

COLLECTIVE BARGAINING AGREEMENT

Between

HMG LLC

And

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

Effective from March 29, 2015 through March 31, 2018

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PREAMBLE

THIS AGREEMENT is entered into between HMG LLC (hereinafter referred to as "Employer" or "Company") and Transport Workers Union of America, AFL-CIO Local 527 (hereinafter referred to as "Union"). It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Company and Employees covered under this agreement. It is also the intent to ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment. It is the primary goal of the parties to exceed all mission requirements and expectations of the United States Army at Fort Lee, Virginia.

In consideration of the material promises and agreements herein contained, the Employer and the Union hereby agree as follows:

ARTICLE 1. SCOPE OF AGREEMENT

Section 1.1 Union Recognition For the term of this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent, originally certified per NLRB Certification #5-RC-15505, with respect to wages, hours, and conditions of employment. The term "employee" as used herein shall include only those individuals, employed by the Company at the Fort Lee Public Works Service Project, in the job classifications listed in Schedule A. The term does not include employees of the Company at other locations or projects sites. Excluded are temporary employees, confidential employees, managerial employees, office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

Section 1.2 Coverage Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2. MANAGEMENT RIGHTS

Section 2.1 Employer retains the sole right to manage the affairs of the business and to direct the working forces. It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the Commonwealth of Virginia and the United States. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- a. Determine the services to be provided; methods and schedules of operation, work and services; the type of equipment used; and the sequence of processes, work and services;
- b. Hire and determine the number of employees to be employed;

- c. Use independent contractors and consultants to perform work or services;
- d. Close down, relocate, subcontract, or contract out the Employer's operations or any part thereof, in accordance with Article 8- Contractual Work;
- e. Maintain discipline among employees, including the right to make and revise rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees;
- f. Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge for just cause, suspend or otherwise discipline employees, to promote, demote, or transfer employees, to assign work, to assign employees to shifts, assign routes, assign makeup of teams, and determine the amount of work needed, and to lay off employees;
- g. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- h. Control and regulate the use of machinery, facilities, equipment, and other property of the Employer;
- i. Determine the number and location of Employer's facilities.
- j. Appoint employees to Lead and Foreman positions and abolish such positions.

Section 2.2 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof. Any matter not contained and expressly provided for herein remains the exclusive province of the Employer.

Section 2.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the Commonwealth of Virginia and the United States.

ARTICLE 3. ACCESS AND ADMITTANCE & STEWARDS

Section 3.1 It is hereby understood and agreed that if and when non-employee union representatives are permitted access by the Army to the site on which the Company's operations are located, such representatives shall have access to the Company's work site for the sole purpose of investigating grievances and safety complaints; and for conducting other business related directly to the bargaining unit. Said privilege to be exercised so that no employee is interrupted during working time for the purpose of conducting union business. Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings serviced by the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. Visitation shall not be in areas or at times that would be detrimental to the management and function of the operation. Such representatives shall inform a member of management of the nature of their visit prior to admission to Company premises and of their departure when the visit is completed. Approval for such admission to Company premises will be granted unless operational activities require delay in time or date. All other union business of such representatives shall be conducted off site.

Section 3.2 The Union will provide to the Company an initial listing, upon contract ratification and updates as changes occur, of all Union Representative and Bargaining Unit Officers that are permitted to act in their behalf at Ft. Lee Directorate of Public Works (DPW) Service Project on a normal basis.

Section 3.3 Union Stewards. Upon execution of this Agreement, the Union shall promptly furnish the Human Resources Manager, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the Human Resources Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment.

Section 3.4 The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance which the employee desires him to present.
- b. To investigate a complaint or grievance before presentation to the appropriate supervisor.
- c. To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement.

Section 3.5 A Union Steward may take only reasonable and necessary time during work hours to carry out his responsibilities as set forth above and this time may not unreasonably interfere with assigned duties. These activities will be carried out with minimum disruption to the operations. The Steward shall not solicit complaints or grievances during paid company time.

Section 3.6 Stewards shall be assigned as follows: two shop stewards and two alternates and additional shop stewards will be by mutual consent.

Section 3.7 A Steward shall secure permission from his supervisor before leaving his work station and will report back to his supervisor upon return to his work station. Permission will be granted unless operational activities are affected. Before entering the work area of another supervisor, the Steward shall contact and secure permission from that supervisor, who shall grant permission unless operational activities are affected. Upon entering the work area of another supervisor's responsibility, the Steward will contact the supervisor and explain the nature of his visit before attempting to contact any employee. Upon his departure, the Steward will inform the supervisor in the area in which he is visiting that he has concluded his business and is leaving the work area.

Section 3.8 The Company will pay Stewards at their regular straight time rate for the reasonable and necessary time for grievance consultations and/or grievance meetings during their regular work shifts. The Company will not pay for any other time a Steward is removed from his work to serve the Union in any official capacity or to serve on any Union committee.

Section 3.9 A copy of all personnel actions affecting employees covered by this agreement, such as changes in address, phone numbers, name, employment status, job classification, hourly wages, Medical leave, military leave, resignations and retirement shall be given to the union's designated representative.

ARTICLE 4. SENIORITY

Section 4.1 Seniority within the collective bargaining unit shall be based on the Fort Lee Services hire date of each employee. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employee's Social Security Numbers, the most senior being the employee with the lowest number. Employees who successfully complete their probationary period shall be granted seniority to date of hire.

Section 4.2 An employee will lose his/her seniority for the following reason:

- The employee resigns
- The employee is discharged for cause.

Section 4.3 Seniority shall be lost within the bargaining unit for an employee who transfers to a non-bargaining unit position for more than 60 days.

Section 4.4 An agreed to seniority list shall be made available to the Union and Stewards on an annual basis. Such list shall contain each employee's name, date of hire, assignment area, classification and bargaining unit seniority date.

Section 4.5 Reduction in Force Employees shall be displaced, laid off, or recalled according to seniority based on their Union seniority date at Fort Lee and covered under this CBA. Employees shall be given as much notice of the intended layoff as the Company receives from the Contracting Officer. The Company will endeavor to provide thirty (30) days' notice, however, there will be a minimum of ten (10) working days' notice of any intended layoff.

Section 4.6 If a Reduction in Force (RIF) or government generated cutback and/or employee displacement is necessary, the least senior employee in the affected classification will be notified and will be permitted to bump a less senior employee occupying a different job classification provided that: 1) the classification is of less or equal pay than the employee's present classifications, and 2) the employee is qualified to perform the duties of the job classification.

Section 4.7 It is agreed and understood by the parties that any and all lead positions are not considered a classification under this agreement.

Section 4.8 An employee maintaining a temporary status as described in Section 11.4 will be considered the least senior employee. Temporarily upgraded employees will be returned to their status prior to upgrade, if the position is required during bumping procedures.

Recall after a layoff shall be in accordance with the seniority of the qualified, terminated employees. Employees, who are terminated or displaced as a result of a layoff, shall remain on the recall list, by seniority for two (2) years.

Section 4.9 The Union will be provided an updated seniority list after a RIF.

Section 4.10 Specialized training/technical experience shall override seniority guidelines when specific technical expertise is required to accomplish the mission, such as the repair of certain types of electronic equipment or critical equipment and systems.

