

AGREEMENT

Between

NCS/EML JV III

and

LOCAL 351, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

U.S. PORT OF ENTRY
ALL LOCATIONS
LAREDO, TEXAS

Maintenance, Janitorial and Landscape Services
June 1st 2021 to May 31st 2025

CONTENTS	PAGE NO.
Parties to the Agreement	3
Article 1 Union Recognition	3
Article 2 Union Security	3
Article 3 Check-off Authorization	3
Article 4 Rights of Management	4
Article 5 No Strike - No Lockout	5
Article 6 Seniority	5
Article 7 Probationary and Temporary Employees	7
Article 8 Wages, Health & Welfare and Pension	7
Article 9 Hours of Work and Overtime	8
Article 10 Holidays	9
Article 11 Vacation	10
Article 12 Jury Duty	11
Article 13 Grievance and Arbitration	12
Article 14 Uniforms.....	13
Article 15 Health and Safety	14
Article 16 Leave of Absence	14
Article 17 Visitation Rights	14
Article 18 Captions and Terms	15
Article 19 Saving Clause	15
Article 20 Bulletin Boards.....	15
Article 21 No Discrimination	15
Article 22 Shop Steward	16
Article 23 Call-In Pay	16
Article 24 Funeral Leave	17
Article 25 Personal Leave.....	17
Article 26 Wage Rate Classifications	18
Article 27 Modification	18
Article 28 Duration	19
Schedule "A": Wages	20
Schedule "B": Health & Welfare and Pension.....	21

U.S. Port of Entry
All Locations
Laredo, Texas

This Agreement, made and entered into this 1st day of June 2021, by and between NCS/EML JV III with its principal office at 11501 Plantside drive Louisville KY, 40299 (hereinafter referred to as the “Company”) and Local 351 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 111 East Coolidge, Borger, Texas 79007 (hereinafter referred to as the “Union”).

ARTICLE 1
UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency in all matters concerning wages, hours and working conditions for all maintenance and janitorial personnel employed at U.S. Border Station, Laredo, Texas excluding all office and clerical employees, guards, professional employees, confidential employees and supervisors as defined in the National Labor Relations Act as amended.

ARTICLE 2
UNION SECURITY

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 3
CHECK-OFF AUTHORIZATION

Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, consistent monthly dues payable 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, or 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.

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

ARTICLE 4
RIGHTS OF MANAGEMENT

Except as specifically limited by the express language of this Agreement, the Company 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, work schedules, productivity standards, materials, equipment, facilities and accounting methods. To determine what products shall be handled or distributed and service or work performed at 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 and subcontractors, but not with the intention to diminish the size of the bargaining unit. The Company shall test, select and hire employees and assign them to work as needed; to establish hours of work; to transfer, promote and demote employees for just cause. The Company shall have the right to suspend, discipline and discharge employees for just cause or relieve them from duty for lack of work or for other proper reasons.

To Company shall have the right to establish and enforce rules and regulations relating to the operation of any and/or all facilities and to employee conduct.

ARTICLE 5
NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union shall not authorize, and the employees shall not participate in a strike of any kind, or any boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Company's business. During the life of this Agreement, the Company shall not lock out the employees.

ARTICLE 6
SENIORITY

Section 1. Classification Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment. Company Seniority under this Agreement shall be defined as length of continuous service from the employee's date of hire by NCS/EML JV III or a previous contractor performing these services at this site.

Section 2. The Company shall establish available work shifts, days off and vacation periods. Classification Seniority shall be considered in the selection of work shifts, days off, reduction and restoration of the working force. Company Seniority shall be considered in the selection of vacation periods, amount of vacation.

Section 3. Classification and Company Seniority lists shall be prepared by the Company and shall be posted January 1st of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

Section 4. In case of layoff, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation, less senior should be layoff first. In case of the restoration of the working force, seniority by classification shall be followed with due

consideration for the efficiencies and special needs of the operation, most senior should be reinstated first.

Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority lists.

Section 5. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

- A. The employee quits or resigns.
- B. The employee is discharged for cause.
- C. The employee is laid off and not re-employed within six (6) months.
- D. The employee has been laid off for less than six (6) months and the employee does not return to the service on or before a date specified in a Registered Mail letter from the Company mailed to the employee's last known address offering such employee re-employment, which date shall not be prior to three (3) days after mailing such notice, provided, however, that this paragraph D shall not apply to offers of temporary work. If after the allocated three (3) days the position has not been filled the employee will be given a first choice for rehire.
- E. An employee, while on a leave of absence, accepts another job, applies for unemployment compensation, or goes into business for himself, his employment and all seniority rights will automatically be terminated.
- F. The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- G. Absence from work for three (3) days or longer without notice.

