

AGREEMENT

between

RELAY RESOURCES

and

LABORERS' LOCAL 483

**Landscape and Grounds Maintenance and Landscape and
Vehicle Mechanic Equipment Employees**

July 1, 2018 – June 30, 2023

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PREAMBLE

This Agreement is made and entered into by and between RELAY RESOURCES, and its successors, hereinafter called the Employer, and LOCAL 483, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter called the Union.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age; marital, disability or veteran status; race; color; creed or religion; national origin; sexual orientation; political affiliation; or any other status or class protected by local, state or federal law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

1. RECOGNITION

Section 1.01 - The Employer recognizes the Union as the sole collective bargaining agent for all full time and regular part time landscape and grounds maintenance and landscape equipment and vehicle mechanic employees, including seasonal employees, employed by the employer, but excluding all employees represented by other bona fide labor organizations, confidential employees, guards and supervisors as defined by the National Labor Relations Act, or any other job title not specifically identified in the agreement. The Employer and the Union recognize that the addition and deletion of classifications contained in Schedule "A" is subject to mutual agreement.

Section 1.02 - The Union recognizes the Employer's mission is to train and employ workers with disabilities and that current Federal and Oregon law require that seventy-five (75%) percent of the direct labor hours provided by the Employer to customers be performed by workers with disabilities who qualify under the AbilityOne program. Furthermore, the Union recognizes that the Employer is a vocational rehabilitation contractor, qualified rehabilitation facility community rehabilitation program, and non-profit agency.

2. UNION SECURITY

Section 2.01 - All employees covered by this Agreement shall within thirty-one (31) days of employment become and remain a member of the Union, or tender to the Union an agency service fee. All dues, assessments, or payments authorized by this Article shall be deducted by the Employer and mailed to the Union's business address within seven (7) days. The Union assumes responsibility for repayment of monies found to be erroneously deducted by the Employer under this Article. The performance of these services is at no cost to the Union.

Section 2.02 - A period of ninety (90) working days for persons newly employed by the Employer shall constitute an introductory period during which the Employer shall have the right to discharge without any limitations by the Union or this Agreement.

Section 2.03 - The Employer will provide for Union dues, or agency fees, or other assessments through payroll deduction from the employees' first paycheck in the month. Payments will be mailed to the Union Secretary-Treasurer by the close of business seven calendar days after the first paycheck of the month.

Section 2.04 - Supervisory tasks include hands-on training, demonstration, repair of inadequate work, augmenting teamwork and keeping sites up during worker absences. Supervisors and other salaried employees shall not normally perform direct labor type of work called for on contract sites. Supervisors will be bona fide supervisors with supervisory responsibilities and Union members will not be promoted to supervisors to avoid Union membership. This will not be used to limit promotional opportunities for any workers.

Section 2.05 - Government Requirements- The Union agrees to cooperate with the Employer in all matters required by the government and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities, which the government may exercise.

The Union agrees that any actions taken by the Employer pursuant to a requirement of the government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the government. The Employer will, however, negotiate with the Union concerning the effects of any such change.

3. HIRING

Section 3.01 - The Employer may hire persons from any source, including the union.

Section 3.02 - The Employer shall be the sole judge of all applicants and retains the right to reject any applicant for employment. The Employer agrees within thirty-one (31) calendar days of the date of hiring to notify the Union of the name and address of all new employees subject to this agreement.

Section 3.03 - All applicants referred to the Employer by the Union under this article shall submit to the making of such records as are or may be required by the Employer for personnel administration, and/or qualification for Relay Resources opportunities.

Section 3.04 - Upon hiring, the employer shall notify employees in writing of the implications of Section 19 of this agreement.

4. STANDARD DAY SHIFT HOURS

Section 4.01 - The normal work schedule for employees covered by this agreement shall consist of four (4) or five (5) consecutive days, exclusive of daily lunch period. Such schedule may be altered by the requirement of overtime or reduced work hours according to season and business needs. Employees will normally get at least two (2) consecutive days off between work schedules, but in no event will an employee have less than one (1) day off between work schedules. It is not the Employer's intention to require part-time work, but schedules may be reduced in order to prevent lay-off, or to accommodate needs of workers with disabilities.

Section 4.02 - Employees will normally report to work at a customer's work site at the time scheduled by the employee's supervisor. The employer will make every reasonable effort to schedule employees for the reporting sites closest to their home of record. Employees will be given reasonable advance notice of changes to reporting site or time; generally at least forty-eight (48) hours' notice, with more time allowed where consideration for transportation or child care is necessary. The employee may choose to arrive at Relay Headquarters or other facilities in order to ride in a crew vehicle to the work site, when space and schedule make a ride available. The employees will be returned to the original reporting site at the end of the day.