ARTICLE 5. JOB VACANCIES

Section 5.1 This Article applies to new positions and open positions that are within the jurisdiction of this collective bargaining agreement. Notices of open positions shall be dated and shall be distributed to each work area and posted on employee bulletin boards within two (2) working days from the date of the notice. Notices shall include a closing date that allows employees seven (7) calendar days from the date of notice to apply for open positions, unless the position must be filled sooner because of work requirements and the union is notified. The Employer shall determine the qualifications and seniority of each applicant. For all vacancies, the qualified senior applicant shall be given an opportunity to accept or refuse the vacancy. The employer may fill a vacant position with a person from outside of the company if the employer determines that no eligible current employee possesses the desire and ability to adequately perform the job at the present time. This process will continue until all approved vacancies are filled. All notices shall include the following information:

1. Date of notice (the start date of the job bid)
2. Closing date (unless open until filled)
3. Type of work
4. The job classification
5. The place of work
6. The rate of pay
7. The hours to be worked (if other than regular hours)
8. The minimum qualifications for the position

Section 5.2 A newly promoted employee shall serve a probationary period of ninety (90) calendar days. The employee, upon being promoted, shall be paid the rate of pay for the position effective the first day the employee commences work at the new position. If during the probationary period, the employee request to be returned to his/her former position, the Employer shall honor such request. In the event that the employee's work performance is not satisfactory, the Employer shall have the right to return the employee to his/her former position.

Section 5.3 When qualified internal candidates are not available, the company will select a laid-off qualified IAP Worldwide Services or HMG LLC bargaining unit applicant who worked in this bargaining unit on or after March 4, 2015 for the vacant position. Candidates covered by this section who were terminated for cause will be considered unqualified. The union agrees that employment for these applicants is contingent upon a favorable drug screening and background check and will be considered newly hired employees who are subject to the ninety day probationary period as written in this Article.

ARTICLE 6. BULLETIN BOARD

Section 6.1 The company shall provide space for an appropriate quality bulletin board of a maximum size of three (3) feet by four (4) feet for the exclusive use of the union for the posting of notices of meetings, bulletins and other union matters. Upon specific requests by the union, the company may approve additional bulletin boards to accommodate crew reorganizations, crew relocations, project growth, or unit membership growth. Approval will not be unreasonably withheld by the company. The union agrees that the bulletin boards space provided shall be used exclusively for matters relating to or of general interest to the bargaining unit.

Section 6.2 All notices to be posted must bear the approval for posting of the appropriate local union representative and are subject to removal by the Human Resource Department or Union if not so approved.

ARTICLE 7. SAFETY PRACTICES

Section 7.1 The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards that the employees may encounter at their places of work.

Section 7.2 The employee will notify the Employer verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of any alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

Section 7.3 The Company and the Union agree to work together to ensure maintenance of safe work environments and to prevent accidents.

ARTICLE 8. CONTRACTUAL WORK

Section 8.1 The right of contracting or subcontracting is vested in the Employer. Additional employees who are hired by the Company to accommodate any expansion of services and/or workload on a consistent and routine basis shall be covered by this Agreement.

Section 8.2 It is the intention of the Company to engage in its practice of subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities, or available manpower. The Company also will comply with the subcontracting requirements of its Government contract or when the customer directs the Company to subcontract work.

Section 8.3 Persons not covered by the terms of this Agreement may temporarily perform work covered by this agreement to provide coverage for work not being performed by member of the bargaining unit due to absence from work or in cases of emergency.

ARTICLE 9. NO STRIKE – NO LOCKOUT

Section 9.1 Neither the Union, its officers, or agents nor any employee will authorize, encourage, sanction, initiate, participate in, promote, sponsor, honor, support or condone any strike or work stoppage, including a sympathy strike, walkout, slowdown, refusal to work, refusal to work overtime, sit-in, sick-out, concerted work stoppage or any intentional interruption of work, demonstration against or picketing of the Employer, nor other form of economic action or other interference with the operations of the Employer, during the term of this Agreement. Any employee or employees who engage in these prohibited activities shall be subject to disciplinary action up to and including immediate termination of employment. The Employer will not lock out the employees during the term of this Agreement.

Section 9.2 In the event of a violation of Section 9.1, the Union, its officers and agents agree that they will use their best efforts to end such prohibited conduct, utilizing every possible means to include:

- a. Requesting through personal contact or meeting with employees that they comply with this Agreement and not take part in any prohibited conduct.
- b. Notification to all employees that such prohibited conduct is unauthorized and in violation of this Agreement.
- c. Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

ARTICLE 10. GRIEVANCE PROCEDURE

Section 10.1 For purposes of this Agreement, a grievance is defined as a dispute between the Company and the employees covered by this Agreement concerning the application and interpretation of a specific provision or provisions of the Agreement as written. A controversy as to any matter not specifically covered by an express provision of this Agreement, or which arose prior to the signing of this Agreement, shall not be subject to the grievance or arbitration procedures. This grievance procedure is to be the sole and exclusive remedy for alleged violations of this Agreement by the Employer, its officers, employees, and/or agents. All grievances shall be processed in the following manner.

Step One. Within ten (10) working days of the occurrence of the incident giving rise to the grievance, or within ten (10) working days following the date the employee first reasonably should have known of the events giving rise to a grievance, with the objective of settling the matter informally, the affected employee shall first discuss the matter with the immediate supervisor, and with a Shop Steward if she/he so desires. Failure to file a grievance within this ten (10) working day period, or to process the grievance within the

time limitations set forth in this Article 10, constitutes a waiver of the grievance. All step one decisions will be non-precedent setting.

Step Two. If the aggrieved employee is dissatisfied with the immediate supervisor's response, the employee with or without the Steward, shall within Ten (10) working days from the date of the decision given by the aggrieved employee's immediate supervisor, present such grievance in writing to the Site Manager or his/her designee. The Company designated representative will assign a tracking number to the grievance upon receipt.

The written grievance shall contain the following:

1. A statement of the occurrence giving rise to the grievance, containing all known pertinent facts;
2. The Article and paragraph of this Agreement alleged to have been breached or violated, and the manner it was breached or violated;
3. The date, time and place of the alleged violation;
4. The names of the persons present, if known, having direct personal knowledge of the facts involved;
5. A statement of what the aggrieved considers a reasonable and appropriate adjustment of the grievance.
6. The Grievance shall be signed by the grieving employee.

Grievances missing any of the above elements shall not be considered. The Site Manager or his/her designee shall give the employee and/or the Steward a written answer to the grievance within ten (10) normal working days of the receipt thereof.

Step Three. If the matter is not resolved by the Site Manager, then the complaint or grievance shall, within ten (10) normal working days after the date of the decision given by the aggrieved employee's Site Manager, be submitted to the COO or his/her designee. Within ten (10) normal working days from the receipt of the aggrieved employee's Site Manager's decision from the Grievant and/or Union, the COO shall submit his/her answer to the aggrieved employee, copy to Union Representative, copy to the Site Manager.

Step 4-Arbitration. If the grievance is not satisfactorily resolved in Step Three, the Union may, within ten (10) working days after receipt of the Step Three answer, request that the grievance be resolved by an impartial arbitrator. Such a request must be in writing and must be submitted to the Company's COO. If the Union fails to request arbitration within ten (10) working days after receipt of the Company's Step Three answer, the matter shall be considered settled based on the Company's Step Three answer.

In the event arbitration of the grievance is requested, either party may, within ten (10) working days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the Company shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The grieving party shall strike the first name.

The decision of the arbitrator shall be final and binding on the parties; however, such decision must be limited to the interpretation and application of the specific provisions of the Agreement, and the arbitrator shall not have the authority to modify or amend the provision of this Agreement. In addition, the arbitrator's decision shall be limited to the issues or claims specifically set forth in the written grievance submitted under Step Two and Step Three. The arbitrator shall not make any finding or determinations or rule on any claims or issues not expressly contained in the written grievance nor shall he consider or give weight to any matter, evidence or testimony relating or pertaining to issues or claims not contained in the written grievance. The arbitrator shall hear only one grievance at a time.