ARTICLE 7
PROBATIONARY AND TEMPORARY EMPLOYEES

Newly hired employees shall be on probation for the first ninety (90) days of employment. During this period, employees shall receive the rates of pay provided herein, but shall not be entitled to any other benefits under this Agreement. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue vacation and personal leave benefits based on their total length of service with the Company.

Temporary employees are those who are employed for a period of ninety (90) days or less with notification to the Union.

ARTICLE 8
WAGES, HEALTH & WELFARE AND PENSION

The Wage rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

The Health & Welfare and Pension rates which shall be effective during the term of this Agreement are set forth in Schedule "B".

ARTICLE 9
HOURS OF WORK AND OVERTIME

Normal Hours. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at

overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week, or as limiting the right of the Company to determine and fix work schedules and to require such employees to work any specified number of hours either per day or per week.

The normal work week for Mechanics, Helpers, Painters/Laborers and Groundskeepers shall be forty (40) hours, consisting of five (5) work days of eight (8) hours each day in a pay week.

The normal pay week for Janitors shall be forty (40) hours per week consisting of five (5) days per week, seven (8) hours per day.

Full time employees are those working thirty (30) hours or more per week. Part time employees are those working less than thirty (30) per week.

It is a condition of employment that all employees sign up for and maintain a current and active direct deposit bank account. All pay shall be solely done by means of direct deposit to an employee's bank account of record with the employer. Pay dates are the 10th and the 25th, Payrolls run Sunday thru Saturday, work performed the 1st thru the 15th will be paid on the 25th. Work performed the 16th thru the end of the month will be paid the following month on the 10th.

Overtime. The rate of one and one-half times (1 1/2 X) the regular straight time rate of pay shall be paid for all work performed in excess of forty (40) hours in any pay period running Sunday through Saturday and for all work performed on a holiday as defined in this Agreement in addition to holiday pay.

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.

In order to meet operational or maintenance needs, or in case of emergency, employees may be required to work overtime.

The Company will make every reasonable effort to distribute overtime opportunities as equally as practicable among employees in their respective job classifications within a reasonable period.

The Employer shall be free to fix the starting hours of shifts and to determine the work schedule from time to time depending upon the business requirements. The Employer agrees, when possible, to post a work schedule at a convenient place for observation by the employees at least one (1) week in advance. All changes in regular scheduled days off and shifts shall be posted 48 hours in advance unless there is an emergency.

ARTICLE 10 **HOLIDAYS**

The Company will pay eligible employees for the following holidays not worked:

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

Employees will be paid their normal scheduled hours at their normal straight time hourly rate for holidays. Hours paid for holidays not worked shall not count as hours worked in a work week for purposes of over time calculations. Employees required to work on a holiday shall be paid in addition to their normal straight time holiday rate, for the assigned shift on the holiday at the rate

of time and one-half (1 1/2 X) for the first eight (8) hours worked. Hours worked on the assigned shift on the holiday in excess of eight (8) hours shall be paid at two and one-half (2 1/2 X) times their hourly rate.

To be eligible to receive holiday pay, an employee must be on the active payroll and must work the last regularly scheduled shift prior to and the first regularly scheduled shift following the holiday unless he is on vacation.

If a holiday falls within an employee's vacation period, the employee shall be paid eight (8) hours additional pay at his straight time hourly rate in lieu of the holiday.

ARTICLE 11
VACATION

An employee, who shall have attained the years of continuous service specified in the following table, shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table:

Years of Service	Entitlement
After completing one (1) year of service	Ten (10) days
After completing five (5) years of service	Fifteen (15) days
After completing ten (10) years of service	Twenty (20) days

The Company shall have the exclusive right to fix and determine the vacation schedule; however, wherever practicable the Company will provide priority consideration to those employees with the most seniority in scheduling vacation, but such schedule will necessarily be governed by the operating requirements of the facility.

Paid vacation hours taken during the course of a work week shall not count as hours worked for over time calculation.

Vacation payment will be calculated on the basis of a regularly scheduled day at the employee's straight time rate in existence at the time of vacation.

Paid vacation entitlement shall be based on the employee's anniversary date with the Company or previous contractors. Vacation shall not be carried over from one year to another year. Earned vacation must be used; it will not be paid out except upon resignation/termination. If an employee's anniversary date falls within 90 calendar days of the end of the employer's contract with the government and they are unable to schedule vacation due to employer's workload requirements, all unused vacation earned at their anniversary period will be paid out.

