

K# 9799



AGREEMENT
Between

URS Federal Service, Inc. and Chugach Federal Solutions, Inc.

And

CULINARY WORKERS AND
HOTEL SERVICE WORKERS
LOCAL 226

And

BARTENDERS UNION LOCAL NO. 165

October 1, 2018 - September 30, 2023

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**CAMP AND IN-PLANT
FEEDING AGREEMENT**

This Agreement is entered into this 1st day of October 1, 2018, by and between, URS Federal Services, Inc., and Chugach Federal Solutions, Inc. hereinafter referred to as the Contractor, and the Las Vegas Joint Executive Board of Culinary Workers and Bartenders, comprising Culinary Workers and Hotel Service Workers Local No. 226 and Bartenders Union Local No. 165, hereinafter collectively referred to as the Union.

Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE 1
Union Recognition

SECTION 1. The Contractor recognizes the Union as the sole and exclusive collective bargaining agent for those employees under the Union's jurisdiction working under this Agreement.

SECTION 2. This Agreement shall cover all working conditions, wages and hours of employment affecting the employees covered by this Agreement.

ARTICLE 2
Hiring Procedures

SECTION 1. Employee Openings or Vacancies: Whenever, in the course of the Contractor's business, a new job opening or vacancy occurs of the kind, character or classification covered by this Agreement, the Contractor agrees to notify the Union of such opening or vacancy. The provisions of this Article shall be subject to and limited by the provisions of Article 31, Nondiscrimination/Equal Employment Opportunity/Affirmative Action Program.

SECTION 2. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, or because of the race, color, creed, sex, handicap, veteran status or national origin of the applicants for employment, the parties hereto agree to the following system for employment with the understanding that any and all liability based on the malfeasance of the Union or the Contractor in any proceeding which may arise in any court or before any governmental agency in connection with the implementation of the provisions of this Article shall be severable only because the parties recognize that each of them will, of necessity, have to take individual action and will, in so acting, not be subject to the control of the other party.

- a) The Contractor shall have the right to reject any applicant for employment.
- b) The Contractor shall select applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, or by reason of their race, color, creed, sex, handicap, veteran status or national origin, and such selection shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
- c) Once the applicant is offered a position, the Contractor will direct the selected applicant to the Culinary Union hall for a referral slip.

SECTION 3. All such selection and referral shall be in accordance with the following procedure:

The Contractor shall maintain a register of applicants for employment. Each applicant for employment shall be registered in the highest priority group for which he qualifies:

Group 1. All applicants for employment who have at least one (1) year of experience in the industry in the area covered by this Agreement. Such experience should have occurred within the five (5) year period immediately preceding the date of the opening or vacancy.

Group 2. All applicants for employment who have less than one (1) year of experience in the industry but more than six (6) months of experience and said experience is in the area covered by this Agreement.

Group 3. All applicants for employment who have less than six (6) months of experience, and who are residents of the geographical area constituting the normal employment market and who have been employed for at least six (6) months in the last three (3) years in the trade and business of the Contractor.

Group 4. All other applicants for employment.

SECTION 4. It is understood and agreed that the Contractor desires the most qualified applicants for such opening or vacancy and, therefore, prefers persons possessing the qualifications set forth by the Contractor.

SECTION 5. Application forms shall not be denied anyone because of membership or non-membership in the Union or because of their race, color, creed, sex, handicap, veteran status or national origin.

SECTION 6. The Contractor agrees to submit the name of newly hired employee to the Union within seventy-two (72) hours of the date of such employment.

SECTION 7. The Contractor and the Union agree that all employees working under classification listed in the Agreement are properly within the bargaining unit.

SECTION 8. The Contractor shall hire employees based upon the requirements of the job description, the satisfactory results of a pre-screening background check based on stipulations of the Office of Personnel Management and the ability to meet government security clearance and access requirements, and the completion of an interview by Contractor management and/or their authorized designated representative.

ARTICLE 3
Nondiscrimination/Equal Employment
Opportunity/Affirmative Action Program

SECTION 1. The Contractor and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, handicap, veteran status or national origin. The Contractor and the Union agree to comply with all applicable laws and Executive Orders regarding nondiscrimination.

SECTION 2. The parties hereby agree to comply with all applicable federal laws and Executive Orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any other orders which are applicable to government contract operations such as that conducted by the Contractor.

SECTION 3. There shall be no discrimination against any employee on account of membership in or activity on behalf of the Union. No member of the Union shall be discharged or otherwise discriminated against because he has filed a claim with any government agency or a grievance with the Union.

SECTION 4. The parties recognize the requirement that the Contractor, as a federal government contractor, adopt an affirmative action program which includes goals and objectives for the recruitment, employment, training and upgrading of minority employees and female employees. The Union hereby agrees to and supports the implementation of the Contractor's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within this bargaining unit.

SECTION 5. In addition to the above, the Union and the members of the bargaining unit agree to support and cooperate to the maximum extent possible in the training of any minority employees covered by this Agreement.

ARTICLE 4
Check-Off

The Contractor shall deduct from each employee's wages and pay over to the proper officers of the Local Union, the membership dues (only) of the members of the Union who individually and voluntarily authorized such deductions in writing. The form of check-off authorization shall be approved by the Contractor and the Union.

If an employee covered by this Agreement has signed a payroll deduction authorization in accordance with this Article, and resigns from the Union, his payroll deduction authorization will stand revoked as of the date of his resignation from the Union, notwithstanding any language to the contrary in this Agreement or in the authorization executed by the employee. Thereafter, the Contractor will withhold no monies from the earnings of the employee and will remit no monies to the Union on behalf of the employee.

The Union agrees to notify the Contractor immediately of the resignation from the Union by any employee covered by this Agreement.

ARTICLE 5
Union Security

If at any time during the life of this Agreement the Nevada State laws allow a union shop, then at that time a union shop provision shall be inserted in this Agreement.