The work shift will end when the employee is returned to the original reporting site. The employee will have the option to end their shift at another site for their own convenience, with the approval of the supervisor.

Section 4.03 - Each employee shall be allowed one (1) fifteen (15) minute rest period in the A.M. and one (1) fifteen (15) minute rest period in the P.M., with pay, at approximately the midpoint of the half-shift. An employee scheduled to work beyond eight (8) hours in a shift shall receive a third fifteen (15) minute rest period, with pay, if the extended shift exceeds ten (10) hours.

Section 4.04 - An unpaid lunch period of at least thirty (30) minutes shall be provided to each employee who works more than six (6) hours in a day. The lunch period should be scheduled no later than five (5) hours into the shift.

5. WAGE SCALES

Section 5.01 - The Employer agrees to pay its employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various

classifications set forth and contained in Schedule "A" of this Agreement.

Section 5.02 - Whenever an employee does work exclusive to a higher paid classification they will be paid the higher rate for a minimum of two (2) hours or for the total consecutive time required to perform the work of the higher classification whichever is more. In no event will the employee's rate be reduced for time worked at a classification paid lower than the employee's regular classification.

Section 5.03 - In determining an employee's classification, the classification in which an employee works more than fifty-percent (50%) of the time shall be the employee's regular classification. The employee's regular classification may change to a higher or to a lower paid classification if the employee's job assignments results in the majority of the employee's work being performed in a different classification. If the employee's classification is lowered, through no fault of their own, the employee's wages will not be lowered until the end of the current pay period and the employee and the Union, are notified. However this Section does not include temporary light duty or return to work employees.

Section 5.04 - When the Employer adds work that is materially different from the jobs that would normally be performed by workers under the titles listed in the job classifications in Schedule "A" and the amount of the work is significant, and is likely to continue over an extended period of time, the Employer will inform the Union and meet in a timely manner to bargain any adjustment to classifications that may be appropriate. If no agreement is reached then both the Employer and the Union have recourse to the grievance procedures in this agreement.

6. OVERTIME

Section 6.01 - Overtime at the rate of time and one-half (1½) an employee's established hourly rate, as set forth in Schedule "A" shall be paid for all work performed in excess of forty (40) hours in a work week. A workweek shall begin Sunday AM and end Saturday PM.

Section 6.02 - There will be no overtime bumping. Whenever an employee starts a specific job that the Employer requires completed on overtime, that employee shall have first opportunity for the overtime.

Section 6.03 - There will be no pyramiding of overtime in the calculation for overtime payments.

Section 6.04 - If weekend work is required, employees will be notified as soon as possible, but in no case later than three (3) days in advance.

7. REPORTING PAY AND MINIMUM PAY

Section 7.01 - Employees reporting for a scheduled shift or called to work after the starting time of a shift shall receive not less than two (2) hours pay for the shift, regardless of the work requirement.

Section 7.02 - Employees who quit, voluntarily end their shift early, or are discharged for cause, shall be paid only for hours worked.

Section 7.03 - Any employee (except Irrigation Specialists and Mechanics) required to return to work before the employee's next work shift, and such call being made after the employee has left the Employer's premises at the end of the employee's last shift, shall be paid for a minimum of two (2) hours at the overtime rate. The foregoing does not preclude the Employer from scheduling overtime, provided such overtime is scheduled before the end of the employee's work shift.

8. LANDSCAPE AND GROUNDS MAINTENANCE WORK

Section 8.01 - Landscape and Grounds Maintenance shall be performed at rates and conditions herein established. Landscape and grounds maintenance shall consist of installation and/or maintenance of all landscaped areas for which the Employer has contracted to provide such services.

Section 8.02 - The Union and management agree to bargain a fair and equitable method of dividing available "prevailing rate work".

Section 8.03 - At such time as the Employer and the Union may mutually agree, a Training Trust Agreement may be negotiated between the Oregon & Southern Idaho Laborers-Employers Training Trust and the Employer. The purpose of such relationship would be to provide employee training in the craft of Landscape Technician and related skills and safety education.

9. MANAGEMENT RIGHTS

Section 9.01 - The Employer retains all rights, except those rights that are limited by express and specific language of the Agreement. Nothing anywhere in the Agreement shall be construed to impair the right of the Employer to conduct all of its business in all particulars, including the right to establish and change crew schedules and routes, except as expressly and specifically limited in the Agreement. Nothing in the Agreement shall restrict the right of the Employer to modify its policies and procedures to the extent that such modifications are not inconsistent with express provisions of the Agreement. The failure of the Employer to exercise any right reserved to it, or its exercise of any right in a particular way shall not be

deemed a waiver of such right or the waiver of its authority to exercise any such right in some of the ways not encompassed by the terms of this Agreement.

