

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.

The Union will notify the Company in writing of the dues amount to be deducted. Dues will be deducted biweekly and sent to the Union by the twentieth of the month following deduction. If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give thirty (30) day advance written notice of such to the Company and the impacted employees.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change or combine work schedules and work assignments and collateral duties, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be

necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company.

Such rights of management include, but are not limited to: hire, promote, layoff, assign, transfer, suspend, and to discharge, investigate, and discipline employees in accordance with this agreement; to increase or decrease that number; direct and schedule the work force including establishing and changing work days, work hours, and work weeks; establish, increase or decrease the number of work shifts and their starting and ending times; train employees and determine who will be trained; establish, change, combine or abolish job classifications and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

The Union agrees that it shall not engage in, authorize or recognize any strikes, picketing or other interruption of the Company's normal operations during the term of this Agreement; the Company agrees that it shall not lock out the employees during the term of this Agreement

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance. The term "grievance" as used in this Agreement means only a dispute involving the proper interpretation or application of a specific provision of this Agreement or a claim that an employee has been disciplined or discharged without just cause. No complaint based upon facts or events occurring prior to the effective date of this Agreement shall be considered or adjusted under this Article.

Processing of Grievances. The following procedure shall be followed in processing grievances, any grievances involving terminations should proceed to step 3 of the following procedure.

Step 1. Any employee having a grievance shall first take the matter up orally with his or her Deputy Program Manager (DPM) within five (5) working days of the occurrence of the original event giving rise to the grievance. The employee or the DPM may request that the Union steward be present. The DPM shall give a verbal answer within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing on a form provided by the Union and submitted to Human Resources Representative within five (5) working days following the DPM's answer in Step 1. The form will set forth the violation, articles violated and the requested remedy. Thereafter, a conference will be scheduled between Human Resources Representative, the employee involved and a Union representative. The Human Resources Representative will give a written answer within five (5) working days following such conference.

Step 3. If the grievance is not settled in Step 2, the Union may within five (5) working days after receipt of the Employer's answer in Step 2, request in writing a meeting with the Project Manager, or his designated representative, and the Human Resources Director. Upon such request, conference will be scheduled within ten (10) working days between the Employer representatives and the Union representative to discuss the grievance. The Employer will give a written answer to the grievance within five (5) working days following such conference.

Mediation. If the Company and the Union do not reach an agreement in Step 3 the parties within 10 working days will seek assistance from the Federal Mediation and Conciliation Service for nonbinding mediation.

Request for Arbitration. If the Company and the Union do not resolve through nonbinding mediation a list of arbitrators will be requested from the Federal Mediation and Conciliation Service within 30 days of the failed mediation.

Selection of Arbitrator. Simultaneous with the notice provided the party desiring arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services ("FMCS"). The parties shall alternately strike names until only one name remains on the list, with the party requesting arbitration striking the first name.

Arbitration Hearing. As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in El Paso County, Texas, and at the hearing both the Employer and the Union shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross examining witnesses presented by the opposite party.

The neutral arbitrator shall render a decision in writing within thirty (30) days after completion of

the hearing, unless an extension of time is mutually agreed to by the Employer and the Union. A decision by the neutral arbitrator shall be final and binding upon both parties.

Scope of Arbitration. The Employer agrees to submit to arbitration, under the terms of this Article, grievances which meet each of the following conditions:

- a. The grievance involves either (1) a specific claim of a violation by the Employer of an express provision of this Agreement, which raises a bona fide issue regarding the proper application or interpretation of such provision; or (2) a claim by an employee that he or she has been discharged or otherwise disciplined without just cause;
- b. The grievance designates specifically the express provision of this Agreement alleged to have been violated and the manner in which it allegedly was violated;
- c. The grievance was filed in writing during the life of this Agreement and processed in the manner and within the time limits prescribed and duly signed by the grievant.

Authority of the Arbitrator. The sole function of the neutral arbitrator shall be to interpret the express provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising before the date of this Agreement or after its expiration; or to substitute his judgment for that of the Company in the absence of a clear abuse of discretion by the Company. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the five (5) working day period referred to in Step 1.

