

**NATIONAL AGREEMENT
(Ft. Bliss)**

BY AND BETWEEN

PRIDE INDUSTRIES

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
AFL-CIO**

EFFECTIVE DATES:

October 1, 2011 through September 30, 2014

Table of Contents

AGREEMENT 2

RECOGNITION 2

UNION MEMBERSHIP 3

EMPLOYMENT OF PERSONS WITH DISABILITIES 4

PROBATIONARY (ORIENTATION) AND CONTRACT PERSONNEL 5

 PROBATIONARY EMPLOYEES 5

 CONTRACT EMPLOYEES 6

WORK ASSIGNMENTS AND TRANSFERS 6

MANAGEMENT 6

STRIKES - LOCKOUTS 7

GRIEVANCE AND ARBITRATION 7

 GRIEVANCE PROCEDURE 8

 ARBITRATION PROCEDURES 8

DISCIPLINE AND TERMINATION 9

SENIORITY 10

HOURS OF WORK, OVERTIME AND ALTERNATIVE WORK SCHEDULES 11

 HOURS OF WORK 11

 OVERTIME 12

 ALTERNATIVE WORK SCHEDULES 12

WAGES 13

HOLIDAYS 14

VACATIONS 15

SICK LEAVE 16

BEREAVEMENT LEAVE 17

LEAVE OF ABSENCE 18

JURY DUTY 18

WORKING DUES 19

MILITARY SERVICE 19

HEALTH AND SAFETY 19

GENERAL CONDITIONS 20

DRUG AND ALCOHOL TESTING 22

DAVIS BACON 23

TERM OF AGREEMENT 24

TERM OF AGREEMENT 25

AGREEMENT

THIS AGREEMENT made and entered into in Roseville, California this 1st day of October, 2011 by and between PRIDE INDUSTRIES hereinafter referred to as the "Employer" or "Company", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter collectively referred to as the "Union."

In consideration of the mutual promises made herein, the parties hereto agree as follows:

ARTICLE I RECOGNITION

Section 1. It is the intent and purpose of the parties hereto to promote harmonious relationships between the Employer and its employees and to set forth herein the Collective Bargaining Agreement ("Agreement") reached covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement, and the Union agrees to cooperate with the Employer in such manner consistent with the provisions of this Agreement, as will ensure the efficient and economical operation of the Employer's job locations. It is the further intent and purpose of the parties hereto that the Employer shall have the right to direct and control its employees, to establish the working schedule of its employees, and to promote, layoff, transfer, or discharge for just cause, as enumerated in Article IX, any employee, and the execution of this Agreement by the Employer shall not be deemed to have deprived the Employer of any rights it formerly had or exercised in respect to its employees, except as otherwise expressly provided herein.

Section 2. The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees whose classifications appear in Appendix "A" attached hereto and made a part hereof with respect to all matters relating to wages, hours and other conditions of employment.

Section 3. This "Agreement" shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the contractor for services or management of either party hereto. Any provisions contained within the Agreement, which are in contravention of the Employee Handbook, shall supersede the Employee Handbook.

ARTICLE II
UNION MEMBERSHIP

Section 1. All employees covered by this Agreement shall on or immediately following thirty one (31) days after their employment, or on or immediately following thirty one (31) days after the signing of this Agreement, whichever is later, become members of the Union and retain such membership in good standing as a condition of employment. "Membership in good standing" shall mean an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept said employees into membership on the same terms and conditions generally applicable to other members.

Section 2. The Employer agrees to notify the Union of the number and classification of new employees or additional employees needed. The Employer will consider the applicants referred by the Union together with any other applicants. No applicant will be preferred or discriminated against by the Employer because of membership or non- membership in the Union and the Employer reserves the right to reject any applicant. The Company shall at all times be free to advertise and list any job opening with any source available to the Company. Nothing in this contract shall limit the Company's right to exercise sole discretion in determining whom to hire.

Section 3. The Employer agrees to provide the Union with a list of hires and rehires the first of each month. Said report will list employees hired the previous month.

Section 4. Neither the Employer nor the Union shall discriminate against any individual because of race, religion, sex, color, ancestry, age, disability, or national origin with respect to opportunity for or tenure of employment or with respect to any terms or condition of employment or any other right, benefit, duty, or obligation created and/or protected by the provision of this Agreement.

Section 5. The Employer agrees to deduct from the pay of each employee who authorizes such deduction in writing monthly dues, initiation fees, and uniform assessments as determined by the Union and to remit such amounts to the Local Union each month, together with a list of employees involved, stating the amount deducted from the pay of each employee.

Section 6. The Union shall indemnify and hold the Employer harmless against all claims, demands, suits, or other forms of liability, which shall arise out of action taken by the Employer at the request of the Union in compliance with the provisions of this Article.

Section 7. If any change in the amount of dues is made by the Union during the term of this Agreement, the Union will provide written notice to the Company.

ARTICLE III
EMPLOYMENT OF PERSONS WITH DISABILITIES

The Union acknowledges the Company's mission "to create jobs for people with disabilities" and understands there are considerable time and costs associated with such recruitment and training. The Union will allow the Company to utilize and implement the following in order to fulfill its mission and its' contractual obligations with regard to work hours performed by persons with disabilities provided the sole intent is not to diminish the current size of the bargaining unit.

Section 1. Time Studies - The Company has the discretion to implement a commensurate wage program at a contract or worksite. This would involve conducting and implementing time studies that are repetitive in nature and can be easily time studied. The Company agrees to follow the time study/commensurate wage guidelines and regulations issued by the Department of Labor.

Section 2. Enclaves/Work Groups - The Company reserves the right to assign enclaves/work groups to a contract or worksite. Generally, enclaves are 3-6 employees with developmental disabilities working in a group setting with a job coach and/or a supervisor where they are allowed work experience and training to prepare them for a transfer or promotion into a regular position.

Section 3. Training Wage – The Company has the discretion in determining a "training wage" for employees with disabilities subject to compliance with the Service Contract Act. Once an employee is transferred into a regular position, wages will be based on the job classifications and wage rates listed in "Appendix A".

Section 4: For purposes of this Agreement, employees who:

- (a) were referred by or continue to receive on-going support and services from a State or Federal Agency – or pursuant to a State or Federal program – for the severely handicapped or disabled;
- b) are employed under special certificates which have been issued by the United States Wage and Hour Administrator;
- (c) are at the job site primarily for rehabilitative purposes;
- (d) lack the mental capacity to understand traditional work instructions without special assistance from a rehabilitation trainer. The Employer will provide the Union documentation of any such condition including certification from a Health Care Professional upon receipt of "Authorization for Release of Information" from employee and the Union will maintain the privacy of such information as required by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule ; and
- (e) are directly supervised on a day-to-day basis by a rehabilitation trainer (job coach);

will be considered "clients" and may choose to be excluded from the terms "employee" and "employees" as used herein and, thereby, from coverage under this Agreement.

