

Agreement between
CSC ELECTRIC, LLC

AND

INTERNATIONAL UNION of OPERATING ENGINEERS
LOCAL 428

Effective Date: August 1, 2017
Termination Date: July 31, 2020

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PURPOSE

It is the intent of the parties to establish a basic agreement covering wages, hours of work and conditions of employment at all properties maintained by CSC Electric, Appendix A, in Arizona and all its represented employees. This agreement shall require all such work performed by the company to proceed continuously and uninterrupted and in an efficient and economic manner without work stoppage, slowdowns, or any other interference with work progress.

The parties recognize the unique nature and purpose of the work performed by CSC Electric, LLC, and its importance to the nation's national defense. The parties therefore acknowledge that special considerations, approaches and solutions to management problems are essential to the performance of work covered by this Agreement. These special considerations form the basis of this Agreement to affect binding methods for the settlement of all misunderstandings, disputes and grievances which may arise during the term of this Agreement.

ARTICLE 1 AGREEMENT

Section 1. This Agreement, effective August 1, 2017, is made and entered into by and between CSC Electric LLC, (hereinafter called the "Company"), and International Union of Operating Engineers, Local 428, AFI-CIO (hereinafter called the "Union").

ARTICLE 2 UNION RECOGNITION AND SCOPE OF AGREEMENT

The Company recognizes the Union certified by the National Labor Relations Board, (Case No. 28-RC-109612, CSC Electric, LLC & International Union of Operating Engineers, Local 428, AFI-CIO) as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time and regular part-time facilities maintenance mechanics employed by the Employer working at all buildings maintained by the company, but excluding all other employees, clerical employees, guards, and supervisors as defined in the Act. The word "employee" or "employees", as used in this Agreement means all employees of the Company in job classifications listed in Appendix "B" of this Agreement and those added pursuant to Article 24 of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The Company reserves and retains, solely and exclusively, all of its Common Law rights to manage the business in compliance with its prime contract, and terms and conditions of this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the sole and exclusive rights of management shall include but are not limited to its right to determine prices of products and services, levels of service, volume of production, methods of financing; to drop a service or product line; to sell or lease the business or modify policies, practices or procedures; to determine and from time to time re-determine the number, location, relocation and types of its operation, and the methods, materials, equipment and facilities to be employed; to determine the number of hours per day or per week services or operations shall be carried on; to select and to determine the number and qualifications of persons to be employed or assigned specific jobs; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate

for just cause and consistent with employee manual or otherwise relieve employees from duty for lack of work; to determine the fact of lack of work; to make and enforce rules for the maintenance of discipline consistent with employee manual; to suspend, discharge or otherwise discipline employees and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the business. Such determination of lack of work shall be made by the Company, in its discretion; however, the Company shall communicate with the Union prior to laying off any employees and agrees to objectively determine whether non-productive man-hours exist and whether a reduction in staffing is necessary in order to maintain the efficiency of the Contract.

Section 2. The Company and Union agree there will be no restrictions on production and promoting efficiency and all work shall be performed in a safe and healthful work manner under OSHA guidelines. The Union will encourage and advise employees to exhaust every effort, ways and means to perform work of good quality, quantity, and safe execution.

Section 3. The Company shall be responsible for the selection of Lead personal, including the number required.

Section 4. The Company and the Union agree that the lead personnel shall be working leads.

Section 5. Employees shall be at their place of work as designated by the Company at the starting time and shall remain at their place of work performing their assigned functions until quitting time. Required preparatory work shall be compensated as time worked. The Company agrees to furnish transportation during working hours if employees are required to move from one job site to another. However, this shall not preclude any requirements stated on an employee's position description.

ARTICLE 4 NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any employee on account of race, color, creed, national origin, political belief, sex, age, religion, sexual orientation, veteran's status or disability, or because any employee exercised his/her rights under any federal or state law. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit.

ARTICLE 5 UNION REPRESENTATION

Section 1. The Union shall make all steward appointments and there shall be one steward for each scheduled shift.

Section 2. The Union shall maintain and supply a complete written list of all authorized stewards to the Employer.

Section 3. The Employer agrees that in the event it plans to transfer a steward, from one work shift and/or shop to another for a period of more than 2 consecutive work days, it will inform the Union one (1) calendar day prior to taking such action, except when emergency conditions or requirements preclude such advance notification.

