

NATIONAL SERVICE CONTRACT AGREEMENT

BETWEEN

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



AND

Facility Services Management, Inc.

Effective: 5/01/2023

Expire: 4/30/2026

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## **AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May 2023, by and between FACILITY SERVICES MANAGEMENT, INC. (hereinafter referred to as the "Company"), and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (hereinafter referred to collectively as the "Union").

### **ARTICLE I**

#### **PURPOSE, INTENT AND EFFECT OF AGREEMENT**

The general purpose of this Agreement is to set forth the hours of work, rates of pay, conditions of employment, and conduct to be observed by the Company, the Union and the employees. It is further the purpose of this Agreement to prevent any interruptions or slowdowns of work and to promote the most efficient, orderly and economic operation of the business, and to provide procedures for prompt, equitable adjustments of alleged grievances.

This Agreement sets forth the basic understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. The Union acknowledges that it has had the opportunity to bargain with respect to matters that are subject to bargaining between the Company and the Union as provided in the National Labor Relations Act, as amended. The waiver of any breach or term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

The successful, efficient and economical operation of the Company's business is hereby declared to be a paramount and mutual interest, and the parties desire to preserve, promote and improve business and economic relationships, safety, and economy, and to improve and increase the quality and quantity of work performed.

### **ARTICLE II**

#### **RECOGNITION AND SCOPE**

The Company recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees employed by the Company who are covered by this Agreement with respect to wages, hours, and all other terms and conditions of employment at the locations and with classifications listed in Addendum A excluding all office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

It is agreed that any employee who is designated by the Company as a confidential or managerial employee and who meets the definition under the NLRA and who performs the duties normally performed by confidential or managerial employees, as those terms are defined under applicable case law, shall be excluded from the bargaining unit and not covered by this Agreement.

At such time as a majority of the employees of the Employer, at a location not covered by this Agreement, which is not part of an existing bargaining unit, designates the Union as their collective bargaining representative, the union shall be voluntarily recognized by the employer and the employees shall be covered by this Agreement, effective on the same date that the Addendum A covering wages becomes effective. The terms and effective date of Addendum A covering wages and benefits shall be determined in the negotiations between the Union representative and the Employer.

Employees who are part of an existing bargaining unit who have designated the Union as their collective bargaining representative, the union shall be voluntarily recognized by the employer and the employees shall be covered by this Agreement and the negotiated Addendum A in effect between Employer and the Union covering wages and benefits (if any) shall remain effective.

This agreement does not apply for employees of any other employer.

### **ARTICLE III** **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 during the term of this Agreement. 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 thirty first (31st) day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement. Failure to comply with this requirement shall be 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.

The foregoing provision shall not apply in any state to the extent that it may be prohibited by state law.

When work covered by this Agreement is to be performed upon property of the United States Government (as to which the provisions of any state's "right-to-work" laws are inapplicable), all employees covered by this Agreement who are performing such work, shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the thirty first (31st) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Membership in the Union is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the Union, insofar as he/she receives benefits equal to those received by other employees. The Union is required under this Agreement, to represent all of the employees in the bargaining unit, fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members of the Union only. Accordingly, it is fair and equitable that each employee in the bargaining unit assumes his/her fair share of meeting the Union's cost and expenses in performing its duties, as the exclusive bargaining representative.

In accordance with the policy set forth under Section 3 of this Article, all employees who are not members of the Union shall (except those identified and excluded in Article II), as a condition of employment, pay to the Union, as the employees' exclusive bargaining representative, an amount of money equal to the Local Union's regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty first (31st) day of their employment.

The Union shall indemnify the Company and save it harmless from any claim, loss, damage, for any costs, including legal fees, or liability incurred as a result of the implementation and enforcement of the provisions of this Article.

#### **ARTICLE IV** **CHECKOFF**

The Company agrees to deduct each month consistent with the Company's pay practices, the regular monthly Union dues and/or initiation fees, or objector fees commencing with the dues deduction for the authorized month required as a condition of continuing employment from the pay of those employees who are covered by the terms and conditions of the Collective Bargaining Agreement and who are employed during said month and who shall have executed and furnished the Company an authorization in the form, furnished by the Union. The Union shall furnish the Company a letter, stating the Union dues formula to be used in these deductions.

The Union agrees that in the event of any change in the Union's dues structure, it will notify the Company twenty (20) days prior to the first pay period of the following month. If mutually agreeable between the Union and the employee, the employee may make other arrangements to pay his dues. The Union agrees that the Company incurs no liability for the collection of dues as provided herein.

The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense arising out of the deductions made pursuant to this Article. In the event it is determined by any proper judicial or quasi-judicial forum that a deduction(s) improperly made by the Company acting on the Union's advice, the Union will indemnify and hold the Company harmless from any and all claims.

The Union shall furnish the Company by the fifteenth (15th) day of each month any authorizations which have been executed. As provided in the authorization form, it shall contain the name, signature, and social security number of the employee executing the form.

The Company shall deduct the dues every pay period based on a bi-weekly schedule from the employee's paycheck, provided that sufficient earnings remain to cover the Union dues after the deductions required by law; and such deductions shall continue in like manner thereafter, except as qualified herein.