Section 5 Any employee who is excluded from coverage under this CBA as a "client" as set forth in Section 4, will pay his or her Union dues a fee equal to 75 percent of the applicable Union dues for all other employees covered under this CBA. These fees, which are for the representational costs incurred by the Union to represent those employees who are excluded as "clients" under the terms of Section 4, will be deducted from the employees' wages pursuant to Article II above.

Employees classified as "job coach" are not covered under this agreement.

Section 6 Supervision and Training – Supervisors will be allowed to perform collective bargaining work in order to act as an additional resource to train employees with disabilities and to meet manpower needs, productivity levels and customer requirements in doing so. Supervisors will not perform collective bargaining work to avoid recalls from layoffs or to avoid overtime.

Section 7. Temporary Employees - The Company retains the right to employ non-disabled employees on a temporary basis until persons with disabilities can be recruited, hired and trained.

Employees classified as temporary are eligible for holiday, vacation or sick leave.

Employees classified as temporary do not have seniority rights as outlined in Article X. If a temporary employee is hired into a regular position their seniority date begins on the date of their transfer/hire into that regular position.

The Company shall designate temporary assignments in ninety (90) calendar day increments and shall notify the Union prior to hiring employees into these positions. Temporary employees shall be required to meet the terms and conditions of membership as defined by the Union by-laws should their status change from temporary to regular or should their temporary assignment exceed ninety (90) calendar days.

The Company reserves the right to utilize temporary agencies for the purpose of hiring temporary employees.

ARTICLE IV PROBATIONARY (ORIENTATION) AND CONTRACT PERSONNEL

PROBATIONARY EMPLOYEES

Section 1. Newly hired employees shall be on probation (orientation) period for the first ninety (90) calendar days of employment. During the orientation period, the Company may discipline or terminate any employee for any reason without recourse to the grievance procedure or arbitration.

Section 2. Upon completion of the orientation period, employees shall be placed upon the seniority list as of their first date of employment.

Section 3. Employees who transfer or who are promoted to another union job classification will be considered on an orientation period for the first forty-five (45) calendar days in the new

position: In the event the employee is unable to perform the duties of the new job the employee will be allowed to return to their previous position if the position has not been filled. If the position has been filled the employee will be allowed to return to any other open position provided they have the experience, skills and qualifications for the job. During the forty-five (45) day orientation period, the employee will continue to retain and accrue seniority

CONTRACT EMPLOYEES

Section 1. The Company, in order to meet manpower demands, may utilize the employees of contract companies to supplement the Company’s workforce. The Company may subcontract work which is specialized in nature, which involves infrequent or other unique demands, which has normally been subcontracted by the Company or normally not performed by bargaining unit employees.

Section 2. The Company agrees not to use subcontractor personnel for the purpose of laying-off, avoiding recall of non-contract employees or avoidance of overtime.

**ARTICLE V
WORK ASSIGNMENTS AND TRANSFERS**

Section 1. In the event of an inequality of workload between classifications of employees and/or departments, or a manpower shortage in any department, management may select and assign qualified employees a temporary re-assignment or “transfer” to the classification, or department required.

Section 2. Transferred employees shall retain their current rates of pay, unless they are assigned to work in a higher classification, in which case they shall receive the higher rate of pay for the duration of their transfer.

Section 3. As a general rule, transfers shall be limited to a forty-five (45) calendar day window. In the event that the Company requires more than forty-five (45) days they shall notify the Union.

In the event that a transferred employee retains a higher classification for over ninety (90) calendar days, the employee shall be granted the higher rate of pay as long as they remain in that position.

Lead employees may be used as transfers with the understanding that if the Company determines the transferring lead needs to be replaced, a temporary lead position will be given to the crew/department for the duration of the transfer.

Section 4. Section 3 of this article does not apply in the event of a layoff and the Company offers lower paid positions to affected employees.

**ARTICLE VI
MANAGEMENT**

The Company maintains all of its usual and customary functions not specifically expressed in this
Page | 6

Agreement, including, but not limited to, the right to direct and manage the workforce, direct and manage its business operations, establish or change existing methods, to establish hours of work, to establish new and/or different positions, qualifications for positions, qualifications for new hires and the number and types of positions to be filled, to assign, promote, demote, layoff, recall, to make and enforce rules and policies in compliance with this Agreement and the Company's employee handbook, to discipline, suspend or terminate in accordance with the applicable articles contained herein and the Company's employee handbook.

ARTICLE VII STRIKES - LOCKOUTS

During the term of this Agreement, there shall be no strikes, lockouts, slowdowns, work stoppage, suspension, or other interruption of work on the part of any employee or the Union. Suspensions for work and slowdowns include all work stoppages, sit-down strikers, and slowdowns of work, wildcat strikes, sympathy strikes, picketing or other interference or demonstration against the Company or its operations. The Union agrees that all disputes shall be settled as herein provided and that any such interference with work or demonstration against the Company shall not be sanctioned or authorized by the Union, and that if such occurs, the Union shall publicly exert its full and unrestricted effort in urging discontinuance of such interference with the Company's operations. It is further agreed that the Company may terminate or otherwise discipline any employee who violates any of the provisions of this Article in any manner. All disputes and disagreements shall be handled in a manner set forth in Article VIII. The Employer agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

ARTICLE VIII GRIEVANCE AND ARBITRATION

It is mutually understood and agreed that all grievances arising under this Agreement shall be processed as promptly as possible and that failure to adhere to the time limitations result in the grievance being deemed abandoned by the Union.

A grievance is defined as any dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment, or any terms or conditions of this Agreement.

A grievance shall include, but is not limited to, any such issue brought by an employee, the Company or the Union, which involves the interpretation, application or compliance with the provisions of this Agreement. All policy and discharge grievances shall be filed at the Step 3 of this procedure.

The Union may appoint one primary and one alternate working employee as a Union Steward, whose duties it shall be to receive all grievances or disputes from the employees covered by this Agreement and to adjust them immediately with the Employer's representative. The alternate steward is to act on behalf of the Union only in the absence of the primary steward. The Employer will recognize duly elected or appointed Steward(s), provided they have at least six (6) months' service with the Employer.

