##  ­­­­­­Collective Bargaining Agreement

by and between

Balfour Beatty Communities, LLC

And

THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

LOCAL NO. 291

### NORTHERN GROUP PROJECT-

###  Mountain Home Air Force BASE

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**AGREEMENT**

This Collective Bargaining Agreement (this “Agreement”) is made by and between Balfour Beatty Communities, LLC, an individual employer and owner/operator of the Northern Group military family housing privatization project through a joint venture with the Department of the Air Force, a branch of the United States Department of Defense,  located on Mountain Home Air Force Base (the “Base”), and Local Union No. 291, I.B.E.W., effective as the date of execution by both parties.

As used hereinafter in this Agreement, the term “Employer” or “Company” shall mean Balfour Beatty Communities, LLC and the term “Union” shall mean Local Union No. 291, I.B.E.W.

As used hereinafter in this Agreement, the term “day” shall mean calendar day unless otherwise noted.

WITNESSETH:

WHEREAS, the Company and the Union have bargained collectively in good faith, with respect to wages, hours and other conditions of employment for employees in the bargaining unit hereinafter more clearly defined, and have reached agreement;

WHEREAS, this Agreement is the sole agreement between the parties hereto relating to the employees described in Article 1 hereof; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

**ARTICLE 1 UNION RECOGNITION**

1.1 ARTICLE 1 UNION RECOGNITION

 Pursuant to a Certification of Representative issued by the National Labor Relations Board in Case No. 27-CA-081759, the Company hereby recognizes the Union as the exclusive bargaining representative, for the purposes of bargaining collectively, as required by Section 8(d) of the Labor Management Relations Act of 1947, as amended, with respect to wages, hours and other conditions of employment for the Company's employees assigned to positions in the following bargaining unit:

1. All employees employed by the Company at Mountain Home Air Force Base, Idaho, but excluding resident specialists, finance specialists, life works specialists, work order administrators, managers, professional employees, confidential employees and supervisors as defined by the Act.

 2. Whenever the words “employee” and “employees” are used in this Agreement, they shall be construed to refer only to employees included in the bargaining unit as described in Paragraph (a)(1) of this Article, unless otherwise noted herein.

 3. All references herein to gender shall be construed as being equally applicable without any reservation to both males and females.

1.2 Introduction of Employees: Each new employee within the bargaining unit shall be introduced to the Union Steward by the supervisor in the activity to which such employee will be permanently assigned as soon as possible, but in no event later than five (5) calendar days after he/she reports to his/her supervisor for regular assignment. Each employee transferred from another position to the bargaining unit shall likewise be introduced. The Union Steward’s function under this section is to explain the duties of the Steward and the Union. The Union Steward will notify the Union in writing within five (5)calendar days after employment of the name, address, social security number, and rate of pay for each new employee who is within the bargaining unit. The Union Steward will treat all confidential employee information with the utmost confidentiality and will be responsible to safeguard the data at all times while in his/her possession. **The Union Steward shall act as an agent of the Union for purposes of monitoring compliance with this Agreement.**

1.3 Representation: The Union has the right to appoint no more than one (1) Steward and one (1) alternate at this location where workers are employed under the terms of this Agreement. Such Steward shall be allowed reasonable time (considered to be at least 15 minutes but not limited thereto) during regular work hours without loss of pay to see that the terms and conditions of this Agreement are observed at the Base. No Steward shall be discriminated against by the Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. The Union shall provide written notification to the Company with the name(s) of Union Stewards. The Steward or the alternate will notify the Facilities Manager or designated representative when leaving his work area for Union business.

(1.4 Union Security:

 1. All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the 31st day following the date of their employment or on the effective date of this Agreement, whichever is later.

 2. The Company agrees to make payroll deductions for dues upon proper authorization from its employees. Such amounts are to be deducted from the employee’s payroll bi-weekly and transmitted the following month by the 15th of the month to the Local Union together with a list of names of the employees for whom the payroll deductions were made. The Union is responsible to obtain signature cards and provide them to the Company’s Human Resources department for the proper payroll authorization.