The Union accepts all responsibility for the authenticity of each of said authorizations, and any said authorizations which are incomplete or in error will be returned to the Union immediately for correction.

In cases where deductions for dues are made from the pay of any employee who has previously paid such dues, the Union will make refund directly to such employee. Deductions shall be remitted not later than twenty (20) days from the day of each month in which the deductions are made to the financial officer who shall be properly designated by the Union. The Company shall also furnish each month to the local financial officer a copy of the list of those employees for whom dues deductions have been made.

The Employer agrees to deduct and transmit to the Laborers' Political League, five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. The transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

**ARTICLE V**  
**NONDISCRIMINATION**

Both the Company and the Union agree that neither shall discriminate against any employee or prospective employee, or member or prospective member, because of race, color, creed, religion, national origin, age, sex, veteran's status, or disability or for exercising the employee's rights under fair employment practices or labor laws. The Company shall administer all rules and actions in a fair and equitable manner. The Union also recognizes the Company's Affirmation Action programs and obligations and the fact that meeting such obligations, as a federal contractor, must take priority over other relevant provisions of this Agreement.

**ARTICLE VI**  
**UNION REPRESENTATION**

The number and need of stewards shall be determined by the Union and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift, one of whom shall be the Chief Steward. The Union reserves the right to designate alternate stewards on any shift to fill in for regular stewards who are off work or unavailable.

The Local Union shall supply the Company in writing and shall maintain with the Company on a current basis, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

The Company agrees to recognize the officers and duly designated representatives of the Local Union and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

The Company agrees that in the event it is planned to transfer a steward, officer, or representative from one work shift to another, it will inform the Local Union five (5) days prior to taking such action, except in emergency situations.

The Union's representative will be allowed to visit the Company's job site with prior notice to the Contract Manager. In the absence of an emergency or grievance investigation, prior to his visit, the Union's representative must contact the Company's Contract Manager and provide a minimum notification of not less than five (5) business days prior to the Union representative's visit.

The Company reserves the right to reasonably regulate such visits as to time and scope. Union visits with employees must be scheduled during non-working time, unless prior permission is obtained from the Contract Manager and must be conducted consistent with government regulations.

Authorized agents of the Union shall have access to the Company's job site during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that advance notice be given so that such visits do not interfere with the Company's operation. All visits are subject to government regulations.

All visitation rights under this contract are subject to the facility or other governmental approval. The parties hereby agree that the Company is not responsible for the actions of the worksite or the government in allowing or denying visitation rights, and any such actions by either the facility or the government do not constitute a grievable offense under the provisions of this Agreement. Subject to the foregoing, no employee shall be denied the employee's right to Union representation at any level of the grievance procedure.

## **ARTICLE VII** **DISCIPLINE AND DISCHARGE**

The Company shall discipline its employees when necessary and discharge those that fail to uphold Company standards. The Company, as part of its management rights, has the right to discipline, suspend, demote or discharge for cause, and for purposes of clarity it is stipulated that cause for immediate discharge shall include, but shall not be limited to, the following:

Dishonesty of any kind;

Willful or negligent endangering of the safety of others;

Use of any intoxicant, drug or narcotic on the Company's premises, or reporting for work in a condition indicating that the employee has been drinking or is under the influence of any form of intoxicant, drug or narcotic;

Failure to report immediately accidents or personal injuries to the employee's supervisor;

Falsifying any employment record, time record or other Company record or document;

Possession of firearms or explosives on Company or government property;

Failure to provide valid documentation to be legally employed in the United States and subject to E-Verify.

Where the Company is directed verbally or in writing by all authorized government representative to remove the Employee from working under the Company's contract with the government, and any such actions by the Company do not constitute a grievable offense under the terms of this Agreement.

Refusal to submit to drug or alcohol testing as provided in the Company's Drug and Alcohol Testing Policy;

Falsifying, concealing, removing, mutilating, damaging or destroying official documents or records, or concealing important facts by intentionally omitting them from official documents except for the systematic purging of files or records at the direction of the Company;

Accepting bribes, enabling a person to steal property, permitting unauthorized access to classified material;

Commission of a criminal act that violates any rules, regulations or established;

Continued inability, refusal or failure to perform assigned work in a manner considered by the Company to be satisfactory after warning, regardless of the effort actually put forth by the employee;

Willful neglect of duty;

Willful or negligent damage to or destruction of government or Company property or of any other employee's property;

Insubordination or use of abusive language toward other employees or Company officials;

Disorderly conduct, interfering with the work of other employees or harassment of or failure to cooperate with other employees;

Discourtesy to the public while on duty or while off duty under circumstances that adversely affects the Company's relationship with the government;

Continued absenteeism or tardiness, including leaving work early, after warning;

Misuse of Company or government telephones, equipment, or supplies;

Sleeping or appearing to be asleep on the job; or

Failure to obtain and maintain required security clearances or professional standards required for the job.

