

AGREEMENT

Between

J&J WORLDWIDE SERVICES

At

Dwight D Eisenhower Army Medical Center

And

TRANSPORT WORKERS UNION OF AMERICA AFL-CIO

Representing

Dwight David Eisenhower Army Medical Center, Ft. Gordon, GA, Facility Operations & Maintenance Services, Corrective Maintenance Employees

Effective 1 May 2015

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ARTICLE I **PURPOSE**

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between J&J Worldwide Services hereafter noted as the "Company" or "Employer" and employees covered under this Collective Bargaining Agreement represented by the Transport Workers Union of America, AFL-CIO, hereafter noted as the "Union". The intent is to ensure true collective bargaining through partnering and interest base bargaining processes, and to establish standards of wages, hours, working conditions, and other conditions of employment.

The "Calendar Year" referenced hereafter begins 1 January and ends 31 December yearly.

ARTICLE II **UNION RECOGNITION, AGENCY SHOP CLAUSE AND CHECK-OFF**

Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, benefits and hours of employment.

(b) The term "employee" as used herein shall include only those Corrective Maintenance Mechanics, employed by the Company at the Dwight David Eisenhower Army Medical Center under Contract W912DY-10-D-0051. The term does not include employees of the Company at other locations or projects sites.

(c) Excluded are all subcontractors, temporary employees, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act or by this agreement.

Section 2. Agency Shop Clause and Check-Off

(a) 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 the ninety (90) day probation period 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. This Section shall not preclude any employee who wishes to voluntarily become a member of the Union from doing so.

(b) 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 within thirty (30) calendar days of the employee's hire date: name, address, date of hire, social security number, classification, job location and shift assignment. The Company's shall also inform all newly hired employees of the "Agency Shop Clause" during employee orientation.

(c) 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. This provision shall not apply if such requirement for continued employment is prohibited by law. 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.

(d) The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense 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.

(e) 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. If mutually agreeable between the Union and the employee, the employee may make other arrangements to pay dues.

(f) 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.

(g) 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. In those instances where there are three pay periods in the month, no dues will be deducted from the third pay

period. Such deductions shall continue in like manner thereafter, except as qualified herein.

(h) In cases where deductions for dues are made from the pay of any employee who has previously paid such dues, the Union will make refund directly to such employee.

(i) 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 unions' dues deductions on a monthly basis to the designated official no later than fifteen (15) working days following the second pay period of each month. The monthly remittance shall include two (2) copies of 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 III **NON-DISCRIMINATION**

(a) The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age, or because the employee has a disability, or is a disabled veteran or a veteran of the Vietnam Era or Operation Desert Storm or membership or non-membership in the Union or any other protected class as identified by Law.

(b) The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations.

ARTICLE IV **MANAGEMENT'S RIGHTS**

(a) 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 State of Georgia and the United States, including, and without limiting the generality of the foregoing, the rights to:

- a. The executive management and administrative control of the Company, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
- b. Hire all employees and determine their qualifications and the conditions of their continued employment;
- c. Promote, transfer and assign all employees;

- d. Determine the size of the work force, and to expand or reduce the work force;
- e. Subcontract work under the Contract;
- f. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
- g. Dismiss, demote and discipline employees for cause;
- h. Establish, modify or change any work, business schedules, hours or days;
- i. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or-accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force;
- j. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;
- k. Appoint employees to lead positions and abolish such positions.

(a) 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 State of Georgia and the United States.

ARTICLE V **VISITATION**

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.