During the month of December, the employees will schedule their vacation time for the following year in seniority order starting with the most senior. Vacation time not scheduled during the month of December should be subject to availability of the requested time without considering seniority. Once the employee submits the vacation request the Company agrees to give an answer to the employee within five (5) working days. Once the Company approves the vacation request, such approval cannot be canceled without bargaining with the Union.

Eligible employees, who are laid off or otherwise removed from the payroll, shall be paid any unused vacation pay.

No leave without pay (LWOP) will be granted until all vacation is used.

ARTICLE 12 **JURY DUTY**

An employee summoned for Jury Duty to a court of record shall be allowed, whenever possible, the necessary time off for such service.

Whenever an employee may be summoned, he shall be compensated for the difference between his straight time hourly rate for such scheduled work hours lost and the payment received for jury duty, to a maximum of five (5) days, following presentation to the Company of a statement

from the clerk of the court showing the dates of such service and the amount of compensation thereof.

Jury Duty requiring more than five (5) days shall be reviewed on a case-by-case basis by the Corporate Human Resource Department and the Union Representative.

ARTICLE 13 **GRIEVANCE AND ARBITRATION**

Section 1. Definition: A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company, or of the Union which involves the interpretation, application of or compliance with the provisions of this Agreement.

Section 2. Procedure:

Step I Within five (5) working days of an incident or event giving rise to a grievance, the Shop Steward or the Union representative must discuss the grievance with the Project Manager in order to initiate the grievance. The employee may be accompanied his Steward, if he so desires. The Company shall render a decision within forty-eight (48) hours after the conclusion of the Step I hearing.

Appeal If the Union wishes to appeal, it must appeal a denied grievance to Step II within forty-eight (48) hours after the receipt or non-receipt of the Company's decision. Such appeal shall be in writing to the Project Manager or department head of the Company's operation at the facility.

Step II The Shop Steward or Union Representative shall represent the employee. The Project Manager shall meet with the Steward or Union Representative within ten (10) working days following the appeal. A decision by the Company shall be rendered within seven (7) days.

Appeal The Union may appeal a denied Step II grievance to Step III within twenty (20) working days of the receipt or non-receipt of the Step II decision.

Step III The Union Business Representative shall meet to discuss the grievance with the the Corporate HR Director. A decision by the Company shall be rendered within seven (7) days.

Appeal The Union may appeal a denied Step III grievance to Arbitration within twenty (20) working days of the receipt or non-receipt of the Company's decision.

Where a grievance protests the discharge of an employee, the above procedure may be waived by both the Union and the Company so as to permit the grievance to be referred directly to step 3 of the grievance procedure.

Step IV Arbitration: In the event that the Union or the Company elects to arbitrate the grievance, it shall be heard by an arbitrator to be designated by mutual agreement of the Company and the Union.

In the event the parties fail to mutually agree upon an arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service. The party requesting the arbitration should go first on the striking process to select an arbitrator.

The arbitrator's decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any

way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

ARTICLE 14
UNIFORMS

Uniform services will be provided by the Company at no cost, 11 sets will be provided for all Employees. If safety shoes are required, the company will provide \$100 annually toward the purchase.

ARTICLE 15
HEALTH AND SAFETY

The Company and the Union shall cooperate to promote employee safety and accident prevention in and around all operations and premises.

The Company shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of employees in case of accident or illness.

It shall be the responsibility of each employee to maintain his place of work in a clean and orderly condition. Employees shall be required to observe safety rules and regulations established by the Company, including the use of prescribed safety equipment or clothing.

As a condition of continued employment all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to the operations, health and safety.

ARTICLE 16
LEAVE OF ABSENCE

Employees with at least one (1) year of service may, at the discretion of the Company, be granted a leave of absence without pay for periods not to exceed thirty (30) calendar days in any year. No leave without pay will be granted until all PTO is used.

ARTICLE 17
VISITATION RIGHTS

Officers of the Union shall have the privilege of visiting members of the Union during working hours upon reasonable notification of the Project Manager or his designee but only to such extent that it does not neglect, retard or interfere with the work duties of the employee.

ARTICLE 18
CAPTIONS AND TERMS

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

ARTICLE 19
SAVING CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 20
BULLETIN BOARDS

The Company agrees to provide Union with a bulletin board; however, all material to be posted requires the approval of the Project Manager or his designee prior to posting.

