

WD 05-2439 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                            Wage Determinations

Wage Determination No.: 2005-2439  
Revision No.: 13  
Date Of Revision: 06/13/2012

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,  
Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		18.40
01280 - Receptionist		12.12
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		19.08
01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.58
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35

05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.03
07130 - Food Service Worker	9.63
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.27
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.27
11150 - Janitor	11.27
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.27
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	17.13
12012 - Certified Occupational Therapist Assistant	23.51
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	17.52
12025 - Dental Hygienist	36.40
12030 - EKG Technician	28.16
12035 - Electroneurodiagnostic Technologist	28.16
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.13
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	16.86
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	15.75
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	37.66
12221 - Nursing Assistant I	9.88

12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12
12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54

15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26

23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Cen	

WD 05-2451 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                            Wage Determinations

Wage Determination No.: 2005-2451  
Revision No.: 15  
Date Of Revision: 06/13/2012

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas  
Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler,  
Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie,  
Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence,  
McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.66
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		20.33
01020 - Administrative Assistant		21.11
01040 - Court Reporter		17.78
01051 - Data Entry Operator I		12.17
01052 - Data Entry Operator II		13.81
01060 - Dispatcher, Motor Vehicle		17.44
01070 - Document Preparation Clerk		12.44
01090 - Duplicating Machine Operator		12.44
01111 - General Clerk I		11.61
01112 - General Clerk II		14.59
01113 - General Clerk III		16.37
01120 - Housing Referral Assistant		18.54
01141 - Messenger Courier		10.42
01191 - Order Clerk I		13.17
01192 - Order Clerk II		15.74
01261 - Personnel Assistant (Employment) I		16.18
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.18
01270 - Production Control Clerk		20.18
01280 - Receptionist		11.91
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		15.48
01311 - Secretary I		15.48
01312 - Secretary II		17.32
01313 - Secretary III		19.31
01320 - Service Order Dispatcher		17.00
01410 - Supply Technician		21.43
01420 - Survey Worker		15.04
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.54
01533 - Travel Clerk III		14.52
01611 - Word Processor I		12.90
01612 - Word Processor II		15.53
01613 - Word Processor III		17.37

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.95
05010 - Automotive Electrician	17.78
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.85
05130 - Motor Equipment Metal Mechanic	18.41
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.70
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	18.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.10
07042 - Cook II	12.33
07070 - Dishwasher	9.05
07130 - Food Service Worker	8.63
07210 - Meat Cutter	13.70
07260 - Waiter/Waitress	8.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.22
09040 - Furniture Handler	12.62
09080 - Furniture Refinisher	17.27
09090 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.47
09130 - Upholsterer	16.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	11.02
11090 - Gardener	14.44
11122 - Housekeeping Aide	12.96
11150 - Janitor	13.61
11210 - Laborer, Grounds Maintenance	12.35
11240 - Maid or Houseman	11.50
11260 - Pruner	12.96
11270 - Tractor Operator	13.53
11330 - Trail Maintenance Worker	12.35
11360 - Window Cleaner	13.78
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	17.33
12012 - Certified Occupational Therapist Assistant	20.79
12015 - Certified Physical Therapist Assistant	18.88
12020 - Dental Assistant	14.32
12025 - Dental Hygienist	23.01
12030 - EKG Technician	22.90
12035 - Electroneurodiagnostic Technologist	22.90
12040 - Emergency Medical Technician	14.04
12071 - Licensed Practical Nurse I	15.31
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	12.39
12130 - Medical Laboratory Technician	16.83
12160 - Medical Record Clerk	14.13
12190 - Medical Record Technician	16.42

12195 - Medical Transcriptionist	14.26
12210 - Nuclear Medicine Technologist	24.86
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.44
12235 - Optical Dispenser	13.89
12236 - Optical Technician	12.53
12250 - Pharmacy Technician	12.39
12280 - Phlebotomist	



REGISTER OF WAGE DETERMINATION UNDER  
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U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski                      Division of  
Director                                  Wage Determinations

Wage Determination No.: CBA-2012-5465  
Revision No.: 0  
Date Of Last Revision: 11/1/2012

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State: Pennsylvania

Area: Allegheny

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Employed on United States, Department of Energy, National Energy Technology Laboratory contract for Grounds Maintenance, Janitorial, and Related Services.

Collective Bargaining Agreement between contractor: Eagle Design, Inc., and union: International Union of Operating Local 95, effective 10/1/2008 through 9/30/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**AGREEMENT BETWEEN**  
**EAGLE DESIGN, INC.**  
**PARTY TO GOVERNMENT CONTRACT**  
**DE-NT0004717**  
**NATIONAL ENERGY TECHNOLOGY LABORATORY**  
**AND**  
**THE INTERNATIONAL UNION**  
**OF OPERATING ENGINEERS**  
**LOCAL 95, AFL-CIO**  
**EFFECTIVE**  
**October 1, 2008 - September 30, 2013**

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## PREAMBLE

THIS AGREEMENT is made effective by and between EAGLE DESIGN, Inc. (EDI) a party to Government Contract No. DE-NT0004717 located at the National Energy Technology Laboratory, ("NETL"), Bruccton, Pcnnsylvania, (hereinafter referred to as the "COMPANY") and Local 95 of the International Union of Operating Engineers, located at 300 Saline Street, Pittsburgh, PA 15207, (hereinafter referred to as the "UNION".)

## UNIT CLARIFICATION

All full-time and regular part-time employees, including janitors, general maintenance workers, laborers, fire alarm system mechanics, driver messengers, the quality assurance/quality control coordinator and the environmental health and safety coordinator, employed by the Employer at its Pittsburgh Energy Technology jobsite in Pittsburgh, Pcnnsylvania; excluding office clerical employees and guards, professional employed and supervisors as defined in the Act now known as National Energy Technology Laboratory (NETL).

## WITNESS

WHEREAS, the Company and the Union have bargained collectively, in good faith, with respect to wages hours and other conditions of employment for the employccs in a Bargaining Unit hereinafter more clearly defined, and have reached agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

## ARTICLE 1 PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the employees of the Company in the unit defined herein; to provide a proccdure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union.

## ARTICLE 2 RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative for the Bargaining Unit employees

### ARTICLE 3 UNION SECURITY/DUES CHECK-OFF

**SECTION 3.1.** All present employees who are members of the Union on the effective date of the execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all personnel who are hired hereafter shall become and remain members in good standing of the Union as condition of employment. The Company shall be obligated under this Article to terminate the employment of any employee by reason of his failure to obtain or maintain membership in the Union as required by this Article upon receipt of written request for such termination from the Union.

**SECTION 3.2.** The Employer agrees to deduct monthly union dues from the first (1st) pay of each month for employees from whom written authorization is received, a copy of which is attached as Exhibit "F," and to send such dues to the Treasury of the Union no later than the Fifteenth (15) day of said month, together with a list of employees from whose pay said deductions were made and the amount of said deductions. It is agreed that all new hires would be required to pay a \$17.75 permit fee which is equal to current minimum dues for each month where they worked at least one (1) day and Union Dues would begin being deducted after they had successfully completed their probationary period requirement as per Section 12.6. After probationary period all part-time employees will pay current minimum dues rate and all full-time employees will pay the normal dues of two (2) times the regular hourly wage plus per capita assessment at the current rates. Any employee who works less than eighty-six (86) hours in any month will pay a reduced rate equal to the current minimum dues. A person who paid their application fee would be eligible for a return of the amount collected should the employee not make it through their probation and/or they can wait until their 720 hours worked were up in order to make a one (1) time payment of application fee or they may request special payment arrangements from the Union (current initiation rate in Exhibit "F"). The Union agrees to indemnify the Employer and hold him harmless against any liability incurred as a result of the Employee's action, inaction, or omission with respect to Article 3, Section 3.1 and 3.2 of this Agreement.

### ARTICLE 4 UNION REPRESENTATION

**SECTION 4.1. SHOP STEWARDS:** The Company recognizes the right of the Union Stewards.

- a) The authority of the Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  1. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
  2. The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers that fall within the Articles of this Agreement.

**SECTION 4.2. SCOPE OF STEWARDS' UNION ACTIVITIES:** The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

- b) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with Grievance Procedure of this Agreement.
- c) The Company and the Union are in agreement that a Steward must minimize the amount of time spent in the performance of these duties excluding arbitration negotiations. The Steward will not be paid by the Company for Arbitration Time.
- d) The Stewards shall be allowed to perform these duties with supervisory approval during the Steward's working hours without loss of compensation or loss of production to the Company, excluding arbitration and negotiations. The performance of these duties shall be limited to a reasonable amount of time per shift.
- e) Notwithstanding the duties specified above, the Stewards shall have the same responsibilities to the Company as any other Employee. The duties specified above shall not relieve the Steward of his duties, and obligations as an employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees.
- f) The Stewards shall be on the job at all times during working hours as far as is practical. The Steward shall not hinder or delay the performance of his work or other employee's work.
- g) The Stewards must first obtain permission from his immediate supervisor before leaving his work station to investigate a grievance during working hours. Upon completion of such investigation, he shall immediately report back to his supervisor before returning to work. Permission will not be unreasonably withheld.
- h) The Stewards shall not solicit grievances.
- i) The Company will not afford the Stewards preferential treatment, except as otherwise provided in this Agreement.
- j) The union will notify the Company of any changes in Stewards. Stewards are elected sixty (60) days prior to negotiations and will hold this office for the life of the contract.

## ARTICLE 5 GENERAL WAGE PROVISIONS

**SECTION 5.1. WAGE RATES:** The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "A." Additionally, Union employees can be paid a discretionary year-end bonus if approved by EDI without any additional dues or Union Agreement violations.

- a) Employees shall be paid on a weekly payroll schedule.

**SECTION 5.2. OUT OF CLASSIFICATION WORK:** When a qualified employee is assigned to and works independently for a period of one (1) hour or more in a higher, but not lower, classification, the employee will receive the rate of the higher classification for the period during which the employee works in the higher classification. That higher classification does not then become the ruling class for the entire day worked. When an employee is told by either a foreman or manager that they are no longer working out of their classification, that is when payroll differentiation stops and he/she goes back to their original classification.

**SECTION 5.3. PREMIUM PAY RATES:** The Company agrees to pay each employee in addition to the regular hourly pay, a premium pay of one dollar (\$1.00) per hour for work performed on the following heavy duty task requiring over one (1) hours per shift. The following list pertains only to janitorial work.

Scaffold and high-lift work; stripping and waxing floors, carpet shampooing, full wall washing ceiling to floor with ladder work over a height of eight (8) feet; heavy trash removal of fifty (50) pounds or more.

## ARTICLE 6 GRIEVANCE PROCEDURE

**SECTION 6.1.** The word grievance as used in this Agreement means a complaint filed by an employee and/or the Union against the Company alleging failure of the Company to comply with any express provision of this Agreement not excluded from this Grievance Procedure.

**SECTION 6.2.** A grievance, to be recognized, must be brought to the Company's attention in writing within five (5) working days of its occurrence as a Step 1 procedure as explained in Section 6.5. (SEE EXHIBIT C).

**SECTION 6.3.** If a grievance should arise between any employee or group of employees or the Union and the Company, a good faith effort shall be made to promptly settle such grievance.

**SECTION 6.4.** If the company fails to answer within the time limits set forth in this Article 6 of the Agreement, the grievance shall automatically proceed to the next step.

**SECTION 6.5. PROCEDURE:** Grievance shall be handled in the following sequence and manner:

- a) As Step 1, the employee or employees shall, within five (5) working days thereafter submit the grievance to the Project Manager or Project Director, in writing on standard grievance form attached as Exhibit "B," specifying, where possible, the Article and Paragraph of the Agreement claimed to have been violated. The employee or employees involved shall take the matter up with the Project Director or Project Manager. If the matter is not satisfactorily adjusted within five (5) workdays after having taken the matter up with the Project Director or Project Manager at Step 1, the grievance may be processed at Step 2.
- b) As Step 2, the grievance shall be taken up on with the Project Manager or Project Director and/or his/her representative and the Union's Business Representative. If the matter is not satisfactorily adjusted within ten (10) working days, it may be subject to arbitration in accordance with provisions hereinafter set forth.

**SECTION 6.6. DISCIPLINE AND DISCHARGE:** The Company reserves the right to discipline, or discharge employees in accordance with Company Policy and Procedures. Should the Union dispute the Company's action as not being for just cause, then such dispute may be processed as a grievance starting at Step 2 of the Grievance procedure. The Company also reserves the right to have their foremen who are Local 95 Members write up fellow employees for violating Union Agreement or Company Policy and turn the employee and form over for discipline to be administered by management of EDI. If no management is on site whenever a Group 1 offense as per Company Policy occurs, the Union has acknowledged that person could be sent home until the next day whenever management is available to administer the discipline in accordance with the write up. No employee is permitted to leave his/her assigned site of NETL Property for non-work related reasons without Company approval with the exceptions of normal lunch & break periods. If an employee leaves his/her assigned NETL Site (each side to be considered a site) he/she will be subject to the following three (3) Step discipline:



**SECTION 6.7. TIME LIMITS:** The Company has no obligation to accept a grievance unless it is submitted and appealed within the time limits set forth in this Article 6 of the Agreement. The time limits specified in this Article shall be of the essence, and failure by the Union to take actions as required within the time specified herein shall result in the Grievance being dropped and not being subject to arbitration. The time limits may be waived only by written mutual agreement. Working days used throughout this grievance procedure shall be exclusive of Saturday, Sunday or Holidays. It is understood that this definition of working days is unique to grievance.

**SECTION 6.8.** Any grievance settled by mutual agreement of the parties before Step 2 shall not set a precedent.

## ARTICLE 7 ARBITRATION

**SECTION 7.1. ARBITRATE:** If within five (5) working days from and after the day that the Company's answer to Step 2 was given to the Union, the grievance is not satisfactorily resolved, and the Union and the Company have not mutually agreed to put the time restraints in abeyance, the Union shall have the right to appeal the Grievance to arbitration. The arbitrator shall be selected from a panel of seven (7) submitted to the parties from the American Arbitration Association. Both parties agree that a request for arbitration must be submitted to the non-grieving party within five (5) working days from the receipt of the Company's answer to Step 2 or the right to arbitrate the grievance is forfeited.

**SECTION 7.2. COST OF ARBITRATION:** The expense and fees of the Arbitrator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representative and witnesses.

**SECTION 7.3. ARBITRATORS AUTHORITY:** The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements. It is agreed that any differences arising as the result of the negotiation of the terms of a new Agreement or the modification of the Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration.

## ARTICLE 8 HOURS AND OVERTIME

**SECTION 8.1.** Except in cases of emergency or when directed by the client, the Company will give at least seven (7) days notice of any shift change.

**SECTION 8.2.** The Company retains the right to assign the least senior qualified person in classification that requires shift work or overtime for which no senior person in that classification has volunteered. Guards to call out to the Project Director or Project Manager then the foreman, and then the foreman could visit the site to survey the situation and determine the requirement for call out in the event of a heavy snow and can determine how many men to call out and in what order or seniority.

**SECTION 8.3. TEMPORARY VACANCY:** If a temporary vacancy occurs in a job classification or shift, and there are no qualified personnel left in that job classification, the temporary vacancy position will be first offered to the most senior qualified person in the Bargaining Unit and other qualified Bargaining Unit employees on a descending seniority basis. If no one agrees to accept the temporary assignment within two days, the Company maintains the right to appoint or hire temporary help to fill the temporary vacancy. Temporary vacancy occurs only when an employee will be off work for more than six (6) workdays. When an employee is off for six (6) consecutive workdays the Company will bid the opening on the seventh (7) day and the Company will fill the position with successful bidder on the tenth (10) day. For example: (1) medical reason - he/she will receive disability pay; (2) employee is off work due to worker's compensation claim; and (3) employee has received approval for Family Medical Leave Act (FMLA). When an employee fills a temporary vacancy position, the employee will be paid the temporary vacancy position rate only when the employee is actually working and filling the temporary vacancy position and he/she will be paid for holiday days at the higher rate as referenced in Section 10.3. If the employee does not report to work and actually fill the temporary vacancy position for whatever reason, including but not limited to, sick/personal days, vacation, etc., then the employee will be paid at his/her prior regular job classification wage rate in accordance with the contract.

**SECTION 8.4. MODIFIED JANITORIAL SHIFT POSTING:** By Contract, the government requests two (2) daylight janitors and the remaining janitors are to work 3:00 pm to 11:30 pm. If management obtains permission to implement a modified shift schedule other than 3:00 pm to 11:30 pm, for example, noon to 8:30 pm or another daylight job, it is agreed that if a temporary vacancy occurs in the new shift, it will be posted and Section 8.3 will govern, or if there is a modified shift, the job opening will be posted as long as the government approves the shift. Management reserves the right to schedule and determine existence of modified shifts.

If, however, the modified shift includes the janitorial assigned work schedule (JAWS) for the Directors area, management retains the right to appoint the janitor to perform the vacated JAWS.

**SECTION 8.5.** Overtime shall be distributed equitably among all Employees of a classification on a rotating descending seniority basis, except that employees performing the work during their regular eight (8) hour shift shall be offered first. Refusal to work overtime shall be counted as time worked for the sole purpose of equitable distribution. Special projects out of classification shall be rotated among qualified employees by Bargaining Unit seniority. Inequitable distribution of overtime shall be corrected by offering the next available opportunity to the harmed employee. If a harmed employee is not offered the next available qualified opportunity to work overtime, then the Company will pay that harmed employee the amount of overtime pay that would be applicable to the second consecutive inequitable overtime error, after written notice by the employee to the Project Manager. Overtime records shall be reviewed weekly by the Project Director or Project Manager and the Chief Steward. They will determine whether overtime assignments in the period were made in accordance with the terms of the Agreement and they shall sign the overtime record as being correct. Effective the 1<sup>st</sup> day of January of each contract year the overtime list shall be reset to read zero (0) hours for all Bargaining Unit members. When an employee is asked to stay for any kind of emergency situation, by other than an EDI employee, he/she is requested to contact one (1) of their foremen to get that permission so that we know that they will be

eligible for payment. Sick/personal time or FMLA time taken on an unscheduled seven (7) day advance notice would not count in that particular pay period towards forty (40) hours worked for overtime.

Overtime shall be granted on all hours worked over the scheduled eight hour day, and if overtime is worked in a higher classification then the overtime rate would be paid in the higher classification. If worked in snow removal, overtime is granted in snow removal hours at general maintenance rate. If for any future reason, a modified shift is agreed upon, i.e., four (4) 10-hour work week, the additional two hours on a 10-hour work day will not qualify as overtime hours. The time scheduled less than seven (7) calendar days would not be considered time worked for the sole purpose of calculating overtime, unless the time is for emergency medical or funeral leave documented by a doctor's excuse or a funeral slip from an undertaker as referenced in Exhibits G and H.

**SECTION 8.6. WORKWEEK:** The workweek shall consist of seven (7) days beginning immediately after midnight on Friday and ending at 12:00 midnight the following Friday.

**SECTION 8.7. REGULAR WORKWEEK:** The regular workweek shall consist of five (5) consecutive shifts within one (1) standard payroll week.

**SECTION 8.8. WORKDAY:** A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

**SECTION 8.9. REGULAR SHIFT:** A "regular shift" shall be scheduled in advance, and shall consist of a specific number of consecutive hours during a "regular workday" exclusive of meal periods. If on a snow day employees arrive at the site prior to their designated start time, and the site is in need of some minor salt or calcium which can be applied by individuals arriving early, with permission of foreman, they may start early and arrange their shift to leave early, after working their eight (8) hour shift. The Company is permitted to establish three (3) maintenance men on shift from 6:00 am to 2:30 pm and three (3) on 7:00 am to 3:30 pm without any problems with the call out pay.

**SECTION 8.10. OVERTIME WORK:** Overtime will be allocated as equally as possible among employees. Overtime shall be compensated at the rate of time and one-half (1 ½) for all hours worked over the scheduled eight (8) hour work day. All hours worked on Saturdays & Sundays will be paid at time and one-half (1 ½) regardless of the forty (40) hour work week rule. If overtime is worked in a higher classification then the overtime rate would be paid in the higher classification. If worked in snow removal, overtime is granted in snow removal hours at general maintenance rate.

**SECTION 8.11. Holidays, Administrative Leave, Vacation** scheduled seven (7) days in advance, and Personal days scheduled five (5) days in advance shall be included as time worked for the purpose of calculating overtime. Only medical emergency or Funeral leave time off documented by a doctors excuse or a funeral slip from an undertaker will count as hours for overtime. Other unscheduled personal or sick pay and/or unscheduled vacation hours shall be excluded as time for purposes of calculating overtime.

**SECTION 8.12. CALL OUT PAY:**

Any employee called back to work after having completed his/her regular shift and gone home shall receive a minimum of four (4) hours pay at the appropriate rate. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having punched out and physically departed the Employer's premises. The Employer will determine the employee's start time before he/she leaves from work when snow is a possibility or "an event". However, in the event that there is a weather update and the employees are contacted prior to 9:00 pm,

the scheduled start time could be modified either by additional hours or by decreasing the hours without any call-out effect.

