
AGREEMENT
BETWEEN
TIPTON-FSI JOINT VENTURE LLC

AND

LABORERS LOCAL 386,
OPERATORS LOCAL 181,
PAINTERS LOCAL 500, and
TEAMSTERS LOCAL 236

November 15, 2019 THROUGH May 31, 2023

TABLE OF CONTENTS

Preamble.....	3
Article 1: Recognition.....	4
Article 2: Union Security and Referral.....	5-7
Article 3: Non-Discrimination.....	8
Article 4: Management Rights.....	9
Article 5: Local Union Representative.....	10
Article 6: Wage Rates and Pay Day.....	11
Article 7: Meal Allowance.....	12
Article 8: Work Day Schedule.....	13
Article 9: Staggered Work Week.....	14
Article 10: Overtime.....	15-16
Article 11: Subcontracting.....	17
Article 12: Reporting Time.....	18
Article 13: Work Stoppages.....	19
Article 14: Settlement of Disputes.....	20-21
Article 15: Holidays.....	22
Article 16: Paid Time Off.....	23-26
Article 17: Leave of Absence.....	27
Article 18: Dues Check-off.....	28
Article 19: Severability.....	29
Article 20: Group Employee Benefits.....	30-31
Article 21: Complete Agreement and Duration.....	32
Schedule A:	33

Preamble

The Agreement is made and entered into by and between Tipton-FSI Joint Venture LLC and its members, Kellie W. Tipton Constructin, Inc. and Facilities Services Management Inc., hereinafter referred to as the "Company" and Teamsters Local 236, Laborers Local 386, Painters Local 500, Operators Local 181, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment of employees of the Company working in job classifications under this Agreement at the Company's facility located at Land Between the Lakes.

Article 1: Recognition

The Company recognizes the Union as the exclusive bargaining representative of all regular full-time and part time employees, employed with respect to rates of pay, wages, hours of work, and other conditions of employment for the labor classifications listed in Schedule A and employed by the Company at its Land Between the Lakes Job Site, but, excluding managers, supervisors and all other employees.

In the event it becomes necessary or advisable to establish a new job classification in the Bargaining Unit, it is agreed that the Company will establish the wage rate for that position, but must notify the Union of the proposed classification, position description and wage rate, and must negotiate the rate if requested by the Union. Such negotiation may take place remotely via telephone and/or email.

Article 2: Union Security, Referral and Seniority

In recognition of the seasonal aspects of some job classifications in this contract, employee seniority will be defined as the initial hire date of the employee for dedicated work under the existing and/or preceding LBL Maintenance contract(s), regardless of if they are considered full time or a seasonal employee to the Company. However, a seasonal employee must have continuously worked each season. The Union may be responsible to provide final determination of seniority based on the historical hire date records, if necessary.

The Company recognizes seniority as a consideration in lay-offs and recalls secondary to the qualifications and experience of the employee. When the qualifications and experience of two or more employees are equal, the most senior employee in each classification and location shall be laid off last or called back first. Senior employees will be given the option to code down versus being laid-off so long as equal or lower craft positions are available and the employee has the experience and is qualified for the position they are coding down to.

Each newly hired employee shall undergo a probationary period, which shall consist of their first ninety (90) days of employment with the Company. The company retains its right to reject any candidate subject to the probationary period. Seasonal workers recalled from lay-off shall not be required to undergo a probationary period.

A non-probationary, full time (seasonal or non-seasonal) employee who is laid-off shall have call-back rights for a period of one (1) year. It is the responsibility of the laid-off employee to keep the Company advised by certified mail, email or phone of any changes in his mailing address. The Company shall be considered to have fulfilled its obligation for recall by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company his intent to return to work not more than seventy-two (72) hours after receipt of certified notice from the Company; thereafter, the employee will have a maximum of seven (7) calendar days to report for duty. The Company agrees to notify the Union of the need to rehire a former employee if available, who has previously worked at LBL within twelve (12) months from the last date of employment. The Company agrees to notify the Union of the rehire action and provide the name and telephone number to the Union of the employee.

An employee's seniority shall be terminated upon the occurrence of any of the following events:

- The employee is discharged for just cause.
- The employee voluntarily quits.
- The employee has been on layoff status in excess of one (1) year.

