

International Brotherhood of Electrical Workers



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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT IS MADE BY AND BETWEEN WORLEYPARSONS CONSTRUCTORS, INC. (HEREINAFTER REFERRED TO AS THE "COMPANY") AND LOCAL UNION #1466 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (HEREINAFTER REFERRED TO AS THE "UNION"). THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.01. Management Rights. Except as limited by an express provision of the collective bargaining agreement, the Company shall have exclusive control and discretion to manage the plant and its business, and to direct the workforce, including without limitation the right to: hire, select and determine the number of its employees; establish job classifications; promote employees; demote, discipline, suspend and discharge employees for just cause; release and lay off employees for lack of work or other legitimate reasons; transfer employees from one job to another; assign work to employees it determines to be qualified for such work; set and change shift schedules; require duties other than those normally assigned to be performed; promulgate and enforce rules, regulations, policies and practices governing the conduct of its employees; schedule the hours of work; schedule production; determine and schedule when overtime shall be worked; install, remove or change equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, transfer or otherwise dispose of all or part of its business, assets or equipment; establish, discontinue or change lines of business; determine staffing levels, shift complements and classification complements; introduce new, different or improved methods of operation or technology; train employees; and determine work performance levels and standards of performance of employees. The foregoing enumeration of rights shall not be deemed to exclude other rights of management not specifically set forth, but rather, the Company reserves all of the rights, powers and authority customarily exercised by management, unless specifically restricted by the Agreement.

The Company and the Union recognize the responsibility of employees to comply with the rules, regulations and policies prescribed by the Company from time to time. The Union recognizes that the Company has the right to change existing, and/or to issue new rules, regulations, policies and practices in the future, including those which affect or are concerned with the terms and conditions of employment of employees, so long as they do not conflict with the collective bargaining agreement or violate applicable legal requirements; provided, that the Company shall not implement any material and substantial changes in the terms and conditions of employment of bargaining unit employees until the Union has been notified of the proposed change and given an opportunity to discuss and make suggestions concerning same with the Company. If proposed changes are not agreeable, it will be subject to the Grievance Procedure in Article 20.

Should the Union have any concerns with policies, they have the right to approach and discuss the concerns with the Company management although it is recognized that the Company has the right to make the final determination on policies.

In all cases, including without limitation hiring, promotion, transfer, filling vacancies, job progression, layoff and recall, work assignments, performance reviews, discipline and overtime, the Company shall have exclusive control and discretion to set qualification standards and to determine whether such standards have been met, which right shall include the right to use existing or new screening tests in compliance with Local, State, Federal or Company requirements.

Section 1.02. Subcontracting of Work. The Union recognizes the right of the Company to have exclusive control and discretion to use temporary employees or outside contractors to perform work at the plant. The work such temporary employees or contractors do shall in no way cause any employee(s) covered by this Agreement to be laid off, part-timed, or demoted to a lower classification.

Section 1.03. Use of Specialists. Nothing in this Agreement shall prevent the Company from employing specialists for specific tasks requiring temporary service; such specialists shall be limited to persons who are prepared to perform a particular, skilled, temporary service, by reason of professional, technical or mechanical training and experience. The work such temporary employees or contractors do shall in no way cause any employee(s) covered by this Agreement to be laid off, part-timed, or demoted to a lower classification.

ARTICLE 2 BARGAINING UNIT

Section 2.01. Recognition. The Union is recognized as the sole collective bargaining agent for the bargaining unit, which is composed of regular Maintenance and Operations located and primarily performing work at 1853 Henn Parkway, West Warren, Ohio 44481 (certified by the National Labor Relations Board on December 29, 2017 in Case Number: 08-RC-210993).

Section 2.02. Bargaining Unit Employee. Whenever the terms "employee" or "employees" are used in this Agreement, they shall refer only to the Regular employees as defined in section 2.01 in the bargaining unit.

Section 2.03. Probationary Employee. Probationary employees are those employees who have not satisfactorily completed three (3) months of employment. Probationary employees may be discharged, at the discretion of the Company, at any time during the probationary period; and such discharge shall not be subject to arbitration.

Section 2.04. Regular Employee. Regular full-time employees are defined as employees who have satisfactorily completed three (3) months of employment.

Section 2.05. Temporary Employee. Temporary employees are employees whose employment is with the definite understanding that the employment is not of a permanent nature, no more than six (6) months. Should the Company hire a temporary employee into a full-time status/position, all benefits within this agreement shall be retroactive to the first day of his/her employment.

ARTICLE 3 UNION/COMPANY RELATIONSHIP

Section 3.01. Authorized Individuals. The Union and the Company shall keep each other informed as to the individuals authorized to act in Union-Management relationships.

Section 3.02. Bargaining Unit Work.

(a) **Supervisor.** Supervisor(s) shall act in a supervisory capacity and shall be limited in the performance of bargaining unit work. This is not intended to prevent a supervisor from performing work for the purpose of instruction, engaging in incidental or minor activities, protecting life or property, giving emergency assistance.

Section 3.03. Amendments and Memorandum of Understandings. Amendments to this Agreement may be made. Amendments proposed in writing by one party shall be considered by the other and discussed by the parties jointly; but if, as a result of such negotiations, no amendments are agreed to, the disagreement shall not constitute a dispute subject the Grievance Procedure.

Any future agreements, amendments or memorandum of understandings during the term of this Agreement that are prepared by the Company and the Union, or any subdivisions thereof, shall require the signature or confirming signature of the Union President and the Manager of the department responsible for Labor Relations or their designated representatives and shall be binding on both parties.

Section 3.04. Successorship. Should WorleyParsons Constructors Inc. lose the “Operating Contract” at 1871 Henn Parkway SW, Warren, Ohio 44481 and later be awarded a new “Operating Contract” at the same location, the Company shall extend recognition to the Union as the bargaining agent and agree to engage in negotiating a new contract. The Company shall notify the Union within ninety (90) days of the award of a new “Operating Contract”.

Section 3.05. Labor Management Committee. A labor management committee will be established with equal numbers of management and labor. Such committee will meet on a quarterly basis to discuss issues of mutual concern.

**ARTICLE 4
ANTI - DISCRIMINATION**

Section 4.01. Anti-Discrimination. The parties to this Agreement will not discriminate against any individual because of race, color, religion, sex, national origin, age, disability, Union membership or activity, veteran status, marital status or sexual orientation with respect to any term or condition of employment, or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

**ARTICLE 5
UNION SECURITY AND DUES DEDUCTION**

Section 5.01. Union Security

(a) Maintenance of Membership Provision. All bargaining unit employees shall either pay Union dues or an Agency Fee. The Union and Company agree that the bargaining unit employees must authorize Union dues deduction upon completion of one (1) month of continuous service. Employees may elect to discontinue their status as a Union member and transfer to an Agency Fee payer status at any time. Such status change must be in writing and must be delivered the Local Union.

Employees may elect to revoke their dues deduction authorization at any time. Such revocation must be in writing and must be delivered to the Company and Union via email.

(b) Failure to Pay Required Union Fees or Dues. Should any bargaining unit employee fail to pay the dues or fees required for three (3) consecutive months, and, after written demand for payment is made by the Union, the employee shall be terminated.