1. The Union agrees that the Company incurs no liability from the collection of dues as provided herein.

**ARTICLE 2 UNION REPRESENTATIVE VISITS**

Within the Federal Government Security Guidelines and with the Federal Government’s authorization onto the Base, duly authorized representatives of the Union shall be permitted to visit worksites for the purpose of observing conditions under which employees are working. The Community Manager must be notified in advance of all visits by a Union Representative.

**ARTICLE 3 MANAGEMENT RIGHTS**

3.1 The Employer retains all rights and powers to freely and exclusively operate and manage its business, except as expressly provided or limited by this Agreement.

3.2 Without in any way limiting the generality of the foregoing, and except as provided by this Agreement, management rights to be exercised solely, exclusively and at the discretion of the Employer and its management include, but are not limited or confined to the right to:

1. require standards of performance and maintain order and efficiency;
2. direct employees and determine job assignments and working schedules;
3. determine the materials and equipment to be used;
4. implement improved operational methods and procedures;
5. determine staffing requirements;
6. determine the kind and location of facilities and services;
7. determine whether the whole or any part of the operation will continue to operate;
8. select and hire employees;
9. promote and transfer employees;
10. discipline, demote and discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent in the opinion of the Employer based upon objective, job-relevant criteria and exercised in good faith;
11. lay off employees for lack of work;
12. recall employees;
13. require reasonable overtime work; and
14. promulgate rules, regulations and personnel policies, provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

To the extent that the Employer already has or during the term of this Agreement chooses to exercise its right to require “standards of performance” as set out in subparagraph (a) above, or to modify such standards, it shall first inform all covered employees and the Union, in writing, of the content of all such standards of performance, and/or any modifications occurring during the term of this Agreement. To the extent the Employer already has or during the term of this Agreement chooses to “promulgate rules, regulations and personnel policies” as set forth in subparagraph (n) above, or to modify the same, it shall first inform all covered employees and the Union, in writing, of the content of all such rules, regulations and personnel policies and/or any modifications occurring during the term of this Agreement..

**As an agent of the Union, the Union Steward shall be provided full access to the Company intranet on the same basis as all other Company employees**.

3.3Failure by the Employer to exercise any management function or right reserved or otherwise retained by the Employer or its exercise, or failure to exercise, any management function or right in a particular manner, shall not be considered a waiver of the Employer's right and authority to exercise such function or right nor prevent the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

* 1. The Union waives any right to bargain regarding any decision made by the Employer, or its effects, on any matter enumerated or covered by this Article.

* 1. Nothing in this Agreement shall be construed as a waiver of the Union’s right to discuss with management any issue of concern to them.

**ARTICLE 4 PAST PRACTICES AND SCOPE OF THE AGREEMENT**

1. The parties recognize and acknowledge that each has had a full opportunity to present proposals for inclusion in this Agreement, including, but not limited to, proposals intended to memorialize or perpetuate past practices established prior to the effective date of this Agreement, concerning the parties in their dealings with each other, the Company’s dealings with its employees, the Company’s methods of operation, the practices followed by S.C. Jones Services Inc./Cornerstone LLC or any aspect of that company’s or its affiliates’ methods of operation or its dealings with its employees.

1. Accordingly, the parties specifically agree that there are no side letters or agreements, written or unwritten, which will be binding on either party, except as they may be included in the express provisions of the Agreement. The parties further agree that no past practice or procedure followed by any party prior to the effective date of this Agreement shall be binding on either party except as it may be included in the express provisions of this Agreement; provided however that this provision shall not be construed to apply to practices that may be developed or followed in the future and which either party may claim constitute an amendment to this Agreement.

