

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NATIONAL SECURITY TECHNOLOGIES LLC (NSTEC)

AND

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

CULINARY WORKERS, LOCAL UNION NO. 226

OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2017

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HOUSING, CUSTODIAL AND FOOD SERVICES AGREEMENT

PREAMBLE

This Agreement is entered into this 1st day of October, 2012 by and between National Security Technologies LLC (NSTec) (herein referred to as the "Company") and the Local Joint Executive Board of Las Vegas on behalf of Culinary Workers Union, Local 226 and Bartenders Union, Local 165 (herein referred to as the "Union") recognize that the Nevada National Security Site (NNSS) the Remote Sensing Lab (RSL), North Las Vegas Facility (NLV), Tonopah Test Range (TTR) and other facilities or NSTec extensions of the government program within the DOE, NNSA/NV system which is under the jurisdiction of the local Unions within the state of Nevada), herein referred to as NNSS, requires innovation, flexibility and responsive labor management practices.

To this end, the collective strengths and resources of the Union and NSTec are teamed in a partnership for the purposes of providing the Department of Energy (DOE), National Nuclear Security Administration (NNSA)/NV an available and sufficient workforce which is efficient, competent and qualified.

ARTICLE 1 **UNION RECOGNITION**

- 1.1 The Company recognizes the Union as the sole and exclusive collective bargaining agent for those employees under the Union's jurisdiction working under this Agreement.
- 1.2 This Agreement shall cover all working conditions, wages and hours of employment affecting the employees covered by this Agreement.

ARTICLE 2 **HIRING PROCEDURES**

- 2.1 Employee Openings or Vacancies: Whenever, in the course of the Company's business, a new job opening or vacancy occurs of the kind, character or classification covered by this Agreement, the Company agrees to notify the Union of such opening or vacancy. The provisions of this Article shall be subject to and limited by the provisions of Article 33, Nondiscrimination/Equal Employment Opportunity/Affirmative Action Program.
- 2.2 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status

within the area, and of eliminating discrimination in employment because of membership or nonmembership in the Union, or because of the race, color, creed, sex, handicap, veteran status or national origin of the applicants for employment, the parties hereto agree to the following system of referral of applicants for employment with the understanding that any and all liability based on the malfeasance of the Union or the Company in any proceeding which may arise in any court or before any governmental agency in connection with the implementation of the provisions of this Article shall be several only because the parties recognize that each of them will, of necessity, have to take individual action and will, in so acting, not be subject to the control of the other party.

- A. The Company shall have the right to reject any applicant for employment.
- B. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union, or by reason of their race, color, creed, sex, handicap, veteran status or national origin, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

2.3 All such selection and referral shall be in accordance with the following procedure:

The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies:

- Group 1 All applicants for employment who have at least one (1) year of experience in the industry in the area covered by this Agreement. Such experience should have occurred within the five (5) year period immediately preceding the date of the opening or vacancy.
- Group 2 All applicants for employment who have less than one (1) year of experience in the industry but more than six (6) months of experience and said experience is in the area covered by this Agreement.
- Group 3 All applicants for employment who have less than six (6) months of experience, and who are residents of the geographical area constituting the normal employment market and who have been employed for at least six (6) months in the last three (3) years in the trade and business of the Company.

Group 4 All other applicants for employment.

- 2.4 It is understood and agreed that the Company desires the most qualified applicants for such opening or vacancy and, therefore, prefers persons possessing the qualifications set forth by the Company.
- 2.5 Application forms shall not be denied anyone because of membership or nonmembership in the Union or because of their race, color, creed, sex, handicap, veteran status or national origin.
- 2.6 In the event the Company finds a person qualified to fill said opening or vacancy other than from the applicants sent by the Union, the Company agrees to submit the name of such employee to the Union within seventy-two (72) hours of the date of such employment.
- 2.7 A copy of this hiring hall procedure shall be posted in the office of the Union and in the establishment of the Company where notices to employees and applicants for employment are customarily posted.
- 2.8 The Union shall maintain an "out-of-work list" which shall list the applicants within each group in chronological order of the dates they register their availability for employment.
- 2.9 When the Company applies to the Union for eligible applicants, eligible applicants will be referred to the Company in the order of their registration on the lists maintained by the Union, and in the order of the groups hereinabove set forth unless the Company requests referral of a particular applicant or group of applicants for specified job openings or vacancies. Such lists of eligible applicants shall be available to the Company at the Union's offices upon request.
- 2.10 In further clarification of Section 9 above, when the Company advises the Union of the number of applicants needed, the Union shall refer applicants to the Company by first referring applicants in Group 1 in the order of their places on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in Groups 2, 3 and 4 until such vacancies have been filled. The Company may call by name the applicant(s), provided they are on the Union's "out-of-work list." Any applicant who is rejected by the Company shall be returned to his appropriate place within his group and shall be referred to other employment in accordance with the position of his group and his place within the group.
- 2.11 The only exception which shall be allowed to the order of referral set forth in Sections 9 and 10 above is as follows:

When the Company states requirements of special skills or abilities in its request for applicants, the Union shall refer the first applicant on the register possessing such skills and abilities.