ARTICLE 6
Individual Contracts

No employee working under the classifications covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Contractor.

ARTICLE 7
Union Representation

SECTION 1. Authorized representatives of the Union shall have access to those areas of the Nevada Test and Training Range where work is being performed under this Agreement, but visitations are subject to security and safety regulations of applicable U.S. Government agencies. Both parties must agree to the visitation time, if no agreement is reached the issue will be resolved by the appropriate operations manager. The Union agrees that its representatives will not interview employees working under this Agreement and will not in any other way disrupt operations during rush hours. The Union also agrees that its representatives will notify the Contractor's supervisor(s) in the area to be visited prior to their coming. The supervisor(s) will inform the representative(s) whether the visit will cause operational difficulties and may suggest alternative visitation times.

SECTION 2. One (1) working Steward will be appointed by the Union on each major shift who will represent the employees on the job, subject to the supervision of the business agent. The Contractor shall be informed in writing of the names of the appointed stewards. If the Contractor deems it necessary to discharge a steward, it will inform the Union beforehand unless the Union cannot be contacted through diligent, good faith efforts.

ARTICLE 8
Reporting Time and Minimum Pay

SECTION 1. An employee reporting for work at his scheduled starting time for his regular shift shall receive pay for not less than four (4) hours at the straight-time rate on an eight (8) hour shift or five (5) hours at the straight-time hourly rate on a ten (10) hour shift, unless notified at least eight (8) hours in advance not to report for work for any reason. If more than four (4) hours are worked on an eight (8) hour shift, or five (5) hours on a ten (10) hour shift, the employee shall receive pay for actual hours worked at the appropriate rate.

SECTION 2. Section 1 shall not apply if the employee involved reports for work in an unfit condition or is unable to perform said work for some other reason which is his own responsibility.

SECTION 3. Employees who report to the transportation location prior to their normally scheduled time of departure and cannot get to work due to transportation related issues (including weather) will be paid accordingly:

- a. Employees working a "Five-Eight Shift" will be paid 4 hours at their straight-time hourly rate.
- b. Employees working a "Four-Ten Shift" will be paid 5 hours at their straight-time rate.
- c. As verification of attendance, employees will be required to sign in.
- d. Employees will not be subject to more than one-half day's pay of lost wages for each two week consecutive period. The two week period begins with the first day in a paid status for employees in which the first occurrence occurred. The next week will be the consecutive week's pay period. The intent is no employee will lose more than one day's pay in a consecutive four week period due to non-availability of transportation.
- e. Employees may use personal leave, vacation or use LWOP for the remainder of the day. Employees who arrive at their work location and have their work day cut short due to transportation related issues (including weather) will receive their full day's pay.

SECTION 4. Employees who report to the transportation location to return to their original departure location at their normally scheduled time, and are delayed leaving due to transportation related issues (including weather) more than one hour will be compensated as follows:

- a. Beginning the second (2nd) hour, delayed time will be paid in thirty (30) minute increments.
- b. Departure delay pay will be paid at the straight time hourly rate of pay (wages only, not to include fringe benefits) up to a maximum of four (4) hours.
- c. All actual times of departure must be verified by management prior to payment.

- d. These hours will not be considered as hours worked for the purposes of computing overtime.

SECTION 5. An employee who has left the job at the end of his regular shift and who is subsequently called back to perform work which is not continuous with his daily working schedule shall be paid in accordance with the other applicable provisions of this Agreement but in no event less than the equivalent of four (4) hours pay at the straight-time hourly rate.

ARTICLE 9
Workday and Workweek

SECTION 1. The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight.

SECTION 2. The workweek shall begin at 12:01 a.m. Monday, and shall end at 12:00 midnight the following Sunday. Sunday is always the last day of the workweek.

SECTION 3. A regular workday shall consist of eight (8) hours of work. All employees shall be allowed thirty (30) minutes to eat one (1) meal during the regular shift. Meals shall be eaten at the assigned duty station and only in approved areas.. Employees who need to leave the duty station will receive approval from their supervisor or manager prior to leaving the work area. Employees will refrain from sleeping during meal times.

A regular workday for custodial employees shall consist of eight (8) hours of work exclusive of a thirty (30) minute lunch period.

If an employee is required by the Contractor to work through his meal period, the employee will be paid time and one-half (1 1/2 times) the employee's straight-time hourly rate for the meal period.

A custodial employee assigned by salaried supervision, or designee, to work for a full straight-time shift or more than four (4) hours on an overtime basis on work normally performed by kitchen and dining classifications shall be allowed a thirty (30)-minute paid meal period during such work.

SECTION 4. The regular workweek for employees will consist of any five (5) workdays during the period Monday through Sunday, with two (2) consecutive days off. For the purpose of this provision, Monday and Sunday in the same workweek shall be considered as consecutive days off. (**See Article 11, Section 1 regarding assignment of additional hours.)

SECTION 5. The alternate workday which may be established at the discretion of the Contractor will consist of ten (10) hours of work. All kitchen and dining room employees on either an eight (8) hour shift or ten (10) hour shift, shall be allowed thirty (30) minutes to eat one (1) meal during their shift. Meals shall be eaten at their assigned duty station and only in approved areas. Employees who need to leave the duty station will receive approval from their supervisor or manager prior to leaving the work area. Employees will refrain from sleeping during meal times.

An alternate workday for custodial employees shall consist of ten (10) hours of work exclusive of a thirty (30) minute lunch period.

If an employee is required by the Contractor to work through his meal period, the employee will be paid time and one-half (1-1/2 times) the employee's straight-time hourly rate for the meal period.

A custodial employee assigned by salaried supervision, or designee, to work for a full straight-time shift or more than four (4) hours on an overtime basis on work normally performed by kitchen and dining classifications shall be allowed a thirty (30)-minute paid meal period during such work.