The Union Steward shall not be discriminated against in any manner by the Employer or its

representative, because of or on account of the activities of the Steward in presenting any adjustment of grievances or disputes.

The Union Steward shall report to his/her supervisor and request permission prior to leaving the job to conduct Union business provided it would not interfere with operational requirements, and to report to his/her supervisor upon his/her return.

Any union activities undertaken by the Union Steward during or outside of his/her normal working hours shall be with pay, and shall be considered as time worked for overtime purposes.

Standard Union activities shall be considered Grievance Investigation, Dues Check-Off, or Membership Paperwork. In the event that other Union Business is required the Union shall request the necessity and management shall not unreasonably deny such a request.

GRIEVANCE PROCEDURE

Step 1. Within five (5) working days of an incident or event giving rise to a grievance, the affected employee, with or without his/her Union Steward, must discuss the grievance with his/her immediate supervisor in order to initiate the grievance. If the issue is presented by the Union Steward, the affected employee may be present. In cases involving employees with disabilities, the Case Manager may be present at this initial meeting.

If a satisfactory resolution of the issue is not reached during this meeting, the employee or Union Steward must submit the grievance in writing to the Company within five (5) working days of the initial meeting.

The Company shall render a written decision within five (5) working days after the submission of the grievance. If the Union wishes to appeal, it must appeal the grievance to Step 2 within five (5) working days after the Company decision. Such appeal shall be in writing to the Site Manager.

Step 2. The affected employee and Union Steward will meet with the Site Manager and/or Company Representative to discuss the grievance as soon as is mutually agreeable. A written decision by the Company shall be rendered within seven (7) working days of the Step 2 meeting.

The Union may appeal an unfavorable decision to Step 3 within seven (7) workings days of receipt of the Company's decision.

Step 3. The Union Business Representative shall meet to discuss the grievance with the Site Manager or Company Representative as soon as mutually agreeable.

The Union may appeal an unfavorable decision in Step 3 to Arbitration within ten (10) working days from receipt of the decision in Step 3.

ARBITRATION PROCEDURES

Section 1. If the dispute is still not resolved, the Union may appeal the grievance to arbitration

within (10) working days after receipt of the employer's response. The parties shall jointly select either American Arbitration Association (AAA) or Federal Mediation and Conciliation Services (FMCS) as an impartial arbitrator to adjust the dispute, whose decision shall be final and binding upon both parties.

Section 2. The arbitrator shall not have the right to add to, subtract from or otherwise modify any of the terms of this Agreement, and all decisions must be within the scope and terms of this Agreement.

Section 3. It is agreed and understood that only one issue shall be submitted to one arbitrator, unless the Union and the Employer shall mutually agree to submit more than one grievance to the same arbitrator.

Section 4. The arbitrator shall submit a written decision within thirty (30) working days after hearing the case. The decision must specify in what manner the amount (if pay is involved) is to be received by the aggrieved party.

Section 5. All time limits specified above exclude Saturday, Sundays, and holidays. Failure on behalf of the Union to meet a time limit, unless an extension is negotiated between the Employer and Union will render the grievance null and void. Failure on behalf of the Employer to meet a time limit, unless an extension is negotiated between the Employer and Union will result in concurrence.

Section 6. The fee of the arbitrator shall be equally shared by the Union and the Employer.

ARTICLE IX DISCIPLINE AND TERMINATION

Section 1. The Employer retains the right to terminate, discipline, or suspend an employee for just cause or in accordance with the Company's Rules and Regulations. The Employer shall provide all employees and the Union with a copy of the Company's Rules and Regulations.

"Just cause" shall include, but not be limited to, the violation of a reasonable company rule which the Employer may from time to time establish. The Employer shall establish rules and provide a copy to the Union. New employees shall be given a copy when hired.

The Company may formulate new rules and regulations as necessary, and shall provide the Union with any such changes. The Company will discuss such changes with the Union, if requested, and the Union may grieve the application or enforcement of those rules and regulations which are inconsistent with the terms of this Agreement.

Section 2. In the event an employee shall be terminated or suspended for disciplinary purposes, and the employee believes there has been unjust treatment, the complaint shall be adjusted pursuant to the grievance and arbitration procedures provided herein. The employee shall have the right to present the grievance with the Union Steward to the supervisor or Site Manager before leaving the worksite. The complaint must be taken up with the Employer within five (5) days from the date of such termination, discipline or lay-off.

Section 3. Anti-sabotage, anti-espionage, and worksite protection measures, including access into the worksite, approved or prescribed by the appropriate Governmental or Military Security Representatives, shall be binding upon management, employees and their representatives.

Section 4. Any employee not granted a security clearance or any other employment requirement that is required by the controlling Governmental agency shall be terminated without recourse to grievance or arbitration procedure. In the event of such termination, the employee shall be informed in writing that he has not been granted a security clearance or does not meet other Government requirement.

ARTICLE X SENIORITY

Section 1. Seniority is defined as the "length of continuous service from the employee's date of hire with the contractor including predecessor contractor(s)". If two or more employees have the same hire date, their seniority shall be established by alphabetical order of their last name.

Orientation (probationary) employees shall not be deemed to have, or exercise, any seniority rights under this Agreement, unless and until successful completion of the orientation (probationary) period. Employees who are under the forty-five (45) day orientation period for transfers will continue to retain and accrue seniority.

In view of the Company's mission and contractual obligations, employees with disabilities shall be given priority in seniority over non-disabled employees with respect to layoffs, reduction of hours of work and recalls. In the event the Company deems it necessary to layoff and/or reduce work hours, skills, performance and ability being equal, employees with disabilities shall have priority by order of their seniority, followed by non-disabled employees by order of their seniority.

In the event of a layoff or recall where seniority is not followed, the Company agrees to provide the Union in writing with a list of all employees to be laid off and a list of employees that will not be laid off or recalled and their disability status. The Union agrees that any information provided to them regarding an employee's disability will be kept confidential. The decision concerning which classifications of employees are to be laid off/recalled is reserved to the Company.

Section 2. Employees shall lose their seniority for the following reasons:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Absence of three (3) consecutive working days without notice to the Employer.
- (d) The employee has been laid off for less than twelve months (12) and does not return to work on a date and time specified in a certified letter from the Company, mailed to the employee's last known address offering such employee recall to work. The return to work

date shall not be less than five (5) working days after mailing such notice.