Section 4. Upon prior notice of at least one (1) hour to the Project Manager, authorized representatives of the International Union of Operating Engineers, Local 428, AFL-CIO shall have access to Employer's establishment during working hours to deal with disputes, investigate working conditions and monitor adherence to the Agreement. All visitors must notify the Shop Supervisor prior to or at the time of the visit, before meeting with

an employee, so that such visits do not unduly interfere with the Employer's operation. All visits are subject to Government regulations.

Section 5. It is agreed upon and understood that Stewards and Chief Stewards shall be a productive, contributing and working employee of the Employer subject to all the normal and usual rules and regulations of any other employee. However, the Stewards may take a reasonable time (as needed not to exceed 4 hours per pay period combined) during duty hours to carry out their bonafide authorized representational responsibilities to the employees in the unit. However, under unusual circumstances, the parties may mutually agree to increase or decrease the amount. Employees who are otherwise in a duty status will remain in that status when discussing a grievance with Council representative and/or meeting with representatives of the Employer. Stewards shall track time on timesheet.

Section 6. Each Steward's activities will normally be within his assigned work area or activity. When it becomes necessary for a Steward to leave his work site on appropriate matters related to his representational duties, he will request permission, advise where he is going, how long he expects to be gone, and the general nature of his business. Upon entering a work area other than his own, the Steward will first advise the appropriate supervisor of his presence and the name of the employee to be contacted. If permission is denied, the Steward will be informed of the reasons for the denial and when he can expect to see the employee, normally within four (4) hours.

ARTICLE 6 JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. In order to assure effective communication between the Union and the Company, there will be quarterly meetings held between representatives of the employee complement and representatives of the Company. Such meetings will be scheduled by the Company with advance notice to all parties. If the parties agree that no items for discussion currently exist then they may choose to skip a meeting. Both sides will submit agenda items one (1) week in advance.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. All questions and disputes regarding this Agreement shall be governed under the following procedures. Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single grievance will be presented and the resolution of that single grievance shall be applicable and binding on each of the other employees who have identical grievances.

Step 1. When any employee covered by this Agreement feels a violation has occurred, the employee, through the employee's Business Representative, within ten (10) working days after knowledge of violation shall give written notice to the employees' immediate supervisor stating the Section alleged to have been violated and provide a clear, specific description of the alleged violation and remedy. Failure to submit any dispute within ten (10) working days of its occurrence renders the dispute null and void. The dispute shall be discussed between the aggrieved employee, the Business Representative, and employees' immediate supervisor within one (1) workday of notice. The company shall provide a written response to the grievance within 5 working days following the Step 1 meeting. If the dispute is not resolved, it may be referred to Step 2.

Step 2. The Union and employee may present a Step 2 grievance to the site Project Manager within 5 working days of receipt of the company response to the Step 1 grievance. The grievance must clearly present why the company is factually inaccurate or the difference of the interpretation of the Agreement

between the Union and the Company. The employee, Union Steward, Union Business Representative and the Project Manager (or his designee if unavailable) and other Company personnel deemed relevant by the company to the situation shall meet within one (1) workday of the receipt of the Step 2 grievance to further discuss new factual information or further address interpretation differences. Parties unable to physically attend may attend telephonically. The Company shall provide a written response to the Union within 5 working days of the Step 2 meeting. If the dispute is not resolved, it may be referred to Step 3.

Step 3. The Union may provide a written Step 3 grievance to the Company Operations Manager within 5 working days of the Company's Step 2 response. The grievance must clearly present why the company is factually inaccurate or the difference of the interpretation of the Agreement between the Union and the Company. The Company and the Union Business Representative shall schedule meeting (in person or telephonic) within 5 business days of receipt of the Step 3 grievance. The Company shall provide a written response to the Step 3 grievance within 5 working days of the Step 3 meeting.

Section 2. The parties may mutually agree to mediate any dispute prior to arbitration in accordance with the guidelines established by the Federal Mediation and Conciliation Service.

Section 3. Any grievance not resolved in accordance with Section 1, the Union may refer the grievance to binding arbitration, provided notice is given to the other party within ten (10) Working days of receipt of the Company's Step 3 response. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall alternately strike names from the list until only one name remains. This person shall be the arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

Section 4. The arbitrator shall have authority to resolve any grievance, which is properly in arbitration under this procedure as specified in Section 1 but shall not have the authority to add to, detract from, alter or modify this Agreement. Any decisions of the arbitrator shall be final and binding on the parties. Losing party pays costs of arbitration.

