

# Labor Agreement

between

**SMART**  
**International Association of**  
**Sheet Metal, Air, Rail and Transportation Workers**  
**Local Union No. 49**



and

**Newport News Nuclear BWXT Los Alamos, LLC (N3B)**



Effective

July 1, 2022 through June 30, 2027

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ARTICLE I  
**Parties to This Agreement**

Section 1. This Agreement, effective July 1, 2022 is made and entered into by and between Newport News Nuclear BWXT Los Alamos, LLC (N3B) (hereinafter called the “Company”), other Contractors who work at the site who wish to utilize this Agreement, and International Association of Sheet Metal, Air, Rail and Transportation, Local Union #49 (hereinafter called the “Union”).

Section 2. In the event the Company is no longer the operating company at the Los Alamos National Laboratory, and is replaced by another company, the Company agrees to make the new operating company aware of the terms and conditions of this Agreement and provide a copy of this Agreement to the subsequent employer.

ARTICLE II  
**Purpose**

The providing of Maintenance and Construction services to the Los Alamos National Laboratory in Los Alamos, New Mexico (“Laboratory”) requires substantial numbers of Craft employees from construction and other supporting crafts. It is the purpose of this Agreement to ensure that all such work performed by the Company shall proceed continuously and uninterrupted, in an efficient and economic manner, to secure optimum productivity and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppage, slowdowns and other interferences with the progress of the work. The parties recognize the unique nature and purpose of the work performed by the Laboratory of the U.S. Department of Energy and its importance to the nation’s energy programs and National defense. The parties therefore acknowledge that special considerations, approaches and solutions to Laboratory management problems are essential to the performance of work covered by this Agreement. In recognition of this special need the parties have agreed upon and set forth in this Agreement effective and binding methods for the settlement of all misunderstandings, disputes and grievances which may arise during the term of this Agreement.

ARTICLE III  
**Scope of Work and Employees Covered**

Section 1. The following work, when performed by N3B employees, will be assigned to members of the bargaining unit with the understanding that any qualified N3B employee, whether or not in the bargaining unit, may respond to an emergency when public or worker safety or operating compliance is threatened.

- A) Work deemed by N3B to be covered by the Davis-Bacon Act.
- B) Maintenance performed on facilities and non-programmatic installed equipment, as well as installation and provision of facility services and utilities to programmatic equipment. If maintenance is incidental to routine operational surveillance or is both low hazard and allowed as expedited work under the LANL Conduct of Maintenance Manual, the work may be performed by any qualified N3B employee whether or not in the bargaining unit.
- C) Facility operations within the LANL steam/power plant and Solid Wastewater Systems Consolidation Plant.

The categories of work listed above may be expanded by mutual agreement of the parties at any time during the term of this agreement but such expansion or lack thereof will not be subject to third party decision.

N3B management may assign bargaining unit work to non-bargaining unit employees if there is an insufficient number of bargaining unit employees to perform the work who have completed formal training, obtained the necessary clearances and enrolled in the necessary personnel security program.

The above does not govern jurisdiction between crafts or the contracting out of work. Employees in the bargaining unit may be assigned to provide craft support for work usually performed by others (for example, maintenance of programmatic equipment). Such assignments will not establish a precedent indicating that such work is within the jurisdictional definitions set forth above.

The parties agree to establish and maintain a Joint Labor-Management Oversight Committee which will consist of an equal number of representatives not to exceed three N3B representatives and three representatives of the Unions. The committee will be authorized to review and render decisions to resolve issues regarding assignments and definitions of programmatic work versus non-programmatic work. It is agreed that a pre-determined third party will be utilized to resolve any issues not agreed upon by the Committee

Section 2. This Agreement covers the rates of pay, rules and working conditions of all SMART employees of the Company under its contract with Los Alamos National Laboratory to provide support services at Los Alamos National Laboratory and who are engaged in the manufacture, fabrication, assembly, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing, Test and

Balancing and servicing of all ferrous or non-ferrous sheet metal work, or any and all substitute materials used in lieu thereof, including all shop and field sketches used in fabrication and erection (including those taken from the original architectural and engineering drawings or sketches) and all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation.

Section 3. Except as set forth in this Article, the Company agrees that none but State or Municipal Licensed Journeyman Sheet Metal Workers and registered apprentices shall be employed on any work described in Section 1 of this Article II. Journeyman Sheet Metal , licensed in other states, will follow New Mexico State regulation and licensing regulations. It is specifically understood not to be a jurisdictional violation for an employee to perform tasks, which are incidental to the completion of the primary job being performed. Incidental work shall be defined as tasks normally non-recurring in nature meaning minor task not to exceed thirty (30) minutes in a workday, except in cases of emergencies.

Section 4. Area General Foreman, General Foremen, High Foremen, and Foremen shall be selected and hired solely by the Company. In selecting craft foremen primary consideration shall be given to individuals in the bargaining unit or available through the Union. The company agrees that none but State or Municipal Licensed Journeyman Sheet Metal Workers will be selected as Foremen. It is the Company's intent to provide the union with seventy two (72) hours' notice of its decision to select a foreman/general foreman/area general foreman of record in order to confer with the union on recommendations.

ARTICLE IV  
**Recognition, Exclusions and Successorship Clause**

Section 1. The Company recognizes the aforementioned Union as the exclusive bargaining representative of its employees covered by this Agreement.

Section 2. This Agreement shall not apply to the following employees of the Company; Executives, superintendents, clerical personnel, guards and employees excluded by the Labor Management Relations Act of 1947, as amended.

Section 3. The Company agrees to be bound by the hiring hall referral procedure established by the local union that is effective at the time of the signing of this Agreement and as amended from time to time. A current copy of the hiring hall referral procedure and any amendments shall be supplied to the Company.

Section 4. It is the intent of this Article to promote industrial peace and harmony, to ensure continuity of employment and representation, and to maintain the current and prospective level of wages, benefits and working conditions contained herein, derived through good-faith collective bargaining. In the event the Department of Energy awards the management and operating contract for Los Alamos National Laboratory to an entity other than Newport News Nuclear BWXT Los Alamos, LLC (N3B), before the expiration of this agreement, the parties will request the Department of Energy to ask that such entity consider assumption of this collective bargaining agreement. In the event the Company is no longer the operating company at Los Alamos National Laboratory, and is replaced by another company, the Company agrees to make the new operating company aware of the terms and conditions of this Agreement and provide a copy of this Agreement to the subsequent employer. It is the desire of the parties that each Local Union signatory shall remain the exclusive bargaining agent between the parties in the event of a change in operations.

ARTICLE V  
**Joint Labor-Management Committee**

The parties agree to create a Joint Labor-Management Committee consisting of representatives of the Unions and members of the N3B management team. This Committee will meet bi-monthly (at a minimum) to address outstanding issues between the parties, as well as to promote efficiency, training, and safety initiatives as regular agenda items. In conjunction with this meeting, the company agrees to meet with designated Steward Representatives, in alternating months. The Joint Labor Management Committee referenced in this Article is separate and apart from the Joint Labor-Management Oversight Committee referenced in Article III.

ARTICLE VI  
**Union Security**

Section 1. It is agreed that all employees coming under the jurisdiction of this Union and presently employed by the Company and represented by the Union signatory hereto, as a condition of employment, shall become and continuously remain members in good standing of the signatory Union. Those employees hired after the date of this Agreement shall become and remain members in good standing on the eighth (8) day of employment as a condition of continuing employment.

Section 2. If, during the term of this Agreement, the National Labor Relations Act shall be amended by Congress in such a manner as to reduce or increase the time within which an employee may be required to acquire union membership, such changed time limit shall become immediately effective instead of and without regard to the time specified in Section 1 of this Article.

Section 3. “Good Standing” for the purpose of this Article shall mean the tendering of initiation and all related, and or required fees and dues customarily charged other members, of the signatory Union.

Section 4. The Company agrees to terminate the employment of any employee who refuses to remit the above dues and all related, and/or required initiation fees of the respective Union, upon receipt of written notice from the Union to terminate said employee. The Union shall provide assurance to the Company that the same terms and conditions available to other employees of the International Association of Sheet Metal, Air, Rail and Transportation have been extended to the delinquent employee. The Union agrees to hold the Company harmless in complying with the requested action.

**ARTICLE VII**  
**Check-Off**

Section 1. The Company will deduct Union Check Off in the amount specified in writing by the Local Union on the basis of individually signed payroll deduction authorizations and forward the aggregate of such deductions monthly in accordance with Article XXIII in Appendix 1 of this Agreement.

Section 2. In case of error on the check-off list, proper adjustment of it will be made by the Union with the employee. The Union shall indemnify the Company against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for purposes of complying with the provisions of the check-off.

ARTICLE VIII  
**Rights of Management**

Section 1. The signatory Union recognizes that the Company retains full and exclusive authority for the management and reserves and retains all rights and powers not expressly limited by some written provision of this Agreement, including but not limited to the exclusive right to make decisions on the operation of the Company and the right to hire, suspend, demote, transfer or discharge employees for just cause. The Company shall assign and schedule work and shall determine when overtime will be worked and may require reasonable overtime. The Union also recognizes that their members working at this site are required to recognize all rules and regulations not inconsistent with this Agreement. The Company requires all employees to follow all safety regulations, security regulations, Company policies and work rules provided employees have been notified of said policies and work rules prior to implementation.

