

SERVICE CONTRACT AGREEMENT

BETWEEN

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

AND

R & R BUILDING SERVICES (Prime Contractor) and INTEGRITY NATIONAL CORPORATION
(Subcontractor)

COVERING:

JET PROPULSION LABATORY, PASADENA, CALIFORNIA



Effective: October 1, 2021

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SERVICE CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **1st** day of **October 2021**, by and between R & R Building Services (Prime Contractor) and. Integrity National Corporation (Subcontractor); (hereinafter referred to as the Employer), and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA and its affiliated LOCAL UNIONS (hereinafter referred to as the Union).

ARTICLE I

PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

ARTICLE II

UNION RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the following listed employees of the employer working at Jet Propulsion Laboratory located in Pasadena, California and working in the following classifications: grounds laborer, janitor, janitor lead, and utility cleaners with respect to wages, hours and all other terms and conditions of employment. Excluded from the terms of this Agreement are: supervisors, guards, clerical employees and all other employees not otherwise specified above.

ARTICLE III

UNION SECURITY

Section 1 All present employees who are members of the Union, on the effective date of this Agreement, shall remain members as a condition of employment. All present employees who are not members of the Union, and all new employees hired hereafter shall, as a condition of employment, become members of the Union as of the effective date of this Agreement, or no later than the thirty first (31st) day of their employment, whichever occurs later.

All employees shall remain members in good standing for the full term of this Agreement. Failure to comply with this requirement shall be cause for discharge of the employee, upon written notification to the Employer, by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit.

Section 2 The foregoing provision shall not apply in any state to the extent that it may be prohibited by state law. When work covered by this Agreement is to be performed upon property of the United States Government, as to which the provisions of any state's "right-to-work" laws are inapplicable, all employees covered by this Agreement who are performing such work, shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the thirty first (31st) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Section 3 Membership in the Union is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the Union, insofar as he/she receives benefits equal to those received by other employees. The Union is required under this Agreement, to represent all of the employees in the bargaining unit, fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members of the Union

only. Accordingly, it is fair and equitable that each employee in the bargaining unit assumes his/her fair share of meeting the Union's cost and expenses in performing its duties, as the exclusive bargaining representative.

Section 4 In accordance with the policy set forth under Section 3 of this Article, all employees who are not members of the Union shall, as a condition of employment, pay to the Union, as the employees' exclusive bargaining representative, an amount of money equal to the Local Union's regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty-first (31st) day of their employment.

Section 5 In the event that in any or all of the states described in Section 2 of this Article, a decision or action of the United States Congress, State Legislature, or a court or administrative board of competent jurisdiction shall make the "Union Shop" or "Agency Shop" a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

Section 6 The Union agrees to indemnify the Employer for any costs, including legal fees, or liability incurred as a result of the Union's implementation and enforcement of the provisions of the Article.

ARTICLE IV

CHECKOFF

Section 1 The Employer agrees to honor check-off cards, signed by individual employees, which authorizes the Employer to deduct from the employee's paycheck each month, the union dues, lawful fees and assessments as certified by the Union and contributions, and remit same within twenty (20) business days, to the Secretary-Treasurer of the appropriate Local Union.

The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) business days prior to the first (1st) pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees. The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising with respect to the Laborers' International Union's allocation of said check-off moneys.

Section 2 The Employer agrees to deduct and transmit to the Laborers' Political League, five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. The transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made, and the amount deducted for each such employee. The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Laborers' Political League.

ARTICLE V

NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veteran's status or handicapped, or because any employee exercised his/her rights under any federal or state law. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit. The Union also recognizes the Employer's Affirmative Action Program.

ARTICLE VI
UNION REPRESENTATION

Section 1 The number and need of Stewards shall be determined by the Union and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of Stewards to a maximum of one (1) per shift where possible.

Section 2 The Local Union shall supply the contractor, in writing, and shall maintain with the contractor on a current basis, a complete list of all authorized Stewards, together with the designation of the group of employees each is authorized to represent.

Section 3 The Employer agrees to recognize the officers and duly designated representatives of the Local Union and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

Section 4 The Employer agrees that in the event it is planned to transfer a Steward, officer, or representative from one work shift and/or shop to another, it will inform the Local Union five (5) days prior to taking such action.

Section 5 Authorized agents of the Union shall have access to the Employer's establishment, upon approval for access by JPL, during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that advance notice be given so that such visits do not unduly interfere with the Employer's operation. All visits are subject to Government regulations.