Each party shall bear one-half (1/2) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party. Each party is wholly responsible for, and will bear the entire expense of, its own attorney(s), expert witnesses, fact witnesses, and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

Section 10.2 The time limitations set forth in this Article 10 are of the essence of this Agreement and may be extended only by mutual written agreement. The Employer's reply to a grievance will be considered final and binding at any level of the grievance procedure and the grievance closed, if written notification to the contrary is not received within the applicable time limits set forth above. This type of a resolution of a grievance shall not constitute a binding precedent upon the parties in the event of an occurrence of a similar situation in the future. If the Employer does not comply with the time limitations, the Union shall have the right to proceed to the next step of this procedure. For purpose of computing time under any of the provisions of this Article, the day of the occurrence, answer, or meeting shall be included in the calculation of time. Grievances not raised and processed in accordance with the above procedure and time limits will be waived and will not be considered.

Section 10.3 In anticipation of and/or during the processing of a grievance through its steps as described herein, the Company shall supply to the union, upon written request, information that "is relevant and necessary" to allow the union to bargain intelligently and effectively with respect to wages, hours and other conditions of employment discussed in the grievance in order to effectively resolve that grievance with the Company.

Section 10.4 The Union or the Employer may initiate grievances by complying with Step 2 of this grievance procedure.

ARTICLE 11. PROBATIONARY PERIOD AND EMPLOYEE CLASSIFICATIONS

Section 11.1 New Hire Probationary Period All new employees shall be considered probationary employees until they have completed 90 calendar days of employment in the same job classification. The employer shall be the sole and exclusive judge in deciding whether to continue any probationary employee's employment. The probationary period may be extended by mutual agreement of the Employer and Union. It is recognized by the parties to this Agreement that the probationary period is part of the employer's employment selection process, and the assignment or retention of any probationary employee shall be solely at the employer's discretion. It is understood that any disciplinary action, up to and including discharge, taken against the probationary employee shall not be subject to the grievance procedure provided in this Agreement.

Section 11.2 Regular Full-Time Employee A regular full-time employee is an employee who is regularly scheduled to work 40 hours or more per week.

Section 11.3 Regular Part-Time Employee A regular part-time employee is an employee who is regularly scheduled to work fewer than 40 hours each week. The part time employee can work a set schedule or have a schedule which changes each week.

Section 11.4 Temporary Employees Temporary employees shall be considered regular employees after they have completed 120 calendar days of continuous employment in the same job classification, unless retained longer than 120 calendar days for the purpose of work resulting from the approved leave of absence of a regular employee.

ARTICLE 12. DISCIPLINE & DISCHARGE

Section 12.1 Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, with employees having the right to defend themselves against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the occurrence or the condition giving rise to the action, or within fifteen (15) working days of the date the Employer should have known of the occurrence or the condition giving rise to the action. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union.

Section 12.2 Counseling or disciplinary action should be consistent with the severity of the offense, circumstances, frequency of occurrence, impact to organization, prior counseling or disciplinary action history and/or, impact to other employees and our customer(s). The intent of discipline is to correct unwanted, undesirable or unacceptable behavior and should normally be progressive in nature. Depending of the severity of the problem, the employees work record and the number of occurrences; there may be circumstances when the Company may bypass progressive disciplinary procedures.

Section 12.3 Employees who are excessively absent, late, or leave early negatively impact the Company's operations and create hardships for those employees who regularly and promptly report to work. Time off from work taken by the employee in excess of the time off authorized by this agreement may be considered absenteeism by the Company. Absences due to the use of time off from work authorized by this Agreement and/or the Family Medical Leave Act by itself shall not be viewed by the Company as absenteeism.

Section 12.4 Disciplinary actions shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed from the occurrence provided that additional disciplinary actions against the employee have not been taken.

ARTICLE 13. EMPLOYEE HEALTH

Section 13.1 In order to provide continuing health protection for the employees, it shall be the policy of the Employer that upon initial employment, each employee at the Employer's expense may be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.

Section 13.2 Employees may be required to submit to a physical or mental examination from a physician designated by the Employer at the Employer's expense, when a concern arises regarding the physical or mental ability of the employee to perform the duties of employment.

Section 13.3 Employees must comply with the Drug Free Workplace Act as a condition of continued employment. See the mutually agreed upon Agreement on Alcohol and Drug Testing, attached hereto as Attachment B and incorporated by this reference herein.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

Section 14.1 It is the continuing practice of the Union and the Company that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religion, national origin, sex, veterans status, genetic information, marital status, disability, pregnancy, childbirth or related medical conditions, or any other classification protected by federal, state, or local law. Discrimination complaints shall be resolved through the Company or the appropriate State and/or Federal agency, or deferred to the grievance procedure when applicable. It is also understood that the Union will continue to cooperate with the Company in maintaining any applicable Affirmative Action Program to ensure the equality of opportunity in all aspects of employment.

ARTICLE 15. AGENCY SHOP CLAUSE AND CHECK OFF

Section 15.1 All employees shall, as a condition of employment, be required to make periodic tender of money to the Union in an amount not to exceed the cost of collective bargaining and representation. The first such tender is to be made within fifteen (15) days following completion of thirty one (31) days of employment or the effective date of this Agreement, whichever is later.

Failure of an employee to comply with this requirement shall, upon written request of the Union, result in the termination of such employee. Employees who are terminated by the Company prior to the expiration of their initial ninety (90) day probation shall upon written request receive a refund of their dues from the Union. This Section shall not preclude any employee who wishes to voluntarily become a member of the Union from doing so.

Section 15.2 When a new employee is hired in a job classification listed in Schedule A, the Company agrees to furnish to the Union the following information with fifteen (15) calendar days of the employee's hire date: name, address, hire date, classification, job location and shift assignment. The Company shall inform all newly hired employees of the "Agency Shop Clause" during employee orientation. The Company shall allow the Union President or his/her designee to make its presentation to new employees with fifteen (15) calendar days of the employee's hire date during working hours.

Section 15.3 It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment. If the terms of this Agency Shop Clause are, in the future, declared unlawful by a court of competent jurisdiction, the provisions of the Article shall not apply.

Section 15.4 The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense, including attorney fees, arising out of the discharge of any employee or payroll deductions made pursuant to this Article, and the Company shall not be required to make any investigation of, but shall be entitled to rely on any representation made by the Union with respect to the discharge of any employee for failure to comply with the requirements set forth in this Article. In the event it is determined by any proper judicial or quasi-judicial forum that any employee was improperly discharged or a deduction(s) improperly made by the Company acting on the Union's advice, the Union will indemnify and hold the Company harmless from any and all claims.

Section 15.5 The Union shall furnish the Company a letter stating the Union dues formula to be used to compute monthly deductions. Such a letter shall be in effect for the duration of the Agreement unless modified by the Union. The Company agrees to deduct Union dues from the pay of those employees who are employed during said month and who have executed and furnished the Company, via the Union, a form authorizing payroll deduction of Union dues.

Section 15.6 The Union shall submit payroll deduction authorization forms to the Company by the 15th day of each month. Each authorization form shall contain the name, social security number, employee number and signature of the employee executing the

form. The Union accepts responsibility for the authenticity of each authorization form. Authorization forms which are incomplete or in error will be returned to the Union immediately for correction. The Company shall begin payroll deductions for Union dues effective the pay period following receipt of properly completed and executed authorization forms.

Section 15.7 The Company agrees to deduct one-half of the monthly dues from the first and second pay periods of each month, provided that deductions have been properly authorized as outlined above, and provided further that sufficient earnings remain to cover the Union dues after the deductions required by law. Such deductions shall continue in like manner thereafter, except as qualified herein.

Section 15.8 In cases where deductions for dues are made from the pay of any employee who has previously paid dues, the Union will make refund or credit directly to such employee.

Section 15.9 The Union shall provide to the Company, in writing, the name and address of the official authorized to receive payment of Union dues deductions on behalf of the Union. The Company shall remit union's dues deductions on a monthly basis to the designated official no later than fifteen (15) calendar days following the first pay period of each month. The monthly remittance shall include a list of those employees for whom dues deductions were made. The list will include employee name, base hourly rate and amount of deduction.