If employees are needed to be contacted after 9:00 pm then those employees would be eligible for a four (4) hour show-up time. It is the company's responsibility to have a work schedule should the snow not require the additional effort. An employee called out may be required to work the four hours if requested by his supervisor.

An employee whose call-in extends into their regular shifts shall receive the appropriate rate for those hours which extend into the regular shift.

**SECTION 8.13.** Administrative leave with full pay chargeable to direct accounts as directed by the Contracting Officer, will be granted for days when the National Energy Technology Laboratory's personnel are granted special administrative leave (such as snow days, extra holiday granted by Presidential Order, or other Government designated short-time work stoppages). All Bargaining Unit employees that are required to report to work will, receive Administrative Leave pay at their regular or overtime rate of pay plus their regular hourly rate for all hours worked. When an employee calls off prior to announcement of Administrative Leave, the individual who called off would not be eligible to receive the Administrative Leave Pay.

## ARTICLE 9 SICK/PERSONAL DAYS

**SECTION 9.1.** Each regular employee shall be entitled to five (5) paid sick/personal days off each Contract year to be replenished each July 1<sup>st</sup>. Each new regular full-time employee will begin to receive pro-rated sick and personal days until the beginning of the next contract year in accordance with the following formula – for every one hundred and seventy-three (173) hours worked he/she will receive three and one-third (3 1/3) hours of sick/personal time. The first five (5) sick day call offs shall be charged against this benefit. Up to nine (9), ten (10), eleven (11), twelve (12), and thirteen (13). Sick/Personal days, respectively, may be accumulated and carried over from each successive Contract year. Each employee shall give five (5) days prior notice for Employers approval before being granted a personal day, except in a case of medical emergency or funeral leave where it is documented by a doctors excuse or a funeral slip from an undertaker. The Employer will require a letter from a Physician in cases of an emergency, before the end of the same payroll time reporting period, and the excuse must be in by noon of the next Monday for pay period ending Friday midnight and may be hand delivered or faxed.

## ARTICLE 10 HOLIDAYS

**SECTION 10.1. HOLIDAYS CELEBRATED:** The following days shall be paid holidays for the purpose of this Agreement:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 6. Labor Day        |
| 2. Martin Luther King Day | 7. Columbus Day     |
| 3. President's Day        | 8. Veteran's Day    |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

**SECTION 10.2. ELIGIBLE EMPLOYEES:** To be eligible for Holiday pay, an employee must have completed his probationary period, be on the active payroll of the Company (i.e., is receiving a payroll check and is not laid off), and be a regular employee with the Company and work eight (8) hours the day before and the day after the Holiday or have a vacation/personal day scheduled in advance in accordance with Company policies. Emergency medical or funeral leave will count as time worked the day before or the day after a Holiday provided documentation in the form of a doctor's excuse and/or a funeral slip from an undertaker is turned in and the employee's time equals eight (8) hours. Employees will not be permitted to work through breaks, lunch or after normal work shift in the event they are tardy for what ever reason.

**SECTION 10.3. NO WORK ON THE HOLIDAYS:** An eligible employee who is not required to work on the day observed as a Holiday shall receive his regular workday pay at his straight-time rate of pay.

In addition, any full-time employee filling a temporary job and works that job the day before and after a Holiday, as provisions provide in this contract, shall receive the rate of the job being filled except in a lower classification.

**SECTION 10.4. WORK ON THE HOLIDAY:** An eligible employee who is required to work on the day observed as a Holiday shall receive one and a half (1½) times his straight hourly rate for all hours actually worked on that day disregarding the in excess of 40 hours per work week rule, in addition to his regular workday pay at his straight-time rate of pay.

An employee who is prescheduled three (3) days in advance to work on the day observed as a Holiday and who does not report for work shall not be paid for the holiday under this Article. If an employee has prescheduled vacation or personal time off the day before or the day after the Holiday, it will be the employees option to work or not to work the Holiday.

If an employee is called out to work on a Holiday for snow removal, the employee will receive one and a half (1½) times the hourly rate for snow removal for hours actually worked and the Holiday pay at the snow removal rate.

**SECTION 10.5. HOLIDAY DURING A VACATION PERIOD:** If a Holiday occurs during the scheduled vacation of an eligible employee, the employee will not be charged a vacation day for the Holiday and the observed Holiday shall be paid as Holiday pay.

**SECTION 10.6. FUTURE ADDITIONAL HOLIDAYS:** It is agreed that the Union work force will be granted paid holidays for any days that the Federal government may designate as a federal holiday in addition to the 10 holidays indicated in Section 10.1.

## ARTICLE 11 VACATIONS

**SECTION 11.1.** Each employee after one (1) year's continuous site service shall receive two (2) weeks' vacation with pay each year. Employees who have worked at the site continuously for five (5) years and until completion of their 10th work year shall receive three (3) weeks' vacation with pay. At the completion of eleven (11) years the employees will receive sixteen (16) paid vacation days and one (1) additional day for each year thereafter until the 15<sup>th</sup> year when 20 days are due. At the completion of 21 years, the employee will receive 21 days paid vacation and one additional day for each year after the employees will earn the following paid vacation:

after 12 years 17 days	after 22 years 22 days
after 13 years 18 days	after 23 years 23 days
after 14 years 19 days	after 24 years 24 days
after 15 years 20 days	after 25 years 25 days
after 21 years 21 days	

After completion of 25 years of continuous service, the employee will be entitled to 5 weeks vacation or 25 days.

All employees may carryover into their following anniversary year up to eighty (80) hours of vacation time in lieu of exhausting all of their hours.

**SECTION 11.2.** Vacation pay allowance for each week of vacation shall be equivalent to normal workweek at the employee's regular straight-time hourly wage rate that is in effect at the time the vacation is taken.

**SECTION 11.3.** Vacation shall be earned according to the date employees were hired at the site or any other Service Contract Act site time.

**SECTION 11.4.** Vacation time is to be scheduled at the beginning of the calendar year to allow for Company scheduling of all employees vacation with highest Union seniority in classification choosing first. Vacation time is to be scheduled not less than seven (7) calendar days in advance. However, vacation time may also be allotted in one-half (½) hour increments for up to eight (8) consecutive hours without a seven (7) day prior notice but with the approval of the Company in consideration of the contractual performance agreement.

**SECTION 11.5.** Scheduled number of vacations permitted by classification and seniority at any given time:

- A. Driver Messenger, 31100 – one (1)
- B. General Maintenance, 23370 – two (2)
- C. Janitor, 11150 – three (3)
- D. Laborer/Recycler, 11180 – one (1)

## ARTICLE 12 SENIORITY

### SECTION 12.1. SENIORITY:

- a) Bargaining Unit Seniority is defined as beginning on the employee's original date of hire by the Company into the Bargaining Unit.
- b) Site seniority is defined as a Bargaining Unit Employee's Continuous Service Contract Act site time with a predecessor contractor or the Company.
- c) Job Classification is defined as the continuous service in their job classification, with a predecessor contract or predecessor contractor where the employee performed essentially the same services on a preceding contract as under subsequent contract(s).
- d) The Employer is to update full-time and part-time hire date status yearly each December 31<sup>st</sup>.
- e) The Union is to update seniority list yearly no later than thirty (30) days after receiving new hire status report.

**SECTION 12.2. LAYOFF:** The Company will determine the time of layoffs, the number of employees to be laid off, and in what job classification layoffs will occur.

If a layoff should occur, the Union shall be notified at least two (2) weeks in advance or as soon as possible. Such layoffs shall be made by job classification seniority within the job classification affected. If layoff should occur, a more senior employee in that classification may volunteer for layoff with the right to return to *their* job and seniority after two (2) week notice in writing to the Employer. *Senior employees may exercise this option one time per layoff.*

The employee with the least job classification seniority shall be the first to be laid off and recall shall be in reverse order. An employee subject to layoff out of a job classification may use their Bargaining Unit seniority to bump a less senior Bargaining Unit employee who holds a classification for which they are qualified.

If Bargaining Unit seniority is equal then site seniority shall be used as the tie breaker. If site seniority is equal, then the employee whose last four (4) digits in his/her social security number is the largest shall be deemed more senior.

**SECTION 12.3. TERMINATION OF SENIORITY:** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a) discharge for just cause, quit, retirement, or resignation;
- b) failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall; as set forth in the written notice of recall;
- c) time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company; provided the employee substantiates their availability every three (3) months.
- d) failure to return to work upon expiration of a leave of absence;
- e) absence in excess of twelve (12) months due to physical disability; provided, however, that where such absence is due to compensatable disability incurred during the course of such employment, such absence shall not break continuous service.
- f) To return to work after missing five (5) work days, the employee must be seen by site doctor for clearance and submit a return to work (full duty, no restraints) slip from their physician in advance by fax or in person. In the event that the site physician is not available, EDI will have the slip pre-approved by the site physician to allow employee to return to work temporarily until EDI can schedule a site physician visit, so as not to cause the employee any loss of work or wages.

Upon returning to work from a period of Disability, the employee must present appropriate documentation verifying their availability date and medical release. The Company maintains the right to send employee to a Company designated doctor for release.

**SECTION 12.4. RECALL:**

- a) Order of Recall. If the Company determines to fill job vacancies in a job classification from which employees are laid off, such employees, eligible for recall, shall be recalled in reverse order of layoff.
- b) Notice to Recall. The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter, return to work on such date.

**SECTION 12.5.** When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement, any employee may submit a bid for the job to the Project Director, in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

The provisions in this section do not pertain to a temporary vacancy for that you must follow Section 8.3.

**SECTION 12.6.** A probationary period of 720 hours worked will be observed for each new employee during which time the Company will make specific and periodic evaluations of the employee's qualifications, skills and abilities. During this probationary period, an employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, the employee shall be entitled to only seniority rights as measured from an employee's employment date. An employee will remain part-time (less than 173 hours per month) until such time as full-time employment is offered by EDI reference Section 22.3. The provisions in this Section do not pertain to a temporary vacancy, which is governed by Section 8.3.

During the probationary period an employee may be discharged without recourse to the grievance procedure.

**SECTION 12.7. SENIORITY:** If application of the preceding Section results in two (2) or more employees having the same seniority, the first tie breaker will be site seniority and if need be, the second tie breaker will be the employee whose last four (4) digits in his social security number is the largest shall be deemed more senior (e.g., 4321 is larger than 1234). Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority. Seniority shall be applicable only as expressly provided in this Agreement.

**SECTION 12.8. QUALIFICATIONS:** If a job opening occurs, employees may bid on the job and the senior qualified employee will have the opportunity to perform the job for 30 work days whereupon the Company will review the performance and it is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and ability of the employees.

An employee deemed unqualified will be permitted to return to the position the employee formerly held.

**ARTICLE 13  
FUNERAL LEAVE**

**SECTION 13.1.** In the event that an employee has death in the current family, the Company will grant up to five (5) calendar days of paid absence for the spouse, parents or child. The Company will grant up to three (3) calendar days for all others except aunt/uncle or niece/nephew which will be entitled to the day of the funeral.

Spouse .....	5	Sibling .....	3
Parents .....	5	Grandparent .....	3
Child .....	5	Grandchild .....	3
Legal Guardian .....	3	Aunt/Uncle .....	1
Father-in-Law .....	3	Niece/Nephew .....	1
Mother-in-Law .....	3		



A Funeral Slip from the Undertaker stating the name of the deceased, date of the funeral, and your relationship to the deceased must be turned in as you return to work in order to be PAID. (NOTE: This is not an obituary and/or funeral program) For an out of town funeral, employees will be entitled to an extra day (travel day) without pay for each of the above deaths. This day would not count towards the absenteeism policy. The calendar days for the above deaths will begin on the day after the death.

#### ARTICLE 14 JURY DUTY

**SECTION 14.1.** Any employee who has worked for the Company for one (1) year, will be reimbursed for serving jury duty for up to two (2) weeks. The employee will be required to sign over your court check to the Company in order to receive full earnings for each day out.

#### ARTICLE 15 GENERAL PROVISIONS

**SECTION 15.1. REST BREAKS:** Unless precluded by operational requirements, it is the intention of the Company to provide Bargaining Unit employees two fifteen (15) minute rest breaks during a normal eight (8) hour worked shift, one (1) in the middle of each half of the shift. Employees will be scheduled for either nine (9) hour shifts and will break for a one (1) hour unpaid lunch period in the middle of the scheduled shift or eight and one-half (8½) hour shift with a one-half (½) hour lunch break unless there are emergency operations or there is a pre-approved change by the Company Project Manager. Lunch Schedule is on a weekly basis, not day to day request. When employees are required to work overtime for more than three (3) hours, a third fifteen (15) minute break will be given. Such rest breaks, for all employees, shall be included in the computation of time worked.

**SECTION 15.2.** The Company agrees to pay for a uniform service, providing at least five (5) uniform changes or coveralls and lab coats each week for all employees covered by this Agreement. It shall be a stipulation that work uniforms be worn during the employees scheduled shift. The Company will designate area and time for laundry exchanges. Employees will be responsible for all equipment and uniforms assigned to them. Any lost or stolen equipment must be reported weekly by the employee so that it can be reported to Security so that its disposition can be decided. The Employee will be responsible for reporting, on a weekly basis, unreturned laundered uniforms to the Company and in return the Company holds the employee harmless for any retribution. The Union agrees it shall be the employees' responsibility to replace lost or stolen uniforms. Employees not wearing uniforms as required above will be subject to a four (4) Step discipline.

- |            |                              |
|------------|------------------------------|
| 1. Oral    | 3. Suspension three days (3) |
| 2. Written | 4. Discharge                 |

**SECTION 15.3. SAFETY EQUIPMENT:** Employees will be supplied by NETL with personal protective equipment as prescribed by NETL EH&S program

**SECTION 15.4. REGULAR EMPLOYEES:** A regular full-time employee is an employee who works a forty (40) hour scheduled shift per week and who would be typically paid for scheduled time including vacation, holidays, personal and work time for 2080 hours per year.

**ARTICLE 16  
SAVINGS CLAUSE/CHANGE IN LAWS**

**SECTION 16.1.** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portion thereof, and they shall remain in full force and effect.

**ARTICLE 17  
BULLETIN BOARDS**

**SECTION 17.1.** The Company will provide a designated bulletin board for the posting of Union notices that have been properly approved for posting by the Company Personnel or Project Director. Such approval shall not be unreasonably denied.

**ARTICLE 18  
SAFETY**

**SECTION 18.1.** The Company will comply with all applicable health and safety laws and regulations and the Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes himself or any individual to unsafe acts which could result in serious bodily harm. All employees must immediately report any work related injury, no matter how slight, to his/her immediate supervisor by the end of their shift. ~~Agreed where issues arise, men will perform work unless a safety concern and grieve later to avoid insubordination contests.~~

**SECTION 18.2.** The Company and the Union will follow the NETL EH&S program.

**SECTION 18.3.** The Company will maintain a fully stocked first aid station according to the (NETL) EH&S program.

**ARTICLE 19  
NEW EQUIPMENT**

**SECTION 19.1.** In the event the Employer introduces new equipment or devices which substitute for present equipment being operated or maintained by any Employee within the Bargaining Unit the Company agrees to train Bargaining Unit Employees on such equipment to the fullest extent practicable. The Company reserves the right to train employees by seniority as they see fit, but no less than two (2) one(1) primary and one (1) backup with the exception of Safety Training.

The number selection of Employees and manner to be trained will be determined by the Company.

**ARTICLE 20**  
**SUCCESSORSHIP/VACATION/SICK/PERSONAL TRANSITION**

**SECTION 20.1.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or Federal regulations.

**SECTION 20.2. VACATION TRANSITION:** In the final transitions between the current contractor and the successor contractor all of the Bargaining Unit member's unused Vacation and Sick/Personal time shall be transferred into the successor contract in lieu of one (1) lump sum payment to Bargaining Unit members.

**ARTICLE 21**  
**MANAGEMENT RIGHTS**

**SECTION 21.1.** Subject to the terms of the Agreement, including the Grievance and Arbitration provisions herein contained, it is agreed that the operation of the business and direction of the employees, including but not limited to the making and enforcing of reasonable rules to assure orderly efficient operation, the determination of employee competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to lay off for lack of work, to schedule employees, to assign employees work assignments and location, to approve scheduled vacation or personal time off, to sell, merge, consolidate or subcontract the business, to establish, revise or continue policies, practices or procedures for the conduct of business and from time to time to change or abolish such policies, practices or procedures, the right to determine the number, location, relocations and types of operations and the methods, processes and materials to be employed, to discontinue processes or operations or their performance by employees of the Company, to determine the number of hours per day and per week operations shall be carried on, to select and assign work to such employees in accordance with the requirements by management and in accordance with Seniority, to require pre-employment and change of classification, physical examinations and substance abuse screening of employees in accordance with the Company's Drug and Alcohol Policy, to appoint leads as the Company sees fit, to appoint the employee who performs cleaning in the Director's area without regard to Seniority, to determine who gets trained in all instances, and to take any measures as Management of the Company may determine to be necessary for the order of efficient and profitable operations of the business, are rights vested exclusively in the Management of the Company. Management shall also have the exclusive right to discharge any employee who has been denied access to the premises by any government agency. Should the Company exercise this right to discharge an employee who has been denied access to the facility by a government agency, the Company shall attempt to obtain documentation of this decision from the agency and shall provide such documentation to the Union. Only if the Union concludes that this discharge is the result of collusion between the Company and the government agency, the Union reserves the right to pursue the matter to the Grievance and Arbitration clause of the Agreement.

**SECTION 21.2.** The above Rights of Management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. Any of the rights, powers or authority the Company had prior to the signing this Agreement, are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made.

**SECTION 21.3.** If any of the above rights and EDI Policies and Procedures manual have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

**SECTION 21.4.** For emergencies and call-offs, the Company may have higher classification employees step back and do work as long as no one is laid off nor will be laid off and will be paid the higher rate.

**SECTION 21.5.** In cases of emergency, call-ins only (fire, flood, ruptured lines and other catastrophes, etc.) the Company and the Union have agreed that the Company will be permitted to call the employees closest to the NETL site regardless of classification as long as the same amount of employees from the proper classification (Maintenance, Janitorial, Recycler/Laborer or Driver Messenger) are also called in.

**SECTION 21.6.** EAGLE DESIGN, INC. agrees that all employees who pass their Substance Abuse Test to qualify as employees of EDI, will commence their employment 10/01/08 without any carryover of any prior disciplinary issues that may have occurred prior to 10/01/08. This Section relates to DISCIPLINARY STATUS ONLY.

**ARTICLE 22  
HEALTH & WELFARE**

**SECTION 22.1.** The Company agrees to furnish full time employees with Local 95's Pittsburgh Building Owners Welfare Fund coverage or equivalent. The amount for this coverage will be the negotiated and agreed upon amount billed per employee per month. The employee agrees to pay 5% of the monthly premium for his/her respective type of coverage i.e. single, husband and wife, or family which will be deducted ratably weekly from the employees check or will be billed monthly in case an employee is on disability or FMLA and will remain in effect so long as the employee pays the amount due by the fifth day of the month, or no later than 90 days from due date.

**SECTION 22.2. THE PENSION PLAN:** During the term of this Agreement, the Company shall contribute into the CENTRAL PENSION FUND for all hours paid for each eligible employee into the CENTRAL PENSION FUND, 4115 Chesapeake Street, N.W. Washington, D.C. 20016 under the terms and conditions of the Fund for employees covered. Each overtime hour shall only count as one hour paid.

<u>Effective Date:</u>	<u>Dollar Amount</u>
10/01/2008	\$2.54
10/01/2009	\$2.73
10/01/2010	\$2.92
10/01/2011	\$3.11
10/01/2012	\$3.30

**SECTION 22.3.** Part-time janitors will only be entitled to seniority benefits as per Section 12.6 with no economical or additional monetary benefits with the exception being current CBA janitor's wage until such time as a full-time position may be offered and accepted.

## ARTICLE 23 LEAVE OF ABSENCE

**SECTION 23.1.** A leave of absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his regularly scheduled workweek. Such leave may be extended for good cause shown, upon prior written approval of the Company. Employees who are away for a period longer than the term of the leave shall be considered to have voluntarily terminated their employment with the company. Employees shall not receive holiday pay for any holiday that falls during the period they are on leave. Employees on leave of absence without pay beyond the thirty (30) days shall not receive any accruals or benefits for that period.

**MILITARY RESERVE TRAINING:** Leave will be granted as required by law.

**MILITARY & REHABILITATION LEAVE:** The length of the leave will depend upon the program. Work performance and attendance along with past-approved leaves will be taken into consideration before granting permission for the leave.

## ARTICLE 24 NO STRIKE - NO LOCKOUT

**SECTION 24.1.** The Union agrees that it will not collectively concerted, or individually engage in, participate, directly or indirectly, in any strike, sympathy strike, slowdown, stoppage, picketing or any other interference with or interruption of the work or operations at NETL during the period of this Agreement.