- (e) The employee is laid off and not recalled within twelve (12) months of lay off.
- (f) Failure to return within three (3) days of the expiration date on a leave of absence.
- (g) Giving a false reason for obtaining a leave of absence.
- (h) Accepting employment while on leave of absence.
- (i) Failure to be called within one (1) year from date of layoff or an amount of time equal to length of service with the Employer, in no case to exceed twelve (12) months.

Section 3. Employees are responsible for keeping the Employer apprised of address and phone number changes in writing.

Section 4. For the purpose of filling job vacancies, the Employer will post a notice of all job vacancies on all bulletin boards for three (3) days, during which qualified employees may apply in writing for the vacancies. Only those employees who have applied in writing shall be considered for the job vacancy.

Section 5. The Seniority Article does not preclude the employee or the Union from using the Grievance Procedures as set forth in this Agreement.

Section 6. The Company will provide a seniority list to the Union in January of each year. Unless a grievance is filed within thirty (30) working days of its issuance, the list will be deemed to be correct.

ARTICLE XI HOURS OF WORK, OVERTIME AND ALTERNATIVE WORK SCHEDULES

HOURS OF WORK

The normal workweek is Saturday through Friday. Depending on the worksite and/or nature of work, employees shall be paid bi-weekly, on Fridays or weekly, on Fridays.

Section 1. The Employer will utilize three job categories for non-exempt, hourly employees covered by this Agreement.

Full-time - Employees categorized full-time shall typically work forty (40) hours per week or five (5) workdays of eight (8) hours each day unless the Company is unable to meet the mission requirements for the contract; there is a lack of work; or the employee takes unpaid time off from work.

Part-time - Employees categorized as part-time shall typically work thirty-five (35) or fewer hours per week.

Temporary – Employees categorized as temporary may work a full or part time schedule. Should the length of a temporary assignment extend beyond ninety (90) days the Company will notify the Union.

Section 2. Where possible, each employee shall have two (2) consecutive off.

Section 3. In the event that employees are called out for work after their regular shift and prior to the hour of 4:00 AM Mountain Time on the day of their next scheduled shift, and the call out or overtime assignment lasts a minimum of three (3) consecutive hours, they shall be given a rest period of a minimum of six (6) hours, beginning when they've completed the callout assignment or overtime work, before they have to report to work for their next shift. If an employee is called out at 4:00 AM Mountain Time or later before their next scheduled shift, they shall continue to work and complete their regular shift. Unless there is business a need, the employee may be allowed to leave work after completing eight (8) hours of work.

OVERTIME

Section 1. Hours worked over forty (40) hours in a workweek shall be paid at one and one half times (1½X) the employee base rate of pay. The seventh day of the employee's work week will be paid double time (2X) the employee base rate.

In California employees who work over eight (8) hours in a workday shall be paid at one and one half times (1 ½ X) the employee base rate of pay.

Section 2. All overtime shall be distributed as equally as possible within classification.

Section 3. The Employer agrees as a matter of policy to notify employees of the requirement to work overtime at least two (2) hours prior to quitting time, if the requirement is known to the Employer.

Section 4. There shall be no pyramiding of overtime.

Section 5. No employee shall take time off in lieu of overtime payment.

Section 6. Only holiday and bereavement pay shall be counted as hours worked for purposes of computation of overtime pay.

ALTERNATIVE WORK SCHEDULES

A four-day, forty hour (4x10) workweek may be implemented in selected work areas. The basic guidelines to be followed in establishing the four-day forty-hour week are as follows:

For employees categorized as full time;

The 4x10 workweek shall consist of four ten (10) hour days with three (3) consecutive days off.

Ten (10) hours shall constitute a day's work and shall be completed within ten (10) consecutive hours.

All hours worked within the scheduled ten (10) hours shall be paid at straight time wage rates. All time worked in excess of twelve (12) hours per day will be paid at the rate of double (2X) the employee's regular, straight time pay, including shift differential, if applicable. All employees working an alternate work schedule and all time worked in excess of forty (40) hours in a work week will be paid at the rate of one and one half (1½X) the employee's regular straight time pay including shift differential if applicable.

The Employer shall retain the sole right to offer the availability of a four ten-hour workweek based on operational or mission requirements within any affected employee work group.

Once the Employer establishes the requirement and schedule for four ten-hour workweek it will be offered to the most senior qualified employee. If the shift is refused offers will be made to the next most senior qualified employee until the assignment is met or the least senior qualified employee is assigned. Employees assigned to a four-day workweek may be assigned to other than the day shift. The Employer shall retain the sole right in determining the most "qualified" employee.

Holiday provisions for the 4x10 workweek appear under Article XIII.

ARTICLE XII WAGES

Section 1. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job classifications and wage rates as reflected in Appendix "A" attached hereto and made a part hereof except as noted in Article III.

Section 2. Employees who work in different job classifications will receive the appropriate wage rate for that job classification for all hours worked in that job classification.

Section 3. In the event employees report to work for their regular shift, without having been notified before the termination of the previous day's regular working shift, not to report, and work is not available, the employee shall be paid two (2) hours reporting pay at the regular rate of pay. Acts of God and failure of equipment beyond the Employer's control, or the site has been closed down by the Government shall nullify the Employer's requirement to pay such reporting pay.

Section 4. When employees are called out for work other than a regular shift, they shall be guaranteed two (2) hours pay at the applicable overtime rate of pay. If the employee does not correct the problem he is called out to correct he must notify the supervisor of such.

Section 5. The parties agree to meet to discuss implementing training positions on a case by case basis. In order to enter into the training program an employee must be employed for at least two years. In addition to this requirement, a variety of factors including but not limited to employee performance, employee attendance, disciplinary history and the company's mission obligations will

be considered.

There is no guarantee that once accepted into a training position any employee will automatically be promoted to the higher position at the end of the training program.

Employees must maintain an acceptable level of performance and attendance; meet the defined training objectives and other factors in order to remain in the training program. If an employee does not continue to meet the standards they will be removed from the training program for at least one year.

The length of the training will vary based on the nature of the higher position.

While in the training program the employee will receive an increase in their current salary equal to half of the difference of their targeted pay and their current pay, not to exceed seventy-five (75¢) cents per hour.

Section 6. Positions designated as “lead” by the Company will be paid an additional one dollar (\$1.00) per hour. Employees in lead positions as of the signing of this agreement who are earning more than the \$1.00 lead differential will continue to be paid at the higher rate until they transfer into another position or leave the company.