ARTICLE VI **STEWARDS**

The Union has the right to appoint no more than one Steward at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed, after obtaining permission from the Project Manager, reasonable and sufficient time during the regular working hours without loss of pay to investigate alleged violations of the terms and conditions of this Agreement at his shop or on his job. Such investigation shall not be conducted in a way that is detrimental to the management and function of the operation. No Steward shall be discriminated against by the Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

ARTICLE VII **SAFETY PRACTICES**

- (a) There shall be a Joint Safety Committee consisting of a member representing the Employer and a member representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.
- (b) It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. The Employer will maintain an incentive/recognition program to encourage safe work practices. At the Company's sole discretion the Committee may develop additional incentives tied to safety other than those written in this agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the Current Committee members.
- (c) Members of the Joint Safety Committee shall be selected by the party they represent.
- (d) The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to employees.
- (e) The safe work practices that are in effect on the customer's property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

- (f) Employer shall comply with all applicable laws and regulations concerning the maintenance of safe working conditions.
- (g) Employees shall comply with all safety rules, standards, policies, procedures, and program requirements.

ACCIDENT REPORTING

- (h) The Employer shall provide a legible copy of the "Employer's Injury/Incident Report Form" to the injured individual.
 1. In the event of a fatal injury, the Employer shall inform the Local Business Manager by telephone.
 2. All serious accidents shall be investigated by the Local Union Representative or such person as he may designate.
 3. Information as to estimated loss of time and as to the actual date that an injured member returns to work shall also be considered as part of each Accident Report.
- (i) Any employee not following safety rules shall be disciplined accordingly.

ARTICLE VIII JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, experimentation, or to provide coverage for work not being performed by members of the bargaining unit due to absence from work or in cases of emergency.

ARTICLE IX CONTRACTUAL WORK

Notwithstanding anything to the contrary contained herein, the right of contracting or subcontracting is vested in the Employer. The Employer may contract or subcontract any work it determines necessary to satisfy operational requirements under the contract. 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.

ARTICLE X **SENIORITY**

(a) Seniority is hereby defined as the Employee's length of continuous service, as defined by other sections in this article, in the bargaining unit at the Fort Gordon Project.

(b) Probationary Employees: The Employee shall be on probation for his or her first ninety (90) calendar days of employment in the bargaining unit. During the first ninety (90) calendar days of employment he is subject to discharge without recourse to the Grievance Procedure. Times may be extended by mutual consent of both parties.

(c) It is agreed that layoffs, recalls, promotions, demotions and transfers shall be based on qualifications, experience, skill, and ability. If qualifications, experience, skill, and ability are equal (as determined by the Employer), then seniority shall be the deciding factor.

(d) A non-probationary employee who is laid off shall have call-back rights for a period of one (1) year. It is the responsibility of the laid-off employee to keep the Company advised by certified mail of any changes in his mailing address. The Company shall be considered to have fulfilled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company his intent to return to work not more than seventy-two (72) hours after receipt of certified notice from the Company; thereafter, the employee will have a maximum of seven (7) days in which to report for duty.

(e) An Employee's seniority shall be terminated upon the occurrence of any of the following events:

1. Employee is discharged for just cause;
2. Employee voluntarily quits;
3. Employee has been on layoff status in excess of the time limits provided in "e" above;
4. Employee fails to express to the Company his intent to return to work and/or does not return to work in accordance with the requirements of "e" above;
5. Employee retires and/or becomes permanently disabled;
6. Employee fails to report for work and fails to notify the Company for three (3) consecutive days. The Company will also have the steward verify Employee's non-availability. An exception will be if the circumstances

caused by the Employee's illness or accident make it impossible for the Employee to report or for anyone else to report for the Employee;

7. Employee fails to renew a leave of absence; except when circumstances caused by the Employee's illness or accident make it impossible for the Employee to report or for anyone else to report for the Employee.