ARTICLE 21
NO DISCRIMINATION

It is agreed by the Company and the Union, there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability of any individual in accordance with applicable law, national origin, sex, sexual preference, veteran's status or as a veteran of the Vietnam era.

ARTICLE 22
SHOP STEWARD

The Union may select two (2) employees of the Company to act as Shop Steward. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

Section 1. The investigation and presentation of grievance to the designated Company's representative in accordance with the provisions of the collective bargaining agreement.

Section 2. Shop Steward may receive and may discuss grievances of employees on the premises of the Employer, but only to such extent as does not neglect, retard or interfere with the work or duties of employees. Shop Steward shall obtain permission of his respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon return.

Section 3. The transmission of such messages and information which shall originate with and be authorized by the local Union, or its officers, provided such messages and information had been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or other interferences of the Employer's business.

Section 4. Any activities undertaken by the Shop Steward outside of his normal working hours shall not be considered as time worked for pay or overtime purposes.

ARTICLE 23
CALL-IN PAY

If an employee has completed his shift, leaves the premises, and is called back to work, he shall be guaranteed a minimum of two (2) hours pay or two (2) hours of work at the applicable rate. This provision shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to and through his regular shift. The fore-going guarantee shall not apply in the event the call-in is the result of the employee's prior negligence or poor workmanship. All call-ins must be approved by the Project Manager or his designee.

ARTICLE 24
FUNERAL LEAVE

1. Funeral Leave is a benefit designed to permit an employee time off from scheduled work to actually attend the funeral of a relative (as described below).
2. Only work days which fall within two (2) calendar days before the day of the funeral or within two (2) calendar days after the day of the funeral qualify for this benefit.
3. Up to three (3) work days may qualify for funeral leave in the event of the death of a member of their immediate household who is related by blood or marriage, or in the event of the death of a father, mother, child, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law of the employee or the employee's spouse who may not be residing in the same household. Special circumstance may qualify for one (1) additional day if approved by the Corporate Human Resource Department.
4. Additional time off may be approved based upon individual's need and subject to Company approval.
5. Funeral Leave will not be granted unless the employee is actually attending the funeral. The amount of time off authorized will depend on circumstance and distance to be traveled.
6. The Company reserves the right to request verification of death and relationship.

ARTICLE 25
PERSONAL LEAVE/SICK LEAVE

Employees are entitled to sick leave, with pay, at the employee's regular rate of pay, as identified in Schedule "A" in accordance with executive order 13706. The Company requires medical proof of illness for absences in excess of three (3) consecutive days, or as needed based on individual circumstances, and failure to provide said proof may result in non-payment of sick leave pay, as well as disciplinary action. Employees may use sick leave in One (1) hour increments. The Company must provide employees with one (1) hour of paid sick leave for every thirty (30) they work up to fifty six (56) hours of paid sick leave each year. Unused personal leave/sick leave will not be paid to the employees. Personal leave/sick leave shall not be used as an extension of vacation time, cases involving this matter will be treated on a case by case basis. Unused sick leave accrued but not used from one accrual year to the next will be carried over, however, no employee will be allowed to have a total accrual of more than 56 hours of sick leave at any given time. Unused sick leave carried over from the previous accrual year does not count toward the 56-hour limit in the next accrual year but the employees' amount of paid sick leave at any point in time will be limited to 56 hours.

An employee may use paid sick leave for time he or she would otherwise be working on or in connection with a covered contract if he or she is absent because of:

- (1) A physical or mental illness, injury, or medical condition.
- (2) Obtaining diagnosis, care, or preventive care from a health care provider.
- (3) Caring for her child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.
- (4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.

ARTICLE 26
WAGE RATE CLASSIFICATIONS

The wage rate classifications and present job titles applicable thereto are attached and made part hereof as Schedule "A". Employees will be paid for time worked in each classification to which assigned at not less than the job rate for the work performed.

ARTICLE 27
MODIFICATION

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or 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 bargainable matters relating to wages, hours or work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Company and the Union, for the lifetime of the 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.

ARTICLE 28
JOB POSTINGS, BIDDING, AND PROMOTION PROCEDURES

Jobs vacant within the bargaining unit will be filled through this job posting and bidding procedure within 60 days from the date of the vacancy. Notices of vacancies will be posted on all bulletin boards. Each vacancy should require a posting to include the number of positions available.

The notice will state the kind and location of the position together with minimum qualification required to perform the work.