ARTICLE 16. LEAVES

Section 16.1 Paid Time Off (PTO)

- a) At the completion of the ninety (90) day probation period, full time employees will begin to accrue 1.85 hours of PTO for each pay period (up to 48 hours annually). Employees do not earn PTO benefits during any period of unpaid time off. Part time employees are not eligible for this PTO benefit.
- b) PTO may be used in half (1/2) hour increments for any reason subject to management's prior approval.
- c) However, employees must schedule time off as far in advance as possible.
- d) Employees will be paid for hours used at their current pay rate.
- e) At the end of each calendar year, employees shall be allowed to carry over 80 hours of unused PTO to subsequent calendar years. Any unused PTO over 80 hours shall be paid to the employee at the end of the calendar year.
- f) At the time of termination, any unused PTO will be paid to the employee.
- g) PTO may be used in conjunction with vacation and holidays.

Section 16.2 Union Leave and Appointments Union stewards and officers shall be allowed, upon supervisory approval, and based on operational considerations, time during the workday paid by the Company to investigate complaints on grievances. This time is allowed on a non-interference basis. If an employee cannot be relieved of duty, he/she shall be informed of the reason and be told when they can be excused.

Section 16.3 When employees request union representation at meetings that may result in disciplinary action, the union representatives may do so on Company time providing that the representative's supervisor is notified and that the representative's absence will not disrupt operational activities. If the absence of the representative is not approved, the employee may request another representative or the meeting will be rescheduled.

Section 16.4 Union officers or delegates will be granted unpaid leave for the purpose of attending union conventions or other meetings of interest to the Union, provided such request is made to the Company with at least 48 hours' notice prior to the absence and that his/her absence will not disrupt operational activities.

Section 16.5 Employees approved for Leave of Absence (longer than two weeks) for legitimate Union Business will retain their seniority date for purposes of return to their previous job classification for up to twelve (12) months. The Company will continue Company paid health care coverage and basic life insurance for the month following the month in which the leave commences. An employee on union leave will continue to be responsible for any payroll deduction amounts necessary to continue their health care and supplemental benefit programs.

Any employee in the bargaining unit who is either elected or appointed to a position or office in the Union as President, the duties of which require their absence from work, shall be granted a leave of absence without pay for up to 12 months. The employee shall accumulate seniority during the period of leave of absence for the purposes of return to their previous job classification.

Section 16.6 Eligible employees shall be entitled to leave as provided under and in compliance with applicable federal and state law.

ARTICLE 17. HOURS OF WORK AND OVERTIME

Section 17.1 Purpose of Article The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

Section 17.2 Work Week The regularly scheduled workweek shall consist of forty (40) hours beginning at 0001 Sunday and ending one hundred sixty-eight (168) hours thereafter. Ad hoc changes to the reference workweek will be at the mutual agreement of the Company and the Union.

The normal work day shall be eight (8) consecutive hours, exclusive of the unpaid lunch period, with the exception of four (4) ten (10) hour days if such workweek is implemented by the Company. Changes in hours or assignments to shifts may be made whenever necessary. Except in emergencies, a one-week notice shall be given in advance of such changes.

Employees will be permitted two (2) paid 10-minute rest periods per day. The first rest period is generally scheduled near the mid point between the start of the shift and the meal period, and the second rest is generally scheduled near the mid point between the meal period and the scheduled end of the shift. The Company will manage the number of employees taking rest periods at any given time.

Section 17.3 Employee Notification Employees who are unable to perform their duties because of illness or disability should whenever possible, notify their immediate supervisor of that fact at least two (2) hours prior to the start of their scheduled working hours. In the event that an illness or disability extends beyond the first workday, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.

Section 17.4 Overtime Work Overtime shall be divided and rotated as equally as possible within the bargaining unit, according to the overtime roster within classification, and among those employees who regularly perform such work, provided they are qualified to perform such work.

All scheduled overtime worked or refused will be posted at the workplace monthly.

Employees will receive compensation for overtime as set forth in Section 17.5

If there is no one available to work overtime, the company will assign the least senior employee(s) within a given classification.

Section 17.5 Overtime Pay. Employees will receive overtime compensation at time and one-half their regular rate of pay for period hours, in excess of forty (40) hours per workweek. For the purpose of determining overtime, hours worked includes all paid hours.

Section 17.6 Emergency Facility Closings When facilities serviced by employees under this Agreement are closed due to severe weather conditions prior to the commencement of the shift, only specified and notified emergency support employees are to report to work as directed. All other employees will receive report to work instructions by local radio announcement or at the direction of the Company. An emergency support employee directed to report to work, and unable to do so, shall notify their immediate supervisor as soon as possible.

In the event of Post closure, only employees designated by the Company as essential personnel are required to report to work. Once the announcement has been made that the Post has reopened, all other personnel are to report to their designated work area.

The Company snow removal plan shall be the accepted guideline to meet contract requirements during adverse winter weather conditions. The Company will provide the Union with a copy of the snow removal plan and will provide the Union with updates to the plan as required.

Section 17.7 Call Back Hours When an employee has completed a shift and has been relieved for the day and has left the Company's premises, or when an employee is on one of his regular days off and is recalled to work by Company management/supervisor, the employee shall be paid a minimum of two (2) hours pay to include one (1) hour travel time. If the employee is called back an additional time he/she will receive pay at a minimum of four (4) hours. The Company reserves the right to assign work during the four hour call back time. This provision excludes early call-ins or holdovers.

Section 17.8 Designated On-Call Personnel The Company will designate employees who will be required to carry and respond to electronic devices such as cell phones after normal working hours. Employees are required to respond to the call within twenty (20) minutes, and are required to be on-site within one (1) hour of the initial notification. If different times, as indicated, are required by the Government, the parties have agreed to make the necessary adjustments.

Designated personnel will receive compensation as set forth in Section 20.4.

ARTICLE 18. HOLIDAYS

Section 18.1 Regular Full Time Employees regularly working an (8) eight hour shift will receive (8) straight time hours as holiday pay.

Employees will receive their normal daily wages for the following holidays, even though no work is performed by the employee:

- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July Fourth
- Labor Day

Section 18.2 If a holiday falls within an employee's vacation period, the employee will record the day as a holiday on his timesheet and will not be charged with a day of vacation.

Section 18.3 When a holiday falls on an employee's regular scheduled day off, the employee will be allowed to observe the holiday on a schedule work day within the same week (normally the employee's next scheduled work day).

Section 18.4 To be entitled to holiday pay, the employee must be hired before the holiday and have paid time during the week in which the holiday occurs.

Section 18.5 When an employee is required to perform work on a scheduled holiday, the employee will be paid for the hours worked in addition to receiving the holiday pay. The call back provisions of Article 17.7 will also apply.

Section 18.6 Part time employees shall receive prorated holiday pay based upon hours worked in the previous workweek.

ARTICLE 19. VACATIONS

Section 19.1 Regular Full Time and Regular Part Time Employees who have completed one year of employment shall be entitled to receive an annual paid vacation according to the following schedule:

Section 19.2 One (1) week paid vacation after one (1) year of service; two weeks after two (2) years of service; three (3) weeks after five (5) years of service and four (4) weeks after fifteen (15) years of service. Regular Part Time Employees accrue vacation on a prorated basis.

Section 19.3 Employees should schedule vacation as far in advance as possible. All requests for vacation usage must be submitted to their immediate supervisor for approval.

Section 19.4 The Union acknowledges the fact that the Company reserves the ultimate right to manage quotas and scheduling. Therefore, the Employer shall retain the final right to approve, deny, schedule, and, if necessary, cancel vacations for legitimate business reasons. All vacation periods must be approved by the site supervisor.

Subject to the provisions of this Article and provided that it does not interfere with the efficiency of operations, the Employer will allow an employee who is entitled to 80 hours or more of vacation to take 80 consecutive hours of vacation if sufficient advance notice of this request is given to the Employer.

