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LABOR RELATIONS MANAGEMENT DIRECTIVE		

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1.0 Purpose

The purpose of this Labor Management Directive (“the Directive”) is to set forth Constellis, LLC’s and its subsidiaries’ (herein, “Constellis” or “the Company”) requirements for complying with all requirements of the National Labor Relations Act of 1935 (“NLRA”), as amended, Collective Bargaining Agreements (“CBA”), as well as all applicable state and local laws.

2.0 Directive Summary

Constellis complies with all requirements of the NLRA and all applicable state and local wage and hour laws. If any state or local law conflicts with the Directive set forth below, the state and local law will control.

3.0 Scope

This Directive applies to all contracts held by Constellis or one of its subsidiaries which have represented employees.

4.0 Responsibility

The Legal Department, Senior Counsel, Labor & Litigation, and Director of Labor Relations, working directly with the President of North American Operations or President of Global Support Operations (hereinafter, “Business Line Presidents”), or their designees (“Program Management”), is responsible for managing all aspects of the labor relations program, including, but not limited to the following:

- Providing guidance relative to the National Labor Relations Act (NLRA) and other applicable federal and state laws;

- Negotiating and interpreting Collective Bargaining Agreement language;
- Interpreting Corporate policy and applicable employment law;
- Facilitating problem resolution and working to enhance the collective bargaining process;
- Assisting with grievances, preparing for mediation/arbitration proceedings, and responding to Unfair Labor Practice charges;
- Creating and cultivating positive Labor/Management Relations.

Project Management plays a key role in the above tasks as well with regard to labor related activities at their particular project location. It is the responsibility of Project Management to timely and accurately communicate all labor relations activities as outline in this Directive.

5.0 Definitions

Grievance. A formal complaint or allegation by an employee or group of employees made to unfair treatment or violation of a union contract.

Unfair Labor Practice. An unfair labor practice (ULP) is a violation of a right protected by the National Labor Relations Act (“NLRA”) of 1935, as amended. The rights provided by the Act are part of the basic mechanisms by which the parties are protected in the exercise of their rights.

Collective Bargaining Agreement. A written document setting forth the terms and conditions of employment, grievance procedures, and any other matters resulting from collective bargaining.

6.0 Directive

6.1 **Grievances**

- 6.1.1 Project Management is responsible for ensuring grievances are immediately reported to their Program Management, as well as Labor Relations. The date/time a grievance is received must be noted on the front of the document. The preferred method of notification is via email with a copy of the grievance included as an attachment.
- 6.1.2 Grievances must be handled in accordance with the terms of the CBA. Be especially cognizant of the agreed upon time limits involved for the presentation of a grievance and/or the appeal of a step response. Insist that the union respect and adhere to the time limits, just as management is expected to do as well.
- 6.1.3 Responses, amendments, or appeals of any grievance made by a union shall be immediately reported to Program Management, as well as Labor Relations.
- 6.1.3 Once the grievance meeting has been held, based on the Step at which the meeting was conducted, as well as requirements of the CBA, it may be necessary to provide a written response. Prior to providing the union/grievant a response, it is important to:
 - Isolate the fact(s);
 - Isolate the issue(s) and/or specific action(s) that has been challenged;

- In consultation with Labor Relations and Program Management, interpret the applicable CBA or policy section, considering past practice;
 - Consider possible answers to the grievance, remaining cognizant of issue(s), facts, and future implications.
- 6.1.4 Once all considerations have been made, commit the grievance response to writing. It is important to:
- Be concise and avoid excessive details. Focus on answering the grievance;
 - Draft the response as soon as possible after the meeting;
 - Avoid statements that antagonize the union and/or grievant;
 - Avoid broadening the issue.
- 6.1.5 Prior to presentation to the union/grievant, any written response must be reviewed by corporate Labor Relations.
- 6.1.5 Forward a copy of the completed grievance, inclusive of all responses and supporting documentation to corporate Labor Relations. Ensure that any appeal to arbitration is immediately reported to Program Management and corporate Labor Relations.
- 6.1.6 Any grievance elevated to arbitration will be evaluated based on the facts, input from Program Management, and past practice(s) as to its suitability for arbitration. Final decision as to the merits of any grievance to warrant arbitration will be made after consultation with corporate Legal, Program Management, and Labor Relations.
- 6.2 Unfair Labor Practice**
- 6.2.1 Upon receipt of any documentation from the National Labor Relations Board alleging a ULP, representation petition, or any other matter, immediately contact corporate Labor Relations and send all documentation you are in receipt of.
- 6.3 Collective Bargaining**
- 6.3.1 Labor Relations is responsible for the negotiation, amending, or any other modifications of Collective Bargaining Agreements in strict consultation with the applicable Business Line President, or their designee.
- 6.3.2 Any proposed or contemplated changes to a Collective Bargaining Agreement must be coordinated through Labor Relations and the appropriate Business Line President or their designee. Individual sites shall not enter into any agreement with its labor union that changes or alters the CBA without coordinating such action(s) with corporate Labor Relations and the Business Line President or their designee.

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1.0	7/11/2018	Director of Labor Relations	Initial Version
2.0	2/21/2022	Kevin Morris	Updates throughout to match titles and other operational changes