ARTICLE XIII
HOLIDAYS

Section 1. The Employer shall recognize the following eleven (11) days as paid holidays, and any other holidays that might be declared by the Government providing the Employer is paid for the additional declared Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (Fourth of July)	Christmas Day
One (1) floating holiday* per calendar year	

*The floating holiday shall be observed as follows:

Request for such floating holiday shall be made by the employee in writing, at least two (2) weeks prior to the date of the desired holiday. The floating holiday, insofar as is reasonably possible, shall be granted on the day most desired by the employee, but the final right to assign such holiday and the right to change such assignments is exclusively reserved for the Employer.

The floating holiday will be added to the employee's vacation bank each calendar year.

Section 2. For all part-time and temporary employees or employees who work less than forty

(40) hours in a work week, pay for each of these holidays shall be pro-rated based on the number of hours worked in the preceding three (3) pay periods.

In order to receive Holiday Pay an employee must work their scheduled work shift the day before and the day after the Holiday unless the employee is able to provide a doctor's note stating they were unable to work due to illness or injury.

Section 3. The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall.

Section 4. When a holiday falls on a Saturday or Sunday, it shall be celebrated on either the preceding Friday or the following Monday or according to the Government schedule.

Section 5. All employees including orientation (probationary) employees who work on any of the above-named holidays shall be paid one and one-half times (1 1/2) times their rate of pay plus holiday pay.

Section 6. Any employee on leave of absence for any reason except Bereavement will not receive holiday pay for the holiday occurring during such period.

Section 7. **Alternate Work Schedule/4x10 Workweek:**

When a holiday falls on an employee's regularly scheduled day of work and he is not required to work on that day and his regularly scheduled workweek consists of four ten (10) hour days, he shall be paid, as a holiday premium, ten (10) hours worked for the purpose of computing overtime in that workweek.

When a holiday falls on an employee's regularly scheduled day of work and the employee works on that day, he shall be paid as a holiday premium, ten (10) hours pay for that day and shall be paid, in addition, one and one-half times the contract rate of pay for the number of hours that he actually works.

ARTICLE XIV VACATIONS

Section 1. All employees who have been in the continuous service of the Employer for one (1) year with the current contractor or previous contractor shall be entitled to two (2) weeks of vacation with pay.

Section 2. On the employee's fifth anniversary date with the current contractor or previous contractor, the employee shall be entitled to three (3) weeks of vacation with pay.

Section 3. On the employee's fifteenth anniversary date with the current contractor or previous contractor, the employee shall be entitled to four (4) weeks of vacation with pay.

Section 4. For all part-time and temporary employees or employees who work less than forty (40) hours in a work week, pay for vacation shall be pro-rated based on the number of hours worked

in the preceding three (3) pay periods.

Section 5 An employee who leaves the Company shall be entitled to only their vested and unused vacation amount upon termination.

Section 6. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional days' vacation with pay, or pay in lieu thereof if the day of holiday was included in the vacation payment.

Section 7. Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the employee, but the final right to assign vacation periods and the right to change such assignments is exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.

Section 8. Vacation must be used prior to the employee's next anniversary date.

Section 9. Choice of vacation dates in each classification shall be granted to employees in accordance with their length of continuous service.

Section 10. Vacation may be used in one day or full week increments. Employees must provide management with a two (2) week advance notice prior to taking vacation.

ARTICLE XV
SICK LEAVE

Section 1. All employees shall accumulate sick leave at one half (½) day each month up to a maximum of six (6) days per year. Employees can accumulate a maximum of thirty (30) paid sick leave days. After reaching the maximum, sick leave is capped and will no longer be accrued. Sick days will resume accruing when the balance falls below the thirty (30) day maximum.

In the event that all or any portion of the accumulated sick and injury leave for which an employee is eligible is used, the accumulation shall start again in the first (1st) pay period following the employee's return to work.

Section 2. For all part-time and temporary employees or employees who work less than forty (40) hours in a work week, pay for sick leave shall be pro-rated based on the number of hours worked in the preceding three (3) pay periods.

Section 3. Sick leave may be used in the event of a disabling personal illness or injury to the employee or when an immediate family member requires care due to illness or injury or for doctor or dental appointments for the employee or immediate family member. Sick leave may be taken in one hour increments.

For this section, immediate family member includes; spouse, domestic partner, and minor child the employee is financially responsible for, parent and step parent.

In the case of an employee's absence from work, the Company requires a doctor's note excusing the employee from work and a written doctor's release returning the employee to work for all absences in excess of three (3) consecutively scheduled work shifts in any seven (7) day period.

In the case of an immediate family member's illness or injury, the employee will be required to present to the Company a medical certification they are needed to be off work to care for an immediate family member if the absence is in excess of three consecutively scheduled work shifts in a seven (7) day period.

Section 4. The Company will deduct any amount the employee received or is entitled to receive from State Disability Insurance, or Workers Compensation. The amount of sick leave paid by the employer shall be divided by the employee's straight-time hourly rate, and the resultant figure, which expresses hours, shall be charged against the employee's sick leave reserve. The remainder, in hours, shall stand to the employee's credit as sick leave reserve.

Section 5. The sick leave benefits are intended for sickness and/or injury only and shall be used for no other purpose. Any fraudulent use of sick leave shall be considered sufficient cause for termination.

Section 6. In the event employees covered by this agreement are terminated as a result of the Employer losing its contract the successor contractor shall assume the earned sick leave accruals of any such employees it subsequently hires.

Section 7. The Employer may require the use of vacation and sick leave during a leave prior to applying Worker's Compensation benefits.

Section 8. Sick leave may not be traded or borrowed by employees; sick leave is for the absolute purpose of the entitled employee.

ARTICLE XVI BEREAVEMENT LEAVE

Section 1. If necessary for an employee to lose time from work because of a death in the immediate family, who resided in-state, the employee shall be entitled to three (3) days' paid bereavement leave. If a death in the immediate family occurs, who resided out-of-state, the employee shall be entitled to five (5) days' paid bereavement leave. "Immediate family" is defined to mean an employee's father, mother, stepfather, stepmother, spouse, domestic partner, sister, brother, children (including legally adopted and step children), father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

Section 2. At the request of the Company, the employee shall furnish a death certificate or obituary, and proof of relationship to the deceased.

ARTICLE XVII
LEAVE OF ABSENCE

Section 1. The Employer agrees to all existing state and federal rules pertaining to leaves of absence.

Section 2. Employees requesting a leave of absence must do so in writing.

Section 3. The Employer will continue the payment of health and welfare only on approved Federal Medical and Family Leaves of Absences. Health and welfare payments will not exceed twelve (12) weeks. The health and welfare payment will be pro-rated based on the hours worked the preceding three (3) pay periods.