Vacation time carried forward may not exceed the amount of time the employee accrued during the previous year unless agreed to between the company and the employee. Carry over in excess of the amount of time accrued during the previous year will be forfeited without pay. An employee will be paid for vacation hours to which he or she is entitled but which he or she has not used at the time of termination of employment.

Section 19.5 An employee shall be compensated for vacation at the employee's straight time base rate, exclusive of all premiums.

ARTICLE 20. WAGES AND BENEFITS

Section 20.1 The wage rate for bargaining unit employees shall be as set forth in Appendix A-1. The wage rates listed in this Labor Agreement are the guaranteed minimum rates of pay for each classification.

Section 20.2 An employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a higher rate of pay, shall be paid at the higher rate. An employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a lower pay, shall be paid his regular rate during such assignment.

Section 20.2.1 Employees who are specified and/or notified to support severe weather events or other disaster recovery and report to work on rotating shifts will be paid one and a half times their hourly rate. Employees that are required to work a normal work shift or during normal working hours will not be included in this provision. Employees not required to work during an emergency facilities closure are eligible to take personal time-off, vacation or leave without pay (LWOP).

Section 20.3 Job Classifications

- (a) The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A-1, attached hereto and made a part hereof by reference.
- (b) The Employer shall have the right to establish, evaluate, change, and delete a job classification, provided such action on the part of the Employer is not directed towards reducing the rate of a job in which no substantial change in the job itself has occurred. The Employer shall place into effect the new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job, which has been placed into effect.
- (c) The new classification and rate of pay shall be considered as temporary for a period of fifteen (15) calendar days following the date of written notification to the Union. During the fifteen (15) calendar day period, but not thereafter during the life of this Agreement, the Union may submit a written request to the Employer to negotiate the classification and pay rate. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be resolved through the Grievance Procedure. When a new classification has been assigned a permanent rate of pay (either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, as a result of final negotiations, or upon resolving the matter through the Grievance Procedure) the new classification shall be added to and become a part of Schedule A-1, Wage Schedule of this Agreement.

Section 20.4 On Call Pay Employees designated as on call personnel, as defined in Section 17.8, will receive an additional \$9.45 per day. The call back provisions of Section 17.7 are also applicable. The parties agree that on call time is not hours worked.

Section 20.5 Shift Differential Employees regularly assigned to shifts , as defined below, will receive shift differential pay as follows:

1. Day shift (starting at 6 a.m. or later and before 12 noon) – none
2. Afternoon shift (starting at 12 noon or later and before 5 p.m.) \$0.65
3. Night shift (starting at 5 p.m. or later and before 6 a.m.) \$0.75
4. Rotating shift (among day, afternoon and night or any combination of two of the three shifts either within the same week or on a week to week basis) \$0.75

If an employee who regularly works the afternoon shift or night shift is assigned to work on any other shift for less than one week, the employee will retain the shift differential.

Section 20.6 Personal Protection Equipment (PPE) Allowance For those employees the company requires to wear safety-toe protective footwear, the Company will provide that footwear as needed by paying up to One Hundred Ten Dollars (\$110.00) per calendar year towards the purchase thereof upon the submission of an original purchase receipt provided by the employee.

Section 20.7 Jury Duty Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. Proof of attendance issued by the court is required.

Section 20.8 Bereavement Leave Employees shall be granted up to three (3) days of paid leave for a death in the immediate family. The immediate family is defined as employee's spouse, parents or stepparents, grandparents, child or stepchild, brother, sister (to include in-laws), and grandchildren. Bereavement leave may also be used in the event of the death of an ex-spouse.

Additional unpaid time may be granted for necessary time to travel to distant locations for funeral services. Accrued PTO or vacation may be used to cover unpaid time off.

Section 20.9 Foreman Pay Employees assigned to lead positions shall receive an additional 10% per hour over the highest rate being paid in the job classification over which he/she is assigned.

Section 20.10 Safety representatives appointed or elected by their department will receive an additional fifty cents (\$.50) per hour for each hour paid during the duration of their appointment.

Section 20.11 Tool Allowance Employees who are required to provide their own hand tools shall receive one hundred seventy five dollars (\$175.00) per year. The tool allowance will be paid to the employee in a lump sum on an annual basis by April 1 of each year. See Appendix A-2, Company Tool List for required tools.

Section 20.12 Certifications With prior written approval an employee who successfully renews a certification and/or license that is required by the Company to maintain their job, the Company will reimburse to that employee the administrative fees including licensing

and required continued educations costs associated with acquiring that certification and/or license. The amount of reimbursement must be approved in writing by the employer in advance. Should an employee miss the time line for acquiring or renewing a required certification or license, the Company agrees to allow a 15 day grace period to acquire such license or certification. An employee who fails to successfully renew their certification and/or license that is required to maintain their job shall be terminated.

Section 20.13 401K Plan All eligible employees may participate after 90 days employment in the Retirement Savings 401 k Plan module. The terms of the Plan Document shall control the operation of this Plan. Additionally, employees may choose to contribute on a before tax basis as allowed by Federal law. The Plan provides for a three-percent (3%) Company contribution computed on the basis of hours worked in any pay period. Employees are immediately vested once the Employer has made the contribution into his/her 401K account.

If the 401K plan is not setup and operational by the effective date of this collective bargaining agreement, eligible employees will receive the above referenced applicable amounts as a cash equivalent payment in lieu of this portion of the fringe benefits until the 401K plan is operational. The Parties agree that said fringe benefits and cash equivalent payments are not part of an employee's regular or basic rate of pay in computing overtime pay due the employee under this Agreement or under any federal or state wage and hour law.

Section 20.14 The employer will provide the following type of benefits for each eligible regular full time employee (as set forth in Section 20.17 below): Medical, Dental, Vision, Life Insurance/Accidental Death and Dismemberment, Short Term Disability, Paid Time Off, Jury Duty, Bereavement Leave, 401K plan, and Employee Assistance Program. The employer will make available to employees a voluntary long term disability plan the premiums for which will be paid by the employee.

Section 20.15 Medical, Dental, Vision and Short Term disability Plans. The Employer will pay eighty percent (80%) of the premiums for employee only coverage for each eligible regular full time employee (as set forth in Section 20.17 below) who does not opt out of Company provided medical benefits as set forth below. The Employer will pay eighty percent (80%) of the premiums for those dependents of each eligible regular full time employee who are determined to be eligible by Company's Plan and/or the insurance carriers only if said employee elects to cover those dependents by purchasing coverage for them, at twenty percent (20%) of the group rate established by Company's Plan and/or the insurance carriers. Employees must authorize the Employer, in a form acceptable to the Employer, to withhold from their paychecks and to remit to the insurance carriers the appropriate monthly premiums due for the coverage elected by the employee. If, for any such period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the 5th of the month, the amount of premium owed by the employee. The Employer will not pay any premiums for coverage on behalf of employees who do not comply with the above requirements.

Full time employees may opt out of Company provided Medical, Dental and Vision Benefits if they provide acceptable proof of similar group sponsored insurance coverage to the Employer. Such proof must be provided annually. Full time employees who fail to provide such acceptable documentation and/or who do not make an election as to which level of coverage they want will be enrolled in the Company Medical Plan in the Individual level of coverage.

Section 20.16 Life Insurance The Employer will pay the premium for each eligible regular full time employee (as set forth in Section 20.17 below) for life insurance which, in the event of the death of an employee while employed by the Employer, will provide a benefit of Twenty Thousand Dollars (\$20,000). Spouse coverage of Ten Thousand Dollars (\$10,000), and dependent coverage of Two Thousand Dollars (2,000) will also be purchased by the Employer.