1. Except as expressly provided herein, in the event of an arbitration or any judicial or administrative proceeding, concerning an alleged violation of any provision of this Agreement by either party, the Arbitrator, judge or other trier of fact is expressly prohibited from accepting evidence concerning, or basing an award or a decision on, proposals made or withdrawn during the negotiating of this Agreement or comments made by either party during such negotiations, or any evidence relating to any other events occurring prior to the effective date of this Agreement, including but not limited to: past practices, industry practice, bargaining history, previous methods of operation, dealings with the parties, or between the Company and its employees. or between S.C. Jones and its employees

**ARTICLE 5 COMPANY POLICIES**

Company policies with updates will be available to employees and to the Union Employees covered by this Agreement. Union employees will be governed by reasonable Company policies which are not in conflict with the terms and conditions of this Agreement or the terms and conditions of employment, which are mandatory subjects of bargaining. Certain of the Company’s current policies are attached hereto as appendices]. The Union understands that the policies attached hereto are not the only policies that are applicable to the employees: provided however, the Company agrees it will not attempt to enforce or apply any policy that has not been provided to the Union and to the employees by means of posting, email, hard copy distribution, intranet availability or any other means reasonably calculated to ensure that the Union and the employees are made aware of the policy.

**ARTICLE 6 SUPPORT REQUIREMENTS**

The Union acknowledges the responsibilities of the Company’s operations as they are related to its agreements with the Department of the Air Force with respect to the Northern Group Military Housing Privatization Project (the “Project”) which covers certain privatized housing located at the Base. The parties acknowledge that the Department of the Air Force and MHAFB Command, at its discretion, can make immediate demands in conjunction with the provision of property management services that support the Project’s objectives. Consequently, the Union acknowledges the responsibility of the Company as it relates to determining the activities to be performed by personnel versus third party subcontractors. The Union acknowledges that the Company may use third party subcontractors to perform services similar in nature to activities that may be performed by internal personnel, such as cleaning, painting and other activities associated with turning a housing unit upon change of occupancy provided such use does not result in a permanent loss of employment for any bargaining unit employee. In addition, the Company and Union agree that during the performance of the Company’s operations under the Project, the assignment of duties that fall outside of the normal work activities of the Employee’s given job description, including activities related to disaster, special maintenance and excessive change of occupancy work load, may be required to be outsourced to third party subcontractors in order for the Company to meet its service obligations under its property management agreement for the Project. The Company has the right to hire subcontractors in this regard for the purpose of fulfilling its contractual requirements under the Project, without subjugation of grievances by the Union.

**ARTICLE 7 STRIKES AND LOCKOUTS**

(a) The Union agrees not to cause any strikes, stoppages of work, slowdowns, sit-downs, stay-in, walkout, curtailment of work, interference with work or receipt of shipment of goods or materials, picketing of any of the Company’s operations, customers or sources of supply as a result of a strike at the Company’s operations, boycott or any other kind of activity which interferes with and/or interrupts the Company’s operations.

 1. The Union hereby agrees that it will immediately disavow, through its duly designated officers and representatives, any violation of Paragraph (a) and will promptly take such affirmative action as is necessary to cause such activity to cease and desist and to effectuate an orderly return to work.

 2. In the event there is any interruption of work, as defined above, the Company and the Union shall not consider the merits of that dispute, nor shall any arbitration proceed or continue on that matter until such time as the interruption has been terminated.

 3. Any employee or employees who violate any term of this Article shall be subject to immediate discipline, up to and including discharge, by the Company, subject to the grievance procedure.

 4. The Union agrees not to initiate, promote, finance, encourage, engage, participate directly or indirectly, or in any manner sanction any form of strike, work slowdown or stoppage or concerted activity during the term of this Agreement.

 5. The Company agrees not to cause or permit a lockout to occur during the term of this Agreement.

 6. This Article is a guarantee by each and both of the parties that there shall be no strike or lockout, as defined herein, during the term of this Agreement.

7. This Article does not prohibit an individual’s legal right to make any individual decision to honor a sanctioned picket line.

8. Any action initiated by the Air Force, Department of Defense or government agency that shuts down or prohibits entry on or exit from the Base will not be considered a lockout per the AFL-CIO definition pertaining to lockouts.