Section 2. The Company and Union recognize the necessity of eliminating restrictions on production and promoting efficiency. Nothing shall be permitted that restricts production or increases the time or number of employees required to do the work, and no limitations or conditions shall be placed upon the amount of work an employee shall perform or upon the use of any kind of machinery, tools or labor-saving devices; provided however, that no employee shall be required to work under any conditions that are injurious to that employee's health or safety. The Union will encourage and advise employees to exhaust every effort, ways and means to perform work of good quality and quantity.

Section 3. The Union shall provide qualified employees to respond to all callouts and emergency duties when requested by the Company.

Section 4. The selection of low foremen, high foremen, general foremen, and area general foreman including the number required, shall be entirely the responsibility of the Company. The Company agrees that none but State or Municipal Licensed Journeyman Sheet Metal Workers will be selected as Foremen.

Section 5. The Company may require all foremen to work with their tools or deliver materials and/or equipment when, in the Company's opinion, it is desirable.

Section 6. Employees shall be at their place of work as designated by the Company at the starting time and shall remain at their place of work performing their assigned functions until quitting time. The Company agrees to furnish transportation during working hours if employees are required to move from one job site to another. The parties reaffirm their policy of a fair day's work for a fair day's pay.

Section 7. Work practices not a part of this Agreement between the Company and Union will not be recognized, unless attested to by both the Union and the Company and signed after the date of this Agreement.

## ARTICLE IX FOREMEN

Section 1. Area general foreman, general foremen, foremen, and listers shall be selected solely by the Company. The area general foreman position will be designated as needed, to be determined by the Company.

All foremen will be members of the International Association of Sheet Metal, Air, Rail and Transportation.

Journeymen who become eligible under the provisions of this Article for foremen pay will be paid at the appropriate rate for the entire pay period in which they become eligible.

Section 2. Working foremen will receive premium pay above the minimum rates for journeymen as set forth in the Maintenance Wage Schedule of this Agreement as follows:

- Area general foreman 10% over general foreman
- 13% Working (low) foremen with five (5) or fewer workers working under them.
- 18% Working (high) foremen with six (6) or more workers working under them.
- 18% Lister time will be charged to the appropriate work order number.
- 23% Designated General Foremen.

The Company agrees that none but State or Municipal Licensed Journeyman Sheet Metal Workers will be selected as foremen. All foremen will be members of the International Association of Sheet Metal, Air, Rail and Transportation

NOTE: The major goal of a foreman is to manage the production of the employee either in the shop or the field, in an effective and timely manner, to achieve the highest possible profit through quality work and expert craftsmanship.

ARTICLE X  
**Jurisdiction and Work Assignments**

Section 1. Work shall be assigned by the Company. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity arising out of any jurisdictional dispute during the term of this Agreement.

Section 2. Except as set forth in this Article, it is agreed by the Company that employees belonging to a particular Union shall not be required to perform work that is under the jurisdiction of another Union. It is specifically understood, however, not to be a jurisdictional violation for an employee to perform tasks, which are incidental and necessary to the completion of the primary job being performed. Incidental work shall be defined as task normally non-recurring in nature, meaning minor task not to exceed thirty (30) minutes in a workday, except in cases of emergencies. Additionally, incidental work shall not constitute a jurisdictional assignment by the Company. Emergency work shall be assigned based on skill, competency, safety, availability, and without regard to jurisdictional lines.

Section 3. Standby crews and featherbedding practices will not be tolerated. For specific functions (i.e. boiler repair, refrigeration work, pumps maintenance, etc.) or for work in remote or isolated locations or in special cases, the Company may use a composite crew if more than one employee is needed. A “composite crew” means a work crew consisting of an equal or other appropriate number of journeymen and apprentices from each craft with jurisdiction; however, each craft will assist other crafts in the performance of incidental tasks. An employee on a composite crew shall not perform any work traditionally performed by another craft if such performance will create an unsafe condition. Employees on composite crews shall be paid at the applicable rate for their respective craft and shall report to and take instructions from a foreman designated by the Company. The Union’s objections to the Company’s establishment or operation of a particular crew or the alleged abuse of composite crew operations shall be subject to full redress through the grievance procedure.

Section 4. It is understood that whenever particular craft employees are temporarily unavailable or when such employees are on order but have not arrived or when circumstances beyond the control of the Company or Union renders such an employee unavailable creating a temporary emergency, the Company may require an employee to perform maintenance or Davis-Bacon work in a different pay classification or craft. For such work, the employee shall receive the rate of pay applicable to the classification or craft to which the employee is assigned or the employee’s regular rate of pay whichever is greater, based on increments of thirty (30) minutes. Employees shall not be assigned work under this clause if to do so will create an unsafe condition.

Section 5. On all work determined to be “construction” work covered by the Davis-Bacon Act, the Company agrees to assign such work in accordance with the decisions and determinations made under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Green Book), as amended, except as modified by agreements, understandings and area practices which may be agreed upon between or among the parties during the life of this Agreement. In the event of dispute, the Unions

involved and the Company shall meet promptly to resolve the dispute. Any agreement reached shall be reduced to writing and signed by the Company and Unions involved. In the event the parties cannot resolve the dispute, it shall be referred to the International President of each disputing Union for resolution. Any decision rendered shall be binding on the Company and Unions involved. The work in dispute shall continue as assigned, without interruption, until the resolution is reached.

Section 6. On all work determined not to be construction work covered by the Davis-Bacon Act, the Company will assign such work giving due consideration to recognized craft jurisdictional lines, existing agreements, understandings and past practices in accordance with such agreements as may be made between or among the parties during the lifetime of this Agreement. In the event of a dispute over any such assignment, the Company and the Unions involved shall meet promptly to discuss the assignment. Any resolution shall be reduced to writing and signed by the Company and the Unions involved. In the event the parties cannot resolve the dispute, it shall be referred to the International President of each disputing Union for resolution. The work in dispute shall continue as assigned, without interruption, until the resolution is reached.

ARTICLE XI  
**Filling Vacancies, Hiring Of Applicants, Lay-Offs**

Section 1. Applicants referred for employment shall not be considered employees until the process of hiring is complete. Those applicants who do not meet the job requirements shall not be hired and will not be compensated. Those applicants who meet the job requirements and are hired shall be compensated for all time spent completing the hiring process.

Section 2. All layoffs shall be determined by the Supervisors' Evaluation of skills and the abilities in each specific shop, department or crew. The Company shall determine the designation of what and what not will be considered a shop, crew or department. The Union recognizes that special circumstances (i.e., clearances, special skills, special training) as required by the Company, will be utilized to remove employees from the layoff list. The Company is the sole judge of the skills and abilities of its employees. In cases of a lay-off or a reduction in force, any employee not completing the probation period specified in ARTICLE XXV– DISCIPLINE, DISCHARGE AND PROBATION Section 1 will be the first on the lay-off list given consideration to clearances, special skills, and special training.

Section 3. The Company will make a good faith effort to notify employees in advance of a lay off reduction in force. The Company will give a minimum of 24-hours' notice. Employees shall make a good faith effort to notify the Company in advance of resignation. The preferred notice is 40-hours for both the Company and the Union: however, both Parties recognize that because of personal and business reasons it may not be possible.

Section 4. Employees are responsible for recording their time and work codes on the Company provided time cards. Both the employee and his/her supervisor must sign the timecard. The supervisor who signs the timecard must have personal knowledge of the hours worked by the employee. The signatures attest to the accuracy of the timecard. Knowingly signing a timecard, which is inaccurate, is in violation of Company Policy and Public Law, the employee and/or supervisor may be subject to disciplinary/legal action (up to and including discharge). No person or persons shall have the authorization to change another employee's time card.

Section 5. Company will provide Union Foremen, General Foremen, and Superintendents training on conducting performance evaluations for the purposes of consistency and fairness in application.

ARTICLE XII  
**Certification Testing**

Section 1. When the Company requires a welding test, it is agreed that the applicant, while taking such a test, shall be paid for the time spent taking the test, at the applicable rate of pay.

Section 2. No welder shall be disqualified unless the coupons are cut, pulled, or bent in the presence of the welder who made them. The welder may request and have his Union Steward present to witness the testing of the coupon. This paragraph does not apply if the coupon is sent to a recognized testing laboratory.

Section 3. The welding certification requirements of the employer shall be posted in plain view in the test booth prior to the administration of any test.

Section 4. In the event National Welding Certifications are accepted by the Laboratory, then such certifications will be utilized in lieu of the testing procedures as stated above. A verification test may be required.

Section 5. A two (2) dollar per hour premium will be paid on all productive hours for obtaining and maintaining SMAW, GTAW and GMAW welder certifications.

Section 6. The helium leak testing operators or trainees shall be qualified and certified as Level II or Level III, or a Level I working und the direction supervision of a Level II or III in all applicable test methods. Individuals shall be allowed to retest after an unsuccessful attempt within 30 days. Helium leak test operators will special rate at the low foreman rate while performing helium leak tests.

ARTICLE XIII  
**Shifts, Hours of Work**

Section 1. The workweek shall consist of five (5) consecutive eight (8) hour days, four consecutive ten (10) hour days, as designated by the Company, except for employees' assigned to continuous operations. No guarantee of hours or work is implied or intended by this Section.