- The employee fails to express to the Company his intent to return to work and/or does not return to work when called back to work after having been laid-off.
- The employee retires and/or becomes permanently disabled.
- The employee fails to report for work and fails to notify the Company for three (3) consecutive days. An exception will be if the circumstances caused by the Employee's illness or accident make it impossible for the Employee to report or for anyone else to report for the Employee.
- The Employee fails to renew a leave of absence; except when circumstances caused by the Employee's illness or accident make it impossible for the Employee to report or for anyone for the Employee.

Any full-time openings (permanent or seasonal) within the Company related to the LBL contract shall be posted on the on-site Company bulletin board for a period of five working days. Given the large area within LBL the Company shall endeavor to post the job openings in a manner that all employees will have an opportunity to view the posted job opening. The Company will supply a list of the names and last known phone numbers, to the Job Site Representative, of any employee who is not working during the five (5) days; whether due to seasonal layoff or approved leave. The Job Site Representative shall be allowed the necessary time and access to a phone to notify any employee who is not working during the five (5) days. Any qualified employee of the Company may bid on the opening. If there are two or more qualified employees, seniority would prevail for work under the existing LBL Maintenance contract(s), regardless if they are considered full time or a seasonal employee to the Company. In the event the Company deems there to be no qualified internal candidates, the Company will proceed to call the Union for referrals and/or advertise the position.

The Union agrees that the company may self-perform work within the classifications in Schedule A with non-bargaining unit personnel under the following circumstances:

- Off-shift or emergency conditions after attempting to contact bargaining unit employees. Non-bargaining unit staff may provide initial response activities until bargaining unit employees arrive onsite.
- Operation of Company equipment during an emergency situation when there is no qualified bargaining unit staff present to run the equipment, during normal situations when there are no qualified bargaining staff on the LBL premises to run the equipment, or to train bargaining unit staff on the safe operation of the equipment.
- Safety oversight to accompany/assist bargaining unit employees performing work.

This section is not allowed through current law. However, if this section becomes permissible by virtue of a change in applicable law whether by legislative or judicial action, the provision of this Section held valid shall immediately apply and will take effect thirty (30) days after notification is given to the employees by the Union. As a condition of employment, all employees shall be required to become and remain a member of the Union in good standing, effective on or after the 30th calendar day following the beginning of employment.

Article 3: Non-Discrimination

The Company and Union will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin, disability or Veteran status, including Vietnam era veterans and any other class protected by state or federal law.

Article 4: Management Rights

The management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to establish, modify or continue policies, practices, and procedures for the conduct of the business, supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for just cause, which includes, but is not limited to violations of the project rules and regulations, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services and which services employees shall perform, to direct, instruct and control employees, including, but not limited to the determination of the number and qualification of employees to perform work, the quality of work standards and the required employee performance to meet such standards, to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work and to perform all other functions in the administration, management, control and/or direction of the business.

It is agreed that the Company may implement reasonable project rules and regulations and that such rules and regulations will be distributed to all in-unit union represented employees on the project.

It is understood that these rules and regulations will be consistent with the terms of this Agreement.

Violations of the project rules and regulations are just cause for disciplinary actions subject to the grievance procedure of this Agreement.

It is understood that all employees will work together harmoniously as a group and as directed by the Company. After staffing by class jurisdictional classifications, the Company's operation requirements may require the assignment of workers off of their regular skill classification under regular operating conditions. The Company may assign work to those employees who in its judgment are qualified to safely and efficiently perform the work. Traditional Craft jurisdictional lines may not be observed in making work assignments. In utilizing employees, it is the responsibility of management to assign work such that employees apply the skills for which they are trained and possess.

The Company retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

Article 5: Local Union Representative

Officials of any of the signatory Unions will be provided access to the projects covered by this Agreement. Requests will be arranged through the Company for such visitations in keeping with the Company's uniform rules of safety and security as expeditiously as possible. A Job site Representative will be selected by the Union. Also, each Local union signatory to this Agreement may designate a working journeyman as steward. The Job site Representative shall have qualifications to provide leadership, maintain harmonious relations among employees and with the Company and shall conduct business in a respectful and business-like manner. He/she shall be a qualified working craftsman, designated to act as a representative for Unions signatory to this Agreement.