Expenses of Arbitration. The cost of arbitration, which shall include the fees and expenses of the Arbitrator, and an original of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

Time Limits. Any grievance not submitted to the Employer within five (5) Working days of the original event giving rise to the grievance shall be considered untimely.

Any grievance not appealed within the time limit specified in this Agreement shall be considered settled on the basis of the Employer's last answer and may not be further appealed or made the basis for any action either under this Agreement or otherwise.

Exclusive Remedy. The grievance and arbitration procedure set forth in this Article shall be the sole and exclusive remedy available to employees for any alleged violation of this Agreement.

ARTICLE 7 - UNION REPRESENTATIVES

Union Stewards. The Employer agrees to recognize no more than one (1) Steward as designated by the Union. Immediately upon the designation of such Stewards, the Union shall notify the Employer in writing of the employees' names and the Employer shall not be required to recognize any employee as Steward other than those whose names are furnished to the Employer as provided above.

Union Visitation. The Union's Business Representative shall be granted access to the Employer's work site at Fort Bliss (subject to any requirements imposed by the Government) at times mutually agreeable and convenient to the Employer and Union. Requests for such access shall be made in advance to the Project Manager or his designated representative. During any such visits, there shall be no interruption of work of any employee. The Employer may if it desires assign a representative to accompany such representative at all times while in the Employer's work area.

No Union Activity on Working Time. There shall be no Union activity by any employee, including Union Stewards, on Company time except as provided in Section 4 below. The investigation of an alleged grievance shall be conducted by the Steward during his or her non-working time and the non-working time of the employee or employees involved.

Grievance Processing on Company Time. One (1) Union Steward and the Grievant, who shall be required to attend, shall be permitted to present a grievance on Company time at the first step of the grievance procedure only. However, if in the opinion of the Employer this privilege is being abused, the Employer will give notice to the Union's Business Representative. A meeting will then be scheduled within ten (10) business days to discuss a corrective action plan by the Union. Thereafter, if the matter has not been corrected within twenty (20) business days, first step grievances shall be submitted to Program Manager via e-mail.

The Employer's exercise of this right is to correct and/or challenge abuses, as referenced above, is not subject to the arbitration provision of this Agreement.

When processing first step grievances on Company time, Stewards shall not leave their work stations without first obtaining permission from their immediate supervisor.

ARTICLE 8 – SUPERVISORS AND BARGAINING UNIT WORK

The Union recognizes the right of the Company to exclusive choice in the selection of its supervisory employees. The Company agrees that employees not included in the bargaining unit will not perform work ordinarily performed by bargaining unit employees, with the following exceptions:

- 1) Work that would not replace or displace a bargaining unit employee;
- 2) Work that would be unreasonable to assign to a bargaining unit employee;
- 3) In experimental and/or developmental work;
- 4) To demonstrate, instruct, assist or train;
- 5) To overcome service difficulties and to avoid interruption of schedules;
- 6) To prevent an accident or injury or prevent equipment or production damage;
- 7) To verify the performance of equipment;
- 8) To assure the quality of services; and
- 9) When bargaining unit employees are not immediately available to perform the required work.

ARTICLE 9 - SENIORITY

Seniority Defined. Two types of seniority are recognized:

- a) Seniority, which is the entire length of time an employee, has worked for the Employer, an acquired company seniority without regard to location, with the Company or any predecessor contractor performing similar work at the same Federal facility. When two or more employees are hired on the same day their seniority shall be determined by the order of employee identification number.
- b) Classification Seniority under this agreement shall be defined as length of continuous service by work classification on a regular assignment.

Probationary Period. All new employees shall be on probation for the first ninety (90) days of actual work during which time they may be disciplined or discharged without a reason being assigned and without recourse by the employee or Union to the grievance and arbitration provisions of this Agreement. The probation period may be extended by the Employer for an additional sixty (60)

days, and notification will be provided in advance. Upon completion of the probationary period, new employees will be added to the seniority lists with a seniority date retroactive to their most recent date of hire.