Section 2. Five day, eight hour single shifts

- A. Eight (8) consecutive hours, exclusive of thirty (30) minutes unpaid meal period between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a single shift.
- B. The standard workweek shall consist of five (5) workdays, Monday through Friday and shall commence at 12:01 a.m. Monday morning.
- C. All hours worked before and after the established workday Monday through Friday, and all hours worked on Saturdays shall be paid at the applicable overtime rate of time and one and one half (1½) the employee's straight time rate of pay. All hours worked on Sundays and Holidays will be compensated at two (2) times the employee's straight time rate of pay.
- D. Due to the nature of work at Los Alamos, the parties agree that if required by the customer or employer, "Special Work Arrangements" other than those specified in this Article, may be negotiated.

Section 3. Five Day, eight hour multiple shifts

- A. When so elected by the Company, multiple shifts may be worked. Multiple shifts may be established on a temporary basis of at least five (5) consecutive day's duration. The Union and/or chief Steward shall be notified twenty-four (24) hours in advance of the starting times of such shifts.
- B. Employees, who are worked on such shifts for less than five (5) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. This shall not apply to employees assigned to replace another swing and/or graveyard shift employee. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in the assigned shifts.
- C. When the second and/or third shifts are worked: The swing shift shall be established on an eight (8) hour work basis and receive pay for eight (8) hours at the applicable hourly rate, the Graveyard shift shall be established on an eight (8) hour work basis and receive pay for eight (8) hours at the applicable hourly rate.
- D. Overlap of any shifts shall not exceed one (1) hour.

- E. If it is necessary to use employees from a previous shift within the same workday, the applicable overtime provisions shall apply. Rest periods as required by OSHA or any other State or Federal Safety requirement shall remain in full force and effect.
- F. Any regular shift falling within the hours of 6:00 a.m. and 6:00 p.m. shall be known as the daytime shift and shall be paid the classification straight-time base rate of pay, plus safety premium pay if required by the assignment. Any regular shift falling within the hours of 3:00 p.m. and 1:30 a.m. shall be known as the swing shift and shall be paid the classification straight-time base rate of pay, plus the swing shift differential and safety premium pay if required by the assignment. Any regular shift falling within the hours of 11:00 p.m. and 8:00 a.m. shall be known as the graveyard shift and shall be paid the regular classification straight-time base rate of pay, plus the graveyard shift differential and safety premium pay if required by the assignment.
- G. When either two (2) or three (3) shifts are worked continuously at least five (5) consecutive work days by employees in the Sheet Metal bargaining unit, the rate of pay shall be the regular Sheet Metal classification straight time base rate of pay plus the following shift differentials: Day Shift -0-, Swing Shift –15% of regular Sheet Metal classification straight time base rate. Graveyard Shift – 20% of regular Sheet Metal classification straight time base rate.

Section 4. Four day, ten hour shifts

- A. The Company may establish a four (4) day workweek consisting of four (4) consecutive ten (10) hour days per week in any technical area or project.
- B. Four-day workweek – The regular workweek will be forty hours for four consecutive work days. The workweek may be Monday through Thursday or Tuesday through Friday. Multiple, simultaneous 4X10 shifts may be worked utilizing an 80%/20% crew split.
  - Monday through Thursday 80% of crew and Tuesday through Friday 20% of crew.
  - Monday through Thursday 20% of crew and Tuesday through Friday 80% of crew.
  - No crew size will be less than 2 journeymen.

The regular workday will be ten consecutive hours exclusive of the lunch period and will begin between 6:00 AM and 8:00 AM. The lunch period will start between the fourth and sixth hour, be at least one-half hour and will not exceed one hour. Any employee who does not start lunch during this period will be paid one-half hour at time and one-half.

- C. Time and one half (1 ½) will be paid for the time worked in excess of forty (40) hours in any one work week, for all time worked on scheduled days off, and for all time worked before and after a regularly scheduled work shift so long as the employee has worked at least ten

(10) hours during the day. Any work performed beyond the ten (10) hour mark will be paid at two (2) times the rate of pay.

- D. If an employee is not given work for the first one half (1/2) of any five (5) hour shift, an employee will be paid for a full five (5) hours. If work extends into the second half of a regular ten (10) hour shift, and work is not available for the full shift, an employee will be paid for a full ten (10) hours.
- E. The standard day shift shall be established between the hours of 6:00 a.m. and 6:00 p.m. exclusive of a thirty- (30) or sixty (60) minute unpaid meal period.
- F. When changing work weeks, the Company shall give the Union notification five (5) working days prior to the beginning of the four (4) day work week. The four (4) day work week shall remain in effect for a minimum of two (2) weeks.
- G. Holidays and paid time off days occurring on a ten (10) hour work day shall be compensated up to ten (10) hours.
- H. If an employee reports to work during the employee's regular scheduled hours but is not afforded work, the 5-10 rule will apply. This Section applies:
  - 1. If an employee reports to work but has not started work and is sent home, the employee shall be entitled to five (5) hours straight time pay.
  - 2. If an employee starts to work and is sent home before working five (5) hours, the employee shall be entitled to five (5) hours straight time pay.
  - 3. If an employee works in excess of five (5) hours and is sent home, the employee shall be entitled to ten (10) hours straight time pay.

#### Section 5. Night Shift (four days, ten hour shifts)

- A. The same requirements as noted in Section 4 apply to the Night Shift.
- B. When so elected by the Company, night shifts may be worked. Night shifts may be established on a basis of at least four (4) consecutive days duration. Employees who work such shifts for less than four (4) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. Employees shall be notified as early as possible but, no later than the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.

Section 6. Continuous Operations On Continuous Operations eight (8), ten (10), or twelve (12) consecutive hours shall be one shift as designated by the Company.

ARTICLE XIV  
**Overtime, Show-Up, Call-Out, Stand-By, Lunch Break**

Section 1. Overtime shall be determined and assigned by the Company. Over each quarterly calendar period, overtime shall be distributed as equally as practicable among qualified employees in each section, operation or craft as determined by the Company. Employees shall work a reasonable amount of overtime upon request unless prevented from doing so by a justifiable excuse. Upon request, the Company shall provide designated stewards with a list showing overtime hours worked by employees in each section operation or craft as appropriate. The steward will be notified of all overtime in advance whenever possible. The stewards will assist the Company and designated foremen in ensuring that all overtime work is properly staffed.

Section 2. Employees shall report for work each day except when they have been notified as soon as possible, but not later than the end of the last regular shift not to do so by the Company. In the event such notice is not given, the employees shall receive two (2) hours pay at their regular classification straight-time base rate of pay for reporting and there being no work.

Section 3. If an employee reports to work during the employee's regular scheduled hours but is not afforded work, the 4-8 rule will apply and the 5-10 rule for 4 X 10 schedule. This section does not apply if the employee has been told not to report to work.

- A. If an employee reports to work but has not started work and is sent home, the employee shall be entitled to four (4) hours straight time pay.
- B. If an employee starts to work and is sent home before working four (4) hours, the employee shall be entitled to four (4) hours straight time pay.
- C. If an employee works four (4) hours and is sent home, the employee shall be entitled to eight (8) hours straight time pay.

Section 4. The steward and/or Union will be notified in advance of any overtime. On overtime days such as Saturday or Sunday where not a scheduled workday, the Company guarantees two (2) hours pay at overtime rates. Actual time worked in excess of two (2) hours will be paid at applicable overtime rates for time worked. On scheduled workdays the applicable 4-8 or 5-10 rule shall apply.

Section 5. The Unions recognize that an important part of the Company's contractual obligations to the Laboratory involves the providing of emergency-type services. To perform these services the Company may maintain a Call-Out List and/or a Standby Duty List in those sections, operations of crafts for which the Company deems it necessary.

- A. Call-Out List. Qualified employees wishing to volunteer for a Call-Out List may place their name on the list for call-out. When call-outs become necessary, names shall be selected from the list in order of rotation. In the event an insufficient number of employees volunteer for

such a Call-Out List, employees in the effected section, operation or craft shall be added to the list of seniority. The employees on the Call-Out List who refuse such work may be subject to disciplinary action up to and including discharge. Employees called out to work after completing their regularly scheduled work shift shall be paid for such call-out a minimum of four (4) hours pay at the employee's classification straight-time hourly rate of pay or time and one half (1 ½) the employees classification straight time hourly rate of pay for the hours actually worked on the call out. Wages shall be paid from the time of dispatch. The number of hours actually worked will be measured from the time the employee receives the call to report to work provided that the amount of time to report on the job will be allowed if such time does not exceed one (1) hour.

- B. Standby Duty List. Qualified employees wishing to volunteer for standby duty may volunteer for such duty provided they will be off duty during the period of time covered by the Standby Duty List and can travel to the Laboratory site within one (1) hour from the time called. If more than one (1) employee volunteers for such duty, it will be rotated among such employees in twenty-four (24) hour increments. In the event an insufficient number of employees volunteer for standby duty, employees in the effected section, operation or craft shall be assigned standby duty on a twenty-four (24) rotation basis. Employees on standby duty must be available by telephone at all times during such duty. Failure to do so or failure to respond when called may result in disciplinary action up to including discharge. Employees on standby duty shall be paid four (4) hours pay for each twenty-four (24) hour standby period if no work is performed. In the event the employee is called for work, the employee shall receive time and one-half (1-1/2) the employee's classification straight-time hourly rate of pay for all hours actually worked in addition to the four (4) hours standby duty pay. The number of hours actually worked will be measured from the time the employee receives the call to report to work provided that the amount of time to report on the job will be allowed if such time does not exceed one (1) hour.