The Company shall not discipline or discharge any employee without just cause. The Company shall, except in the case of conduct where there is just cause for immediate discharge, impose progressive discipline prior to discharge for failure to perform, misconduct, or a problem of any kind or combination thereof. Three written disciplinary actions within any consecutive 12-month period shall be just cause for discharge.

#### **ARTICLE VIII** **GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance shall be defined as and limited to a statement by an employee or the Union on behalf of specified employees covered by this Agreement of his belief that the Company has violated an express provision of this Agreement and by reason thereof his rights have been affected, except that this Grievance Procedure shall not be used for any disciplinary action directed by the government. The grievance procedure outlined herein shall not apply to any situation where the Company is acting under the directives (verbal or written) of the government.

Any grievance not presented and carried forward within the time limits prescribed herein shall be deemed waived, unless such time limits are extended in writing by mutual consent of the Company and the Union.



Any employee covered by this Agreement who believes that he has a grievance must first contact his supervisor and present it orally to the supervisor for adjustment. No grievance shall be considered unless presented to the supervisor as soon as possible but in no event later than ten (10) business days from the occurrence on which the grievance is based, or from the time that the employee reasonably should have been on notice of the occurrence. No grievance will be recognized by the Company until such presentation has been timely made. If the grievance is not satisfactorily resolved within ten (10) business days from presentation, the employee may proceed in the manner set out below:

**Step One:** The Union steward must reduce the employee's grievance to writing and present it to the Company's Project Manager within ten (10) business days after the presentation described in Section 3. If the written grievance requests a meeting with the Company, the Project Manager shall meet with a union representative to discuss the grievance and, whether a meeting is requested or not, will render his decision in writing, within ten (10) business days from the day he received the grievance in writing. If the Project Manager does not render his decision in writing within this ten (10) business day period, the grievance shall be deemed automatically denied. If a grievance that was timely brought in accordance with the time requirements set forth herein, the General President of the International Union, or his designee, shall have full authority to determine whether or not the Union wishes to process the grievance into Step Two.

**Step Two:** The Local Union may forward the grievance to the International Union for Step Two consideration. If the grievance is presented to the Company in writing for resolution by the International Union, the Company representative or his designee shall attempt to resolve the grievance within ten (10) business days.

If the written grievance requests a meeting with the Company, a Company representative shall meet with the International Union representative to discuss the grievance and, whether a meeting is requested or not, will render his decision in writing, within ten (10) business days from the day he received the grievance in writing. If the Company representative does not render his decision within the ten (10) business day period, the grievance shall be automatically denied.

**Step Three:** The Party invoking the provision of Step Three Grievance shall call upon the Federal Mediation and Conciliation Service to supply both the Company and the Union with a list consisting of at least five (5) and not more than seven (7) individuals who would serve as Arbitrator. The parties may then invoke the usual procedures to strike off objectionable names. The decision of the Arbitrator shall be final and binding upon both parties. However, the arbitrator shall not be vested with the power to change, add to, modify, or alter the terms of this Agreement. The arbitrator's failure to abide by this standard renders such decision null and void. The cost of such arbitration shall be shared equally by both parties.

The parties may, by mutual consent, select a mutually acceptable neutral party to act as a temporary or permanent Arbitrator for disputes arising under the terms of this Agreement. Claims of discrimination on the basis of disability or any other unlawful employment practices that could be raised in individual statutory or common law claims must also be brought through this grievance procedure by either the employee or the Union.

Stewards may receive and discuss grievances of employees during non-working time in areas that are not open to the public. Except as set forth in Section 3, any presentation of grievances to the Company by a steward during work time shall require the steward to secure the permission of his supervisor before punching out or leaving his working area.

Such permission shall not be unreasonably withheld (taking into account the Company's work requirements), and stewards shall confine the presentation of grievances to times that will not be disruptive to the Company's operations or the performance of his duties. If attendance by the employee on whose behalf the grievance is presented is necessary, the employee shall follow the same procedure in securing permission to clock out and leave his work area, as set forth above. It is understood that the employee whose grievance is being considered is invited to attend the Board of Adjustment hearing up to a period of two (2) hours with pay.

All time in excess of two (2) hours per week spent by stewards in connection with the presentation of grievances shall be while they are off the clock and shall not be paid for by the Company. Except for a maximum of two hours per week, any investigation of grievances by stewards shall be conducted during the non-working time (i.e., before and after work or during break times or meal periods) of the steward and any employees involved in the investigation.

#### **ARTICLE IX** **SENIORITY**

The Company recognizes seniority only to the extent set forth in Section 2.

The Company recognizes seniority as a consideration in employment decisions as a factor secondary to experience, qualifications and demonstrated job performance. Demonstrated job performance means consideration where the employees may have the same experience and background in performance of duties, but one employee has demonstrated substantially greater skill in performing the duties, discipline history and reliability in reporting for work. Where employees have substantially the same experience, qualifications and demonstrated job performance, the Company will utilize seniority as a factor in employment decisions between affected employees in the areas set forth in Section 3.

All other factors being equal, seniority will be a factor in employment decisions on the basis set forth in Section 2 hereof, in determining layoffs, promotions, recalls, transfers, changes in shifts, and job openings.