Section 4. Employees elected to Local Union or International Union positions or as a delegate of any labor activity necessitating a leave of absence, shall be granted an unpaid leave of absence not to exceed one (1) year. Extensions of such leave shall be granted by mutual agreement between the Employer and the Union. Leaves of absence shall not be granted to more than one (1) employee in each department at one time.

Section 5. Seniority status shall accumulate during Employer approved leave of absence.

ARTICLE XVIII
JURY DUTY

Section 1. When an employee is absent from work in order to serve as a petit juror or to report to the court in person in response to a jury duty summons or to report for jury examination, the employee shall be granted pay for those hours for which the employee is absent from work during their regularly scheduled shift less the fee or other compensation paid with respect to such jury duty for a period of ten (10) days in any one calendar year.

Section 2. Employees subpoenaed to proceedings in which they are a party to the action (either plaintiff or defendant) are not eligible for jury duty pay but may use unused vacation time.

Section 3. Jury duty benefits shall only be paid when such services deprives such employee of pay that he otherwise would have earned. (I.e. if the employee is on jury call-in but at work, no benefit is owed)

Section 4. To be eligible for such jury duty pay, the Employee must furnish documentary proof from the Jury Commissioner, or other responsible authority, of all time served on jury duty and his compensation thereof.

Section 5. No payment will be made to an employee unless a statement is provided to the Company showing the amount of fees paid, or payable and the actual time spent in jury service. A release form, time and date stamped by the clerk is required as proof of time served.

Section 6. An employee excused from jury duty after less than a substantial part of a workday (note later than 12 noon), shall return to work for the duration of the workday. Failure by the employee to return to work in such circumstances without Company consent will result in a loss of reimbursement for the period in question.

ARTICLE XIX WORKING DUES

Section 1. The Employer will check-off and remit to the Union monthly dues and initiation fees of employees who have executed and furnished to the Employer payroll deduction authorization in the form of Exhibit I, attached to this Agreement, which by this reference is made a part hereof.

Section 2. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the terms of this Article.

ARTICLE XX MILITARY SERVICE

Section 1. Any employee who is conscripted by or enlists in the Armed Forces of the United States shall be afforded the protection of applicable state and federal laws regarding Military Service and Military Service Leave of Absence.

Section 2. Any employee, who is a member of an active military reserve unit, shall be allowed two (2) weeks unpaid military leave per year to attend active military training. The employee may use unused vacation during time spent in military training.

ARTICLE XXI HEALTH AND SAFETY

Section 1. Employees will be provided with a copy of the Company's Safety Program upon hire and with specific safety procedures for the worksite on their first day of work.

Section 2. There shall be a joint safety committee comprised of two (2) members of the Union and two (2) members of management, to meet at reasonable intervals for the purpose of correcting and/or eliminating any unsafe or hazardous conditions. The Committee's recommendations and/or actions shall be considered advisory in nature. Each member shall be selected by the members as a whole and not by management.

Section 3. The Union agrees that it will encourage its members to work safely, to utilize proper protective apparel and devices, as required by the work assigned, to observe safety precautions and to cooperate fully with the Company's Safety Committee to prevent hazardous conditions and work practices.

Section 4. The Company shall provide reimbursement to employees for the cost of safety boots not to exceed \$150.00 per year, per pair. The Company will determine which positions are designated for this reimbursement. Management has the discretion to approve a second reimbursement during the year due to extraordinary wear due to the nature of the job.

Section 5. Any employee operating company-owned or government-owned vehicles or equipment will be required to have a valid driver's license as a condition of employment. Additionally, employees must have a past driving record such as to qualify for the Employer's required liability insurance coverage as a condition of employment.

Employees are required to notify management of any changes to their driving status. If an employee's driving status changes, (they no longer have a valid driver's license or they cannot be covered under the Employer's liability insurance coverage), the Company has the discretion of transferring the employee to any available job where driving is not required at the applicable wage rate for that job classification, or the employee may be terminated.

Section 6. Visits to the doctor in cases of industrial injury or illness shall be on company time, for employees who have returned to work in a full or modified capacity. Employer may request doctor's note to include time released by the doctor. All visits must be authorized in advance by management. In this event, the employee must give his supervisor a duplicate of the appointment slip furnished by the doctor.

Section 7. Should an emergency response list be necessary both parties agree to meet to discuss said list.

ARTICLE XXII GENERAL CONDITIONS

Section 1. The Local Union Representative shall have access to the worksite during regular working hours when necessary for discussion of any matter regarding the provisions of the Agreement. When possible, representatives of the Union shall notify the appropriate Company representative, i.e. Human Resources Representative, Human Resources Director or Site Operations Manager no less than two (2) hours prior to requiring access and the Company shall not unreasonably deny access. This privilege of access shall not be used so as to interfere with the orderly process of business operations.

Section 2. The primary Shop Steward or alternate in the absence of the primary steward shall be reasonably free to check all departments as required. If necessary for stewards to leave their departments or assigned work areas for the purpose of Union business, they shall notify the supervisor of his/her department.

Section 3. Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force

and effect.

Section 4. Non bargaining unit employees shall not perform any work covered by the terms of this Agreement except in a bonafide emergency.

Section 5. The Union agrees, for itself and on behalf of its members, that the Employer must enjoy flexibility of operations and therefore may utilize employees to the degree that no employee's time shall be wasted. However, the Employer agrees that in no manner will deliberate action be taken to violate this provision and only under unusual or emergency conditions will substantial changes of assignments be made.

Section 6. Bargaining unit members who are temporarily assigned to perform work normally performed by non-bargaining unit employees shall be paid at the higher rate of pay if the employee is performing the same work as that of the person being replaced.

Section 7. The Employer shall provide appropriate bulletin board space exclusively for the use of the Union, all of which must be approved by the Employer before posting. The items listed below do not require Employer Approval:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and results of Union elections.
- (d) Notices of Union meetings.

There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising, or political matter.

Section 8. All notices, demands, or communications required or permitted by the terms of this Agreement shall be given, by either of the parties hereto, to the other by delivering or mailing by registered or certified mail.

Section 9. Should the Employer introduce new jobs or new equipment which would require different skills or the creation of a new job classification, the Employer agrees to notify and meet with the Union upon request to establish an appropriate rate and job title for such new work. A letter of understanding shall be attached to this Agreement to set forth the terms of such new classification.

Section 10. The Employer shall furnish two (2) complete sets (i.e. ten uniforms) of uniforms and pay for the laundering and cleaning of same for those employees who are required to wear special uniforms or special clothing. Wash and wear clothing is excluded from this section.