**ARTICLE 8 SECURITY CLEARANCE REQUIREMENTS**

(a) It is understood by and between the parties hereto that employees must be able to obtain and hold a security clearance consistent with the Company’s contractual requirements as a condition of continued employment. Employees shall also be subject to investigation for security clearance and/or unescorted entry authorization under regulations prescribed by the Department of Defense or any other agencies of the United States Government on Government work. Denial or loss of a clearance and/or unescorted entry authorization by such Governmental agency shall be just cause for termination. However, if through no action or fault of his own, and the employee diligently pursues an appeal to the Department of Defense or any other Governmental agency for a revocation of such denial action within seven (7)calendar days of denial, or loss of a clearance and/or unescorted entry authorization, the employee will be given a fourteen (14) working day un-paid administrative leave of absence for 0-5 years of service, or one (1) month unpaid administrative leave of absence for five (5) or more years of service, prior to termination. Employees may use accrued time off benefits to be paid.

(b) Prior to termination, the employee and his/her steward will have the right to discuss the situation with the Facilities Manager, Community Manager or designated representative, in order to present any facts that may be pertinent in the Company’s decision on whether or not to grant an extension.

(c) It is understood that there shall be no liability on the part of the Company for any termination growing out of the denial, loss or failure to obtain clearance and/or unescorted entry authorization by the United States Government; however, nothing in this Agreement shall preclude the individual from following any legal remedy he may have against any other person or organization by virtue of the termination under this clause. Termination because of denial, loss or inability to obtain security clearance and/or unescorted entry authorization by the proper United States Governmental Agency shall not be subject to the grievance or arbitration procedure, but such termination shall in no way diminish the right of the individual to pursue his appeal as outlined above. This clause shall not in any way diminish an employee’s right to pursue his rights under the terms of this Agreement when his termination or discharge is the result of action other than a security denial and/or unescorted entry authorization.

(d) Failure to meet government security requirements, including loss of Base access due to an employee’s own negligence, shall be grounds for termination without recourse to the grievance procedure.

**ARTICLE 9 NON-DISCRIMINATION**

(a) The Company and the Union will comply with all local, state and federal laws prohibiting discrimination in employment.

There shall be no discrimination between male and female employees and it shall be the policy of the Company to pay equal pay for equal job performance.

(b) Americans with Disabilities Act (ADA): The Union and the Employer will mutually support compliance with the ADA. If an employee is determined to be disabled within the definition of the ADA, the Employer will attempt to make reasonable accommodations as required by the ADA. The parties agree that any reasonable accommodation made by the Employer to comply with the ADA will not constitute a breach or violation of any provision of this Agreement. The provisions of this Article are not intended to allow a bargaining unit employee to displace another bargaining unit employee.

**ARTICLE 10 SAFETY**

10.1 Employees have the right to a safe and healthful workplace, to refuse dangerous work**.** The Company has the right to require safe work practices and the reporting of unsafe conditions

10.2 Employees have the right to refuse to perform work which would be considered to present a significant risk of personal injury by industry standards without risk of discipline or retaliation. In exercising this right, employees are required to inform an appropriate supervisor of the particular work in question and the particular risk believed to be involved.

10.3 Personal protective equipment (PPE) as required by applicable OSHA standards will be provided by the Company. Employees are required to maintain any PPE issued and, to the extent it becomes damaged or worn out , to request replacement

10.4 The Company will make every **commercially reasonable** effort to ensure that all equipment used in the course of performing work is maintained in a safe condition. Employees will report any equipment that becomes damaged, worn out or is otherwise not safe to use.

10.5 All employees will be provided with periodic safety and health training. Such training will address the nature of the jobs performed by employees, the hazards of such jobs, safe working processes and the reasons for them, the purpose, use and limitations of personal protective equipment , and other controls or precautions associated with or that could enhance the safety of that job or process.

10.6 The Company will provide first aid equipment and supplies in any centralized work facility as well as in each vehicle regularly used by employees.

10.7 If an upcoming project is reasonably expected to present unusual hazards, or a new Company policy with respect to such project is expected to apply, **such hazards and/or policies will be reviewed by a member of management (i.e. a managerial position) and the person or persons involved, prior to commencement of the project.** This provison will not apply if the policy was reviewed with the affected employees within the previous twelve (12) months. Examples of unusual hazards include but are not limited to exposure to possibly fatal disease and the presence of non-domesticated animals.