Section 9.02 - Examples of exclusive rights of the Employer include but are not limited to: schedule and route crews, assign workers to crews or specific jobs; set qualifications, standards, and requirements for each position; direct the work force; evaluate employees; promote transfer or reassign employees; establish work rules and discipline standards; establish performance standards; discipline, suspend, demote or discharge employees; set training requirements for employees; decide the number and location of its facilities, departments and employees; establish, modify or eliminate job classifications; introduce new responsibilities to existing classifications; determine the need to add to or reduce numbers and classifications of employees; relieve employees from duty because of lack of work or other reasons consistent with the efficient operations and business and customer needs; determine and implement the Employer's financial and budgetary needs and accounting procedures; to close departments, facilities, or business units or portions thereof; determine the services to be rendered to customers and the methods for providing such services; and to introduce new or different methods or procedures.

9.5 CUSTOMER RIGHTS

Section 9.5.01 - The customer has the right to have their business decisions and business operations respected, including requesting the removal of the Employer's employee. The Union and/or employee shall not for any reason contact the Customer regarding the removal of the employee. The Customer's request for removal of an employee may be made by verbal or written communication.

The union and union members/employees cannot for any reason contact the Customer regarding the Employer's business, employees, union activity, union rights, the CBA, and/or Employer/Customer contract information. The Union's relationship is solely with the Employer and the Employer's employees.

10. HOLIDAYS

Section 10.01 - The Employer will observe the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Section 10.02 -To qualify for holiday pay an employee must have completed the introductory period. Employees must have worked the regularly scheduled day before and the regularly scheduled day after the holiday, excluding pre-approved vacation days.

Section 10.03 - Pay for holidays not worked will be calculated at the employee's regular classification rate and for the daily hours regularly scheduled to work.

Section 10.04- Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.

Section 10.05 - Employees wishing to take time off for holidays not listed may do so using vacation time by following the vacation request procedure. In the event of a conflict regarding requested time off, seniority will be the determining factor.

Section 10.06 - At the discretion of the appropriate designated management representative and with the prior approval from the employee's supervisor, employees wishing to work on a holiday and take a different day off in lieu of the holiday worked shall be paid at the regular rate for the holiday worked and will be excused for the scheduled day in lieu. Such rescheduling of holidays must be arranged and approved in advance of the holiday and the day off in lieu of the holiday must be taken within two pay periods.

Section 10.07 - When an employee is required to work on a holiday by the Employer, the employee will be paid at time and one half (1 ½) for the hours worked on the holiday. The employee will also be paid at the regular rate for the holiday or provided an alternate day off, within two pay periods.

11. VACATION

Section 11.01 - Vacation pay shall be earned based on compensated hours and prorated on an hourly basis.

Section 11.02 - Vacation shall accrue from the date of hire and may be used as accrued. Employees may not use more than they have accrued; time off in excess of available vacation is taken as leave without pay. Employees must use accrued vacation before taking leave without pay.

Section 11.03 - Rate of Accrual:

During years one through five:	10 days per year
During year Six:	11 days per year
During year Seven:	12 days per year
During year Eight:	13 days per year
During year Nine:	14 days per year
During years Ten through Nineteen:	15 days per year
Twenty years or more:	22 days per year

The maximum vacation that may be accrued is two hundred fifty (250) hours. Once an employee reaches 250 hours, they will not earn additional vacation time until part of the 250 hours is taken. Employees with more than 250 hours accrued at the time of signing of this agreement will have their hours frozen until they use vacation hours and their balance goes below 250.

Section 11.04 - Payment upon termination: Employees who have completed the introductory period and are terminated any time after 6 months of employment and have given the Employer at least one (1) week's notice shall receive prorated earned vacation pay, effective from the date of hiring, except employees who forfeit pay due to reasons stated below. An employee terminating or resigning will forfeit vacation pay for:

1. Failure to turn in their ID card, security badge, keys, or uniform;
or
2. Failure to provide one (1) week's notice; or
3. Termination for Just Cause.

12. SICK LEAVE

Section 12.1 - Employees will accrue sick time separate from vacation at a rate of one (1) hour for every thirty (30) hours compensated. For employees working full-time, this is about sixty-nine (69) hours per year, or just over eight (8) days. There is no cap on accrual, but employees may only carryover eighty (80) hours of sick time from one year to the next. The benefit year is based on the employee's date of hire.