Seniority List. The Employer will maintain one (1) separate seniority list for employees performing work covered by this Agreement showing each employee's name, employee identification number, date of hire, classification, and rate of pay. A copy of the seniority list will be updated every six (6) months and provided to the Union upon request. Such list shall be subject to correction upon protest and clarification, but if no protest is made between (15) fifteen days of posting the list published will be assumed to be correct.

Transfers Out of Bargaining Unit. When an employee covered by this Agreement is promoted or voluntarily transfers to a job outside the bargaining unit within URS Ft. Bliss, the employee shall continue to accrue seniority for up to sixty (60) calendar days. If an employee requests to return to the bargaining unit within sixty (60) calendar days, the Employer, in its sole discretion, may allow the employee to return to his or her former job, if available, or to a suitable position should one exist. If the employees voluntary request a transfer from full time to part time he/she will place at the bottom of the employee's seniority list.

Loss of Seniority. The following will result in the loss of seniority:

- a) Voluntary quit
- b) Discharge for cause
- c) Layoff without recall for more than six (6) months
- d) Failure to return from layoff within five (5) days after being recalled
- e) Failure to report for work after the expiration of an approved leave of absence
- f) Absence for three (3) consecutive days without notification

ARTICLE 10 - REDUCTION IN FORCE

In the event the Company finds it necessary to reduce its staff by laying off employees, it shall notify the Union as expeditiously as possible of its intention and shall inform the Union of the number of impacted positions and names of the employees who have been identified, in accordance with established procedures, or who is to be laid off within a specific time frame, as well as the effective date of the layoff.

In cases of layoff, probationary employees working in the affected classifications shall be laid off first

without regard to their individual periods of employment. If further layoffs are necessary, qualified employees, within the applicable job classification, with the least seniority working in the affected classification shall be laid off.

The affected employee may opt to fill a vacancy in any classification if he/she is qualified and has the ability to perform within that classification.

Whenever a vacancy occurs in a classification with employees on layoff, qualified employees in that classification who are on layoff shall be recalled. Recalled first shall be the last person laid off in that classification. Recall shall thereafter continue, as above, in reverse order of layoff within the classification.

In the event an employee is offered another job by the Company outside the bargaining unit and the employee accepts such job and leaves the bargaining unit such employee shall lose all his seniority rights under this Agreement.

It shall be the responsibility of the employee to keep the Company informed of his/her present address and telephone number and to notify the Company, in writing, of any such changes within two (2) days of the date of any change.

ARTICLE 11 - HOURS OF WORK

No Guarantee of Hours. This Article defines the normal hours of work for all employees and provides a basis for calculating overtime pay. It shall not be construed as a guarantee of any number of hours of work per day or per week, or of any number of days per week.

Workweek and Workday. The workweek begins on Saturday and ends on Friday. The workday shall commence at the scheduled starting time of each employee and continue thereafter for twenty four (24) consecutive hours.

Normal Working Hours. The normal working hours shall be eight (8) hours per day, forty (40) hours per week. It is understood and agreed, however, that the Employer reserves the right to schedule employees for more or less than eight (8) hours a day and more or less than five (5) days a week when necessary to meet operational requirements or meet mission requirements. The recitation of this number of hours per week shall not imply any guarantee of forty (40) hour workweek or an eight (8) hour work day.

Work Schedules. The work schedules for each job classification, including the number of hours to be worked, shall be determined by the Employer in its sole discretion based upon the needs of the business.

Lunch Periods and Break Time. All employees shall receive a minimum of a one-half (1/2) hour, not to exceed one (1) hour (based on business schedule and need) unpaid lunch period. Lunch periods shall be as determined by the Employer to avoid any interruption of work. However, except in emergencies, no employee shall be required to work more than five (5) consecutive hours beyond the start of their shift without being allowed to eat lunch. Lunch periods shall be unpaid. All employees are entitled to one fifteen (15) minute paid break time in the first and second half of his /her shift.

ARTICLE 12 – OVERTIME AND OVERTIME PAY

Actual time worked in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) their regular hourly rate of pay.

Employees are required to work any overtime assigned by the Employer. An employee may be excused from working overtime if, there are sufficient qualified less senior employees immediately available and willing to complete the work in the time required by the Employer.