(c) The current dues/fee structure is as follows:

| Year | IBEW Local 1466 | International Amount |
|-------------|------------------------|-----------------------------|
| 2019 | 2 Hours Pay (Monthly) | BA \$19.00/A \$38.00 |
| 2020 | 2 Hours Pay (Monthly) | BA \$20.00/A \$39.00 |
| 2021 | 2 Hours Pay (Monthly) | BA \$20.00/A \$39.00 |

The Union may unilaterally change these dues/fees. If and when the dues/fees change, the Union shall immediately notify the Company and the Company will prepare an addendum with the new dues/fees to be appended to this Agreement.

(d) Dues Membership. The Company agrees to deduct from the pay of each employee an amount equal to the current Local Union dues/fees as provided in this Article 5 (or as amended by addendum) on a Monthly Basis. The amount of this deduction will be paid by Electronic Funds Transfer (EFT) to the Financial Secretary of the Local Union. All

transmittals shall be presumed to be for the correct amount until and when the Local Union notifies the Company of any changes in the dues amounts to be deducted. The Union shall waive any and all rights to dispute the appropriateness of the dues/fees transmitted to the Union if the Union fails to notify the Company of any perceived shortages or overages within thirty (30) days of the transmittal of funds.

(e) Obligation Exception. The Company shall have no obligation to collect Union dues for any pay period in which the employee received (after all other employee-authorized or legally required deductions) pay less than the amount of such dues.

(f) Hold Harmless. The Local Union shall hold the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, action taken by the Company in making payroll deductions of Union membership dues as hereinabove defined.

(g) Local Union Commitment. The Local Union will not (a) interfere with employees not belonging to the Union (b) use threats, intimidation, or coercion to influence employees to join the Union or (c) discriminate against any employee because of his/her non-membership in the Union or (d) solicit memberships during working hours.

Section 5.02. General Membership Acceptance. The Union will, on such terms and conditions as are generally applicable to other members accept into membership all employees in the bargaining unit.

Section 5.03. Withdrawals, Cancellations and Modification. All such written authorizations, and all withdrawals, cancellations and modifications thereof concerning the payment of dues/fees or revocation of same, shall be valid and effective if transmitted to the Company. The Company will provide copies of any and all written authorizations or revocations received to the Union.

Section 5.04. Dues Checkoff Expressly Tied to this Agreement. Both the Union and the Company agree that dues/fees checkoff is an inherently contractual obligation. If any when this agreement expires the Company shall not continue to deduct and remit dues/fees. Dues/fee deduction and remittals shall only resume upon the execution of a new collective bargaining agreement or extension of this Agreement.

ARTICLE 6 UNION RIGHTS

Section 6.01. Union Time. Upon proper request as hereinafter set forth, Union Stewards and Members (who are conducting location Union business), Insofar as the workload permits and subject to the approval of the Company, Stewards shall be allowed to perform their duties on Company time and Company property in a timely manner. Stewards will attempt to minimize any disruption to the Company's operation in performing their duties.

- a. Request for time off for Union business shall be made to the Supervisor or appropriate Manager as early as possible in advance.
- b. Excused persons (named above) shall report back to their supervisors immediately upon return to duty.

Section 6.02. Negotiations Time. One (1) member of the Union, who is a Company Employee, shall be granted time off without loss of base pay to participate in Contract Negotiations between the Company and Local 1466. Such employee will be paid as if they worked a regular work day.

Section 6.03. Weingarten Rights. If the employee reasonably believes that the examination may result in disciplinary action against him/her and requests Union representation, the Union shall be given the right to be present at any examination of an employee by a representative of the Employer in connection with an investigation.

Section 6.04. New Employee Orientation. The Business Manager will be notified of new employees. Within thirty (30) days of notification, the Business Manager or his/her designee will be permitted up to thirty (30) minutes on Company time to meet with each newly hired employee for the purpose of explaining the role and responsibilities of the Union as well as providing the employee with a copy of the contract. It is the Business Manager or his/her designee's responsibility to schedule the meeting through the new employee's supervisor.

Section 6.05. Bulletin Boards. The Company shall provide a Union bulletin board at the work locations for the posting of official Union notices. The Union agrees that it shall not post any notice that is derogatory or inflammatory or anything which is considered inappropriate as to Company-Union relations.

Section 6.06. Stickers. The Company will allow IBEW Code of Excellence logos to be placed on hard hats. It is agreed that such stickers will be only Code of Excellence stickers and no bigger than 3 inches. Any design change will be reviewed with the plant manager before being placed on the hard hat.

Section 6.07. Direct Dealing. The Company will not directly negotiate with employees on any of the terms and conditions out lined in this collective bargaining agreement.

ARTICLE 7 HOURS OF WORK

Section 7.01. Hours of Work. The Company shall have the right to establish or change work schedules on an individual, job classification, department or plant-wide basis. At the Company's discretion, a work shift shall be designated by the Company and as much advance

notice given as possible to the Union Representatives. Schedules will be determined as needed to meet operation requirements and may take into account emergencies and other unusual circumstances.

- (a) **Regular Shift Schedule.** Maintenance staff will normally be scheduled Monday through Friday, eight (8) hours/day. These schedules are based on consecutive work days. All changes to the schedules will be handled with the notification. Maintenance staff will have a forty (40) hour (Monday – Friday) normally scheduled work week within this timeframe.
- (b) **Rotating or Alternative shift Schedule.** Operational staff will operate the equipment on a twenty-four/seven (24/7) basis working a twelve (12) hour rotational schedule. When the employees have met the qualification standards, the company’s intent is to go to the Dupont Schedule.

The workweek will run from Saturday through Friday midnight and the normal workweek for any employee is their regularly scheduled workweek within this timeframe. Operational staff will vary from a thirty-six (36) to forty-eight (48) hour normally scheduled work week depending on their schedule within this timeframe and will submit their time on the work day their shift starts.

This Section shall not be interpreted as a guarantee of work or pay.

Section 7.02. Lunch Periods.

- (a) **Regular Employees.** Employees working a regular shift will be provided with a thirty (30) minute unpaid lunch break as close to the middle of their shift as possible. Should the employee not be provided a lunch break, the employee will have the option of leaving the workplace thirty (30) minutes early or receiving overtime for thirty (30) minutes.
- (b) **Employees working a rotating or alternative shift schedule.** Employees working a rotating or alternative shift schedule will receive a thirty (30) minute paid lunch break as close to the middle of their shift as possible.

Section 7.03. Breaks.

The Company shall allow for break periods:

- (a) **Morning Break.** All employees will be entitled to a morning break of fifteen (15) minutes on Company time taken as close to the middle of the first half of their workday as possible.
- (b) **Afternoon Break.** All employees will be entitled to an afternoon break of fifteen (15) minutes on Company time taken as close to the last half of their workday as possible.

(c) **Failure to Provide Break.** If the Company fails to provide the required breaks in accordance with this article the employee has the option of adding the time to their lunch period, leaving early or being paid at the applicable overtime rate.

ARTICLE 8 PAY PROGRESSION, WORK ASSIGNMENTS, TRAINING AND JOB CLASSIFICATIONS

Section 8.01. Wages and Salaries. Wages and salaries shall be paid in accordance with the Standard Wage Classification schedule on a bi-weekly basis as identified as Annex A of this Agreement.

Section 8.02. Pay-Period. For payroll purposes the workday begins at 12:00 a.m. in the morning and ends at 11:59 p.m. that night, and the workweek will begin at 12:00 a.m. Saturday morning and will end at 11:59 p.m. the following Friday night.

Section 8.03. Wage Progression Advancement. Progression for advancement from the minimum rate to the maximum rate for all bargaining unit classifications shall be based on qualifications as per the Company O&M Training Standard.