Section 12.2 - Employees may start to use sick time as soon as it is accrued, and employees can only use what they have accrued unless they receive written approval in advance by their supervisor. Sick time will not be granted in increments of less than one (1) hour. Sick time may be used for any of the qualifying reasons outlined in applicable law.

Section 12.3 - For planned sick leave, employees must notify their supervisor at least one week in advance or as soon as is practicable. For unplanned sick leave, employees must notify their supervisor as soon as is practicable. Employees must complete a Time Off Request Form, either in advance for planned sick leave or when they return back to work for unplanned leave, to document the use of sick time.

Section 12.4 - An employee's use of sick time may run concurrently with other leave under state or federal law, including leave taken pursuant to the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA).

Section 12.5 - When an injury occurs in the course of employment, the injured employee may utilize accrued sick time to receive the difference between payments received under Workers' Compensation and their regular salary. In such instances, prorated charges will be made against the employee's accrued sick leave. In no event will sick leave payments in addition to Workers' Compensation extend beyond one year from the date of the injury.

Section 12.6 - Paid sick time is not to be considered as earned in the same manner as vacation. All accrued sick time is forfeited and will not be paid upon termination, resignation, retirement or other separation of employment. An employee rehired within twelve (12) months of separation is entitled to previously accrued sick time immediately upon reemployment.

Section 12.7 - The Employer will comply with all applicable laws related to sick time and will not discriminate or retaliate against employees for any reason connected to sick time.

13. INJURY LEAVE

Section 13.01 - Employer shall maintain Worker's Compensation coverage, as required by State Law, for all employees covered by this agreement. Employer further agrees that it will maintain its early return to work program by continuing to offer light duty as available to employees who have sustained a work-related injury and have been released to return to work with restrictions or for light duty.

14. FAMILY MEDICAL LEAVE

Section 14.01 - The Employer will comply with all terms and conditions of State and Federal laws pertaining to: Family Medical Leave Act (FMLA) and (OFLA) Leave Act. Eligible employees shall be entitled to leave as provided under and in compliance with these laws.

15. BEREAVEMENT LEAVE

Section 15.01 - Under the Oregon Family Leave Act (OFLA), qualifying employees may take up to two (2) weeks of unpaid bereavement leave upon the death of a family member, which is defined as the employee's spouse, parents, step-parents, children, step-children, sister, brother, mother- or father-in-law, grandparents, or grandchildren. Relay will comply with all provisions of OFLA, and any other applicable law, in administering protected leave related to bereavement.

Employees shall receive paid bereavement leave, based on the number of hours scheduled and missed, at the employee's regular straight time wage rate, up to a maximum of five (5) days, but no more than forty (40) hours for death of the employee's family member (as defined above). This paid leave runs concurrently with OFLA, and not in addition to, meaning that an employee can take up to two (2) weeks total of leave, but only up to five (5) days will be paid. Relay may require proof in order for the employee to receive the paid leave benefit.

Employees may also use accrued paid time off to cover absences related to bereavement.

16. HEALTH AND WELFARE

Section 16.01 - Medical insurance coverage will be provided for regular full-time employees through Relay's primary medical insurance provider, at Employer's expense, beginning the first of the month following the date of hire. Thereafter, the Employer will pay for medical coverage for the employee for every month following a month in which the employee has been compensated at least eighty (80) hours.

Section 16.02 - Dental insurance coverage will be provided for regular full-time employees through the Employer's primary dental insurance provider, at Employer's expense, beginning the first (1st) day of the next calendar month following the employee's date of hire. Thereafter, the Employer will pay for dental coverage for the employee for every month following a month in which the employee has been compensated for at least eighty (80) hours. Benefits of the primary dental coverage plan will be equal and comparable to the plan provided to Employer's top management personnel.

Section 16.03 - The Employer may offer secondary medical and dental plans as an option to employees. Eligibility for this alternative coverage will be the same as for the primary coverage. Coverage for the employee will be at Employer's expense except that if the premium is higher than the primary coverage the employee must pay the difference between the cost of the primary coverage and the cost of the alternative. No rebate will be paid to an employee for any savings or differences in premiums between primary and alternative dental coverage.

Section 16.04 - An eligible employee may elect to add his/her dependents to the medical or dental plan at the employee's expense, during the open enrollment period or other qualifying event. Employer's Flexible Spending Account (FSA) will be made available to employees for pre-tax savings for dependent premiums.