SECTION 6. The alternate workweek for employees will consist of any four (4) workdays during the period Monday through Sunday with three (3) consecutive days off. For the purpose of this provision, Monday and Sunday in the same workweek shall be considered as consecutive days off. (**See Article 11, Section 1 regarding assignment of additional hours.)

SECTION 7. For the purposes of this Article and for determining the appropriate rate of pay, that portion of a graveyard shift, which is actually worked on the calendar day preceding the calendar day on which the particular graveyard shift occurs, shall be considered as having been worked on the calendar day on which the graveyard shift occurs. In further clarification of the above, if Monday morning graveyard shift begins at 9:00 p.m. Sunday night, the three (3) hours of work performed on Sunday between 9:00 p.m. and midnight shall be considered as having been performed on Monday.

Further, that portion of a swing shift or alternate night shift, which is actually worked on the calendar day following the calendar day on which the particular swing shift or alternate night shift commenced, shall be considered as having been worked on the day on which the swing shift or alternate night shift commenced.

SECTION 8. Neither this Article nor any other provisions of this Agreement shall be construed as a guarantee of hours of work per day or of days of work per week.

SECTION 9. All employees will be allowed two (2) ten-minute breaks, generally one (1) prior to their meal period and one (1) following the meal period. However, the break schedule may be modified by supervision to meet programmatic or operational needs.

ARTICLE 10

Shifts

SECTION 1. Any shift of eight (8) hours' or ten (10) hours' work may be established at the discretion of the Contractor.

SECTION 2. Employees shall not be assigned to a shift without being given notice of such assignment or shift change prior to the end of his/her last work period. When possible, the Contractor will give the employee three (3) working days of notice prior to a shift change. Neither a regular shift nor an alternate shift shall be scheduled for less than a workweek. Nothing in this provision shall limit management's right to change the shift starting or ending time for a regular shift or an alternate shift.

ARTICLE 11

Overtime

SECTION 1. In the event overtime is required, the Contractor will allow all employees interested in working such overtime to express that interest and make themselves available for the overtime assignment. The Contractor will distribute such overtime on an equitable basis insofar as practicable within guidelines including programmatic reasons subject to clearance, security, qualifications/training, facility familiarity, seniority (in alphabetical order), etc.

Overtime shall be paid at the rate of time and one-half the straight-time hourly rate for the following:

- a. For employees assigned to the regular schedule of five, eight-hour days, all hours worked in excess of eight (8) in any workday.
- b. For employees assigned to the alternate schedule of four, ten-hour days, all work in excess of ten (10) hours in any workday.
- c. All hours worked in excess of forty (40) hours in any workweek as defined in Article 9, except as provided in Section 2 below.
- d. All hours worked on the employee's sixth (6th) day for those on the regular workweek. All hours worked on the fifth (5th) or sixth (6th) day in a workweek for those on the alternate workweek.

SECTION 2. Overtime shall be paid at the rate of double the straight-time hourly rate for the following:

All hours worked on the employee's seventh (7th) day of work in a workweek whether the employee is assigned to the regular workweek or alternate workweek.

SECTION 3. Overtime shall not be paid under this Article for more than one reason for the same hours worked. There will be no pyramiding of overtime.

SECTION 4. Holidays not worked and paid for at the straight-time rate of pay shall count as time worked for the purpose of computing weekly overtime.

SECTION 5. The Contractor agrees not to arbitrarily or capriciously declare a non-workday with the intent to avoid obligation to pay premium pay to the employee. Non-workdays will be declared only for valid programmatic or user-directed obligations.

ARTICLE 12
Split or Short Shifts

No split or short shifts shall be allowed unless for special events, requested by the Contractor.

ARTICLE 13
Shift Differential

An employee assigned to the night shift as herein defined shall be paid an additional Sixty Cents (\$0.60) per hour worked as shift differential. A night shift shall be any shift wherein the majority of the shift worked is between the hours of 4:30 p.m. and 4:30 a.m.

ARTICLE 14
REPORTING POINTS AND TRANSPORTATION

SECTION 1. All employees as directed by the Contractor will report to the currently established reporting point on their own time. There will be no compensation paid for time spent by an employee to and from his currently established reporting points. Any changes to the currently established starting points will be made only by mutual agreement, by the Contractor and Union.

SECTION 2. The Contractor will provide transportation to the Nevada Test and Training Range from the Greater Las Vegas area and return. The Contractor will provide transportation from the Nevada Test and Training Range entrance at Mercury, Nevada, from the Tonopah Test Range entrance, and certain other locations. Transportation will be provided at no **cost to the employee.**

SECTION 3. Employees who reside permanently in the communities of Alamo, Beatty, Caliente, Hiko, Indian Springs, Pahrump, Panaca, Pioche, Rachel, Tonopah, Logandale, Overton or other communities in the immediate surrounding area, and who daily utilize Contractor - provided transportation from the Nevada Test and Training Range entrance, the Tonopah Test Range entrance, or another designated entrance shall be entitled to a daily site allowance of Ten Dollars (10.00) for each day worked. No other employees are eligible to receive this site allowance.

SECTION 4. In the event that employees are required to work overtime and those employees are unable to utilize their normal source of transportation, the Contractor shall provide transportation to the employees' normal transporting point. If an employee has to wait in excess of one hour for transportation, that employee will be placed in pay status from the end of the work period until the transportation is provided unless the failure to provide transportation is beyond the control of the Contractor including, but not limited to, testing activities, inclement weather, or equipment breakdown.

SECTION 5. Employees required to stay overnight for programmatic reasons that include scheduled shifts or overtime, or as a result of transportation failure or weather, shall be entitled to a site allowance of \$11 for each overnight stay, except in cases where:

- a. Employees choose to stay overnight for personal convenience; or
- b. Employees are unable to utilize daily transportation as a result of their current clearance status.