ARTICLE VII
DISCHARGE OR SUSPENSION

Section 1 An employee shall be subject to immediate discharge for the following reasons:

- (1) Under the influence of alcohol or non-prescription drugs during working hours.
- (2) Disorderly conduct
- (3) Insubordination.
- (4) Failure to carry out job assignments or job requests of Management.
- (5) Fighting or threats of physical harm.
- (6) Theft.
- (7) Drinking alcoholic beverages during working hours or reporting to work under the influence of alcohol.
- (8) Misuse or alteration of sign-in sheets and records.
- (9) False statements on job applications.
- (10) Sleeping during working hours.

(11) Caught loitering within JPL campus boundaries (excludes parking lots), before or after signing in or out. When an employee signs out, said employee must vacate the premises at once.

(12) Denied access to JPL by JPL

(13) Violation of JPL COVID safe at work rules

(14) Refusal to adhere to any JPL badging or facility access requirements

Employees are not permitted to visit a federal facility when off duty; and/or have visitors accompany them to the workplace; and/or have visitors report to a federal facility on their behalf for any personal reason.

Section 2 Other than reasons identified above in Section 1, the Employer shall not discharge any employee without just cause and with respect to any such discharge, the Employer shall give at least two (2) warning notices to the employee of any complaint against such employee, in writing, and a copy of the same to the Local Union.

Once warning notices become twelve (12) months old, said notice shall be voided and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

Section 3 Discharge or suspension must be by proper written notice to the employee, Shop Steward, and a copy mailed to the Local Union affected.

Section 4 Pursuant to the Worker Adjustment and Retraining Notification Act (Title 29 U.S. Code, Section 2103), the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, therefore limited to the duration of the Employer's undertaking. It is further understood that the employee's employment by either employer will terminate upon completion of the service contract if the service contract is not renewed.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances, in connection with the interpretation or application of the terms of this Agreement, have settled upon the following orderly and peaceful procedures: The parties agree that both the employer and the union have a right to file a grievance.

Step One: The employee shall report to his/her Steward any complaints, disputes or grievances which he/she believes requires adjustment within five (5) working days. The Steward, designated by the Union, shall have five (5) working days to investigate to ascertain whether the complaint has merit and report the results thereof to the Union Business Manager. The Union shall be the sole judge as to the validity of any grievance and in the event the Business Manager believes the grievance has merit, he/she shall attempt to resolve the dispute with the Employer's Program Manager with a copy to the Employer's Human Resource Manager, within five (5) working days after notice thereof. If the dispute is not resolved within that period of time, the matter shall be referred to Step Two, in writing, within ten (10) days. If the matter is not referred within the ten (10) days, the matter shall be closed.

Step Two: The Business Manager shall refer the matter in writing, to the General President of the International Union or his designee, and a copy to the Employer, and the Supervisor shall refer the matter, in writing, to the Employer's President, or his designee, and a copy to the Local Union. The two (2) parties will then meet in an effort to settle the grievance. If no satisfactory settlement is arrived at within ten (10) days,

either party may, within ten (10) additional days, refer the matter to Step Three, Arbitration. The General President of the International Union, or his designee, shall have full authority to determine whether or not the Union wishes to process the grievance into Step Three, Arbitration.

Step Three: The Party invoking the provision of Step Three shall call upon the Federal Mediation and Conciliation Service to supply both the Employer and the Union with a list consisting of at least three (3) and not more than five (5) individuals who would serve as Arbitrator. The parties may then invoke the usual procedures to strike off objectionable names. The decision of the Arbitrator shall be final and binding upon both parties. The cost of such arbitration shall be shared equally by both parties.

Section 2 The parties may, by mutual consent, select a mutually acceptable neutral to act as a temporary or permanent Arbitrator for disputes arising under the terms of this Agreement.

Section 3 The Arbitrator shall lack the authority to render an award and/or remedy in any grievance whereby the time limits are not met in a timely manner as prescribed in this Article, unless such time limits are mutually and expressly waived in writing by each of the parties.

Section 4 The provisions of this Article shall apply to grievances filed by either Party.

ARTICLE IX **SENIORITY**

Section 1 The Employer recognizes seniority which shall be based upon the length of continuous service, with previous, present and succeeding Employers, according to the Employer's and the Union's records, as an important factor to be considered by it in shift assignments, promotions, demotions, lay-offs, and recalls after lay-offs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

The parties agree that there shall be no bumping or other exercise of seniority rights between R&R Building Services and Integrity National Corporation employees without the agreement of all of the affected parties.

Section 2 No employee shall acquire any seniority rights until he/she has been continuously employed by the present Employer for a period of thirty (30) calendar days.