Section 16.05 - Short-term disability and life insurance coverage will be provided for regular full-time employees, at Employer's expense, beginning the first 1st day

of the seventh (7th) consecutive month of employment following the date of hire provided the employee has been compensated for at least eighty (80) hours during each consecutive month prior to the beginning of coverage. Thereafter, the Employer will pay for short-term disability and life insurance coverage for the employee for every month following a month in which the employee has been compensated for at least eighty (80) hours consistent with the provisions of the Plan document. Benefits of the short-term disability and life insurance coverage plan will be equal to the plan provided to Employer's top management personnel.

17. RETIREMENT

Section 17.01 - Employer will offer a 403(b) retirement plan with both pretax and Roth savings options. New employees are automatically enrolled at a pretax savings rate of two percent (2%) unless they choose to contribute a different amount or not to contribute at all. Employees may change their contribution amount at any time. Employer will make a matching contribution of fifty cents (\$0.50) of every dollar an employee contributes up to four percent (4%) of the employee's annual earnings. For example, if an employee contributes four percent (4%) of earnings to the plan, Employer will contribute another two percent (2%). Matching contributions are one hundred percent (100%) vested after two (2) years of service. Years of service are defined by the plan document.

Section 17.02 - After two (2) years of service, Employer will contribute three percent (3%) of an employee's wages each pay period directly into the employee's retirement account. If an employee has not yet set up a 403(b) account, Employer will set one up to make the contributions. Employees may not waive contributions in exchange for more salary or wages.

18. JURY DUTY AND COURT APPEARANCE

Section 18.01 - Employees are eligible up to ten (10) days of compensated jury duty leave after they have completed six (6) months of employment. Employees will be excused from work for compelled jury duty when they present their jury summons to their supervisor. The employee's supervisor should be notified at least two weeks prior to the first day the employee is requested to report to the courthouse or as soon as the employee receives the jury summons.

An employee must work his/her regular schedule on days when court is not in session, as well as the remaining part of his/her scheduled shift on any workday after he/she is excused from court. In order to receive payment for jury duty a record of jury service must be provided to the Employer. A regular full-time employee will be paid the difference between what he/she would have been paid for their regularly scheduled shift work and the amount received for jury duty pay

(excluding mileage) for up to ten (10) business days.

19. SENIORITY

Section 19.01 - Seniority shall be determined by the employee's length of continuous service with the Employer since the employee's last date of hire to work in one of the classifications covered by this Agreement. In recognition of the Employer's mission to train and employ workers with disabilities, the Employer will maintain two seniority lists, one for employees who are qualified under the AbilityOne program and one list for employees who are not qualified under the program.

Section 19.02 - If two (2) or more employees were employed in any classification on the same day, seniority shall be determined by hours worked for the Employer. The employee with the most hours worked would prevail.

Section 19.03 - Provided the employee is qualified to perform the work, the most senior employee shall have the right of first refusal, priority or otherwise prevail in the event of regular openings, lay-offs, reduction in hours, vacation scheduling and the scheduling of work on holidays. Determination of qualifications shall be the sole discretion of the Employer. This policy is subject to the following provisions:

- A. In view of the Employer's mission and contractual obligations, employees who qualify under the program shall have priority by order of seniority, followed by employees who do not qualify by order of their seniority, with respect to lay-offs, reduction of hours of work, hiring, scheduling workloads, shift scheduling, assigning job duties, and determining hours to be worked. Seniority, without distinction between qualified and non-qualified employees shall apply to scheduling vacations.
- B. When the Employer's workforce is in jeopardy of falling below the level needed to maintain the required percentage of work hours to comply with Federal and State set-aside laws, irrespective of any article or provision in the Agreement, the Employer shall have the right to lay-off or reduce the work hours of its employees who do not qualify under the program. The Employer will do so in order of non-qualified employees' seniority.

Section 19.04 - Provided the Employee is qualified to perform the work, the most senior laid-off employee shall be first offered reemployment. In view of the Employer's mission and contractual obligations, employees who qualify under the program shall have priority by order of seniority, followed by employees who do not qualify by order of their seniority for reemployment from lay-off. Determination of

qualifications shall be the sole discretion of the Employer.

Section 19.05 - The Employer will make reemployment offers to laid-off employees by calling the employee's last known phone number and if the employee is not immediately available, the Employer will leave a message. The employee will have forty-eight (48) hours to call back and accept or decline the position before the Employer offers the position to the next employee on the list. It is the employee's responsibility to provide a current phone number to the Employer.

Section 19.06 - Seniority will continue to accumulate on the following basis:

- A. During lay-off up to one (1) year.
- B. During an absence because of an on-the-job injury up to one (1) year.
- C. During an absence due to personal illness or injury up to one (1) year.
- D. After one (1) year in the situations described above, seniority "freezes" at the accumulated amount.
- E. All seniority expires (zeroes) when an employee:
 - 1. Voluntarily terminates employment with Relay Resources, or
 - 2. Is terminated from employment with Relay Resources for Just Cause.