Section 8.04. Non-Pyramiding of Premiums or Benefits. When two (2) or more types of overtime or premium pay provisions of this Agreement are applicable to the same hours worked, the single provision which results in the greater benefit to the employee shall apply. When two (2) or more pay provisions for time not worked are applicable to the same hours not worked, the single provision which results in the greater benefit to the employee shall apply.

Section 8.05. Annual Wage Increase. Changes in annual pay rates shall become effective on the anniversary date of the contract.

Section 8.06. Job Assignment. The Company will work employees within the job classification for which they are assigned.

Section 8.07. Employee Placement. Seniority shall be a factor in employee placement on shift assignments. The Company will place employees by seniority when a vacancy or opening exists within a shift.

Section 8.08. Upgrades.

(a) **Higher Classification.** When an employee is assigned or required by management to perform work in a higher classification, such employee shall be paid the rate of the upgraded job for a minimum of three (3) hours. The rate paid for upgraded work shall be the highest classification rate based on hours worked in such classification. Upgrade is

applicable to time worked and is not to be considered as the employee's regular rate.

(b) Supervisor. When an employee is assigned or required to perform the work of the Supervisor, such employee shall be paid a ten percent (10%) Supervisor Relief Premium (SRP). While upgraded to Supervisor, an employee shall not be assigned to perform bargaining unit work.

Section 8.09. New Classification. When the Company desires to create a new job classification within the bargaining unit the Company and the Union will meet to negotiate the duties and wage rates for such classifications.

Section 8.10. Training. The Company will be responsible for training all newly hired and newly placed employees in the operations and safety issues of their jobs. Employees accept the responsibility to actively participate in the training and learn the skills required to operate safely and efficiently.

ARTICLE 9 SPECIAL PREMIUMS

Section 9.01. Shift Premium. Employees scheduled for a shift that begins before 6:00 a.m. local time or ends after 8:30 p.m. local time will be eligible for a shift premium of \$1.00 per hour for all hours worked on such shift.

Section 9.02. Shift Change Notice. Whenever the regular working schedule of an employee is changed by the Company and he/she does not receive seventy-two (72) hours' notice before the change takes place, he/she shall be paid at the rate of double time for all hours worked on the first day of the new schedule. When notice of seventy-two (72) hours or more is given before the change takes place, he/she shall be paid at the applicable overtime rate.

Section 9.03. Shift Exchange. A shift or off-day exchange within the same workweek by mutual agreement between employees in the same job classification will be permitted if approved by the Supervisor.

Section 9.04. Shift Change with Notice. When an employee has been given notice to change his/her schedule in accordance with this Article, the changed schedule shall be considered his/her regular schedule for that period. Any further change from this schedule shall be considered another change of schedule and the pertinent Sections of this Article shall apply.

Section 9.05. Light or Limited Duty Exception. The requirements of this Article shall not apply to employees who are permitted to return to work on a limited or light duty basis This exclusion

shall apply also at the time such employees are returned to a regular schedule after release for regular duty.

Section 9.06. Overnight Stays. Employees will be compensated when traveling to or attending training, seminars and workshops. For training that requires an overnight stay, the employee will be compensated for only actual hours worked. The Company shall reimburse the employee actual, reasonable, bona fide expenses substantiated by proper receipts per Company Business Travel Policy.

Section 9.07. Personal Vehicle Use. Should an employee be required to report to another location, other than his/her normally assigned reporting location, the Company will provide transportation for that employee. Should the Company fail to provide such transportation the employee will be entitled to mileage allowance per Company Business Travel Policy for all miles incurred.

ARTICLE 10 OVERTIME

Section 10.01. Overtime Hours. Overtime will be paid at 1.5 times the base rate for all hours worked over forty (40) hours in a workweek. The Company shall have the right to assign overtime. Factors may include qualifications, ability, availability, job continuity or other legitimate business and emergency reasons. The Company shall be responsible for tracking overtime on a yearly basis and for making call-ins. Overtime hours submitted and paid on that pay period shall equal the employee's hours on the overtime list. The Company shall post lists showing worked hours approximately on a bi-weekly basis.

Section 10.02. Meal Allowance. Employees who work four (4) or more hours over their schedule will receive a \$18.00 meal allowance.

Section 10.03. 16-hour Rule. After sixteen (16) consecutive hours of work, employees shall be paid at his/her regular rate of pay for the regularly scheduled work period and double time for all consecutive hours worked thereafter. No employee will be forced to work more than sixteen (16) hours.

Section 10.04. Rest Period. An employee who has worked sixteen (16) or more consecutive hours shall, upon his/her release, be entitled to a ten (10) hour rest period before he/she returns to work. If, however, the employee is required by the Company to return to work before a ten (10) hour period has elapsed, the employee shall be paid at his/her regular rate of pay for the regularly scheduled work period and double time for all consecutive hours worked thereafter.

Section 10.05. Call Out. An employee is considered to be "called out" for overtime work when he/she is given notice while off duty to report for work. When an employee is "called out" for overtime work, or is instructed to report for overtime work:

- (a) he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate, exclusive of travel time.

Section 10.06. Overtime Equalization. When the Company determines that overtime work is required, such work shall be distributed as equitably as possible among employees in the job classification in which such overtime work is to be performed.

Section 10.07. Overtime Policy.

- (a) **Annual Reset of Overtime Hours.** At the beginning of each calendar year, the Company shall zero out overtime lists, both for charged overtime hours and overtime hours worked. More specifically, all employees will have their charged and overtime hours worked reduced to zero and employees will be listed in order based on the final overtime reports from the prior calendar year.

- (b) **Overtime Volunteer Considerations.** Where determined the Company will request volunteers from the affected job classification and/or workgroup for overtime consideration. The volunteer with the lowest amount of year to date overtime will be the individual selected to work the overtime assignment.

- (c) **Overtime Considerations with no Volunteers.** If there are no volunteers for the overtime assignment, then the employee in the appropriate job classification with the lowest amount of charged overtime hours shall normally be chosen for overtime work. If such employee refuses the assignment, then the employee with the next lowest amount of charged overtime hours will be considered and so forth through the overtime list. If no employee on the overtime list agrees to accept the overtime work, then the Company may assign the overtime work to the available qualified employee with the lowest amount of overtime hours worked. No more than one (1) reasonable attempt to reach an employee will be required.

- (d) **Overtime Hours Posting.** Postings shall be made on a bi-weekly basis listing overtime hours worked, hours unavailable, and hours declined, for the period since the last posting and cumulative for the calendar year.

Section 10.08. Reasonable Notice. In cases when overtime is planned or foreseen, Management shall make a reasonable effort to inform the potentially affected employees as early as reasonably possible but no later than twenty-four (24) hours' notice. Reasonable effort must include verbal communication.

Section 10.09. Error of Overtime Assignment. If through no fault of the employee the appropriate employee on the overtime list is not assigned to a particular case of overtime work, he/she will be compensated at the appropriate overtime rate for the number of hours he/she would have worked. Any such overtime hours shall not be charged to the employee on the overtime list in the hours charged column.

Section 10.10. Un-chargeable Overtime Events. Any absence of the employee due to vacation, excused sickness, bereavement, jury duty, Union business or any other excused event under this agreement shall not be charged against employee's overtime hours. Employees on extended illness or light duty for thirty (30) days or more shall be averaged back into the overtime roster.