Section 5. The parties may extend the time limits in this Article by mutual agreement with such mutual agreement being in writing.

ARTICLE 8 DISCIPLINE, DISCHARGE AND PROBATION

Section 1. The Company shall discipline employees for violations of company policies. The company agrees for the purposes of discipline to use violations less than one (1) year old.

Section 2. The Company agrees that at the time it is proposed to discipline an employee, all charges shall be reduced to writing and a copy provided to the employee, the Steward and the Union.

Section 3. Employees who voluntarily resign will receive their wages within the next 5 days.

Section 4. Discharged/Terminated employees must surrender all keys, badges, and passes at the time of out processing. Discharged/Terminated employees will receive their pay in full within five (5) working days.

Section 5. All employees shall have the right to contest their disciplinary action(s), through the grievance procedure once they have completed their introductory period.

Section 6. All employees hired after the effective date of this agreement shall be on introductory period during the first ninety calendar days following their most recent date of hire. Such introductory employees may be disciplined or discharged without recourse by the employee or the Union to the Grievance Procedures of this Agreement.

Section 7. The parties agree to follow the company substance abuse policy and it is incorporated by reference. The International Union of Operating Engineers adheres to a policy of zero tolerance.

ARTICLE 9 TEMPORARY TRANSFERS

Section 1. An employee who is temporarily upgraded to a job classification carrying a rate of pay higher than his regular classification he or she shall receive the rate of pay applicable to the temporary job for all time worked in that temporary job. At the conclusion of the temporary upgrade, the employee will be returned to his original position of record and his original rate of pay restored. If an employee is temporarily transferred to a classification carrying a lower rate or same rate of pay the employee shall continue to receive his regular rate of pay. Such actions shall be deemed to be a temporary transfer.

It is not the intent of the Company to temporary transfer employees for extended periods of time to circumvent the principles of internal promotion.

Section 2. When it becomes necessary due to the lack of qualified available applicants to train an existing employee for a job that is in a higher classification, the union and company will mutually agree on a candidate. The successful applicant shall receive his or her existing rate of pay for no more than 90 days. Upon successful completion of the training, whenever that occurs, but no more than 90 days, the employee will be moved to the higher classification. If the employee fails to meet the minimum job requirements for the classification after 90 days the employee will be moved back to the prior position. An employee selected for training in a higher classification shall have the right of refusal without adverse effect on his performance evaluation.

ARTICLE 10 JOB VACANCIES/HIRING OF EMPLOYEES

Section 1 Promotions. When the Employer determines that a vacancy exists within a classification covered by this Collective Bargaining Agreement that is a logical progression of a lower classification the company may promote from within based on performance as a primary factor and seniority as a secondary factor.

ARTICLE 11 LEAVE OF ABSENCE

Section 1. Personal Leave of Absence

- (a) A personal leave of absence without pay for reasonable cause or for Union activities, may be granted for a period up to thirty (30) days, with written approval of the Program Manager at least fifteen (15) days in advance of such leave of absence, provided the employee's supervisor concurs that the employee can be spared from his/her regularly assigned job duties. Employees who are away for a period longer

than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer. Leave of absence shall not cause a change in seniority date. However, there shall be no accrual of benefits, no holiday pay for any holiday that falls during the period of leave, and no payment of wages/fringe benefits. Employees on a personal LOA may continue their medical insurance at their expense.

Section 2. Military Leave of Absence

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Service Employment and Re-employment Rights Act (USERRA), shall be granted all rights and privileges provided by the act.

Section 3. Family and Medical Leave Act

The company will comply with all State and Federal Family Leave Act regulations.

ARTICLE 12 JOB INJURY

Section 1. The Company will follow the Workers Compensation Act of Arizona.

Section 2. An employee may not return to work until receiving a 100% release.

ARTICLE 13 SAFETY AND HEALTH RULES AND EQUIPMENT

Section 1. The Company shall continue to make statutory required provisions for the safety and health of employees during their hours of employment.

Section 2. Employees shall take personal responsibility for their own safety by complying with all environmental, safety, and health rules established by the Company.

Section 3. Personal Protective Equipment shall be provided in accordance to OSHA standards.

ARTICLE 14 SITE SAFETY / SECURITY

Section 1. Company and Union agree to adhere to security and safety regulations as may be mandated by the government.