20. SAFETY-SANITATION

Section 20.01 - The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end.

Section 20.02 - New employees without relevant landscape experience will receive up to three (3) days of safety evaluation and training under supervision from management on Employer-owned properties before being assigned to a crew. Thereafter, ongoing training and development of employees is the responsibility of the crew foreperson, under the supervision of and with support of management. Forepersons will communicate feedback and needs to management who will then provide resources or other assistance as necessary.

Section 20.03 - Employees working under this Agreement will be given opportunities to participate on appropriate Employer Safety Committees. Managers will conduct weekly safety meetings and employees are expected to provide input and ask questions during those meetings.

Section 20.04 - Any employee who believes that any working condition or machinery is unsafe shall call it to the attention of the supervisor and the appropriate Safety Committee.

Section 20.05 - No employee shall be disciplined for refusal to violate the Safety Codes or laws of the State in which they are working.

Section 20.06 - Employees are required to report accidents and unsafe conditions to a supervisor or other Employer official promptly once they know about an accident or unsafe condition. An employee may be disciplined for failure to promptly report accidents they are involved in or have personal knowledge of.

Section 20.07 - Any condition that the Union believes a violation of reasonable sanitation and or safety practices may be taken up through the grievance procedure.

Section 20.08 - The Employer shall provide a traffic-safe outer garment to employees required to work on streets open to traffic. Each employee shall be required to wear such safety and protective apparel devices and clothing as furnished by the Employer.

Section 20.09 - During Each calendar year every represented employee who has successfully completed their introductory period will be reimbursed up to one hundred dollars (\$100) the purchase of rain gear, safety boots, or other necessary work apparel. Receipts will be required to qualify for this reimbursement and all gear and apparel purchased must meet minimum safety standards as determined by Employer. Employees should consult with management prior to purchase if they have questions about gear or apparel.

The Employer will provide one pair of work gloves monthly upon employee request.

Quality rain gear will be provided to the employee as part of their uniform to be used for work activities only. Rain gear will be of quality material and durable and one piece will be replaced per year, either top or bottom, based on the employee's choice. Employees are responsible for keeping rain gear clean and presentable. Lost or stolen rain gear will be replaced at the employee's expense. All rain gear is the property of Employer.

Section 20.09 - All employees have the right to work in safety from bullying and violence. The Employer will investigate and take any available and appropriate action to protect the security of employees, customers and the general public. The Employer and the Union agree that the definition of violence includes threats (either verbal or behavioral) and any violent act itself.

Examples of verbal threats may include, but are not limited to: language that is abusive, insulting, intimidating or expressing intent to; hurt, punish or inflict injury

to; co-workers, supervisors, management, customers and the general public.

Examples of behavioral threats may include, but are not limited to: actions that indicate imminent danger or harm to; co-workers, supervisors, management, customers and the general public.

21. UNION REPRESENTATION

Section 21.01 - It is the desire of the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union when visiting a work site or contacting employees on Union business, during their working hours, shall first contact the crew supervisor or other manager in charge of the site. Arrangements must be made twenty four (24) hours in advance for visits to secure sites. Access will not be unreasonably denied by the Employer. The Union representative will not interfere with the work nor cause employees to neglect their work.

22. TOOLS

Section 22.01 - The Employer will provide all tools and equipment needed to perform the work of the represented classifications.

23. SHOP STEWARD

Section 23.01 - The Employer will not in any way discriminate against any shop steward for presenting any complaint, dispute, or grievance in the manner provided for in this Agreement.

Section 23.02 - The Union shall advise the Employer of the names of shop stewards currently elected or appointed. The full grievance procedure shall be available to the Union if it feels that its shop stewards have been discriminated against.

Section 23.03 - The Union will train stewards in their proper role as stewards.

Section 23.04 - The parties agree to the primary principle that union activities will normally be carried on outside of working hours. It is recognized, however, that there are reasonable limited deviations from this policy, such as the posting of union notices and distribution of union literature, which do not require a substantial periods of time. It is recognized by the Employer that stewards are desirable for proper administration of the terms of this agreement. It is also recognized that from time to time it will be necessary for an investigation and settlement of grievances to be carried out on working hours. The steward or union officer shall notify his/her supervisor prior to performing such grievance related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and the expected

duration of such absence. Where such activities are necessarily or reasonably, will be performed on Employer time without loss of pay. If the time cannot be granted due to operational necessity, the responsible supervisor shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activities. Such activities will be limited to the steward/employee involved and or union officer having direct responsibility for them.