Section 6. Employees will be given at least one-half (1/2) and not more than one (1) hour lunch period to start between the end of their third (3rd) and the end of their fifth (5th) hour of work. If an employee should not be granted such lunch period during such time interval, the employee shall be granted one-half (1/2) hour lunch period on Company time during that work day. The provisions of this section shall not apply to employees who work continuously for eight (8) hours and are given an opportunity to eat on Company time.

Section 7. If an employee works beyond ten (10) continuous hours, not counting the regular lunch period, the employees shall be given thirty (30) minutes to eat on Company time after the tenth (10th) continuous hour of work, and if the employee works beyond four (4) continuous hours thereafter, the employee shall be given thirty (30) minutes to eat on Company time after each said fourth (4th) continuous hour of work.

Section 8. A 10% safety premium will be added to the base rate of employees who are required, by the work permit, work plan, work package or to wear Anti-C clothing or cartridge respirator systems. This excludes welding when the only hazard is created by the welding process. Also, if a time restriction is placed on an employee because of radiation, premium pay will be warranted.

The Company will allow for use on company time, shower facilities for all employees who are required, because of radiation or associated contamination, by the work permit, work plan, work package or to wear Anti-C clothing, respirators or full face masks.

Section 9. It is recognized that from time to time events of national or local significance may occur in response to which appropriate officials may encourage the temporary closing of business and government offices in observance thereof. The custom of granting pay to employees during such temporary closing is also recognized. With prior approval of the Los Alamos Area Site Office Department of Energy, and under such limitations as the Area Manager may impose, employees not required to work may be granted absence from their duties during such special observances without loss of pay. Employees required to work during such special observances shall receive time and one half (1 – 1/2) their classification straight time base rate of pay for all hours worked.

Section 10. Employees covered under this agreement are eligible for closure pay for the first six (6) closure events if the Laboratory is closed due to an unscheduled event (e.g. inclement weather, fire, etc.), and the employee is scheduled to work during the time the Laboratory is closed on the day of the closure event. If an employee is not scheduled to work, for example PTO, LWOP, disciplinary leave, furlough, FMLA, normal day off, etc., he/she is ineligible for closure pay. The first six (6) closure events will be applied to unscheduled delayed openings and unscheduled full day closures. A delayed opening will count as one (1) closure event and a full closure two (2) closure events. Closure pay will be paid at the regular straight-time base rate of pay for the first six (6) unscheduled Laboratory declared closure events during each Laboratory fiscal year.

For a delayed opening (one closure event), employees will be paid for the hours they were scheduled to work during the closure prior to the delayed opening, provided they report to work at the announced craft employee arrival time. For a full day closure (two events), employees on a 5 X 8 schedule will be paid eight (8) hours and employee on a 4-10 schedule will be paid ten (10) hours if the employee was scheduled to work that day. If during a fiscal year, the Laboratory has a full closure day and only one (1) of the six (6) closure events is left for use, employees will be paid for half of their schedule day and they would have to use PTO or LWOP for the other half of that scheduled day. Events will be calculated by assigned shift. An employee changing shifts, and newly hired employees, will be charged with the events applied to the shift to which they move to or are assigned.

If an employee is called to work during any of the first six (6) unscheduled Laboratory closure events, they will also be paid at their regular straight-time hourly rate of pay for the hours worked during their normal schedule.

If the Laboratory is closed due to an unscheduled event and all closure pay events have been exhausted, the Company may, at its sole discretion, assign work to be performed from home (e.g., institutional training, safety training, and clearance paperwork).

A Labor-Management Committee, as defined in Article IV of this agreement, shall convene to make recommendations to management if a dispute relating to closure pay arises.

ARTICLE XV  
**Holidays**

Section 1. All employees shall observe the following holidays. To be eligible for holiday pay, Maintenance employees must be in pay status on the employee's regularly scheduled work day immediately preceding and following the holiday or have been excused for a valid reason by the Company. Holidays, which occur during Personal Time Off (PTO), shall not be charged against such leave. The foregoing will not apply to rehires, new hires or employees laid off. Unless specified otherwise, all employees covered by this Agreement shall be paid eight (8) hours at their regular classification straight-time base rate of pay and shall not be required to work on the following holidays when falling on regularly scheduled work days, Monday through Friday:

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

In addition to the holidays listed above, all eligible employees shall be granted any holiday that thereafter is established by an Act of Congress of the United States or by proclamation of the President of the United States, provided prior approval for payment for the same has been received by the Company from the Customer. In the event the Maintenance employees are required to work on any of the aforementioned holidays, the employee shall receive, in addition to the holiday pay, two (2) times the employee's classification straight-time base rate of pay for all hours worked. If any of the above mentioned holidays fall on Sunday, the following Monday shall be observed as the holiday; and those falling on Saturday shall be observed on the previous Friday. No work shall be performed on Labor Day except in case of extreme emergency. Where a holiday occurring within the period Monday through Friday falls outside the standard weekly work schedule of an employee working a special or rotation shift, a day within the employee's standard schedule will be designated as the holiday. There shall be no pyramiding of overtime.

ARTICLE XVI  
**Voting Time**

Employees covered by this Agreement shall be allowed necessary time off with pay to vote, not to exceed two (2) hours, pay, in all City, County, State and National elections as per State or Federal Law. Voting is a privilege and the Company encourages employees to avail themselves of early voting.

ARTICLE XVII  
**Jury Duty**

Employees covered by this Agreement may be allowed necessary time off without loss of pay for required jury duty or when subpoenaed to testify in any court case on behalf of the Los Alamos National Laboratory. The pay under this Section shall be figured at the regular classification straight time base rate of pay less the amount paid by the State for jury duty and shall not exceed forty (40) hours in any one (1) week. Employees volunteering for jury duty shall not be compensated as set forth in this article. A copy of the summons must be attached to the employee's time sheet. There will be no pay for jury duty within one (1) year of the previous jury duty.

ARTICLE XVIII  
**Personal Time Off (PTO)**

Section 1. All employees covered by this Agreement shall accrue PTO on the basis of fifteen (15) hours for each four (4) week period as established by the Company provided each such employee has worked and was paid a minimum of one hundred and twenty (120) hours pay at the straight-time maintenance rate during such period. Employees paid less than one hundred and twenty (120) hours pay at the straight-time maintenance rate of pay shall accrue PTO on a prorate basis. Employees performing Davis-Bacon work shall receive paid sick time, or equivalent PTO, in accordance with Executive Order 13706.

Section 2. PTO will be paid at the regular classification straight-time base rate of pay. When an employee requests advance payment for PTO, such advance payment will be made provided the PTO is at least forty (40) working hours in duration. PTO, when advance payment is requested, shall be requested at least fifteen (15) days in advance.

Section 3. PTO shall be taken in not less than one (1) hour amounts or multiples thereof, unless permission is granted by the Company to take a lesser amount. PTO may accumulate in excess of four hundred forty (440) hours provided that no more than four hundred forty (440) hours are carried into the next leave year. As used herein "leave year" means the period beginning with the first complete regular workweek, as designated by the Company, in the following calendar year. The Company shall not be obligated to pay for any PTO upon termination, which has accumulated above four hundred forty (440) hours, plus the unused accumulation in the current leave year. PTO must be taken at a time agreeable to the Company. The Company's representative will schedule PTO for employees under the representative's supervision as far in advance as practical. Scheduled PTO will not be canceled except for good and sufficient reasons.

Section 4. PTO shall be taken on a voluntary basis. Employees shall not be forced to use PTO time during a designated shut down period or when no work is available, and will have the option of either taking PTO or leave without pay during these times.

Section 5. An accounting of PTO accrued and PTO hours paid will be made as of the end of the thirteenth four-week period, as established by the Company, or as of the date of termination, if applicable. An employee will have three options at the end of the Company's annual accounting period: (1) The employee may elect to be paid in full for all unused new accumulation to the employee's credit; or (2) The employee may donate his PTO to another PTO eligible bargaining unit employee. Once the leave is donated, the employee who donates said leave shall have no rights to the donated leave. Or (3); The employee may elect to allow all of the employee's credited new accumulation to carry over to a subsequent annual period, but regardless of the option exercised, no employee may enter a new annual accounting period with more than 440 hours of new accumulation. For example, an employee might build up the employee's accumulation over a two year period to the point that the employee would have a maximum credit of four hundred forty (440) hours at the end of the second annual accounting period, but the employee would have to accept payment at that point for all new accumulation hours in excess of

four hundred forty (440). At the end of the thirteenth four-week accounting period the Company will, within two (2) weeks from such date (or upon the employee's termination, whichever event occurs first) pay to the employee an amount equal to the employee's regular classification straight-time base rate of pay multiplied by the hours of PTO to be paid. If during any thirteen four-week period an employee exhausts the employee's current new accumulation, the employee will then be entitled to draw on the employee's old accumulation to the extent required and available provided that all new accumulations and usage for each thirteen four-week period will be summarized at the end of such period with all usage first used to reduce the current year's accumulation, then secondly used to reduce the employee's old accumulation, and thirdly used to reduce any previous year's carry-over of new accumulations. An employee who has exhausted the employee's PTO and is otherwise entitled to PTO as defined herein will be allowed to take leave without pay.