SECTION 6. In the event an employee is late for work due to delay or failure of Contractor provided transportation, the employee will be paid beginning at his/her regular starting time. If an Employee is unable to report to work due to the above, the employee shall be paid applicable show-up time provided he/she has made reasonable attempts to secure transportation from the Contractor. Payment will be made in accordance with Article 8 – Reporting Time & Minimum Pay.

SECTION 7. In the event there is any work beyond the present boundaries of the NTTR the Contractor agrees to provide transportation.

SECTION 8. Employees shall start and complete their shifts at their original reporting point. If the Contractor causes the employee to complete their shift at a point further away from their original reporting point, they will be compensated at the applicable rate of pay until returned to the original reporting point. It is not the intent of this section to return an employee to their original reporting point if they are closer to their residence at the end of their shift.

SECTION 9. Should the current transportation arrangements change the parties will meet to discuss alternatives.

ARTICLE 15

Uniforms

The standard uniform for cafeteria employees shall consist of a hat, pants, coats, shirts, aprons or coveralls and shall be furnished and laundered without cost to the employee. The Contractor shall attempt to maintain uniforms of proper size and fit. Food servers shall be provided with at least two uniforms per week.

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Employees will utilize the laundry service provided. Any uniform items that are returned in an unserviceable condition will be reported to Contractor management. Management shall inspect the uniform and ensure unserviceable uniforms are replaced in a timely manner. If the uniform is not safe or professional in appearance, the Contractor shall provide a serviceable uniform in time for the employee to work his/her next shift.

When the Contractor does not furnish uniforms, employees must wear clothes that are neat, clean and not extreme in style. No employees may be refused the right to work because of the clothes they wear, unless the Contractor has given prior warning that it regards the particular attire as objectionable.

ARTICLE 16
Wages and Appendix A - Hourly Rates

SECTION 1. The Contractor shall pay to persons employed in the classifications herein not less than the wage scales provided in Appendix A and other appropriate provisions of this Agreement, attached hereto, which is by this reference incorporated herein.

SECTION 2. Wages shall be paid weekly by direct deposit to a financial institution of the Employee's choosing, on a designated payday. Pay stubs will be mailed to the Employee's address of record.

SECTION 3. No deductions shall be permitted except as provided for by state or federal statute or by authorization of the employee. The Contractor shall itemize deductions on pay checks so employees can determine the purpose for which amounts have been withheld.

ARTICLE 17
Combination Work

All combination work shall be paid at the highest scale of wages for work performed during the shift, unless such work is performed for less than three hours. If the employee works in a different, higher-paying classification for three hours or more, the employee will be paid at the higher rate of pay for all hours worked for the entire day. All employees shall perform at a particular location only such services as are customarily performed by their craft except to the extent they have been required to do so at the particular location under the predecessor Contractor's Agreement, or as they have been required by established practices under this Contractor.

ARTICLE 18
Gratuities

All gratuities shall be the property of the individual employees and shall not be deemed a part of the basic wage. No employee shall be required or permitted to contribute any part of his wages, tips or gratuities to anyone in charge.

Tips will be reported by the 10th of each month using IRS Form 4070, in accordance with IRS guidelines.

ARTICLE 19
Vacations and Personal Leave

SECTION 1. Commencing with the first month of employment each employee shall accrue eight (8) hours vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive eight (8) hours vacation credit.

SECTION 2. After three (3) years of employment, each employee shall accrue ten (10) hours vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive ten (10) hours vacation credit.

SECTION 3. After nine (9) years of employment, each employee shall accrue fourteen (14) vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive fourteen (14) hours vacation credit.

SECTION 4. After fourteen (14) years of employment, each employee shall accrue fifteen (15) hours vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive fifteen (15) hours vacation credit.

SECTION 5. After nineteen (19) years of employment, each employee shall accrue sixteen (16) hours vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive sixteen (16) hours vacation credit.

SECTION 6. Rehired employees who were previously reduced in force shall be reinstated for vacation accrual as though there had been no break in their employment if rehired within one year.

SECTION 7. All vacation leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-tenth (1/10) of an hour.

SECTION 8. Employees will give, except in an emergency situation, a minimum of one (1) weeks' notice to the supervisor prior to the use of vacation time. If such notice is not given the time will be unapproved or denied if operational needs are not being met by that employee being off or if the one (1) weeks' notice was not given.

SECTION 9. Employees are required to use a minimum of 50% of their accrual each year, prior to September 30 as vacation time off. Up to 90 hours will be rolled over to the following year and remaining balances (up to a maximum of 50% of the annual accrual) will be cashed out at the current straight-time hourly rate. (CLARIFICATION: Employees will have the option to use all of their accrued time as vacation time off, or can cash out up to 50%.) Any unused accrual, in

excess of the 50% maximum cash out, will be forfeited at this time (September 30 each year), unless vacation was denied due to programmatic reasons.

Effective 10/1/2014, up to 90 hours of Vacation will be rolled over to the following year and remaining balances will be cashed out at the employee's then current straight-time hourly rate.

SECTION 10. All employees terminating for whatever reasons shall be paid all existing accrued vacation credit at their then current straight-time hourly rate.

SECTION 11. Vacation leave shall not be counted as time worked for the purpose of computing overtime.

SECTION 12. It is agreed that time worked since the last date of hire by the predecessor Contractor will be considered as employment for purposes of computing vacation leave.

SECTION 13. In addition to the above-agreed vacation leave entitlement, there shall be (5) days of personal leave per calendar year to be utilized by the employees. Any employee hired on or after July 1 of any calendar year will be entitled to two (2) days of personal leave. Personal leave will not carry over from one calendar year to the next, nor is unused personal leave payable upon termination. It is expected that, except in emergency circumstances, the employee will give reasonable advance notice to his supervision prior to utilizing personal leave. The Contractor shall provide the employee notice of approval or denial within fifteen (15) days of receipt of the request for vacation days.