Eligible employees will have a period of ten (10) days to notify the Company Representative, as shown on the posted notice, in writing of his desire to be considered for the position. The Company will notify all bargaining unit employees before going outside the Company to fill the vacancy.

Before filling job vacancies, qualified employees will first be considered in seniority order before filling the vacancy from other sources.

The Company will notify the Union's Business Representative or his designee and all unsuccessful bidders as to who was selected to fill the vacancy.

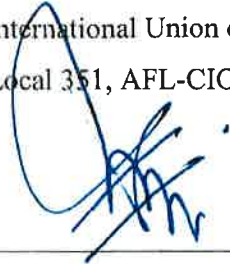
ARTICLE 28
DURATION

This Agreement shall be in full force and effect from 12:01 A.M. June 1st 2021 to 12:00 midnight May 31st 2024 , and shall continue from year to year thereafter, unless written notice of desire to modify or terminate the Agreement is served by either party upon the other sixty (60) days prior to the date of expiration.

In Witness Whereof, the parties hereto have executed this Agreement as of this 8th day of, June 2021.

NCS/EML JV III

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



Miguel Montano
Managing Member

Juan De la Torre
Business Representative

6/28/2021

Date

6/25/21

Date

SCHEDULE "A"
WAGES

Classification	Current	June 1st 2022	June 1st 2023	June 1st 2024
Chief Engineer	\$35.95	\$37.03	\$38.14	\$39.28
Electrician/Maintenance Mechanic	\$31.24	\$32.73	\$33.72	\$34.73
HVAC/Maintenance Mechanic	\$31.24	\$32.73	\$33.72	\$34.73
Lead Custodian	\$17.74	\$18.68	\$19.24	\$19.82
Custodian	\$15.67	\$16.50	\$17.00	\$17.51
Production Control Clerk	\$17.74	\$18.68	\$19.24	\$19.82

Mileage Allowance and Transit Pay:

Employees performing their duties while using their personal vehicle when authorized will be provided compensation per mile in accordance to the IRS standard mileage rate for business currently at 54 cents for mile business driven.

Shift Differential:

Employees working a scheduled third shift will be paid a shift differential rate of 40 cents per productive hours.

**SCHEDULE "B"
HEALTH & WELFARE AND PENSION
HEALTH INSURANCE**

The Company agrees to provide health & welfare to all employees' subject to this agreement at the hourly rates listed below. These rates will be applied to all hours paid up to 40 hours per week, not to exceed 2,080 hours per year. The company will make a health plan available, compliant to the Affordable Care Act requirements, to all full-time employees regularly scheduled 30 hours or more. Employees working less than 30 hours per week will have their health & welfare funds placed in the companies 401K on their behalf. If a full-time employee selects benefits in excess of earned Health & Welfare funds it will be deducted from their check. Any health and welfare funds not specifically applied towards an employee's enrollment premiums for coverage in the health plan will instead be contributed to the Company's 401k Plan on behalf of the employee. Eligibility for coverage in the Company's health plan is available to the employee upon hire.

	Current	June 1st 2022	June 1st 2023	June 1st 2024
Health & Welfare	\$5.22	\$5.49	\$5.65	\$5.82

Example:

For Full-Time Employees, H&W will be paid by taking monies earned up to 40 hours per week, (2,080 annually), and dividing it into 24 equal payments.

For example: 2080 X \$5.22 (Current) per hour H&W = \$10,857.60, \$10,857.60 divided by 24 pay periods equals \$452.40.

Therefore, full-time employees will earn \$452.40 in H&W per pay period if an employee earns 40 hours per week of compensation. Compensation is defined as the following; hours worked, Vacation, Sick Time, bereavement, Holidays, or other regular time (non-overtime) hours paid by the employer.

Long-Term Disability:

The employer shall submit a report and pay the full hourly Long-Term Disability contributions on behalf of all employees covered by this collective bargaining agreement who are listed on the payroll as of the first calendar day of the month. Such report and payment shall be submitted between the 10th and the 20th day of the following month. Newly hired employees shall be covered by the benefits the month following receipt of the first premium.

Any and all increases in Long-Term Disability contributions throughout the year will be deducted from the employee's paychecks.

Pension:

The Company agrees to contribute the amounts listed below per hour paid, not to exceed 40 hours per week and two thousand and eighty (2,080) hours per year, for all employees as covered herein, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

	Current	June 1st 2022	June 1st 2023	June 1st 2024
Pension	\$1.95	\$2.06	\$2.12	\$2.19