

AGREEMENT

between

ALLEGIANT FACILITY SERVICES JOINT VENTURE, LLC

and

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

**Maintenance Services
January 1, 2022 thru December 31, 2024**

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This Agreement, made and entered into this 1st day of January 2022, by and between Allegiant Facility Services Joint Venture LLC with its principal office at 4203 Gardendale Street, Suite C210, San Antonio, TX 78229 (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 employees personnel employed by the Company under GSA El Paso Full Maintenance Contract No. 47PH0218D0002 excluding, custodial and, 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 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, 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 current dues structure is two times the regular rate plus \$ 13.60 per month.

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. The company shall determine what products shall be handled or distributed and service or work performed at its facilities 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. 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. The 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 the Company or a previous contractor performing the services under any prior contracts of the same properties performed for the General Services Administration, El Paso District.

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, and sick leave.

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 thirty (30) 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. 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. The Steward shall be the last employee in his classification laid off provided he has the ability to perform the remaining work.

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 five (3) days after mailing such notice, provided, however, that this paragraph D shall not apply to offers of temporary work. If after the allocated 3 days the position has not been filled the employee will be given 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. For purposes of this Article, any employee hired from the previous contractor will be grandfathered the continuous service with the previous contractor provided there was no break in service. 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 sick 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 full time employees, shall be forty (40) hours, consisting of five (5) work days of eight (8) hours each day in a pay week. Where possible each employee shall have two (2) regularly assigned days off after each forty (40) hour workweek and, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, shall be paid overtime accordingly, but shall not be reassigned alternate days off to avoid payment of overtime. All employees are paid semi-monthly.

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.

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. However, familiarity and assignment to buildings will also be taken into consideration.

The Company shall be free to fix the starting hours of shifts and to determine the work schedule from depending upon the business requirements. The Company 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 hrs. 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
Juneteenth	

Employees will be paid their normal scheduled hours at their normal straight time hourly rate for holidays. Employees required to work on a holiday shall be paid in addition to their normal straight time rate an additional standard straight time rate for the holiday hours worked. This additional straight time rate will be paid in addition to the holiday pay.

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
One (1) year of service	Ten (10) days
Five (5) years of service	Fifteen (15) days
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.

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.

Payment of vacation pay shall be made to each employee entitled thereto on the last regular payday of the company published payroll schedule.

Vacations shall be based on an employee's anniversary date.

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

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 and the Company's Project Manager of the Facilities with its Corporate Office and the Union Representative will make a decision.

Article 13
Disciplinary Actions

Employee Discharge: The Employer reserves the right to discharge any employee for just cause. No employee shall be discharged, except hereinafter provided, unless he/she shall have been given warning notices, in writing. Whenever a warning notice is issued by the Employer, a copy of such notice shall be sent simultaneously to the Union Business Manager. Such notice shall state the complaints of the Employer.

1st Offense: Written Warning

2nd Offense: Written Warning or Discharge depending on severity of the incident (i.e., insubordination)

3rd Offense: Time Off or Discharge

No warning notices need to be given to an employee before he/she is discharged if the cause of such discharge is for proven dishonesty, sexual or other discriminating harassment,

theft, insubordination, possession of weapons or explosives, inability to maintain security credentials, Conviction of a felony or misdemeanor which compromises the integrity of the business or is otherwise related to the employee's job duties, drug sale, use, possession or impairment, drunkenness, willful destruction of property, or willful damage of equipment. All official disciplinary warnings against an employee's record shall be in writing and a copy thereof shall be given to the Union.

In the event any employee goes for a period of twelve (12) consecutive months without receiving an official warning on the same all previous warnings for that subject shall be removed from consideration of any proceedings which affect the status of the employee.

Drug and Alcohol Testing:

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

Further, the use of alcohol is strictly prohibited in the work place. The Company's Drug-Free and Alcohol-Free Policy will be made an appendix to this agreement.

Employees will be scheduled for alcohol and drug testing as directed or required including pre-employment. When the employee is notified of being selected for drug testing, they will be offered union representation by a steward prior to and during the actual sample gathering process. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a federally approved testing laboratory. Employees may also be sampled for alcohol and drug use upon reasonable suspicion, random testing and work related accidents or injuries.

Article 14
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 must provide a written grievance to the Project Manager in order to initiate the grievance. The employee may accompany his Steward, if he so desires. The Company shall render a written decision within five (5) working days 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 or department head shall meet with the Steward or Union Representative as expeditiously as possible. A decision by the Company shall be rendered within ten (10) working days .

Appeal The Union may appeal a denied Step II grievance to Step III within ten (10) working days of the receipt or non-receipt of the Step II decision. The Union must provide written notice of appeal.

Step III The Union Business Representative shall meet to discuss the grievance with the Project Manager and the Company's Corporate Representative as expeditiously as possible. A written decision by the Company shall be rendered within ten (10) working 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. The Union must provide written notice of appeal and the Company will render a written decision within ten (10) working days.