Section 6. Time off from work is granted only when an employee is unable to render service because of the employee's illness, disability or quarantine resulting from the illness of another person, or because of serious illness in the employee's immediate family as hereinafter set forth. PTO leave benefits will be granted only under the terms and conditions outlined herein and within the spirit an intention of this Article. Abuse of this privilege by an employee will justify the Company in taking disciplinary action, including discharge. Appropriate proof of the employee's illness, disability or quarantine resulting from the illness of another person and of serious illness in the employee's immediate family may be required. As a matter of policy, the Company normally will not require a medical certificate for the first day of illness; however, if, in the Company's opinion, an employee is abusing or has abused the employee's PTO leave privileges, the Company may require a medical certificate or other proof of illness from the first day of sick leave from such an employee. Disputes over the Company's justification in the exercise of its prerogatives under this Article shall be subject to the grievance procedure outlined herein.

Section 7. Emergency leave up to forty (40) hours without loss of pay may be granted as needed upon application by employees and approval of the Labor Relations Manager, or his/her designee, upon occurrence of serious illness of an individual within the immediate family of the employee. To the extent available, emergency leave will be charged first to an employee's PTO leave hours. The granting of emergency leave because of serious illness in the immediate family will be confined to the following: mother, father, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law and legal or actual guardian regardless of relationship, grandparents and grandchildren. If the request for emergency leave is because of the illness of a guardian (anyone who legally or actually took the place of father or mother in relationship to the employee), the circumstances should be included in the request. The emergency leave with pay will only be granted if there are sufficient PTO hours to cover the time requested. If the PTO is not sufficient, the remaining time shall be charged to Annual Leave.

ARTICLE XIX  
**Family and Medical Leave Act**

Section 1. Employees are eligible for the FMLA if they have worked for the Company for at least 12 months preceding the commencement of the leave. Eligible employees are able to use up to a total of 12 weeks of leave in any 12 month period with proper medical documentation for the following types of absences: (1) employee's own serious health condition, (2) the serious health condition of an employee's immediate family member; or, (3) caring for a newborn or newly-placed adopted child or foster child.

Section 2. An employee returning to work after FMLA leave will be able to return to the same job or an equivalent position. Any benefits, seniority, etc., in place immediately before the leave will be reinstated provided the employee returns to work within 10 days following the leave end date. Employees who do not return to work within 10 days following the leave will be terminated as a voluntary quit.

Section 3. Employees wishing to utilize FMLA must refer to the Company Policy and follow the instructions provided.

ARTICLE XX  
**Funeral Leave**

Section 1. Upon the occurrence of death in the immediate family of an employee and upon application by the employee to the Company's Labor Relations Manager, or designee, the Company will allow up to a maximum of three (3) consecutive working days off without loss of pay based on eight (8) hours per day at the employee's regular classification base rate of pay for attendance at the funeral and/or winding up the affairs of the deceased. A maximum of five (5) consecutive working days off without loss of pay will be allowed if travel in excess of three hundred (300) miles one way is required. The amount of such funeral leave, within the limits set forth above, will be determined by the Company's Labor Relations Manager, or designee, and shall not be charged against other accrued paid leave, if any.

If an employee is on a 4-10 hour schedule the employee will receive up to three (3) consecutive working days off without loss of pay based on ten (10) hours per day at the employee's regular classification base rate of pay for attendance at the funeral and/or winding up the affairs of the deceased. A maximum of four (4) consecutive working days off without loss of pay will be allowed if travel in excess of three hundred (300) miles one way is required.

Section 2. Immediate family, as used in Section 1, will be confined to the following: mother, father, son, daughter, husband, wife, sister, brother, grandparents, grandparents in law, grandchildren, mother-in-law, father-in-law, legal or actual guardian, and step family. If funeral leave is requested because of the death of a guardian, the circumstances of the guardianship should be included in the request. The Company may, in its discretion, require employees to provide Labor Relations with a list of immediate family members and to submit proof of death and relationship before granting leave.

ARTICLE XXI  
**Military Leave**

Section 1. Military leave in accord with the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the employee being permitted to return to the employee's position with such seniority, status, pay, vacation and sick leave as such employee would have had if the employee had not been absent due to service. The employee must inform the Company within seven (7) calendar days of receiving notification of duty.

Section 2. Return from Leave. An employee on an approved leave of absence is required to contact the Labor Relations Manager or designee if an extension is being requested. Failure to contact the Labor Relations Manager or designee about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee will be terminated as a voluntary quit.

ARTICLE XXII  
**General Conditions of Leaves of Absence**

Section 1. Applications for leave. An employee shall submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable, normally no later than thirty (30) days in advance. The request shall state the reason for and the anticipated duration of the leave of absence. The Company may put employees on LWOP up to 40 consecutive hours during an unexpected downturn in work or other business related reasons.

Section 2. During a temporary downturn in work or other business related reasons, the Company may put employees on Furlough. A letter with the Company letterhead will be provided to the furloughed employee with the start date of the furlough and estimated return date. An employee may elect to receive a "Reduction in Force" as an alternative. Upon recall from furlough, company must provide written notification to the Union.

ARTICLE XXIII  
**Death Benefit**

Upon the death of an employee during the employee's employment with the Company, provided the employee has had ninety (90) days of service in the past year, the Company will pay a Death Benefit to such deceased employee's Local Union a total sum equal to the deceased employee's regular classification straight time base rate of pay multiplied by one hundred and sixty (160) hours. The Company will submit the aforementioned payment to the Local Union for disbursement to the beneficiary as provided by the employee. The Company requires a death certificate prior to payment of any benefits.

## ARTICLE XXIV

### Job Injury

Section 1. Employees covered hereby who sustain physical injury (except injuries causing immediate death) which is compensable under the Worker's Compensation Act of New Mexico shall be paid by the Company fifty percent (50%) of the difference between weekly compensation due to them pursuant to such law and their regular straight time wages (eight (8) hours per day or forty (40) hours per week) in effect for their classification for the period of their disability occasioned by such injury, or until such time as a determination agreeable to the Company and the Union is made that such employee is totally, permanently disabled or partially, permanently disabled to such an extent that the employee cannot return to work for the Company in a position which will afford compensation identical with the employee classification assigned to such employee immediately prior to such injury, or until death of such injured employee, but not to extend beyond the period of days or weeks during which statutory compensation for disability is granted pursuant to such law and not in any event to exceed a total of twenty-six (26) weeks. All job injuries must be reported by end of shift on the day of injury. An injured employee will be furnished a copy of the job injury report by the end of the shift upon request. If an employee under this Section is eligible for any other monetary benefits from a source funded in part by the Company, the benefits payable hereunder shall be reduced by the amount of such other benefits.

Section 2. No compensation for job injury benefits as provided in Section 1 of this Article shall be paid by the Company to employees entitled to benefits for days falling on recognized holidays described in this Agreement. (b) There shall be no payment or credit on account of unused job injury benefits at the time of termination of an employee. The Company agrees that it will not terminate an employee during the period of actual disability occasioned by physical injury compensable under the Worker's Compensation Act of New Mexico prior to the limitation periods set forth in Section 1 of this Article.

Section 3. The Company may, in the exercise of its discretion advance an employee accrued PTO, subject to the terms and conditions of Article XVI hereof or accrued PTO, subject to the terms and conditions of Article XVI hereof, in the event an employee has incurred an injury which may be compensable under the Worker's Compensation Act of New Mexico and within might thus entitle such employee to job injury benefits as provided in this Article. (b) The advancing of PTO as provided in this Section is not, however, intended to allow such employee compensation over and above that which such employee would normally receive were the employee being paid the employee's regular straight-time base rate of pay for actual services rendered. (c) In the event the Company should exercise such discretion and in the event it is agreed or determined, as provided in the Worker's Compensation Act of New Mexico, that such injury is compensable under said Act the employee shall take job injury benefits as provided in this Article in lieu of advanced PTO; provided that when job injury benefit payments are to be made by the Company to such employee, the appropriate amount shall be deducted from all amounts previously paid because of PTO and advanced under this Section. In addition, if the total amount paid by the Company to the employee on account of PTO as provided in this Section exceeds the total amount which may be or become due and owing from the Company to the employee on account of job injury benefits as provided in this Article, the employee shall pay the difference to the Company.

After such adjustments have been made, any remaining PTO advanced by the Company to the employee under this Section will be reinstated by the Company to the account for the employee's use and benefit which may be taken by the employee subject to other terms and conditions of this Agreement. (d) In the event the Company should, in the exercise of its discretion, advance PTO as herein-above provided, and in the event it is subsequently agreed or determined, as provided in Worker's Compensation Act of New Mexico, that such injury is not compensable under said Act, the employee may retain for the employee's own use and benefit all accrued PTO payments advanced by the Company under this Section.