No overtime shall be paid unless such overtime work has been specifically authorized by the Employer or his designated representative.

When the Employer determines overtime work is necessary, the overtime work will be assigned in accordance to the all of the following steps:

- a) First, to an employee assigned to a specific task and qualified to perform the work.
- b) Second, to the most senior employee-on-the-job working regularly scheduled work hours in the classification requiring overtime work.
- c) Third, where the employee-on-the-job cannot be identified or additional employees are needed, the overtime work will be assigned by seniority to those employees in that classification who, are qualified to perform the required work and immediately available.
- d) Fourth, if additional employees are needed, the Employer may have the work performed by individuals not subject to this Agreement or who are deemed qualified from other covered work groups.

ARTICLE 13 - WORK ASSIGNMENTS AND TRANSFERS

In the event of an inequality of workload between classification of employees and/or departments or programs, or a manpower shortage in any department, management may select and assign qualified employees a temporary re-assignment or "transfer" to the classification, program or department required. At no time, during the transfer period, will the employee lose any benefits.

Transferred employees shall retain their current rates of pay, unless they are assigned to work in a higher classification, in which case they shall receive the higher rate of pay for the duration of their transfer.

As a general rule, transfers shall be limited to a forty-five (45) calendar day window. In the event that the Company requires more than forty-five (45) days, they shall notify the Union. During the transfer period, such employee will retain all benefits and rights listed under this agreement.

ARTICLE 14 - HOLIDAYS

Holidays Observed. Holiday pay will not exceed eight hours per holiday. The following days shall be observed as holidays:

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

Work on holidays will be scheduled by seniority based on a volunteer list consisting of qualified employees and qualified employees on call. Should mission requirements exceed the number of volunteer employees; the scheduling process will start with the least senior qualified employees after the volunteer list is exhausted.

During such week(s) all work performed in excess of forty (40) hours shall be paid for at one and one-half (1½) times the employee's basic rate of pay. Holiday hours are not direct work and will not be considered in the basis of calculating overtime, which is more than 40 hours worked in a work week.

If an employee works on any of these holidays, he/she shall be paid the standard shift rate (including applicable shift differential) for all hours worked, plus eight hours of holiday pay at the straight time rate of pay.

If a holiday falls on a full-time employee's regularly scheduled day off and he/she is not required to work, he/she shall receive the regularly assigned hours' pay at his/her straight time rate (holiday pay). A part time employee will receive prorated holiday pay at their regular hourly rate (holiday pay). The prorated pay is based on the historical hours worked during preceding year.

Should a holiday fall on a weekend, the day designated by the federal government shall be recognized as the holiday.

If a holiday falls within a full -time employee's vacation period, the employee shall be paid for their normal scheduled hours at straight time hourly rate (holiday pay) and not be required to use vacation hours.

In order to be eligible for holiday pay, the employee must work his/her last scheduled work day immediately preceding the holiday, his first scheduled work day immediately following the holiday, and the holiday itself if scheduled to work on the holiday.

Part-time employees will receive prorated holiday pay based on the historical average hours worked during preceding 90 calendar days.

ARTICLE 15 - VACATION/PTO

Length of Vacations. All employees covered by this Agreement shall be eligible for the following paid vacation time off:

After One (1) Year of Service	Eighty 80 hours
After Five (5) Years of Service	One hundred and twenty 120 hours
After Fifteen (15) Years of Service	One hundred and sixty 160 hours

Following March 1, 2020, each employee covered herein will receive their normal vacation deposit on their anniversary and effective the first full pay period following begin to accrue PTO in accordance with the table below. Vacation and Sick Leave will cease following the reference deposit.

Years of Service	Annual	Biweekly Accrual	Annual Carryover
0 years but less than 5 years	136	5.23	136
5 years but less than 10 years	176	6.77	176
10 years +	216	8.31	216

The Company shall have the exclusive right to fix and determine the vacation schedule; however, whenever practicable the Company will give consideration to the wishes and Company Seniority of the employees in scheduling vacation, but such schedule will be governed by operational requirements of the facility.

Vacation payment will be calculated on the basis of an employee's straight time rate of pay in existence at the time of vacation.