Unit employees will be eligible to participate in any performance –based incentive programs offered to other employees **at the site** including the current CEL Survey Gain Sharing Plan subject to the terms of the Plan as established by the Employer in its sole discretion. A written description of the Plan is attached to this Agreement as Appendix\_\_\_. There is no obligation on the part of the Employer to offer the same or a similar plan in the future.

A copy of the Employee Handbook and other documents describing current benefits are attached hereto as Company Policies as referenced in Article 5

* 1. ARTICLE 11 GROUP HEALTH INSURANCE - Medical, Dental, Vision and Supplemental Life Insurance, Flexible Spending Accounts and 401(k) Plan

The Company agrees to offer to the bargaining unit the same health insurance plan, life insurance plan, AD&D benefits and 401(k) plan that it provides to the non-bargaining-unit employees at Balfour Beatty Communities, LLC. The plans will be offered as they may be amended, changed or terminated, so long as the amendments, changes or termination also apply to the non-bargaining-unit employees. The specific provisions and procedures governing choice of carrier, eligibility, enrollment, benefit coverage, contribution to premiums and co-pays for services and plan design shall be the same as those terms offered to the non-bargaining-unit employees. Any changes to carrier, eligibility, enrollment, benefit coverage, contribution to premiums, co-pays for services, plan design or any other aspect of the plans will apply equally to bargaining-unit and non-bargaining-unit employees. The Union waives its right to bargain collectively concerning any aspect of the health insurance plan, life insurance plan, AD&D benefits and/or the 401(k) plan during the term of the collective bargaining agreement. It is understood that the Union is not waiving its right to bargain collectively concerning these matters upon expiration of the current collective bargaining agreement.

**ARTICLE 12 COMPLAINTS AND GRIEVANCES**

(a) Complaints: While not considered a “grievance” as defined hereafter, employees and/or the Union representative are encouraged to engage in informal discussions with the Company to attempt settlement or prevent problems prior to the written “grievance” being filed.

 (b) A grievance within the meaning of this Agreement shall consist of disputes involving the violation, interpretation, or application of a specific provision of this Agreement (as described on the Union Grievance form attached hereto as Appendix “H”) that may arise between the Company and the Union or between the Company and an employee or employees covered by this Agreement.

 (c) Timeliness and Steps:

No matter shall be considered as a grievance unless it is presented to the Company within ten (10) calendar days after the occurrence of events on which the grievance is based unless the circumstances of the case made it impossible for either the employee or the Union to know that the employee had grounds for such claim prior to that date.

1. Step 1: An alleged grievance shall be discussed between the Union Steward and/or other Union representatives and the Facilities Manager, Communities Manager (FM/CM, Human Resources representative) or other designated representative by the Company. The aggrieved employee may or may not be present at such discussion. The parties shall discuss the grievance and attempt to resolve the dispute. The Facilities Manager/Community Manager and Human Resources representative shall render a decision orally within ten (10) calendar days after the grievance is first presented and discussed. If the grievance cannot be resolved at this step, then both parties will state their respective positions in writing within ten (10) calendar days after the Facilities Manager/Community Manager or Human Resources representative has rendered a decision orally. Within ten (10) calendar days after this date, the grievance may be submitted, by the Union, on behalf of the aggrieved employee, to the next step.

2. Step 2: Upon written notice from the Union, the Company will schedule a grievance meeting with the Union to be held within ten (10) calendar days after receipt of the notice. The grievance meeting will consist of a Union Steward and a representative of the Union and a representative from the Employer. The grievant may be present as a witness at this meeting. The representative of the Employer will render a written decision to the representative of the Union within ten (10) working days after the meeting. Within ten (10) working days after the date of the written decision, the grievance may be submitted, by the Union, on behalf of the aggrieved employee, to the next step.

3. Step 3: Within fifteen (15) calendar days of the date of the written decision, either party may demand arbitration, in accordance with Article 14 of this Agreement.