Section 3 A break in seniority shall occur in the following events:

- (a) If an employee quits.
- (b) If an employee is discharged for cause.
- (c) If an employee takes an unauthorized leave of absence.
- (d) If an employee is laid off for more than six (6) months.
- (e) If an employee leaves due to military TDY assignment.

Section 4 The Employer shall supply the Union with an up-to-date seniority list which shall be reviewed every six (6) months.

Section 5 Every new employee shall be on probation for a period of ninety (90) calendar days and during this probationary period, an employee may be dismissed for any reason considered justifiable by the Employer.

Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this Agreement.

ARTICLE X

PROMOTIONS

Section 1 When the Employer determines that a vacancy exists in a classification; a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the bargaining unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

Section 2 In effecting a promotion, the Employer will first give consideration to employees of the unit and selection will be made therefrom unless an outside applicant is clearly better qualified.

Section 3 The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities and experience. In making selections for promotion within the bargaining unit, the Employer may consider willingness to relocate as a criteria, however, all other factors being equal, the Employer agrees to promote the most senior employee.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. - Personal Leave of Absence.

A leave of absence without pay, for reasonable cause, as determined by the Employer, may be granted for a period up to ninety (90) calendar days, with written approval of the employee's Program Manager at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly assigned job duties. Such leaves of absence may be extended for good cause, shown upon written approval of the Employer.

Employees who are away for a period longer than the term of the leave of absence, or who accepts employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer.

Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond ninety (90) days, shall not receive any accrued vacation for that period of absence. No benefits will be paid by the employer.

Section 2. - Military Leave of Absence.

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Reemployment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units, shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their Supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency, per Article IX, Section 3(e), an employee leaving his/her work due to a TDY assignment, shall lose his/her seniority rights.

Section 3. - Injury or Sickness Leaves of Absence.

An employee desiring leave of absence from his/her employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days. An extension may be granted when required. Permission for leave must be secured from the Employer with a copy mailed to the Union. Granting of leave of absences shall be for the following reasons: sickness, death in the immediate family, Union activities, and cases considered extreme hardship for an employee or any member of his/her immediate family, military duty, and in the case of compensation injuries or occupational disease. Employee seniority shall continue to accrue during leave of absence. Leave of absence shall not cause a change in seniority date. However, if benefits accrue during a year in which a leave of absence is taken, they shall be prorated according to service during that year. Leave of absence for maternity shall be granted in accordance with applicable law.

Section 4. - Medical Treatment.

The Employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the hours worked by his/her crew on the date of his/her injury or sickness.

ARTICLE XII

WAGES

Section 1 Employees shall be paid wages, shift premiums and fringe benefits in accordance with the schedule of wages identified as Addendum A. The rates of pay, shift premiums and fringe benefits, shall be negotiated between the Employer and designated representatives of the Union.

Section 2 A shift differential shall be paid for all employees working the second (2nd) and third (3rd) shifts in accordance with Addendum A.

ARTICLE XIII

SHIFT SCHEDULING, BASIC WORKWEEK & HOURS OF WORK

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and identified as Addendum A.

Section 1 - Workweek

The regular workweek for all employees shall begin and end at 7:00 A.M. on Saturday. The Employer will make every effort in scheduling to ensure that no employee works more than seven (7) consecutive days. Due to the inconsistent tasks and frequency scheduling required by the contracting agency, the Union recognizes the fact that it is impossible to place all of the Employer's employees on a forty (40) hour workweek, therefore, the Employer agrees to place as many employees as possible on a forty (40) hour, five (5) day per week workweek.

Section 2 – Shifts

Shifts for all regular employers shall be established as follows:

Shifts will be established by the Employer to best accomplish the task and frequency schedules. Employees transferred for one shift to another shall receive at least forty-eight (48) hours notice except during an emergency.

Emergency Discontinuance of Operations

In the event of any emergency (e.g. severe weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligation to report for work in accordance with directive which may be issued by the military command/government, and which applies to the operation of the military installation/government facility. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operation.

The Employer shall authorize and permit all employees to take rest periods, which insofar as practical shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes next rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose daily work time is less than three and one half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

For all employees working at least five hours per day, the Employer shall authorize and permit such employees to take a thirty (30) minute unpaid free-from-duty meal period. If the nature of the work for a particular position prevents an assigned employee from being relieved of all duty, the Employer may designate the position as such and in that event, the Employer and the assigned may enter into a written agreement stating that the meal period shall be on a paid, on-the job, meal period, provided that the written agreement shall state that the employee may, in writing, revoke the agreement at any time.