Section 10.11. Chargeable Overtime. An employee will be charged overtime hours for all overtime hours worked. Additionally, an employee will be charged for overtime hours not worked in the following situations:

- (a) When he/she does not have a telephone, or a current telephone number listed with the Company.
- (b) When restricted to limited duty or light duty.
- (c) When absent without excuse (no call-no show).
- (d) Overtime work offered to an employee but declined or unavailable.

Section 10.12. Right of Overtime Assignment. When a job started on straight time cannot be completed without overtime work, the Company shall have the option of continuing on overtime work the employees who started the job in lieu of replacing them with other employees who have a lower number of charged overtime hours.

Section 10.13. Off on Time. When an employee has need to be released from work on time, the employee will notify the supervisor at the beginning of his/her shift. The supervisor will make every effort to accommodate the employee barring emergency situations.

Section 10.14. Temporary Employees Overtime. Temporary employees shall not work overtime.

Section 10.15. Overtime Worked While Temporary Upgraded. Overtime worked by an employee while in a temporary upgraded status or other work outside their permanent classification will be charged to the employee in his/her regular job classification.

Section 10.16. Moving to a New Overtime List. Employees changed from one overtime record list to another shall be averaged into the new workgroup.

Section 10.17. Cancellation of Overtime. When an employee has been previously instructed to work overtime on his/her off day and the work is canceled by the Company, it will give notice of cancellation to the employee affected twenty-four (24) hours before reporting time. If twenty-

four (24) hours' notice is not given, the employee will be paid an allowance of 4 hours at the applicable overtime rate.

Section 10.18. Hours Used in the Computation of Overtime. For purposes of this Agreement, hours of compensation such as holidays, vacation, jury duty, bereavement leave, sickness, or disability, etc., will not be considered as hours worked for the purposes of overtime.

ARTICLE 11 SENIORITY

Section 11.01. Seniority Defined. For purposes of this Agreement, seniority shall mean an employee's total length of employment since his last date of employment. Seniority is used for purposes of computing eligibility for vacation and similar benefits based on length of seniority.

Section 11.02. Classifications. If the Company decides to establish a new classification under this Agreement that falls under the community of interest of the CBA, it shall be added to the appropriate classification department by way of a MOU. The Union shall provide feedback to the Company on job content and wages of the new classification although the Company has the right to make the final determination on these issues. A listing of classifications does not mean that a classification is required to be filled. Existing employees shall be able to fill newly created or vacant classifications with all years of service to the Company counted as seniority provided the employee is able to perform the duties of the newly created position.

Section 11.03. Probationary Employees. All new employees hired by the Company who are covered by this Agreement shall be considered probationary employees for the first ninety (90) working days of employment from the first day of their latest continuous period of employment. The Company shall have the right to terminate such probationary employee for any reason it determines, and such employee shall not have recourse to the grievance procedure with respect to such termination. A probationary employee shall be placed on the seniority list after he completes his probationary period. Probationary employees shall be paid according to the wage rates in Annex A, but shall not be entitled to any other benefits except holiday pay during their probationary period unless defined by applicable plans.

Section 11.04. Layoff Procedures and Re-Call of Laid Off Employees. When layoffs are necessary, the Company will give the affected regular full-time employee four (4) calendar working weeks' notice in writing. In lieu of a working notice, employees will be paid two week's pay which would be in alignment with their normal work schedule. This provision shall not apply where layoffs are the result of a force majeure or other condition beyond the control of the Company.

In the event of a layoff or recall, the employee(s) within a classification shall be selected in order of their length of service with the Company at the plant.

Where two or more employees within a classification have the same length of service, the order of layoff shall be determined by the last four (4) digits of the employee's social security number, with the lowest number being considered to be the most senior.

Subject to the above, the employee(s) with the least seniority in the classification affected shall be laid off first. A regular full-time employee so laid off may displace an employee with lower seniority in another classification which has an equal or lower wage rate, provided he is qualified and physically able to perform all of the work of that classification, and the less senior employee shall be laid off unless he can displace a less senior employee in the same manner.

A full-time employee laid off who is unable to displace another employee and is therefore not actively working shall be notified of openings in any department for a period of two (2) calendar years from the time of layoff and provided other employees have not bid for such opening as provided in the Re-Call process outlined below and provided he is qualified to perform the duties of the job.

(a) Re-call of Laid Off Employees. Employees shall be recalled in the reverse order of their layoffs. Any employee laid off who fails to return to work, within seven (7) working days after written notice to return has been given, by certified mail with return receipt requested, shall lose all seniority status and, if re-employed, shall have the status of a new employee with no seniority, unless the employee is incapacitated by illness or similar valid reason substantiated with appropriate documentation and he or his representative so notifies the Company within seven (7) working days after receipt of the written notice of recall.

If the Company finds it necessary to fill the opening before the first eligible employee is able to return to work, as specified in this Section, the employee with the next longest classification seniority may be offered the work, and the by-passed employee retains his place at the head of the seniority list and is eligible for the next opening available in the classification.

It shall not be the intent of the Agreement to require the rehiring on a seniority basis of former employees who have been laid off for a period of longer than two years, or the remainder of the Agreement, whichever occurs first.

Section 11.05. Promotion and Bidding. Promotions within the bargaining unit shall be based on job qualifications and the ability to perform the job tasks as determined by management which may or may not include testing.

Where testing is required for a particular promotion, the Company shall use tests that are appropriate and show necessary skills and knowledge to hold that particular position. If a test is not available, the Company shall create a test which will reflect the applicant's ability and knowledge

for a certain position. Tests shall be established prior to posting an opening where testing is required.

Section 11.06. Down Bidding. Employees may not bid from a higher hourly rated classification to a lower hourly rated classification unless approved by management. The Union, recognizing the enormous investment the Company has in its higher-ranking employees, agrees with the Company that down bidding results in a waste of human resources which both seek to avoid. It is the intent of the parties to this Agreement that when employees are hired, each employee agrees to be promoted upwards through the various job classifications.

Section 11.07. Job Posting. When the Company determines that a Union vacancy exists, notice of such vacancy, together with the Company's job specifications or qualifications, shall be posted on the bulletin board at the work location for a period of five (5) work days (excluding Saturday, Sunday and holidays). All interested parties must apply via to the Company's on-line recruiting system within five (5) working days. Employees absent during all of this posting period on account of an approved leave, shall be allowed to bid by applying to the Company's on-line recruiting system provided the interview process is still in process and provided further, that the employee will be available to fill the vacant position within fourteen (14) calendar days.

Section 11.08. Bid Withdrawal and Trial Period. If the Company posts a Union position for bid, it may withdraw the bid and the Union will be informed.

A promoted employee shall be on trial for a period of ninety (90) working days. If an employee is determined to be unqualified at the end of the trial period, he shall be returned to his original job provided the original job has not been offered/accepted to another applicant.

Any employee who has been in his department less than twelve (12) months shall not be eligible to bid on a vacancy in another department, without management approval. This excludes employees called back from layoff.

ARTICLE 12 REDUCTION IN WORKING FORCE

Section 12.01. Layoff Procedures and Re-Call of Laid Off Employees. When layoffs are necessary, the Company will give the affected regular full-time employee two (2) calendar working weeks' notice in writing. In lieu of a working notice, employees will be paid two week's pay which would be in alignment with their normal work schedule. This provision shall not apply where layoffs are the result of a force majeure or other condition beyond the control of the Company. In the event of a layoff or recall, the employee(s) within a classification shall be selected in order of their length of service with the Company at the plant, unless there is a demonstrable and substantial difference in performance record, as clearly reflected in disciplinary and/or performance record(s) that put the employee on notice of poor performance, and sufficient improvement has not occurred, as defined in applicable written documentation to the employee

despite adequate time for improvement, in which case performance shall govern and an employee not meeting performance expectations may be laid off or recalled out of seniority order.