ARTICLE 15 SUBCONTRACTING

Section 1. The Company reserves the right to call upon other resources or subcontract work to independent contractors. The Employer will not contract out work which the members of the Union have historically performed unless required to augment the workforce on a short term, temporary basis. However, the company will first request a list of qualified candidates from the union to fill this need. The union will respond within forty-eight (48) hours or the company will exercise its rights.

ARTICLE 16 JOB CLASSIFICATIONS

When it becomes necessary to create or change a classification consistent with this bargaining unit the company will negotiate in good faith with the Union. The Company shall propose a rate of pay to the Union and if the Union agrees the parties shall execute a memorandum of agreement to Appendix B.

In the event an agreement is not reached between the company and the Union within five (5) working days from the date of submission, the Company may place into effect the new or changed classification at the proposed rate of pay. The proposed rate of pay may be subject to the grievance procedure if the Union does not agree.

ARTICLE 17 DAVIS-BACON

Section 1. The Company and the Union recognize that work performed by employees covered by this Agreement may fall under either the Service Contract Act or Davis-Bacon Act. When the work is Davis-Bacon work, the Company will pay the appropriate wage determination in effect for that contract period of performance. Current Davis-Bacon Act wages shall be posted on the employee/Union bulletin board and kept current.

ARTICLE 18 BARGAINING UNIT WORK

Supervisors may, as needed, perform any work assignment in the area of their supervision in emergency situations or short-term assignments wherein no employee in the Bargaining Unit is available who is capable of doing such work. Further, there shall be no restrictions on a member of supervision in the instruction or training of an employee or group of employees.

An emergency is defined as an unforeseen set of circumstances that require immediate action.

ARTICLE 19 NO STRIKES - NO LOCKOUTS

Section 1. The union agrees that it shall not cause interruptions in, or impediments to, the Employer's operations nor shall there be any stoppages, strikes, or lockouts during the life of this Agreement arising out of disputes or grievances. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article 8. This agreement includes a strike, concerted slowdown, sit-down, stay in, walkout, stoppage of work, interference with work and illegal picketing of any of the Company's operations.

Section 2. The Union agrees that in the event of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of the employees of the Employer, or of the Union or official thereof, the Union and the Union's Stewards shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article 8. The obligation of the Union in regard to this Article shall be limited to the performance of its obligations expressed in this Article, and provided that the Union fully complies with those obligations, the Union officers and agents shall have no further liability during the term of this contract or thereafter, for any damage suffered by the Company arising from or out of any stoppage or strike. The Employer acknowledges that stewards are not authorized to act for the Union in connection with any strike, slowdown or other job action, or in connection with amending the terms of this Agreement.

Any employee or employees who violate the terms of this Article shall be subject to immediate discharge by the Company.

ARTICLE 20 UNION DUES CHECK-OFF

Section 1. UNION CHECK OFF

- (a) The Employer and the Union hereby agree that a system will be developed and maintained for the purpose of assisting the Union and its members in the collection of dues, initiation fees and other assessments from employees all on a uniform basis and in accordance with the requirements of Section 302 of the National Labor Relations Act.
- (b) Payment will be made on or before the 15th day of the succeeding month and will be remitted by the Employer to the International Union of Operating Engineers Local 428 set forth in this Agreement.
- (c) International Union of Operating Engineers, Local 428, AFL-CIO will exercise the prerogative of determining the amounts and schedule of deductions. It is understood and agreed that the amount to be deducted will from time to time change. The Employer does hereby agree to deduct any increased or decreased amounts not later than thirty-one (31) days (but not earlier than the beginning of the next Trust Fund reporting period) from receiving written notification from the Union that the amount to be deducted and remitted has been changed.
- (d) All members are solely responsible for payment of their monthly dues when the member is on unpaid status.

Article 21 Bereavement leave

Section 1. In the event of a death in an employee's immediate family, the employee will notify his/her Project Manager to obtain approval for time off from work.

Section 2. All full-time shall be eligible for time off from their regularly scheduled work days with straight time pay for up to five (5) days paid leave. If an employee requires more Bereavement Leave and does not have Sick/Personal or Vacation Leave available, the employee may be granted upon request an additional two (2) days leave without pay.

Section 3. Proof of death, such as death certificate or an obituary notice, may be required by the Company.