Section 20.17 Effective Dates of Coverage

A regular full time employee is an employee who is regularly scheduled to work no less than forty (40) hours per week. Only regular full time employees are eligible to participate in the above insurance plans. Coverage of an eligible regular full time employee under the insurance programs set forth in Sections 20.15 and 20.16 shall commence on the first of the month immediately following sixty (60) days of employment for the Employer. The Employer will pay the premiums and coverage will be in effect for an eligible regular full time employee only for a month following a month in which said person actually continues to work at least forty (40) hours per week for the Employer (excluding qualifying FMLA leave and paid holidays and vacations) covered by this collective bargaining agreement.

Section 20.18 Scope of Employer Responsibility

The Employer's responsibility under this Article 20 is limited to the payment of necessary premiums to purchase the insurance described in Sections 20.15 and 20.16. It has no liability for the failure or refusal of Company's Plan and/or the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of Company's Plan and/or the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 20.

Section 20.19 Change In Carrier

The Employer will have the option during the term of this Agreement to change carriers, or to institute a self-insured program, with the same benefit levels in coverage. This option may be instituted at the sole option of the Employer without further bargaining with the Union.

Section 20.20 Employee Assistance Program

The Company will provide an Employee Assistance referral program to provide confidential, professional assistance to employees and their families to address problems involving alcohol/drug dependence, marital and other family problems, mental health, and financial difficulties.

Section 20.21 Part Time Employees

Part time employees will receive cash in lieu of health and welfare benefits, for each hour worked at \$3.81 per hour. Vacation and

Holidays will be accrued on pro-rated basis. The Parties agree that said fringe benefits and cash equivalent payments are not part of an employee's regular or basic rate of pay in computing overtime pay due the employee under this Agreement or under any federal or state wage and hour law.

ARTICLE 21. LEAVE OF ABSENCES

Section 21.1 An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, if physically unable to report for work, shall be given a leave of absence without pay, and without loss of seniority, for a period of time up to twelve (12) weeks, which may be extended by mutual agreement, provided the employee promptly notifies the Employer of the necessity, and, provided further that the employee supplies the Employer with a certificate from a medical doctor of mutual choice, of the necessity for such absence and for the continuation of such absence, when the same is requested by the Employer.

Section 21.2 Leaves of absence without pay and without loss of seniority may be granted for up to twelve (12) weeks for prolonged serious illness in the immediate family, which includes spouse, children and parents.

Section 21.3 An employee, upon request, may be granted an unpaid leave of absence not to exceed one (1) year for the purpose of parental care of the employee's newborn child or newly adopted infant child. The employee shall request an unpaid leave of absence (not to exceed one (1) year). Said request shall be granted if certified in writing by a physician. Seniority shall not accrue during the unpaid leave.

Section 21.4 The reinstatement rights of an employee who enters the Military Service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

Section 21.5 Leaves of absence without pay, and without loss of seniority, will be granted as required by law to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their required annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Section 21.6 All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above.

Section 21.7 An employee may apply to Management for an unpaid personal leave of absence for up to ninety (90) days duration. The granting of said requests shall be at the discretion of the Project Manager. A request that is denied shall have the reason(s) for the denial so stated on the request form.

ARTICLE 22. SAVINGS CLAUSE AND GOVERNMENT REQUIREMENT

Section 22.1 In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to that specifically specified in the Court's decision, and the balance of the contract shall remain in full force and effect. Upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

Section 22.2 The Company agrees to work with the Union in all matters required by the United States Government, and the Union recognizes that the terms and conditions of this Agreement may be affected by certain sovereign priorities which the United States Government may exercise. The Union will not unfairly hold the Company liable for a breach of this Agreement for actions the United States Government requires it to take and which it could not avoid.

ARTICLE 23. SOLE AGREEMENT

Section 23.1 This written Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto.

Section 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this written Agreement. It is agreed and understood by the Company, HMG LLC, and the Union, Transport Workers Union of America (AFL-CIO), that all matters not contained and expressly provided for herein remain the exclusive province of management. Any aspect of hours, wages, rates of pay and other conditions of employment not covered by specific stipulation in a particular provision of this Agreement are declared to have been expressly eliminated as a subject for bargaining. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 24. TERM OF AGREEMENT

Section 24.1 This Agreement shall be effective as of March 29, 2015 and shall continue in effect until March 31, 2018, and thereafter from year to year unless changed by mutual consent, or unless terminated by written notice by either party to the other not less than 60 days prior to the termination date or any subsequent annual termination date.

Section 24.2 Effective February 1, 2016, this Agreement may be opened by either party upon 30 days advanced written notice for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

Section 24.3 Effective February 1, 2017, this Agreement may be opened by either party upon 30 days advanced written notice for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

Section 24.4 Effective February 1, 2018, this Agreement may be opened by either party upon 30 days advanced written notice for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto being duly authorized to execute same have entered into this Agreement this ____ day of _____, 2015.

HMG LLC

_____ Date _____
Rob Holt, President and CEO

Transport Workers Union of America, AFL-CIO

_____ Date _____
Benyoel Morgan, President

_____ Date _____
Richard Boehm, International Rep

_____ Date _____
Cliff Irvin, Local Representative

ATTACHMENT A COMPANY TOOL LIST

See attached Tool List for the Following Work Areas

- HVAC Mechanic
- Electrician
- General Maintenance Worker
- EMCS Technician

HVAC MAINTENANCE TOOL LIST

Description	Unit	Quantity
Pliers (Linesman, Diagonal Cutter, Needle nose, 6", 8",12", slip joint pliers)	EA	1
Wire Stripper	EA	1
Inspection Mirror	EA	1
Magnetic Retrieving	EA	1
5 pc. Screw Drivers	Set	1
Adjustable Wrenches (8", 10"& 12")	EA	1
Tube Cutters	EA	2
Nut Driver set	Set	1
Standard / Metric Hex Set	Set	2
Torpedo Level	EA	1
Putty Knife	EA	1
Combination Sockets (¼", 3/8", ½")	Set	3
Utility or pocket Knife	EA	1
25' Tape Measure	EA	1
Chisels (3/8",1/2",5/8",7/8")	Set	1
Rubber Mallet	EA	1
Hammer 16 oz.	EA	1
Combination Wrench (5/16" - 1 ¼" open boxed)	Set	1
A/C Service Wrench (3/8",5/16") combo	EA	1
Swaging Tool Set (1/4",3/8",1/2",5/8")	EA	1
Flare Kit	EA	1
Gauge Manifold Set R-410 / R-22	EA	2
Tool Bag / Box	EA	1
Millimeter	EA	1
Clamp-On Meter	Set	1
Pocket Thermometer	EA	1
Flashlight	EA	1
Pipe wrenches 14" , 18" & 24"	EA	3

ELECTRICIAN TOOL LIST

Description	Unit	Quantity
Channel Lock 420	EA	1
Channel Lock 480	EA	1
Crimper, 22 to 10 AWG	EA	1
Hacksaw Frame	EA	1
Knife, Electrician's	EA	1
Rule, 25 ft.	EA	1
Level, 9 in. Magnetic	EA	1
Nut drivers, Deep Shank	Set	1
Hammer, Ball Peen, 6 oz.	EA	1
Wrenches, Allen, 0.05" to 1/2"	Set	1
Pliers, Lineman's	EA	1
Pliers, Long Nose	EA	1
Punch, Center	EA	1
Chisel, Cold, 1/2"	EA	1
Wrenches, Socket, 1/4" or 3/8" Drive	Set	2
Wrenches, Socket, 1/2" drive, 1/2" thru 1-1/8"	Set	1
Wrenches, Allen Large	Set	1
Phillips Screwdriver 3", #1	EA	1
Phillips Screwdriver 4", #2	EA	1
Phillips Screwdriver 6", #3	EA	1
Standard Screwdriver 1-1/2"	EA	1
Standard Screwdriver 4"	EA	1
Standard Screwdriver 6"	EA	1
Standard Screwdriver 8"	EA	1
Voltage Tester / Multi-meter	EA	1
Clamp-on meter	EA	1
Adjustable wrenches (6" , 10" & 12")	EA	1
	EA	3