1. The time limits may be waived only by written mutual consent of the parties. All time periods specified in this Article shall exclude Saturdays, Sundays and holidays.
2. The reason for discharge shall be given to the employee in writing at the time of the discharge and the Company will provide a copy to the Union

(e) Record of Disciplinary Action: The Company will consider reprimands or

disciplinary actions against an employee as cleared from his/her record after a twenty-four (24) month period from the date of issuance, provided that there have been no further infractions during that period. The employee’s record may be cleared earlier when, in the judgment of the Company, his/her past service record warrants such action.

**ARTICLE 13 ARBITRATION PROCEDURES**

1. During the term of this Agreement, any grievance which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure outlined above may be submitted to arbitration within fifteen (15) calendar days after receipt of the Company’s Third Step reply.
2. The parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternatively strike arbitrators from the panel with the loser of a coin toss striking first. The remaining name shall be the arbitrator. The parties may mutually agree to a specific arbitrator thereby waiving the above procedure.
3. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and the arbitrator shall not determine any question that lies outside the specifications of this Agreement. The arbitrator shall not have authority to add to, to subtract from, or to change any of the terms of this Agreement, to change an existing wage rate or to establish a new wage rate. In no event shall the same question or issue be subject to arbitration more than once. The decision or award of such arbitrator shall be final and binding on each of the parties, and they will abide thereby subject to such applicable laws and rules and regulations as any federal agency having jurisdiction may impose. The cost of the arbitrator’s services, and any other expenses incidental to the arbitration which are mutually agreed to in advance, shall be paid by the party who loses the arbitration. Each party shall bear the expenses of preparation and presentation of its own case. For the purpose of the Arbitration Procedure, Saturdays, Sundays, and holidays shall not be counted in the computed due date for any decision or appeal therefrom. In addition, any grievance being submitted to arbitration is subject to final resolution between the designated representative of the Union and the Company designated representative, prior to the grievance being presented to the arbitrator. In order to be subject to arbitration under the procedures set forth in this Agreement, the grievance must have been filed prior to the expiration of this Agreement.
4. (d) In order to be subject to arbitration under this Agreement, the grievance must have arisen prior to the expiration of this Agreement

**ARTICLE 14 COMPUTATION OF SENIORITY**

1. “Seniority “ as used herein is defined as the right accruing to employees through length of service with the Company which entitles them to the preferences provided for in this Agreement.
2. Employees will be credited with the bargaining unit seniority in the Maintenance Technician and Roads and Grounds occupational classification negotiated in the agreement between IBEW Local Union 291 and the Company.
3. When two or more employees in the same classification start on the same date, Seniority will be determined by the drawing of numbers, with the Union Steward present.
4. In the case of layoff, the Employer will give not less than two (2) weeks’ notice of the contemplated layoff to the employees affected and to the Union. Where however such notice is not feasible, the Company will notify the employee(s) and the Union as promptly as possible and give in lieu of said notice, one (1) weeks’ pay not to exceed forty (40) hours at the straight time rate of pay.
5. An employee with twelve (12) months or more of service to the Company who is laid off shall have callback rights for a period of twelve (12) months. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The Company shall be considered to have fulfilled its obligation for recall under this Article by sending notice of job openings to the employee’s last known address by certified mail. If the laid off employee fails to sign for the certified letter, or it is returned as unsigned by the post office then the Company is free to hire another individual. The employee shall express to the Company his/her intent to return to work in writing addressed to the Facilities Manager/Community Manager not more than seventy-two (72) hours after receipt of certified notice from the Company; thereafter, the employee will have a maximum of seven (7) days to report for duty.

**ARTICLE 15 PROMOTIONS AND UPGRADINGS TO POSITIONS WITHIN THE BARGAINING UNIT**

(a) Before employees are hired from the outside to fill vacancies in all positions within the bargaining unit, it is the intention of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work. In such instance, the most senior and qualified employee will be promoted. Maintenance Technician positions will be filled internally within the bargaining unit provided the employees have the requisite skill and ability necessary to perform the task. The phrase “skill and ability” includes but is not limited to an employee’s disciplinary record. The Union Business Representative will be notified in a timely manner in advance of promotions or upgrading becoming effective.

(b) The Company will use commercially reasonable efforts to provide ongoing training and cross training to keep employees’ skills updated on the equipment and systems for which they are responsible.