Section 4. For the purpose of this section, a member of the employee's immediate family is defined as that employee's current legal spouse, child, mother, father, siblings step siblings, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother, step-father, stepchildren or foster children. Other family members who may be included are cousins, great aunts or uncles, and your spouse's grandparents if they are living with you.

Article 22 Workday, Workweek and Overtime

Section 1. The payroll week for the purpose of computing pay shall consist of Seven (7) consecutive twenty-four (24) hour periods, starting at 0001 on Sunday and ending at 1200 the following Saturday.

Section 2. Shifts: Eight (8) consecutive hours, excluding the hour for lunch period, shall constitute a regular day's work. Monday through Friday shall constitute a regular workweek.

The shifts are for eight (8) hours with a scheduled lunch break of one (1) hour.

Or

Four (4) consecutive days at Ten (10) hours

Section 3. Change in Shifts: will continue to be scheduled as presently established. Changes in the permanent shifts will be made only as dictated by operational requirements and no shift change shall be made until the Union has been advised of such change. If a vacancy exists on a shift, all qualified employees will be notified. The vacancy will then be filled by the most senior qualified employee who desires to fill the vacancy. Seasonal shift changes may be made with at least forty-eight (48) hours notice to the employee and to the Union.

Section 4. Computation of Overtime Rates: Time one and one-half (1 ½) the employees base rate shall be paid; for hours worked after eight (8) hours in a day or forty (40) hours worked in a workweek. Work suffered on a Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay and work suffered on Sunday shall be paid at a rate of two (2) times the regular hourly rate of pay. All overtime must be approved by the Project Manager prior to the overtime being worked. However; all overtime hours suffered whether approved or not shall be paid.

Section 5. No employee shall work more than seven (7) consecutive days without a day off.

Section 6. A fifteen (15) minute break will be permitted in the first and second half of each shift worked.

Section 7. Paydays: Paydays will be every Friday. When a payday falls on a holiday or weekend, payday shall be on the preceding day. Davis Bacon hours will be paid weekly on Friday.

Section 8. Call-in Pay: When an employee is called back to work, he will receive two (2) hours of pay at one and one half (1 ½) times his regular rate of pay. These hours will be considered as hours worked and will be used in the calculation of overtime.

Section 9. Standby Provision: If an employee is called in he/she shall be paid a minimum of two (2) hours of pay at the appropriate as in Section 7. These hours will be considered as hours worked and will be used in the calculation of overtime. The employer will provide cross training so that employees will be able to have relief from standby duty.

Section 10. An employee designated as being on standby shall be reachable by a signal device and remain within a reasonable distance of the work site. In the event that the use of a signal device is not possible, the employee on standby shall leave a telephone number where he/she can be reached by the Company and shall

inform the Company of a phone number where he/she can be reached in the event of a change in location. Report time to the work site shall be one (1) hour from the time notification is made. Weather permitting.

Section 11. A standby period shall consist of the time period beginning at the end of the employee's work shift on Monday and end at the beginning of his shift on the following Monday.

Section 12. Employees working in a classification that pays a higher rate of pay than his current rate of pay will be paid the higher wage rate for hours working in that classification. When an employee is required to work in a classification that pays a lower rate of pay than his current classification will continue to be paid at the higher classification.

Article 23 Vacations

Section 1. Employees will earn vacation time off with pay according to the following table:

Continuous years of service with the Contractor or Successor	Weeks of Vacation	Vacation Accrual
1 Year but less than 5	Two Weeks	80 Hours
5 Years but less than 10	Three Weeks	120 Hours
10 Years or more	Four Weeks	160 Hours

Section 2. A vacation year is the twelve (12) month, consecutive month period beginning with the employee's anniversary date of employment. Employees will be entitled to a two (2) week vacation after their first twelve (12) months of employment. Vacation will then be accrued per pay period using a formula applicable to the time earned in Section 1. Vacation time may then be used as accrued with proper notice. Weekly accrual will begin on the first anniversary date of hire for each employee.

Section 3. Compensation for the vacation period shall be computed at the employee's base rate of pay in effect at the time the vacation is taken. An employee who is terminated or terminates for any reason shall be granted payment for any earned but unused vacation, provided that he has a minimum of twelve (12) months continuous service at the date of termination.

Section 4. Part-time employees are entitled to vacation on a pro-rated basis. Pay will be based on the employee's average number of part-time hours per week during the vacation accrual year on the same accrual schedule as for full-time employees.

