

COLLECTIVE BARGAINING AGREEMENT

Between

Genesis Performance Group, Inc.

El Paso, TX

-and-

International union of Operating Engineers

Local 351, AFL-CIO

El Paso, TX

July 1st, 2022, thru June 30th 2023

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SCHEDULE A

ARTICLES OF AGREEMENT

THIS COLLECTIVE BARGAINING UNIT AGREEMENT ("Agreement") is made and entered into this 24 Day of June 2022 between Genesis Performance Group, Inc. (herein referred to as "Employer" or "Company"), located at 6925 Oakland Mills Road H-429, Columbia, MD 21045, and International Union of Operating Engineers Local 351, AFL-CIO- with offices at 6967 Commerce St., El Paso, TX 79915 and 111 E. Coolidge, Borger, Texas 79007 (hereinafter referred to as the "Union").

ARTICLE 1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency in all matters concerning wages, hours and working conditions for all General Clerks employed by Genesis Inc. at El Paso, Texas excluding all supervisors as defined in the National Labor Relations Act as amended.

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 31st day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement in accordance with Section 8(a) (3) of the Labor Management Relations Act and any amendments or additions thereto. 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.

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 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.

ARTICLE 3. CHECK-OFF AUTHORIZATION

Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay initiation fees currently (\$0.00) and uniform monthly dues (\$44.50), 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.

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. BULLETIN BOARDS

The Company agrees to allow the posting of notices of the Local Union business and meetings on bulletin boards at those places where Union members are routinely working. All material to be posted requires the approval of the GPG PM and Site Supervisor Manager or his designee (at minimum) one (1) week prior to posting.

ARTICLE 5. SHOP STEWARDS

The Union shall select one (1) employee as shop steward. A shop steward's authority shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the designated Company's representative in accordance with the provisions of this agreement.
2. The shop steward may receive and may discuss grievances of employees on the premises of the company, but only to such extent as does not neglect or interfere with the work duties of employees. The shop steward shall obtain permission of his/her respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon his/her return.
3. The transmission of such messages and information which shall originate with and be authorized by the Union, or its officers.

ARTICLE 6. SUPERVISORS AND BARGAINING UNIT WORK

The Union recognizes the right of the Company the exclusive choice in the selection of its supervisory and other 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. To demonstrate, instruct, assist or train;
4. To overcome service difficulties and to avoid interruption of schedules;
5. To assure the quality of services;
6. When bargaining unit employees are not immediately available to perform the required work; and
7. When required in an emergency.

The Company will not displace employees who are absent for no more than 30-days; however, the work will be performed as needed on the contract as the Company deems necessary by either a Company employee from another location and/or by a Government.

ARTICLE 7. GRIEVANCE PROCEDURE

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented by the Union in writing to the Company at every step. Such writing shall specify the acts upon which the grievance is based, and the particular provisions of this Agreement allegedly violated by said acts.

Failure on the part of the Company to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

Any grievance or dispute must be submitted to the Company within five (5) working days after the occurrence of such grievance or within five (5) working days after the Union or employee, by use of reasonable diligence, could have known of the occurrence of the act upon which such grievance is based. Any grievance not initially raised within the said period of time and pursued thereafter in a timely manner as set forth below shall be deemed to be waived.

Where a grievance protests the discharge of an employee, the Company and the Union mutually agree to waive Steps 1 and 2 of the grievance Steps, so as to permit the grievance to be referred directly to Step 3.

Grievance Steps

Step 1: The aggrieved employee and/or Union representative shall present the grievance to the employee's Associate Project Manager (APM) within the time five (5) working days herein. The APM shall respond within five (5) working days after the initial presentation.

Step 2: If the grievance has not been settled in Step 1, or if the APM has not responded within the stated five (5) working day period, the grievance shall be in writing form submitted to the Project Manger within five (5) working days following the APM's answer in step 1. Thereafter a meeting/conference will be scheduled between the Project Manager, the affected employee, and Union Representative within five (5) working days. The Project Manger will give a written response within five (5) working days following such meeting/conference.

Step 3: If the grievance has not been settled in Step 2, or if the Project Manager has not responded within the stated five (5) working day period, the Union within ten (10) working days after receipt of the Company's answer in step 2, request in writing a meeting/conference with the Company's General Manger, affected employee, and the Union Representative. Upon such request, the meeting/conference will be scheduled within ten (10) working days. The Company will give a written response within ten (10) working days following such conference.

The time limits herein may be extended by mutual agreement and neither party will unreasonably object to such request for an extension.

ARBITRATION PROCEDURE

If the grievance is not settled satisfactorily in Step 3, or if the Company does not respond within the time limit established in Step 3, then within seven (10) working days from the receipt of the Company's answer in Step 3, or from the date said answer was due, the Union will have the right to request to arbitrate the grievance, provided arbitration thereof is not precluded by this Agreement.

The Union's right to arbitrate shall be limited to the precise issues and provisions of this Agreement set forth in the Union's written statement of the grievance as initially presented to the Company.