2.12 Employment Processing Time

- A. The Employer agrees to pay applicants for all time spent in employment processing, at the straight-time rate of pay, unless the applicant who is dispatched does not meet site access requirements or does not possess the experience necessary to perform the work for the position they are applying.
- B. The Employer agrees to pay all employees for all time spent in processing which is required by the Employer on the termination of an employee for any reason.
- C. Employees returning to work from an approved leave without pay or inactive payroll shall be entitled to payment for processing time as required by the Employer.
- D. Any processing time, including employment training, shall not be considered as time worked for the purposes of computing overtime.
- E. In administering this provision, the following guidelines shall apply:
 - a. A job applicant engaged in processing when their requisition is canceled shall be paid for actual time spent in processing.
 - b. If an applicant is rejected as a result of a medical condition which they were unaware of, they shall be paid for processing time.
 - c. Applicants will be processed through the Employer's office between the hours of 7:00 am and 5:30 pm, Monday through Friday.
 - d. No processing time will be paid to applicants who test positive for drugs or alcohol.
 - e. No processing time will be paid to any Employee who terminates their employment prior to completing two (2) workdays. No processing pay will be paid to an employee until the employee has worked for two full shifts.

2.13 The Company and the Union agree that all employees working under classifications listed in the Agreement are properly within the bargaining unit.

- 2.14 The Company shall notify the Union as soon as the Company has definite knowledge of the opening of any new facility where employees covered by this Agreement will work.

ARTICLE 3
NONDISCRIMINATION

- 3.1 The Company and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, handicap, veteran status, sexual preference or national origin. The Company and the Union agree to comply with all applicable laws and Executive Orders regarding nondiscrimination.
- 3.2 There shall be no discrimination against any employee on account of membership in or activity on behalf of the Union. No member of the Union shall be discharged or otherwise discriminated against because he has filed a claim with any government agency or a grievance with the Union.

ARTICLE 4
DUES CHECK OFF

- 4.1 Pursuant to the Union Security provision of the Agreement between NATIONAL SECURITY TECHNOLOGIES LLC (NSTec) (hereinafter, referred to as the "Company") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, representing the Culinary Workers Union, Local No. 226, and the Bartenders Union, Local No. 165 (hereinafter, referred to as the "Union"), the Company, during the term of the Agreement, agrees to deduct each month Union membership dues (excluding initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amounts levied by the Unions in accordance with their Constitutions and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the Company employing them a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.
- 4.2 The required authorization shall be in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the

regular monthly Union dues uniformly applicable to the members of the Culinary Union in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

Signed _____

Social Security No. _____

- 4.3 Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.
- 4.4 A properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check Off of Dues forms which have been properly executed and are in effect Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.
- 4.5 Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.
- 4.6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check.
- 4.7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.
- 4.8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

- 4.9 The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their social security numbers, for whom such deductions have been made. The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the employee (prior to the fifteenth {15th} of the month) for the month the dues are being paid.
- 4.10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.
- 4.11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.
- 4.12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned.
- 4.13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

ARTICLE 5

T.I.P. DEDUCTION CHECK-OFF

- 5.1. The Employer agrees to honor political contribution deduction authorization from its employees, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of one dollar (\$1.00) per month and to forward that amount to UNITE HERE International Union T.I.P. - "To Insure Progress". This authorization is signed voluntarily and with the understanding that the UNITE HERE International Union T.I.P. - "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE

International Union T.I.P. –“To Insure Progress,” 275 7th Avenue, New York, NY 10001, and to the Employer. This form may be obtain from the union hall.

- 5.2. The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to UNITE HERE International Union T.I.P. - "To Insure Progress," 275 7th Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.
- 5.3. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

ARTICLE 6 **UNION SECURITY**

- 6.1 If at any time during the life of this Agreement the Nevada State laws allow a union shop, then at that time a union shop provision shall be inserted in this Agreement.
- 6.2 If at any time in the future there is sufficient case law established to indicate that the NNSS is indeed a federal enclave, the Company would be willing at that time to negotiate with the Union the possibility of a union shop provision.

ARTICLE 7 **INDIVIDUAL CONTRACTS**

- 7.1 No employee working under the classifications covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Company, concerning the conditions of employment.

ARTICLE 8 **UNION REPRESENTATION**

- 8.1 Authorized representatives of the Union shall have access to the NNSS where work is being performed, but visitations are subject to security and safety regulations of the DOE/NSA. It is agreed that such representative's will conduct their business as expeditiously as possible in order to minimize any interference with the Company's business. Where possible, these meetings

should be held during lunch and/or break periods or non-working hours. Additionally, whenever a Union representative intends to visit any work location covered under this Agreement they will give reasonable notice to the Labor Relations Department of that visit.

- 8.2 One (1) working Steward will be appointed by the Union on each major shift who will represent the employees on the job, subject to the supervision of the union representative. The Company shall be informed in writing of the names of the appointed Stewards. If the Company deems it necessary to discharge a Steward, it will inform the union beforehand unless the Union cannot be contacted through diligent, good faith efforts.
- 8.3 Union Stewards shall be permitted a reasonable amount of time, with prior authorization from supervision (which will not unreasonably be denied), during the work day to conduct union business.
- 8.4 To promote harmony between the Union and the Employer, the Steward, without interrupting the progress of the job, shall be limited to, and shall not exceed, the following duties and activities:
 - A. Work with the Employer's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
 - B. Report to the Employer's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, or less than the overtime rate.
 - C. Report to their Union Representative alleged infractions of the Agreement which have not been resolved between the Steward and the Employer.
- 8.5 The Union Steward shall not direct any worker in how to perform or not perform his/her work, shall not countermand the order of a supervisor, and shall not interfere with the normal operations of the Company or any other worker.
- 8.6 The Union Steward has the right to protest actions by management if management is in violation of this Agreement, arbitrary or unfair, or if the health and safety of an employee has been threatened.
- 8.7 The Employer and the Union mutually agree to have the Federal mediation and Conciliation Service (FMCS) conduct Stewards and management training to facilitate a better and more harmonious relationship at the NNSS.