Section 4. Benefits under this Article shall be paid only to employees injured on the job and receiving treatment from medical providers approved by the Company. The Company may require an employee to be examined by a designated physician whose medical assessment of the employee's condition shall determine eligibility for benefits. The Company also may designate the authorized medical provider for the employee with a work related injury for the first sixty (60) days of treatment. The employee may change medical providers on or after the sixty-first (61) day of treatment; however, the employee must file a "Request for Change in Medical Provider" with the Workers' Compensation Administration with a copy sent to the Company's Workers Compensation Specialist at least ten (10) days prior to the first appointment date with the new medical provider. Any expenses from this new provider or any other provider not authorized by the Company which are incurred prior to filing the "Request for Change in Medical Provider" and the ten (10) day waiting period, will be at the sole expense of the employee. Employees returning to work after an on-the-job injury and required to make follow-up medical visits must report to the Company's Worker's Compensation Specialist so that the Company can make the appointment.

Section 5. Light duty. It is the Company's policy to provide work, to the extent practicable, to those craft employees who are medically restricted from the performance of the full scope of their assigned position (temporarily or permanently) a result of an on-the-job injury or occupational illness, provided their services can be used effectively and safely (i.e., the performance of such alternate duties would not pose an unreasonable risk of harm to themselves or others). The Company shall make reasonable efforts to employ craft employees assigned to light duty within any of the Company's operations.

ARTICLE XXV  
**Stewards and Union Representatives**

Section 1. The Union representatives shall submit to the Company the names of the employees appointed as shop and/or job stewards. No more than two (2) stewards shall be appointed except by mutual consent, such as if additional work shifts are implemented. All stewards shall be “working” stewards. The Company agrees that the designated shop steward shall be allowed a reasonable amount of time, with pay, to perform shop steward duties; that the Business Representatives of the Union may have the shop steward accompany them whenever desired. In cases of layoffs, ability being considered, the shop steward shall be the last to go. The Company will give written notice to the Union of any contemplated layoff or discharge of a shop steward, and the cause of such layoff or discharge. Shop Stewards will only be laid off or discharged for just cause.

Section 2. With prior notice, representatives of the Union shall be allowed access to any Shop or job, at any reasonable time where workmen are employed under the terms of this Agreement, as security regulations permit.

Section 3. The Company will not discriminate against any steward or committee person who is designated to represent employees covered by this agreement nor against any employee filing or presenting a grievance.

Section 4. Stewards shall not leave their assigned workstations without the permission of a designated member of management, provided that permission shall not be unreasonably withheld. Stewards shall log the date, amount of time and reason for the time spent. This log shall be submitted to the Labor Relations Department upon request.

Section 5. In the event the Union appoints more than one steward, the Union agrees that only one steward will handle any one grievance or investigation of an alleged grievance at a time.

Section 6. The Company shall determine what shall be constituted as a reasonable amount of time to perform a steward’s duties. A maximum of 10% based on an annual percentage of the craft seems reasonable to establish a benchmark.

Section 7. It is the Company’s intent to provide all new hires access to a Union steward during new hire orientation for the purposes of general onboarding.

ARTICLE XXVI  
**Grievance Procedure**

Section 1. Any questions arising out of and during the term of this Agreement involving its interpretation and application or the interpretation and application of any individual agreement between the Company and the Union, excluding jurisdictional disputes and wage re-openers, shall be settled under the following procedures. Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single grievance will be presented and the resolution of that single grievance shall be applicable and binding on each of the other employees who have identical grievances.

Step 1. When any employee covered by this Agreement feels a violation has occurred, the employee, through the employee's Union Steward, within ten (10) working days after the occurrence of a dispute, shall give notice to the employees' immediate supervisor stating the Section alleged to have been violated. Failure to raise any dispute within ten (10) working days of its occurrence renders the dispute null and void. The dispute shall be discussed between the aggrieved employee, the Union Steward, and the employees' immediate supervisor within twenty-four (24) hours of notice. If the dispute is not settled, it may be referred to Step 2 within (5) five working days following the Step 1 meeting. Labor Relations will be notified no later than the conclusion of Step 1.

Step 2. The employee, the Union Business Representative and the designated representative of the Company shall meet as soon as possible and in any event within twenty (20) working days after referral to Step 2. At this point the Business Representative shall submit the grievances in writing. The Company shall give a written answer to the grievance within three (3) working days following this meeting.

The parties may mutually agree to mediate any dispute prior to arbitration in accordance with the guidelines established by the FMCS.

Section 2. Any grievance not resolved in accordance with Section 1 may be referred to arbitration, provided notice is given to the other party within ten (10) Working days of receipt of the Step 3 answer. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall alternately strike names from the list until only one name remains. This person shall be the arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

Section 3. The arbitrator shall have authority to resolve any grievance, which is properly in arbitration under this procedure as specified in Section 1 but shall not have the authority to add to, detract from, alter or modify this Agreement. Any decisions of the arbitrator shall be final and binding on the parties. The parties shall share the expenses of the arbitrator equally.

Section 4. The parties may extend the time limits in this Article by mutual agreement with such mutual agreement being in writing.

Section 5. Grievances that are inactive for three (3) months shall be determined to be closed.

ARTICLE XXVII  
**Discipline, Discharge and Probation**

Section 1. Effective October 1, 2012, all employees hired shall be on probation during the first sixty calendar days following their most recent date of hire. Such probationary employees may be disciplined or discharged without recourse by the employee or the Union to the Grievance Procedures of this Agreement. In cases of a reduction in force, any employee not completing the sixty day probation period will be the first on the lay-off list given consideration to clearances, skills and training. The Company agrees not to lay off any employee if the Company has an open hiring call that the employee that is being laid off is qualified for.

Section 2. Employees who have completed their probationary period will not be discharged or suspended, except for just cause. "Just cause" for immediate discharge without prior warning shall include, but not be limited to, a refusal to comply with orders from supervisory personnel; theft; breach of security; the withdrawal, suspension, loss of security clearance; bringing on to the Laboratory property at any time, or while on duty, drinking, using or having on the person any intoxicating beverage, illegal narcotic, dangerous drug or controlled substance (unless prescribed by a physician) or reporting to work under the influence of such beverages, drugs, or substances; fighting or being engaged in a fight on Laboratory property; falsification of employment application or other Company records, including time card entries or punching another employee's time card; participating in a strike in violation of this Agreement; failure to report an accident or injury; unauthorized use of Company or Laboratory facilities or equipment; harassment of other employees (male or female) and refusal to comply with written work or safety rules.

Section 3. Prior to terminating an employee who has lost time and/or has been on suspension, or who has had their security clearance withdrawn, the Company will exhaust all options of placing an employee in areas where the use of a security clearance or escorting is not needed for employment.

ARTICLE XXVIII  
**Safety and Health Rules and Equipment**

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

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

Section 3. All safety equipment required by the Company, except safety shoes, shall be provided by the Company. When required by the nature of the work, the Company will supply each new employee with one (1) pair of safety goggles, one (1) pair of safety glasses or safety prescription glasses when needed (safety prescription glasses will consist of but not be limited to photo gray, progressive lenses, bifocal or trifocal lenses), and one (1) pair of earplugs. At the time of hire, employees shall provide their own shoes or boots. Employees shall maintain all personal safety equipment in good repair and proper working order. All safety equipment damaged during working hours in the normal course of duty or when worn out, will be replaced by the Company provided the employee turns in the damaged or worn out item.

Section 4. The Company shall provide an annual \$200 safety boot allowance under the Company's Safety Program. The annual date of the boot allowance shall be the fiscal year of this Agreement. Starting October 1, 2012, any employee completing their probationary period as defined in Article XXVI, Section 1, is entitled to the boot allowance.

Section 5. The Company's Substance Abuse Policy, with any subsequent changes, is hereby incorporated by reference into this document. It is understood that the Company's substance abuse policy may be changed from time to time to assure the safety and well-being of the employees, to maintain compliance with DOE Orders, or to assure interface with the Operating Contractor. The Union shall be notified of these changes.

ARTICLE XXIX  
**Replacement of Clothing and Tools**

Any employee whose clothes, tools or shoes are damaged or confiscated by LANL as contaminated during any period of work by unusual conditions of radiation, fire or exposure to chemical action to such an extent that they are no longer suitable for wear, or use, shall be furnished with suitable clothing or tools or shall be authorized to purchase a replacement and be reimbursed therefore. Reimbursement is to be at replacement cost. This shall apply to clothing and a tool damaged through unusual circumstances that are outside the control of the employee and is limited to work clothes appropriate for the job being performed.

ARTICLE XXX  
**Site Safety / Security**

All requirements of security and safety regulations as may be adopted from time to time to conform to regulations required in the performance of subcontract responsibilities shall be adhered to.

ARTICLE XXXI  
**Fabrication / Subcontracting**

Section 1. The Company agrees to pay the appropriate building and construction wage rate and applicable benefits for any and all fabrication of items to be installed by Company employees on Davis-Bacon work at LANL facilities.

Section 2. It is the Company's intention to self-perform maintenance and construction work where reasonable and customary.

Section 3. In the event N3B subcontract work is covered by the Davis-Bacon Act or the Service Contract Act, N3B will ensure the successful bidder complies with their responsibilities (and will give opportunity to bid on the work to companies, which are qualified to do the work, and which employ workers represented by the Union) under the applicable statute, including payment of appropriate prevailing wage rates. To support prevailing wage determination efforts, N3B will provide wage and hour information to the Unions that delineates work performed by the union members covered by the Davis-Bacon Act and work performed by the union members that are not covered by the Davis-Bacon Act.