It is further understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the Union and members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

The Union shall submit the grievance in writing to the Federal Mediation and Conciliation Services ("FMCS") and send a copy of such letter to the Company. The union shall specify the issues to be arbitrated and the clauses of the collective bargaining agreement upon which it bases its claim. In the letter to the FMCS, the Union shall request the FMCS to furnish it and the Company identical lists of seven (7) persons eligible to serve as Arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party which requested arbitration will alternate in striking a name from the list until only one name remains.

The award of the Arbitrator so appointed shall be final and binding upon the parties.

The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Any award of back pay or benefits shall not begin any more than five (5) days prior to the date the grievance is filed. Back pay or benefits shall be limited to the amount of wages and benefits the aggrieved employee otherwise would have earned from employment. Any award of back pay or benefits shall be offset by any unemployment earnings, other outside earnings, or other offsets deemed appropriate to the Arbitrator.

Only one (1) grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

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.

ARTICLE 8. SENIORITY

Company Seniority shall be defined as the employee's length of continuous service with the Company in the bargaining unit commencing with the date on which the employee began to work after last being hired by the Company or a previous contractors performing the services in accordance with the Service Contract Act. If two or more employees are hired on the same date then seniority shall be decided by the employees' last four numbers of their respective social security number, lowest to highest.

The Seniority list 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 list 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. Such list shall be posted in a visible place where all the employees can see it.

Accrual of Company Seniority:

- A. Company Seniority shall accrue and not be lost during an employee's vacation.
- B. A full-time employee on approved Leave of Absence in accordance with Article 9 shall continue to accrue seniority during their leave of absence.

Loss of Company Seniority

An employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- A. Voluntary quit
- B. Discharge for just cause
- C. The employee has been laid off for more than six 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 re-employment, which date shall not be prior to five (5) days after mailing such notice.
- D. An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if he/she is again employed by the Company. The failure of the Company to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9. LEAVE OF ABSENCE

Full time employees with at least one (1) year of service may be, at the sole discretion of the Company, granted one leave of absence without pay for a period not to exceed thirty (30) calendar days in any one year.

The Company will endeavor to return the employee to his/her position and shift depending upon the operational needs of the Company at the time. However, the employee will be returned to an open position the employee is qualified to fill.

The employee must return to active duty at the end of his/her leave in order to retain employment. Failure to return from leave on the designated return date will result in the termination of the employee.

The employee may not work elsewhere during the leave. In the event an employee works during a leave the employee will be terminated.

ARTICLE 10. LAYOFF AND RECALL

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 names of the employees who have been or who are to be laid off, as well as the effective date of the layoff.

In cases of layoff, the employee with the least seniority shall be laid off first.

Whenever a vacancy occurs during a period of a layoff, the last employee laid off within the last (1) year will be the first recalled. Recall shall thereafter continue, as above, in reverse order of layoff.

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. WORKWEEK

A normal workweek of all full-time employees shall consist of forty (40) hours per week.

The specific starting and terminating times shall be assigned by the Company consistent with the needs of the Company.

The normal workweek shall be Sunday through Saturday.

The time designated for any rest period, as well as the number of employees taking the rest period at any given time, shall be determined solely by the Company.

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.

Employees shall take one (1) thirty (30) minute paid on-duty lunch period.

The Employees are required to work overtime as deemed necessary by the Government, the on-site supervisor will notify the employees accordingly. As such, employees may not have two (2) consecutive days off.

ARTICLE 12. WAGES

The wage rate is set forth below:

Job Classification	Current	7/1/2022
Customer Representative II	\$ 15.00	\$ 15.45

ARTICLE 13. OVERTIME

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 ½) times the regular hourly rate of pay.

Employees are required to work any overtime assigned by the Government/Company.

No overtime shall be paid unless such overtime work has been specifically authorized by the Company. When the Company determines overtime work is necessary, the overtime work will be distributed equally amongst all employees.

ARTICLE 14. HOLIDAYS

The Company will pay eligible employees for the following paid holidays:

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

If an employee works on any of these holidays, he/she shall be paid the applicable wage rate for hours worked plus holiday pay up to eight (8) hours.

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

If another federal holiday is declared by the federal government and incorporated into the Service Contract Act such holiday shall be considered a holiday with pay under the terms of this Agreement.

If a holiday falls within an employee's vacation period, the employee shall be paid holiday pay in accordance with the Service Contract Act in addition to vacation pay.

If an employee is required to work on a holiday the employee will be paid holiday pay (eight (8) hours at established hourly rate; there is no holiday premium rate on this). Additionally, employee will be paid the number of hours worked. For example, if an employee works six (6) hours on a holiday; the employee will be paid for eight (8) hours of holiday pay and six (6) hours at established hourly rate.