ARTICLE 9
REPORTING TIME AND MINIMUM PAY

- 9.1 An employee reporting for work at his scheduled starting time for his regular shift shall receive pay for not less than four (4) hours at the straight-time rate on an eight (8) hour shift or five (5) hours at the straight-time rate on a ten (10) hour shift unless notified at least eight (8) hours in advance not to report for work for any reason. If more than four (4) hours are worked on an eight (8) hour shift, or five (5) hours on a ten (10) hour shift, the employee shall receive pay for actual hours worked at the appropriate rate.
- 9.2 Section I shall not apply if the employee involved reports for work in an unfit condition or is unable to perform said work for some other reason which is his own responsibility.
- 9.3 An employee who has left the job at the end of his regular shift and who is subsequently called back to perform work which is not continuous with his daily working schedule shall be paid in accordance with the other applicable provisions of this Agreement but in no event less than the equivalent of four (4) hours' pay at the straight-time hourly rate. The employee will also receive a subsistence payment for this call back.
- 9.4 If an employee is calling off shift and is not reporting to work, the employee must give a three (3) hour call off notice before the start of the regular shift. It is understood that circumstances will arise that may cause an employee to give less than a three (3) hour notice, however; management will evaluate the cause and have the right to approve or deny the request.

ARTICLE 10
WORKDAY AND WORKWEEK

- 10.1 The workday shall begin at 12:01 am and shall end at 12:00 am.
- 10.2 The workweek shall begin at 12:01 am Monday, and shall end at 12:00 am the following Sunday. Sunday is always the last day of the workweek.
- 10.3 A regular workday shall consist of ten (10) hours of work. All kitchen and dining room employees shall be allowed thirty (30) minutes to eat one (1) meal during the regular shift.

A regular workday for custodial employees shall consist of ten (10) hours of work exclusive of a thirty (30) minute lunch period. If an employee is required by the company to work through his meal period, the employee will be paid time and one-half (1-1/2 times) the employee's straight time hourly rate for the meal period.

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

- 10.4 The regular workweek for employees will consist of any four (4) or five (5) workdays during the period Monday through Sunday, with two (2) or three (3) consecutive days off. For the purpose of this provision, Monday and Sunday in the same workweek shall be considered as consecutive days off.
- 10.5 The alternate workday which may be established at the discretion of the Company will consist of an assigned shift of eight (8) hours of work. All kitchen and dining room employees shall be allowed thirty (30) minutes to eat one (1) meal during the alternate shift.

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

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

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

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

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

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

- 10.8 All employees will be allowed two (2) breaks, generally one (1) prior to their meal period, which will be ten (10) minutes and one (1) following the meal period, which will be fifteen (15) minutes. These breaks cannot be combined with the meal period to extend said meal period; nor are there any organized coffee breaks, rest periods, or other non-working times during the work day. However, the break schedule may be modified by supervision to meet programmatic or operational needs. Employees shall not leave their work area or gather for organized breaks.

ARTICLE 11
SHIFTS

- 11.1 Any shift of eight (8) hours' or ten (10) hours' work may be established at the discretion of the Company.
- 11.2 Employees shall not be assigned to a shift without being given notice of such assignment or shift change prior to the end of his/her last shift. A regular shift shall not be scheduled for less than a workweek. Nothing in this provision shall limit management's right to change the shift starting or ending time for a regular shift or an alternate shift.
- 11.3 Employees absent for personal reasons on any one or more of their first four (4) or five (5) scheduled days of work in their workweek may work at the Company's request on a scheduled day off in the same workweek at straight time.

ARTICLE 12
OVERTIME

- 12.1 In the event overtime is required, the Company will allow all employees interested in working such overtime to express that interest and make themselves available for the overtime assignment. The Company will distribute such overtime on an equitable basis insofar as practicable within guidelines including programmatic, security, qualifications/training, facility familiarity, etc.

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

- A. FIVE DAY, EIGHT HOUR SHIFT (5/8):
- a. All hours worked in excess of the eight (8) hour shift.
 - b. All hours worked on the 6th day.
- B. FOUR DAY, TEN HOUR SHIFT (4/10):

- a. All hours worked in excess of the ten (10) hour shift.
 - b. All hours worked on the 5th and 6th days.
- 12.2 Overtime shall be paid at the rate of double the straight-time hourly rate for the following:
- A. All hours worked on the employee's seventh (7th) scheduled day of work in a workweek whether the employee is assigned to the regular workweek or alternate workweek.
- 12.3 Overtime shall not be paid under this Article for more than one reason for the same hours worked. There will be no pyramiding of overtime.
- 12.4 Holidays not worked and paid for at the straight-time rate of pay shall count as time worked for the purpose of computing weekly overtime.
- 12.5 The Company agrees not to arbitrarily or capriciously declare a non-workday with the intent to avoid obligation to pay premium pay to the employee. Non-workdays will be declared only for valid programmatic or user-directed obligations.
- 12.6 Should it become operationally necessary to change the shift of an employee covered by this Agreement from a four (4) day, ten (10) hour schedule to a five (5) day, eight (8) hour schedule or vice versa, and if such schedule change results in the employee being required to work more than four (4) consecutive days, and if no other provisions of this Agreement provides an overtime rate for any of the days so-scheduled, the Company agrees that all hours worked on the fifth (5th) and sixth (6th) consecutive day will be paid at a rate of time and one-half and all hours worked on the seventh (7th) consecutive day will be paid at the double-time rate. Such penalty rate is understood to be the sole premium required to compensate such an employee for the inconvenience of this schedule change. The penalty provision shall not apply if the change of shift is made at the request of the employee and approved by the company.