Upon 10 day notification the Employer will grant leaves of absence for Union members, selected by the Union, for Union business, not to exceed 10 working days. The Employer will have the option of granting leaves for union business, during the times of October 1 to April 1. Any other times during the year must be pre-approved by the Employer prior to the leave being granted.

The Union shall pay directly to the employee his/her wages and mileage while on Union leave. Any withholdings and/or garnishments for which the union has received proper legal notice will be withheld from the employee's pay and/or expenses and paid as required by law. In addition, the union shall compensate the Employer for the employee's accrual of vacation time. The union shall pay directly to the Employer a prorated share of the employee's monthly benefits of health, welfare and pension contributions for each hour the employee would have worked while on Union leave.

24. PAYDAY

Section 24.01 - Payday shall be twice each month in accordance with current practice.

Section 24.02 - In case an employee is laid off or discharged by the Employer or the employee resigns, the employee shall receive pay in compliance with state law.

25. STRIKES AND LOCKOUTS BARRED

Section 25.01 - This Agreement is a guarantee that for its duration there will be neither strikes nor lockouts and that all complaints, grievances, or disputes arising under its provisions will be settled pursuant to the grievance provisions, except that the Union will not be barred from action after exhausting the grievance procedure in this Agreement with good faith attempts at settlement.

26. DISCIPLINE AND DISCHARGE

Section 26.01 - Employees who have completed the introductory period will be subject to discipline according to the principles of Just Cause. If an employee's work performance or conduct is unsatisfactory in the Employer's judgment, the employee shall be informed of the deficiency and expectation and given a period of time, consistent with the efficient operations and business and customer's needs, to

correct the deficiency. The principles of progressive discipline shall be followed, but both parties recognize that the seriousness of some offenses may be such that one or more of the normal progressive steps may be skipped. Progressive discipline may consist of oral or written warning, suspension or termination.

Section 26.02 - Employees may be disciplined for repeated unsatisfactory work performance, repeated tardiness, repeated absences, refusal to perform assigned work, insubordination or violation of standards of behavior reasonably expected of employees for which the Employer determines disciplinary action to be appropriate. The foregoing list of causes set forth examples only and is not intended to exclude other reasonable causes for disciplinary action.

Section 26.03 - Examples of serious offenses that may result in immediate suspension or termination include, but are not limited to: falsification of Employer records (particularly time or pay records), theft, threatened or initiated use of violence, on the job possession of illegal drugs or alcohol, reporting to work under the influence of alcohol or illegal drugs, duplication of keys, possession of non-work knives (except clasp-type knives of up to 4" blade length), firearms, explosives, disclosure of terms and conditions of work (with the exception of Union sanctioned activities), making derogatory remarks about the Employer to co-workers or customers, working for another company without written authorization of Employer, violation of security requirements, sleeping on the job and job abandonment. The foregoing list of serious offenses sets forth examples only and is not intended to exclude other serious causes that might result in immediate suspension or termination. This section also includes serious violations pertaining to company policies, procedures and customer contract requirement.

Section 26.04 - If the Employer has reason to reprimand an employee, it shall occur in a manner that is least likely to embarrass employees before other employees or the public, although it is recognized that this may not always be possible depending on the circumstances. If the Employer is conducting an investigation where the employee being questioned believes they may be subject to disciplinary action, the employee shall have the option of having a Union representative present at any such discussion.

27. GRIEVANCES, COMPLAINTS AND SETTLEMENT OF DISPUTES

To promote better Employer-employee relationships, both parties pledge their immediate cooperation to settle any disciplinary matter, grievance, or complaint that might arise out of and in the course of employment with the Employer. Any grievance or dispute, which may arise between the parties relating to the application, meaning, or interpretation of this Agreement, shall be settled in the following manner.

Section 27.01 - The Union or any employee claiming a breach of any provision of this Agreement shall refer the matter orally to the immediate supervisor within ten (10) business days of the date upon which the employee or the Union were aware of the occurrence. A Union representative may accompany the employee in any discussion of the matter.

Section 27.02 - If the matter is not settled within fourteen (14) business days of the reference to the supervisor, the Union may refer to the Landscaping Manager or Human Resources, provided that such reference shall be in writing, shall state the nature of the grievance, the date the grievance was filed, the facts upon which the grievance was based, the section of the Agreement allegedly violated, and the remedy sought.