ARTICLE XI

DISCIPLINE AND DISCHARGE

(a) The Company shall discipline its employees when necessary and discharge those that fail to uphold Company standards. The Company, as a part of its management rights, has the right to discipline, suspend, demote or discharge for just cause, and for purposes of clarity it is stipulated that just cause for disciplinary action up to and including discharge shall include, but shall not be limited to, the following:

- a. Inability, refusal or failure to perform assigned work or comply with work rules in a manner considered by the Company to be satisfactory, regardless of the effort actually put forth by the employee, as set forth in the Company Employee Manual;
- b. Incompetence, inefficiency or other neglect of duty;
- c. Dishonesty of any kind for the first offense;
- d. Willful or negligent damage to or destruction of Company property or of any other employee's property for the first offense;
- e. Willful or negligent endangering of the safety of other employees for the first offense;
- f. Insubordination, including failure or refusal to carry out the instructions of supervisors, or use of abusive language or other disrespectful conduct toward other employees or officials of the Company, for the first offense;
- g. Fighting, disorderly conduct, interfering with the work of other employees or harassment of other employees, for the first offense;
- h. Discourtesy to the public while on duty or while off duty and on post under the circumstances which adversely affect the Company's relationship with the government, for the first offense;

- i. Failure to comply with the terms of this Agreement or any work rule not inconsistent with this Agreement which the Company has placed in effect;
 - j. Use of any intoxicant, drug or narcotic on the Company's premises, or reporting for work in a condition indicating that the employee has been drinking or is under the influence of any form of intoxicant, drug or narcotic for the first offense;
 - k. Absenteeism or tardiness, including leaving work early;
 - l. Failure to report immediately accidents or personal injuries to the employee's supervisor, or violation of any safety rule or practice;
 - m. Falsifying any employment record, time record or other Company record or document for the first offense;
 - n. Possession of firearms or explosives on Company property for the first offense;
 - o. Failure to report to work at assigned starting time;
 - p. Misuse of Company telephone, equipment and supplies for the first offense;
 - q. Sleeping or appearing to be asleep on the job for the first offense;
 - r. Failure to obtain and maintain required security clearances or professional standards required for the job for the first offense;
 - s. Removing, marking on or defacing any notice posted on the bulletin board or posting any notice or written instrument on the bulletin board without prior written approval. However, Union stewards may remove outdated Union notices.
- (b) Written reprimands shall be removed from an employee's personnel file after a period of one (1) year has elapsed without another occurrence of disciplinary action against the employee.

ARTICLE XII
LEAVES OF ABSENCE

- (a) The Employer will grant medical leave and military service leave as required by law and in accordance with the Employer's policy.
- (b) Any employee in the bargaining unit who is either elected or appointed to a position or office in the Union, the duties of which require their absence from work, shall be granted a leave of absence without pay for up to 3 years in such office or position. The employee shall accumulate seniority during the period of leave of absence.

ARTICLE XIII
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 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. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this agreement.

All grievances shall be processed in the following manner:

Step One: Within five (5) working days of the occurrence of the incident giving rise to the grievance, or within five (5) normal 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, with a Shop Steward if he so desires.

Step Two: If the aggrieved employee is dissatisfied with the immediate Supervisors' response, the employee with or without the Steward, shall within five (5) normal working days from the date of the decision given by the aggrieved employee's immediate Supervisor present such grievance in writing to the Project Manager.

The written grievance shall contain the following:

- (a) A statement of the occurrence giving rise to the grievance, containing all known pertinent facts including the employee or employees affected;

- (b) The Article and paragraph of this Agreement alleged to have been breached or violated, and the manner in which it was breached or violated;
- (c) The date, time and place of the alleged violation;
- (d) The names of the persons present, if known, having direct personal knowledge of facts involved;
- (e) A statement of what the aggrieved considers a reasonable and appropriate adjustment of the grievance;
- (f) The grievance shall be signed by the grieving employee;

Grievances missing any of the above elements shall not be considered. The Project Manager shall give the employee and/or the steward a written answer to the grievance within five (5) normal working days of the receipt thereof. If the Project Manager does not respond to the grievance in writing within the time specified, the grievance will be deemed to have been denied by the Company, and the grievance may be taken to the next section in this procedure.

Step Three: If the matter is not resolved at Step Two, then the complaint or grievance shall within five (5) normal working days after the date of the decision given by the company, be submitted to the Regional Manager. Within five (5) normal working days from the receipt of the appealed grievance, the Regional Manager shall submit his/her answer to the aggrieved employee and, copy to Union Representative.