The Company agrees to provide to the Union a seniority list upon request on a as needed basis to include the name, job classification, contact information, address, and date of hire of all employees.

The seniority of an Employee shall be terminated for any of the following reasons:

The Employee quits or retires;

The Employee is discharged;

A settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Company;

The Employee is laid off for a continuous period of one hundred eighty (180) days; or the government or a government representative directs or requests the removal of the employee from their position under the Company's contract with the government;

Employee is permanently transferred out of the bargaining unit; or

The employee is removed from their position at the request or direction of a government representative.

All new employees shall have a probationary period of ninety (90) calendar days of continuous full-time or part-time employment. During this probationary period, an employee may be discharged at the Company's sole discretion, without recourse to the grievance and arbitration procedures of this Agreement.

#### **ARTICLE X PROMOTIONS**

When the Company determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the bargaining unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

When the Employer finds a vacancy exists, the Employer will offer the opportunity to existing employees regardless of impact to the employees' work hours, shift, or pay, so long as the employee has the qualifications to perform the duties expected. In the event that more than one employee applies for the vacancy, and where all qualifications are equal, seniority will be the determining factor.

#### **ARTICLE XI LEAVE OF ABSENCE**

Employees may, at the discretion of the Company in an unbiased manner, be granted a leave without pay in accordance with the Company's policies within fifteen (15) calendar days of the employee's request.

Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without the permission of the Company during leaves of absence, shall be considered to have voluntarily terminated their employment with the Company.

Upon written request from the Union, a leave of absence without pay for a period not to exceed fifteen (15) calendar days in any calendar year shall be granted to not more than two (2) employees at a time to attend Union conventions or conference, without loss of benefits provided that such leave will not interfere with the Company contractual obligations to the government.

Upon written request from the Union, an employee elected or appointed for fulltime Union activity necessitating a leave of absence shall be granted such leave without pay, not to exceed three (3) years. This leave may be renewed upon written application by the Union.

The company will grant Maternity or Paternity leave in accordance with any applicable state and/or federal laws.

Military Service Leave will be granted in accordance with the provision of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Non-War Military Duty Absence And Payment: An employee with one (1) year or more continuous service credit who is called for and performs non-war military duty will be compensated for the difference between his/her base military pay, and all other pay and allowances and the payment he/she would have received for the straight time hours he/she was thereby required to lose from his/her regular work schedule, but not to exceed ten (10) eight-hour days per year if he/she is called for training, or five (5) eight-hour days per year if he/she is called because of an emergency, computed at his/her established regular basic salary rate. Continuous service credit and duly established seniority privileges will accumulate during such leave. No combination of above service shall exceed two (2) weeks per year for compensation purposes.

Time spent on an unpaid leave of absence, which exceeds thirty (30) calendar days in duration in a calendar year, shall not count for earning of vacation or sick/personal leave.

Notwithstanding any other provisions of this Article, employees will be entitled to all rights under any applicable state and federal laws.

All accumulated paid leave must be exhausted prior to being placed on leave without pay status, except for military service. Employees who have requested, and been granted scheduled vacation time off shall not subsequently have such vacation time revoked.

However, once vacation pay is exhausted, the remainder of the prescheduled vacation time will be without pay. It is understood that for leave of absence for Union business, leave will be granted in accordance with Sections 3 and 4 above.

Upon return from an approved leave of absence the employee will be reinstated in former position or a substantially similar position.

Seniority shall accumulate during such leaves, unless more is required by law.

30-day limit for personal reasons, 180-day limit for illness and 1 year for a worker compensation injury.

Employee(s) shall not receive holiday pay for any holiday that falls during the period they are on leave without pay.

Disability: The Company shall grant medical leaves of absence in accordance with all applicable state and/or federal laws.

## **ARTICLE XII** **WAGES**

Employees shall be paid wages, shift premiums and fringe benefits in accordance with the schedule of wages identified as Addendum A. The wages set out for each classification in Addendum A will be considered that classification's Base Wage for all other purposes.

**ARTICLE XIII**  
**HOURS OF WORK**

The normal work week shall be from Saturday through Friday. This shall not constitute a guarantee of work in any amount, and it shall not obligate the Company to pay employees for forty hours of work during work weeks when they are scheduled for fewer than forty hours or actually work fewer than forty hours.

The Company shall have the right to set the work week for each employee and to determine the number of days per week and the number of hours per day each employee shall be required to work.

The Union understands and agrees that due to the nature of the business, employees may be scheduled to work fewer than or more than eight hours per day and on weekends as well as week days, and that the Company may vary their schedules from week to week as dictated by business needs. The Company agrees that it will endeavor to provide sufficient notice of any change in an employee's hours and will not subject employees to changes in schedules for purposes of harassment. Employees who are unable to report to work on time are to call in at least two (2) hours prior to the start, if possible.

Company Pay Policy: Employees shall be paid through direct deposit bi-weekly on days designated by the Company for that purpose.

The Company may assign employees to work areas from time to time consistent with the needs of the Company. Any employee who believes that he is wrongly permanently transferred from the employee's assignment (or transferred for a period of more than thirty (30) days) may grieve such transfer.