(c) Job vacancies will be posted on the Company’s bulletin board, and will be posted no less than five (5) regularly scheduled working days, prior to filling the positions; provided, however, that where compliance with the Project agreements and related terms and conditions, or scheduling, otherwise inhibits such process from being followed, the Employer retains the right to immediately fill any vacancy.

1. This Article shall not apply to positions outside of the bargaining unit.

**ARTICLE 16 WORKDAY AND WORKWEEK**

(a) As of the date of this Agreement, the payroll week for the purpose of computing pay consists of seven (7) consecutive twenty-four (24) hour periods, starting at l2:0l a.m. on Monday and ending at 12:00 p.m. the following Sunday. Employees will start and stop work at their assigned work hours. Changes to scheduled work periods require management approval.

(b) Shifts:

1. **,**The regular shift is eight (8) hours from 8am to 4:30 pm excluding a thirty (30) minute lunch break. All employees are expected to take a meal period, Employees are expected to take their meal period away from their desk and not perform work-related duties during their meal period.
2. Change in Shifts: Shifts will continue to be scheduled as established by this Agreement. Changes in permanent shifts will be made only as dictated by operational requirements and no shift change shall be made until the Union has been advised of such change.
3. The Company will establish a new shift to cover weekend call. One Maintenance Technician will be assigned to this shift**.(**hereinafter referred to as the Weekend Call Technician).The Company will ask volunteers to take the weekend shift. If no qualified employee volunteers, the position will be publicly advertised through Company recruiting policies and at least one local recruiting outlet (state unemployment office, local staffing agencies, etc.). The approved Company rotation system to cover weekend call will be in effect until the position is filled and will be reinstated during any periods when the position is vacant. For purposes of this provision a “qualified employee” is one who, in the judgment of the Company, is able to perform the work required with minimal assistance and supervision. Where the Company has filled the position for the weekend shift and such employee cannot work due to use of paid time off (vacation, sick or personal days) or other available leave,the Company will ask for volunteers to take the weekend shift and if no qualified employee volunteers, then the current approved Company rotation system to cover weekend call will be used..
4. The employee covering any on call shift will receive beeper pay in the amount of eleven dollars ($11) per day. No other employees will receive beeper pay.
5. Employees will be provided six (6) paid Established Holidays: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas and four (4) paid floating Holidays as per the procedures outlined in the Company Handbook; provided however, any employee who works a regular shift on an Established Holiday shall be entitled to take that holiday within the next thirty (30) days and provided further that an employee on call during an Established Holiday shall be entitled to work a regular shift on that day at his option.

* 1. ARTICLE 17 OVERTIME

Overtime is paid only to non-exempt employees and must be approved by their supervisor prior to working the overtime. Overtime may be required by the Company. In non-emergency situations the Company will provide two days’ notice. Wages, at an overtime rate, generally will be paid to non-exempt employees at time and one- half the regular straight time rate for all time actually worked over forty (40) hours per workweek, unless state law applicable to the employee’s work location requires the payment of daily or other overtime. Time off (whether paid or unpaid) is not counted toward overtime hours. Overtime may be required by the Employer if volunteers qualified to do the work are unavailable. The Facility Manager or Community Manager will assign overtime when no volunteers are available.

1. Breaks: A 15 minute break at 10am and a second at 2 pm will be permitted for each shift worked.
2. Paydays: Paydays will be, every other Friday. When a payday falls on a Holiday, payday shall be on the preceding workday.
3. On call pay will be port to port and begin when the employee leaves his original location. The Employer will provide cross training so that employees will be able to have reasonable relief from on call duty.

**ARTICLE 18 WAGES**

1. Wage rates shall be those set forth in Appendix “A”hereto which by reference is incorporated and made a part thereof. Annual wage increases, if any, will be subject to the eligibility requirements set forth in The Company Handbook and shall be in the same percentage amount as the wage increases, if any, implemented by the Company nationwide.
2. In the event the Company establishes a new or revised occupational classification in the bargaining unit, the salary rate applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon salary rate applicable to any such occupational classification. In such cases, pending results of the negotiations, the Company will establish the new or revised occupational classification and the Company- proposed salary rate applicable thereto and shall place such occupational classification and such salary rate into effect. Negotiated rates finally established which are higher than the Company-proposed rate will be paid retroactive to the date of the start of the occupational classification.
3. Nothing contained herein shall be construed as a guarantee of a wage increase or to prohibit the Company from exercising its discretion to pay an employee more than the minimum required under this Agreement.