SECTION 2

If a grievance affects more than one employee, only one employee shall represent the other grieving employees at all steps of the grievance procedure.

SECTION 3

If the Union or employee fails to appeal the grievance within the time limits set forth in the grievance steps, the grievance will be considered settled based on the Company's last answer. If the Company fails to respond to the grievance within the time limits set forth in the grievance steps, it shall be construed as a denial of the grievance.

SECTION 4 - Arbitration

If the grievance is not satisfactorily resolved in Step Three, the Union may within five (5) normal 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 Director of Human Resources. If the Union fails to request arbitration within five (5) normal 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 five (5) normal 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 moving party shall strike the first name.

The decision of the arbitrator shall be final and binding on the parties; however, such decisions 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 provisions 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 findings 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 expense of the arbitrator shall be borne by the losing party including any expenses incurred in obtaining a location for the arbitration. All other expenses shall be borne by the party incurring them, including the cost of witnesses.

SECTION 5

Should the Union want employees to be witnesses at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. Further, the Union will notify the Company within ten (10) normal working days prior to the hearing of the names of the employees who will be witnesses. The Company may stagger the release of the employees so as to not interfere with production.

SECTION 6

The parties may mutually agree to waive any of the time limits set forth in the Article. Any agreement to waive any of the time limits must be noted on the written grievance and initialed by both parties.

SECTION 7

For purposes of computing time under any of the provisions of the Article, the day of the occurrence, answer, or meeting shall be included in the calculation of time.

SECTION 8

The arbitrator shall hear only one grievance at a time, unless otherwise agreed to in writing by the parties.

ARTICLE XIV
HOURS AND WORK WEEK

Section 1. Work Week

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01a.m. Sunday and ending one hundred sixty-eight (168) hours thereafter. This shall not constitute a guarantee of work in any amount. Ad hoc changes to the reference work week will be at the mutual agreement of the Company and the Union.

(b) 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.

(b) Changes in hours or assignments to shifts may be made whenever necessary. Except for temporary changes in the case of emergencies or to satisfy urgent or critical operational requirements, a five working day notice shall be given in advance of such changes.

(d) The regularly scheduled work week can be changed at the discretion of the Company with seven (7) days notice to the Union.

Section 2. 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 twelve (12) hours prior to the start of the scheduled working hours. In the event that an illness or disability extends beyond the first work day, 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 3. Overtime

The Company will determine the need for and the amount of overtime, and to assign or require employees to work overtime. The Company will assign such overtime as equally as possible to those employees who regularly perform such work and who are qualified, skilled and have the experience to perform such work.

ARTICLE XV
NO STRIKE/NO LOCKOUT

(a) It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, sit-in, picketing, demonstration, concerted work stoppage or any intentional interruption of work during the life of this Agreement.

(b) Any employee or employees engaged in the above prohibited activities shall be subject to disciplinary action and/or discharge.

(c) During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees. In consideration for the no strike provision and the Company's agreement to arbitrate grievances.

ARTICLE XVI
GENERAL

Section 1. Health Physical Examinations

In order to provide continuing health protection for the employees, it shall be the policy of the Employer that:

(a) 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.

(b) 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.

(b) Employees will be required to submit to drug testing as outlined in the Policy hereto attached as Exhibit B.

Section 2: Miscellaneous

(a) Upon an employee's successful renewal of a certification and/or license that they are required to maintain, the company will reimburse to that employee the cost associated with maintaining that certification and/or license which are reasonable and pre-approved by the Project Manager.

(b) Employees will be given the same notice as the company receives from the customer or as soon as it determines it's necessary for them to acquire new or additional certifications and/or licenses for an existing classification. Upon an employee's successful acquisition of the new certification and/or license that is required by the company to maintain their job, the company will reimburse to that employee the costs associated with taking the test and the fee for the certification and/or license, which are reasonable and pre-approved by the Project Manager. Employees will be granted a reasonable period of time (not to exceed one year) from notice by the company to acquire the required certification or license, provided that such a period of time is allowed under the Company's contract with the Government.