GENERAL MAINTENANCE WORKER TOOL LIST

Description	Unit	Quantity
Pliers (Linesman, Diagonal Cutter, Needle nose, 8",12" slip joint pliers)		
Inspection Mirror	EA	6
Magnetic Retrieving	EA	1
5 pc. Screw Drivers	EA	1
Adjustable Wrench Set (8", 10"& 12")	Set	1
Wrench Set ¼ to ¾	EA	3
Tube Cutter	EA	1
2 pc. Pipe Wrench (14" and 18")	Set	1
Screwdriver set	EA	1
Nut Drivers set	EA	2
Standard / Metric Hex Set	Set	1
Torpedo Level	Set	1
Putty Knife	EA	2
Tool Pouch	EA	1
Utility or pocket Knife	EA	1
25' Tape Measure	EA	1
Chisel Set	EA	2
Rubber Mallet	EA	1
Hammer 16 oz.	EA	1
3/8 Drive Sockets	EA	1
Voltage / Amp Tester	EA	1
	Set	1
	EA	1

EMCS TECHNICIAN TOOL LIST

Description	Unit	Quantity
Screw driver set regular & precision	Set	2
Adjustable Wrench Set (8", 10" & 12")	EA	3
Wrench Set 1/4 - 3/4	Set	1
Pliers needle nose,	EA	1
8", 12" slip joint pliers	EA	2
Wire Cutters	EA	1
Wire Strippers	EA	1
Voltage /Amp tester	EA	1
Nut drivers	Set	1
Allen wrench set standard/metric	EA	2

ATTACHMENT B AGREEMENT ON ALCOHOL AND DRUG TESTING

INTRODUCTION

The parties recognize that alcoholism and substance abuse are diseases which are treatable. The Company will attempt to provide first-time offenders of this policy the same consideration as any other illness, with the initial emphasis on test results leading to rehabilitation. Circumstances may also require disciplinary action up to and including termination.

HMG LLC has a strong commitment to provide a safe and healthful work environment. HMG LLC has established this drug-free workplace program, applicable to all bargaining unit employees to meet this commitment. In addition, HMG LLC complies with the federal Drug Free Workplace Act. All applicants and new hires will be advised of our drug-free workplace program during the application process. Employees will be advised of our drug-free workplace program through annual training, through postings in conspicuous locations, and through future updates in our employee handbook or labor agreement. As a condition of employment, employees must abide by the terms of this policy.

I. WORK RULES

A. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

1. Use, possess, purchase, dispense, transfer or receive alcohol, intoxicants or controlled substances (drugs) on Company premises or while engaged in Company business.
2. Possess or attempt to distribute, sell, obtain, manufacture, transfer, share or receive any alcohol, controlled substances (drugs), or any other substances that impair job performance or pose a hazard to the safety and welfare both of the employee or all other employees. An employee must notify the Company, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
3. Report to work with any measurable amount of a controlled substance, intoxicant or illegal drug in their system

a. The threshold levels for establishing a measurable amount of a controlled substance are as follows:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml
Alcohol	.04%

B. Medically Authorized (Prescription) Drugs and Over-the Counter Drugs

Prescription or non-prescription medications are not prohibited when taken in accordance with a lawful prescription or consistent with standard dosage recommendations. Abuse of medically authorized or over-the-counter drugs is a violation of this policy. HMG LLC employees must report to their immediate supervisor the use of medically authorized (prescription) drugs or over-the-counter medications that can impair job performance. It is the employee's responsibility to ask the physician if the prescribed drug or medication may impair job performance. If so, the employee should get the doctor's statement in writing. The doctor should be familiar with the employee's work duties before signing the statement. The statement need not identify the drug, but may simply say that the employee is unable to perform safety-sensitive functions due to prescription medication. Where possible, the Company may temporarily assign other work consistent with the employee's medical condition.

- C. Employees who violate the above work rules shall be subject to appropriate discipline up to and including discharge. However, it is the primary intent for most infractions to encourage and assist employees in treatment and rehabilitation through the employee assistance program, as is outlined in the remainder of this document.

II. EMPLOYEE ASSISTANCE PROGRAMS (EAP) EDUCATION

- A. The Employer's goal is to help employees with problems related to alcohol or substance abuse to seek assistance and receive the required treatment so that they may continue their employment. To help accomplish this goal, the Company has adopted an Employee Assistance Program (EAP). The EAP is a counseling and referral program to help employees deal with a variety of personal problems, including drug and alcohol problems. Seeking help through the EAP will not jeopardize an employee's job. Employees may contact the Human Resource Manager for more information on the EAP. The Company encourages employees needing help to contact the EAP before drug and alcohol problems jeopardize their employment. All employees will be advised of the EAP and its services during annual training meetings on the effects of drugs and alcohol. Additionally, HMG LLC will publish notice of the EAP in conspicuous places with the name, address, and phone number of the EAP. In some cases, the Company may require employees to participate in the EAP as a condition of their employment.
- B. As further steps in helping employees resolve problems with drugs or alcohol, HMG LLC will present a minimum of one hour per year of employee education on drugs and alcohol, as well as, periodically train all of its supervisors on how to address problems related to drugs and alcohol at the workplace.
- C. Abuse of alcohol and drugs is recognized as an illness that can be abated through treatment and rehabilitation. Employees are encouraged to use the services that are available through the Employee Assistance Program.
1. The current EAP will remain in effect. Changes will not be made in the EAP without prior consultation with the Union.
 2. Medical care expenses are covered as provided by the medical plan.

3. Counseling information is available by contacting the Human Resources Manager.
 4. Leaves of absence will be made available for treatment and counseling for first-time offenders of this policy.
- D. Employees who voluntarily seek help through the Employee Assistance Program will not have their job security and promotional opportunities jeopardized by such self-identification. All requests for assistance, the results of treatment and counseling shall be kept strictly confidential.

III. TESTING POLICY

A. Drug and Alcohol Testing Situations

HMG LLC will require drug and/or alcohol testing in the following situations:

1. Post-Accident

HMG LLC will require an employee to submit to a drug test following involvement in an accident in which an employee sustains an injury requiring off-site medical attention or when property damage occurs. The Company may avoid requiring a post-accident test if a supervisor reasonably believes that the injury or property damage was due to employee inexperience, a defective or unsafe work product or working condition, or other circumstance beyond the control of the employee. All employees who are involved in an accident involving an injury must immediately report the injury to their supervisor or to some other member of management. Failure to immediately report a workplace injury is grounds for discipline.

2. Reasonable Suspicion

(a) HMG LLC may require an employee to submit to a drug and alcohol test when it has suspicion that an employee's performance may be impaired by drugs or alcohol. Suspicion that may warrant an employee being tested under this section must be based on specific personal observation the supervisor can describe concerning the appearance, behavior, speech, breath or body odor of the employee. The employee will be provided with an opportunity to explain his/her conduct. The supervisor will explain the right to have a union representative present if requested. The supervisor's reasonable grounds must be confirmed by another management representative. (These observations shall be recorded on a "Behavior Report Form" attached as Exhibit B-1.)

When a supervisor confronts an employee concerning a suspicion of impairment, the employee is not to return to work until fitness for duty is established. If the drug and alcohol test indicates the presence of drugs and/or alcohol in the employee's system, the time the employee spends between his release from the clinic and the receipt of a confirmed positive drug test will be treated as a disciplinary suspension. Absent any other concurrent disciplinary action, the employee will be paid for all the time lost from work if the results of the drug and alcohol test are negative.

(b) Failure to submit to a test required on any of the above bases will be grounds

for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the Collective Bargaining Agreement. Except for specific situations where federal regulations require otherwise, an employee may forgo the test if the employee voluntarily consents to obtaining assistance through the Employee Assistance Program and immediately enters into a Last Chance Agreement.