Section 4. Cost-based decisions to subcontract maintenance instead of self-performing such work will not be made if the cost differential is primarily due to subcontractor wages and benefits below those set forth in this Agreement.

Section 5. To the extent practicable from a timing perspective, N3B will make available to the Unions a list of planned maintenance and construction subcontract work scope and/or projects, to include offsite fabrication packages, which are under consideration for competitive bid. With regard to offsite fabrication, N3B will meet with the union to review the scope of work before the subcontract request for proposals are issued. The Unions will provide N3B with the names of potential subcontractors for this work.

Section 6. Bidders will be pre-qualified, in accordance with the N3B procurement process, based on factors including but not limited to safety record, technical experience and workforce availability. Where appropriate and in accordance with the N3B procurement process, N3B will use its best value contracting process to obtain maintenance and construction subcontractors.

Section 7. The successful subcontractor(s) will not be required to sign any labor agreement as a condition of performing work at LANL.

ARTICLE XXXII  
**Equal Opportunity**

Section 1. The Company and the Union agree to provide equal opportunity without regard to race, color, religion, age, sex, gender identity, sexual orientation or preference, national origin, ancestry, citizenship within the limits imposed by federal laws or regulations, marital status or spousal affiliation, medical condition, pregnancy, physical or mental disability, genetic information, and veteran's status, in all employment practices such as referral, transfer, on-the-job treatment, recruitment, layoff, termination, training, rates of pay or other forms of compensation. The Company and the Union agree that there will be zero tolerance of sexual harassment, ethnic innuendo, and racial harassment.

Section 2. The Company and the Union will each have Affirmative Action Plans leading to the employment of qualified persons in the above categories. In the event that the individual Affirmative Action Plans are inadequate or fail to achieve the results desired, then each party may seek such persons for employment and the other party agrees to full cooperation in the employment of such persons. It is understood that whenever employees or jobs are referred to in the male gender, it shall mean both male and female employee.

ARTICLE XXXIII  
**Union Discipline**

The Union agrees to notify the Company in the event of any Union disciplinary action against a member acting in a Company supervisory capacity and carrying out the express orders of the Company.

ARTICLE XXXIV  
**Davis-Bacon - Maintenance Crossover**

The Company and the Union recognize that employees covered by this Agreement perform work covered by the Davis-Bacon Act as well as Maintenance work. The Company may assign employees either Davis-Bacon or Maintenance work as needed by the Company to fulfill its contractual obligations to the Laboratory, to promote efficiency, or to balance the workforce.

ARTICLE XXXV  
**Education Assistance**

The Company agrees that an employee wanting to take courses relating to their employment may be covered by the Company's Education Assistance Program, if the funds are available. The Company has the sole approval discretion and the decision is not subject to the grievance procedure.

ARTICLE XXXVI  
**No Strike, No Lock-Out**

Section 1. During the term of this Agreement, the Union will not cause, sanction nor permit; nor will any member of this signatory bargaining unit cause or take part in any strike, work stoppage, sit-down, walkout, picket or any curtailment of work or any restriction of services or interference with services in any of the Company's operated facilities. The Union guarantees to fully support the Company in maintaining its operations in support of assignments and missions for the Laboratory, the Department of Energy or other agencies, whether such activities as described above are brought about by a union or any group or individual.

Section 2. In consideration of the foregoing, the Company will not lockout any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Company for any reason in the exercise of its rights as set forth in this Agreement or any individual agreement between the Company and the union, nor does "lockout" include the Laboratory's decision to terminate or suspend work or any portion thereof.

Section 3. Any employee or employees inciting, encouraging or participating in any strike, slow-down, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge.

ARTICLE XXXVII  
**Effective Date – Termination - Amendments**

Section 1. This Agreement is entered into and effective this first (1st) day of July 2022, by and between the Company and the International Association of Sheet Metal, Air, Rail and Transportation Local Union #49.

Section 2. This Agreement shall be subject to amendment at any time by the mutual consent of the signatory parties. Any such amendments agreed upon shall be reduced to writing and signed by the parties.

Section 3. This Agreement shall remain in full force and effect through June 30, 2027. Either party desiring to amend or terminate this Agreement must give written notice to the other party sixty (60) days immediately prior to June 30, 2027, of its desire to do so. In the event notice is not given, this Agreement shall automatically renew for one (1) year intervals until such notice is given at least sixty (60) days but not more than one hundred twenty (120) days immediately prior to each anniversary date of the Agreement. The parties agree that negotiations will be opened for successor agreement on or about May 1, 2026.

Section 4. It is expressly understood and agreed by the parties that the Company and the Union in entering into this agreement shall be bound only by the clear language hereof and not by any precedents, practices or previous “side agreements” either written or oral observed by the predecessor employer with the signatory Unions unless such side agreements are directly incorporated into provisions of this Agreement. The only interpretations of the Agreement which shall be valid and binding upon the parties shall be those reduced to writing and signed by an authorized representative of the Company and affected Union. This Agreement represents their full and complete agreement without reservation or unexpressed understanding.

Section 5. It is agreed that the provisions of this Agreement relating to expenditures which may be subject to Governmental approval will be submitted to the appropriate Governmental agencies and are subject to such approval. In the event the Company encounters cost disallowances, the Union agrees to negotiate any necessary replacement provisions.

ARTICLE XXXVIII  
**Savings Clause**

In the event that any part of this Agreement is invalidated by the implementation of government regulations, passage of legislation or an award of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall by legislation, regulations or court decisions may be the subject of a meeting to negotiate a replacement clause or paragraph only, except where forbidden by law. The parties hereto agree to cooperate fully to ensure that the work of the Company can, consistent with provisions of this Agreement and its appendices and supplements, be accomplished in accordance with all applicable laws and regulations of federal, state and local governments.

ARTICLE XXXIX  
**Apprenticeship Training**

Section 1. As a matter of policy, the Company agrees to participate in and to share the necessary costs of agreed upon apprenticeship training programs, which have the approval of the New Mexico State Apprenticeship Council and the Bureau of Apprenticeship and Training of the U.S. Department of Labor.

Section 2. The Company agrees to adjust individual apprentices regularly scheduled workday to allow him or her ample time to travel to apprentice school.

Section 3. Standards - The Standards of Apprenticeship formulated by the Sheet Metal Workers Joint Apprenticeship and Training Committee are hereby incorporated by reference, the same as if it were expressly set forth, and becomes a part of this Agreement. These standards may be modified or altered by that Joint Committee.

Section 4. Trust - The Trust Agreement negotiated by and between the New Mexico Sheet Metal Contractors Association, Inc. and the International Association of Sheet Metal, Air, Rail and Transportation Local Union #49 and all amendments thereto during the terms hereof will become binding on all parties bound by this Collective Bargaining Agreement. In this connection, said Trust Agreement will be deemed incorporated herein by reference, the same as if it were expressly set forth.

Section 5. Registration - Registration of the Sheet Metal Workers Joint Apprenticeship and Training Standards shall be registered with the New Mexico State Apprenticeship Council, with the approval of the Bureau of Apprenticeship and Training, U.S. Department of Labor.

Section 6. Trust Payments - The Company will make payments on hours worked by employees covered by this Agreement to the Sheet Metal Joint Apprenticeship Trust Fund in accordance with the contribution rates set forth in the wage schedules of this agreement.

**ARTICLE XL**  
**Value Teams**

Under the purview of the Joint Labor-Management Oversight Committee, the parties agree to continuously pursue changes to work processes that achieve more efficient and effective work execution. Since 2008, the expedited work process was developed and implemented under the Joint Labor-Management Oversight Committee. Further initiatives under this clause would include items such as expanding and improving expedited work for low to moderate hazard work and increasing reliance on the skills of the craft to maximize work done in the field.

**Appendix 1., Article XXIII**  
**Wages, Classifications, Trust Fund and Apprenticeship Language**

Section 1. The following classifications shall be paid the wage package indicated:

- A. Davis-Bacon rates in 1 (A) shall remain in effect until increased or decreased in accordance with the Agreement negotiated between the New Mexico Sheet Metal Contractors Association and Sheet Metal Workers Local Union #49. Wage schedules will be furnished and be considered a part of this Agreement.
- B. Maintenance rates shall be as follows: Wage schedules will be furnished and be considered a part of this Agreement.

The parties agree that the increase for the first and second year of this Agreement shall be calculated at the Blended Economic Index plus a 3% market adjustment on the total package.

The parties agree that the 2024 through 2026 increases will be established by using a Blended Economic Index. Components of the Index are:

- 1. Employment Cost Index (ECI) for Total Compensation – Private Industry Workers (not seasonally adjusted) published by the Bureau of Labor Statistics with a weight of 50%
- 2. Consumer Price Index – Urban (CPI) (not seasonally adjusted) published by the Bureau of Labor Statistics with a weight of 30%
- 3. Engineering News Record Construction Labor Cost indices for skilled and common labor with a weight of 10% each for a total of 20%.

The escalation will apply to the “Total Package.”

The minimum increase (floor) will be 2% and the maximum increase will be 4.0% (ceiling). The University of New Mexico Bureau of Business and Economic Research will be used to calculate the increase. The percentage increase will be calculated using data from the quarter or month ending June 30 prior to the October effective date of the increase. Increases will be effective the first Monday in October.