Where two or more employees within a classification have the same length of service, the order of layoff shall be determined by the last four (4) digits of the employee's social security number, with the lowest number being considered to be the most senior.

Subject to the above, the employee(s) with the least seniority in the classification affected shall be laid off first. A regular full-time employee so laid off may displace an employee with lower seniority in another classification which has an equal or lower wage rate, provided he is qualified and physically able to perform all of the work of that classification, and the less senior employee shall be laid off unless he can displace a less senior employee in the same manner.

A full time employee laid off who is unable to displace another employee and is therefore not actively working shall be notified of openings in any department for a period of two calendar years from the time of layoff and provided other employees have not bid for such opening as provided in the Re-Call process outlined below and provided he is qualified to perform the duties of the job.

Section 12.02. Re-Call of Laid Off Employees. Employees shall be recalled in the reverse order of their layoffs. Any employee laid off who fails to return to work, within ten (10) working days after written notice to return has been given, by certified mail with return receipt requested, shall lose all seniority status and, if re-employed, shall have the status of a new employee with no seniority, unless the employee is incapacitated by illness or similar valid reason substantiated with appropriate documentation and he or his representative so notifies the Company within ten (10) working days after receipt of the written notice of recall.

If the Company finds it necessary to fill the opening before the first eligible employee is able to return to work, as specified in this Section, the employee with the next longest classification seniority may be offered the work, and the by-passed employee retains his place at the head of the seniority list and is eligible for the next opening available in the classification.

It shall not be the intent of the Agreement to require the rehiring on a seniority basis of former employees who have been laid off for a period of longer than two years, or the remainder of the Agreement, whichever occurs first.

ARTICLE 13 GENERAL PROVISIONS

Section 13.01. Printing of Agreements. The Union will be responsible for printing copies of this Collective Bargaining Agreement. The Union will thereafter be responsible for all distribution to employees.

Section 13.02. Licenses and Certifications. No employee shall be required to obtain or possess any federal, state, county, or municipal license or certification as a condition for continued employment in any job classification in which he/she is now employed where possession of such license would not be required by law. When a license or certification is required by law to perform work under this agreement the Company agrees that all costs for such licenses or certifications will be borne by the Company, including but not limited to, renewal fees, maintenance fees, etc.

Section 13.03. Medical Examinations. When, under any of the terms of this agreement, a medical examination is required by the Company and/or any State or Federal authority, the Company agrees that any cost associated with such testing will be borne by the Company. The examined employee upon his/her request shall be furnished with a copy of the medical report.

Section 13.04. Policies and Procedures. It is agreed that all Company policies and procedures that have not been specifically negotiated into this contract will continue in full force and effect.

Section 13.05. Outdoors Working Conditions. Employees shall not be required to work outdoors in unsafe working conditions except to protect life or property, maintain or restore service or to prevent impairment of service. Under such conditions, affected employees may be required to stand by at headquarters or any emergency station for emergency service or if not so assigned shall be assigned to inside work. Determination of what constitutes unsafe working conditions is determined by the supervisor.

Section 13.06. Education Assistance. The Company will provide educational assistance to bargaining unit employees within the same program that it provides to all non-bargaining unit employees. Financial assistance will be provided for pre-approved courses of study at accredited institutions subject to annual limits as per the Tuition Reimbursement Policy. To be eligible the employee must be an active employee for the duration of the course and must have met satisfactory performance standards (Pass in Pass/Fail system or grade of “B” or better). Any employee who received educational assistance and leaves the Company within twelve (12) months, voluntarily or due to ‘just cause’ discharge, must repay all educational costs paid by or reimbursed by the Company. No compensation for time spent on these voluntary course(s) or travel will be provided to employees.

ARTICLE 14 HOLIDAYS

Section 14.01. Observed Holidays. For the term of this Agreement, the following days will be observed as uniform and fixed Company holidays:

**New Year’s Day
Memorial Day
Independence Day**

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
One (1) Floating Holiday

Section 14.02. Holiday Work Pay Treatment. Employees normally scheduled to work on a designated holiday, or who are off duty as part of their regular schedule on a designated holiday, shall be paid a holiday allowance of a normal workday at their basic rate of pay and time-and-a-half for all hours worked on the holiday. When January 1 (New Year's Day), July 4 (Independence Day), or December 25 (Christmas Day) are designated to be observed on a Monday or Friday through the operation of Section 14.04, employees who work on either the designated holiday or the actual holiday shall receive a holiday premium of time-and-a-half for all hours actually worked on either day providing, however, that any employee who works both days will only be entitled to the holiday premium for the hours worked on the actual holiday.

Section 14.04. Sunday/Monday Holiday Observance. When any of the holidays referenced in Section 14.01 of this Article fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 14.05. Floating Holiday.

- (a) The Company will permit one (1) floating holiday to be taken at the time desired by employees provided the employee gives the Company a minimum of forty-eight (48) hours' notice. Requests of less than forty-eight (48) hours will be considered, and approval will be based upon workload requirements.
- (b) The Floating holiday to be selected under this Article shall not be carried over from one contract year to the next. In emergency situations, the Company may deny an employee his/her pre-approved floating holiday observance. In these situations, the employee shall be allowed to move the holiday but will receive time-and-a-half (1.5X) for all hours worked on the moved day. Should this situation occur and there are no other available days for the employee to move the floating holiday to, the employee then will be entitled to eight (8) hours of holiday premium time plus time-and-a-half (1.5X) for all hours worked.

ARTICLE 15

PAID TIME OFF

The Company shall provide a Paid Time Off (PTO) plan to continue pay during PTO or other personal absences. Employees will accrue PTO hours based on the length of service with the Company. Years of service will be credited from an employee's date of hire. Accrual (see chart below) takes place each payday that the employee is active. PTO accrual ends when an employee

terminates regular employment with the Company. PTO accrual is suspended when an employee is on an unpaid leave of absence or accepting full time workers compensation benefits, in accordance with applicable laws and regulations. The Company will allow employees to maintain their current balance, up to any set maximum balance allowed from one calendar year to the next. Regular, full time employees are eligible for PTO time.

Section 15.01. Accruals. PTO leave with pay for full-time employees shall accrue during an employee's term of employment according to the following schedules:

| Employee Classification | Years of Service | Annual Accrual | Bi-Weekly Accrual | Maximum Balance |
|--------------------------------|-----------------------------------|-----------------------|--------------------------|------------------------|
| Full-Time | Less Than 15 Years | 120 Hours | 4.62 Hours | 320 Hours |
| | Greater than or equal to 15 Years | 160 Hours | 6.16 Hours | 400 Hours |
| Part-Time | Less than 15 Years | 60 Hours | 2.31 Hours | 160 Hours |
| | Greater than or equal to 15 Years | 80 Hours | 3.08 Hours | 200 Hours |

PTO pay shall be based on an employee's straight-time base rate of pay.