Vacation accrual for all PTOC employees shall be prorated by the number of hours which the employee worked in the year preceding the employee's anniversary date of employment.

Vacation shall be available for use on an employee's anniversary date. Upon the implementation of PTO, leave hours will be posted biweekly and available for use when posted.

Accrued, unused vacation/PTO remaining in the employee's account will be paid out annually on his/her anniversary. Employees, who are laid off or otherwise removed from the payroll, shall be paid any accrued, unused vacation/PTO. Vacation may be used in 30 minute increments.

During the month of January of each year the employees will schedule vacation time in accordance with seniority. Vacation time not scheduled during this month should be subject to availability of such available vacation time.

PTO may be used in the event of a personal illness or when an immediate family (as defined in bereavement) member requires care due to illness or injury or for a doctor or dental appointments for the employee or immediate family member.

ARTICLE 16 - WAGES AND HEALTH & WELFARE

Wage Rates. The wage rates for current job classifications that are to be effective for the duration of this Agreement are set forth in Schedule A.

Health & Welfare Rates. The health and welfare rates that are to be effective for the duration of this Agreement are set forth in Schedule A.

ARTICLE 17 - HEALTH AND WELFARE/401K

Plans Provided. The Employer currently has in effect certain benefit plans for employees covered by this Agreement, including hospitalization, basic life insurance, basic AD&D, accident and sickness (STD), vision, EAP, dental and a major medical benefits plan. The benefits and terms provided under these plans shall be as set forth in plan documents.

Administration of Plans. It is expressly understood that these benefit plans will continue to be unilaterally administered by the Employer and that the Employer may, in its sole discretion, change the insurance carriers, if any, and make other changes necessary to the administration of the plans.

Eligibility. Employees covered by this Agreement will become eligible for participation in the benefit plans mentioned above in accordance with the eligibility provisions of each Plan and on the same basis as other employees covered by the plans. Employees performing work subject to the health and welfare benefits herein prior to becoming eligible for the Employer's health and welfare plans, will be paid the hourly benefit specified in the Schedule A.

Payment of Benefits. Eligibility for and the payment of benefits under the foregoing plans shall be determined solely by the Employer or insurance carrier, if any. No dispute, grievance, or question arising from the administration, application or interpretation of these plans is subject to the grievance and arbitration provisions of this Agreement.

Payment of Costs of Coverage. The monthly cost for individual employee coverage under the various insurance benefits provided will offset the health and welfare benefit set for in Appendix A. The employee will be responsible for paying the difference through payroll deduction should the elected benefit premiums exceed the health and welfare benefit set in Appendix A. In the event that the actual cost of the health insurance provided is less than this amount, the excess shall be paid to the employee's individual 401 (K) account. Employee will have the option to waive all of the different benefits plans mentioned above, excluding Basic Life, Basic AD&D, Accident & Sickness (STD) and EAP if the employee has evidence of insurance through another source and the entire health and welfare benefit as set in Appendix A should be contributed to the employee's individual 401(K) account.

401k Plan. Employees are eligible to participate in the Company's 401(k) Retirement Plan on the first

day of employment. Employees may contribute 1% to 75% of their gross pay to the savings plan. Contributions can be made on a pre-tax, after-tax and/or Roth 401(k) basis. Employees are automatically enrolled at 1% pre-tax after 30 days of employment; Employees not wanting to contribute must access the website and "opt out" or decline the deduction. Employees should Contact Merrill Lynch to opt out or increase contributions and/or change how contributions are invested. The company's 401(k) plan is administered by Merrill Lynch Investments. (www.benefits.ml.com). There are no Company matching funds.

ARTICLE 18 – PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Employer shall provide employees with up to a yearly \$75.00 allowance for safety boots. Effective March 1, 2020, the allowance will increase to \$100.00 annually.

ARTICLE 19 - LEAVES OF ABSENCE

Family/Medical Leaves of Absence. Employees covered by this Agreement shall be entitled to leaves of absence as specified in the Federal Family and Medical Leave Act (FMLA) provided they meet the eligibility requirements of the FMLA. Failure to return to work within the leave time allowed by FMLA shall be considered a voluntary quit. During such leaves of absence the Employer may require periodic reports from the employee and/or his or her doctor confirming the employee's inability to work. Seniority shall continue to accrue during the leave of absence.