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 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 15 **UNIFORMS**

The Company will provide five (5) shirts at no cost to the employees. In addition the Company will provide replacement shirts each year if necessary. The Company shall provide employees with up to an annual reimbursement of \$100.00 allowance for uniforms pants. The Company shall provide reimbursement to employees for the cost of safety boots not to exceed

\$125 per year (Jan 1st to Dec 31st) with receipt. The Company will determine which positions are designated for this reimbursement.

Article 16
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 17
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.

Employees are allowed to donate, and/or contribute any leave days to another employee.

Article 18
Visitation Rights

Officers of the Union shall have the privilege of visiting members of the Union during working hours upon reasonable notification of the Manager or his designee but only to such extent as does not neglect, retard or interfere with the work or duties of employees. This may not be in violation of any Federal Government standards or security provisions. It must also be during the employee's time not designated for work.

Article 19
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 20
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 21
Bulletin Boards

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

Article 22
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 23
Shop Steward

The Union may select two (2) employees of the Company to act as Shop Steward and shall notify the Company upon selection. 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. The Shop Steward may receive and may discuss grievances of employees on the premises of the Company, but only to such extent as the receiving and discussing of grievances 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 Company'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 24
Call-in Pay

If an employee has completed his shift, leaves the premises, and is called back to the facilities, he shall be guaranteed a minimum of two (2) hours pay or actual time worked at the applicable rate, whichever is greater, measured from the time he/she receives the call until the time he/she completes work on the callout and closes out the service order. If the employee receives additional calls during the time between the first call and prior to closing out the service order, no additional two (2) hours minimum will be paid for the new call. This will not apply to repeat calls from the initial call for the same issue and is applicable if the employee is more than 5 (five) miles away. 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. Employees who are assigned to be on call by the Company shall receive an additional one dollar (\$1.25) per/hour on their regular rate of pay for up to forty (40) hours per week during the workweek in which they are in on-call status.

Article 25
Sick Leave

Employees are entitled to sick leave, with pay, at the employee's regular rate of pay, as identified in Schedule "A". 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 employee will accumulate 4.67 hours per month or 7 full days per year. Sick leave not used will be paid on the next pay period after the anniversary date of this agreement.

Sick leave may be used in the event of a personal illness or when an immediate family spouse, child (including stepchild), parent (including stepparents and in-laws), sibling (including in-laws), and grandchild member requires care due to illness or injury or for a doctor or dental appointments for the employee or immediate family member.

ARTICLE 26- 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 (including stepchild), parent (including stepparents and in-laws), sibling (including in-laws), grandparent (including in-laws) and grandchild.

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

Article 27 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 28 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, 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 29
Duration

This Agreement shall be in full force and effect from 12:01 A.M. January 1, 2022, to 12:00 midnight December 31 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 1st day of December 2021.

	1 December 2021
Allegiant Facility Services Joint Venture LLC	Date
	12/1/21
International Union of Operating Engineers, Local 351, AFL-CIO	Date

SCHEDULE "A"
WAGES

Classification	Current	1/1/2022	1/1/2023	1/1/2024
Chief HVAC	\$ 31.35	\$ 32.29	\$ 33.26	\$ 34.26
HVAC Mechanic	\$ 29.23	\$ 30.11	\$ 31.01	\$ 31.94
General Maintenance Worker	\$ 19.75	\$ 20.34	\$ 20.95	\$ 21.58
General Clerk	\$ 19.98	\$ 20.58	\$ 21.20	\$ 21.83
Electrician	\$ 30.35	\$ 31.26	\$ 32.20	\$ 33.16

Mileage Allowance and Transit Pay:

Employees performing their duties while using their personal vehicle when authorized by the **Company's project manager** will be provided compensation per mile in accordance to the IRS standard mileage rate for business currently at 56 cents for mile business driven.

SCHEDULE "B"
HEALTH & WELFARE, LONG TERM DISABILITY AND PENSION

Health Insurance

The total Health and Welfare Benefit (“HWB”) contribution to be paid by the Employer under this Agreement shall be as follows per hour paid not to exceed forty (40) hours per week and not to exceed 2080 hours per year.

The Company and the Union agree and acknowledge that the HWB contributions mentioned below will be paid to the Employer's group health insurance plan not to exceed forty (40) hours per week per employee. Any contribution in excess of the cost of such health insurance plan will be contributed to an employee’s saving 401(K) account set up by the Employer.

Employee will have the option to waive all of the different health insurance plans mentioned above if the employee has evidence of insurance coverage that is in compliance with the Affordable Care Act and the health and welfare benefit below should be contributed to the employee’s 401 K account. It is the employee’s responsibility to maintain the health insurance coverage active for the life of this agreement.

	Current	1/1/2022	1/1/2023	1/1/2024
Health and Welfare Benefit	\$ 6.00	\$ 6.15	\$ 6.30	\$ 6.46

Pension:

Effective January 1, 2018 the Company agrees to contribute the amounts listed below per hour paid, not to exceed two thousand and eighty (2080) 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	1/1/2022	1/1/2023	1/1/2024
Central Pension Fund	\$ 2.15	\$ 2.20	\$ 2.26	\$ 2.32