(c) The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities, which the United States Government may exercise.

(d) A lead employee is a working member of a bargaining unit existing job classification of employees who is charged with the responsibility of leading, directing, and/or approving and signing for the work of other employees. He/she is responsible for the quality and quantity of work within his/her group. However a lead person is not and does not perform the responsibilities of a supervisor or manager such as conducting investigations, administering counseling or disciplinary action and authorizing or denying time off.

ARTICLE XVII **CATEGORIES**

There are three (3) categories of employees covered by this Agreement. 1. Full time employees who regularly work forty (40) hours per week and who are entitled to the provisions of Articles XVIII, XIX XX and XXI. 2. Part time employees who regularly work less than forty (40) hours per week and who receive a prorated amount of the provisions of Articles XVIII, XIX , XX and XXI. 3. Inactive employees who are in a non-paid status for more than fifteen (15) consecutive working days, and who are not entitled to the provisions of Articles XX, XXI and XXII, unless otherwise proscribed by law.

ARTICLE XVIII
WAGES AND OTHER COMPENSATION

Section 1. Wages

(a) Employees will receive increases in their hourly pay rates as follows:

Effective 01 May 2015 - 3%

Effective 01 May 2016 - 3%

Effective 01 May 2017 - 3%

Wage rates and their effective dates are set forth in Schedule A.

(b) 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 provided that the assignment is for a period of one hour or more. An employee who is temporarily assigned by the Employer to perform the duties of a job classification with a lower rate of pay shall be paid his regular rate during such assignment.

Section 2. Overtime Compensation

Employees will receive overtime compensation at time and one-half their regular rate of pay for hours worked in excess of forty (40) hours per workweek.

Section 3. Lead Pay

Employees assigned to lead positions shall receive an additional one-dollar (\$1.00) per hour over the highest rate being paid in the job classification over which he/she is assigned.

Section 4. Personal Protection Equipment (PPE) Allowance

For those employees the company requires to wear safety-toe protective footwear, the Company will provide that footwear annually and pay up to \$125.00 one-time annually towards the purchase of footwear that is compliant with the Company's safety shoe policy upon the submission of an original purchase receipt provided by the employee.

ARTICLE XIX
HOLIDAYS

(a) 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 Day

President's Day
Good Friday (Floating)
Memorial Day
July Fourth
Labor Day

- (b) If a holiday falls within an employee's vacation period, the employee will record the day as a holiday on his time sheet and will not be charged with a day of vacation.
- (c) When a holiday falls on an employee's regularly scheduled day off, the employee will be allowed to observe the holiday on a scheduled work day within the same week (normally the employee's next scheduled work day) or pay at the Company's discretion.
- (d) To be entitled to holiday pay, the employee must be hired before the holiday and have worked the scheduled day before and the day after the holiday occurs.
- (e) 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.
- (f) Part time employees shall receive prorated holiday pay based upon hours paid in the previous work week.

ARTICLE XX

VACATIONS

- (a) Employees shall be entitled to receive annual paid vacation according to the following schedule. Vacation hours will be granted on the employee's anniversary date following one year of employment.
- One (1) through four (7) years of service: 10 days (80 hours) per year
 - Eight (8) through nine (15) years of service: 15 days (120 hours) per year
 - Sixteen (16) or more (160 hours) per year
- (b) Upon termination, employees will be paid the balance of their accrued vacation.
- (c) Employees should schedule vacation as far in advance as possible. All requests for vacation usage must be submitted to the Employer for approval. Vacations must be scheduled at least two weeks in advance.

(d) Vacation hours may not be carried over to the next year nor paid out, except upon termination.