The Company's decisions on such transfers or assignments will be upheld unless the employee demonstrates that the Company's decision was arbitrary and unreasonable and not supported by legitimate business considerations.

The Company agrees to comply with controlling Federal or State laws regarding overtime.

**ARTICLE XIV**  
**SHOW UP AND REPORTING TIME**

Any employee reporting for work at the regular starting time when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours pay at his Base Wage.

Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his Base Wage, even though four (4) hours have not been worked. If more than four (4) hours are worked in any one (1) shift, an employee shall receive pay for actual hours worked. Any employee called in outside his regular working hours, or on his scheduled day(s) off, shall be guaranteed a minimum of three (3) hours pay ("Call in Pay") at his Base Wage only, and at the Company's discretion, may be required to work for the entire three (3) hours. Employees will not be allowed to pyramid or stack any other wages onto any Base Wage paid as Call in Pay.

**ARTICLE XV**  
**OVERTIME**

Overtime shall be paid at the rate of one and one half (1-1/2) times each individual's Base Wage for hours worked. Overtime shall be defined as all work performed in excess of forty (40) hours in any workweek.

It is understood and agreed that employees are required to work assigned overtime, but may not work overtime unless: (a) directed to do so by their supervisor or a manager of the Company; and (b) the overtime was necessary for safe operation and was reported to the Project Manager the next workday. The Company agrees to provide the employee as much advance notice of overtime as possible.

The Company will distribute overtime work as is necessary, and as fairly as possible between employees affected by such overtime work. All overtime wages earned will be calculated using each classification's Base Wage only.

**ARTICLE XVI**  
**HOLIDAYS**

Employees shall be entitled to the number of paid holidays as identified in Addendum A. Any employee who is absent without an acceptable excuse on the scheduled workday immediately preceding, and/or the scheduled workday immediately following a holiday, shall forfeit his/her right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include those listed in Article XIX).

Holidays for which every employee will be compensated are as follows:

- |                                   |                          |
|-----------------------------------|--------------------------|
| (1) New Year's Day                | (7) Columbus Day         |
| (2) Martin Luther King's Birthday | (8) Veteran's Day        |
| (3) President's Day               | (9) Thanksgiving Day     |
| (4) Memorial Day                  | (10) Christmas Day       |
| (5) Independence Day              | (11) Juneteenth Day      |
| (6) Labor Day                     | (12) Employees' Birthday |

In locations where there are more than eleven (12) holidays, the additional holidays shall be specified on the Addendum A.

Employees shall become entitled to these holidays immediately upon employment.

Holidays will be observed on the day observed by the Federal government.

Employees shall be paid holiday pay in accordance with their normal working schedule. Employees who are required to work on named holidays shall be given a day off with pay within the same paying period that includes the named holiday.

Holiday pay shall be earned by part-time employees on a pro rata basis compared to a full-time employee. Employees who work an irregular schedule of weekly hours which is dependent upon workload (as agreed by signatories to this Agreement), holiday pay shall be figured on the basis of the average hours worked each week in the previous twelve (12) months of employment.

If the Company cannot provide a day off during this pay period, the Company shall pay the affected employee the normal days' pay for that holiday (in addition to the hours actually worked on that holiday).

If one of the aforementioned holidays falls within any employee's scheduled vacation, the employee shall not be charged a vacation day for the holiday.

## **ARTICLE XVII** **VACATIONS**

Employees shall receive paid vacation on their anniversary date as identified in Addendum A. Vacation shall not be paid or earned during a period of lay-off. Vacation pay shall be figured on the basis of the employee's normal workweek. Vacation shall be earned by part-time employees on a pro rata basis compared to a full-time employee. Employees who work an irregular schedule of weekly hours which is dependent upon workload (as agreed by signatories to the Agreement), vacation shall be figured on the basis of the average hours worked each week in the previous twelve (12) months of employment.

The Company shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than January 31<sup>st</sup> of each year. In the selection of vacations, the employee's seniority shall be the determining factor subject to the Company's operational requirements. Once the vacation schedule is completed and approved, it cannot be arbitrarily changed by the Company.

Employees shall not be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacations on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Notwithstanding that an employee is otherwise entitled to a vacation, and has qualified for same, he/she forfeits all vacation pay or privileges if prior to taking his/her vacation, he/she quits without giving the Company one (1) week's written notice of his/her intention to quit.

## **ARTICLE XVIII** **SICK LEAVE**

Employees shall receive paid sick leave as identified in Addendum A. It is understood by the Union that this leave is intended for sick leave and to fulfill any future obligation the Company may have in order to comply with any state or federal laws regarding mandatory sick leave. It is further understood that in order to comply with any such laws, the Company may change the language of this section or increase the number of hours, but will not reduce the total number of hours allowed in this section without further negotiation with the Union.

Section 2: Each full-time Employee covered under the terms of this Agreement shall be entitled to Sick Leave at the employee's regular rate of pay. Each Employee will be awarded fifty-six (56) hours of sick leave on January 1st of each year. For full-time employees that start during a year, a pro-rata amount will be awarded for the balance of the year, assuming a forty (40) hour work week.