Section 5. Employees working any number of hours on Davis Bacon work will in no way be penalized on their accrued paid vacation time earned and will be entitled to the full vacation pay hours as entered in this article.

Section 6. The use of partial day vacation time will be permitted, time may be taken in a minimum of four (4) hour increments with one (1) days' notice or earlier if approved by the Supervisor and or the Project Manager.

Section 7. All employees may submit a vacation request form. The Company will respect the wishes of the employees in granting vacations on dates requested by employees. Seniority at the contract site will be given preference to the granting of vacation time requested. After this process, the employees will give the Company two (2) weeks advance notice (unless there is an emergency) of any change for vacation periods in

excess of four (4) days. In cases where such change conflicts with other employee's vacation dates, the employee desiring a change must coordinate the change with the other employee. Under no circumstances will an employee with more seniority shall be allowed to bump another employee.

Section 8. Only one week of vacation can be rolled over into the following year, all other vacation not used will be forfeited.

Article 24 Holidays

Section 1. The following holidays will be paid for at the basic straight time hourly rate of pay not to exceed eight (8) hours and ten (10) hours if employees are on a ten (10) hour work shift. Holiday hours shall constitute hours worked for the purpose of calculation overtime.

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

Section 2. All time worked on Holidays by employees shall be paid at one and one-half (1 ½) times the employee's regular rate of pay in addition to the Holiday pay. The following shall also apply; any employee who works during the entirety of the holiday week is entitled to full holiday pay.

Section 3. Employees who are scheduled to take vacation at time during which a holiday occurs may elect one of the following:

- A. Receive the vacation in addition to the eight (8) hours of holiday pay, or extend the vacation period by one (1) day in lieu of the holiday.
- B. Observance of holidays will be on the day specified by the government.

Article 25 PTO and Sick Leave

Section 1. Employees will receive Five (5) days Sick and Personal Leave on each anniversary year, Sick and Personal Leave will be accrued by each employee at the rate of four (4) hours, every 208 hours worked. For the purposes of this first contract employees will begin accruing Sick and Personal Leave from the day of implementation of said contract.

- A. Up to five (5) Sick/Personal Leave days may be carried over to the next contract year not to exceed ten (10) days in any given contract year.
- B. An employee shall be compensated for sick/personal leave at the straight-time base rate of pay for his job classification at the time the leave is taken.

- C. Time compensated under this article shall constitute hours worked for the purpose calculating overtime.
- D. Part-time employees will receive pro-rated sick/personal leave based on their normally scheduled hours worked.
- E. There is no payout of sick/personal leave upon termination of employment.
- F. The company may require a note from a healthcare provider upon return to work.
- G. If an employee is laid-off from the company the employee will receive payment for sick/personal leave hours earned.

Article 26

Jury Duty

Section 1. An employee who is required to be absent from work during his/her regularly assigned shift to serve as a juror in satisfaction of jury duty service legal requirement shall be fully compensated at his/her regular rate of pay for work hours lost during his/her regularly assigned shift. The Company will grant up to five (5) days, of paid time away from work per jury summons or subpoena after notifying the Project Manager and providing a copy of the summons or subpoena. It is understood that the employee will deliver to the Project Manager any proceeds received from the court for jury duty service.

Cooperation are needed in shift scheduling to insure that contract requirements are met, i.e., common sense prevails.

Section 3. If the employee is excused from jury duty before the completion of the first half of his work shift, the employee is required to report for work within a reasonable time after his excused from jury duty. If he returns to work within a reasonable time completes the second half of his work shift on the day of jury duty, he will receive his regularly scheduled hours at his base rate. If he does not return to work when excused before the completion of the first half of his work shift, he will be subject to disciplinary action by the Employer and will not receive the remainder of the day's pay. In the event the employee is excused from jury duty during his second half of his work shift, he may return home and will receive his regularly scheduled hours at his base rate.

Section 4. When jury service does not conflict with an employee's work schedule, the employee may report to work at his regular starting time and retain any jury fee earned, i.e., common sense prevails.

Section 5. The employee will submit official documents to the Project Manager to show evidence of having been selected as a juror and evidence of the number of days the employee received pay for serving jury duty.

Section 6. The employee will record time spent serving on jury duty on his time sheet.

Article 27

Computation of Seniority Layoff and Recall

Section 1. Seniority is hereby defined as the employee's length of continuous service commencing from his/her original date of hire.

Section 2. Employees will be credited with bargaining unit seniority in the occupational classification in which they are now assigned equal to the employee's continuous service credit with the contract.