**SECTION 24.2.** No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.

**SECTION 24.3.** The Company agrees that it will not lockout any of the employees in the Bargaining Unit during the period of this Agreement.

## ARTICLE 25 NON-DISCRIMINATION

**SECTION 25.1.** No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

**SECTION 25.2.** The employer and the Union agree that there will be no discrimination for or against any employee or applicant for employment covered by this Agreement on account of race, religion, sex, color, age, disability or national origin, and further agree to comply with State and Federal laws pertaining thereto.

**SECTION 25.3.** Reference to the masculine forms of nouns and pronouns in this agreement are for ease of reference only, and the terms of this agreement will apply equally and consistently regardless of gender.

## ARTICLE 26 EDUCATIONAL TRUST FUND

**SECTION 26.1.** The Company agrees to pay five cents (\$.05) per hour to the International Union of Operating Engineers, Local 95 Training Fund ("Fund") for all hours worked for all employees covered by this Collective Bargaining Agreement. The Company shall report the hours worked and render payment of the contributions by the 15th of the month following the month in which the employees worked, unless alternate arrangement(s) are agreed to in writing between the parties.

**SECTION 26.2.** Employees who are required by the Company to attend any training session during their regularly scheduled working hours will be reimbursed at their regular straight-time hourly rate for scheduled work time lost. To qualify for reimbursement, such request must be in writing and be signed by the Company.

**SECTION 26.3. STEWARD TRAINING:** Shop Steward shall be entitled to leave of one (1) day each calendar year from the employer for Shop Steward training and education. The Union must notify the employer at least three (3) weeks in advance thereof. The Steward must, upon returning from the leave, present the employer with written evidence from the Union that the Steward has used the leave for the purpose of which the leave was intended. Union Steward may use personal or vacation time to receive payment for the day.

## ARTICLE 27 POLITICAL ACTION COMMITTEE

**SECTION 27.1.** The employer agrees to deduct monthly contributions for a political action committee ("PAC") being formed by the Union, pursuant to voluntarily signed authorizations as set forth in Exhibit J attached. The amounts deducted shall be forwarded to the PAC within fourteen (14) days of when deducted.

**SECTION 27.2.** The Union agrees to indemnify the employer and to hold him harmless against any claims or any liability incurred as a result of the employer complying with Section 27.1 of this agreement.

## ARTICLE 28 PERIODIC TESTING FOR ILLEGAL CONTROLLED SUBSTANCES

**SECTION 28.1.** In lieu of random periodical testing as per 3.2.3 of Policy 2.4, Eagle Design and the Union have agreed to pre-scheduled testing only in December of each year.

This yearly testing and all testing will be provided for EDI employees by EDI during their normal working hours at no cost to the employees. All employees must be tested or no employees will be tested.

**SECTION 28.2** Reasonable Suspicion Drug Testing. An employee must submit to a drug and/or alcohol test when the Company has a reasonable belief that the employee has violated the drug and/or alcohol prohibitions contained in this policy. Reasonable belief means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties possibly due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, significant and extreme changes in quality or quantity of production, judgment, reasoning, concentration and psychomotor control, indicative of impairment are examples of "reasonable belief" situations.

Supervisors and other personnel will be trained in detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy. A manager and union official will complete a Reasonable Suspicion Determination Checklist before an employee is required to submit to drug or alcohol testing. (SEE EXHIBIT K)

Prior to being tested pursuant to this policy, an employee must specifically identify for the testing facility any prescription, non-prescription or over-the-counter drugs or medications that the employee has taken.

## ARTICLE 29 ABSENTEEISM POLICY

**SECTION 29.1.** Each year will be divided into four quarters:

Jan. 1 - Mar. 31  
Apr. 1 - Jun. 30  
Jul. 1 - Sept. 30  
Oct. 1 - Dec. 31

Each regular full-time employee has 5 sick/personal days and vacation to use first in case they need to miss work. In addition, each employee is permitted to have up to two (2) unpaid unscheduled days off per quarter, if necessary, without incurring disciplinary proceedings.

If the employee takes more than two (2) days of unscheduled, unpaid time off per quarter the following disciplinary action(s) will be taken:

Third day unscheduled missed:	Corrective action
Fourth day unscheduled missed:	Written warning
Fifth day unscheduled missed:	3-day suspension
Sixth day unscheduled missed:	Discharge

Note: Unpaid unscheduled days off documented by a doctor's excuse, accompanied by a doctor's co-payment receipt, turned in within the pay period of the time missed will not count for purposes of this policy.

After the quarter has expired, each employee is permitted to have up to two (2) unscheduled, unpaid days off for the new quarter. If the employee was disciplined for excessive absenteeism during the previous quarter (3 or more unscheduled absences), the discipline for missing the third day of the current quarter would be the next step in the above progressive steps. For example, if between 1/1 and

3/31 the employee had three (3) unscheduled absences (and received a corrective action), and then they missed 4/23, 4/28 and 5/2, they would receive a written warning.

If the employee goes the entire quarter without an unscheduled absence, one step would be eliminated such that an employee who had a 3-day suspension could revert to written warning status.

**ARTICLE 30  
DURATION**

This Agreement shall become effective unless otherwise provided for herein, and shall continue in full force and effect until 11:59 p.m. September 30, 2013, thereafter from year to year unless either party shall give at least ninety (90) days prior written notice before any expiration date of this Agreement to the other party of its desire to modify or change this Agreement. IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the hand of its proper officer or officers this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 95, AFL-CIO**

**EAGLE DESIGN, INC.**

*Carl A. Luisi*

Carl A. Luisi, Union Representative

*Andrew T. Rios*

Andrew T. Rios, President

*Ralph M. Crivello*

Ralph M. Crivello, Union Steward

*J. Carter Tackett*

J. Carter Tackett, Program Manager

*John Sweeney*

John Sweeney, Assistant Steward

*William Yunn*

William Yunn, Project Director



**EXHIBIT A****ARTICLE 5 - WAGES**

Job Classifications	10/01/2008	10/01/09	10/01/2010	10/01/2011	10/01/2012
Driver Messenger, 31100	\$15.62	\$16.22	\$16.82	\$17.42	\$18.02
General Maintenance, 23370	\$20.69	\$21.44	\$22.19	\$22.94	\$23.69
Janitor, 11150	\$13.94	\$14.48	\$15.02	\$15.56	\$16.10
Laborer/Recycler, 11180	\$17.36	\$17.99	\$18.62	\$19.25	\$19.88
General Maintenance Foreman and Sub foreman will be paid one dollar (\$1.00) per hour above the general maintenance wage rate. Lead Janitor will be paid \$1.00 per hour above Janitor rate.					

**SIGNING BONUS:**

Each employee employed at 10/01/2008 to receive a one time signing bonus of two hundred and seventy-five dollars (\$275.00) in his/her first (1<sup>st</sup>) EDI pay period after successfully passing drug test.

**EXHIBIT B - 1****Job Descriptions****General Maintenance - EDI**

**Equipment & Tools:** Small hand tools, like wrenches, screw drivers, hammers, rakes, shovels, etc. Riding and walk behind rotary mowers, weed whackers, snow removal equipment, i.e., trucks with plows and salters, snow blowers, chain saws, furniture dollies.

Terex, street sweepers, bobcat, and backhoe (if qualified), and walkie talkie.

**Materials:** Fertilizer, weed killer, grass seed, degreaser, small replacement parts, calcium chloride.

**Job Conditions:** Outdoor and indoor/ground maintenance work year round with requirement to work snow removal at odd hours and during inclement weather. Frequent furniture moving. Weekend work required for asphalt crack sealing, line striping and some snow removal.

**Technical Requirements:** Must be able to be instructed and be able to work independently. The employee must have a valid PA Drivers License. Subject to MVR Clearance.

**Heavy Work (DOL):** 100 lbs. maximum lifting with frequent lifting/carrying of up to 50 lbs., frequent standing/walking

**Very Heavy Work (DOL):** Lifting objects over 100 lbs. and frequent lifting/carrying of up to 50 lbs or more. Frequent standing/walking.

**EXHIBIT B - 2****Janitor - EDI**

Equipment & Tools: Mops, dusters, vacuums, carts, buckets, and disposal receptacles.

Materials: Cleaners, furniture wax, polish, bathroom materials, tissues, paper towels, tampons, and soaps.

Job Conditions: Performs cleaning services in all common areas in designated buildings including hallways, bathrooms, conference rooms, and offices. Perform emergency procedures as requested and keep entrances and exits clean and unobstructed.

Technical Requirements: General knowledge of hygiene and cleanliness. Also, must have valid PA Drivers License to be able to move from site to site. Subject to MVR Clearance.

Heavy Work (DOL): 100 lbs. maximum lifting with frequent lifting/carrying of up to 50 lbs., frequent standing/walking

**EXHIBIT B - 3****Mail Messenger - EDI**

Equipment & Tools: Automatic mailer, sorter, postal stamps, scales.

Materials: Stamps, inks, pads.

Job Conditions: Two times daily to post office and run distribution routes throughout both complexes, distributing mail to drop off/pick up points on a regular basis.

Technical Requirements: Awareness of post office requirement, able to sort and distribute mail, have current drivers= license, be familiar with computer operations, record and reconcile usage, be aware of hazardous possibilities, such as anthrax.

Responsible for the lawful handling and distribution of all material received from or entering into the U.S. Postal Service Center for the performance of official Government Business. Handling and distribution shall include delivery and pickup of official mail at the U.S. Post Office and designated mailstop locations throughout NETL.

Shall maintain daily records for penalty mail requiring actual count as designated by the U. S. Postal Service. Mail categories requiring actual count include international, supplemental, business reply, express and special services.

Responsible for the handling and distribution of internal mail. Handling and distribution shall include delivery and pickup of material which does not leave the site at designated mailstop locations throughout NETL. Must be able to read and write. Must have a valid PA drivers license. Subject to MVR Clearance.

Shall deliver messages, documents, packages and mail to various business concerns or governmental agencies. Transport office personnel and visitors, and perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. Obtain receipts for articles delivered and keep a log of items received and delivered. May deliver items to offices and departments within the NETL establishment

**EXHIBIT B - 4****Laborer/Recycler - EDI**

Equipment & Tools: Automatic compactor/bailer, recycle bins, fork lift, and pallets.

Materials: Shrink wrap, banding tools.

Job Conditions: Walking site buildings to collect recycle material. Operating compactor, binding and baling recycle material and arranging for drop off at designated recycler.

Technical Requirements: Understand and differentiate between types of recycle material, read notices, record weights, work safely, and operation of automatic equipment. The employee must have a valid PA Drivers License. Subject to MVR clearance.

Very Heavy Work (DOL): Lifting objects over 100 lbs. and frequent lifting/carrying of up to 50 lbs or more. Frequent standing/walking.

**EXHIBIT C  
GRIEVANCE FORM**

Building: \_\_\_\_\_ Grievance No.: \_\_\_\_\_

Date Filed: \_\_\_\_\_ Step No.: \_\_\_\_\_

Grievant Name(s): \_\_\_\_\_

Date of Grievance: \_\_\_\_\_ Steward: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

The Grievance is a violation of but not limited to Article(s): \_\_\_\_\_

\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Steward's Signature

\_\_\_\_\_  
Company's Signature, Title

\_\_\_\_\_

Company's Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Company Response: \_\_\_\_\_

Attach all pertinent material.

**Union Response**

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Dated \_\_\_\_\_ Step No. \_\_\_\_\_

**EXHIBIT D**  
**PITTSBURGH BUILDING OWNERS WELFARE FUND**

1. The Health Coverage and Prescription Drug Plan will be with Local 95's Pittsburgh Building Owners Welfare Fund's UPMC-HMO (Classes E1, E3 and E5).

2. Sickness and Accident Coverage:

The Maximum of \$500.00 a week for 26 weeks, beginning with the first (1<sup>st</sup>) day of accident and the eighth (8<sup>th</sup>) day of sickness. The amounts paid shall not exceed sixty-seven percent (67%) of the employee's base weekly rate.

3. Life Insurance:

The Maximum amount of life insurance and accidental death benefits shall be \$50,000 for death and an additional \$50,000 for accidental death.

4. Vision Program:

Will be with Davis Vision

5. Dental Plan:

Will be United Concordia

10/01/2008  
EXHIBIT E  
SENIORITY LIST

LAST NAME	FIRST NAME	SITE START DATE	UNION DATE
Foster	Gary	6/23/1980	1/10/1997
Crivello	Ralph	10/14/1980	1/10/1997
Bridges	Larry	1/2/1985	1/10/1997
Schmidt	John	4/21/1986	1/10/1997
Kaszycki	Frank	6/1/1988	1/10/1997
Evans	Greg	12/5/1988	1/10/1997
Ellis	Ivory	6/6/1991	1/10/1997
Barli	Chris	5/22/1992	1/10/1997
Cotero	Isabel	9/13/1993	9/12/1997
Swcency	John L.	3/10/1998	8/14/1998
Massaro	Julia	5/20/1998	9/11/1998
Reese	David	12/5/1988	3/12/1999
Gindlesperger	Joy	1/17/1997	12/10/1999
Pew	David	3/25/2002	6/13/2002
Sappe	Henry	8/12/2002	11/8/2002
Marasco	Mary	5/3/2004	5/3/2004
Walsh	Teresa	5/13/2004	5/13/2004
Culley	Paul	8/23/2006	8/23/2006
Gouker	Terry	1/30/2007	1/30/2007
Held	Daniel	11/16/2007	11/16/2007



**EXHIBIT "F"**

**AUTHORIZATION FOR UNION DUES CHECK-OFF**

**ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO.**

\_\_\_\_\_  
Employer

Dear Payroll Clerk:

You are hereby authorized and directed for the duration of the Agreement, effective \_\_\_\_\_ between the Employer and the Union, to deduct from earnings and pay over to the Union monthly dues, permit fees, or initiation fees as set by the Union. You are hereby authorized to deduct such dues from my earnings, payable the first pay of each month. In the event of insufficient earnings in the appropriate pay period, it shall be my responsibility to pay my dues directly to the Union.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for period of one (1) year from the date appearing above (or until the expiration of the present Agreement between the Employer and the Union, whichever is sooner), at which time it may be revoked by written notice by Registered Mail, given by me to the Employer and the Union, or any time during the period of five (5) days prior to the expiration of the one (1) year period (or five (5) days prior to the expiration of the present Agreement, whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, or for the term of any succeeding Collective Bargaining Agreement between the Employer and the Union, whichever period is shorter, with the same privilege of revocation at the end of each such period.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Please Print Your Name

**Permit Fees = Current minimum dues \$17.75 per month (part-time employees)**  
**Monthly Dues = Current Hourly Rate x 2 + \$2.75 (regular full-time employees)(07/01/2008)**  
 Effective 07/01/09      2 x hourly rate of pay + \$3.25  
 Effective 07/01/10      2 x hourly rate of pay + \$3.75  
 Effective 07/01/11      2 x hourly rate of pay + \$4.25  
 Effective 07/01/12      2 x hourly rate of pay + \$4.75  
**Initiation Fee \$125.00**

Please check appropriate box to have your Initiation Fee payroll deducted

- 30-day probation (1 payment of \$125.00)
- 60-day probation (2 payments of \$62.50)
- 720 hours probation (1 payment of \$125.00)
- Other payment arrangements

**NOTE: One copy to the Employer and one copy to the Union.**

THOMAS J. MOORE  
President

JOHN H. WAGNER  
Vice President

JOSEPH J. BIANCHIN JR.  
Recording Secretary

GARY L. MCGARRITY  
Treasurer

# International Union of Operating Engineers

WILLIAM T. CAGNEY  
Business Manager and  
Financial Secretary

## LOCAL UNION NO. 95-95A

AFFILIATED WITH STATE COUNCIL OF OPERATING ENGINEERS  
MEMBER OF THE PENNSYLVANIA AFL-CIO

THOMAS J. MOORE  
Assistant Business  
Manager

300 SALINE STREET  
PITTSBURGH, PA 15207  
(412) 422-4702  
FAX (412) 422-4721

116 DOBSON AVENUE  
WARREN, PA 16365  
(814) 726-7334  
FAX (814) 726-5612

### EXHIBIT G

#### Letter of Clarification

The International Union of Operating Engineers, Local 95 and Eagle Design, Inc. have agreed to have this clarification become an addendum to the Memorandum of Understanding regarding Use of Unscheduled Personal and Unscheduled Vacation Time dated October 31, 2003.

From the signing date of this letter and forward, the examples of acceptable third party documents shall include but not limited to: doctor's excuses, family member's excuses, funeral slips from undertaker, emergency room, news paper article (death notice), hot water tank receipt or documentation, automotive repair receipt or documentation, neighbor verification or documentation etc.

EDI employces must exhaust his/her yearly allotment of five (5) sick/personal days or forty (40) hours before using vacation time allotment in place of sick time.

Carl A. Luisi 11-26-08  
Carl A. Luisi Date

Carter Tackett 1/12/09  
Carter Tackett Date

Ralph Crivello 11-26-08  
Ralph Crivello Date

William Yunn 1-14-09  
William Yunn Date

THOMAS J. MOORE  
President

JOHN H. WAGNER  
Vice President

JOSEPH J. BIANCHIN JR.  
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# International Union of Operating Engineers

## LOCAL UNION NO. 95-95A

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Manager

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(412) 422-4702  
FAX (412) 422-4721

116 DOBSON AVENUE  
WARREN, PA 16365  
(814) 726-7334  
FAX (814) 726-9612

### EXHIBIT H

### LETTER OF AGREEMENT

The International Union of Operating Engineers, Local 95 and Eagle Design, Inc. have agreed to clarify language in Article 10, Section 10.2 - Eligible Employees.

From the signing date of this Agreement and forward, the term Emergency Medical as used in Section 10.2 will require documentation of a visit to one (1) of the following facilities but not limited to: Hospital Emergency Room, Urgi Center or any emergency medical facility, etc. The above mentioned emergency medical documentation will extend to employee, spouse or partner, and immediate families of both (i.e. children, parents, siblings, etc).

The documented excuse must be turned in before noon on the following Monday for the pay period ending Friday at midnight.

Carl A. Luisi      11-26-08  
Carl A. Luisi      Date

Carter Tackett      1/12/09  
Carter Tackett      Date

Ralph Crivello      11-26-08  
Ralph Crivello      Date

William Yunn      1-14-09  
William Yunn      Date

THOMAS J. MOORE  
President

JOHN H. WAGNER  
Vice President

JOSEPH J. BIANCHIN JR.  
Recording Secretary

GARY L. MCGARRITY  
Treasurer

# International Union of Operating Engineers

## LOCAL UNION NO. 95-95A

WILLIAM T. CAGNEY  
Business Manager and  
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AFFILIATED WITH STATE COUNCIL OF OPERATING ENGINEERS  
MEMBER OF THE PENNSYLVANIA AFL-CIO

THOMAS J. MOORE  
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FAX (412) 422-4721

116 DOBSON AVENUE  
WARREN, PA 16365  
(814) 726-7934  
FAX (814) 726-9512

### EXHIBIT I

### MEMORANDUM OF UNDERSTANDING

#### Regarding Use of Unscheduled Personal and Unscheduled Vacation Time

An employee may choose to use either unscheduled personal and/or unscheduled vacation time whenever there is an emergency situation that can be verified by a third party issued receipt or document. This documented time off will be the same as hours worked and/or scheduled vacation and/or scheduled personal time off according to the Union Agreement and refers to all articles within the Agreement date October 1, 2008 through September 30, 2013. Overtime pay will be paid in accordance with Section 8.5 and excuses other than for a medical emergency or funeral leave will not be considered for the purpose of calculating overtime. The documented excuse must be turned in before noon on the following Monday for the pay period ~~ending Friday at midnight.~~ ~~Examples of acceptable third party documents include, but are not~~ limited to, doctor's excuse, funeral slip from undertaker, emergency room paperwork, newspaper article, hot water tank receipt, automotive repair receipt, etc. Unpaid and unscheduled time off without the appropriate receipt or documentation will fall under Article 29, Absentee Policy, in the above-mentioned Agreement.

Carl A. Luisi 11-26-08  
Carl A. Luisi Date

Carter Tackett 1-12-09  
Carter Tackett Date

Ralph Crivello 11-26-08  
Ralph Crivello Date

William Yunn 1-14-09  
William Yunn Date

THOMAS J. MOORE  
President

JOHN H. WAGNER  
Vice President

JOSEPH J. BIANCHIN JR.  
Recording Secretary

GARY L. McGARRIT  
Treasurer

# International Union of Operating Engineers

## LOCAL UNION NO. 95-95A

WILLIAM T. CAGNEY  
Business Manager and  
Financial Secretary

AFFILIATED WITH STATE COUNCIL OF OPERATING ENGINEERS  
MEMBER OF THE PENNSYLVANIA AFL-CIO

THOMAS J. MOORE  
Assistant Business  
Manager

300 SALINE STREET  
PITTSBURGH, PA 15207  
(412) 422-4702  
FAX (412) 422-4721

116 DOBSON AVENUE  
WARREN, PA 16365  
(814) 726-7334  
FAX (814) 726-9612

### EXHIBIT J

#### AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS

I hereby authorize and direct my Employer to deduct from my pay the sum of \$5.00 from earnings payable the first (1st) pay of each month as a contribution to the International Union of Operating Engineers, Local 95, AFL-CIO, Political Action Fund. I further authorize and direct the Employer to send to the Local 95 Political Action Fund, on or before the fifteenth (15th) day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to Local 95 Political Action Fund and mailed to 300 Saline Street, Pittsburgh, PA 15207.