The Job site Representative will be allowed reasonable time necessary to meet with supervision/management and the employee for grievance processing or representation.

The Job site Representative will be paid up to ten (10) hours of his/her regular rate of pay for contract negotiations.

The Job site Representative will coordinate such time with his/her immediate supervisor.

Article 6: Wage Rates and Pay Day

Wage rates for work performed by employees under this Agreement are set out in Schedule "A" which lists the basic wage rate for each classification.

Wages will be paid semi-monthly on the 25th of the month for the 1st through the 15th of the current month and on the 10th of the month for the 16th through the last day of the previous month.

The company shall pay hourly rates of pay for the classifications indicated on Schedule "A" on the effective dates indicated on the schedule. Employees shall be paid the rate of pay for the number of hours they work in an assigned classification. Employees may be assigned to work in any classification for which the Company deems them to be qualified.

Article 7: Meal Allowance

Meal allowance is only applicable to “unscheduled” overtime as approved by their supervisor. If an employee is not notified by the end of his/her previous work day schedule of the overtime requirement for the following day, he/she is entitled to a \$10 gift card meal allowance if he/she works more than three (3) hours beyond his/her scheduled work day schedule.

This provision will be repeated each four (4) hours of overtime thereafter. The 2nd four (4) hour period will begin after the first meal has been completed. The \$10.00 gift card or the hot meal is at the discretion of the Company.

Article 8: Work Day Schedule

Normal workweek schedule consists of forty (40) hours, Monday through Friday, for those job classifications that the Company requires to work this schedule. A normal workday schedule is eight (8) hours. This article does not preclude the Company from setting other work hours to meet contract work demands. Nothing in this Article shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours per week.

The employee will be permitted a thirty (30) minute lunch break after the first four (4) hours of work in an eight (8) hour workday. Said lunch break will be considered off-duty time.

If an employee is required by their supervisor or as required by the work being performed, to take a lunch break more than one (1) hour prior to or more than one (1) hour beyond his/her regular scheduled lunch period, he/she shall be paid for the lunch period at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay. The rate of pay will be based on the craft classification being performed at the time the work is being performed.

Article 9: Staggered Work Week

Job sites requiring continuing maintenance or modifications on a seven-day basis can be established. When a seven-day staggered workweek is established, it is understood that the employees shall receive two (2) consecutive days off in lieu of Saturday and Sunday. For overtime provisions, see Article 10.

The Company will provide five (5) days advance notice to the employee and Union when there is a change in the staggered work week schedule.

Article 10: Overtime

The provisions of this Article are intended to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

Overtime will be approved by the supervisor prior to being worked. Overtime pay will be based on the craft classification being performed at the time the overtime work is being performed.

SCHEDULED OVERTIME: Scheduled overtime work shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay for all hours worked in excess of forty (40) hours in a workweek. The employee must be notified before the completion of the previous day's work. Otherwise, the overtime hours worked will be considered "unscheduled overtime" work and therefore not subject to the 40 hour workweek overtime provision.

UNSCHEDULED OVERTIME: Unscheduled overtime work is subject to the actual hours worked beyond the employee's normal eight (8) hour workday schedule. Such overtime hours will be paid at one and one-half (1-1/2) times the employee's regular straight time rate of pay.

CALL-IN: Call-in work hours will be paid in accordance with the following:

1. An employee who is called in to work prior to the start of his/her regularly scheduled work hours and who continues to work his/her regularly scheduled hours will be considered as working overtime only during the hours he/she worked outside his/her regular schedule and will be paid one and one-half (1-1/2) times the employee's regular straight time rate of pay for the overtime.
2. When an employee is called in to work on Saturday, or first scheduled day off, the employee shall be paid not less than four (4) hours at one and one-half (1-1/2) times the employee's regular rate of pay for the work performed.
3. When an employee is called in to work on Sunday, or second scheduled day off, the employee shall be paid not less than two (2) hours at two (2) times the employee's regular straight time rate of pay for work performed.
4. When an employee is called in after the established quitting time of his/her regular shift, he/she shall be paid not less than four (4) hours at one and one-half (1-1/2) times the employee's regular straight time rate of pay. If

he/she works beyond the four (4) hours, he/she shall be paid for the actual hours worked at one and one-half (1-1/2) times the employee's regular straight time rate of pay.