Section 3. In the event of lay-off or recall from lay-off, seniority shall control if the senior employee has the ability to perform the available work. The employee with least seniority shall be laid off first and recall will be in the reverse order of lay-off.

Section 4. In cases of layoff, the Company will give not less than two (2) weeks' notice of contemplated layoffs to the employees affected and to the Union. Where; however, such notice is not feasible, the Company will notify the employee and the Union as promptly as possible and give, in lieu of said notice, two (2) weeks' pay, not to exceed eighty (80) hours at the employee's straight time base hourly rate.

Section 5. An employee who is laid off shall have callback rights for a period of twelve (12) months. It is the responsibility of the laid-off employee to keep the Company advised by certified mail of any changes in his mailing address. The Company shall be considered to have fulfilled its obligation for recall under this section 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) three (3) calendar days] hours after receipt of certified notice from the Company; thereafter, the employee will have a maximum of seven (7) calendar days in which to report for duty.

Section 6. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- A. Employee is discharged for just cause
- B. Employee voluntarily quits
- C. Employee has been on layoff status in excess of the time limits provided in Section 5 above
- D. Employee fails to express to the Company his intent to return to work and or does not return to work in accordance with the requirements of Section 5 above
- E. Employee retires and or becomes permanently disabled as defined by a physician

Section 7. Employee fails to report for work and fails to notify the Company for two (2) consecutive days. The Company will also have the steward verify employee's non-availability. 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.

Section 8. 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 else to report for the employee.

Section 9. In all issues where ties in seniority exist, affected employees will draw to determine placement on the seniority list. The Steward will conduct this procedure and the result provided in writing to the Company and the local Union office.

Section 10. Seniority List: The Company shall supply the Union with a seniority list of the employees covered by this Agreement, such list shall be provided to the Union as changes necessitate.

Article 28 Wages

Section 1. Wage rates shall be those set forth in Appendix "B" hereto which by reference is incorporated and made a part thereof.

Section 2. In the event the Company establishes a new or revised occupational classification in the bargaining unit, the hourly rate applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon an hourly rate applicable to any such occupational classification. In such cases, pending results of the negotiations, the Company will establish the new or revised occupational classification and the Company-proposed salary rate applicable thereto and shall place such that the Company-proposed rate will be paid retroactive to the date of the start of the occupational classification and such hourly rate into effect, negotiated rates finally established, which are higher.

Section 3. Annual Wage increases will take place on the anniversary of the CBA effective date.

Article 29 Health and Welfare Benefits

Section 1. Health and Welfare rates shall be those set forth in Appendix "C" hereto which by reference is incorporated and made a part thereof. The Employer shall submit a report and pay the full monthly contributions as noted in Appendix "C" to the Health and Welfare Trust Fund on behalf of all employees covered by this collective bargaining agreement who are listed on the payroll as of the first calendar day of the month. Such report and payment shall be submitted by the 15th of the following month. Part-time employees that are not eligible for benefits will be paid the prevailing Service Contract Act Fringe Benefit amount in each paycheck.

Section 2. Medical, Dental, Short Term Disability, Death Benefits, included in the Operating Engineers Local No 428 Health and Welfare Trust Fund is a trust fund jointly administered by equal number of Trustees representing Employers and Local Unions. All contributions provided for in this article will be paid into the Operating Engineers Local No 428 Health and Welfare Trust Fund.

Section 3. It is further agreed that the Union and the Company may open for negotiation any further increases in insurance premiums above \$0.10 per month ninety (90) days prior to October 1st of each year.

Section 4. CSC Electric, LLC, has agreed to a one- time payment of \$30,375 for health care coverage at 135 hours at \$5.00 per hour for Three (3) months - \$2,025 per employee (15 current employees) to insure instant healthcare coverage as of August 1, 2014, and to remit payment no later than June 25, 2014.

Section 5. All new employees hired after August 1, 2014 will fall under regular health insurance requirements and plan documents.

Article 30 Pension Fund

Section 1. Pension rates shall be those set forth in Appendix "C" hereto which by reference is incorporated and a part thereof.

Section 2. The employer agrees to make payments to the Operating Engineers Local No. 428 to provide benefits for eligible employees in accordance with the plan of the Operating Engineers Local No. 428 Pension Trust Fund.