ARTICLE XIV

SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time when he/she has not been notified not to report and for whom no work is provided shall receive two (2) hours pay at his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his/her regular rate, even though four (4) hours have not been worked.

If more than four (4) hours are worked in any one (1) shift, an employee shall receive pay for actual hours worked. Any employee called in outside his/her regular working hours, or on his/her scheduled day(s) off, shall be guaranteed a minimum of four (4) hours pay at the regular rate.

ARTICLE XV

EMERGENCY RESPONSE ROSTER

To provide a system to support "Emergency Response" capability of a small number of personnel after normal duty hours, the following "Recall Roster" will be developed. The "Recall Roster" will be formulated for a period of one (1) month. Six (6) employees will be selected and placed on the Roster. The Supervisory persons, including Group Leaders will be excluded. The employees' first and last name will be indicated on the Roster and residence phone number.

To preclude the top employee from always being called first in the event of "Emergency Response", each of the candidates will head the list on the date of the month designated with an "x". Example -on the third (3rd) of February, Candidate #3, Harry James, has an "x" in the block opposite his name. Harry James will be the first person called to respond. The next person to be called should be candidate #4, Muddy Water, and so forth.

The hours that would normally require "Emergency Response" after normal duty hours are when Supervisory personnel are not physically at the facility. The placement of six (6) employees on the Roster precludes the need for any one (1) employee to remain home to be available to respond should a call(s) be made.

ARTICLE XVI

OVERTIME

Overtime shall be paid at the rate of one and one half (1-1/2) times the straight hourly rate. Overtime may be defined as all work performed in excess of forty (40) hours in any workweek. The Employer will distribute overtime work as is necessary, and as fairly as possible between employees affected by such overtime work.

ARTICLE XVII

HOLIDAYS

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum A covering their location. Any employee who is absent without an acceptable excuse on the scheduled workday immediately preceding, and/or the scheduled workday immediately following a holiday, shall forfeit his/her right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister, and children).

Section 2 The holidays as listed below will be observed as non-work days. Whenever such holidays as determined fall on a Saturday and the activity, except those required to operate during holiday periods, may be closed to public business on the preceding Friday, or the succeeding Monday, in lieu of such holidays, then such Friday or Monday shall be deemed to be a holiday.

- | | | |
|-----------------------------------|----------------------|---------------------|
| (1) New Years Day | (6) Labor Day | (11) Juneteenth Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day | |
| (3) President's Day | (8) Veterans Day | |
| (4) Memorial Day | (9) Thanksgiving Day | |
| (5) Independence Day | (10) Christmas Day | |

In locations where there are more than ten (11) holidays, the additional holidays shall be specified on the Addendum A.

Section 3 Employees working on a holiday within their basic workweek, meaning a sixth (6th) day, or seventh (7th) day, shall receive the same pay as they would normally receive for that day, plus a regular days' pay in lieu of the day off.

Section 4 Employees working on a holiday within their basic workweek will receive the same pay as they would normally receive on a regular work day, plus a days' pay as they are normally entitled to for the holiday.

Section 5 If one (1) of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6 In order for an employee to be entitled to receive pay for holidays not worked, he/she must have been an employee of the Company for ninety (90) calendar days.

ARTICLE XVIII

VACATIONS

Section 1 Employees shall receive paid vacation on their anniversary date as identified in Addendum A covering their location. Vacation pay shall be figured on the basis of the employee's normal workweek. A normal workweek is the regular schedule of hours worked during the vacation year. Employees, who have worked at more than one (1) schedule of hours, shall receive pro rata vacation. Employees who have been on leave of absence for more than thirty (30) days, except if as a result of a work-related injury, shall receive pro rata vacation.

Section 2 The Employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15 of each year. In the selection of vacations, the employee's seniority shall be the determining factor. Once the vacation schedule is completed and approved, it cannot be arbitrarily changed by the Employer. Employees shall not be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacations on the vacation schedule shall be recognized first in cases where

an employee is requesting the same days off as another employee who has prior approval. All employees must use all earned vacation benefits within one (1) year. If an employee has not scheduled accrued but unused vacation by the tenth month of their anniversary date; the employer will notify the employee that they must submit a vacation schedule within one week. If the employee fails to submit a schedule, the employer may schedule the affected employee vacation time off by the employee's anniversary date.

Section 3 Notwithstanding that an employee is otherwise entitled to a vacation, and has qualified for same, he/she forfeits all vacation pay or privileges if prior to taking his/her vacation, he/she quits without giving the Company one (1) week's written notice of his/her intention to quit. Upon termination for just cause, employees will forfeit any unused vacation pay. Except as may be prohibited under state law, he/she also forfeits his/her vacation pay or privileges if he/she repeatedly, two (2) times or more, fails to report to work without notice to the Employer. This is grounds for removal for cause pursuant to Article VII.