5. If there is an overlapping of an employee's time from the 5th day to the 6th day, the 6th day to the 7th day or holiday as a result of a call-in from one day to the next, the employee shall be paid under the fore (4) hour provision as outlined in paragraph 2 above at one and one-half (1-1/2) times the employee's regular straight time rate of pay. At no time will the employee receive the four (4) hour guarantee more than once for any one call-in.
6. On a call-in when guaranteed hours prevail, the Company may require the employee to work the necessary time guaranteed by the Company.
7. When an employee is called in on a Federal Holiday the employee shall be paid not less than four (4) hours at two (2) times the employees regular rate of pay for work performed plus eight (8) hours Holiday pay.

Employees who have worked overtime during the workweek shall not have their regular work schedule altered for the purpose of avoiding the payment of overtime.

Article 11: Subcontracting

The Union acknowledges that the Company will utilize, at its sole discretion, subcontractors to perform work on this Contract when necessary to meet contract requirements due to timeliness, lack of manpower capability, lack of equipment, or when directed by its Client. However, the Company agrees that during the terms of this Agreement it will not subcontract work of the kind or character performed by the Bargaining Unit employees for the sole purpose of displacing Bargaining Unit employees.

If the Company determines the necessity to subcontract, the Company will notify the Unions. The Unions will have the opportunity to provide a list of Union contractors to the Company. The bid will be open to both union and non-union contractors and awarded on the basis of best value.

Article 12: Reporting Time

Reporting Pay:

When an employee reports to work on any work for the established and pre-approved hours of his/her regular work schedule and is not given the opportunity to work because none was available and was not notified prior to arriving at work site, he/she shall be paid two (2) hours at the employee's basic wage rate.

When an employee starts to work, he/she shall be paid not less than four (4) hours, and if they work beyond the four (4) hours, they shall be paid for the actual time worked. It shall be the Company's prerogative whether or not to stop work.

Article 13: Work Stoppages

It is hereby agreed by the Union and the Company that the Union will not resort to strikes (which include stoppages or slow-downs of work) at the Land Between the Lakes National Recreation Area during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, sit-in, picketing, demonstration, concerted work stoppage or any intentional interruption of work, on the Land Between the Lakes National Recreation Area, during the life of this Agreement.

Any employee or employees engaged in the above prohibited activities on the Land Between the Lakes National Recreation Area shall be subject to disciplinary action and/or discharge.

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Article 14: Settlement of Disputes.

Any complaint, grievance or dispute arising out of the interpretation, application or performance of the provisions of this Agreement shall be settled in accordance with the following procedure.

Step 1. The aggrieved employee or employees shall take up the grievance within three (3) working days of the events giving rise to the grievance with his/her supervisor. The aggrieved may be accompanied by the job site representative, if the aggrieved so desires. The supervisor shall give his/her answer to the grievance within five (5) working days.

Step 2. If the grievance is not settled satisfactorily in Step 1, the grievance shall be reduced to writing by the aggrieved and submitted to the Project Manager or his/her designated representative within three (3) working days after the supervisor gives his/her answer. The written grievance must specify the Article and Section of this Agreement to have been violated, must be signed by the aggrieved employee or employees or Union and must specify the relief sought. At such time the employee may be accompanied, if he/she so desires, by the job site representative and/or the authorized local Union representative. The Project Manager shall give his/her answer to the grievance within ten (10) working days.

Step 3. If the grievance is not settled satisfactorily to the parties at Step 2, the Union may refer the grievance to mediation or binding arbitration through written notice to the Company within ten (10) working days of the Company's final answer given to the Union in Step 2. The Federal mediation and Conciliation Service (FMCS) will be contacted by the grieving party or Union representative to request a mediator to hear the matter.

If the dispute is not resolved through mediation, the grieving party may demand arbitration.

Should such a demand be made, the requesting party within thirty (30) calendar days of the demand will request the FMCS provide a panel of seven (7) arbitrators. The parties shall thereafter alternately strike one name from the list. The last name remaining shall be the arbitrator selected to hear the dispute, provided that either party shall have the right to reject the initial list in its entirety and to request a new list. The remaining arbitrator will hear the dispute. Both parties will coordinate with the arbitrator to set the date, time and place for the hearing that is mutually agreeable to the parties.