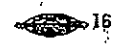
This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the Local 95 PAC engages in fundraising and uses the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for offices and addressing political issues of public importance.

This authorization shall remain in full force and effect until revoked in writing by me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date



**EXHIBIT K**

**REASONABLE SUSPICION  
DETERMINATION CHECKLIST  
(CONFIDENTIAL)**

REASONABLE SUSPICION DETERMINATION CHECKLIST MUST BE COMPLETED BY BOTH AN OBSERVING SUPERVISOR OR MANAGER AND AN OBSERVING UNION STEWARD, OR THE UNION'S DESIGNATED REPRESENTATIVE. THIS DOCUMENT CAN ONLY BE USED FOR THE SOLE AND EXCLUSIVE PURPOSE OF AUTHORIZING A DRUG AND ALCOHOL TEST OF A BARGAINING UNIT EMPLOYEE.

Employee's Name: \_\_\_\_\_  
Please Print: Last First MI

Department: \_\_\_\_\_

Observing Supervisor's Name: \_\_\_\_\_  
Please Print: Last First MI

Date/Time of Incident: \_\_\_\_\_

Second Observer's Name: \_\_\_\_\_  
Please Print: Last First MI

This check list is to be completed whenever there is reasonable suspicion that an employee is under the influence of alcohol and/or prohibited drugs. The employee's supervisor and union steward shall note all pertinent behavior and physical signs or symptoms that lead the supervisor or manager to reasonably believe that the employee has recently used or is under the influence of alcohol and/or a prohibited drug substance. The observing supervisor or manager and union steward shall mark each applicable item on this form and describe any additional facts or circumstances.

**REASONABLE SUSPICION OBSERVATIONS**

**NATURE OF THE INCIDENT/CAUSE FOR SUSPICION**

- 1. Observed/reported possession or use of a controlled substance
- 2. Observed/reported possession or consumption of alcohol while on the job
- 3. Observed abnormal or erratic behavior; employee appears disoriented
- 4. Missing resident medication
- 5. Extreme emotional unsteadiness or instability
- 6. Other\* (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of a supervisor's or manager's instruction, unauthorized absence on the job)

\*Specify other behavior:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. UNUSUAL BEHAVIOR**

- 1. Verbal abusiveness
- 2. Physical abusiveness
- 3. Extreme aggressiveness or agitation
- 4. Withdrawal, mood changes, or unresponsiveness
- 5. Inappropriate verbal response to questioning or instruction
- 6. Other erratic or inappropriate behavior\* (e.g., hallucinations, disorientation, excessive euphoria, confusion)

\*Specify other unusual behavior:

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**C. PHYSICAL SIGNS OR SYMPTOMS**

- 1. Possessing, dispensing, or using a controlled substance
- 2. Slurred or incoherent speech
- 3. Unsteady gait or other loss of physical control: poor coordination
- 4. Dilated or constricted pupils or unusual eye movement
- 5. Bloodshot or watery eyes
- 6. Extreme fatigue or sleeping on the job
- 7. Excessive sweating or clamminess to the skin
- 8. Flushed or very pale face
- 9. Highly excited or nervous
- 10. Nausea or vomiting
- 11. Odor of alcohol
- 12. Odor of marijuana
- 13. Dry mouth (frequent swallowing/lip wetting)
- 14. Dizziness or fainting
- 15. Shaking hands or body tremors/twitching
- 16. Irregular or difficult breathing
- 17. Runny nose and/or sores around nostrils
- 18. Inappropriate wearing of sunglasses
- 19. Puncture marks or "tracks"
- 20. Other\*

\*Specify other physical signs or symptoms:

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**D. ATTENDANCE**

- 1. Frequent unreported absences or use of unscheduled time-off
- 2. Leaving work area more than necessary or unexplained disappearance from job site
- 3. Unusually high incidence of colds, flu, upset stomachs or headaches
- 4. High rate of absenteeism or lateness on Mondays and Fridays or the days before and after holidays

\*Specify other problematic concerns with attendance:

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**E. WORK PATTERNS**

- 1. Inconsistency in quality of work or productivity or overwhelmed by normal workload
- 2. Increased difficulty in handling complex situations or increased errors in judgment
- 3. Concentration lapses or illogical behavior
- 4. Increase in the number of mistakes or difficulty in remembering own mistakes

\*Specify other problematic concerns with work patterns:

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**F. WRITTEN SUMMARY**

Summarize the facts and circumstances of the employee's behavior pertinent information not previously noted on this form. Attach additional sheets as needed.

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Title	Statement	Yes	No
Observing Supervisor	Based upon my observations as noted on this checklist, I recommend that an alcohol/drug test be administered in accordance with Eagle Drug and Alcohol Testing Policy.	<input type="checkbox"/>	<input type="checkbox"/>
Second Observer	Based upon my observations as noted on this checklist, I recommend that an alcohol/drug test be administered in accordance with Eagle Drug and Alcohol Testing Policy.	<input type="checkbox"/>	<input type="checkbox"/>

Signature of Observing Supervisor or Manager: \_\_\_\_\_

Date: \_\_\_\_\_  
(MM/DD/YYYY)

Signature of Second Observer: \_\_\_\_\_

Date: \_\_\_\_\_  
(MM/DD/YYYY)



REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski                      Division of  
Director                                  Wage Determinations

Wage Determination No.: CBA-2012-5464  
Revision No.: 0  
Date Of Last Revision: 11/1/2012

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State: Pennsylvania

Area: Allegheny

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Employed on United States, Department of Energy, National Energy Technology Laboratory contract for Site Operations Support (SOS) Services.

Collective Bargaining Agreement between contractor: Eagle Facility Management Services (EFMS), and union: International Union of Operating Engineers Local 95, effective 7/1/2007 through 6/30/2012.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**AGREEMENT BETWEEN**



**EAGLE FACILITY MANAGEMENT SERVICES**

**PARTY TO GOVERNMENT CONTRACT**

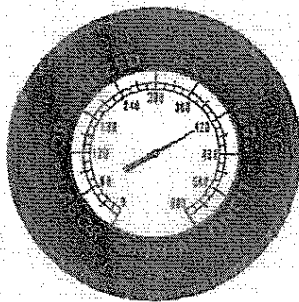
**DE-AC26-05NT41818**

**NATIONAL ENERGY TECHNOLOGY LABORATORY - PITTSBURGH**

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 95, AFL-CIO**



**EFFECTIVE JULY 1, 2007 through June 30, 2012**

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## PREAMBLE

THIS AGREEMENT is made effective July 1, 2007 by and between Eagle Facility Management Services, (EFMS) and its joint venture partners, EG&G Technical Services, Inc. and Goldbelt Eagle, LLC, a Party to Government Contract # DE-AC26-05NT41818 located at the National Energy Technology Laboratory - Pittsburgh, ("NETL"), Bruceton, Pennsylvania, (hereinafter referred to as either the "Company" or "EFMS") and Local Union 95 of the International Union of Operating Engineers, located at 300 Saline Street, Pittsburgh, Pennsylvania, 15207, (hereinafter referred to as the "Union").

**WITNESSETH:** WHEREAS, the Company and the Union have bargained collectively, in good faith, with respect to wages, hours and other conditions of employment for employees in a Bargaining Unit hereinafter more clearly defined, and have reached agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

## ARTICLE 1 - PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

**SECTION 1.1** - The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business.

**SECTION 1.2** - Except as specified in this Agreement, the Union and the employees it represents are not waiving rights which exist under the National Labor Relations Act to bargain over employees' wages, hours and working conditions. Nor do the Union and the employees it represents waive any right to challenge any governmental action, which would dictate a change in a term and condition of employment provided for under this Agreement.

**SECTION 1.3** - The Company and the Union mutually agree not to discriminate in any way against any employee with respect to hiring, compensation and terms or conditions of employment because of religion, race, creed, sex, national origin, age, union membership and to comply with all applicable laws relating to the handicapped and Vietnam-era Veterans.

## ARTICLE 2 - RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's employees regularly assigned to the following bargaining unit, all full time and regular part-time stationary engineers and maintenance employees, including HVAC mechanics, operator mechanics, electricians, electronic technicians, pipefitter/plumbers, welders, machinery mechanics and truck drivers, lead operator mechanics, unit clerk and unit secretary employed by the Company in the operation, maintenance, repair and

renovation of all equipment under the direct supervision of the Company at NETL, Bruceston, Pennsylvania. All other employees are excluded unless otherwise assigned to job classifications by mutual agreement of the Union and the Company.

Except as otherwise provided in this Agreement, the Company's personnel outside the collective bargaining unit can perform bargaining unit work only in emergency situations when no bargaining unit members are available in sufficient numbers or would not be reasonably expected to arrive in sufficient time to abate the emergency.

### **ARTICLE 3 - UNION REPRESENTATION**

**SECTION 3.1 - UNION BUSINESS REPRESENTATIVE** The Business Representative of the Union shall have access to the shops and office of the Company at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to providing there is no interruption of the Company's business and providing further that;

- a) the Business Representative notifies the Program Manager in advance of any visit and,
- b) prior to entering any facilities under the control of the Company, the visiting Union Representative reports to the Program Manager's office.

**SECTION 3.2 - SHOP STEWARDS** The Company recognizes the right of the Union to designate one (1) Steward and one (1) alternate.

- a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - 1) The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
  - 2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

**SECTION 3.3 - SCOPE OF STEWARDS' UNION ACTIVITIES** The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- b) The Union Steward and/or the assistant Union Steward shall be permitted reasonable time off during their scheduled shift without loss of compensation to investigate and/or attend Grievance/Arbitration and Negotiation meetings between the Company and Local 95.
- c) The Company and the Union are in agreement that a minimum amount of time should be spent in the performance of these duties.
- d) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.

- e) Notwithstanding the duties specified above, the Steward shall have the same responsibilities to the Company as any other Employee. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other employees.

**SECTION 3.4 – STEWARD SENIORITY AND RESPONSIBILITIES**

- a) The Steward shall have super seniority in his/her respective occupational classification for purposes of lay-off and recall only, if there is work and the Steward is qualified to perform the work. This provision shall not be construed as a guarantee of employment. An alternate Steward does not have super seniority. An alternate Steward will only be recognized as Steward when acting in behalf of a Steward who is absent from work. The alternate Steward will be permitted to follow up a grievance that was initiated during the absence of the Steward, but will be subject to the same obligations and limitations as the Steward.
- b) The Steward shall be on the job at all times during working hours as far as is practical. The Steward shall not hinder or delay the performance of his/her work or other employee's work.
- c) The Steward must first obtain permission from his/her immediate supervisor before leaving his/her workstation to investigate a grievance during working hours. Upon completion of such investigation, he/she shall immediately report back to his/her supervisor before returning to work. Permission will not be unreasonably withheld.
- d) The Steward shall not solicit grievances.
- e) The Company will not afford the Steward preferential treatment, except as otherwise provided in this Agreement.

**SECTION 3.5 - UNION SHOP** All employees of the Company covered by this Agreement, who pay dues to the Union and are in good standing on the effective or execution date of this Agreement, whichever is later, shall continue to pay dues to the Union and shall remain in good standing. Those who are not paying dues to the Union on the effective or execution date of this Agreement, shall commence paying dues and remain in good standing in the Union as of the effective date of this Agreement. All employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall, on the ninetieth (90th) day following the beginning of such employment, commence paying dues to the Union and remain in good standing in the Union. Probationary Employees and Temporary Employees are required to pay a permit fee each month as designated by the Union.

**SECTION 3.6 - CHECK-OFF** Upon receipt of an employee's written authorization, attached as Exhibit "A" which shall be irrevocable for the life of the Agreement, the Company shall on one (1) pay day of each month deduct from such employee's wages, monthly Union dues, permit fees and application fees and remit those funds to the business office of the Union monthly

**SECTION 3.7 - HOLD HARMLESS** The Union agrees to indemnify the Company and hold it harmless against any liability incurred as a result of the Company's complying with **Section 3.6** of this Agreement.

**SECTION 3.8 – DUES NOTIFICATION** The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least three (3) months prior to any change in the amount to be withheld.

**SECTION 3.9 - DUES DEDUCTIONS** The Employer agrees to deduct initiation fees and monthly union dues from the first (1st) pay of each month of employees from who written authorizations are received, and to send such initiation fees and dues to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of said month, together with a list of employees from whose pay said deductions were made.

**SECTION 3.10 – EMPLOYEE DATA** The Employer shall furnish to the Union quarterly, the name, address, telephone number, rate of pay, and job classification of all employees covered by this agreement who have been hired or terminated during the preceding quarter

#### **ARTICLE 4 - GENERAL WAGE PROVISIONS**

**SECTION 4.1 - WAGE RATES:** The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "B"

**SECTION 4.2 - SHIFT DIFFERENTIALS** Effective July 1, 2007, the Company shall pay a shift differential of \$1.30 per hour for all hours worked on a regularly scheduled shift commencing after 3:00 P.M. Effective July 1, 2009, shift differential will increase to \$1.35 per hour and effective July 1, 2011, shift differential will increase to \$1.40 per hour.

**SECTION 4.3 - OUT OF CLASSIFICATION WORK** When a qualified employee is assigned to and works independently for a period of one (1) hour or more in a higher (but not lower) classification, the employee will receive the rate of the higher classification for the period during which the employee works in the higher classification

**SECTION 4.4 - TEMPORARY ASSIGNMENT** If a temporary vacancy is anticipated to exist for more than thirty (30) calendar days, the Company may select an employee to fill that vacancy for no more than one hundred eighty (180) calendar days. Employees shall indicate his/her interest in such temporary vacancies and, if qualified, be selected to fill it based on seniority.

**SECTION 4.5 - SCHEDULE CHANGES** An employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

**SECTION 4.6 - WAGE RATES FOR REVISED OCCUPATIONAL CLASSIFICATIONS** In the event the Company desires to revise occupational classifications, the wage rates applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wages rates applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the revised occupational classification and the Company proposed wage rate applicable thereto and shall place such occupational classification and such wage rate into effect. Negotiated rates finally established which are higher than the Company's proposed rates will be paid retroactive to the date of the revised occupational classification.

**SECTION 4.7 - TUITION REFUND** Tuition refund will be provided in accordance with corporate policy; said policy may be modified.

**SECTION 4.8 - REIMBURSEMENT FOR TRAINING** The Company agrees to provide

reimbursement of tuition for employees attending and successfully completing courses offered by the Union (Local 95) training program or other providers as long as a prior written request is submitted for approval by the Company. Such courses will include RCRA, DOT, OSHA (Hazardous Waste), and OSHA (Hazardous Materials)

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**SECTION 5.1 - DEFINITION** The word grievance as used in this Agreement means a complaint filed by an employee and/or the Union against the Company alleging failure of the Company to comply with any express provision of this Agreement not excluded from this Grievance Procedure.

**SECTION 5.2 - INITIATION OF GRIEVANCE** A grievance, to be recognized, must be brought to the Company's attention within five (5) working days of its occurrence. The Company has no obligation to accept a grievance unless it is submitted and appealed within the time limits set forth in this Article 5 of the Agreement

**SECTION 5.3 - GOOD FAITH EFFORTS** If a grievance should arise between any employee or group of employees or the Union and the Company, a good faith effort shall be made to promptly settle such grievance.

**SECTION 5.4 - FAILURE TO RESPOND** If the Company fails to answer within the time limits set forth in this Article 5 of the Agreement, the grievance shall automatically proceed to the next step.

**SECTION 5.5 - PROCEDURE** Grievance shall be handled in the following sequence and manner:

- 1) As Step 1, the Employee or Employees shall take the matter up with the designated Supervisor within five (5) working days of knowledge of infraction and the grievant may request that their Union Steward be present. The Supervisor shall have five (5) working days to respond to the issue. If the matter is not satisfactorily adjusted within said five (5) day period, the grievance may be processed at Step 2.
- 2) As Step 2, the grievance shall, within five (5) working days thereafter, be reduced to writing, on standard grievance form attached as Exhibit "C", specifying, where possible, the Article and Paragraph of the Agreement claimed to have been violated. The employee or employees involved shall take the matter up with the Manager. If the matter is not satisfactorily adjusted within three (3) work days after having taken the matter up with the Manager at Step 2, the grievance may be processed at Step 3.
- 3) As Step 3, the grievance shall be taken up on with the Program Manager and/or his/her representative and the Union's Business Representative. If the matter is not satisfactorily adjusted within five (5) working days, it shall be subjected to arbitration in accordance with provisions hereinafter set forth

**SECTION 5.6 - DISCIPLINE AND DISCHARGE** The Company reserves the right to discipline, or discharge employees in accordance with Company Policy and procedures. Should the Union dispute the Company's action as not being for just cause, then such dispute may be processed as a grievance starting at Step 3 of the Grievance Procedure, provided the grievance is reduced to writing within five (5) days of the effective date of the disciplinary action in question.

In cases of discharge, the Company shall notify the Union of the discharge and its reason for such action in writing within one (1) working day, or as soon thereafter as practicable, by Certified Mail.



An employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company in writing by the Union within five (5) working days from the date of discharge. Discussions between the Company and the Union Business Representative concerning the discharge shall be considered Step 3 and subject to the provisions relating to Step 3 of the Grievance Procedure.

**SECTION 5.7 - TIME LIMITS** The time limits specified in this Article shall be of the essence, and failure by the Union to take actions as required within the time specified herein shall result in the Grievance being dropped and not being subject to arbitration. The time limits may be waived only by written mutual agreement. Working days used throughout this grievance procedure shall be exclusive of Saturday, Sunday or Holidays. It is understood that this definition of working days is unique to the grievance procedure.

**SECTION 5.8 - ARBITRATION** If within five (5) working days from and after the day that the Company's answer to Step 3 was given to the Union, the grievance is not satisfactorily resolved, the Company or the Union shall have the right to appeal the Grievance to arbitration. The arbitrator shall be selected from a panel of seven (7) submitted to the parties from the Federal Mediation and Conciliation Service. Both parties agree that a request for arbitration must be submitted to the non grieving party within five (5) working days from the receipt of the Company's answer to Step 3 or the right to arbitrate that grievance is forfeited.

**SECTION 5.9 - COST OF ARBITRATION** The expense and fees of the Arbitrator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representatives and witnesses.

**SECTION 5.10 - ARBITRATOR'S AUTHORITY** The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his/her discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements. It is agreed that any differences arising as the result of the negotiation of the terms of a new Agreement or the modification of the Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration.

## **ARTICLE 6 - DISCIPLINARY PROGRAM AND DISCHARGE**

**SECTION 6.1 - DISCIPLINARY PROGRAM** No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

**First Offense** - Verbal warning, with a record on file with Supervisor/Manager and Local

Steward

**Second Offense** - Written warning with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

**Third Offense** - Two working days off without pay, with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

**Fourth Offense** - Discharge.

In case of serious offenses, such as those affecting customer relations or safety that could result in injury or death to the employee, fellow workers, or the public, the Company shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following:

- a. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
- b. Bringing firearms or other weapons (e.g. explosives, knives beyond legal length, etc.) on the job.
- c. Intentional theft of Government, Company or Employee property.
- d. Intentional destruction of Government, Company or Employee property.
- e. Intentional fraudulent activity.
- f. Intentional falsification of Government or Company documents

Disciplinary actions will not be used in progressive discipline following one year from the date of issuance unless otherwise designated by the Company.

**SECTION 6.2 – ATTENDANCE CONTROL** Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits the Company's ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of his/her manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- a. Unexcused absence or tardy / first occurrence / Verbal warning.
- b. Unexcused absence or tardy / second occurrence / Written warning.
- c. Unexcused absence or tardy / third occurrence / 3 day suspension.
- d. Unexcused absence or tardy / fourth occurrence / Termination.

Disciplinary actions will not be used in progressive discipline following one year from the date of issuance unless otherwise designated by the Company.

**SECTION 6.3 - DISCHARGE/ARBITRATION** In cases of discharge, the Company shall notify the Local Union Business Manager and/or Union steward of the discharge and the reason for such action in writing within two (2) working days. An Employee who claims he/she has been

discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3 all discharges will be referred to immediate Arbitration.

## **ARTICLE 7 - HOURS AND OVERTIME**

**SECTION 7.1 - NOTICE OF SHIFT CHANGE** Except in cases of emergency or when directed by the client, the Company will give at least four (4) calendar days notice of any shift change.

**SECTION 7.2 - ASSIGNMENT OF OVERTIME** The Company retains the right to assign the least senior qualified person in a classification that requires shift work or overtime for which no senior person in that classification has volunteered.