ARTICLE 20
Leaves of Absences

SECTION 1. Personal reasons. The Contractor may, in its sole discretion, allow an employee a personal leave of absence if requested in writing of up to three (3) months without pay. Provided that a requested leave of absence for personal reasons will not interfere with the efficient operation of the Contractor's business, the Contractor will not unreasonably deny a request for such leave.

In addition, if an employee loses a member of his/her family (identified below including in-laws and step family), the employee is eligible for up to three (3) days of funeral leave without pay. Identified family members include spouse, parent, sibling, child, or grandparent.

If the funeral requires the employee to travel out of the State of Nevada or United States, the employee may be granted up to two (2) additional days of unpaid leave of absence.

SECTION 2. Military Leave. Any employee who enters the Armed Forces of the United States shall have the right to reinstatement in his former job and other re-employment rights in accordance with applicable Federal Law.

SECTION 3. Union Business. Any employee who may be elected an officer, or appointed a delegate to represent the Union shall be granted a leave of absence for the period of time required without pay. The Union shall give the Contractor written notification no less than five (5) working days prior to the leave of absence. This notification shall provide the name(s) of the person(s) involved and the probable start and stop dates of the leave of absence. No more than two (2) members of the bargaining unit will be absent under this provision of the Agreement at any one time unless agreed to, in advance, by the Contractor.

SECTION 4. FMLA Leave. The parties agree to be in compliance with the Family and Medical Leave Act (FMLA) of 1993, as amended. Employees shall complete the appropriate application and provide the required documentation for FMLA leaves of absence.

FMLA-Duration of the Leave. An unpaid medical leave may be granted for up to thirty (30) calendar days and may be extended for successive period of up to thirty (30) calendar days for up to a total of twelve (12) consecutive months upon presentation of the attending physician's statement, and Contractor's verification, as appropriate pursuant to. The maximum twelve (12) month period of leave will consist of all periods of unpaid medical leave that are separated by fewer than three (3) months of work in paid status unless the purpose of the leave is due to an entirely unrelated medical cause.

SECTION 5. Procedure Upon Return. If upon the expiration of any leave of absence, the employee would have been laid off in accordance with the application of this Agreement notwithstanding his leave of absence, the employee shall go immediately on layoff. If layoff is not appropriate, and if the employee returns on the expiration date of his leave, the employee shall be placed in his previous job, if it exists, or in a comparable job, provided he is qualified to perform such job.

ARTICLE 21

Holidays

SECTION 1. The following holidays or days observed as such are recognized holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

SECTION 2. Employees assigned to a five (5)-day, eight (8)-hour workweek schedule shall receive ten (10) holidays per year observed under the Contractor's annual holiday schedule.

SECTION 3. Employees assigned to a four (4)-day, ten (10)-hour workweek schedule shall receive eight (8) holidays per year observed under the Contractor's annual holiday schedule. Specifically excluded from the holiday list in Section 1 above are Presidents' Day and Columbus Day, which will be considered as regular days off without pay.

SECTION 4. Holiday pay is not applicable to an employee on leave of absence, in inactive status, or on unapproved absence.

SECTION 5. An employee who is scheduled to work on a day observed as a Holiday under this Article, but is not required to work, shall receive straight-time pay for scheduled hours, provided he works his last scheduled shift before and his next scheduled shift after the Holiday, or he is on an approved absence.

SECTION 6. Any employee required to work on any day on which the above holidays are observed will be paid, in addition to holiday pay (eight [8] or ten [10] hours), as appropriate, at the straight-time hourly rate), at the rate of time and one-half his regular rate for the hours worked.

SECTION 7. If any of the days on which the above holidays are observed fall on an employee's day off, said employee shall be paid holiday pay consisting of eight (8) hours or ten (10) hours, as appropriate, at his straight-time hourly rate for such holiday, provided such payment does not conflict with Sections 2, 3 and 4 of this Article.

SECTION 8. If any of the days on which the above holidays are observed occur during an employee's Vacation period, that day will be recognized as a paid holiday and will not be charged as Vacation time.

ARTICLE 22
Health and Welfare

SECTION 1. The Contractor agrees to become signatory to the Hotel Employees and Restaurant Employees International Union Welfare Fund Trust. The Trust Agreement shall be in effect during the life of this Agreement.

SECTION 2. Effective October 1, 2018, the Contractor shall begin contributions to the Welfare Fund at the rate of Four Dollars and Seventy-Four Cents (\$4.74) per hour worked or paid.

SECTION 3. Should the Trustees determine that Fund contributions above the listed amounts are necessary in order to maintain benefits at existing levels; the Union shall have the right to direct the Contractor to reallocate additional amounts from wages and into the Welfare Fund contribution.

SECTION 4. Contributions shall be forwarded to the bank designated by the Hotel Employees and Restaurant Employees International Union Welfare Fund. A list of employees covered shall accompany the payment. Said contributions shall be due and payable to the fund not later than the twentieth (20th) day of each month for the previous month.

ARTICLE 23

Pension

There shall be continued for the term of this Agreement the Southern Nevada Culinary Workers' and Bartenders' Pension Plan Trust Agreement pursuant to which there has been adopted a jointly negotiated pension plan for employees covered by this Agreement. Effective October 1, 2014, the Contractor shall contribute Ninety-Six Cents (\$.96) per hour worked by all employees covered by this Agreement during the preceding calendar month. Said contributions shall be due and payable to the fund not later than the twentieth (20th) day of each month for the previous month. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacations and holidays paid for. Any additional increase in pension contributions which the Union may elect to provide over the term of this Agreement must be mutually agreed to in subsequent negotiations between the parties

ARTICLE 24
Request for Information

When requested by an authorized Union representative, the Contractor shall make available the names and classifications of the employees under the jurisdiction of that Union.

ARTICLE 25
Physical Examinations

SECTION 1. The Contractor may have any employee in a position subject to this Agreement, submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors.