Section 27.03 - If the matter is not settled within twenty (20) business days of being referred to the Landscaping Manager or Human Resources, the matter may be referred to the Vice President of Operations for reconsideration, review and settlement. The Vice President of Operations will review the dispute without prejudging and may do further investigation and research to establish facts. The Vice President of Operations will meet with the employee along with their Union representative if desired, in order to resolve the issue.

Section 27.04 - If the matter is not settled after being referred to the Vice President of Operations, either the Union or the Employer may call for mediation through the Federal Mediation and Conciliation Service or other mutually agreeable source. Both Union and Employer agree to meet and cooperate with the mediator in search of a mutually acceptable resolution.

Section 27.05 - If mediation is unsuccessful at bringing an issue to resolution acceptable to both parties, and if it is mutually agreed to by both Union and Employer, an arbitrator may be employed under terms agreed to by both the Union and the Employer at that time. The terms of the arbitrator's engagement must be reduced to writing and signed by an authorized representative of each side before any arbitration activity begins.

Section 27.06 - If a settlement cannot be reached at this level, the employee and the Union will have exhausted the procedure for dispute resolution provided for in this Agreement. The Union's sole remedy after exhausting this procedure is economic action under Section 25 of this Agreement.

28. WARRANT OF AUTHORITY

Section 28.01 - The officials executing this Agreement on behalf of the Employer

and the Union signatory hereto hereby warrant and guarantee that they have the authority to act, form, bind, and collectively bargain on behalf of the organizations which they represent.

29. SAVINGS CLAUSE

Section 29.01 - Should any clause of this Agreement to be proven illegal, the parties shall immediately meet and renegotiate only that portion found to be illegal.

Section 29.02 - This Agreement constitutes the sole and entire Agreement between the parties, and shall supersede all prior Employer policies and practices or prior understandings which are inconsistent with the terms of this Agreement, and prior letters of understanding not made part of this Agreement.

30. DRUG POLICY

Section 30.01 - The Employer reserves the right at its own discretion to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substance or drugs as a condition of employment. Employer and Union agree that the influence of drugs and alcohol represent a safety hazard, particularly in connection with driving and operating power equipment and must be stopped effectively and without delay wherever it is discovered. The Employer agrees to a policy preference for rehabilitation over discipline for employees who voluntarily request assistance and fully cooperate and comply with Employers Alcohol and Drug Policy. The Union recognizes that the Employer Alcohol and Drug Policy must comply with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991 as well as regulations contained in State and Federal service contracts.

31. PRODUCTIVITY

Section 31.01 - Both the Union and the Employer agree that maintaining industry standard productivity is important. If the Employer determines that an employee has fallen below industry standard productivity, the Employer will notify the employee and the Union. If after a reasonable amount of time the Employer determines that the employee's productivity remains below industry standard, then the Employer will meet with the union and the employee to determine if a Productivity improvement Plan (PIP) is appropriate. If so, the Employee will be required to participate in such a plan. If the employee does not complete the PIP, they may be required to return to the Employer's training program. If the PIP is successfully completed the employee shall remain in their current classification. If an employee who has been placed in the training program returns to the represented workforce, they will return with all previously accrued seniority.

32. TERM OF AGREEMENT


Section 32.01 – This Agreement shall be effective on signing and shall be in effect until June 30, 2023, with the exception of the agreed-upon wage opener in January of 2021.

Laborers' Local 483

 6-26-18

Ted Bryan 6-26-18

Relay Resources

 6/27/2018

 6/27/18

Stephanie Hayes 6/27/18

Schedule A – Wages

	7/1/2018	Change %	7/1/2019	Change %	7/1/2020	Change %
Tech 1	12.00	6.75%	13.00	8.33%	13.50	3.85%
Tech 2 (old)		3.00%				
Tech 2 (combine old and new)	12.73		13.78	8.25%	14.31	3.85%
Tech 2 (new)		10.10%				
Tech 3	13.15	3.00%	14.23	8.21%	14.78	3.87%
Enhancement Tech	13.34	6.75%	14.45	8.32%	15.01	3.88%
Vehicle/equip mech apprentice	14.60	3.00%	15.04	3.00%	15.42	2.50%
Irrigation Apprentice	15.12	6.75%	15.57	3.00%	16.04	3.00%
Crew Foreperson	17.14	8.00%	18.00	5.00%	18.45	2.50%
Enhancement Foreperson	17.54	6.75%	18.42	5.00%	19.00	3.20%
Spray Tech	17.89	3.00%	18.64	4.20%	19.20	3.00%
Vehicle/ Equip Mechanic	19.78	3.00%	20.57	4.00%	21.19	3.00%
Irrigation Specialist	21.03	8.00%	21.66	3.00%	22.31	3.00%