**SECTION 7.3 - DISTRIBUTION OF OVERTIME** Overtime shall be distributed equitably among all employees of a classification on a rotating descending seniority basis, except that employees performing the work during their regular eight (8) hour shift shall be offered first.

- a) Refusal to work overtime shall be counted as time worked for the sole purpose of equitable distribution.
- b) Special projects out of classification shall be rotated among qualified employees by Bargaining Unit seniority.
- c) Should the Company and the Union determine that an employee was improperly denied overtime opportunities, the Company shall provide the employee with future available scheduled overtime, provided the employee is qualified for the job to be done and it does not disrupt the efficient operation of the department.
- d) A written record of overtime worked by employees in each Department will be maintained by the employee's Manager. The overtime record will indicate the employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

**SECTION 7.4 - WORKWEEK** The workweek shall consist of seven (7) days beginning immediately after midnight on Friday and ending at 12:00 midnight the following Friday.

**SECTION 7.5 - REGULAR WORKWEEK** The regular workweek shall consist of five (5) consecutive shifts within one (1) standard payroll week normally Monday through Friday.

**SECTION 7.6 - WORKDAY** A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

**SECTION 7.7 - REGULAR SHIFT** A "regular shift" shall be scheduled in advance, and shall consist of a specific number of consecutive hours during a "regular work day" exclusive of a one-half hour (1/2) unpaid meal period.

### **SECTION 7.8 - OVERTIME WORK**

- a) The Company shall determine when and by whom overtime will be worked.

Overtime will be allocated as equally as possible among employees. Overtime worked shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek. Employees may request an altered workday/workweek for their convenience. Altered schedules are subject to the approval of management.

- b) Holidays and vacation shall be included as time worked for the purpose of calculating overtime. Personal or sick leave shall be excluded as time for purposes of calculating overtime.

**SECTION 7.9 - 4/10 HOUR WORKWEEK** In response to customer requirement, the Truck Driver will be assigned to a 4/10 hour workweek. When a holiday occurs on a workday, the Truck Driver will receive 10 hours of holiday pay. During the last pay period of the calendar year, his/her holiday pay records will be reviewed and he/she will receive additional holiday pay to make the total holidays paid to them in that calendar year equal to eighty (80) hours. Once an employee is paid eighty (80) hours of holiday pay in a calendar year, the employee's holiday pay for the year shall cease.

**SECTION 7.10 -- PYRAMIDING** In no case shall overtime be paid more than once for the same hours worked.

**SECTION 7.11 - CALL OUT PAY** Any employee called back to work after having completed his/her regular shift and gone home shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the prescribed hourly rate. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having punched out and physically departed the Employer's premises. An employee called out may be required to work the four (4) hours if requested by his/her supervisor. An employee whose call-in time extends into their regular shifts shall receive the appropriate premium rate for those hours which extend into the regular shift.

**SECTION 7.12 -- SITE CLOSURE** When the Government shuts down the operation, employees will be notified and released in accordance with Company policy dated February 13, 2007. Employees who are specifically required to continue to work or who are called in to work by the Company will be compensated at one and one-half (1-1/2) times their normal straight time rate for all hours worked.

**SECTION 7.13 -- INCLEMENT WEATHER** When the Government shuts down the operation during inclement weather employees will be notified and released in accordance with Company policy dated February 13, 2007. Employees who are specifically required to work by the Company will be compensated at one and one-half (1-1/2) times their normal straight time rate for all hours worked in accordance with Company policy dated February 13, 2007.

## **ARTICLE 8 - HEALTH INSURANCE & WELFARE**

**SECTION 8.1 - BENEFITS PROVIDED** The employer agrees to make contributions as listed below, for all employees and their eligible dependents, covered herein, to the Pittsburgh Building Owners Welfare Fund. This plan provides for UPMC Classes E1 (single), E3 (2 person), or E5 (family) plans consisting of \$50,000 life insurance, \$50,000 accidental death and dismemberment, and sixty percent (60%) benefits of their weekly pay for sickness and accident insurance up to

twenty-six (26) weeks for non-occupational disabilities, beginning with the first (1<sup>st</sup>) day due to a disability caused by an accident and the eighth (8<sup>th</sup>) for disability due to an illness. The plan further provides for UPMC HMO plan, prescription drug and vision program and United Concordia Flex Dental Plan. The specifics of this insurance are contained in Local 95's summary plan descriptions. Copies of which have been given to the employer and employees. The plan also provides for an Employee Assistance Plan (EAP).

**SECTION 8.2 – ELIGIBILITY** Regular full-time Employees shall become eligible for the Pittsburgh Building Owners Welfare fund on the first (1<sup>st</sup>) day of the month following employment with the Company.

**SECTION 8.3 - BENEFITS OPTIONS** The employer will pay 85% of the Health premiums with the employee paying 15% of the elected premium. The Company will forward contributions to the Health and Welfare Funds for Individual, Two Party, and Family coverage.

Class E – consisting of

UPMC EPO	000367-800
United Concordia Flex Dental	142054-002
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	60% of weekly pay for 26 weeks
Employee Assistance Program (EAP)	

**SECTION 8.4 - WAIVER OF PARTICIPATION** Bargaining unit employees who elect to waive participation in the health insurance plan will be eligible for Company provided Class O - Life Insurance (\$50,000), Accidental Death and Dismemberment (\$50,000) and Accident and Sickness (\$500/wk for 26 wks) benefits only. Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Individual - \$500.00 2-Party and Family - \$1000.00

**SECTION 8.5 - EMPLOYEE CO-PAY AMOUNT** In addition to medical as stated in 8.3 above, bargaining unit employees shall pay fifteen (15%) percent of the cost of Dental, Vision, Life/AD&D, A&S and operating fee premiums monthly.

## **ARTICLE 9 - SENIORITY**

### **SECTION 9.1 - SENIORITY**

- a) Site seniority is defined as a Bargaining Unit employee's continuous service at the site with a predecessor contractor or EFMS.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or a prior Labor Agreement as a member in good standing with the International Union of Operating Engineers.
- c) The Company shall supply the Union with a job classification and site seniority list of the employees covered by this Agreement. Such list(s) shall be revised annually.

**SECTION 9.2 - LAYOFF** The Company will determine the time of layoffs, the number of employees to be laid off, and in what job classifications layoffs will occur

- a) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by job classification seniority within the job classification affected.
- b) The employee with the least job classification seniority shall be the first to be laid off and recall shall be in reverse order. An employee subject to layoff out of a job classification may use their bargaining unit seniority to bump a less-senior bargaining unit employee who holds a classification for which they are qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tie-breaker.
  - 1) The employee may exercise his/her bumping rights within any job classification in which an employee had previously established classification seniority and is still qualified.
  - 2) An employee who is laid off may elect to displace an employee with less site seniority in a different job classification if he/she is qualified to do so.
  - 3) In the case of a layoff, probationary employees shall be laid off first and apprentices second
  - 4) If at the time of layoff, any eligible employee declines to exercise their seniority right, such employee shall retain seniority rights to be recalled. Such employee must notify the Company of an intention to exercise seniority rights within two (2) working days of the layoff notice. An employee so displaced may similarly exercise seniority rights to displace another employee in accordance with the same criteria.

**SECTION 9.3 - SEVERANCE PAY** A regular full-time employee with at least one year of continuous service whose employment is terminated due to a reduction in force shall be paid four (4) week's of severance pay.

**SECTION 9.4 - TERMINATION OF SENIORITY** An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, retirement, or resignation;
- b) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- c) Time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company; provided the employee substantiates his/her availability every three (3) months;
- d) Failure to return to work upon expiration of a leave of absence;
- e) Absence in excess of two (2) years due to physical disability; provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service,

provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the employee must present appropriate documentation verifying his/her availability date and medical release.

#### **SECTION 9.5 - RECALL**

- a) **Order of Recall** If the Company determines to fill job vacancies in a job classification from which employees are laid off, such employees who are eligible for recall, shall be recalled in reverse order of layoff.
- b) **Notice to Recall.** The Company will forward a notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

**SECTION 9.6 - JOB POSTING** When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any employee may submit a bid for the job by utilizing the Company's Electronic Applicant System (as noted on the posting), or to the Human Resources Department in writing, during the posting period by placing the bid in the receptacle provided. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

**SECTION 9.7 - SELECTION** From among employees who submit bids for the job, the Company will award the job to the most qualified employee; provided that if two (2) or more bidders are equally qualified, the Company will award the job to the employee with the greater site seniority. Once internal sources are utilized, the Company will utilize the Union Hall as one source for qualified candidates. Should the Company determine that candidates referred by the Union are not qualified, they may fill the job from any source.

**SECTION 9.8 - RESTRICTION ON BIDDING** An employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the employee's designated job classification was the same as or higher than the posted job, the employee may not bid for another job for a period of eighteen (18) months after being awarded the job.

**SECTION 9.9 - DISQUALIFICATION OF A BIDDER** An employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

**SECTION 9.10 - PROBATIONARY PERIOD** A probationary period of ninety (90) days will be observed for each new employee during which time the Company will make specific and periodic evaluations of the employee's qualifications, skills and abilities. During this probationary period, an employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an employee shall be entitled to seniority rights as

measured from an employee's employment date. During the probationary period an employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

**SECTION 9.11 – QUALIFICATIONS** It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all employees.

**SECTION 9.12 – SENIORITY** If application of the preceding Section results in two (2) or more employees having the same seniority, the employee whose last four (4) digits in his/her social security number is the largest shall be deemed more senior. (E G. 4321 is larger than 1234). Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority. Seniority shall be applicable only as expressly provided in this Agreement.

### **ARTICLE 10 - HOLIDAYS**

**SECTION 10.1 - HOLIDAYS CELEBRATED** The following days shall be paid holidays for the purpose of this Agreement. Any additional holidays recognized by declaration of state or federal officials and approved by the Contracting Officer, shall be handled under section 7.12, Site Closure

- |   |                        |    |              |
|---|------------------------|----|--------------|
| 1 | New Year's Day         | 6  | Labor Day    |
| 2 | President's Day        | 7  | Columbus     |
| 3 | Martin Luther King Day | 8  | Veterans     |
| 4 | Memorial Day           | 9  | Thanksgiving |
| 5 | Independence Day       | 10 | Christmas    |

**SECTION 10.2 - ELIGIBLE EMPLOYEES** To be eligible for Holiday pay, an employee must have completed his/her probationary period, be on the active payroll of the Company, be a regular, full-time employee and be in a compensable state with EG&G the day before and the day after the Holiday. Employees on workers' compensation, accident and sickness, or LWOP are not considered to be in a compensable state.

**SECTION 10.3 - NO WORK ON THE HOLIDAYS** An eligible employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

**SECTION 10.4 - WORK ON THE HOLIDAY** An eligible employee who is required to work on the day observed as a Holiday shall receive one and a half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay. An employee who is required to work on the day observed as a Holiday and who does not report for work shall not be paid for the Holiday under this Article unless the Company ascertains there is a valid reason for his/her absence.

**SECTION 10.5 - HOLIDAY DURING A VACATION PERIOD** If a Holiday occurs during the scheduled vacation of an eligible employee, the employee will not be charged a vacation day for the Holiday and the observed Holiday shall be paid as Holiday pay.



## ARTICLE 11 - VACATION

**SECTION 11.1 - VACATION ACCRUAL** All full-time regular Employees in active payroll status (i.e. not on LWOP) during the month shall accrue vacation leave based on the schedules in Section 11.4. Employees will accrue vacation leave based on years of full-time service. Employees on A&S or Workers Compensation will accrue vacation leave for up to twenty-six (26) weeks of their disability.

**SECTION 11.2 - VACATION CARRYOVER** Employees may carry over a maximum number of hours of vacation leave from one calendar year to the next. All vacation leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused vacation leave at the time of termination will be paid to the Employee in the final paycheck following termination.

**SECTION 11.3 - ACCRUAL INCREASE** Employees will begin to accrue leave at the higher rate in the pay period in which their seniority or anniversary date occurs.

**SECTION 11.4 - ACCRUAL RATES** The amount of vacation to which an employee is entitled during any year shall be determined by the number of years of continuous service completed by the employee at the site with a predecessor contractor (i.e. a contractor which performed essentially the same service as EG&G under a preceding contract) or with EG&G in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Days/year</u>	<u>Hours/Month</u>	<u>Carryover</u>
Less than 4	10 days	6.66 hrs	144 hrs
4 to 13	15 days	10 hrs	192 hrs
14 to 23	20 days	13.33 hrs	240 hrs
24 or more	25 days	16.66 hrs	288 hrs

All absences, unless approved beyond the allotted vacation hours, shall be leave without pay and considered excessive absence as addressed in Company procedures.

**SECTION 11.5 - REQUEST FOR LEAVE** Employees desiring to take vacation leave must submit the request to his/her manager by the end of the shift the day before leave is desired. Leave will be granted on a first come, first served basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the request approval will be determined by seniority. In cases of emergency or illness, same day requests for vacation leave must be made to the Employee's manager for approval prior to the Employee's scheduled start time.

**SECTION 11.6 - VACATION PAYOUT** Any unused earned vacation will be paid upon termination of employment regardless of the reason for termination.

**SECTION 11.7 - VACATION SCHEDULING** Earned vacation may be taken in one (1) hour increments or longer increments with prior approval from the supervisor. Generally, in order for the Company to meet its contractual obligations to the Government, no more than 10% of the employees within a section will be scheduled at the same time and vacation requests are subject to approval by the supervisor. Vacation requests will be honored on a first come, first served basis with job classification seniority being the tie breaker.

**SECTION 11.8 - VACATION PAYOUT IN CASE OF LAYOFF** Employees who are laid off will be paid unused vacation hours with their final paycheck.

## **ARTICLE 12 - LEAVES OF ABSENCE**

**SECTION 12.1 - BEREAVEMENT** Bereavement - When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, brother-in-law, sister-in-law, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral

**SECTION 12.2 - PERSONAL/SICK LEAVE** The Company will provide each employee, who has completed their probationary period, with five (5) sick / personal days per year (3.33/ month). Employees may accrue up to eighty (80) hours of sick / personal time. Personal and sick days allotted each employee, and the administration thereof, shall be in accordance with Company Policy at the NETL site.

**SECTION 12.3 - JURY DUTY AND COURT WITNESS ABSENCE** An employee with ninety (90) days or more of continuous service credit who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the employee would have received for the straight time hours they thereby lose from a normal work schedule computed at the employee's established hourly base rate. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

In order to be paid by the Company for such leave, the employee must submit to the Program Manager written proof of having served, and of the duration of such service

**SECTION 12.4 - MILITARY SERVICE** The parties agree to comply with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

**SECTION 12.5 - COMPLIANCE WITH FMLA AND ADA** The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, and the Americans with Disabilities Act.

## **ARTICLE 13 - MANAGEMENT RIGHTS**

**RETENTION OF MANAGEMENT PREROGATIVES** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Company to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Company. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing, to drop or add a product line, to sell, merge, consolidate or lease the business, or any part thereof, to establish, revise or continue policies, practices, or procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures; the right to determine, and from time to time redetermine, the number, location, relocation and types of its operations, and the methods,

processes and materials to be employed, to discontinue processes or operations or to discontinue their performance by employees of the Company; to determine the number of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to require physical examination and substance abuse screening of employees in accordance with the Company's Substance Abuse Policy; to determine the existence or the lack of work, to make and enforce reasonable rules for maintenance of discipline or efficiency; to suspend, discharge or otherwise discipline employees for cause; and to take such measures as Management of the Company may determine to be necessary for the orderly, efficient and profitable operations of the business.

#### **ARTICLE 14 - GENERAL PROVISIONS**

**SECTION 14.1 - REST BREAKS** Unless precluded by operational requirements, it is the intention of the Company to provide Bargaining Unit employees two (2) fifteen minute rest breaks during a normal eight (8) hour shift, one (1) in each half of the shift. Rest breaks will occur two (2) hours after the start of the shift and two (2) hours after the end of the lunch break, unless operational requirement necessitate a postponement of the break. Such rest breaks, for all employees, shall be included in the computation of time worked. Time spent traveling to or from a rest station shall be included in the fifteen (15) minute time period for rest breaks.

**SECTION 14.2 - UNIFORMS** The Company agrees to pay for a uniform service, providing at least five (5) uniform changes or coveralls and lab coats each week for all employees covered by this Agreement. It shall be a stipulation that work uniforms be worn during the employee's scheduled shift. EFMS will designate area and time for laundry exchanges. The Union agrees it shall be the employees' responsibility to replace lost or stolen uniforms.

**SECTION 14.3 - COPY OF AGREEMENT** The Company is to provide each member of the Bargaining Unit with one (1) bound copy of the Collective Bargaining Agreement.

**SECTION 14.4 - LICENSE REIMBURSEMENT** The Company will reimburse employees all licenses required to perform their job, including:

- |  |    |                          |
|--|----|--------------------------|
| 1. Stationary Engineers License            | 6  | C.F.C. Certification     |
| 2. Journeyman or Master Plumber License    | 7. | Wastewater Certification |
| 3. Journeyman or Master Electrical License | 8. | Backflow Prevention      |
| 4. Welding Certification                   | 9. | NIU.I.P.E.               |
| 5. Automotive ASE Certification            | 10 | CDL                      |

Costs associated with obtaining said licenses shall be paid in accordance with Article 4, Sec. 7.

**SECTION 14.5 - SHOE ALLOWANCE** The Company will reimburse employees or provide a voucher for appropriate safety shoes after presentation of an acceptable receipt to the Supervisor, up to one hundred dollars twenty-five (\$125.00) per year.

**SECTION 14.6 - CONTINUOUS PROCESS IMPROVEMENT (CPI)** The Company retains its prerogative to continue its Continuous Process Improvement (CPI) program as it sees fit. The Union and its membership agree to cooperate fully in this program, which may include attending classes, seminars, and meetings, and participating in any other activity or providing any input that the Company determines to be in the employees' and/or the Company's best interest.

### **ARTICLE 15 - SAVINGS CLAUSE/CHANGE IN LAWS**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiation and agreement regarding the provisions invalidated.

In the event that an agreement regarding the provisions invalidated cannot be reached, the contract, less provisions invalidated will continue in force without change until the expiration of the Agreement.

### **ARTICLE 16 - BULLETIN BOARDS**

The Company will provide appropriate space on Company bulletin boards for the posting of Union notices that have been properly approved for posting by the Company Personnel or Program Manager. Such approval shall not be unreasonably denied.

### **ARTICLE 17 - SAFETY**

**SECTION 17.1 - SAFE WORK PLACE** The Company will comply with all applicable health and safety laws and regulations and the Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts which could result in serious bodily harm. All employees must immediately report any work-related injury, no matter how slight, to his/her immediate supervisor.

**SECTION 17.2 - QUARTERLY SAFETY MEETINGS** The Company and the Union will cooperate in the investigation and elimination of hazardous conditions and the improvement of the safety record. The Company will hold quarterly Safety Meetings with representatives of the Union. The Company shall establish a Safety Committee. The Committee shall consist of the Company safety representative and the Union Steward, and may include up to four (4) bargaining unit employees and two (2) management representatives.

**SECTION 17.3 - FREQUENCY OF MEETINGS** The Company agrees to provide a minimum of four (4) safety meetings per year.

**SECTION 17.4 - ADHERANCE TO POLICY** The Company and the Union will follow the NETL Environmental Health and Safety Program.

### **ARTICLE 18 - NEW EQUIPMENT**

In the event the Employer introduces new equipment or devices which substitute for present equipment being operated or maintained by any employee within the Bargaining Unit, the Company agrees to train Bargaining Unit employees on such equipment to the fullest extent possible. The number selection of employees and manner to be trained will be determined by the Company.

**ARTICLE 19 - SUCCESSORSHIP**

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations

**ARTICLE 20 - APPRENTICESHIP**

**SECTION 20.1 - COMPANY'S DISCRETION** This Article is intended to provide a means for the job and classroom training to produce qualified and competent employees, and may be implemented at the Company's sole discretion.

**SECTION 20.2 - SUPERVISION OF APPRENTICE** The apprentice will be provided with on the job training under the supervision of a (journeyman) and at no time be required to work a shift without the Company's supervision.

**SECTION 20.3 - ANNUAL REVIEW** This Article shall be subject to review annually and may be modified if both parties agree, otherwise it shall remain in full force and effect for the duration of this Agreement.

**SECTION 20.4 - REQUIREMENTS** The apprentice shall be required to successfully complete one (1) of the following six (6) courses each six (6) months in order to progress on the wage scale.