ARTICLE 13
SPLIT OR SHORT SHIFTS

- 13.1 No split or short shifts shall be allowed unless for special events, or unless such shifts are requested by the employee, approved by the company, and concurred in by the Union prior to establishment.

ARTICLE 14
SHIFT DIFFERENTIAL

14.1 An employee assigned to the night shift as herein defined shall be paid an additional sixty cents (\$0.60) per hour worked as shift differential. A night shift shall be any shift wherein the majority of the shift worked is between the hours of 4:30 pm and 4:30 am.

ARTICLE 15
ZONE PAY

15.1 An employee's rate of zone pay is determined by the employee's reporting point:

- A. Zone A (Las Vegas): Employees whose reporting point is in Las Vegas and the surrounding vicinity will receive no zone pay.
- B. Zone B (Forward Areas): Housing, Food, and Custodial (HFC) employees whose reporting point is beyond Areas 22 and 23 will be paid zone pay in an amount equal to two dollars (\$2.00) per hour worked.
- C. Zone C (TTR): HFC employees whose reporting point is the TTR will be paid zone pay in an amount equal to two dollars and fifty cents (\$2.50) per hour worked.
- D. Zone D (Mercury Area): HFC employees whose reporting point is Area 22 or 23 will be paid zone pay in an amount equal to one dollar and seventy-five cents (\$1.75) per hour worked.

15.2 This Article may be reviewed by both parties, the employer and the union, at the scheduled economic reopener in three years, which shall not be subject to the terms and conditions of the No Strikes or Lockouts Article and the Grievance and Arbitration Article of this Agreement.

15.3 Zone pay will be paid at a flat rate for each hour worked as described in Section 1 of this Article and shall not be increased for the purposes of calculating overtime. Zone pay is not included in the calculation of fringe benefits.

ARTICLE 16
TRAVEL ALLOWANCES

16.1 Every employee covered by this Agreement shall have the right to eat meals at the Company's facilities with the understanding said employees

shall pay for such meals at the same rates charged other employees utilizing such facilities.

- 16.2 Employees on Company-directed travel or special assignments shall be paid according to NSTec Human Resources Manual, when employee travel is concerned.

Work / Travel	Scheduled Work Day	Non-Scheduled Work Day
Employee works the length of their normal day (or more) and travels on the same day.	Pay for hours worked.	Pay for hours worked.
Employee works less than the length of their normal day and travels on the same day.	Pay length of normal workday.	Pay for hours worked and for any hours of travel that coincide with the employee's normal work hours.
Employee travels (and performs no work that day).	Pay length of normal workday.	Pay for any hours of travel that coincide with the employee's normal work hours.

ARTICLE 17
REPORTING POINTS AND TRANSPORTATION

- 17.1 All employees will, as directed by the Company, report to their assigned jobsite/work location on the NNSS on their own time and in their own transportation. There will be no compensation paid for time spent in travel by an employee to and from his/her assigned jobsite/work location.
- 17.2 The Company will provide commuter busses to the NNSS from the Greater Las Vegas and Pahrump areas and return. The fares and services will be the same as enjoyed by other portions of the company.
- 17.3 In the event that employees are required to work overtime and those employees are unable to ride their regularly scheduled bus, the Contractor either through its bus subcontractor or through its own resources, shall provide transportation to the employees' normal bussing point in Las Vegas.

If an employee has to wait in excess of sixty (60) minutes for transportation pursuant to this Section, that employee will be placed in pay status from the end of the shift until the transportation is provided.

- 17.4 In the event there is any work beyond the present boundaries of the NNSS, the Company agrees to hold a pre-job conference with the Union to discuss transportation to the location.
- 17.5 In the event an employee is late for work due to delay or failure of Employer provided transportation, the employee will be paid beginning at his/her regular starting time. If an employee is unable to report to work due to the above, the employee shall be paid applicable show-up time provided he/she has made reasonable attempts to secure transportation from the Employer. No pay will be provided to any employee who utilizes the company provided transportation if one or more of the employees causes the vehicle to arrive late to work.

ARTICLE 18

UNIFORMS

18.1 Cafeteria Employees

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

18.2 Housing Employees

The Company shall furnish and launder smocks for Guest Room Attendants (GRAs) and Inspectors / Inspectresses and Custodial employees without cost to the employee, who shall be required to wear such smocks when furnished. The employee shall be required to wear such smocks while in work status.

- 18.3 When the Company does not furnish uniforms, employees must wear clothes that are neat, clean and not extreme in style. Open toe sandals or shoes, caprice pants or shorts are prohibited. An ankle length pant may be worn. No employees may be refused the right to work because of the clothes they wear, unless the Company has given prior warning that it regards the particular attire as objectionable. Except for normal wear and tear, employees shall be responsible for their negligent or careless loss of or damage to uniforms and clothing furnished by the Employer. The Employer may not charge the employee more than the actual replacement cost of a lost or damaged uniform.