Part-time employees will accrue one (1) hour of sick time for every 30 hours worked to a maximum of fifty-six (56) hours (or as listed in Addendum A to this Agreement). The maximum amount of sick leave that can be taken in any one year is fifty-six (56) hours (or as listed in Addendum A to this Agreement) and the maximum amount of sick leave that an employee may have at any one time is fifty-six (56) hours. For part-time employees who work a regular schedule, the Company may choose to award a pro-rata amount of sick leave on January 1st of each year based on the number of hours worked in the previous year.

Sick Leave may not be taken in increments of less than 1 hour. Unused sick leave will be forfeited at the end of each year for full-time employees and for any part-time employee that is awarded fifty-six (56) hours (or as listed in Addendum A to this Agreement) on January 1st. Employees will not be entitled to pay for any unused Sick Leave. If an Employee is rehired within 12 months of termination, any prior unused Sick Leave will be reinstated.

Section 3: Sick Leave may be used in accordance with any state or federal laws regarding mandatory sick leave, for example Executive Order 13076.

Section 4: The Company may require an Employee to provide certification from a health care provider after absences due to illness of three (3) or more consecutive days. Certifications for absences due to domestic violence, sexual assault, or stalking may be provided from other professionals, close friends or self-certification.

## **ARTICLE XIX**

### **FUNERAL LEAVE AND JURY DUTY**

Funeral leave as identified in Addendum A, shall be recognized as follows: All full-time and part-time employees who have a death in their immediate family, defined as their Mother, Father, Spouse, Son, Daughter, Grandparent, or a member of their immediate family through adoption or guardianship, shall be paid up to and including three (3) days' pay at their Base Wage for time missed within one (1) week of the funeral. Stepparents shall be considered immediate family. Part-time employees shall receive pro-rated funeral leave based on the number of hours worked in the previous month, where every one hundred (100) hours worked equals eight (8) hours of funeral leave.

Employees on any type of formal leave of absence, other than vacation, will not be eligible for "lost time wages" under the terms of this Article. Proof of death, such as a death certificate, a remembrance card, or an obituary notice, may be required by the Company.



Jury duty as identified in Addendum A, shall be recognized as provided in this section. The Company agrees to provide leave for all employees called to jury duty. The Company will compensate eligible employees up to three (3) days per year for jury duty. Employees will be allowed to use sick pay and/or vacation pay for absences caused by jury duty of more than three (3) days. Employees are required to provide the Company documentary proof of jury duty service.

## **ARTICLE XX** **HEALTH AND WELFARE**

The Employer will contribute the sum per hour paid to each full-time and part-time employee as set out in Addendum A to the **South West Laborers' Health and Welfare Fund** or participating Health and Welfare Trust Fund in accordance with Addendum B to this Agreement or trust language provided for participating fund. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agrees to comply therewith.

## **ARTICLE XXI** **PENSION**

The Employer will contribute the sum per hour paid to each full-time and part-time employee as set out in Addendum A to the **Laborers' International Union of North America (Industrial) Pension Fund** or participating Pension Fund or 401k in accordance with Addendum B to this Agreement or trust language provided for participating fund. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agrees to comply therewith.

## **ARTICLE XXII** **TRAINING**

The Employer will contribute the sum per hour paid to each full-time and part-time employee as set out in Addendum A to the **Laborers-Employers Service Contract Education and Training Fund** at the rate set forth in Addendum A to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agrees to comply therewith.

The Company shall submit contributions due for work performed during a month to the Fund by the twentieth (20<sup>th</sup>) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Company's contributions.

## **ARTICLE XXIII** **WASH AND WEAR UNIFORMS**

The Company shall provide five (5) initial wash and wear uniforms, which it requires the employees to wear. The Company will replace uniforms as needed due to normal wear and tear. Employees will be responsible for the cost of uniforms requiring replacement due to loss, neglect or misuse. The employees shall launder and maintain their uniforms at their own expense.

**ARTICLE XXIV**  
**MISCELLANEOUS**

The Company will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. government.

The Company agrees to give the International Union a copy of the Company's written personnel policies and copies of the job descriptions for all classifications in the bargaining unit.

Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize however, that such activity may be necessary from time-to-time in emergency situations to ensure the efficient and profitable operation of the Company and therefore, agree that such activity is not a violation of the provision to this Agreement.

The pay period and pay day shall be bi-weekly.

Employees, who are discharged from the services of the Company, shall receive their wages and personal property in full within seven (7) days thereafter. Employees who quit the services of the Company without urgent reason, will receive their wages at the next regular pay day, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wages until he/she has furnished proof that his/her file at Base Security has been cleared, all badges/passes surrendered, and has cleared the Company's property files. No wages will be released until all uniforms are turned in to the Company in a clean form.

There shall be a ten (10) minute rest period during the first half of each employee's shift providing their scheduled workday exceeds five (5) hours. Such rest periods shall be taken without loss of pay at a work location to be determined by the Company. Employees scheduled to work five (5) hours or less in any one (1) workday, shall not be granted rest periods. No employee shall be required to work more than four (4) hours without a meal period. Meal periods shall be one half (½) hour and shall be without pay.