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. Basic Electricity          | 4. Instrumentation and Controls |
| 2. Refrigeration I            | 5. Refrigeration II             |
| 3. Steam and Boiler Mechanics | 6. Energy Management            |

**SECTION 20.5 - APPRENTICE CLASSIFICATION & WAGE** The apprentice shall receive the following percentage of the classification into which they are hired. The apprenticeship is limited to Group 1,2,3, or 4 listed in Exhibit "B"

<u>MONTHS OF SERVICE</u>	<u>PERCENTAGE OF THE RATE</u>	<u>EDUCATION REQUIREMENT</u>
STARTING RATE:	65%	0
6 Months	70%	One Course
12 Months	75%	One Additional Course
18 Months	80%	One Additional Course
24 Months	85%	One Additional Course
30 Months	90%	One Additional Course
36 Months	95%	One Additional Course

**SECTION 20.6 - PERMANENT POSITION** The apprentice shall remain at the 95% rate until a permanent position is open.

**SECTION 20.7 - LICENSE** The apprentice must obtain a City of Pittsburgh Stationary Engineers License prior to a permanent assignment.

**SECTION 20.8 - MAXIMUM NUMBER** The maximum number of apprentices shall not exceed one (1) apprentice per seven (7) journeymen.

**SECTION 20.9 - PERFORMANCE** The apprentice shall be subject to review each six (6) months. If performance standards are not met as determined by the Company, the apprentice may be subject to discipline up to and including discharge

**ARTICLE 21 - EDUCATION TRUST FUND**

The Employer agrees to pay seven cents (\$.07) per hour to the International Union of Operating Engineers, Local 95 Training Fund ("Fund") for all hours paid for all employees covered by this Collective Bargaining Agreement. The Employer shall submit a report listing all hours worked for all eligible employees and submit such report, along with contributions by the 15<sup>th</sup> of the month following the month in which the employees worked. The Employer agrees to be bound by rules and procedures established from time to time by the Trustees of the Fund and by the Agreement and Declaration of Trust governing the Fund. Upon the failure of the Employer to make the required reports or payments to the Fund or its designated agent, the Union and/or the Board of Trustees of the Fund may, in their sole discretion, bring an appropriate action in court of competent jurisdiction to enforce the filing of such reports and the payment of all contributions due and to collect such interest, reasonable counsel fees, costs of suit and payroll audit expense to which the Fund is entitled under the Fund's rules and procedures or the provisions of law

**ARTICLE 22 - STEWARD TRAINING**

One (1) shop steward shall be entitled to a leave of one (1) day each calendar year from the Employer for Shop Steward's Training and Education. The Union must notify the Employer at least three (3) weeks in advance thereof. The Steward must, upon returning from the leave, present the Employer with written evidence from the Union that the Steward has used the leave for the purpose of which the leave was intended.

**ARTICLE 23 - CENTRAL PENSION FUND**

**SECTION 23.1 - PENSION CONTRIBUTION** The Company shall contribute \$3.45 for all hours paid for each eligible employee into the Central Pension Fund. Effective July 1, each year of this agreement employees have diverted monies from their wages to the pension fund. The employee and total contributions are reflected below.

<b>Effective Date</b>	<b>Company Contributions</b>	<b>Diverted from Employee wage</b>	<b>Total Pension Contribution</b>
July 1, 2007	\$ 3.45	\$ 0.24	\$ 3.69
July 1, 2008	\$ 3.45	\$ 0.16	\$ 3.85
July 1, 2009	\$ 3.45	\$ 0.19	\$ 4.04
July 1, 2010	\$ 3.45	\$ 0.21	\$ 4.25
July 1, 2011	\$ 3.45	\$ 0.14	\$ 4.39

Payments are to be forwarded to the International Union of Operating Engineers and Participating Employers, 4115 Chesapeake Street, N.W., Washington, D.C., 20016, to provide for the pension under the terms and conditions of that fund for employees covered hereunder.

**SECTION 23.2 - EMPLOYEE AWARD FEE SHARE** Bargaining unit members will receive the Employee Award Fee in accordance with Company Policy. The employer will contribute the

employee's share amount to the Central Pension Fund in accordance with Central Pension Fund guidelines. The Company will furnish the Union and the Pension Fund an itemized list of contributions.

**SECTION 23.3 – 401K SAVINGS PLAN** The Company will provide bargaining unit employees with a payroll withholding option for a 401K Savings Plan that will be deducted each pay period and promptly forwarded to the account administrator. There will be no Company match in this account and the Union agrees to hold the Employer harmless against any liability that incurred as a result of the Company's action, inaction, or omission with respect to this section of the Agreement.

**SECTION 23.4 - HOLD HARMLESS** The Union agrees to indemnify the Company and hold the Company harmless should the Company incur any liability beyond that provided in Article 23 of this Agreement by virtue of the Company's participation in the Central Pension Fund or 401K Savings Plan. The parties recognize that this provision shall not be construed to apply to the Company's obligation to contribute to the Central Pension Fund, nor any obligation to pay liquidated damages, interest charges or other remedies available to the Fund in the event the Company is delinquent in making payment of the contributions due per Article 23.

It is understood that Bargaining Unit members are excluded from the Company's 401K Plan

#### **ARTICLE 24 - NO STRIKE - NO LOCKOUTS**

During the term of this Agreement or any extension of this Agreement, the Company shall not lockout the employees covered by this Agreement; and no strike for any reason, whether or not contemplated by the parties at the time of this contract, shall be in any way, directly or indirectly caused, sanctioned, engaged in, instigated, lead, authorized, assisted, encouraged, ratified or condoned by the Union or of its members, its officers, agents, representatives, stewards or committeemen; nor shall they call, ratify, or engage in any strike, picketing, sympathy strike or protest of Union conduct or any other third party conduct or participate in informational picketing, area standards picketing or handbilling on or adjacent to the premises of the Company

There shall be no slowdown or any other interference with the production or stoppage of work, nor shall they publicize that the Company is unfair or that there is a dispute between the Company and any other labor organization; or prevent or attempt to prevent the access of persons to the Company's said premises, equipment or products for any reason whatsoever.

In the event of a breach of this no strike commitment, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, and that they may be disciplined up to and including discharge by the Company.

#### **ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES**

**SECTION 25.1 - BENEFITS PRORATA** Part-time/temporary employees will receive Cash in Lieu of benefits based on straight-time hours worked up to forty (40) hours per week.

**SECTION 25.2 - PAY IN LIEU OF BENEFITS** Health & Welfare Cash in Lieu Of, will be provided to part-time/temporary employees. The Cash in Lieu of amount will be the health and welfare amount specified in the Area Wage Determination currently modified into the Company's contract with the government.

**ARTICLE 26 - TERMINATION**

This Agreement shall continue in full force and effect until June 30, 2012, from the effective date and thereafter from year to year unless either party shall give at least sixty (60) days prior notice before any expiration date of this Agreement to the other party of its desire to modify or change this Agreement

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their representatives as of the day and year first written below

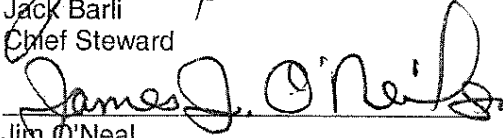
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO**



William T. Cagney  
Business Manager



Jack Barli  
Chief Steward

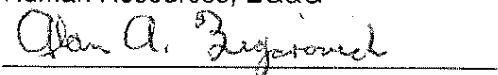


Jim O'Neal  
Assistant Steward

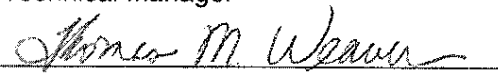
**EFMS**



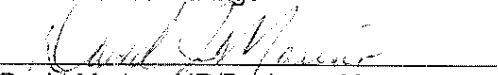
Joe Kroeschel, Manager  
Human Resources, EG&G



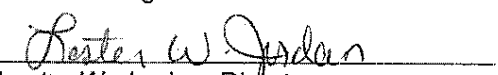
Al Zigarovich, EFMS  
Technical Manager



Mike Weaver, EFMS  
Maintenance Manager



David Marino, HR/Business Manager  
Goldbelt Eagle



Lester W. Jordan, Director  
Employee & Labor Relations, EG&G

Date: 7-9-07

Date: 7-8-07



APPENDIX "A"

AUTHORIZATION FOR UNION DUES CHECK-OFF

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO.

\_\_\_\_\_  
Employer

Dear Payroll Clerk:

You are hereby authorized and directed for the duration of the Agreement, effective , between the Employer and the Union, to deduct from earnings and pay over to the Union, monthly dues, permit fees, or initiation fees as set by the Union. You are hereby authorized to deduct such dues from my earnings, payable the first pay of each month. In the event of insufficient earnings in the appropriate pay period, it shall be my responsibility to pay my dues directly to the Union.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date appearing above (or until the expiration of the present Agreement between the Employer and the Union, whichever is sooner), at which time it may be revoked by written notice by Registered Mail, given by me to the Employer and the Union, or any time during the period of five (5) days prior to the expiration of the one (1) year period (or five (5) days prior to the expiration of the present Agreement, whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, or for the term of any succeeding Collective Bargaining Agreement between the Employer and the Union, whichever period is shorter, with the same privilege of revocation at the end of each such period.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Please Print Your Name

**NOTE: One copy to the Employer and one copy to the Union.**

**APPENDIX "B"**

**WAGES AND CLASSIFICATIONS**

**Classifications:**

Wages of the following classifications will be paid as follows, unless hired as an apprentice:

<b>Classification</b>	<b>7/1/2007</b>	<b>7/1/2008</b>	<b>7/1/2009</b>	<b>7/1/2010</b>	<b>7/1/2011</b>
Auto Mechanic, Electrician, Electronic Technician, HVAC Mechanic HVAC Control Systems Mechanic, Pipefitter/Plumber, Welder, Operator Mechanic, Stationary Engineer,					
a) Carpenter & Painter	\$ 24 27	\$ 25 21	\$ 26 07	\$ 26 97	\$ 27 86
b) Maintenance Mechanic	\$ 23 48	\$ 24 39	\$ 25 22	\$ 26 09	\$ 26 95
c) Truck Driver	\$ 21 41	\$ 22 25	\$ 23 00	\$ 23 79	\$ 24 58
d) Warehouse Specialist 1	\$ 19 83	\$ 20 61	\$ 21 31	\$ 22 04	\$ 22 78
e) Warehouse Specialist 2	\$ 20 51	\$ 21 32	\$ 22 04	\$ 22 80	\$ 23 56
f) Unit Clerk, Sr	\$ 14 79	\$ 15 40	\$ 15 91	\$ 16 45	\$ 17 02
g) Unit Secretary	\$ 21 09	\$ 21 92	\$ 22 66	\$ 23 44	\$ 24 22
h) ES&H Technician	\$ 22 24	\$ 23 11	\$ 23 89	\$ 24 71	\$ 25 53

- 1 Effective July 1, 2007, Lead employees will be paid seven percent (7%) above the journeyman's wage rate. Effective July 1, 2008, Lead employees will be paid eight percent (8%) above the journeyman's wage rate. Effective July 1, 2009, Lead employees will be paid nine percent (9%) above the journeyman's wage rate. Effective July 1, 2010, Lead employees will be paid ten percent (10%) above the journeyman's wage rate
2. Monies have been diverted from employee wages to the pension fund as described in Article 23, section 23 1.
3. All wage increases will take effect the first full pay period in July of each year

WD 05-2573 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2573  
Revision No.: 15  
Date Of Revision: 06/13/2012

States: Kentucky, Ohio, West Virginia

Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson,  
Lawrence, Lewis, Magoffin, Martin, Pike  
Ohio Counties of Monroe, Morgan, Noble, Washington  
West Virginia - All Counties except : Berkeley, Jefferson  
Note: West Virginia include all counties except Berkeley and Jefferson counties.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.30
01012 - Accounting Clerk II		18.04
01013 - Accounting Clerk III		20.19
01020 - Administrative Assistant		18.16
01040 - Court Reporter		21.39
01051 - Data Entry Operator I		11.63
01052 - Data Entry Operator II		12.69
01060 - Dispatcher, Motor Vehicle		14.02
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		11.33
01112 - General Clerk II		12.37
01113 - General Clerk III		13.88
01120 - Housing Referral Assistant		14.85
01141 - Messenger Courier		10.02
01191 - Order Clerk I		11.17
01192 - Order Clerk II		13.28
01261 - Personnel Assistant (Employment) I		16.55
01262 - Personnel Assistant (Employment) II		18.51
01263 - Personnel Assistant (Employment) III		20.65
01270 - Production Control Clerk		17.72
01280 - Receptionist		9.81
01290 - Rental Clerk		11.99
01300 - Scheduler, Maintenance		11.99
01311 - Secretary I		11.99
01312 - Secretary II		13.41
01313 - Secretary III		14.63
01320 - Service Order Dispatcher		13.19
01410 - Supply Technician		18.16
01420 - Survey Worker		13.41
01531 - Travel Clerk I		12.77
01532 - Travel Clerk II		13.63
01533 - Travel Clerk III		14.53
01611 - Word Processor I		13.64
01612 - Word Processor II		15.31
01613 - Word Processor III		16.78

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	15.24
05010 - Automotive Electrician	14.72
05040 - Automotive Glass Installer	14.22
05070 - Automotive Worker	14.22
05110 - Mobile Equipment Servicer	13.17
05130 - Motor Equipment Metal Mechanic	15.24
05160 - Motor Equipment Metal Worker	14.22
05190 - Motor Vehicle Mechanic	15.24
05220 - Motor Vehicle Mechanic Helper	12.61
05250 - Motor Vehicle Upholstery Worker	13.72
05280 - Motor Vehicle Wrecker	14.22
05310 - Painter, Automotive	14.72
05340 - Radiator Repair Specialist	14.22
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.25
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.16
07041 - Cook I	9.11
07042 - Cook II	10.44
07070 - Dishwasher	7.77
07130 - Food Service Worker	8.57
07210 - Meat Cutter	12.29
07260 - Waiter/Waitress	8.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.93
09040 - Furniture Handler	11.58
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.68
11060 - Elevator Operator	8.73
11090 - Gardener	11.52
11122 - Housekeeping Aide	9.27
11150 - Janitor	9.38
11210 - Laborer, Grounds Maintenance	9.31
11240 - Maid or Houseman	8.40
11260 - Pruner	8.73
11270 - Tractor Operator	10.65
11330 - Trail Maintenance Worker	9.31
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.47
12012 - Certified Occupational Therapist Assistant	21.71
12015 - Certified Physical Therapist Assistant	18.46
12020 - Dental Assistant	12.57
12025 - Dental Hygienist	22.28
12030 - EKG Technician	18.60
12035 - Electroneurodiagnostic Technologist	18.60
12040 - Emergency Medical Technician	12.02
12071 - Licensed Practical Nurse I	13.59
12072 - Licensed Practical Nurse II	15.20
12073 - Licensed Practical Nurse III	16.95
12100 - Medical Assistant	10.61
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	11.43
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.40

12210 - Nuclear Medicine Technologist	27.32
12221 - Nursing Assistant I	9.91
12222 - Nursing Assistant II	11.14
12223 - Nursing Assistant III	12.16
12224 - Nursing Assistant IV	13.62
12235 - Optical Dispenser	14.94
12236 - Optical Technician	11.02
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.64
12305 - Radiologic Technologist	20.10
12311 - Registered Nurse I	20.57
12312 - Registered Nurse II	25.16
12313 - Registered Nurse II, Specialist	25.16
12314 - Registered Nurse III	30.44
12315 - Registered Nurse III, Anesthetist	30.44
12316 - Registered Nurse IV	36.48
12317 - Scheduler (Drug and Alcohol Testing)	17.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.85
13012 - Exhibits Specialist II	18.41
13013 - Exhibits Specialist III	22.52
13041 - Illustrator I	14.85
13042 - Illustrator II	18.41
13043 - Illustrator III	22.52
13047 - Librarian	20.38
13050 - Library Aide/Clerk	8.56
13054 - Library Information Technology Systems Administrator	18.41
13058 - Library Technician	14.75
13061 - Media Specialist I	13.28
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.57
13071 - Photographer I	13.62
13072 - Photographer II	15.23
13073 - Photographer III	18.87
13074 - Photographer IV	23.08
13075 - Photographer V	27.93
13110 - Video Teleconference Technician	13.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.63
14042 - Computer Operator II	16.37
14043 - Computer Operator III	18.25
14044 - Computer Operator IV	20.28
14045 - Computer Operator V	22.45
14071 - Computer Programmer I	(see 1) 18.27
14072 - Computer Programmer II	(see 1) 22.64
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.63
14160 - Personal Computer Support Technician	20.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.32
15020 - Aircrew Training Devices Instructor (Rated)	34.26
15030 - Air Crew Training Devices Instructor (Pilot)	41.00
15050 - Computer Based Training Specialist / Instructor	28.11
15060 - Educational Technologist	23.29
15070 - Flight Instructor (Pilot)	41.00
15080 - Graphic Artist	18.11

15090 - Technical Instructor	17.34
15095 - Technical Instructor/Course Developer	21.61
15110 - Test Proctor	15.38
15120 - Tutor	15.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.21
16030 - Counter Attendant	9.21
16040 - Dry Cleaner	11.65
16070 - Finisher, Flatwork, Machine	9.21
16090 - Presser, Hand	9.21
16110 - Presser, Machine, Drycleaning	9.21
16130 - Presser, Machine, Shirts	9.21
16160 - Presser, Machine, Wearing Apparel, Laundry	9.21
16190 - Sewing Machine Operator	12.45
16220 - Tailor	13.23
16250 - Washer, Machine	9.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	19.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.30
21030 - Material Coordinator	17.72
21040 - Material Expediter	17.72
21050 - Material Handling Laborer	10.73
21071 - Order Filler	10.71
21080 - Production Line Worker (Food Processing)	15.30
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	13.86
21140 - Store Worker I	11.95
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	15.30
21410 - Warehouse Specialist	15.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.20
23021 - Aircraft Mechanic I	22.05
23022 - Aircraft Mechanic II	23.20
23023 - Aircraft Mechanic III	24.21
23040 - Aircraft Mechanic Helper	17.81
23050 - Aircraft, Painter	20.59
23060 - Aircraft Servicer	19.35
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	17.29
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	24.87
23130 - Carpenter, Maintenance	17.29
23140 - Carpet Layer	16.79
23160 - Electrician, Maintenance	22.17
23181 - Electronics Technician Maintenance I	15.53
23182 - Electronics Technician Maintenance II	21.96
23183 - Electronics Technician Maintenance III	23.04
23260 - Fabric Worker	15.42
23290 - Fire Alarm System Mechanic	18.13
23310 - Fire Extinguisher Repairer	15.15
23311 - Fuel Distribution System Mechanic	19.94
23312 - Fuel Distribution System Operator	15.50
23370 - General Maintenance Worker	16.23
23380 - Ground Support Equipment Mechanic	22.05
23381 - Ground Support Equipment Servicer	19.35
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	15.00
23392 - Gunsmith II	17.19

23393 - Gunsmith III	19.19
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.13
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.08
23430 - Heavy Equipment Mechanic	18.91
23440 - Heavy Equipment Operator	18.13
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	18.30
23470 - Laborer	10.73
23510 - Locksmith	17.29
23530 - Machinery Maintenance Mechanic	20.05
23550 - Machinist, Maintenance	18.31
23580 - Maintenance Trades Helper	13.15
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.59
23593 - Metrology Technician III	23.35
23640 - Millwright	19.65
23710 - Office Appliance Repairer	17.29
23760 - Painter, Maintenance	17.29
23790 - Pipefitter, Maintenance	20.73
23810 - Plumber, Maintenance	20.73
23820 - Pneudraulic Systems Mechanic	19.19
23850 - Rigger	19.65
23870 - Scale Mechanic	17.19
23890 - Sheet-Metal Worker, Maintenance	18.97
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	22.73
23932 - Telecommunications Mechanic II	23.93
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	18.13
23965 - Well Driller	21.12
23970 - Woodcraft Worker	19.19
23980 - Woodworker	15.46
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.21
24580 - Child Care Center Clerk	9.80
24610 - Chore Aide	7.80
24620 - Family Readiness And Support Services Coordinator	9.12
24630 - Homemaker	10.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.38
25040 - Sewage Plant Operator	16.85
25070 - Stationary Engineer	21.38
25190 - Ventilation Equipment Tender	14.03
25210 - Water Treatment Plant Operator	16.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.72
27007 - Baggage Inspector	9.99
27008 - Corrections Officer	15.11
27010 - Court Security Officer	15.70
27030 - Detection Dog Handler	11.31
27040 - Detention Officer	15.11
27070 - Firefighter	16.40
27101 - Guard I	9.99
27102 - Guard II	11.31
27131 - Police Officer I	16.86
27132 - Police Officer II	18.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.09

28042 - Carnival Equipment Repairer	10.57
28043 - Carnival Equipment Worker	8.26
28210 - Gate Attendant/Gate Tender	13.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.03
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	14.69
28630 - Sports Official	10.67
28690 - Swimming Pool Operator	13.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.35
29020 - Hatch Tender	16.35
29030 - Line Handler	16.35
29041 - Stevedore I	15.33
29042 - Stevedore II	17.40
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.95
30022 - Archeological Technician II	20.83
30023 - Archeological Technician III	26.27
30030 - Cartographic Technician	26.27
30040 - Civil Engineering Technician	18.42
30061 - Drafter/CAD Operator I	18.95
30062 - Drafter/CAD Operator II	21.20
30063 - Drafter/CAD Operator III	23.64
30064 - Drafter/CAD Operator IV	27.30
30081 - Engineering Technician I	15.68
30082 - Engineering Technician II	17.59
30083 - Engineering Technician III	22.90
30084 - Engineering Technician IV	25.79
30085 - Engineering Technician V	31.55
30086 - Engineering Technician VI	38.17
30090 - Environmental Technician	17.30
30210 - Laboratory Technician	25.55
30240 - Mathematical Technician	26.27
30361 - Paralegal/Legal Assistant I	17.61
30362 - Paralegal/Legal Assistant II	21.35
30363 - Paralegal/Legal Assistant III	26.14
30364 - Paralegal/Legal Assistant IV	31.63
30390 - Photo-Optics Technician	26.27
30461 - Technical Writer I	20.51
30462 - Technical Writer II	25.09
30463 - Technical Writer III	30.35
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.64
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.80
31030 - Bus Driver	12.09
31043 - Driver Courier	10.51
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	11.32
31310 - Taxi Driver	8.94
31361 - Truckdriver, Light	11.32



31362 - Truckdriver, Medium	12.69
31363 - Truckdriver, Heavy	15.02
31364 - Truckdriver, Tractor-Trailer	15.02
99000 - Miscellaneous Occupations	
99030 - Cashier	7.80
99050 - Desk Clerk	8.20
99095 - Embalmer	20.91
99251 - Laboratory Animal Caretaker I	9.21
99252 - Laboratory Animal Caretaker II	9.92
99310 - Mortician	30.90
99410 - Pest Controller	13.35
99510 - Photofinishing Worker	10.65
99710 - Recycling Laborer	11.68
99711 - Recycling Specialist	13.46
99730 - Refuse Collector	10.58
99810 - Sales Clerk	10.77
99820 - School Crossing Guard	10.14
99830 - Survey Party Chief	18.51
99831 - Surveying Aide	11.45
99832 - Surveying Technician	15.72
99840 - Vending Machine Attendant	11.40
99841 - Vending Machine Repairer	12.83
99842 - Vending Machine Repairer Helper	11.40

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. 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. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<p>REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Diane Koplewski                      Division of Director                                  Wage Determinations</p>	<p>Wage Determination No.: CBA-2012-5459 Revision No.: 0 Date Of Last Revision: 10/31/2012</p>

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State: West Virginia

Area: Monongalia

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Employed on the United States, Department of Energy, National Energy Technology Laboratory contract for Site Operations Support (SOS) Services..