ARTICLE 19
WAGES AND APPENDIX A - HOURLY RATES

- 19.1 The Company shall pay to persons employed in the classifications herein not less than the wage scales provided in Appendix A and other appropriate provisions of this Agreement.
- 19.2 Wages shall be paid weekly. No deductions shall be permitted except as provided for by state or federal statute or by authorization of the employee.
- 19.3 The Company shall itemize deductions on pay checks so employees can determine the purpose for which amounts have been withheld.
- 19.4 The Company agrees to the following total annual hourly increases as shown below:

October 1, 2012	\$0.15
October 1, 2013	\$0.55
October 1, 2014	\$0.55
October 1, 2015	\$0.55
October 1, 2016	\$0.55

All and any benefit allocations will be made from the increases listed above and/or be reallocated from wages. The Union will determine the distribution of the annual increases between wages, Health and Welfare Trust Fund, the Pension Trust Fund, and the Housing Trust Fund. The Union will notify the Company of the distribution to wages and/or fringes at least thirty (30) days prior to implementation on October 1st of each year.

ARTICLE 20
COMBINATION WORK

- 20.1 All combination work shall be paid at the highest scale of wages for work performed during the shift, provided that this shall not apply in cases of temporary assignment of less than one hour in duration.

ARTICLE 21
VACATIONS AND PERSONAL LEAVE

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

- 21.2 After three (3) years of employment, each employee shall accrue ten (10) hours paid vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive ten (10) hours vacation credit.
- 21.3 After nine (9) years of employment, each employee shall accrue fourteen (14) hours paid vacation credit for each calendar month. For the purpose of accruing vacation credit, all employees who are in pay status for fifteen (15) or more days during any one (1) calendar month shall receive fourteen (14) hours vacation credit.
- 21.4 Not more than three hundred (300) hours of unused vacation credits may be carried over from one (1) calendar year to the next. Unused vacation credits in excess of three hundred (300) hours which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.
- 21.5 Rehired employees who were previously reduced in force shall be reinstated for vacation accrual as though there had been no break in their employment if rehired within one (1) year.
- 21.6 All vacation leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.
- 21.7 Employees will give, except in an emergency situation, a minimum of a forty-eight (48) hour notice to the supervisor prior to the use of vacation time. If such notice is not given the time will be unapproved or denied if operational needs are not being met by that employee being off or if the forty-eight (48) hour notice was not given.
- 21.8 All employees terminating for whatever reasons shall be paid all existing accrued vacation credit at their then current straight-time hourly rate.
- 21.9 Vacation leave shall not be counted as time worked for the purpose of computing overtime.
- 21.10 There shall be two (2) days of personal leave per contract year to be utilized by the employees. Notice will be given to the supervisor a minimum of forty-eight (48) hours prior to the end of the previous shift when using such personal leave, with the exception of emergencies. Proof of the emergency may be required by supervision. Personal days will be denied or made unexcused if the operational needs are not being met by that employee being off or if the minimum forty-eight (48) hours notice before the end of the employee's previous shift is not given. Any employee hired on or after April 1 of the contract year will receive one (1) day of personal leave. Personal leave will

not carry over from one (1) contract year to the next nor will personal leave be paid upon termination.

21.11 Extra-board (temporary or part-time) employees are not eligible for personal days.

ARTICLE 22

HOLIDAYS

22.1 The Company recognizes the following holidays:

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

22.2 A Holiday shall be the twenty-four (24) hour period commencing at 12:01 am on the day observed as the Holiday. Work on such days shall be paid for at the holiday rate of pay. No work shall be required on Labor Day, except as it is necessary for protection of life and property.

22.3 If any of the above holidays should fall on Saturday, the Friday preceding shall be observed as the legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be observed as the legal holiday.

Any work performed on a designated holiday shall be paid at two (2) times the employee's regular established rate of pay. Any employee in the steady employment of the Company shall receive ten (10) hours' pay at the regular established rate of pay when assigned to a regular shift as defined in Articles 10 and 11 and shall receive eight (8) hours' pay at the regular established rate if assigned to an alternate shift as defined in Articles 10 and 11 for all the aforementioned when not required to work. To be eligible for the holiday pay, an employee must be in approved pay status or approved leave on the scheduled workdays immediately preceding and following the recognized holidays.

22.4 If an employee was scheduled by the Company at least one (1) week in advance of a particular holiday, to work on that holiday and fails to report for such scheduled work, the employee shall not receive any holiday pay.

ARTICLE 23
HEALTH AND WELFARE

- 23.1 The Company and the Union agree to be bound by the Agreement and Declaration of Trust of the Hotel Employees and Restaurant Employees International Union Welfare Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees name in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established, and actions taken by, the Trustees pursuant to said Trust Agreement.
- 23.2 Effective October 1, 2012 the Company contribution to the Health and Welfare Trust Fund is three dollars and ninety-one cents (\$3.91) per hour worked and/or compensated by the Company. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including holidays and paid vacations. The actual contributions to the Health and Welfare Trust Fund in succeeding years of this contract shall be determined by the Trustees and communicated to the Company by the Union.
- 23.3 Should the Trustees determine that an increase in fund contributions is necessary, the Union shall have the right to direct the Company to reallocate additional amounts from wages and into the Welfare Fund contribution.