Section 4 Vacation shall be figured on the basis of the employee's normal work week. Vacation weeks are earned after years of service. All employees must be employed for one (1) year to be eligible for vacation pay. Call-in employees will receive prorated vacation pay after one year of service.

ARTICLE XIX

SICK LEAVE

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Addendum A. The Employer may require medical proof of illness for absences in excess of two (2) days with sick leave. No sick leave pay shall be paid for less than one half (1/2) day, employees will receive regular pay for hours worked and one half (1/2) day sick pay.

If an employee works more than one half (1/2) day, the employee shall only be paid for hours worked and will receive no sick leave pay. Unused sick leave will not be paid out.

All call-in personnel will receive pro rata sick leave. Employees on leave of absence for more than thirty (30) days will not be eligible for sick leave. All new employees will receive sick leave after their ninety (90) day probationary period.

Employees who call in for sick leave shall do so at least 2 hours in advance of starting time for their shift.

There will be no penalty of un-excused absences for employees if the sick leave policy is used in accordance with the CBA unless the Employer suspects abuse of sick leave.

ARTICLE XX

FUNERAL LEAVE

Funeral leave as identified in Addendum A, shall be recognized as follows: An employee who has death in his or her immediate family, defined as his or her Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, or a member of his or her immediate family through adoption or guardianship, shall be paid up to and including three (3) days' pay at their regular rate for time missed within one (1) week of the funeral. Stepparents, Stepchildren and Grandparents shall be considered immediate family. Employees may apply to the Employer for additional unpaid time off which shall not be unreasonably denied by the Employer. Employees may request two (2) additional paid days off if funeral is located outside of California. Employees will provide proof of out of state travel for the purpose of attending a funeral in order to be granted the (2) additional paid days off.

ARTICLE XXI

HEALTH AND WELFARE

The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay, to the **Laborers' National Health and Welfare Fund Southern California or as identified and** in accordance with Addendum A & B to this Agreement.

ARTICLE XXII

PENSION

The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay an amount as set forth in Addendum A of this Agreement to the Laborers Annuity Plan for Southern California and in accordance with Addendum B to this Agreement.

ARTICLE XXIII

WASH AND WEAR UNIFORMS

The Employer shall provide three (3) initial wash and wear uniforms, which it requires the employees to wear. Two (2) additional new wash and wear uniforms shall be provided to each employee, without cost, every twelve (12) months. The employees shall launder and maintain their uniforms at their own expense.

ARTICLE XXIV

TRAINING

Section 1 The Employer shall contribute for each hour for which each employee covered by this Agreement is entitled to pay, to the **Laborers-Employers Service Contract Education and Training Fund** at the rate set forth in Addendum A to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agrees to comply therewith.

Section 2 The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and one half percent (1.5%) per month compounded, shall be assessed against the Employer for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary.

The Fund shall be entitled to have a certified public accounting firm audit the payroll and other records of the Employer solely for purposes of verifying the accuracy of contributions to the Fund.

ARTICLE XXV

MISCELLANEOUS

Section 1 The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2 Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees.

The parties to this Agreement recognize however, that such activity may be necessary from time-to-time to ensure the efficient and profitable operation of the Employer and therefore, agree that such activity is not violative of the provisions of this Agreement.

Section 3 - Pay Period and Pay Day

The pay period and payday shall be on a biweekly or semi-monthly depending upon the Employer's practices.

Section 4 Employees, who are discharged from the services of the Employer, shall receive their wages and personal property in full within seven (7) days thereafter. Employees who quit the services of the Employer without urgent reason, will receive their wages at the next regular pay day, but may receive their personal property upon quitting.

No employee who is discharged or resigned will receive any wages until he/she has furnished proof that his/her file at Base Security has been cleared, all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned in to the Employer in a clean and unabused form.

Section 5 Subject to the provisions of the collective bargaining agreement, the Union agrees to encourage all employees in the bargaining unit to adhere to and follow rules and regulations of the Employer.

Section 6 The Employer shall provide at all times a bulletin board at a place at the job which shall be accessible to all employees for the purpose of posting notice of official business of the Union and/or the Employer. Boards shall be used only locations where practical and space permits.

Section 7 The Union and Employer agree to hold labor-management meetings on a quarterly basis (if needed), wherein the parties will discuss contract and job related concerns. The parties agree that said meetings will be limited to two (2) representatives from the Union and two (2) representatives from the Employer.