ARTICLE 15. VACATION

An employee who shall have attained the years of continuous service specified within the article 8 of this agreement shall be entitled with vacation pay as shown in the table :

<u>Years of Service</u>	<u>Entitlement</u>
After One (1) Year of Service	Ten (10) Days
After Five (5) Years of Service	Fifteen (15) Days
After Fifteen (15) and Above Years of Service	Twenty (20) Days

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 shall be available for use on an employee's anniversary date.

Employees, who are laid off or otherwise removed from the payroll, shall be paid any granted vacation.

All vacation time must be pre-approved by the on-sight supervisor first, and second a requested (to be ultimately) approved by the Company in the Company's time management system in ADP. The Company reserves the right to approve or deny vacation as it deems necessary.

Vacation eligibility is based (Reg. 29 CFR 4.173). Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.

ARTICLE 16. SICK LEAVE

Employees are entitled to sick leave, with pay, at the employee's regular rate of pay, as identified in Article 12: Wages 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 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.

(5) When doctor's appointments are scheduled, pre-approval from an on-site supervisor and request in ADP with the reason for sick leave. Such request should be made one (1) week prior to use of sick leave.

(6) Unless there is an emergency employees must email their on-site supervisor and the Company (PM Team) when they are out sick at least one (1) hour before their shift starts.

ARTICLE 17. 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 minus any compensation received from the court as a form of payment 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 who are released from Jury duty before 12:00 pm should return to work for their afternoon shift.

Employees shall present to the Company within one (1) business day a statement from the clerk of the court showing the dates of such service and the amount of compensation thereof.

Employees are required to provide the original notification to both their on-site supervisor (Government) and the Company two weeks in advance. The Company will deduct the amount paid to the employee while serving Jury duty from their normally scheduled pay.

ARTICLE 18. 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 relationship to the deceased will be required by providing legal documentation (e.g. birth certificate, marriage license, death certificate) within 1 week upon the employees return.

ARTICLE 19. HEALTH INSURANCE AND PENSION

Health Insurance

The health and welfare benefit shall be paid to the employees as taxable income on each paycheck as indicated below, based on the regular hours paid in that pay period, not to exceed two thousand eighty (2080) hours per year.

Health and Welfare Benefit	Current	7/1/2022
	\$ 4.51	\$ 4.65

ARTICLE 20. DISCIPLINE AND DISCHARGE

Just Cause Standard. Nothing in this Agreement shall limit the right of the Company to discipline, demote or discharge any employee at any time for just cause.

Company and Customer Property. Company and Customer property shall not be used in a careless, abusive, or illegal manner, or for personal purposes. An employee who violates this Section is subject to discipline up to and including discharge.

Working Rules. Failure of an employee to comply with working rules, policies or procedures of the Company or Customer, to follow lawful and proper orders or instruction, or to comply with safety rules or practices is grounds for discipline up to and including discharge.

Conduct. All employees are required to conduct themselves in a proper and businesslike manner and to be courteous and considerate of all Company employees, the Customer (Government) and the Customer's customers and others they come in contact with while working for the company. An employee who violates this Section is subject to discipline up to and including discharge.

Burden of Proof. The burden of proof for all discipline shall be the "preponderance of evidence standard". The Company shall bear the burden of proof.

Misconduct shall ordinarily be dealt with in the following manner:

First Offense:	Written Warning
Second Offense:	Written Warning
Third Offense:	Suspension deemed appropriate by the Company up to three (3) working days without pay
Fourth Offense:	Termination

The Company may skip steps in progressive discipline depending on the severity of the infraction to include infractions with violence, sexual harassment, a threat to customers etc.

Discipline issued under section Attendance will not be used for purposes of progressive discipline after eleven (11) months from the issuance date.

Discharge or suspension must be by proper written notice to the employee, with a copy emailed or delivered to the Union representative. Warning notices of complaints against an employee need not be for the similar or the same reasons for disciplinary action taken by the Employer.

ARTICLE 21. SEVERABILITY, 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.

If There is any conflict between the terms and conditions of this agreement and any other Company policy or Employee Handbook, the terms of this agreement will prevail. The Union will have ten (10) working days from the announcement of proposed work rules, regulations or change of an existing policy/practice to submit a request to negotiate such initiative or change.

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 22. SCOPE OF BARGAINING

The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Company, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Company and the Union.

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. No other past practices or agreements shall affect the interpretation of this Agreement or otherwise bind the parties.

ARTICLE 23. DURATION

This Agreement will be in full force and effect from 12:01 AM, July 1, 2022, to 12:00 midnight June 30th, 2023 and shall continue from year to year thereafter, unless written notice of desire to modify or terminate this Agreement is served by either party upon the ninety (90) days prior to the date of expiration. Should the parties fail to agree to the renewal terms and conditions of this Agreement wages and benefits will remain unchanged. The Union will provide a proposal to the Company at least sixty (60) days before the end of this contract.

1 June 2022

Date

7/1/22

Date

BY: Cheryl Thomas Digitally signed by Cheryl Thomas
Date: 2022.07.20 13:11:39 -04'00'

Genesis Performance Group, Inc.

BY: 

International Union of Operating Engineers Local 351