Employees qualify for the next higher PTO accrual rate effective the first pay period following the anniversary date of employment in which the employee attains the necessary years of service. All paid time away from work is treated as PTO with the exception of PTI, holidays, jury duty, bereavement, military leave and workers compensation, unless the terms of a leave of absence specify otherwise. Employees will not be eligible to take PTO time while collecting pay benefits from insurance plan (such as workers compensation) unless it is allowed by the specific benefits plan and reported to the insurance carrier. Employees may request a leave of absence without pay; however, approval of unpaid leave is at management's discretion and would apply after all applicable PTO time is exhausted. Employees off work due to illness or disability (on PTO/PTI time or unpaid leave) may be required to provide a physician's note in accordance with the attendance policy and to certify fitness for duty. At the Company's discretion, the employee may be required to be seen by the designated Company physician prior to or upon return to work in order to determine if the employee can return to full or modified duty.

The following guidelines apply when scheduling PTO time:

1. When taking PTO, the employees must take the number of hours for which they are scheduled to work.
2. Employees may take PTO time in 1/2-hour increments for personal time off, subject to Company approval.

3. Scheduled days off that coincide with approved, scheduled PTO will be considered “part of PTO” with restrictions and stipulations in the Company PTO Time/Attendance policies.

Section 15.02. Pay Upon Termination. An employee who terminates or dies shall be paid accrued but unused PTO hours as posted at the time the termination occurs. In the case of a deceased employee, such amount shall be paid to the beneficiary named in the employee's life insurance policy on file with the Company.

Section 15.03. Scheduling. When taking PTO time employees must take the number of hours for which they are scheduled to work. PTO shall be taken at times it is mutually agreeable to the Company and the employee; if agreement is not reached, then the time shall be taken at the convenience of the Company. If more employees request concurrent PTO than the Company is willing to allow, the employee(s) with the most seniority shall be given preference, provided such employee(s) has made a request on or before March 1. Employees making their request after March 1 shall be given preference in the order in which the requests were made.

PTO time may not be taken in increments of less than 0.5 hours. It is Encouraged to be taken in one-week blocks.

Prior arrangements and approval must be obtained for all PTO hours taken, except in the instance of an emergency situation. Requests are to be submitted utilizing the current procedure.

Section 15.04. Carry Forward. An employee may carry over from one calendar year to the next any unused PTO hours earned but not used from the previous year. The hours carried over will be added to the employee's accrued PTO balance limited to their allowable accrued maximum.

Once the maximum has been reached, no further hours will be accrued until hours are used and the balance falls below the maximum allowed level.

Section 15.05. Record Keeping. Each employee's PTO balance will be adjusted by the payroll system each pay day based on the PTO hours submitted by required timecard deadlines.

Supervisors have the responsibility to determine required staffing levels to maintain operations and will administer PTO leave scheduling in a fair and consistent manner.

Section 15.06. Paid Time Off (PTO) Purchase Plan. Employees shall be permitted to participate in the WorleyParsons PTO Purchase Plan as per the PTO Purchase Plan policy.

ARTICLE 16 PAID TIME ILLNESS (PTI)

Section 16.01. Paid Time Illness (PTI) is used for absences due to serious or extended illness, accident or injury. Refer to Employee Time Off and Leave Policy for details

Section 16.02. Donation PTO to PTI. Refer to PTO Donations to Other Employees PTI Donation policy.

ARTICLE 17 LEAVES

Section 17.01. Bereavement. Employees will be entitled to bereavement pay of five (5) working days when there is a death in the family as follows:

- (a) Parent, foster parent, spouse, domestic partner, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step parent, step-sibling, stepchild, foster child.
- (b) The allowances of this Section shall apply only to employees regularly at work and shall not apply to employees absent because of sick leave, leave of absence for any reason, layoff, furlough, disciplinary action, or any permitted absence exclusive of vacation.

Section 17.02. Jury Duty. When regular employees are selected to serve as jurors in the jurisdiction of their residence and are required to be absent from work on regular scheduled workdays because of jury duty, pay at their basic rate shall be continued during such absences up to five (5) working days and they may retain any fees paid to them for jury duty. Additional consideration may be given in cases of extended federal or grand jury duty service.

The work schedules of shift workers will be revised when necessary so that they will not be assigned to night work on normal jury duty days.

Employees shall notify their supervisors promptly after receiving notice of jury duty summons and shall obtain such certifications regarding hours and days of jury duty as may be required by the Company.

Employees shall report for work on their next regular workday once they are released from jury service.

Section 17.03. Witness Duty. Any employee subpoenaed as a witness in a federal, state or local government judicial proceeding shall be paid their normal rate of pay for scheduled work days up to five (5) working days as long as the employee is not a party to the action nor is the employee serving as an expert witness in the case.

Section 17.04. Military Leave.

- (a) Employees who are called to active duty in the U.S. Armed Forces shall be granted a paid leave of absence for up to six (6) months. If their tour of duty extends beyond six (6) months, they will be placed on an unpaid military leave for up to five (5) years. If such employees return to work within ninety (90) days of their separation or discharge from military service, their continuous service with the Company shall not be broken.
- (b) Employees who are called to Reserve active duty in the National Guard or Reserve due to a declared emergency or regular encampment shall be granted a leave of absence on request for up to eighty (80) hours. The Company will compensate employees during such leaves for the difference between the employee's base military pay, excluding any allowances, and the employee's base pay rate in the Company, providing employees promptly submits official military documentation as to military pay received for the period of the emergency or regular encampment.

Section 17.05. FMLA Leave of Absence. An employee who has worked for WorleyParsons for at least one (1) year may make a request for a leave of absence under local and/or federal family and medical leave laws provided the employee has worked the requisite number of hours in the preceding twelve (12) months. A request for leave must be made in writing specifying the reason for such leave (including any requested supporting documentation), the date the leave is expected to commence and the date the employee expects to return to work.

Employees granted leaves of absence shall maintain the applicable group medical and group dental plan coverage as if they had continued working. In the event the employee is a member of a medical plan requiring an employee contribution, the employee must timely forward the appropriate contribution to the department responsible for employee benefits each month to continue coverage.

Any subsequent changes to state/local/federal family and medical leave laws will supersede this section.

Section 17.06. Personal Leave of Absence. An employee may request a personal leave of absence without pay for a period up to two (2) months providing such request is made in writing stating the reason for such leave, the date the leave is to commence, and the date the employee will return to work. Such leave requests are subject to operating requirements and require Company approval.

If the employee does not return to work on the approved return date, his/her employment with the Company shall be terminated. Personal leaves of absence shall not be renewed or extended beyond the approved return date except in cases of demonstrated hardship and only with approval of the Company.

No leave will be granted to accept employment with another organization or to be self-employed. No more than one (1) leave of absence (two (2) month maximum) will be granted within any

continuous eighteen (18) month period. Before beginning such a leave of absence, an employee must take all vacation to which he/she is then entitled.

Section 17.07. Benefit Continuation while on Leave of Absence. Participation in most Company-paid insurance programs will continue. Refer to WorleyParsons Employee Time Off and Leave Policy.

Section 17.08. Seniority upon Return from Personal Leave. Employees who return from a personal leave of absence prior to or on the approved return date will be reinstated in their former position at their former rate of pay and will retain their position on all seniority rosters.

ARTICLE 18 LIMITED SERVICE

An employee is to perform all of the job responsibilities of his classification. However, in the event an employee is unable to perform such job responsibilities due to a job related or personal injury or illness, the Company has a Rehabilitation Standard that strives to return injured/ill employees to sustainable and productive work as soon as possible. Factors considered include the employee's restrictions, job duties and available work. Also refer to Company Fitness for Work Standard.

ARTICLE 19 SUSPENSION AND DISCHARGE

Section 19.01. Maintenance of Discipline and Just Cause. The maintenance of discipline is the responsibility of the Company and to that end the Company has the right to discipline employees for just cause.