The cost of post-offer-of-employment physical examinations will be at the expense of the Contractor; the prospective employee will take the above-mentioned examination on Contractor time.

SECTION 2. Periodic and termination physical re-examinations shall be at the Contractor's expense and taken on Contractor time.

SECTION 3. If, on a periodic physical re-examination, an employee is determined to be unfit, for reasons other than those covered by existing laws, to perform his duties under this Agreement, he shall immediately be laid off without pay and shall remain in such status until he is determined in a subsequent examination by a Contractor-designated, board-certified physician to be fit. If there is a dispute with the medical diagnosis by that physician, the Contractor will consider the findings of one or more independent Board-Certified physicians with a specialty in the appropriate medical field.

SECTION 4. In the event a dispute arises between the parties over the Contractor's use of the results of a physical examination against an employee pursuant to Section 3 above, such dispute shall be subject to Article 26, Grievance and Arbitration Procedure.

SECTION 5. Nothing in this Article shall be construed or deemed to be a waiver of any right an employee may have under the Americans With Disabilities Act, and to the extent any provision hereof is inconsistent with said Act, the Act shall prevail.

ARTICLE 26
Grievance and Arbitration Procedure

SECTION 1. A grievance shall be defined as any dispute or complaint regarding or affecting the interpretation or application of the provisions of this Agreement filed by the Union or by an employee covered by this Agreement alleging a violation of the terms and provisions of this Agreement. However, any disputes which are specifically excluded in other Articles of this Agreement from the Grievance and Arbitration Procedure shall not be construed as within the definition set forth above.

NOTE: It is the intent of the parties to resolve grievances at the earliest step of this grievance procedure and to utilize the FMCS whenever possible to minimize the need and expense of arbitration.

SECTION 2. All grievances shall be handled in the following manner:

- a. A grievance may be presented no later than ten (10) working days after the grievance first comes to the actual or constructive knowledge of the Union or the Contractor, whichever date is later. The grievance must be presented by the Union or the aggrieved employee to the proper supervisor involved. If the grievance is not resolved with the supervisor within five (5) working days, the grievance shall be reduced to writing and submitted to Step 2
- b. If the grievance is not settled in Step 1, the written grievance may, no later than fifteen (15) working days after the time limitation set forth above for Step 1, be referred by the Union to the Contractor Labor Relations office for discussion and resolution. This shall be referred to as Step 2. The parties at this Step shall have the right to interview personnel if that will assist them to resolve the grievance.
- c. If the grievance is not settled at Step 2, the Union may request arbitration no later than fifteen (15) working days immediately following the final written rejection by the Contractor of the grievance by delivering a written notice to the Contractor of its intent to arbitrate the dispute. Immediately after receipt of the notice of the intent to arbitrate, the parties will request the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Contractor striking one (1) name from the list in turn until only one (1) name remains, provided, however, that either party may reject two (2) panels each before striking names from a panel.
- d. The arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement.
- e. The expenses of arbitration, including the cost of the arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by the Contractor and the Union involved.

- f. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement
- g. Absent clerical errors of inadvertence, a grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union in accordance with the time limitations set forth above unless the parties involved agree to extend said time limitations in writing

SECTION 3. In the event of grievances and/or arbitration under this Article, the Contractor will make available, upon reasonable request of the Union, employees covered by this Agreement as witnesses in such proceedings.

Any employee covered by this Agreement who spends time during his normal shift hours (excluding overtime hours) as a witness shall be paid for such time by the party desiring the employee to serve as a witness.

SECTION 4. Notwithstanding anything to the contrary in Section 2(c) or otherwise, and in lieu of the Expedited Arbitration and Formal Arbitration procedures described therein, the parties may mutually agree that grievances regarding a disciplinary suspension or discharge of an employee may on a case-by-case basis be submitted to formal arbitration under the following alternative procedures:

- a. The dispute shall be mediated by a Commissioner of the FMCS, if the FMCS offers this service, but mediation may be waived by mutual agreement of the parties;
- b. if mediation does not produce a resolution or it is waived, then the arbitrator shall be selected through the process set forth in Section 2(c)
- c. The arbitration hearing shall be conducted without the assistance of lawyers (including law school graduates not admitted to practice as lawyer), and lawyers may not be present at such hearing provided that the parties may employ lawyers for the purpose of selecting arbitrators;
- d. There shall be no court reporter;
- e. The arbitrator shall issue a written bench decision on the day of the hearing;
- f. All awards shall be non-precedent setting, and may not be offered into evidence or otherwise referenced in any judicial, arbitration or other legal proceeding to enforce compliance with the terms of the award;

SECTION 5. By mutual agreement, the parties may submit any grievance to expedited arbitration. The expedited arbitration procedure shall be that the case will be argued orally unless the parties mutually agree to post-hearing briefs. Either party or both parties may elect to use a court reporter. If both parties agree to use a court reporter, the expenses will be borne equally by the Contractor and the Union. However, if only one party elects to use a court reporter or to

request transcripts, then that party shall be solely obligated to pay for such expenses. At the conclusion of the hearing, the arbitrator shall issue a decision within three (3) business days from either the close of the hearing or the receipt of post-hearing briefs. Upon joint request by the parties, a written opinion and award will be furnished within thirty (30) days thereafter.

ARTICLE 27
No Strikes or Lockouts

SECTION 1. Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Contractor and other organizations at the NTTR, the Contractor and the Unions agree that the Contractor's operations at the NTTR must not be interrupted.

In recognition of the above, the Unions, collectively, and the employees covered by this Agreement, individually, agree they will not call, engage in or sanction any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, or boycott of the Contractor's operations at the NTTR.

SECTION 2. The Contractor agrees there will be no lockout of the Unions or of its employees represented by the Unions during the term of this Agreement.