Collective Bargaining Agreement between contractor: Goldbelt Eagle, LLC, and union: United Mine Workers of America Local 1717, effective 3/1/2012 through 2/28/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

***COLLECTIVE BARGAINING AGREEMENT***

**between**

***GOLDBELT EAGLE, LLC***

**their subcontractor,**

***URS CORPORATION***

**PARTY TO GOVERNMENT SITE OPERATIONS SERVICES CONTRACT  
NATIONAL ENERGY TECHNOLOGY LABORATORY – MORGANTOWN, WV**

**and the**

***UNITED MINE WORKERS OF AMERICA***

**March 1, 2012 through February 28, 2015**

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## **ARTICLE 1 – PURPOSE**

The Union hereby recognizes Goldbelt Eagle (GbE), LLC and its subcontractor URS Corporation, as the “Companies” to be management’s exclusive bargaining representative.

It is the intent and purpose of the Companies and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Companies and the Union bargained for the Employees of the Companies in the unit defined herein; to provide a procedure for processing disputes between the Companies and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Companies and the Union and its members.

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Companies’ business. It is the intent and purpose of the parties to promote harmony between the Companies, its Employees, and the Union for the efficient and successful operation of the Companies’ contract with the government so that the Employees and the Companies may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights which exist under the National Labor Relations Act (NLRA) to bargain over Employees’ wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

The Companies and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Companies nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

## **ARTICLE 2 - SCOPE AND COVERAGE**

The Companies hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Companies’ Employees regularly assigned to the following bargaining unit: all regular Full-time and regular Part-time Computer Technicians, Electrical Technicians, Environmental Safety and Health Technicians, Facilities Maintenance Technicians, Fleet Operators, HVACR Technicians, Stationary Engineering Technicians, Mobile Equipment Repair Technicians, and Storeroom Attendants employed at the Morgantown Facility on the Site Operations Services (SOS) Contract or any successor contracts. Current Maintenance Services Lead positions (1 electrician and 1 OST), which are currently Exempt Employees shall become represented positions upon the termination of employment of the existing personnel.

Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

## ARTICLE 3 - REPRESENTATION

### Section 1 - Representative

The Representative of the Union shall have access to the shops and offices of the respective Companies at the National Energy Technology Laboratory (NETL) for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Companies' business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Companies, the visiting representative reports to the Human Resources Office or the Program Manager's Office in their absence.

### Section 2 - Shop Stewards

The Companies recognize the right of the Union to designate one (1) Steward and one (1) Alternate for site support. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
- b) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

### Section 3 - Scope of Stewards' Union Activities

*The Steward or Alternate Union Steward's* Union activities on Companies' time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate Supervisor or the designated representative in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected. The Union Steward or Alternate Union Steward will notify his/her supervisor of the need to conduct Union business and request approval to leave his/her assigned job.
- b) To meet by appointment with an appropriate manager or other designated representative of the Companies, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.
- c) The Steward or Alternate Union Steward shall be allowed to perform these duties during their respective working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- d) The duties specified above shall not relieve the Steward of his/her duties and obligations as an Employee of the Companies, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate Supervisor or the designated representative before leaving the work area to conduct Union business.

### Section 4 - Check off

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Companies covered by this contract and shall be remitted by the Companies to the



properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Companies shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Companies, written authorizations from each Employee so employed. Upon the presentation to the Companies of such authorizations in such reasonable form as time and circumstances may allow, said Companies shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

#### Section 5 - Notification

The Union shall notify the Companies of the amount of dues to be withheld by the Companies, and shall advise the Companies in writing at least two (2) months prior to any change in the amount to be withheld.

#### Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) calendar days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Companies harmless from any action that may come about as a result of the application of this section.

### **ARTICLE 4 - GENERAL WAGE PROVISIONS**

#### Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Appendix A. Wages shall be paid biweekly.

#### Section 2 - Shift Differentials

The Companies shall pay a shift differential of 5% for the second shift and 7% for the third shift.

#### Section 3 - Call out Pay

An Employee called back to work for any reason after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at one and one-half their straight time rate of pay or pay for actual hours worked whichever is greater. An Employee called out may be required to work the four (4) hours if requested by his/her supervisor. An employee shall receive four (4) hours of call-out pay even if the four (4) hour period extends into their regular shift. The employee is required to work their entire scheduled shift (up to 12 hours of actual work time) at the normal rate of pay. Call-out hours are not included in the calculation for overtime. Call-out pay does not qualify for shift differential.

#### Section 4 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is

provided, shall receive three (3) hours show up time unless notified by the Companies at least three (3) hours prior to their regularly scheduled starting time not to report to work.

#### Section 5 – Overtime and Holiday Pay

- a) Time worked in excess of forty (40) hours in any workweek shall be paid at time and one half (1 1/2) of the Employee's rate.
- b) At the Employee's request and with the approval of management, overtime in any day of the workweek shall not begin until the Employee has completed ten (10) hours work for that day.
- c) Time worked on Holidays shall be paid at time and one half (1 ½) of the Employee's rate plus any shift differential if applicable. In addition, the Employee will receive eight hours of holiday pay at their straight time hourly rate.
- d) Holidays and personal leave shall be included as time worked for the purposes of calculating overtime.
- e) There will be no "pyramiding" of overtime allowed.

#### Section 6 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of four (4) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the entire shift.

#### Section 7 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his/her regular job.

#### Section 8 - Schedule Changes

- a) An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.
- b) An Employee shall not be scheduled for less than four (4) hours work on their regularly scheduled days off.

#### Section 9 - Tuition Refund

Tuition refund will be provided in accordance with Companies' policy at the time of this Agreement.

#### Section 10 - Educational Assistance

The Companies agree to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by the Companies (e.g., safety programs, labor management cooperative programs, etc.).

### **ARTICLE 5 - GRIEVANCE PROCEDURE**

#### Section 1

All grievances that may arise will be handled in the following manner:

Step 1: The Employee having a grievance will present the same verbally to his immediate Supervisor during the workday in which the act or condition originating the grievance occurs, if possible, but in any event not later than five (5) working days from the day on which the grievant should reasonably have known of the event giving rise to

the grievance. A steward shall be given the opportunity to be present if the Employee so desires. The Supervisor will render his/her decision within five (5) working days of his/her meeting with the grievant. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. Any grievance not filed by the aggrieved party within five (5) working days of the time when the Employee reasonably should have known it shall be denied as untimely and not processed further.

Step 2: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union shall submit the grievance in writing on a Standard Grievance form to the Manager within five (5) working days thereafter. The written grievance presented must contain the basis of the Employee's claim, articles violated and suggested remedy. Within seven (7) working days from the time the Employee or Steward submits the written grievance, the Steward will meet with the Manager or his/her designated representative and they shall make every effort to settle the dispute. Should the grievance not be satisfactorily settled by the steward and the Manager, the Union shall present the grievance to a UMWA District representative.

Step 3: Within seven (7) working days of the time the grievance is referred to them, the Union District Representative may formally appeal to the Program Manager or his/her designated representative. The Companies and the Union shall meet to review the facts and circumstances pertaining to the grievance in an effort to reach a settlement. The grievant and the Steward shall have a right to be present.

Step 4: The Union may, not later than five (5) working days after receipt of the Companies' decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) names of arbitrators, from which the Companies and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) working days of receipt of the arbitrators list.

#### Section 2

In arbitration proceedings, both parties shall share the expense of the impartial Arbitrator. The parties will be responsible for paying their own representatives and witnesses.

#### Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Companies and the Union agreeing to equally share expenses incurred for the hearing room.

#### Section 4

The findings of the arbitrator shall be final and binding on all parties.

#### Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set time limits shall result in the grievance being void and waived and the matter shall end without resort to mediation/arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, except holidays.

Section 6

Except by mutual written Agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article 7, Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article 5, Section 1, Step 4, Grievance Procedure, as it pertains to the Arbitrator selection process, and the actual arbitration shall be held within fifteen (15) days or as soon thereafter as mutually agreed to from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual written Agreement of both parties.

Section 10

The Companies and the Union may refer grievances to non-binding mediation based on mutual consent.

Section 11

The Companies' failure to respond within the time limits stated herein causes the grievance to advance to the next step.

**ARTICLE 6 - DISCIPLINARY PROGRAM AND DISCHARGE**

Section 1 - Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out in accordance with the following steps:

First Offense Verbal warning, with a record on file with Department Manager and Local Steward.

Second Offense Written warning with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Third Offense Two working days off without pay, with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Fourth Offense Discharge.

In case of serious offenses, such as those affecting customer relations or safety that could result in injury or death to the Employee, fellow workers, or the public, the Companies shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following:

- a) Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
- b) Bringing firearms or other weapons on the job.
- c) Intentional theft of Government, Companies or Employee property.
- d) Intentional destruction of Government, Companies or Employee property.
- e) Intentional fraudulent activity.
- f) Intentional falsification of Government or Companies documents.
- g) Fighting, assault, or other disorderly conduct that endangers the safety of a person or property.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Companies. If at this time, the Employee requests it, the Companies shall notify the affected Employee in writing when documents associated with the disciplinary action are removed from the Employee's personnel file.

#### Section 2 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits the Companies' ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of his/her manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- a) Unexcused absence or tardy / first occurrence / Verbal warning.
- b) Unexcused absence or tardy / second occurrence / Written warning.
- c) Unexcused absence or tardy / third occurrence / 3 day suspension.
- d) Unexcused absence or tardy / fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

### **ARTICLE 7 - DISCHARGE/ARBITRATION**

In cases of discharge, the Companies shall notify the Local Union President and/or Union Stewards of the discharge and the reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Companies, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Companies and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3 all discharges will be referred to immediate Arbitration.

### **ARTICLE 8 - HOURS AND OVERTIME**

#### Section 1

When a shift is needed to respond to customer need, the Companies will provide notice of a shift change to affected Employees no later than 2 p.m. Thursday in the week prior to the proposed shift change. In the event that a shift change is necessary due to unforeseen circumstances that make notice to the affected Employees untimely, the Union may agree to waive the provisions of this section.

#### Section 2

A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.

### Section 3

The work day shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift which normally begins at 10:00 p.m. will be considered the first shift of the following day.

### Section 4

For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

### Section 5 - Regular Work Week

The regular work week for Employees will consist of five (5) work days during the period Monday through Friday, with two (2) consecutive days off (Saturday & Sunday.)

### Section 6 - Regular Work Day

Regular work day for Employees will consist of an eight (8) hour work day including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. Overtime work shall be compensated at a rate of time and one half for all hours worked in excess of 40 hours in a work week or eight (8) hours in a work day. This provision shall not apply to Employees assigned to a 4/10 schedule.

For Employees working a regular work week, the first shift will be from 6:00 am to 2:30 pm; the second shift will be from 2:00 pm to 10:30 pm and third shift will be from 10:00 pm to 6:30 am.

Regular work day for the Day Shift Operator will consist of an eight (8) hour work day from 6:00 am to 2:00 pm including reduction of time from the shift for the two (2) 15 minutes break periods and excluding the half (1/2) hour unpaid meal. The Day Shift Operator shall remain in the work area for the duration of the shift. The half (1/2) hour paid meal may be taken within the shift when time permits but not at the beginning or end of the shift.

### Section 7 - Overtime Distribution Policy

#### a) Purpose

The Companies will make every reasonable effort to divide work among the Employees in each Department by classification and shift as impartially as is practicable. In doing this it is recognized that the Companies will take into account the qualifications of Employees for the job to be performed and the efficient operation of the Department.

#### b) Procedures

**Step 1** -- In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. If, in the event of extenuating circumstances, an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

**Step 2** -- Employees will be offered overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

**Step 3** -- The necessity for the Companies to work overtime to provide rapid response to emergency overtime is recognized in order to meet customer service requirements. It is expected that Employees will continue to cooperate in working overtime for the Companies' and Employees' best interests. If there is an insufficient number of

Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Overtime

Employees who do not want to be considered for assignments as part of the overtime distribution list will declare that fact, and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If the Employee later desires to return to the distribution of such overtime, he will be credited as having the highest overtime, plus one hour, in their department and classification.

Should the Companies and the Union determine that an Employee was improperly denied overtime opportunities, the Companies shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be performed and the efficient operation of the Department is not disrupted.

d) Emergency Overtime

Emergency Overtime is defined as overtime where an Employee has not left the site and is required to work beyond the end of his/her shift. Emergency Overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e) New Hires

On their date of hire, new Employees will be credited with the highest overtime hours, plus one hour in the department and classification for distribution purposes.

f) Record Keeping

A written record of overtime worked by Employees in each Department will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

g) Implementation of Policy

To begin the overtime distribution process the Companies will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

### Section 8 - Four-Ten Hour Shift

The Companies may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customer's needs. The Union and affected Employees will be given seven (7) working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed, the Employees with the most seniority will be awarded the four/tens provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/tens provided they have the necessary skills to perform the job. On this four/ten shift, Employees will be paid time and one half (1-1/2) of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Employees who are assigned to the 4/10 schedule will be given holiday pay for holidays which fall

on their regularly scheduled work days. During the last pay period of the calendar year, their holiday pay records will be reviewed and they will receive additional holiday pay to make the total holidays paid to them in that calendar year equal to eighty (80) hours. Once an Employee is paid eighty (80) hours of holiday pay in a calendar year, the Employee's holiday pay for the year shall cease.

#### Section 9 - Altered Work Schedule

The Companies may assign Employees an altered work schedule (AWS) consisting of 8 hours including two (2) paid fifteen (15) minute breaks and not including one half hour unpaid lunch break between the hours of 6:00 a.m. and 8:00 p.m. to meet customer requirements. At least 3 days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

#### Section 10 – Altered Work Week

- a) Upon customer request, the Companies may establish an altered work week that will consist of five (5) work days with two (2) consecutive days off. The Union may request documentation to support the request. Two alternate work week schedules may be utilized. The schedules will be Sunday through Thursday with Friday and Saturday off, or Tuesday through Saturday with Sunday and Monday off. Other schedules may be utilized if mutually agreed upon between Companies and the Union. No more than thirty percent (30%) of the bargaining unit may be assigned to the alternate workweek at any one time.
- b) Positions on the alternate work week will be filled on a volunteer basis first. Multiple opportunities shall be rotated amongst those volunteering. No Employee will be required to remain on an alternate work week for more than two (2) months. If there are no volunteers, Employees will be selected on a seniority basis with the least senior filling the positions first, then rotating to the next least senior.
- c) Employees assigned to an altered work week shall be paid five dollars (\$5.00) per hour for all hours worked while remaining on the altered work week.
- d) Employees must meet the knowledge, skill and abilities for the position being assigned to the altered work week in order to safely perform the work required (e.g. High Voltage Distribution)

Employees who are assigned an alternate work week will transition from the regular work week by having the Saturday or Monday off that immediately precedes the altered workweek. Transitioning from a regular work week to an altered work week, will normally occur on Sunday or Tuesday. The Union and affected Employees will be given seven (7) working days notice prior to the commencement of the altered work week. In instances where the client provides new requirements/information to the Employer that will affect the aforementioned schedule, the Employer shall retain the right to alter the proposed schedule any time up to three (3) days before work is to begin, without risk of “changing a schedule to avoid overtime” grievances, as noted in the CBA. Reasonable efforts will be made to coordinate this effort to minimize impacts.

#### Section 11 - Administrative Leave

- a) Site Closure and Inclement Weather Closings:

When the Government shuts down the operation, employees will be notified and released in accordance with Company policy. Employees who are specifically required to continue to work by the Company will be compensated at one times (1x) their normal straight time rate for all hours worked beyond the dismissal time plus the balance of time given to those who have been



dismissed, up to the maximum length of their scheduled shift. If an employee has departed the site or is called in (having not been informed in advance that they are essential for this closure), the employee shall receive the balance of time given to those who have been dismissed, up to the maximum length of their scheduled shift, plus overtime pay in accordance with Article 4 Section 3 – Call Out Pay.

b) **Early Dismissals:**

When the Government authorizes an early dismissal and approves of contractor dismissal, employees shall be released pursuant to Company Policy. Essential personnel required to stay on site shall be rotated when possible.

## **ARTICLE 9 - SENIORITY**

### Section 1 - Seniority

- a) Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with Goldbelt Eagle (GbE), and its subcontractor, URS Corporation and all predecessor contractors.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Companies shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.

### Section 2 - Layoff

The Companies will determine the time of layoffs, the number of Employees to be laid off, and in what job classifications layoffs will occur.

- a) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.
- b) An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tie-breaker. Recall to employment from layoff shall be in reverse order of the layoff.
- c) In the case of a layoff, Temporary Employees, within the classification will be laid off first, followed by probationary Employees, within the classification. However, if a regular Full-time or a regular Part-time Employee who would have been laid off is qualified to perform the work in the classification in which a Temporary Employee has been retained; they shall be able to bump the Temporary Employee.
- d) If at the time of layoff, any eligible Employee declines to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Companies of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

### Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, voluntary termination, retirement, or resignation.
- b) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- c) Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Companies.
- d) Failure to return to work upon expiration of a leave of absence.
- e) Absence in excess of 18 months due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of disability, the Employee must present appropriate documentation verifying their availability date and medical release.

### Section 4 - Recall

#### a) Order of Recall

If the Companies determine to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the panel of laid off regular Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall. Temporary Employees whose employment has been terminated are not eligible for recall.

#### b) Notice of Recall

The Companies will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Companies of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

### Section 5 - Job Posting

When the Companies determine to fill a job within the Bargaining Unit, the Companies will put a notice of the vacancy or job opening on the Employees' Local Union bulletin boards for five (5) work days. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid to the Human Resources Office in writing, by placing it in the bid receptacle during the posting period. The Companies shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) calendar days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the vacant job within 60 days, regardless of the reason, and later decides to fill that vacancy, the job must be reposted before the job can be awarded. A representative from both the Union and the Companies must be present for opening of the bid receptacle, once the posting period expires.

Job bid awards shall be posted on the bulletin boards once the award is determined by the Companies.

#### Section 6 - Selection

From among Employees qualified for a posted job, who submit bids and resumes for the job, the Companies will award the job to the most senior qualified Employee, provided that if two or more bidders have the same bargaining unit seniority, the Companies will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Companies may fill the job from any source.

#### Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

#### Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Companies within thirty (30) work days after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

#### Section 9 – Probationary Employees

A probationary period of ninety (90) calendar days will be observed for each new Employee during which time the Companies may make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date.

During the probationary period, a new Employee may be discharged in accordance with Companies Policy and procedure without recourse to the grievance procedure.