The Company shall implement its drug screening program.

Any discrepancy or conflict between this Agreement and the contract between the Company and the Government Contracting Agency shall be resolved in favor of the Company's contract with the Government Contracting Agency.

**ARTICLE XXV**  
**STRIKES AND LOCKOUTS**

The Company shall not lockout any of its employees during the term of this Agreement. There shall be no strikes (including sympathy strikes), boycotts, work stoppages or interruption of work of any kind whatsoever by the Union or the employees during the term of this Agreement; nor shall any employee refuse to cross a picket line at any facility belonging to the Company, or to any entity with which the Company does business.

The Union agrees that under no circumstances will it or its members call, authorize, approve, ratify, or sanction any strike, sit-down, slowdown, boycott, refusal to cross a picket line, or any curtailment, interruption or restriction of work; nor shall the Union or any employee it represents interfere with the Company's operations in any way by engaging in picketing, hand-billing, or union publicity campaigns of any kind against the Company during the term of this Agreement.

Employees, whether acting singularly or in concert, shall not induce, instigate, cause or take part in any acts prohibited by Section 2 above, and any employee who engages in any such act or attempts to encourage, induce or instigate others to do so, shall be subject to immediate discharge.

Upon being notified by the Company that any of the acts referred to in Sections 2 or 3 above are occurring, the Union shall immediately advise the offending employees or union officials that their acts are in violation of this Agreement and shall take immediate affirmative action to cause such conduct to cease. The Union shall give the Company its full cooperation and shall aggressively undertake all measures that are legally permissible to cause the earliest cessation of any such acts, including the immediate assignment of a Union representative to work on the problem. After it receives notice from the Company that acts are violations of Sections 2 or 3 above are occurring, the Union shall, as rapidly as possible, advise the Company in writing as to what actions it has taken to remedy the situation.

It is the purpose of this Article to bar any work stoppages, strikes, or other similar job actions whatsoever during the term of this Agreement.

#### **ARTICLE XXVI** **PHYSICAL EXAMINATION**

The Company may require an employee to undergo physical examinations including periodic drug screenings and periodic occupational immunizations. The Company shall have the right to select the examining physician, requests the physician to conduct specific tests, and to receive a written report from the physician as to his findings. Such reports shall be considered and treated in a confidential manner by the Company. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Company.

#### **ARTICLE XXVII** **MANAGEMENT RIGHTS**

The Company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservation of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstandings or grievances in the future, to specify by way of illustration some of the rights reserved to the Company, which it may exercise in its sole discretion and which might otherwise be sources of potential controversy, these rights being:

The right to determine direct and change the work operations and work force of the Company;

The right to increase or decrease the workforce, to eliminate or combine job classifications in whole or in part, and to establish new job classifications for such new classifications;

The right to contract out any or all work of whatever kind, so long as such contracting out is not for the retaliatory purpose of reducing the Bargaining Unit;

The right to assign non-bargaining unit employees, including supervisory personnel, to perform work in emergencies or other circumstances;

The right to determine and change the location and operations of all Company projects and facilities;

The right to determine performance standards, the type of services to be rendered, and the manner in which such services are to be performed;

The right to determine the type and quantity of machines, equipment and supplies to be used and the purchase, control and use of all materials, equipment and supplies that are purchased, used or handled by the Company;

The right to sell, lease, shut down or otherwise dispose of all or any part of the Company's assets or business operations;

The right to introduce changes in methods of operation, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate bargaining unit jobs;

The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company, regardless of whether it is related to his principal duties. These job descriptions will be provided to the Union and the Union given the chance to comment;

The right to hire, promote, transfer and lay off employees covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred or laid off;

The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime;

The right to make and enforce work rules not inconsistent with the express provisions of this Agreement. No work rules will be implemented by the Company until fifteen (15) calendar days after it has been provided to the Union, during which time the Union may comment to the Company on such work rule(s).

An exception to this policy is implementation of work rules in compliance with government requirements. The Company agrees to provide copies of the government regulations in a timely fashion; and

The right to terminate any employee without resort to the grievance or arbitration provision, whose removal from their position is requested or directed by a government representative.

**ARTICLE XXVIII**  
**SUCCESSORS AND ASSIGNEES**

This Agreement shall be binding upon, and shall ensure to the benefit of the parties hereto, their successors and assignees.

**ARTICLE XXIX**  
**RE-OPENER CLAUSE FOR LOCAL WAGE ADDENDA**

The Addendum A, entered into as of the date of signature by both parties below, shall be binding upon the parties hereto, their successors, and their administrators, executors and assigns, and shall remain in full force and effect and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Company not less than sixty (60) days, and no more than ninety (90) days prior to the expiration date of its desire to negotiate this Addendum A. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice.

**ARTICLE XXX**  
**SEPARABILITY**

If any provision or part thereof of, this Agreement is found to be in conflict with applicable federal or state law or regulation, or contract requirement, such provision shall be deemed to be in effect only to the extent permitted by such law, regulation, or contract requirement. In the event, any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect, and the parties shall resume negotiations solely on the issue of said provision.