Section 19.02. Progressive Discipline.

(a) When the Company determines that discipline is appropriate, the parties agree that, as a general matter, progressive corrective action is the best and most effective way to change behavior and maintain positive employee morale. Discipline will be administered as per the Company Personal Conduct Policy and Personnel Corrective Action Policy and Managements Rights Article 1, section 1.01.

Section 19.03. Retention in Personnel Files. Disciplinary actions will remain active for a period of twelve (12) months following the employee's correction of such behavior. Upon the expiration of the twelve (12) month period, the discipline will be removed from the employees personnel file.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 20.01. Principle. A grievance is defined as any dispute or disagreement concerning the application or meaning of the terms of the agreement arising between an employee or the Local Union and the Company. It is considered by the parties that all grievances should be presented promptly, discussed without delay and answered within a reasonable time. It is also considered that grievances should be settled whenever possible at the levels where the greatest familiarity with the subject matter exists. Therefore, it is agreed that all grievances shall be subject to the following grievance procedure.

First Step: The employee(s) concerned, together with the Union Steward if so desired, shall discuss the grievance with the employee(s)' immediate supervisor within seven (7) Calendar days of the discovery of the incident. The immediate supervisor shall give the Company's answer within seven (7) calendar days after this meeting via e-mail to the grievant and Union Steward.

Should the answer not be acceptable to the grievant and Union steward, the grievance may advance to the next step following the process in the Second step below.

Second Step: Within seven (7) calendar days of the first step answer, the grievance shall be reduced in writing on the applicable IBEW form and sent via e-mail to the Company's Human Resources Representative, Plant Manager and designated Project Manager. Reference must be made to specific section(s) of this Agreement, the Work Rules, or Safety Rules, which is (are) the basis for the grievance. Within seven (7) calendar days after the grievance is sent to the Human Resources Representative, Plant Manager, Employee and Union Steward shall meet to discuss the grievance. The Plant Manager shall give the Company's answer within seven (7) calendar days after this meeting via email to the Union Steward and Business manager of the Local Union.

Third Step: If the grievance is not satisfactorily adjusted in the second step, the grievance shall be appealed in writing to the Company's Human Resources Representative and Project Manager within seven (7) calendar days after the answer at the second step. The Project Manager, Human Resources Manager (or designee) shall meet with the Union Steward and the Business Manager of the Union or their designees. This meeting shall be scheduled within ten (10) calendar days after the grievance is referred to the Human Resources Manager and Project Manager. Within seven (7) calendar days after the meeting at this Step, the Company shall give their answer via email to the Union Steward and the Business Manager. Grievances concerning work rules, safety rules shall not advance past the Third Step and are not arbitrable

Fourth Step: If the grievance is not satisfactorily adjusted in the third step, either party may demand arbitration by filing within twenty (20) calendar days a demand with the

Federal Mediation and Conciliation Service, with a copy to the other party. Such arbitration shall be in accordance with the provisions of Arbitration Article (TBD).

Section 20.06. Failure to Respond. Failure of the Company to respond to grievances within the timelines outlined above shall result in the Union grievance being sustained. Failure of the Union to timely request the next step of the grievance process shall result in the grievance being dismissed and is not arbitrable.

Section 20.07. Right to Representation. In each step of the grievance procedure, the Union Representative(s), aggrieved employee(s) and any needed subject matter experts may be present for all grievance meetings.

Section 20.08. Wage Treatment for Grievance Meetings. The aggrieved employee(s), and Union Steward shall not lose their regular straight time pay for time spent at grievance meeting if held during their regular scheduled hours of employment, provided that such employees are employees of the Company.

Section 20.09. Copies of Responses to Union. Copies of written answers to all grievances shall be furnished to the Local Union Business Manager/President immediately upon being issued via email.

Section 20.10. Extension of Timelines. It is agreed that the grievance procedure or time limits may be extended by mutual agreement of the parties when such action appears to be necessary or desirable.

Section 20.11. Representation in Grievance Matters. The Union and the Company shall inform each other of persons authorized to represent them in grievance matters.

ARTICLE 21 ARBITRATION

Section 21.01. Timeline for Arbitration. In the event of failure to satisfactorily settle or adjust any grievance involving an allegation of a violation of a provision or provisions of the Agreements according to the foregoing grievance procedure, then within twenty (20) calendar days after the answer has been given in the Third Step, such grievance may be submitted to arbitration in the following manner.

Section 21.02. Union Notice to Arbitrate. The Local Union shall within twenty (20) calendar days to give written notice to the Company of its desire to arbitrate the grievance.

Section 21.03. Arbitration Panel. The Union shall then request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Section 21.04. Arbitrator Selection. The arbitrator shall be selected by each party alternatively striking one name from the list furnished by the Federal Mediation and Conciliation Service. The Union shall make the first strike except in cases of discharge where the Company will select first. The remaining name shall be the selected arbitrator. Either party may reject one entire list submitted by the Federal Mediation and Conciliation Service.

Section 21.05. Hearing Date. The arbitrator shall hold a hearing on a date satisfactory to the Company and the Local Union, for the purpose of receiving such evidence as the Parties may have to present with respect to the grievance.

Section 21.06. Decision. Within sixty (60) calendar days after the receipt by the arbitrator of all arguments, documents and records pertaining to the grievance, he/she shall render in writing a statement of findings and a decision. Such decision shall be final and binding on both Parties, provided the arbitrator does not exceed his authority. The arbitrator shall have no authority to add to, subtract from, modify, amend or in any way vary the terms of this Agreement, and shall have no authority to establish any wage rates.

Section 21.07. Arbitration Expense. The Company and the Union shall each bear their own expenses and shall equally bear all compensation and expenses of the arbitrator.

ARTICLE 22 APPLICABLE LAWS AND REGULATIONS

Section 22.01. Conflict with Laws. It is understood and agreed that the provisions of this Agreement are in all respects subject to all applicable laws and governmental regulations now or hereafter in effect and to the lawful rulings and orders of all regulatory commissions now or hereafter having jurisdiction. Should any provision of this Agreement be found to be in conflict with any applicable laws or regulations, the offending provision shall be struck from this Agreement and all other portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 22.02. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 23 HEALTH AND SAFETY

Section 23.01. Principle. The Company and the Union recognize the need for an effective Health and Safety Program for the benefit of all employees and the Company. The Union will cooperate in assisting and maintaining the Company's rules regarding health and safety. The Company

recognizes the interest of the Union in the health and safety of its members and will give careful consideration to any recommendations made by it. The Company agrees to investigate, upon request of the Union, any conditions which might affect the health and safety of employees and will meet with a Joint safety committee as designated below.

Section 23.02. Recognition & Correction. Recognition and correction of workplace safety and/or health hazards as well as prompt correction at the lowest level in the Company are essential elements of the Company's safety process. As such, the Company is responsible for mitigating or abating health and/or safety hazards.

Section 23.03. Joint Health and Safety Committee. The Company and the Union agree to establish a Joint Health and Safety Advisory Committee for the purpose of reviewing new or revised safety and health rules and discussing current safety and health conditions or problems.

The Advisory Committee will consist of not less than two (2) members for the Company and three (3) members for the Union.

Section 23.04. Committee Meetings. This Committee shall meet on a monthly basis and take actions according to the Company Safety Committee Charter. The final determination as to adoption and implementation of safety and health rules shall be the sole responsibility of the Company.