ARTICLE XXVI

NO STRIKES - NO LOCKOUTS

Section 1 It is the intent and purpose of the parties hereto, set forth herein, the basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it is agreed that there shall be no interruptions in or impediments to the Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article VIII.

Section 2 It is agreed that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of the employees of the Employer, or of any affiliated Local Union and/or District Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article VIII, and no liability shall attach to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union.

ARTICLE XXVII

INVALIDITY

In the event that any term or provision of this Agreement shall be declared in violation of federal or state law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect. In the event any authorized Government Agency or court of competent jurisdiction determines that the wages and fringe benefits contained in Addendum A are improper, the Employer shall be obligated to pay only the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor during the period the Union is appealing such action. If the Union's appeal is successful, the Employer's obligation will be governed by the terms of the modified wage determination issued as a result of the appeal providing that the Employer's fixed cost contract has been increased accordingly.

ARTICLE XXVIII
HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the Enforcement of Health and Safety standards and rules that may be established by the Employer in compliance with OSHA and Cal OSHA or other statutory regulations. All employees must abide by all safety rules and attend any scheduled safety meetings.

ARTICLE XXIX
PHYSICAL EXAMINATION

If required by the Contracting Agency, the Employer may require an employee to undergo a physical examination, and it shall have the right to select the examining physician, request the physician to conduct specific tests, and to receive a written report from the physician as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

ARTICLE XXX
MANAGEMENT CLAUSE

Section 1 The Employer retains the sole rights in its discretion to manage its business to hire, discharge for cause, lay off, assign, transfer and promote its employees; to determine the starting and quitting time and the number of hours to be worked, productivity rates of employees, and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

Section 2 The execution of this Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

Section 3 The Employer acknowledges the Union rights under the National Labor Relations Act to bargain over any changes of working conditions prior to implementation of any such changes. The Employer will notify the Union, with as much time as possible, of any changes to working conditions prior to implementation and meet with the Union to negotiate over the impact and implementation of such changes.

ARTICLE XXXI
REOPENER CLAUSE FOR LOCAL WAGE AGENDA

The Union and Employer agree to meet for the purpose of negotiating local area wages and fringe benefits to be attached as Addendum A. Any proposed changes which the Local Union wishes to be considered by the International Union shall be submitted at least one hundred thirty (130) days before the expiration of the Employers contract with the federal installation described in Addendum A.

ARTICLE XXXII
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns.

ARTICLE XXXIII
SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XXXIV
WAGE AND HOUR PROTOCOL

1. Introduction

The Parties to this Agreement believe that it is in the best interests of all involved employees/members, employer, the Union, and the public interest – to promptly, fairly and efficiently resolve through mediation and arbitration all claims alleging violations of wage and hour and/or meal and rest period laws, including but not limited to claims based on the federal Fair Labor Standards Act, the California Labor Code, or any similar local law, ordinance or policy (collectively “Covered Claims”). As to any Covered Claim, each party waives to the maximum extent permitted by law the right to jury trial and to bench trial, and the right to bring, maintain, or participate in any class, collective, or representative proceeding, including but not limited to under the PAGA or any other applicable similar laws, whether in arbitration or otherwise, to the full extent permitted by applicable law.

The Union will pursue a policy of evaluating such Covered Claims and bringing such claims to arbitration where appropriate. To this end, the parties establish the following system of mediation and arbitration to be the sole and exclusive method of resolving all such Covered Claims, whenever they arise. The Union and the Employer want those covered by this Agreement – and any attorneys representing employees – to be aware of this protocol, which makes mediation and arbitration the sole and exclusive method of resolving all individual or group Covered Claims applicable to bargaining unit employees, even where the Union has declined to bring such Covered Claims to arbitration.

For purposes of this Protocol, the term “Parties” refers to the person asserting the claim and the person responding to or defending the claim. A “Party” may be the Employer, the Union, or the individual employee or group/class of employees in cases where the Union has declined to pursue mediation or arbitration.

2. Mediation

(a) Whenever a Party to this Agreement, including a member of the Union, intends to pursue a Covered Claim against another Party to this Agreement, including a member of the Union, notice shall be provided of such claim to the Union, the Employer and the affected employee(s), and the matter shall be submitted to mediation, absent prior resolution through informal means. A notice of claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such claim in a forum provided for by statute, the claim will not be considered time-barred (but will nevertheless be subject to this Protocol).