In instances where an employee of URS on the RES contract, who has at least 12 months of continuous URS service at NETL, voluntarily terminates his/her employment, or is laid off due to reduction in force and is subsequently hired by Goldbelt Eagle on the SOS-2 contract (within a 6 month period of voluntary termination or lay off due to reduction in force), the Company (Goldbelt Eagle and/or Subcontractor) agrees to waive the probationary period for the new employee. Any employee employed by URS on the RES contract prior to July 2, 2012 shall not be required to have fulfilled the 12 month service requirement.

#### Section 10 - Qualifications

It is agreed that the Companies are the sole and exclusive agent to determine the qualifications, skills, and abilities of all Employees.

## ARTICLE 10 - HOLIDAYS

### Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 6. Labor Day        |
| 2. President's Day        | 7. Columbus Day     |
| 3. Martin Luther King Day | 8. Veteran's Day    |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

Holidays that fall on Sunday will be observed on the following Monday, and Holidays that fall on Saturday will be observed on the preceding Friday.

### Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Companies, and be in a compensable state the day before and the day after the Holiday.

### Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

### Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day plus shift differential, if applicable. In addition the Employee will receive eight (8) hours of holiday pay at his/her straight time rate of pay.

### Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday, and the observed Holiday shall be paid as Holiday pay.

## ARTICLE 11 - PERSONAL LEAVE

### Section 1 - Personal Leave

Years of Full-Time Service	Accrual Rate	Maximum Carry-Over
Less than two years	12 days	144 hours
Two to five years	15 days	192 hours
Five to ten years	18 days	240 hours
Ten to fifteen years	21 days	288 hours
Fifteen to twenty years	24 days	288 hours
Twenty to thirty years	27 days	288 hours
Thirty years & beyond	28 days	288 hours

- a) All Full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) during a pay period shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of Full-time service. Personal leave may be taken in thirty (30) minute increments.

- b) Employees may carry over the maximum personal leave hours according to the above from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c) Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the personal leave request granted will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's Manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

#### Section 2 - Catastrophic Leave

Employees will accrue 2 hours of catastrophic leave per month into their leave account. Leave balances will be carried over from one year to the next.

Catastrophic leave shall be utilized in accordance with Employee's company policy.

### **ARTICLE 12 - LEAVES OF ABSENCE**

#### Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

#### Section 2 - Severance Pay

- a) Severance applies to Regular Full-Time Employees. Temporary Part-Time Employees and Temporary Full-Time Employees are not eligible for severance pay. An Employee who resigns his position with the Companies or is terminated for just cause shall not receive severance pay.
- b) An Employee whose employment is terminated due to business conditions or a reorganization which eliminates his/her position will be given severance pay. Severance will be calculated at one week's pay (Basic Weekly Earnings) per Year of Service up to a maximum of 15 weeks (minimum of one week will be paid).
- c) If an Employee who has previously received severance pay is rehired and subsequently terminated, his/her severance pay will be calculated on Years of Service from his/her most recent date of rehire. Severance pay is not provided when termination results from a change in contractor and Comparable Employment has been offered with the successor contractor or organization.

#### Section 3 - Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Companies for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Companies for such leave, the Employee must submit to Human Resources written proof of having served and the duration of such service.

#### Section 4 - Military Service

Regular Full-time Employees who are members of a military reserve organization and are ordered to Temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten (10) days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training.

#### Section 5 - Business

Employees who have an official request from the UMWA for a leave of absence shall be granted leave to participate in Union activities. Unless agreed to by the Companies, no more than two leave requests will be granted for Union activities on any given day.

### **ARTICLE 13 – MANAGEMENT’S RIGHTS**

The Union recognizes that the Companies retain the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Companies reserve and retain, solely and exclusively, all of its inherent rights to manage the business including, but not limited to:

- a) The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
- b) Determine work schedules, work rules, work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
- c) Require all Employees to observe all safety regulations prescribed by the Companies and/or the Government and to work safely.
- d) Discharge, suspend, or discipline Employees for just cause.
- e) The Companies may, if they desire, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
- f) The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the customer. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Companies and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
- g) It is understood by the Companies and agreed to by the Union that the Employees of the Companies will perform the work requested by the Companies without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.
- h) The Companies failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Companies right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the expressed provision of this Agreement. In exercising its rights under this Article, the

Companies shall not violate the provision of this Agreement.

## **ARTICLE 14 - PERIODIC CONFERENCES**

The parties recognize for their joint benefit, the prosperity and efficiency of the Companies are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three (3) times per year, to discuss items of mutual interest. The Companies shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Companies shall be compensated at their applicable straight time rate for their time spent in conference.

## **ARTICLE 15- BULLETIN BOARDS**

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

## **ARTICLE 16 - SAFETY**

### Section 1

The Companies will comply with all applicable health and safety laws and regulations, and the Companies and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Companies will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Companies may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

### Section 2

The Companies and the Union agree to establish a quarterly meeting to cooperate in the prevention and elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from Management and three (3) representatives from the Union.

### Section 3

All Employees will follow the Companies' Safety Operating Policies and Procedures, as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Companies' office of Environmental Safety and Health (ES&H). Any new safety policies and/or procedures established by the Companies shall be posted on the Intranet.

### Section 4

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with Management personnel shall be granted access subject to the routine check in/out procedures as set forth in Article 3, Section 1.

### Section 5

In cases involving major accidents or fatalities of bargaining unit Employees, the Union Steward will be allowed to participate in the Companies' investigation of the incident.

## **ARTICLE 17 - NEW EQUIPMENT**

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit Employees, the Companies will determine the maintenance required, work processes and procedures needed to operate and maintain the new equipment or devices safely and the Companies agrees to provide training on such equipment on an as needed basis. The Employees, and the manner in which they are trained, will be determined by the Companies at its discretion and need. Training opportunities will be offered to the Employees who are most senior and qualified first.

## **ARTICLE 18 - SUCCESSORSHIP**

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

## **ARTICLE 19 - NO STRIKE - NO LOCKOUT**

The Companies agree there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.

The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

## **ARTICLE 20 - TEMPORARY/PART-TIME EMPLOYEES**

### Section 1 Part-time Employees

A Part-time Employee shall be defined as an Employee who is normally scheduled thirty (30) hours or less per week. Part-time Employees will receive an amount in lieu of health and welfare benefits, which is determined by the Service Contract Act, effective wage determination according to the Companies' contract in place at the time of employment. Part-time Employees are covered by the terms and conditions of the Agreement; however, they will not receive Holiday and Vacation Benefits.

### Section 2 Temporary Employees

A Temporary Employee shall be defined as an Employee who is hired to perform a specific job for a designated period of time, not to exceed one hundred seventy-nine (179) working days. Work classification assignments of the Temporary Employees will be determined by the Companies. Notification of the hiring of a Temporary Employee and the job assignment assigned to him/her will be provided to the shop steward. In the event that an adjustment or continuation of a Temporary Employee is necessary the initial one hundred seventy-nine (179) working days period may be extended by agreement of both parties. Temporary Employees shall not be covered by the terms and conditions of this Agreement and are non-represented Employees.

### Section 3 Temporary and Part-time Employees

Temporary and Part-time Employees in total may never exceed 15% of the Full-time classified work force.

## **ARTICLE 21 - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS**

The Companies agree to continue the practice of providing Employees with certain wearing apparel, tools and safety devices, including, but not limited to, steel toed boots and shoes, uniforms, safety



glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items, the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on its membership. The Companies will provide uniforms as purchased/leased by the customer. Uniforms will be worn by represented Employees. Uniforms will not be altered in appearance and will be maintained in good repair. All protective equipment will be used as stipulated by Companies and customer regulations.

#### **ARTICLE 22A - HEALTH BENEFITS – GOLDBELT EAGLE EMPLOYEES**

- a) Company will provide the Employees health and welfare benefits as described in this Article (or the equivalent). Monthly Employee contributions and minimum Company contributions will be as listed in Appendix B. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of eight percent (8%). Should increases in the monthly premium exceed eight (8) percent, the Company and the Union shall meet to negotiate the amount exceeding eight (8) percent.
- b) Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employee must furnish proof of other health coverage to qualify for the waiver. Employees shall receive the following waivers:

Individual (Employee only) Coverage: \$850.00

Dependent (spouse or family) Coverage: \$850.00

- c) The Employer shall have the right to change Providers of the following benefits in order to provide the agreed to benefits at the most favorable cost to the Employer and the Employees or to replace a Provider that discontinues said benefit. If it is necessary to modify the benefit being provided the Employer will strive to make any such change effective at the beginning of each calendar year unless circumstances beyond their control make such change impractical. Any change in the benefit being provided will be discussed with the Union prior to the effective date.

**ARTICLE 22B - HEALTH BENEFITS – URS EMPLOYEES**

Section 1 - Health Care

Plan general outline attached as Appendix “C”. Plan carrier is at the discretion of the Employer, but changes in the level of benefits shall be made subject to the collective bargaining process.

(a) First Full Year of the Agreement- January 1, 2012 to December 31, 2012

*Combined Health and Dental care rates shall be set at:*

<i>Morgantown:</i>
<i>\$64.14 bi-weekly for Employee plus two or more</i>
<i>\$25.86 bi-weekly for Employee plus one</i>
<i>\$7.76 bi-weekly Employee only</i>

(b) Second and Third Full Year of the Agreement - January 1, 2013 to December 31, 2014

In the event that health care costs increase or decrease, the Employer and Employees shall share the cost, such that the Employer shall pay *ninety-two (92) percent* of the cost and Employees shall pay *eight (8) percent* of the cost.

Section 2 – Waiver of Health Care Benefits

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees shall receive the following:

Individual - \$850.00 per year                      Family - \$850.00 per year

**ARTICLE 23A - DENTAL PLAN – GOLDBELT EAGLE EMPLOYEES**

The Company will provide the United Concordia Dental or equivalent plan at a monthly cost to the employee of \$25.00 for Employee only and \$30.00 for family. This rate will remain in effect for the life of the Agreement.

**ARTICLE 23B - DENTAL PLAN – URS EMPLOYEES**

Dental insurance is combined with medical insurance as described in the previous Article 22B.

## **ARTICLE 24A - SCHEDULE OF OTHER BENEFITS – GOLDBELT EAGLE EMPLOYEES**

### Section 1 - Life Insurance/AD&D

The Company will provide Life Insurance as currently stated in the respective Company's Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars.

The Company will also provide AD&D as currently stated in the respective Company's Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars. The rates for dismemberment/loss of sight, etc., will also follow the respective Company's Summary Plan Description.

### Section 2 - Long-Term Disability

Employees may participate in the Long-Term Disability (LTD) Insurance Program as described in the respective Company's LTD Summary Plan Description.

### **Section 3 Omitted**

### Section 4 - 401K/Savings Program

The Company agrees to contribute a matching contribution equal to 100% of your deferral contributions that do not exceed 3% of your compensation, plus 50% of your deferral contributions that exceed 3% but do not exceed 6% of your compensation.

### Section 5 - Dependent Life Insurance Plan

Employees may participate in the Companies' Dependent Life Insurance Program as described in the respective Company's Summary Plan Description.

### Section 6 – Short-term Disability

The Companies will provide Short-term Disability Insurance as stated in the respective Company's Summary Plan Description, equal to 66.67% of the Employee's weekly base rate.

### Section 7 – Vision

Employees may elect to participate in the Companies' optional vision plan at the Employee's expense as provided for by the respective Company.

### Section 8 - Award Fee Share

Bargaining unit members will receive 25% of the calculated Employee Award Fee shared in accordance with Companies' policy.

## ARTICLE 24B - SCHEDULE OF OTHER BENEFITS – URS EMPLOYEES

### Section 1 - Life Insurance and AD&D

The Company will provide Life insurance as currently stated in the URS policy, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the URS policy, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars.

### Section 2 - Long Term Disability

Employees may participate in the Company's Long Term Disability (LTD) Insurance Program as described in the Company Long Term Disability policy. Currently, the program provides for payment of 60% of lost income minus social security and other benefits. Maximum monthly benefit is \$5000.

### Section 3 - Retirement/401K Savings Plan

The Employer agrees to establish a 401K Savings and Investment Plan (the "Plan" )and Employees covered by this agreement shall be allowed to elect to participate in the Plan subject to the terms of the Plan. The Plan shall be established and handled by a reputable investment company and administered by them under arrangements with the Employer pursuant to Plan terms. The Plan shall include the following features subject to specific Plan language and applicable laws and regulations:

1. Funding for each Employee's account in the 401K Savings and Investment Plan shall consist of any contributions the Employee chooses to make from his/her pay up to a certain yearly maximum and any Company matching contributions as described below.
2. An Employee who elects to participate in the 401K Savings and Investment Plan may elect to set aside a portion of his/her pay each pay period to be placed into a plan account up to a yearly maximum.
  - (a) Should the Employee choose to apply a portion of his/her pay as outlined in (2) above, the Company will contribute one (\$1.00) for every dollar set aside by the Employee up to six (6) percent of the Employee's salary.
3. The Employer agrees that it will bear the costs associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Employer pursuant to this Agreement.
4. The 401K Savings and Investment Plan shall offer a diverse selection of investment options in which an Employee may choose to invest his/her monies.

### Section 4 - Short Term Disability

The Company will provide Short Term Disability insurance as stated in the current Company policy, equal to sixty (60) percent of the Employee's hourly base rate of pay for up to twenty-five (25) weeks after one calendar week waiting period.

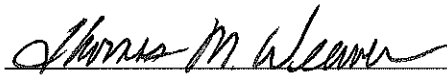
**ARTICLE 25 - TERM OF AGREEMENT**

This Agreement shall take effect March 1, 2012 and shall remain in effect through February 28, 2015, and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to March 1, 2015.

IN WITNESS WHEREOF, each of the parties' signatory hereto has caused this Agreement to be signed this 15<sup>th</sup> day of ~~March~~, 2012.  
*October*



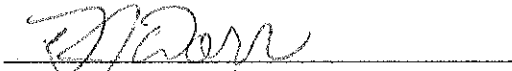
Brian C. Channell, Goldbelt Eagle, LLC  
Technical Manager



T Michael Weaver, URS Corp.  
Maintenance Manager



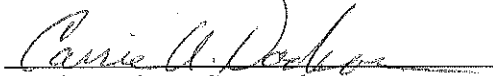
Janet Rogers, Goldbelt Eagle, LLC  
Business Manager



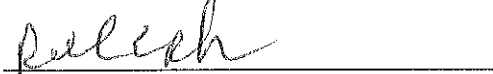
Dana Dorr, URS Corp  
HR Manager



Mike Caputo, International District 31  
Vice President  
UMWA District 31



Carrie Dodson, Steward  
UMWA, Local 1717



Ronald Raber, President  
UMWA, Local 1717



Joe Reynolds, International District 31  
Field Representative  
UMWA

**APPENDIX A, WAGES**

<b>JOB TITLES</b>	<b>3/1/2012</b>	<b>3/1/2013</b>	<b>3/1/2014</b>
Equipment O&M Technician 1	\$20.38	\$21.13	\$21.88
Equipment O&M Technician 2	\$24.25	\$25.00	\$25.75
Equipment O&M Technician 3	\$26.15	\$26.90	\$27.65
Equipment O&M Technician 4	\$28.60	\$29.35	\$30.10
Equipment O&M Technician 5	\$30.60	\$31.35	\$32.10
Electrical Technician 1	\$20.38	\$21.13	\$21.88
Electrical Technician 2	\$24.25	\$25.00	\$25.75
Electrical Technician 3	\$26.15	\$26.90	\$27.65
Electrical Technician 4	\$28.60	\$29.35	\$30.10
Electrical Technician 5	\$30.60	\$31.35	\$32.10
ES&H Technician 1	\$20.38	\$21.13	\$21.88
ES&H Technician 2	\$24.25	\$25.00	\$25.75
ES&H Technician 3	\$26.15	\$26.90	\$27.65
ES&H Technician 4	\$28.60	\$29.35	\$30.10
ES&H Technician 5	\$30.60	\$31.35	\$32.10
Facilities Maintenance Technician 1	\$20.38	\$21.13	\$21.88
Facilities Maintenance Technician 2	\$24.25	\$25.00	\$25.75
Facilities Maintenance Technician 3	\$26.15	\$26.90	\$27.65
Facilities Maintenance Technician 4	\$28.60	\$29.35	\$30.10
Facilities Maintenance Technician 5	\$30.60	\$31.35	\$32.10
Fleet Operator	\$24.25	\$25.00	\$25.75
HVACR Technician 1	\$20.38	\$21.13	\$21.88
HVACR Technician 2	\$24.25	\$25.00	\$25.75
HVACR Technician 3	\$26.15	\$26.90	\$27.65
HVACR Technician 4	\$28.60	\$29.35	\$30.10
HVACR Technician 5	\$30.60	\$31.35	\$32.10
Stationary Engineer Technician 1	\$20.38	\$21.13	\$21.88
Stationary Engineer Technician 2	\$24.25	\$25.00	\$25.75
Stationary Engineer Technician 3	\$26.15	\$26.90	\$27.65
Stationary Engineer Technician 4	\$28.60	\$29.35	\$30.10
Stationary Engineer Technician 5	\$30.60	\$31.35	\$32.10
Mobile Equipment Repair Technician	\$28.60	\$29.35	\$30.10
Storeroom Attendant 1	\$18.40	\$19.15	\$19.90
Storeroom Attendant 2	\$20.65	\$21.40	\$22.15
Storeroom Attendant 3	\$22.16	\$22.91	\$23.66

**APPENDIX B, GOLDBELT EAGLE, LLC BENEFITS SUMMARY**

Premera Medical PPO Option 1

Calendar year deductible \$250/individual, \$500/family for both in and out of network

Calendar Year out of pocket limit (in network) \$2,000/individual, \$4,000/family

Calendar Year out of pocket limit (out of network) \$4,000/individual, \$8,000/family

(In Network) \$15 co-pay then plan pays 100% for: Office Visits/Exams, Preventative Services, Urgent care facility, Chiropractic Service

Outpatient Surgery-\$150 co-pay then plan pays 100%

Inpatient Hospital- \$300 co-pay then plan pays 100%

Emergency Room-\$150 co-pay then plan pays 80% after deductible (co-pay waived if admitted)

Premera Medical PPO Option 2 (in network benefits only)

Calendar year deductible \$750/individual, \$1,500/family

Calendar Year out of pocket Limit \$4,000/individual, \$8,000/family

\$25 co-pay then plan pays 100% for: Office Visits/Exams, Preventative Services, Urgent care facility, Chiropractic Service

Outpatient Surgery-\$150 co-pay then plan pays 80%

Inpatient Hospital- \$300 co-pay then plan pays 80%

Emergency Room-\$150 co-pay then plan pays 80% after deductible (co-pay waived if admitted)

Monthly Premium Cost

Premera BCBS			
Option 1:	EE Monthly Cost	Employer Monthly Cost	Total Monthly Cost
EE Only	\$105.34	\$397.79	\$503.13
EE+SP	\$205.36	\$926.70	\$1,132.06
EE+CH (REN)	\$166.70	\$713.83	\$880.53
EE+FAM	\$299.83	\$1,209.59	\$1,509.42
Option 2:	EE Monthly Cost	Employer Monthly Cost	Total Monthly Cost
EE Only	\$90.37	\$355.19	\$445.56
EE+SP	\$174.11	\$828.42	\$1,002.53
EE+CH (REN)	\$142.00	\$637.78	\$779.78
EE+FAM	\$256.64	\$1,080.07	\$1,336.71

## APPENDIX C, URS CORP. BENEFITS SUMMARY

### Medical Plan Design

PPO, zero deductible co-insurance arrangement

### Plan Provisions

Annual Deductible for individual and family if in-network	Zero Deductible
Out of pocket maximum Individual Network(Co-Insurance limit)	\$ 2000
Out of pocket maximum Family Network (coinsurance limit)	\$4000
Annual deductible if out-of-network for individual	\$750
Annual deductible if out-of-network for family	\$1500
Coinsurance limit individual, out of network (include deductible)	\$4000
Coinsurance limit Family, out of network (include deductible)	\$8000

Network coinsurance payment for Hospital, including in-hospital Rx, ER True emergency, Preventive Care, Other Care -- are all paid at 85% of charges by the plan; Employee pays 15%. For non-emergency ER visits, plan pays 50%; Employee pays 50%. Because plan rates already set, no charges should exceed recognized charges.

Non-network coinsurance payment for Hospital, including in hospital Rx, ER True emergency, Preventive Care, Other Care - are all paid at 70% of charges recognized by the plan; Employee pays 30%. Charges that exceed recognized charges are paid by the Employee.

Medical Flexible Spending Account is available to put aside pre-tax money to pay for coinsurance payments.

Mental Health coverage must be coordinated through Magellan Behavioral Health in order to have medical coverage- no lifetime limits.

The current cost share of 92% Company, 8 % Employee for the cost of coinsurance premiums will remain in effect for the duration of this agreement.

The parties will meet to explore the possibilities of a health savings account and independent dental and vision plans for those Employees opting out of the Company provided health coverage.