ARTICLE 24
PENSION

- 24.1 There shall be continued for the term of this Agreement the Southern Nevada Culinary Workers' and Bartenders' Pension Plan Trust Agreement pursuant to which there has been adopted a jointly negotiated pension plan for employees covered by this Agreement.
- 24.2 Effective October 1, 2012, the Company shall contribute ninety-four (\$0.94) per hour worked by all employees covered by this Agreement during the preceding calendar month. Said contributions shall be due and payable to the fund not later than the twentieth (20th) day of each month for the previous month. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including holidays and paid vacations.
- 24.3 Should the Trustees determine that an increase in fund contributions is necessary, the Union shall have the right to direct the Company to reallocate additional amounts from wages and into the Pension Fund contribution.

ARTICLE 25
HOUSING FUND

- 25.1 The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 302(c)(7) of the Labor Management Relations Act 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute two cents (\$0.02) per hour for each hour worked effective October 1, 2012, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after October 1, 2013, in accordance with the provisions of Article 19 of this Agreement.
- 25.2 Contributions to the Housing Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.
- 25.3 By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Housing Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other employers who have agreed to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 26
REQUEST FOR INFORMATION

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

ARTICLE 27
PHYSICAL EXAMINATIONS

- 27.1 The Company may have any employee in a position subject to this Agreement, submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors. The cost of post-offer-of-employment physical examinations will be at the expense of the Company; the prospective employee will take the above-mentioned examination on Company time.
- 27.2 Periodic and termination physical re-examinations shall be at the Company's expense and taken on Company time.
- 27.3 If, on a periodic physical re-examination, an employee is determined to be unfit, for reasons other than those covered by existing laws, to perform his duties under this Agreement, he shall immediately be laid off without pay and shall remain in such status until he is determined in a subsequent examination by a Company-designated, board-certified physician to be fit. If there is a dispute with the medical diagnosis by that physician, the Company will consider the findings of one or more independent Board-Certified physicians with a specialty in the appropriate medical field.
- 27.4 In the event a dispute arises between the parties over the Company's use of the results of a physical examination against an employee pursuant to Section 3 above, such dispute shall be subject to Article 28, Grievance and Arbitration Procedure.
- 27.5 It is hereby agreed between NSTec and the Culinary Workers Union, Local 226, that both parties will adhere to and abide by all of the provisions of the new NSTec Policy and Procedure on Drug Abuse and Alcohol Misuse and Abuse, which are incorporated into this Agreement by reference.
- 27.6 Nothing in this Article shall be construed or deemed to be a waiver of any right an employee may have under the Americans With Disabilities Act, and to the waiver any provision hereof is inconsistent with said Act, the Act shall prevail.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

28.2 All grievances shall be handled in the following manner:

STEP 1. The alleged violation must be presented within seven (7) calendar days of the incident by the Union Steward and the employee to the supervisor involved.

STEP 2. On the completion of Step 1 if the grievance is not resolved within seven (7) calendar days, then the Union Steward and the employee will meet with the on site labor relations representative and the supervisor for discussion and resolution.

STEP 3. If the grievance is not resolved at the completion of Step 2, then within fifteen (15) calendar days, a written grievance may be referred by the Union to the Company's Labor Relations office. Within ten (10) calendar days after the grievance is filed, the parties will schedule a Board of Adjustment to fully exchange documents, hear the testimony of witnesses, and discuss the merits of the grievance. If it is agreed that the meeting may become hostile, testimony of the witnesses may be in camera. The Board of Adjustment meeting will be held at a designated site determined by the Employer.

STEP 4. Within ten (10) calendar days if not resolved at Step 3, the Grievance may, by mutual agreement between the Union and the Company, be submitted to the Federal Mediation and Conciliation Service within seven (7) calendar days after receipt of the written response from Step 3. Otherwise the grievance shall be advanced to Step 5.

STEP 5. Within ten (10) calendar days of the completion of Step 4, if the grievance is not resolved, the Union or the Company may

request arbitration by notification to the other party of its intent to arbitrate the dispute.

- A. If within the time limits of the preceding step the grievance is not settled, the Union or the Company may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties and either party may request the extension. The parties will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Company striking one (1) name from the list in turn until only one (1) name remains. The arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by the Company and the Union involved. The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. A grievance shall be considered null and void if not brought to the attention of the Company within the prescribed time limits set forth above after the incident which initiated the alleged grievance.

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

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

- 28.4 By mutual agreement, the parties may submit any grievance to expedited arbitration. The arbitrator will be selected in accordance with the procedure of Step 5(A) above. The expedited arbitration procedure shall be that the case will be argued orally unless the parties mutually agree to file post-hearing briefs. Either party or both parties may elect to use a court reporter. If both parties agree to use a court reporter, the expenses will be borne equally by the Company and the Union. However, if only one (1) party elects to use a court reporter or to request transcripts, then that party shall be solely obligated to pay for such expenses. At the conclusion of the hearing, the arbitrator shall issue a decision within three (3) business days from either the close of the hearing or the receipt of post-hearing briefs. A written opinion and award will be furnished within thirty (30) days thereafter.

ARTICLE 29
NO STRIKES OR LOCKOUTS

29.1 Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Company and other organizations at the NNSS, the Company and the Union agree that the Company's operations must not be interrupted.

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

29.2 The Company agrees there will be no lockout of the Union or of employees represented by the Union during the term of this Agreement.

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

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

29.5 Protection of Life and Property

The Union agrees that in the event any member of the bargaining unit exercises their individual right under Section 4 above, the Union will make every legitimate effort to ensure the minimum services for the protection of life and property, of the type performed by employees under this Agreement are provided.