(b) Promptly following receipt of the notice, the Parties shall make request to the American Arbitration Association (“AAA”) for the appointment of a Mediator to mediate the dispute. In all cases Mediators appointed by AAA shall be attorneys with appropriate training and experience in the conduct of mediations, and significant knowledge of employment discrimination statutes. The Union and Employer mutually commit to appointing mediators with appropriate skill and experience, as they view mediation as the important step in which many claims will be resolved.

(c) As an alternative to the AAA appointment process described above, the Parties – or the Employer and the Employee attorney or representative – may select and appoint their own Mediator upon mutual agreement.

(d) Within 30 days of being appointed, the Mediator shall notify the parties of his/her appointment and schedule a pre-mediation conference. At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements, and (2) schedule a date for mediation.

Any disputes shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directives, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate sanctions.

(e) The entire mediation process is a compromise negotiation for the purposes of the Federal Rules of Evidence and the California Evidence Code.

(f) At the mediation, each party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring settlement.

(g) At the conclusion of the mediation, the Mediator shall be entitled to make a proposal to the Parties of a settlement agreement. Neither Party shall be required to adopt the proposal.

(h) Mediation shall be completed before the claim is further processed on the merits in arbitration, as provided by Section 3, below. However, if the Union alleges the claim of a violation of the non-discrimination clause, the Union may proceed directly to arbitration as provided in Section 3(a), and bypass this Mediation procedure if it so chooses.

(i) The fees of the Mediator shall be split equally between the Employer and the Union when the Union is pursuing the Mediation on behalf of an employee or group/class of employees. If the union has declined to pursue the Mediation, the fees of the Mediator shall be borne by the Employer.

3. Arbitration

(a) With respect to those circumstances in which the Union has elected to pursue arbitration on behalf of an individual employee's or group/class of employees' Covered Claim(s) under this Article XXII (including claims based on federal or state statute), such arbitration shall be conducted pursuant to "Article VIII – Grievance and Arbitration Procedure" of this Agreement. The arbitrator appointed to decide such claim(s) shall have the same authority as described in Section (b)(ii) below.

(b) With respect to those circumstances in which the Union has declined to pursue arbitration on behalf of an individual employee's or group/class of employees' Covered Claim(s) under this Article XXII (including claims based on federal or state statute), and the employee or employees are desirous of litigating the claim, the following arbitration process shall be followed exclusively. The arbitration process described herein will be available to employees who are represented by counsel and to those who are unrepresented by counsel, and shall constitute the exclusive method of resolving such disputes.

(i) The Employer and employee's representative shall obtain from the American Arbitration Association ("AAA") a list of arbitrators who (1) are licensed attorneys, and (2) are qualified to decide employment discrimination cases. In the event that mediation fails and an employee or group/class of employees wish to continue to pursue the claim, in the circumstances described in paragraph (a), above, the list of arbitrators provided by the AAA shall be made available to the individual employee(s) and the Employer by the AAA, and the arbitrator shall be selected according to the AAA National Rules for Employment Disputes ("AAA Rules"), unless otherwise agreed by the parties. The fees of the arbitrator will be paid by the Employer, and any such arbitrations shall be conducted pursuant to the AAA Rules, except as expressly set forth herein, and any disputes about the manner of proceeding shall be decided by the arbitrator selected.

- Any such arbitrations shall be conducted pursuant to the AAA National Rules for Employment Disputes, except those rules pertaining to administration by the AAA and the payment of fees, and any disputes about the manner of proceeding shall be decided by the arbitrator selected. The arbitrator shall apply the

substantive law (and the laws of remedies, if applicable) of the state in which the Covered Claims arose, or federal law, or both, as applicable to the Covered Claims, shall apply the Federal Rules of Evidence, and shall apply the Federal Rules of Civil Procedure regarding discovery. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator can order the same individual remedies that a judge could in a court of law, including injunctive relief, and has the authority to consider motions to dismiss and motions for summary judgment or summary adjudication. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the arbitrator shall have the authority to decide the dispute based upon the evidence presented. The arbitrator's written decision shall: (i) issue within thirty (30) days of the conclusion of evidence; (ii) state the reasons to support the decision; and (iii) be based on governing law and evidence cited.

(ii) The Union will not be a party to the arbitration described in this subsection 3(b), and the arbitrator shall not have authority to award relief that would require amendment of this Agreement or other agreement(s) between the Union and the Employer, or conflict with such Agreements. Similarly, any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of this Agreement or any side letters of understanding pertaining thereto.

(iii) This Protocol is governed by and enforceable under the Federal Arbitration Act ("FAA"), the Protocol shall be interpreted under the FAA, and both the Employer and the Union agree that the Employer, its employees and the Union are engaged in interstate commerce as part of the Employer's business.