Personal Leaves of Absence. The Employer may, in its discretion, grant employee(s) an unpaid personal leave of absence of up to thirty (30) days for reasons and under conditions acceptable to it.

Military Leaves of Absence. An employee who enters active service in the Armed Forces of the United States will be given a military leave of absence in accordance with applicable law. Seniority shall accrue during such leave and reinstatement upon expiration of the leave will be in accordance with existing law provided the employee makes application for reemployment within the time limits specified by law.

ARTICLE 20 - JURY DUTY

All employees summoned for jury duty to a court of record shall be allowed and compensated at his/her regular rate of pay for a maximum of eight (8) hours per day spent on jury duty for each scheduled work day missed up to three (3) days per calendar year.

Hours spent on jury duty shall not be considered hours worked and will not be used in the calculation of overtime. Employees working the afternoon and night shifts shall not be required to report to work while on jury duty.

Payment received from the court for jury duty shall not be remitted to the Company. Employees shall present to the Company a statement from the clerk of the court showing the dates of such service and the amount of compensation thereof.

ARTICLE 21 - BEREAVEMENT LEAVE

Employees are authorized up to three (3) days of paid leave for a death in the immediate family. These 3 days must include the day of the funeral or burial, and they must be used consecutively. The maximum amount of bereavement leave that may be requested by an employee in any fiscal year is six (6) days.

For purposes of this Section, the immediate family includes: spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, and grandchild.

Proof of death and/or relationship to the deceased may be required.

No employee shall receive any part of bereavement leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons.

In no event shall pay for bereavement leave be in excess of eight (8) hours per day at straight time.

Should an employee require more time off, the employee may request vacation leave or leave without pay such as in cases where travel is required, with management approval.

ARTICLE 22 - SEPARABILITY, CAPTIONS AND TERMS

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, it shall equally include the other and whenever the masculine or feminine gender is used, it shall equally include the other.

ARTICLE 23 - SCOPE OF BARGAINING

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

The provisions of this Agreement shall be conclusive as to all bargaining matters relating to wages, hours, or work, and working conditions, except that rates of pay for new classifications are subject to bargain. Therefore, the Company and the Union, for the lifetime of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Company and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions. Past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling.

ARTICLE 24 - DURATION OF AGREEMENT

Duration. This Agreement shall be effective for a term of three (3) years as of May 1, 2019 and shall remain in full force and effect until midnight of April 30, 2022 and shall continue from year to year thereafter unless either party desires to change, modify or terminate this Agreement by giving ninety (90) days' notice prior to April 30, 2022.


Notices: Any notices given by either party under this Article shall be by registered mail, return receipt requested.

In witness whereof, each party has caused this Agreement to be executed on the day above written by its proper officers or duly designated representatives.

URS Federal Services, Inc.


Lester Jordan, Director
Employee & Labor Relations

Local 351, International Union of Operating Engineers


Juan De la Poma, Business Representative
6/18/19

SCHEDULE A

Job Classification	Current	3/1/2020	3/1/2021	3/1/2022
Fort Bliss				
Warehouse Specialist	\$ 11.99	\$ 12.47	\$ 12.84	\$ 13.23
Material Expeditor	\$ 17.14	\$ 17.83	\$ 18.36	\$ 18.91
White Sands				
Warehouse Specialist	\$ 11.47	\$ 11.93	\$ 12.29	\$ 12.66
Material Expeditor	\$ 19.89	\$ 20.69	\$ 21.31	\$ 21.95

All monetary increases in this Agreement will take effect the first full pay period following the date indicated.

Hazardous Pay Differential: A four (4) percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

Health and Welfare Benefit

The health and welfare benefit is paid based on all hours paid to include vacation/PTO, holiday, sick leave, jury duty and bereavement leave not to exceed eighty (80) hours biweekly.

Health and Welfare	Current	3/1/2020	3/1/2021	3/1/2022
Health & Welfare Benefit	\$ 4.27	\$ 5.00	\$ 5.25	\$ 5.50