Section 11. The Employer agrees to provide reimbursement for employee's books and tuition expense incurred in the course of Employer pre-approved job related training after the successful completion of the training.

Section 12. Changes to mailing, address, home or cell phone numbers must be reported immediately to management or the Human Resources Department.

ARTICLE XXIII DRUG AND ALCOHOL TESTING

Section 1. The Company and the Union recognize their mutual obligation to provide a safe workplace. The parties therefore agree to take all actions necessary to eliminate the use of drugs and alcohol by employees in the workplace.

Illegal drugs are controlled substances, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). This excludes the use of controlled substances pursuant to a valid prescription or other uses authorized by law.

While alcohol is not an illegal drug, its abuse to include use prior to work or during work hours has significant safety impacts that are of vital concern to the employees and the Employer.

Section 2. Testing will be accomplished through an approved and certified testing facility and reviewed/reported by a licensed MRO (medical review officer). The MRO will discuss all positive testing with the employee to determine if the positive result could have resulted from legally prescribed medication. A verifiable chain of custody shall be provided to protect the samples.

The testing program is to be conducted with the utmost confidentiality possible to protect the rights and reputation of the employee.

Section 3. The Employer has the right to require all applicants, incumbents and re-hires to submit to and successfully pass a pre-employment drug screening.

Employees will be requested by management, safety and/or human resources personnel to submit to alcohol and/or controlled substances screening under the following conditions:

- a. Trained company management has reason to suspect and believe that the employee is impaired and/or may have recently used alcohol or controlled substances, and/or
- b. Trained company management has reason to suspect and believe that the employee's performance or behavior is adversely affected by alcohol and/or controlled substances.
- c. The employee is involved in an on-the-job accident (regardless if the employee sustained an injury or not).
- d. The employee is involved in an on-the-job injury.

Section 4. A refusal to submit to screening means (i) failure to submit to a screening when requested; (ii) failure to provide adequate breath for screening without a valid medical explanation; (iii) failure to provide adequate urine for controlled substances screening without a valid medical

explanation; (iv) engaging in conduct that clearly obstructs the screening process; or (v) refusal to sign the certification forms or otherwise cooperate with the screening process in a way that prevents the completion of the test. Failure to submit to a screening under these circumstances is considered gross insubordination, and the employee will be terminated.

Section 5. If the test results indicate positive for alcohol and/or controlled substances, the results will be reviewed by a company designated MRO for evaluation.

The employee whose tests are confirmed positive, at the company's discretion will be 1) terminated or 2) referred to the company's EAP professional who will assess the employee's condition and make recommendations for treatment which, if accepted by PRIDE, must be followed by the employee. Failure to follow the accepted recommendations (which may include a signed back to work agreement and random testing for a year) will result in the employee's termination.

Section 6. Any employee who is removed from the work place or work status specifically for Drug or Alcohol testing and who tested negative, either on the initial or subsequent test, shall be entitled full reinstatement and back pay for all time lost directly attributable to the Drug Testing Program. All reference to the test will be removed from the employee's file.

Section 7. Employees who fall under the purveyance of the Department of Transportation (DoT) regulations based upon licensing will be subject to random drug and alcohol testing as set forth by DOT regulations.

ARTICLE XXIV DAVIS BACON

Davis Bacon Wage Rates will be paid on all work meeting current Department of Labor criteria as defined by the Federal Government and their work authorization to PRIDE Industries. The Employer will post the relevant Davis Bacon wage determination on the Company bulletin board. Since Davis Bacon work carries very high visibility it must be completed in an expeditious and efficient manner. Employees found to be loafing or not working efficiently will be removed from the Davis Bacon assignment. Assignments within shops to Davis Bacon work will be made based on the criteria listed below. However, personnel changes will not be made during the progress of an individual job solely to equalize the amount of Davis Bacon work assigned to individual employees.

Davis Bacon Assignment Criteria:

- a. Experience on the type of work.
- b. Rating on completed work orders.
- c. Availability to complete task.
- d. Amount of Davis Bacon work previously assigned (%).
- e. Seniority.

ARTICLE XXV
TERM OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from October 1, 2011 through September 30, 2014 subject to the following, and shall continue from year to year thereafter, unless either party desires to change, modify, or terminate this Agreement by giving ninety (90) days' notice prior to September 30, 2014.

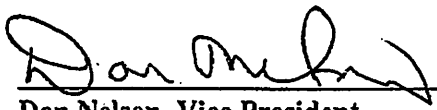
In the event the Labor-Management Relations Act of 1947, the Fair Labor Standards Act, or the Service Contract Act, and the rulings and interpretations issued there under are amended, changed, or repealed during the term of this Agreement, the Employer and the Union agree that they will, at that time, upon written request of either, negotiate on provisions of this Agreement which are affected by such amendments, changes or repeal.

IN WITNESS WHEREOF, The duly chosen representatives of the parties herein, affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hand and seal.

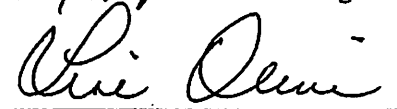
EXECUTED THIS 1st day of October, 2011.

FOR THE EMPLOYER:

PRIDE INDUSTRIES

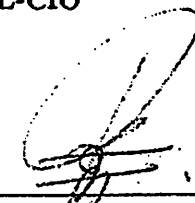

Don Nelson, Vice President
Facilities Operations


Jeff Bolles, General Manager


Tina Oliveira, SVP Human Resources

FOR THE UNION:

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 351,
AFL-CIO


Juan De la Torre,
Business Representative

APPENDIX "A"
WAGE RATES - FT. BLISS

JOB CLASSIFICATIONS	CURRENT	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012	EFFECTIVE 10/1/2013
Appliance Mechanic	18.42	18.79	19.16	19.55
Carpenter	18.42	18.79	19.16	19.55
Carpenter - Lead	19.42	19.79	20.16	20.55
Electrician	20.15	20.55	20.96	21.38
Electrician - Lead	21.15	21.55	21.96	22.38
Electrician High Voltage	20.15	20.55	20.96	21.38
Engineering Technician IV	24.88	25.38	25.89	26.40
Fire Alarm Systems Mechanic	19.54	19.93	20.33	20.74
Fire Alarm Systems Mechanic - Lead	20.54	20.93	21.33	21.74
Forklift Operator	11.39	11.62	11.85	12.09
General Maintenance Worker	17.27	17.62	17.97	18.33
General Maintenance Worker ISR - Lead	18.27	18.62	18.97	19.33
Grounds Maintenance Laborer	13.74	14.01	14.30	14.58
Grounds Maintenance Laborer - Lead	14.74	15.01	15.30	15.58
Heavy Equipment Operator	19.54	19.93	20.33	20.74
Heavy Equipment Operator - Lead	20.54	20.93	21.33	21.74
Heavy Equipment Mechanic	18.85	19.23	19.61	20.00
HVAC Mechanic	19.54	19.93	20.33	20.74
HVAC Mechanic - Lead	20.54	20.93	21.33	21.74
Laborer	8.61	8.78	8.96	9.14
Locksmith	16.64	16.97	17.31	17.66
Machinery Maintenance Mechanic	17.70	18.05	18.42	18.78
Maintenance Trades Helper	12.89	13.15	13.41	13.68
Material Expeditor	14.81	15.11	15.41	15.72
Material Handler	8.61	8.78	8.96	9.14
Order Clerk II	12.28	12.53	12.78	13.03
Painter	18.42	18.79	19.16	19.55
Painter - Lead	19.42	19.79	20.16	20.55
Pest Controller	18.12	18.48	18.85	19.23
Pipefitter	19.54	19.93	20.33	20.74
Plumber	18.42	18.79	19.16	19.55
Plumber - Lead	19.42	19.79	20.16	20.55
Pneudraul Systems Mechanic Sprinkler	19.54	19.93	20.33	20.74
Production Control Clerk	14.81	15.11	15.41	15.72
Service Order Dispatch	12.29	12.54	12.79	13.04
Service Order Dispatch - Lead	13.29	13.54	13.79	14.04
Sewage Plant Operator	17.14	17.48	17.83	18.19
Sheet Metal Worker Maintenance	19.54	19.93	20.33	20.74
Stationary Engineer	19.70	20.09	20.50	20.91
Stock Clerk	12.95	13.21	13.47	13.74
Supply Technician	18.90	19.28	19.66	20.06
Supply Technician - Lead	19.90	20.28	20.66	21.06
Tractor Operator	11.03	11.25	11.48	11.71
Truck Driver Medium	15.39	15.70	16.01	16.33
Water Systems Technician	22.67	23.12	23.59	24.06
Water Treatment Plant Operator	17.14	17.48	17.83	18.19
Welder	19.54	19.93	20.33	20.74

APPENDIX "B"
SHIFT DIFFERENTIAL AND CALL OUT - FT. BLISS

Shift Differential: Employees working between the hours of 12 Midnight and 7:00 AM shall be paid an additional fifty cents (50¢) per hour for each hour worked during that time.

Range Differential: Employees working at the ranges (McGregor, Dona Ana and Oro Grande) will receive an additional one dollar (\$1.00) per hour for each hour worked at the ranges.

In order to be eligible for the range differential, an employee must be assigned to work at the ranges and they must drive their own personal vehicle to the ranges. Employees who are based out of the PRIDE facility (Ft. Bliss proper) and/or drive a PRIDE owned or government vehicle to the ranges are not eligible for the range differential.

Call Out: In the event that an employee is called back to work in an emergency or for work assignment(s) after completing his/her regular work day and has left the premises, he/she shall receive not less than two (2) hours paid at their regular rate of pay, regardless of the number of service orders performed during the period they are recalled to the facility on that first call. The employee shall be paid a two (2) hour minimum, or actual time worked, whichever is greater, measured from the time he/she receives the call until the time he/she completes work on the callout and closes out the Service Order. If the employee receives additional calls during the time between the first call and prior to closing out the service order, no additional two (2) hour minimum will be paid for the new call. However, if the employee receives another call(s) after completing the first callout and having left the work site and arriving at his/her residence, even if within the original two (2) hour guarantee, such new callout shall be treated as a new two (2) hour guarantee. Employees will be paid straight-time for all such call-back work, unless such hours worked result in the employee working more than forty (40) hours in the workweek.

Employees who are assigned a pager or a cellular phone by the Company and are scheduled on call shall receive an additional fifty cents (50¢)/hour on their regular rate of pay for all hours worked during the workweek in which they are in on-call status.

The Company agrees to rotate the call back schedule to ensure that the number of holidays worked is equalized among all affected employees. Employees who are scheduled for "on call" duty and refuse to return to work upon being contacted may be subject to disciplinary action. Employees may "switch" on-call assignments with other employees in the same shop who are qualified to perform that work, with prior coordination with the Leads and approval by the Site Manager; such approval must be secured at least two (2) working days prior to the commencement of the on-call assignment.

APPENDIX "C"
HEALTH & WELFARE, DENTAL, VISION AND PENSION PLANS-FT. BLISS

Health & Welfare, Dental and Vision:

The Company shall contribute to a company sponsored medical, dental and/or vision plan three dollars and fifty nine cents (\$3.59) per hour, per employee for all hours worked and all hours paid for vacation, holiday and sick leave, not to exceed forty (40) hours in any one (1) week. If the US Department of Labor increases the health and welfare amount in the applicable Wage Determination schedule, the new health and welfare amount will be implemented the following October 1st.

Any contributions in excess of the cost of medical, dental and/or vision premiums shall be contributed to a company sponsored retirement plan.

If contributions are less than the cost of medical, dental and/or vision premiums, the shortage will be deducted from the employee's paycheck. Employees will sign a payroll authorization form to authorize the Company to deduct monies from their paycheck.

Employees shall have the option to add dependent coverage to the medical, dental and/or vision plan.

Employees may elect to waive the medical, dental and vision plan and have their health and welfare contribution paid directly into a company sponsored retirement plan.

Federal Family Medical Leave:

The Company shall contribute three dollars and fifty nine cents (\$3.59) per hour toward the employee's health plan on behalf of any employee who is on an approved family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such coverage, an employee must have worked for the Company or the predecessor contractor for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

Pension Plan:

Section 1. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement, and further agrees to execute all necessary forms and documents required by the Trustees. Employer irrevocably designates as his representatives among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

Section 2. Effective October 1, 2011 on October hours, the Employer agrees to contribute one dollar (\$1.00) per hour per employee on all straight time hours worked or paid

for into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for the life of this Agreement.

Trust Fund Delinquency

In the event of willful failure by the Employer to make payments as required by the terms of this Agreement into any of the Trust Funds by the twentieth (20th) of the month, the Union may, after ten (10) days written notice to the Employer, take whatever action it deems necessary, regardless of any other provisions contained herein, including, but not limited to strike, to enforce said payments.