(iv) Nothing in this Protocol precludes any employee from filing a charge or from participating in an administrative investigation of a charge before an appropriate government commission, body, or agency, be it federal, state or local. Similarly, this agreement does not preclude the parties from conciliating any charge pending before an appropriate government commission, body or agency.

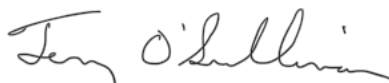
ARTICLE XXXV

EFFECTIVE DATE AND DURATION

This Agreement, entered into this **1st** day of **October 2021**, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until **September 30th, 2024** and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer ninety (90) days prior to the expiration date of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice.

If the parties are unable to agree to changes in the aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

Laborers' International Union of North America

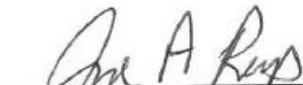


Terry O'Sullivan, General President

9/29/2021

DATE

R & R Building Services (Prime Contractor)



Jose Reyes, President

2849 Georgia Ave, NW
Washington, D.C. 20001
(202) 723-4864
(202) 723-5659 (fax)
jreye@rrbuildingservices.com

9/28/2021

DATE

Integrity National Corporation (Subcontractor)



Antoninus H. Hines, President & CEO

1734 Elton Rd, Suite 230
Silver Spring, MD 20903
301-830-6089
ahines@integrity-corp.com

9/28/2021

DATE

NATIONAL SERVICE CONTRACT AGREEMENT

ADDENDUM B

FRINGE BENEFIT FUNDS

The Employer has agreed to make fringe benefit contributions as set forth in the Agreement and in Addendum A. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to these Funds, subject to any rights reserved by the Fund's Trustees to accept or not accept the unit of employees covered by the Agreement into participation.

Section 1 – Laborers Health and Welfare Trust Fund for Southern California

- (a) The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay an amount as set forth in Addendum A of this Agreement to the Laborers' Health and Welfare Trust Fund for Southern California ("Trust Fund").
- (b) The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing the Trust Fund, a copy of which has been provided to each, and agree to comply therewith, including, but not limited to, all acts heretofore taken in the creation and administration of said Trust Fund by the Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
- (c) The Employer shall pay its monthly contributions to the Trust Fund accompanied by a fully completed and executed report form furnished by the Trust Fund.
- (d) It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Employer. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for the Trust Fund. In addition, if Employer is delinquent in its obligations under this Agreement, it shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Fund), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions or to enforce any obligation under this Agreement, in addition to liquidated damages owed by the Employer, the Employer shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation.
- (e) Monthly contributions are due as set forth in the Agreement and Declaration of Trust establishing the Trust Fund.

- (f) All contribution payments shall be made payable to the **Laborers' Health and Welfare Trust Fund for Southern California** and sent to the Trust Fund at 1055 Park View Avenue, Suite 111, Covina, California 91724.

Section 2 – Laborers Annuity Plan for Southern California

- (a) The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay an amount as set forth in Addendum A of this Agreement to the Laborers Annuity Plan for Southern California ("Plan").
- (b) The Employer and the Union hereby adopt the Laborers Annuity Plan Trust Agreement for Southern California establishing the Plan, a copy of which has been provided to each, and agree to comply therewith, including, but not limited to, all acts heretofore taken in the creation and administration of said Plan by the Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended. The establishment of an Annuity Trust Fund Agreement between the Employer and the Union may be initiated at any time during the life of this Agreement by mutual consent.
- (c) The Employer shall pay its monthly contributions to the Plan accompanied by a fully completed and executed report form furnished by the Plan.
- (d) It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Employer. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for the Plan. In addition, if Employer is delinquent in its obligations under this Agreement, it shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Plan), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions or to enforce any obligation under this Agreement, in addition to liquidated damages owed by the Employer, the Employer shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation.
- (e) Monthly contributions are due as set forth in the Agreement and Declaration of Trust establishing the Plan.
- (f) All contribution payments shall be made payable to the **Laborers Annuity Plan for Southern California** and sent to the Plan at 1055 Park View Avenue, Suite 111, Covina, California 91724.

Section 3

Laborers-Employers Service Contract Education and Training Fund

(a) The Employer shall contribute to the **Laborers-Employers Service Contract Education and Training Fund** for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(b) The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and one half percent (1.5%) per month compounded, shall be assessed against the Employer for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees.

If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary.

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(c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(d) All contribution payments shall be made payable to the **Laborers-Employers Service Contract Education and Training Fund** and sent to the Fund at 905 16th Street N.W., Washington, DC 20006.

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.