Section 3. If additional monetary increased are deemed necessary, they will be designated by the Union as to rates and amounts, and will be taken from the negotiated settlement. The Union can revise the economic package so long as the combined total of wages, health and welfare, and pension does not exceed the economic package figure. It is agreed that the Union will give the Company sixty (60) days advance notice, in writing, of proposed changes to the contribution rate.

Article 31 Bulletin Boards

Section 1. Subject to approval by the Government, a bulletin board will be provided for the exclusive use of the Union and for the purpose of posting Union notices, such notices to encompass such subjects as: meetings, union elections, results of such elections, recreational and social affairs and miscellaneous announcements. This bulletin boards shall not be used for detrimental postings of any kind, nor shall it be used for the posting or distribution of payments or notices of political matters, advertising, nor for notices adversely reflecting upon the Company. All items must be approved by the project manager and business representative of the union before posting to assure that detrimental posting are not made.

Article 32 GENERAL SAVINGS CLAUSE

Should any provision or provisions of this Agreement or any applications thereof become unlawful by virtue of any applicable law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

Article 33 COMPLETE AGREEMENT

Section 1. 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 arena 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.

Section 2. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing. Any agreements, amendments or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and signed by both parties.

Article 34
DURATION AND TERMINATION

This Agreement shall be effective August 1, 2017 and shall continue in full force and effect through midnight, the July 31, 2020, and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

SIGNATURES

FOR THE UNION:



Mike P. Lee,
Business Manager, IUOE Local 428



Nick Dartt
President, IUOE Local 428

FOR THE COMPANY:



Linda Kohatsu
President
CSC Electric, LLC

APPENDIX A
(CSC ELECTRIC)

PLACES OF PERFORMANCE

Evo A. DeConcini U.S. Courthouse, 405 W. Congress St., Tucson, AZ 85701
Federal Building, 300 W. Congress St., Tucson, AZ, 85701
Walsh U.S. Courthouse, 38 W. Scott St., Tucson, AZ 85701
Border patrol, Sector HQ, 1970 Ajo Way, Tucson, AZ 85713
DeConcini Port of Entry, 9 NorthGrand Avenue, Nogales, AZ 85621 Mariposa Port of Entry, 1250 North
Mariposa Road, Nogales, AZ 85621
Douglas Port of Entry, First Street and Pan American Avenue, Douglas, AZ 85307
Naco Port of Entry, 3867 S. Towner Ave., Naco, AZ 85620
Sasabe Port of Entry, Highway 286 and International Border, Sasabe, AZ 85633
Lukeville Port of Entry, 190 N. Highway 85, Lukeville, AZ 85341
San Louis Port of Entry, Highway 95 and International Border, San Luis, AZ 85349
San Luis 2 Port of Entry, 1375 S. Avenue "E", San Luis, AZ 85349
Nogales West, Mariposa Port of Entry, 120 N. Mariposa Road, Nogales, AZ 85621
John M. Roll Courthouse, 98 West 1st Street, Yuma, AZ 85364

APPENDIX B
(CSC Electric, LLC)

<u>Job Classification:</u>	<u>Current</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
		\$0.60	\$0.60	\$0.60
Chief Engineer 1	\$24.39	\$24.99	\$25.59	\$26.19
Chief Engineer 2	\$21.23	\$21.83	\$22.43	\$23.03
Lead Engineer 1	\$22.27	\$22.87	\$23.47	\$24.07
Lead Engineer 2	\$20.80	\$21.40	\$22.00	\$22.60
Engineer 1	\$20.63	\$21.23	\$21.83	\$22.43
Engineer 2	\$19.64	\$20.24	\$20.84	\$21.44
GM Level 1	\$19.42	\$20.02	\$20.62	\$21.22
GM Level 2	\$18.94	\$19.54	\$20.14	\$20.74
GM Level 3	\$17.36	\$17.96	\$18.56	\$19.16
Dispatch Level 1	\$16.97	\$17.57	\$18.17	\$18.77
Dispatch Level 2	\$15.75	\$16.35	\$16.95	\$17.55

APPENDIX C
(CSC Electric, LLC)

Operating Engineers Local No 428
Health & Welfare Trust fund

Paid per hour for every hour worked

\$5.20 – 2017

\$5.40 - 2018

\$5.60 - 2019

Operating Engineers Local No 428
Pension Trust Fund

Paid per hour for every hour worked

\$2.00 – 2017

\$2.50 – 2018

\$3.00 - 2019