ARTICLE 30
MANAGEMENT RIGHTS

30.1 All of the rights, duties and prerogatives of the Company to manage, control and direct its business, operations, and activities are vested in and retained by the Company, including, but not limited to, the assignment and direction of its employees. Such assignment or direction may include moving employees from one area to another or one job to another based on their abilities to perform the assigned tasks.

- 30.2 The Company shall be the sole judge of the competence of each employee and of the number of employees required to perform any work subject to this Agreement. The Company shall have the right to hire, promote, suspend in lieu of discharge, discharge or layoff employees at its discretion and to reject any applicant for employment.
- 30.3 The Union agrees to instruct all its members covered by this Agreement to perform any and all work assigned to them in accordance with instructions from Company supervision regardless of the nature of the work or of the instructions, provided the work is within the recognized jurisdiction of the Union and can be safely accomplished. The Union will instruct its members they have no right to refuse to perform in accordance with any instructions from Company supervision and that in the event they question such instructions, their sole recourse is through the Grievance and Arbitration Procedure as set forth in Article 28.
- 30.4 None of the rights, duties and prerogatives of the Company referred to in this Article shall be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 31

BENEFICIAL RELATIONSHIP

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

ARTICLE 32
JOB CONTENT PROVISION

- 32.1 Job content shall determine job titles or classifications, and mere change in title or classification shall not exempt such employees or classifications from this Agreement.
- 32.2 The cleaning of a dayroom/lounge shall be counted as a room credit for Guest Room Attendants.
- 32.3 It is understood by the Union and the Employer that a qualified employee may be utilized to provide / perform work outside of their assigned classification. In the event work is performed, the employee working out of classification will be paid at the pay rate assigned to the working classification. If the employee is asked to work in a classification and the rate of pay is lower, the employee will be paid his / her normal rate of pay in their assigned classification. They will be asked in descending order of seniority and qualifications. The intent is not to permanently move an employee from one permanent classification to another, but to provide flexibility on a case-by-case basis such as unforeseen circumstances and emergencies.

ARTICLE 33
NONDISCRIMINATION/EQUALEMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM

- 33.1 The parties hereby agree to comply with all applicable federal laws and Executive Orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any other orders which are applicable to government contract operations such as that conducted by the Company.
- 33.2 The parties recognize the requirement that the Company, as a federal government contractor, adopt as affirmative action program which includes goals and objectives for the recruitment, employment, training and upgrading program minority employees and female employees. The Union hereby agrees to and supports the implementation of the Company's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within this bargaining unit.
- 33.3 In addition to the above, the Union and the members of the bargaining unit agree to support and cooperate to the maximum extent possible in the training of any minority employees covered by this Agreement.

ARTICLE 34
JURY DUTY

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

ARTICLE 35
SENIORITY

35.1 Probationary Period

An employee will be considered as a probationary employee until employee has completed forty-five (45) shifts of work after employees most recent date of hire by the Company. During such probationary period, the employee shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority dating back to the employee's most recent date of hire. A probationary employee may be terminated at the discretion of the Company, and such termination shall not be subject to the grievance and arbitration provision of Article 28. The above probationary period may be extended by mutual agreement of the Company and the Union.

35.2 Seniority

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

- C. Seniority does not apply to positions that are filled on a temporary basis when using the flexibility of the workforce. Employees will be paid at the highest classification for that shift.

35.3 Layoffs and Recalls

- A. In the event of layoffs due to a reduction in force, probationary employees within the affected classifications will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their seniority, provided they have the qualifications and Security Clearance to perform satisfactorily the work available in their regular job classification. In accordance with their seniority, employees in laid off status will be offered, but not required to perform all extra work in their classifications, before extra employees are hired, before extra employees are offered extra work, and, to the extent practical, before regular employees are assigned to work their fifth (5th) or sixth (6th) day.
- B. At the time of layoff the employee shall state availability or non-availability for extra work; where the employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

35.4 Promotions and Preference of Shifts

- A. For the purpose of this paragraph (A) a "promotion" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. When the Company promotes the employee to another classification, the Company will consider the employee's seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance. Where qualifications, to perform the work in the open position, and the prior performance are relatively equal among the interested employees, the senior employee shall be the one promoted. The Company shall encourage internal interest in order to maximize promotional opportunities to permanent vacancies. The Company's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. Permanent vacancies to be filled by promotions under this paragraph shall be posted for seventy-two (72) hours near the employees time clock or other location to which employees have regular access. An employee promoted under this section who cannot perform satisfactorily the work of the job to which promoted, shall be transferred back to his/her former job, shift and station (if applicable) within thirty (30) shifts worked after

the date of promotion. The Company may fill the vacancy temporarily during the posting period.

- B. When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station (if applicable), employees in the same job classification on other shifts or stations (if applicable) with desire to transfer to the vacancy will be transferred on the basis of their seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station (if applicable) applied for, and that a qualified employee is available to replace the employee desiring the transfer. An employee transferred under this Section shall assume the weekly schedule of days of work, and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and the employee shall not be eligible for another transfer under this section for six (6) months. An employee transferred under this section who cannot perform satisfactorily the work on the shift or station (if applicable) to which transferred shall be transferred back to his/her former shift and/or station (if applicable) within thirty (30) shifts worked from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift and/or station (if applicable) who desires to work on the shift or station (if applicable) where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Company may fill the vacancy temporarily during the posted period.
- C. Employees with active disciplinary actions will not be considered for any vacancy.