Section 2. Payment of Wages

Wages at the established rates specified shall be paid in cash or by negotiable check in the shop before quitting time on the normally scheduled pay day of each weekly pay period and no more than one week’s pay will be withheld. An Electronic Direct Deposit method of payment may be utilized if mutually agreeable to both the Company and employee. An employee who quits will be paid on the next

regular payday. An employee who is discharged shall be paid in full, after proper clearances are obtained, upon request during office hours. Any tools or equipment checked out by such employee after July 1, 1986, and not returned prior to termination shall be charged to the employee and deducted from the employee's last paycheck, provided such employee authorized such deduction. In the event insufficient wages are due to pay for such tools or equipment or in the event an employee refuses to authorize such deduction, such employee shall not be eligible for rehire until such amounts are paid. Any employee terminating shall be paid at straight-time base rates for actual hours spent to complete the clearance procedure.

### Section 3. SMWIA Local 49 Family Health Plan

- A. The SMWIA Local 49 Family Health Plan heretofore established is hereby renewed without interruption and shall be administered by a Joint Board of six (6) Trustees, composed of three (3) Trustees designated by the New Mexico Sheet Metal Contractor's Association, Inc., and three (3) Trustees designated by the Local Union 49. The Joint Board of Trustees shall have full authority and power to administer the plan, decide upon its benefits and rule with respect to all technical questions that arise.
- B. The Agreement and Declaration of Trust heretofore established is hereby incorporated into this Agreement by reference and shall be a part thereof. The Board of Trustees specified in this Article shall have the authority on a unanimous vote to amend or change any part, article, section or phrase in the Agreement and Declaration of Trust provided above, anything in said Agreement and Declaration of Trust notwithstanding; provided however, that the Company's contribution or any other cost to the Company in connection herewith may not be increased without the consent of the Company.
- C. The Company agrees to contribute amounts set forth in the wage schedules for each hour worked by employees covered by this Agreement into the SMWIA Local 49 Family Health Plan and the contribution shall be paid monthly.
- D. The Union may have the option to request the Company increase the contribution into the Plan by giving written notice thirty (30) days prior to the effective date of any such increase.

### Section 4. Sheet Metal Workers National Pension Fund – Sheet Metal Workers Local 49 Defined Contribution Plan

- A. The Sheet Metal Workers National Pension Fund is hereby recognized and each shall be administered by Joint Boards of six (6) Trustees, composed of three (3) Trustees designated by the Sheet Metal & Air Conditioning National Contractors Association, Inc., and three (3) trustees designated by the International Union. The Joint Board of Trustees shall have the authority and power to administer the plan, decide upon its benefits and rule with respect to all technical questions, which may arise.

- B. The Agreement and Declaration of Trust established is hereby incorporated into this Agreement by reference and shall be considered a part hereof. The Board of Trustees specified in this Article shall have the authority on unanimous vote to amend or change any part, article, section or phrase in the Agreement and Declaration of Trust notwithstanding; provided however, that the Company's contribution or any other cost to the Company in connection herewith may not be increased without the consent of the Company.
- C. The Company agrees to contribute amounts set forth in the wage schedules for each hour worked to employees covered under this Agreement to the Sheet Metal Workers' National Pension Fund and the contributions shall be paid monthly.
- D. The Sheet Metal Workers' Local 49 Defined Contribution Pension Plan Trust is hereby recognized and shall be administered by a joint board of six (6) trustees, composed of three (3) trustees designated by the New Mexico Sheet Metal Contractors Association, Inc., and three (3) trustees designated by the Local Union. The Joint Board of Trustees shall have full authority and power to administer the plan, decide upon its benefits, and rule with respect to all technical questions, which arise.
- E. The Agreement and declaration of trust heretofore established is hereby incorporated into this Agreement by reference and shall be a part thereof. The Board of Trustees specified in this Article shall have the authority to amend or change any part, article, section, or phrase in this Agreement and declaration of Trust provided above, anything in said Agreement and declaration of Trust notwithstanding, provided however, that the Company's contributions or any other cost to the Company in connection herewith may not be increased without the consent of the Company.
- F. The Company agrees to contribute amounts set forth in the wage schedules for each hour worked into the Sheet Metal Workers Local #49 Defined Contribution Pension Plan and remits the same monthly in accordance with procedures set forth in this Agreement.
- G. The Company will allow employees, to the extent permitted by law, to have additional amounts of pre-tax wages diverted into the Sheet Metal Workers Local 49 Defined Contribution Pension Plan (401-K) and remit the same monthly in accordance with the trust fund reporting procedures set forth in this Agreement.

Section 5. Trust Fund Reporting

- A. The Company shall make contributions and deductions in accordance with this Agreement.
- B. Contributions and deductions shall be paid monthly through the Trust Fund Office. The Board of Trustees of the various Funds shall provide the Company with the necessary forms for the transmittal of the monies and the necessary employee information. Information there from shall be readily corroborated with the books of record.

- C. Monthly reports to the Trust Fund Office with a copy to the Local Union #49 Office, and applicable remittance shall cover through the last day of the regular pay week period occurring during the reportable month. The subsequent monthly report shall commence with the day following the last previous day reported.
- D. PAYMENT OF TRUST FUNDS contributions and deductions will be paid monthly through the respective Trust Fund(s) Office(s). The Board of Trustees of the various funds will provide the Company with the necessary forms for the transmittal of the monies. Information will be readily corroborative with the books of record.
- E. MONTHLY REPORTS Monthly reports will be mailed to the respective Trust Fund(s) Office(s), with a copy to the NMSMCA office and Local Union No. 49 office, and applicable remittance will cover through the last day of the regular pay week period occurring during the reportable month. The subsequent monthly report will commence with the day following the last previous day reported.
- F. REPORT DUE DATES AND PENALTIES
1. Monthly reports and remittances will be due in the Trust Fund Office on the 10th day of the month following the end of the reportable month.
  2. Monthly reports and remittances not received by the 10th day of the month following the end of the reportable month will be delinquent.
  3. All delinquent reports and remittances will incur fifteen percent (15%) per annum liquidated damages.
  4. All delinquent reports and remittances not submitted by the last day of the month in which they are due will be assessed interest at a rate to be set from time to time by the Board of Trustees from the 10th day of that month.
  5. If one Company fails to submit a monthly report by the 10th day of the month, it will be assessed a \$10.00 per month late fee.
  6. If one Company is delinquent in its submission of contributions and/or its monthly report, it will be assessed the cost of any audit that the Board of Trustees subsequently orders.
  7. If one Company is delinquent in its submission of contributions and/or its monthly report, it will be assessed all attorney's fees incurred by the Board of Trustees, including the cost of pre-litigation legal fees and expenses.
  8. The Board of Trustees has full authority to implement such collections and procedures it deems appropriate to enable it to meet its fiduciary obligations to collect delinquent contributions.
  9. If reports and remittances, including applicable penalties, have not been brought to a current condition by the 15th day of the month, the Trustees of each respective Fund may pursue all remedies available, including litigation and/or instructions to the Local Union to withdraw all bargaining unit employees.
  10. The Union will refer employees back to the Company who is delinquent when delinquent reports and all assessments are received in the Trust Fund office.

## G. SECURITY REQUIREMENTS

The Company hiring employees covered under Article I of this Agreement will furnish a security for the payment for fringe benefit contributions in the minimum amount of five thousand dollars (\$5,000.00). Security may take the form of a bond, cash collateral, or other form of security acceptable to the Board of Trustees. The amount of the security will be based on the estimated amount of the Company's fringe benefit obligation projection per month, equated to six (6) weeks. If the Company's amounts on reports exceed its security for three (3) consecutive months, or by joint demand of the Board of Trustees of the various funds, it will increase its security to the next applicable five thousand dollar (\$5,000.00) increment. If a surety bond is furnished, such bond will be secured with a company and in such form as is satisfactory and payable to the Board of Trustees of the various funds under this Agreement.

This security is for the use and the benefit of the funds, guaranteeing and assuring payment of such moneys due in accordance with this Agreement and together with reasonable expenses incurred in the collection thereof.

Security documents will be placed in the Trust Fund Office prior to the referral of any employees by the Union to the Company. It will be the obligation and the duty of the officials of the Union to confirm the existence of effective security at the Trust Fund Office. When the Company terminates the last employee on whom benefits are being accrued and funds being remitted to the Trust Fund Office, the Company will indicate on the final report form that such is the case. When the Trust Fund Office receives the information, this information is to be immediately relayed to the office of the Union, followed by a confirmation (in writing) of such information. Failure to furnish and maintain security in accordance with the requirements in the Agreement will constitute delinquency, and will be subject to the conditions and penalties as set forth in Section 18 of this Article.


## SIGNATURE PAGE

**Newport News Nuclear BWXT Los Alamos, LLC (N3B)**

**Approved:**

BY:  \_\_\_\_\_ Date 8/18/22  
Angeline Martinez, Senior Human Resources Business Partner

**International Association of Sheet Metal, Air, Rail & Transportation Workers, Local No. 49**  
**This is the July 1, 2022 – June 30, 2027, ratified by the membership on September 14, 2022, its**  
**only modification being the Company name change effective May 1, 2022.**

BY:  \_\_\_\_\_ Date 8/18/22  
Isaiah Zemke, Business Representative