If the aggrieved employee and/or the Union does not take up the grievance within the time limits specified above, the grievance shall be deemed waived. If the Company does not answer the grievance within the time limits set forth in the various steps, the Union may immediately appeal that grievance to the next step in the grievance procedure.

The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based upon his/her interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the parties involved. The expenses of the mediator or arbitrator and other costs of the mediation/arbitration shall be divided equally between the Company and the Union.

Complaints regarding the termination of any employee shall go directly to Step 2 and will be handled promptly according to the grievance procedure herein provided. Such complaints must be filed within five (5) working days of discharge and must be made in writing. The Company must review and render a decision on the case within ten (10) working days after receipt of same.

At any of the steps in this Article, the time limits may be extended by mutual agreement between the Company and the Unions and confirmed in writing and/or by email.

Article 15: Holidays

The following holidays are recognized and Employees shall receive a day's pay for same:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

Holidays are observed on dates observed by the Federal Government. When those dates occur on a Sunday, the following Monday is observed as a holiday; and when those dates occur on a Saturday, the preceding Friday is observed as a holiday for employees whose workweek is non-staggered, Monday through Friday.

An employee required to work on a designated holiday shall be paid at a rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay. The employee shall also receive the holiday pay of one day's (8 hours) pay at the employee's regular straight time rate of pay.

Anytime, throughout the term of this contract that another Federal Holiday is declared and applicable to contractor personnel and the Contracting Officer incorporates said holiday into the Contract, it shall be considered a holiday under the terms of this agreement.

Article 16: Paid Time Off

Purpose:

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employees' choice. The Organization's goal is to reduce unscheduled absences and the need for supervisory oversight.

Guidelines for PTO use:

All full-time employees (permanent or seasonal) that have completed the Probationary Period with the Company are eligible to receive PTO. An employee must consistently work thirty (30) hours per week while on the Company payroll in order to be considered a full-time employee equivalent. Employees not considered to meet the requirements of a full-time employee are not eligible to accrue or receive PTO.

Employees begin to accrue PTO on the first day of employment. While employees are still in the Probationary Period PTO will be accrued, but cannot be used. Once the Probationary Period has been completed, employees are able to use any accrued PTO hours.

PTO is earned and accrued based on employee anniversary/service date and the following schedule. Accrual rates per pay period will be computed by dividing the number of applicable PTO hours by the number of pay periods in a year.

<u>Complete years of service</u>	<u># of PTO hours per Year/Pay Period</u>
From hire – 7 years	80/3.33
8 – 14 years	120/5.00
15 + years	160/6.67

PTO must be taken in the anniversary year earned, but employees shall be allowed to take ten (10) hours of accrued PTO into the new anniversary year. Every effort will be made by project management to allow employees to use PTO when requested in order to take it before the end of their anniversary year. If contract obligations require that an employee's PTO be postponed and it cannot be rescheduled before the end of the employee's

anniversary year, then management will provide a written authorization to carry over that portion of the PTO to be taken in the next anniversary year.

Up to forty (40) hours of unearned PTO in any given contract year may be scheduled with management's approval. In the event of termination of an employee for any reason, taken or paid PTO not yet earned shall be deducted from unpaid wages.

Upon an employee's termination with the Company, the employee shall receive PTO pay in the amount accrued but not taken in the next regularly scheduled pay date.

PTO is not earned in pay periods during which unpaid leave, short or long-term disability leave or workers' compensation leave are taken.

To take PTO requires ten (10) business days of notice to the On-site Supervisor unless the PTO is used for legitimate, unexpected illness or emergencies (use the Leave Request form to request PTO). In all instances, the employee's supervisor must approve PTO in advance. The Company appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

Paid Time Off (PTO) Exceptions:

Employees who miss more than three (3) consecutive unscheduled days may be required to present a doctor's release to the Principal Office Management that permits them to return to work.

PTO accrued prior to the start of a requested and approved unpaid leave or absence must be used to cover hours missed before the start of the unpaid leave.

Jury Service and Witness Leave:

The Company encourages employees to serve on jury duty or witness duty when called. You must notify your On-site Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or subpoena is received. If the appearance in court is unscheduled or

an emergency appearance, advance notice is not required, but you are required to notify our On-site Supervisor as soon as possible.

Employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty or due to appearing in court. Verification from the court clerk of having served is required. On the days you take off from work to perform jury duty or witness duty, you will be expected to return to work for the remainder of your work schedule if time permits.

Voting Leave:

If you cannot vote in a federal or statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. The Company will pay you for up to the first two hours of absence from the regularly scheduled work that is necessary to vote in a federal or statewide public election. Any additional time off will be without pay. You must give reasonable notice to your On-site Supervisor of the need to have time off to vote and must give at least three (3) days notice when three (3) days notice is possible.

Bereavement Leave:

All employees are paid for up to three (3) days of Bereavement Leave per calendar year in the event of death of an immediate family member (spouse, child, stepchild, parent, stepparent, grandparent, brother, sister, stepsister, stepbrother, father-in-law, or mother-in-law). If more time is needed, the employee may use discretionary, unpaid leave.

Sick Leave:

It is understood by the Union that this leave is intended for sick leave and to fulfill any future obligation the Employer may have in order to comply with any state or federal laws regarding mandatory sick leave. It is further understood that in order to comply with any such laws, the Employer may

change the language of this section, but will not reduce the total number of days allowed in this section without further negotiation with the Union.

Each Employee covered under the terms of this Agreement shall be entitled to Sick Leave/PTO at the employee's regular rate of pay. Sick Leave/PTO will accrue at the rate of one (1) hour per every thirty (30) hours paid to a maximum of fifty-six (56) hours per Contract year or anniversary year for the new employees hired after the beginning of the current Contract. Employees may use unused, accrued sick leave as PTO with at least forty-eight (48) hours prior notice and with consideration to the Employer's operation. Sick Leave/PTO may not be taken in increments of less than one (1) hour. Employees may accrue no more than fifty-six (56) hours of Sick Leave/PTO at any one time. Excess accruals will be forfeited and upon termination an Employee will not be entitled to pay for any unused Sick Leave/PTO. If an Employee is rehired within twelve (12) months of termination, any prior unused Sick Leave/PTO will be reinstated.

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

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

Article 17: Leave of Absence

Unpaid Leaves of Absence will be granted in accordance with the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Where allowed, all available PTO and Sick Leave must be used before any unpaid leave is taken.

No leave of absence shall be granted to any employee to engage in other employment. A violation of this provision shall result in immediate termination of employment. The company will inform the Union of all employees on a leave of absence.

Article 18: Dues Check-off

The Company agrees to withhold the payment of dues or fees from each Bargaining Unit employee after payroll deduction authorization is submitted by the Union.

1. Deduction of dues will commence at least one full pay period after the Company receives notification of deduction authorization, with the first deduction taken from the 25th of the month paycheck. Dues will be divided by two (2) and deducted from each semi-monthly check.
2. The Company agrees that, upon receipt of a voluntary authorization from the employee, to deduct from the employee's check each month, initiation fees, dues and such other uniform obligations owed to the Unions as may be legally deducted. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders or judgments brought or issued against the Company as a result of any action taken or not taken by the Company pursuant to any written or oral communication from the Union regarding provisions of this Article. Voluntary authorization forms shall be furnished by the Union to employees. The Company shall notify the Union, through the Local Union financial Secretary, of all new employees who have completed thirty (30) days of employment.
3. Monies collected by the Company for the Union dues will be remitted to the Union on a monthly basis and by the 15th of the following month.

Article 19: Severability

Should any provision of this Agreement or any application thereof be or become unlawful by virtue of any federal or state law or for any other reason, such provision or application thereof shall be considered null and void and this Agreement shall, in all other respects, continue in full force and effect for the remainder of the term thereof. Furthermore, the Union and the Company agree to meet within ninety (90) days and confer on any ruling invalidating an Article, Section or portion of this Agreement to negotiate a lawful provision on the same subject, if practicable.

Article 20: Group Employee Benefits

401K Benefits

Employees can make “before tax” contributions between 1% and 100% of their compensation, subject to the annual maximum amount allowed by law.

Company Matching Funds

The Company will match 100% of the first 3% of your contribution, plus 50% of the next 2%.