**ARTICLE 19 JOB DESCRIPTIONS**

Job Descriptions can be found in Appendix “B.”

**ARTICLE 20 SEPARABILITY**

(a) Should any provision of this Agreement be declared unlawful by a court of competent jurisdiction or the National Labor Relations Board, it shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect.

(b) Both parties agree that in the event any covenant is deleted or rendered inoperative by processes of the preceding paragraph, this Agreement shall immediately be conformed to remove objectionable features.

**ARTICLE 21 BULLETIN BOARDS**

Subject to approval by the Government, one (1) bulletin board will be provided for the exclusive use of the Union and for the purpose of posting Union notices, such notices to encompass such subjects as: meetings and Union elections; appointments and results of Union elections; recreational and social affairs; and miscellaneous announcements. This bulletin board shall not be used for detrimental propaganda of any kind, nor shall it be used for the posting or distribution of payments or notices of political matters, advertising, nor for notices adversely reflecting upon the Company. All items must be approved by the Community Manager and business representative of the Union before posting to assure that detrimental propaganda is not posted.

**ARTICLE 22 NOTICES**

(a) Whenever notice is given under this Agreement, from either party to the other, it shall be in writing. Notice to the Company shall be addressed to the Facilities Manager and Community Manager, with a copy to the Senior Vice President of Human Resources or designated representative. Notice to the Union shall be addressed to the Business Agent or designated representative who shall keep the Company informed of their correct address. Employees shall keep the Community Manager/Facilities Manager informed of their correct address.

Notices shall be sent to the last known address furnished to the Community Manager/Facilities Manager by the employee, and shall be deemed to have been given as of the date received, or if returned to the Community Manager/Facilities Manager due to the employee’s having failed to keep the Community Manager/Facilities Manager informed of their correct address, the date such notice is returned.

# ARTICLE 23 TOOLS & EQUIPMENT

1. The Company shall furnish all tools and specialty equipment required for the safe and efficient performance of the employee’s duties in accordance with applicable OSHA standards. Damage to or loss of Company supplied tools caused by misuse, negligence or carelessness of an employee shall be grounds for discipline.. The Company agrees to replace any Employee provided tools damaged or lost during the performance of the employee’s duties under the Agreement. The employees are required to have a tool list to include the following: multi screw driver or variety of screwdrivers, nut driver set, channel locks, pliers (standard needle nosed), three (3) crescent wrenches (small, medium, large), razor knife, tape measure, wire cutters, wire strippers, cap light or flashflight, wonder bar-pry bar cat’s paw, one (1) hammer, wood chisel set, caulking gun and saws (wood hack etc).The Company shall not require employees to provide or furnish any other tools.
2. The boot allowance will be increased to $100 per year. A description of the type of boot required is contained in the **Employee Dress/Uniform Policy**.

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# ARTICLE 24 TERM OF AGREEMENT

(a) This Agreement shall be in effect from 12:01 AM the date of execution by both parties until Midnight on December 31, 2018, and shall be automatically renewed unless terminated, changed, or opened pursuant to the following conditions:

 1. If either party elects to terminate, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party of intention to terminate as of the expiration date of the Agreement.

 2. If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) calendar days, nor more than one hundred twenty (120) calendar days, prior to the expiration date of the Agreement, give written notice to the other party specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing and all items of the Agreement not specifically set forth in the written notice shall be limited to those outlined in writing and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.

 3. Parties may mutually agree to open specific articles or sections of this Agreement during the term of the Agreement.

IN WITNESS WHEREOF, the Company and the Union, each by its duly authorized Representatives, have executed this Agreement on the day of.

 SIGNED FOR SIGNED FOR

 IBEW LOCAL UNION 291 Balfour Beatty Communities, LLC

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