Section 23.05. Safety Grievance. It is understood that any dispute arising out of the enforcement of Company established health and safety rules shall be a proper subject for a grievance under this Agreement.

Section 23.06. Committee Pay Treatment. All Joint Health and Safety Advisory Committee meetings will be held on Company time and members of the committee will be paid in accordance with their applicable wages and benefits outlined herein.

Section 23.07. Safety Tools, Clothing, & PPE. The Company agrees to furnish and pay for all safety tools and equipment required to perform the work covered under this agreement. This shall include, but not be limited to, Personal Protective Equipment (PPE), safety glasses (including prescription), safety shoes, gloves.

The Company will supply prescription safety glasses every two years, or more frequently if the prescription safety glasses become damaged due to the work environment or if the employee's prescription changes. An allowance of up to \$150.00 will be reimbursed with receipt for prescription safety eyewear. An allowance of \$125.00 annually will be provided for the purchase of safety boots. Annually is defined as one year after previous reimbursement.

Section 23.08. Unsafe Conditions. Every employee has a right and responsibility to stop any task they feel is unsafe. Employees are not required or expected to perform tasks they believe

places them at risk. Should such a situation arise the employee will notify their supervisor to discuss their concerns and participate in the discussion and planning for how the task can be performed safely.

Section 23.09. Facilities. A break room, adequate toilet facilities and smoking area shall be provided for the comfort of the employees.

Section 23.10. Accident/Safety Investigations. In an effort to prevent injuries and create a safer work environment the Company will provide the Union with notice and an opportunity to participate in all accident and safety investigations that involve or impact their membership. Employees participating in an incident investigation have the right to Union representation.

ARTICLE 24 UNAUTHORIZED WORK STOPPAGES, SLOWDOWNS, OR LOCKOUTS

Section 24.01. Principle. It is understood and agreed that the services performed by the employees of the Company in their employment are essential to the continuing operations of the Company.

Section 24.02. No Strike, No Lockout. During the term of this Agreement and any mutually agreed-upon extensions thereof, the Union will not call, authorize, encourage, ratify, or engage in any strike, sit-down, slowdown, or other interference with or stoppage of the work of the Company, and the Company will not engage in any lockout of employees.

Section 24.03. Obligations in Unauthorized Work Stoppage. In the event that any employees in the bargaining unit individually or collectively engage in any strike, sit-down, or other stoppage of work, the Company shall notify the Union of such incident and the Union shall:

- a. have a duty to inform employees that such actions listed above are prohibited and to;
- b. encourage and advise employees to immediately cease and return to normal operations.

Section 24.04. Picket Lines. The Company will not request or require employees to cross any lawful and primary picket line established due to a dispute between the Company and the Union.

- a. If a picket line is unlawful or not arising from a dispute between the Company and the Union, the Company shall notify the Local Union of the picket line and the parties agree to work together to safely provide access for the employees into the facility.

ARTICLE 25 BENEFIT PLANS

Section 25.01. Employees shall be permitted to participate in the WorleyParsons Benefit plans as they are available and subject to employee eligibility. These include: Dental Plan, Vision Plan, Medical Plan [or alternate medical coverage such as a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) should such be made available by the Company], Flexible Spending Accounts, Health Savings Account, Group Accidental Death and Dismemberment Insurance Plan, Group Life Insurance Plan, Dependent Life Insurance Plan, Long Term Care Plan, Long Term Disability Plan, Short Term Disability Income Plan and WorleyParsons Constructors 401K Plan. These plans are all reviewed on an annual basis and subject to change at the Company's discretion.

ARTICLE 26 CONTRACTING

Section 26.01. Principle. Work normally performed as of the effective date of this Agreement, by employees in the bargaining unit, will not be contracted out if it will result in furlough or affect recall of employees in the bargaining unit who normally perform such work. Additionally, the Company will not contract out bargaining unit work which is regularly performed by employees in the bargaining unit if they are equipped, if crews are available and if employees are capable of doing the work.

Section 26.02. Abandonment. The contracting of work shall not be construed, for any purpose whatsoever, as abandonment by the Union of its right to represent the work being done now or in the future.

Section 26.03. Switching Duties. For the safety of the employees and the Company it is agreed that under no circumstances will contracted labor be allowed to perform any switching duties.

ARTICLE 27 ALCOHOL AND DRUG MISUSE

Section 27.01. Medication Usage, Alcohol and Drug Misuse. Employees are required to inform management of any medications, prescription or over-the-counter, which have potential side effects that could affect their ability to perform their job in a safe and efficient manner. The Union and Company recognize the potential hazards associated with drug (whether prescribed or not) and alcohol misuse and agree to work with management to maintain a safe working environment and remain in compliance with the Company's Alcohol and Drug Misuse Standard and Fitness for Duty Standard.

**ARTICLE 28
BINDING AGREEMENT**

Section 28.01. Binding Agreement. The parties to this Agreement agree that it shall be binding upon them.

**ARTICLE 29
DURATION, REOPENING, AND RENEWAL**

Section 29.01. Term of Agreement. This agreement, as amended, when signed by the proper officers of the Company and Local Union 1466, shall become effective 12:01am, *January 1, 2019*, and shall continue in full force and effect through *December 31, 2021*, at which time the Agreement may be opened for re-negotiation upon written notice by either party to the other at least sixty (60) day prior to *December 31, 2021*.

Section 29.02. Approval of Change or Amendment. No changes may be made except as provided at the expiration date of this agreement, except changes made by mutual consent. Any changes agreed upon shall be reduced to writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Company and the Union have respectfully caused this Agreement, constituting the entire agreement between the parties with respect to the collective bargaining agreement, to be signed by their proper and duly authorized officials, this Nineteenth day of November, 2018.

For the Union:

For the Company:

Rodney Cockrell
President, Business Manager & Financial Secretary

Michael Cox
General Manager Power O&M

Daniel German
Assistant Business Manager

Deana Wentworth
HR Manager

James Jette
Recording Secretary

Kevin Vail

**ANNEX A
WAGE SCHEDULE**

EFFECTIVE DATES

| CLASSIFICATIONS | 1/1/2019 | 1/1/2020 | 1/1/2021 |
|--|----------|-----------------|-----------------|
| | | 2.5% Inc | 2.5% Inc |
| Lead Operations and Maintenance Technician (PQS Qualified) | \$43.05 | \$44.13 | \$45.24 |
| Lead Operations and Maintenance Technician (non-PQS qualified) | \$40.89 | \$41.92 | \$42.97 |
| Operations and Maintenance Technician (PQS Qualified) | \$34.85 | \$35.73 | \$36.63 |
| Operations and Maintenance Technician (non-PQS Qualified) | \$33.10 | \$33.93 | \$34.78 |
| Maintenance Mechanic (PQS Qualified) | \$37.92 | \$38.87 | \$39.85 |
| Maintenance Mechanic (non-PQS Qualified) | \$36.02 | \$36.93 | \$37.86 |
| Instrument and Controls Technician (PQS Qualified) | \$41.00 | \$42.03 | \$43.09 |
| Instrument and Controls Technician (non-PQS Qualified) | \$39.92 | \$40.92 | \$41.95 |
| Purchasing/Warehouse Technician (PQS Qualified) | \$27.67 | \$28.37 | \$29.08 |
| Purchasing/Warehouse Technician (non-PQS Qualified) | \$26.29 | \$26.95 | \$27.63 |

(a) Annual increases will be effective as per the above chart.

(b) Employees shall be permitted to participate in the site Key Performance Indicators (KPI) Plan.