(c) The Company shall initially select reputable facilities for base testing and confirmatory testing at Company expense. All collection and testing procedures used in conjunction with this policy will comply with the regulations and procedures approved by the U.S. Department of Health and Human Services and DOT regulations. The Union will be provided with the testing facilities' names, addresses and credentials if requested. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The Union also retains the right to request a change in test procedure or test facility when a reasonable and superior alternative to either is available.

(d) Employee representatives and/or the employee will have the opportunity to review the testing procedures.

(e) All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.

4. Sweep Tests and Random Tests

Nothing in this Exhibit B will prohibit the company from conducting a facility-wide "sweep test" during which all employees are subject to drug and alcohol testing or from conducting random tests.

B. Confidentiality

HMG LLC will keep confidential all information and/or documentation regarding drug and alcohol testing and treatment, and observe all relevant federal and state laws and regulations concerning the confidentiality of information. Such information and/or documentation will be disclosed to only those having a business need to know.

C. The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. The facility to whom the sample is sent must comply with the same procedural and technical safeguards outlined in Section 3 (c) above. An employee may request the independent test by notifying the Human Resources Manager in writing within five calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated employer representative and, if authorized in writing by the employee, to a designated union representative or a designated legal representative.

- D. None of the testing procedures are intended to be in violation of the law, and if they are, they shall be eliminated without interfering with other parts of this Agreement.

IV. REFERRAL AGREEMENT

- A. It is the intent of the Company and the Union to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results. Therefore, except where federal regulations require otherwise, an employee who voluntarily enters the EAP in lieu of a required test, or who is a first-time offender of this policy as evidenced by a positive result on a test, will have an opportunity to retain his or her employment by entering into a Last Chance Agreement.

The terms and conditions of each Last Chance Agreement will be put in writing and signed by the employee, the Union and the Company. Each Last Chance Agreement will contain some basic core requirements, but will be designed giving consideration to the individual's circumstances.

- B. If the secondary test confirms the initial positive test result, the employee will be immediately suspended for violation of company policy. The employee must then either sign a "Last Chance Agreement" and comply with the recommendations of the EAP provider, or be terminated.
- C. The employee who enters a Last Chance Agreement must meet with our Employee Assistance Program and submit to a drug and alcohol test in conjunction with any recommended rehabilitation program. HMG LLC will provide an unpaid medical leave of absence for an employee needing an extended period of time off work as a part of his or her rehabilitation program. Failure to complete the program or to cooperate with the EAP or the treatment provider will be deemed a breach and will result in immediate termination. (A sample Last Chance Agreement is attached as Exhibit B-2.)
- D. Before returning to work, an employee who violated this Drug-Free Workplace Program must submit to follow-up drug and alcohol testing to confirm that the employee is alcohol and drug free.

Note: Employees voluntarily entering the EAP, without a verified positive drug or alcohol test or a violation of any alcohol or drug related rule, do not necessarily have to be subject to follow-up testing.

- E. After returning to work, the employee will be required to submit to unscheduled periodic testing to include a minimum of four tests per year for two years following the employee's return to work. Refusing to take a test during this period will be considered a breach of the "Last Chance Agreement" and will result in termination.
- F. An employee under a "Last Chance Agreement" who tests positive for alcohol or drug use will be terminated. The employee may also be terminated for any other violation of a "Last Chance Agreement" as determined by the company, the EAP, or the treatment provider, apart from a positive test result.
- G. Medical benefits may cover some of the costs of this treatment. Any costs accrued that are not covered by insurance are the sole responsibility of the employee. HMG

LLC will pay the costs of all drug and alcohol tests it requires of job applicants and employees.

- H. Whether an employee volunteers to participate in the EAP or is required to participate as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions and disciplinary procedures in effect for other employees, i.e., employees cannot escape discipline for future infractions by being enrolled in the EAP. Employees will not be allowed to elect rehabilitation in lieu of discipline more than one time.
- I. Employees who test positive will be evaluated by certified addiction counselors, so certified by the appropriate certification board of Virginia.

V. UNION LIABILITY

The Employer agrees to hold the Union harmless with respect to reasonable legal expenses incurred by the Union in defending itself in litigation resulting from the Employer's activities in carrying out the drug-testing program.

VI. DURATION

This Agreement shall be subject to the conditions of the Revision and Termination Provisions of the Collective Bargaining Agreement.

EXHIBIT B – 1

Reasonable Suspicion Behavior Report Form

Before sending an employee for a reasonable suspicion drug or alcohol test, the supervisor must be able to describe the objective signs that caused the supervisor to suspect the employee has drugs or alcohol in his or her system. Reasonable suspicion that an employee may be impaired can be established by one or a combination of the following indicators:

- Bloodshot eyes or dilated pupils
- Slurred or incoherent speech
- Alcohol on breath or odor of drugs
- Drowsiness
- Poor physical coordination
- An accident or other impaired work performance
- Physical or verbal altercation
- Unusual behavior or response to a situation (e.g., excessive laughter)
- Possession of alcohol or a prohibited substance

The number and degree of reasonable suspicion indicators and the amount of evidence will determine whether there is reasonable suspicion to confront the employee and/or require the employee to submit to a drug or alcohol test. Examine each situation individually and record the observations that raised the suspicion. Please document any appropriate observations in the space provided.

Speech:

Dexterity:

Standing:

Walking:

Judgment / decision making:

Appearance (eyes, clothing, etc.):

Odors (alcohol, marijuana, etc.):

Supervisor's name:

Witnesses' name:

EXHIBIT B -2

Sample -- To be tailored to meet the particular circumstances and the facts of each specific case.

Last Chance Agreement/Medical Leave of Absence Conditions

Dear _____,

This letter outlines your employment status with HMG LLC

Because of your recent violation of our drug and alcohol policy, HMG LLC has elected to place you on a medical leave of absence without pay for up to three months effective immediately. The time between the date of your violation of our Drug-Free Workplace Program until now will be deemed a disciplinary suspension without pay.

Specific conditions have been established for the continuation of this leave and your possible return to employment in the future. Your satisfactory performance of these conditions is subject to verification by a substance abuse professional assigned to work with you as well as review and determination by HMG LLC. Those conditions are:

1. **Immediate Treatment and Testing.** You must immediately contact our EAP counselor and enter and participate fully in a chemical and/or alcohol dependency treatment program recommended by a certified counselor or Substance Abuse Professional approved by HMG LLC. You agree to cooperate with all prescribed and recommended testing at the start of this treatment program to determine the scope and extent of your problem.
2. **Information Disclosure.** You authorize your treatment providers to release directly to HMG LLC, any reports on the scope and extent of your substance or alcohol problem including, but not limited to, chemical test results, regular progress reports of your condition and treatment, and prognosis for a return to duty. This information is to be sent directly to the Human Resources Manager.
3. **Condition and Treatment Assessment.** When HMG LLC and you believe you have resolved your situation to the extent that the Company may consider accepting you back for duty, you authorize your treatment providers to fully disclose your condition and treatment to the Human Resources Manager.
4. **Return to Work.** Upon successful completion of the prescribed rehabilitation program, you will be required to submit to a return to duty drug and alcohol test that confirms that you are drug and alcohol free.
5. **Post-Return to Duty Random Drug Testing.** As a further condition of your medical leave and possible return to duties, you agree to authorize HMG LLC to

require you to participate in random drug and alcohol testing for a minimum of four times per year for two years following your return to duty. Any positive result on a drug and alcohol test during this period will result in your immediate termination. Following your return to work, your performance must meet the standards applicable to all of your co-workers.

HMG LLC is concerned with your personal health and wellbeing. However, your violation of our Drug-Free Workplace Program presents a serious problem. We are encouraged by your agreement to participate in treatment and wish you a successful recovery period.

If you agree with the terms of this letter, please sign below and return it to me. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

HMG LLC

In exchange for the mutual undertakings between HMG LLC and me, I voluntarily agree to the terms and conditions in this letter.

Employee name

Date

Union Representative (if applicable)

Date