Vesting

Employee contributions are always 100% vested.

Employer contributions are 100% vested.

Medical, Dental and Vision Insurance:

All full-time (permanent or seasonal) employees are eligible for benefits under the Company’s group insurance plans after completion of the plan’s eligibility period. An employee is eligible for benefits on the 1st day of the month after they have completed 60 days of employment. The Company reserves the right to modify the medical program or other benefits at any time. An employee must consistently work thirty (30) hours per workweek in order to be considered a full-time employee and eligible to participate in the Company health insurance program. The benefit plans offered by Kellie W. Tipton Construction, Inc. and Facility Services Management, Inc. may vary, but each employee will receive the applicable SCA fringe rate for an employer subject to EO 13706. At a minimum, enrollment in employee only health insurance coverage is required for the employee unless the employee can show that coverage is being provided by another group health insurance policy and declines the health insurance offered by the Company. Enrollment in other Health & Welfare benefits may be required, subject to any laws that the Company must comply with. Employees may also elect health, vision, and dental benefits coverage for their eligible dependents, subject to the terms of the benefit plans.

The Company will contribute the sum per hour paid, on all non-overtime hours paid, up to 2,080 hours per year, to each full-time employee as set out in the applicable SCA wage determination for the fringe rate amount for contracts subject to EO13706 to be used to cover the cost of the employee's elected benefits. The contribution will first be allocated to the cost of the employee only group health insurance, then to the cost of any other elected group benefits and any remainder will be contributed to the Company's 401K plan. If the cost of the selected benefits exceeds the H&W contribution, the remainder will be deducted from the Employee's paycheck

Details of these programs are available in the summary plan descriptions.

Article 21: Complete Agreement and Duration

Complete Agreement:

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters, not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this Agreement.

Duration:

This Agreement shall become effective as of the 12:01 AM, on November 14, 2019 and after this date it shall continue in full force and effect until midnight of the 31st day of May, 2023 and thereafter from year to year unless terminated or amended as provided herein.

If either party to this Agreement should desire to renew, revise or terminate this Agreement, then not less than sixty (60) days nor more than one-hundred twenty (120) days prior to the end of the above Agreement day of the 31st day of May, 2023, a request will be made in writing via registered mail to the other party.

Signed and executed this _____ day of _____, 2019

For the Company:

For the Union:

Schedule A Wage Rates

Job Classification	June 1, 2020	June 1, 2021	June 1, 2022
Carpenter, Maintenance	\$23.39	\$23.86	\$24.34
Carpet Layer	\$20.72	\$21.13	\$21.55
Custodian	\$16.34	\$16.67	\$17.00
Dry Wall Installation	\$22.93	\$22.93	\$22.93
Electrician, Maintenance	\$24.24	\$24.72	\$25.21
General Maintenance Worker	\$20.31	\$20.31	\$20.31
HVAC Mechanic	\$22.93	\$22.93	\$22.93
Heavy Equipment Operator	\$24.19	\$24.67	\$25.16
Laborer	\$16.34	\$16.67	\$17.00
Maintenance Trades Helper	\$17.79	\$18.15	\$18.51
Heavy Equipment Mechanic	\$24.19	\$24.67	\$25.16
Vehicle/Equipment Mechanic	\$20.72	\$21.13	\$21.55
Mason	\$20.72	\$21.13	\$21.55
Painter, Maintenance	\$22.93	\$22.93	\$22.93
Plumber, Maintenance	\$23.39	\$23.86	\$24.34
Receiving Clerk	\$17.09	\$17.43	\$17.78
Tile Setter	\$20.72	\$21.13	\$21.55
Truck Driver-Medium	\$21.55	\$21.98	\$22.42
Truck Driver-Heavy	\$23.53	\$24.00	\$24.48
Water Treatment/Wastewater Operator	\$24.19	\$24.67	\$25.16
Water Treatment/Wastewater Operator Chief	\$24.80	\$25.30	\$25.81
Welder	\$23.39	\$23.86	\$24.34

Danger Tree Cutter will receive the Electrician Rate

Chainsaw Operator will receive the General Maintenance Worker Rate

Pump Truck Operator will receive the Truck Driver-Medium Rate if they do not possess CDL's or the Truck Driver-Heavy Rate if they do possess CDL's