The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this Agreement are subject to the directions (verbal or written) of the government, and, except as provided herein, there shall be no recourse against the Company with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the government's directive. A copy of a written directive covered by this provision shall be provided to the International Union President upon request.

**ARTICLE XXXI**  
**EFFECTIVE DATE AND DURATION**

This Agreement, entered into as of the date of signature by both parties below, and shall be binding upon the parties hereto, their successors, and their administrators, executors and assigns, and shall remain in full force and effect until April 30, 2026 and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Company not less than sixty (60) days, and no more than ninety (90) days prior to the expiration date of its desire to modify, amend or terminate this Agreement.

The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Parties may mutually agree to open specific articles or sections of this Agreement during its term. If the parties are unable to agree to changes in the aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

Laborers' International Union of North America

Facility Services Management, Inc.

  
\_\_\_\_\_  
Brent Booker, General President

  
\_\_\_\_\_  
Mike Presley, HR Director

7/28/2023  
\_\_\_\_\_  
DATE

7-27-2023  
\_\_\_\_\_  
DATE

1031 Progress Drive  
\_\_\_\_\_  
Street Address

Clarksville, TN 37040  
\_\_\_\_\_  
City, State and Zip Code

931-552-7044 (phone)  
931-552-7074 (fax)  
\_\_\_\_\_  
Phone & Fax Number

mpresley@facilityservicesinc.com  
\_\_\_\_\_  
E-mail

# NATIONAL SERVICE CONTRACT AGREEMENT

## ADDENDUM B

### PENSION, HEALTH AND WELFARE, AND TRAINING BENEFIT FUNDS

The Company has agreed to make pension, health and welfare, and training fund contributions as set forth in the Agreement and in Addendum A. This Addendum sets forth more particularly the terms and conditions of the Company's contribution obligations to these Funds, subject to any rights reserved by the Fund's Trustees to accept or not accept the unit of employees covered by the Agreement into participation.

#### LIUNA National (Industrial) Pension Fund

The Company shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour for which a full-time and part-time employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment after his probationary period(s) in a classification covered by the Agreement.

Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Company shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Company for purposes of verifying the accuracy of the contributions made to the Fund by the Company, verifying employee eligibility and other purposes necessary for administration of the Fund. The Company and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the Fund at 905 16th Street, NW, Washington, DC 20006.

The Company and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

#### Laborers' National Health and Welfare Fund

Each employee covered by this Agreement shall be covered by the respective benefit plan(s) offered by the Laborers' National Health and Welfare Fund, subject to the plan's eligibility rules and the Fund's right to withhold payment of benefits in the event that the Company fails to make the contributions required hereunder or otherwise defaults on its obligations hereunder.

The Company shall contribute to the Fund for each hour for which each employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment after his probationary period(s) in a classification covered by the Agreement.

Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first (1st) month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Company shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Company for purposes of verifying the accuracy of the contributions made to the Fund by the Company, verifying employee eligibility and other purposes necessary for administration of the Fund. The Company and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

All contribution payments shall be made payable to "Laborers' National Health and Welfare Fund", and sent to the Fund at PO Box 94402, Chicago, Illinois 60690-4402.

The Company and the Union agree to accept, be bound by and comply fully with the terms of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

### **Southwest Laborers' Health and Welfare Plan:**

#### **Employees will have the options to participate in the following:**

Option 1: Accept FSI Insurance (denying Union Insurance) & put any remaining money into their 401K

Option 2: Accept Union Insurance (denying FSI Insurance) & there is no remaining money. All goes to the Health Insurance Fund.

Option 3: Deny FSI & Union Insurance and receive the allotted Health Insurance contribution listed in the Addendum A to this Agreement as a "Cash Fringe" on their paycheck.

If the Employee chooses to participate in the Unions Health Insurance Fund, the following will apply:



Each full-time and part-time employee covered by this Agreement shall be covered by the following benefit plan(s) offered by the Southwest Laborers' Health and Welfare Plan, subject to the plan's eligibility rules and the Fund's right to withhold payment of benefits in the event that the Employer fails to make the contributions required hereunder or otherwise defaults on its obligations hereunder. Employees who are scheduled to work less than 70 hours a month, then H&W contributions will be forwarded to the Employers 401k or wages to employee.

The Employer shall contribute to the Fund for each hour for which each employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment after his probationary period(s) in a classification covered by the Agreement.

Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first (1st) month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

All contribution payments shall be made payable to Southwest Laborers' Health and Welfare Plan - PO Box 860007, Plano, TX 75086-0007

The Employer and the Union agree to accept, be bound by and comply fully with the terms of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

#### Laborers-Employers Service Contract Education and Training Fund

The Company shall contribute to the Laborers-Employers Service Contract Education and Training Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment after his probationary period(s) in a classification covered by the Agreement.

The Company shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Company's contributions.

The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Company for purposes of verifying the accuracy of the contributions made to the Fund by the Company, verifying employee eligibility and other purposes necessary for administration of the Fund. The Company and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

All contribution payments shall be made payable to the "Laborers-Employers Service Contract Education and Training Fund" and sent to the Fund at PO Box 94402, Chicago, Illinois 60690-4402.