ARTICLE XXI **BENEFITS**

The Company agrees to make a health and welfare contribution on behalf of the employees covered by this Agreement. The contribution rate, as established by Addendum A, is based upon hours paid (excluding overtime) by the individual employee. The health and welfare will be used to assist in funding Section 5, Insurance below. Contributions will be made to a third party administrator. Any additional difference between the contribution and the actual cost of the insurance program, chosen by the employee, shall be borne by the employee through payroll deduction pursuant to an employee authorization. Any surplus between the contribution and the actual rate shall be deposited in the employee's pension account. An equivalent dollar amount to the surplus will also be deposited in the pension accounts of those employees who opt out of the health plan.

The Company shall provide Workers' Compensation Insurance and State Unemployment benefits as prescribed by applicable State law and/or the Company's contract with the United States Government. The amounts required for any increases in Workers' Compensation premiums and State unemployment insurance rates are fringe benefits under and required by this Agreement.

Section 1 Medical Leave -

Medical Leave is provided for the primary purpose of allowing employees to take time off for medical reasons. Acceptable medical reasons include the employee's own illness, injury, medical treatment, medically advised rest and visits to doctors, dentists, and medical therapists.

1. The employee may be required to supply to the employer written certification from the appropriate health provider for the use of Medical Leave.
2. Employees shall be granted three (3) days of medical leave each calendar year. Employees must be in an active status on the first day of the year to be entitled to the grant.
3. Employees will be allowed to take Medical Leave in 1 (one) hour increments
4. Employees will be paid for hours used at their current pay rate.
5. Accumulated unused Medical leave cannot be carried over to the following calendar year nor paid out at termination.

Section 2. Bereavement Leave –

Employees shall be granted up to four (4) days of paid leave for a death in the immediate family. The immediate family shall include the employee’s spouse, children, parents, parents-in-law, brothers, sisters and grandparents. Bereavement leave may also be used in the event of the death of an ex-spouse, when a minor child is involved (under the age of 18).

Section 3. Compensation for Jury Duty –

Employees requested to appear for jury qualifications 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 for a period not to exceed five (5) days per year. Proof of attendance issued by the court is required. This provision will not apply to witness duty in a case against the Company or its customers.

Section 4. Pension Plan –

A Pension Plan (Employer 401k) will be offered to employees on an elective deferral basis.

Section 5. Insurance

May 1, 2015 = \$4.14

May 1, 2016 = \$4.26

May 1, 2017 = \$4.39

The Company is willing to reopen negotiations should there be a significant increase in the out of pocket premium cost(s) for major medical healthcare coverage (an increase of 25% or more). The union will provide the company with 60-days written notice of its desire to reopen negotiations and the Company will comply within a reasonable time frame. Negotiations will be limited to the terms and conditions outlined in Section 6 Insurance.

ARTICLE XXII
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto and their assign. Both parties agree that the provisions of this Agreement will become effective on May 1, 2015.

ARTICLE XXIII
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any supplements shall not be effected thereby, and the parties shall meet at a mutually agreeable time in collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIV
TERMINATION AND MODIFICATION

This Agreement, effective 1st day of May, 2015, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until April 30, 2018, and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer ninety (90) days prior to expiration date of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice.

ARTICLE XXV
WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservation or unexpressed understanding. It is agreed and understood by the Company, J&J Worldwide Services, 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, and any aspect of hours, wages, rates of pay and other conditions of employment not covered by stipulation in a particular provision of this agreement is declared to have been expressly eliminated as a subject for bargaining and during the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this agreement will become the subject of arbitration.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

J&J WORLDWIDE SERVICES

Nathan Fulmer
Vice President / Operations Support Division

TRANSPORT WORKERS UNION OF AMERICA (AFL-CIO)

Richard Boehm
International Representative

BenYoel Morgan
President TWU Local 527

SCHEDULE A
WAGE SCHEDULE

<u>Job Title</u>	<u>May 1, 2015</u>	<u>May 1, 2016</u>	<u>May 1, 2017</u>
Corrective Maintenance Mechanic	\$19.83	\$20.42	\$21.03
Health & Welfare	\$4.14	\$4.26	\$4.39