SECTION 3. Any violation of Section 1 or Section 2 of this Article shall be expeditiously resolved within twenty-four (24) hours by the effected parties, and the issues given rise to the dispute, shall not be subject to the provisions of the Grievance and Arbitration Procedure.

SECTION 4. It shall not be cause for discharge or disciplinary action in the event an employee individually refuses to go through or work behind any picket line at the Contractor's place of business provided said picket line is in connection with a lawful primary labor dispute that is sanctioned by the Southern Nevada Building and Construction Trades Council, Central Labor Council or any union signatory to the Contractor that is not affiliated with the above.

SECTION 5. Protection of Life and Property: The Unions agree that in the event any member of the bargaining unit exercise their individual right under Section 4 above, the Unions will make every legitimate effort to ensure the minimum services for the protection of life and property, of the type performed by employees under this Agreement are provided.

ARTICLE 28
Management Rights

SECTION 1. All of the rights, duties and prerogatives of the Contractor to manage, control and direct its business, operations, and activities are vested in and retained by the Contractor, including, but not limited to, the assignment and direction of its employees.

SECTION 2. The Contractor shall be the sole judge of the competence of each employee and of the number of employees required to perform any work subject to this Agreement. The Contractor shall have the right to hire, promote, suspend in lieu of discharge, discharge or layoff employees at its discretion and to reject any applicant for employment.

SECTION 3. The Union agrees to instruct all its members covered by this Agreement to perform any and all work assigned to them in accordance with instructions from Contractor supervision regardless of the nature of the work or of the instructions, provided the work is within the recognized jurisdiction of the Union and can be safely accomplished. The Union will instruct its members they have no right to refuse to perform in accordance with any instructions from Contractor supervision and that in the event they question such instructions, their sole recourse is through the Grievance and Arbitration Procedure as set forth in Article 26.

SECTION 4. None of the rights, duties and prerogatives of the Contractor referred to in this Article shall be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 29
Beneficial Relationship

The object of this Agreement shall be the promotion of the best interests of the Contractor and the employees; the improvement of the economy of the feeding and housing operation at the NTTR and the stabilization of labor-management relationships therein. The terms of this Agreement shall constitute the basic conditions of employment to be observed by the parties. The Contractor shall not apply the provisions of this Agreement in an arbitrary or unfair manner. The Union will administer the Agreement fairly toward the Contractor. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including, among other things, regular meetings if requested by the Contractor or Union between Union representatives and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

ARTICLE 30
Notification of New Facility

The Contractor shall notify the Union in writing thirty (30) days prior to, or as soon thereafter as the Contractor has definite knowledge of, the reopening of a facility where employees covered by this Agreement have worked or of the opening of a new facility where employees covered by this Agreement will work.

ARTICLE 31
Miscellaneous Provisions

Job content shall determine job titles or classifications, and mere change in title or classification shall not exempt such employees or classifications from this Agreement.

ARTICLE 32

Jury Duty

A regular or relief employee who has completed thirty (30) continuous days of employment with the Contractor, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his straight-time rate of pay for not more than eight (8) hours per day, (or ten (10) hours per day for employees assigned to 4-10 shifts). This Article shall apply only with respect to an employee's regularly scheduled days of work and shall not be applicable with respect to days on which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year. At the request of the Contractor, the employee shall furnish satisfactory evidence of such service for which he claims payment hereunder. This section shall not apply with respect to any jury summons received by an employee prior to his date of hire.

ARTICLE 33

Seniority

SECTION 1. Probationary Period: An employee will be considered as a probationary employee until employee has completed forty-five (45) shifts of work after employees most recent date of hire by the Contractor. (See Added Additions below). During such probationary period, the employee shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority dating back to the employee's most recent date of hire. A probationary employee may be terminated at the discretion of the Contractor, and such termination shall not be subject to the grievance and arbitration provision of Article 26. The above probationary period may be extended by mutual agreement of the Contractor and the Union.

Added Additions:

Due to the fact that employees often complete their first forty-five (45) shifts as PAC'S (Persons Awaiting Clearance) at the PMO, employees will begin another probationary period of sixty (60) shifts when they begin working in their crafts.

The employee's probationary period may be extended up to another thirty (30) shifts with a mutual agreement between the Contractor and the Union.

SECTION 2. Seniority:

- a. Seniority is an employee's length of continuous service in years, months and days from the employees most recent date of hire into the bargaining unit as a regular or extra employee by the Contractor.
- b. In the administration of this Agreement each of the classifications in Appendix A is a separate and distinct classification.

SECTION 3. Layoffs and Recalls:

- a. In the event of layoffs due to a reduction in force, personnel awaiting clearance (PAC) will be laid off first, by seniority, in the affected classifications prior to employees already working with a Security Clearance, after which probationary employees actively working within their classification will be the next in line to be laid off, by seniority. Employees will be laid off from and recalled to their regular job classifications in accordance with their seniority, provided they have the qualifications and Security Clearance to perform satisfactorily the work available in their regular job classification. In accordance with their seniority, employees in laid off status will be rehired, before extra employees are offered extra work, and, to the extent practical, before regular employees are assigned to work their fifth (5th) (refers to a ten (10) hour personnel) or sixth (6th) (refers to eight (8) hour personnel) day.

- b. At the time of layoff the employees shall state availability or non-availability for extra work; where the employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers.

Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

SECTION 4. Promotions and Preference of Shifts:

- a. For the purpose of this paragraph (a) a "promotion" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. When the Contractor promotes the employee to another classification, the Contractor will consider the employee's seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance. Where qualifications, to perform the work in the open position, and the prior performance are relatively equal among the interested employees, the senior employee shall be the one promoted. The Contractor shall encourage internal interest in order to maximize promotional opportunities to permanent vacancies. The Contractor's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. Permanent vacancies to be filled by promotions under this paragraph shall be posted for seventy-two (72) hours near the employee's time clock or other locations to which employees have regular access. An employee promoted under this section who cannot perform satisfactorily the work of the job to which promoted, shall be transferred back to his/her former job, shift and stations within thirty (30) shifts worked after the date of promotion. The Contractor may fill the posted vacancy temporarily during the posting period.
- b. When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, employees in the same job classification on other shifts or stations with desire to transfer to the vacancy will be transferred on the basis of their seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station applied for, and that a qualified employee is available to replace the employee desiring the transfer. An employee transferred under this Section shall assume the weekly schedule of days of work, and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and the employee shall not be eligible for another transfer under this section for six (6) months. An employee transferred under this section who cannot perform satisfactorily the work on the shift or station to which transferred shall be transferred back to his/her former shift and/or station within thirty (30) shifts worked from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift and/or station who desires to work on the shift or station where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Contractor may fill the posted vacancy temporarily during the posted period.

SECTION 5. Break in Continuous Service: An employee's continuous service, seniority and status as an employee will be broken:

- a. When the employee quits. Voluntary reductions in force shall be considered as voluntary terminations for purposes of this section.
- b. The employee is absent exceeding the period of an authorized leave of absence.
- c. The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the State Industrial Insurance System, Provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals office level shall not, in and of itself, constitute a break in the employee's seniority.
- d. The employee is absent because of layoff for a period exceeding twelve (12) months. This only applies to employees hired after October 1, 1997.
- e. Release from employment for medical reasons and failure to return to the payroll as provided in (Article 20, Section 4),
- f. Release from employment due to inability for twelve (12) months to secure or retain user access to the area for which he/she was hired.

SECTION 6. Notification: It is the responsibility of the employee to advise the Contractor of a change in either address or telephone number. An employee who is to be recalled to work by the Contractor under Section 3 shall be notified to return to work by the Contractor by certified mail return receipt requested, to the employee's current address of record on file with the Contractor. The employee will be given a minimum of forty-eight (48) hours of advanced notice of the date and time the employee is to report. A copy of the notification letter shall be sent to the Union. If such employee declines the recall offer in writing or does not respond within 7 business days after verified receipt of notification, the employee's seniority and continuous service shall be terminated, and the Contractor shall be free to hire a replacement in accordance with Article 2 of this Agreement.

ARTICLE 34
Letters of Reprimand/Warning

The Contractor will provide the Union with copies of all letters of reprimand/ warning. If a dispute arises over disciplinary action assessed against an employee for violation of Contractor Policies, Procedures, Rules or Regulations, the Contractor will review Contractor documents used in making the determination of such violations. Letters of reprimand/warning shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action unless there is a demonstrated history of the same or similar violations over a period of years.

ARTICLE 35
Savings Clause

Should any provision of this Agreement violate or conflict with any state or federal law or regulation, such provision shall be null and void, but the remainder of this Agreement shall remain and continue in full force and effect and shall be binding upon the parties hereto in accordance with the remainder of its terms.

ARTICLE 36
Department of Defense (DoD) Orders and Directives

It is understood and agreed that the Contractor's operations involved herein are subject to its contract with the DoD and the Orders and Directives of said Department, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DoD conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict.

ARTICLE 37
Substance Abuse Policy

The Union and the Contractor agree to abide by the Contractor's Substance Abuse Policy which is incorporated into this Agreement by reference.

ARTICLE 38
Housing Fund

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 301(c)(7) of the Labor Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Contractor. The Contractor shall contribute One-Half cents (.005c) per hour for each hour worked effective October 1, 2013, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including Vacation and holiday hours paid for. This rate of contribution may be increased on or after October 1, 2009 in accordance with the provisions of Article 16 and Appendix A of this agreement.

Contributions to the Housing Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Funds.

By execution of this Agreement, the Contractor party hereto agrees to accept and be fully bound by the terms of the Housing Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employees who have agreed to participate in this fund, or between the Contractor and one of more such other Contractors, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 39

Wages

Package Increases

	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022
Package Increases	\$.76	\$.80	\$.80	\$.80	\$.86

The first year (2018) the Union is allocating \$.35 of the \$.76 of the package increase to Health and Welfare to make the total H&W amount \$4.74.

Note: For purpose of the initial signing of this agreement ONLY wages and fringe adjustments will be paid retroactively to 10/1/2018. No other payments inclusive of site pay and transportation delays will be considered accept for going forward upon completion and date signed of this agreement and starting at the beginning of the payroll week.

ARTICLE 40
Term of Agreement

SECTION 1. Except as expressly provided in other provisions of this Agreement, this Agreement shall be effective as of the 1st day of October, 2018, and shall remain in effect until the 30th day of September, 2023, and shall continue from year to year thereafter unless the Contractor or the Union shall give written notice to the other of a desire to change, amend, modify or terminate this Agreement at least sixty (60) days prior to September 30, 2023 or September 30th of any succeeding year.

SECTION 2. If notice is given in accordance with the above provisions, all the terms and conditions of this Agreement shall remain in full force and effect during said negotiations. In the event the parties hereto are unable to reach an agreement, effective October 1, 2018, the provisions of Sections 1 and 2 of Article 27, No Strikes or Lockouts, and Article 26, Grievance and Arbitration Procedure, shall be suspended solely as to any such dispute regarding the negotiation referred to above. All other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Agreement this 22nd day of January 2019.

FOR THE UNION:

LOCAL JOINT BOARD OF
LAS VEGAS

BY: Geoconda Aguillo Klaus

ITS: President

BY: Ten Dun

ITS: Secy Treas

DATE: 2/6/2019

FOR THE COMPANY:

URS FEDERAL SERVICES, INC.

[Signature]
Robert Williams
HR/Labor Relations Manager

DATE: 1-22-19

CHUGACH FEDERAL SOLUTIONS,
INC.

[Signature]
Douglas Taylor
President, CFSI

DATE: 17 Jan 2019