35.5 Break in Continuous Service and Seniority

An employee's continuous service, seniority and status as an employee will be broken:

- A. When the employee quits. Voluntary reductions in force shall be considered as voluntary terminations for purposes of this section.
- B. The employee is discharged for just cause.
- C. The Employee is absent exceeding the period of an authorized leave of absence.
- D. The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the State

Industrial Insurance System, provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.

- E. The employee is absent because of layoff for a period exceeding six (6) months. This only applies to employees hired after October 1, 1997.
- F. Release from employment for medical reasons and failure to return to the payroll as provided in (Article 27, Section 3), within six (6) months.
- G. Release from employment due to inability for twelve (12) months to secure or retain user access to the area for which he/she was hired.

35.6 Notification

- A. It is the responsibility of the employee to advise the Company of a change in either address or telephone number. An employee who is to be recalled to work by the Company under Section 3 shall be notified to return to work by the Company by certified mail return receipt requested, to the employees current address of record on file with the Company. The employee will be given a minimum of forty-eight (48) hours of advanced notice of the date and time the employee is to report. A copy of the notification letter shall be sent to the Union. If such employee fails to report to work at the time specified, or if the employee declines the recall offer in writing, the employee's seniority and continuous service shall be terminated, and the Company shall be free to hire a replacement in accordance with Article 2 of this Agreement.

35.7 Nuclear Facilities

- A. For Employees who are assigned to work at Nuclear Facilities, they must meet ANSI training or standards or security requirements in accordance with NRC Federal Register 10 CFR and DOE/NNSA regulations. This also includes current employees who currently have a Q clearance. Failure to obtain and maintain the qualifications may result in termination from the project. The Employer will provide such training in an expeditious manner.

ARTICLE 36
LETTERS OF REPRIMAND/WARNING

- 36.1 The Company will provide the Union with copies of all letters of reprimand/warning. If a dispute arises over disciplinary action assessed against an employee for violation of Company Policies, Procedures, Rules or Regulations; the Company will review Company documents used in making the determination of such violations. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter. Letters of reprimand/warning shall become null and void six (6) months after the date of issuance, except for Security, Accidents, and Unauthorized use of Government items which become null and void one (1) year after the date of issuance, and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action unless there is a demonstrated history of the same or similar violations over a period of years. The foregoing language regarding letters of reprimand/warning being void six (6) months or one (1) year after the date of issuance shall not apply to letters of reprimand/warning that are issued for poor and/or irregular attendance.
- 36.2 This section may be reviewed every six (6) months up to a year after this Agreement goes into affect, when such review is requested in writing by either the Union or the Company.

ARTICLE 37
GENERAL SAVINGS CLAUSE

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

ARTICLE 38
DEPARTMENT OF ENERGY (DOE), NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA/NV) ORDERS AND DIRECTIVES

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

ARTICLE 39
EXTRA EMPLOYEES

- 39.1 An extra employee is a temporary or part-time employee who is carried on the Company's regular payroll and who may be called by the Company to perform work in addition to, or as vacation or temporary absence replacement for regular employees. However, extra employees are not intended to be used in lieu of scheduling regular employees where work justifies regular employees.
- 39.2 Extra employees shall be offered all extra work in the order of their seniority amongst themselves.
- A. The Employer shall offer to extra employees in a classification, in accordance with their extra classification seniority, every other permanent vacancy in that classification, after regular employees in that classification have exhausted their rights under Article 35, Seniority, Section 4.
 - B. The Employer may offer a less senior extra employee a permanent position if the senior extra employee has refused more offers of work in the previous six (6) months.
 - C. The Employer may offer work to extra employees in other classifications if there is no extra employee available in that classification. The employee shall be paid in accordance with the classification in which they are working. If an employee chooses not to work in another classification, it will not be considered a refusal in accordance with section (b) of this Section. The seniority of an extra employee will remain with their original classification.
- 39.3 Extra employees will have the same rights as other employees to apply for promotions using seniority from original date of hire.
- 39.4 An Extra employee who becomes a full-time employee or if there is a change in classification, will be required to serve a new probationary period of thirty (30) shifts.

ARTICLE 40
TERM OF AGREEMENT

40.1 Except as expressly provided in other provisions of this Agreement, this Agreement shall be effective as of the 1st day of October, 2012, and shall remain in full force and effect until the 30th day of September, 2017, and shall continue from year to year thereafter unless the Company or the Union shall give written notice to the other of a desire to change, amend, modify or terminate this Agreement at least sixty (60) days prior to September 30th, 2017, or September 30 of any succeeding year.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22ND day
of JANUARY 2013.

FOR THE COMPANY

NATIONAL SECURITY
TECHNOLOGIES LLC (NSTEC)

By: [Signature]
Its: Jacob Redman
Date: 1/23/13

FOR THE UNION

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]
Its: President
Date: 1-22-13
By: [Signature]
Its: Secretary Treasurer
Date: 1-22-13

APPENDIX A

Assistant Storekeeper
Baker
Butcher
Chef
Cook's Helper
Custodian
Dinner Cook
Dishwasher/Pot Washer
Floor Care Custodian
Food Server
Fry Cook
Guest Room Attendant
Head Baker
Head Butcher
Head Custodian
Head Kitchen Steward
Head Pantry
Head Service Attendant
Houseman
Inspectress/Inspector
Kitchen Steward
Laundry Room Attendant
Linen Control Attendant
Pantry
Second Cook
Service Attendant
Stock/Supply Coordinator
Storekeeper
Vending Machine Attendant

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