

K# 9300

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

International Union of Operating Engineers  
Local 37

5901 Harford Road  
Baltimore, MD 21214

and

Pepco Government Services, LLC  
for  
Baltimore/Washington International Thurgood Marshall Airport and  
Martin State Airport

Effective November 1, 2010 through October 31, 2013

**ARTICLE I**  
**AGREEMENT AND**  
**RECOGNITION OF THE UNION**

**Section 1. Agreement.** This Agreement is entered into effective as of the 1<sup>st</sup> day of November 2010, between Pepco Government Services, LLC, a Delaware limited liability company, hereinafter called the "Company," and Local Union No. 37 of Operating Engineers, hereinafter called the "Union." for the purpose of specifying the wages, hours and other terms and conditions of employment of bargaining unit employees engaged in the operation and routine maintenance of heating and ventilation, air conditioning and other mechanical equipment at the Baltimore/Washington International Thurgood Marshall Airport and Martin State Airport.

**Section 2. Recognition of the Union.** The Company hereby recognizes the Union as the Exclusive Bargaining Agent of employees falling in job classifications of Stationary Engineer, HVAC Mechanic, Maintenance Mechanic, and Maintenance Helpers, who are employed by the Company at Baltimore/Washington International Thurgood Marshall Airport and Martin State Airport (herein the "bargaining unit"), but excluding Shift Supervisors, Plumber/Steamfitters, Electricians, managerial personnel and supervisors as defined in the National Labor Relations Act and all other personnel. The Company will hire Plumber/Steamfitters only to the extent required by the contract between the Company and the Maryland Aviation Administration (the "MAA" or "Client"), which terms may be modified from time to time.

**Section 3. Agreement Term.** This Agreement shall remain in full force and effect for the period of November 1, 2010, to and including October 31, 2013, unless notice of termination or modification is given in writing by either party to the other party, sixty (60) days prior to the Anniversary dates; such notice being sent by registered or certified mail. At the pleasure and agreement of both parties, this Agreement may continue, on month to month basis, after October 31, 2013. All notices required by this Agreement shall be sent to:

For the Union:

Joseph Shanahan, Business Manager  
International Union of Operating Engineers, Local 37, AFL-CIO  
5901 Harford Road, Suite A  
Baltimore, MD 21214

For the Company:

Lloyd Cavey, Vice President  
Pepco Government Services, LLC  
5200 Philadelphia Way, Suite H  
Lanham, MD 20706

**Section 4. Day to Day Agreement.** In the event notice of modification is given by either party and agreement on a new or modified Agreement is not reached by the Anniversary date, both parties agree to continue to work under the terms of this Agreement on a day to day basis until such time that either Agreement or impasse is reached.

## ARTICLE II

### UNION SECURITY

**Section 1. Membership.** It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union shall remain members in good standing and those presently employed who are not members on the effective date of this Agreement, or the signing date of this Agreement, whichever shall be later, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement or hired on or after its effective date shall, on or before the 120<sup>th</sup> day following the beginning of such employment, become and remain members in good standing of the Union.

**Section 2. Union Dues.** Union Dues shall be deducted weekly at a rate of two times the employee's hourly rate plus \$1.50 for each month. These dues will be remitted to the Union by the 15<sup>th</sup> of the following month stating the employee's name, social security number, and amount withheld from pay.

**Section 3. Recruiting.** When new or additional bargaining unit employees are needed, the Company shall notify the Union as to the number and job classifications of employees needed. The Union shall have 48 hours (excluding Saturday, Sunday, and holidays) in which to fill the Company's request for new or additional qualified bargaining unit employees; thereafter, the Company shall be free to fill its needs from other sources.

**Section 4. Qualifications.** The Company shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union. The qualifications for each classification are outlined in the Company and Client contract and attached hereto as Appendix A. Employees who fail to possess or maintain the qualifications for their respective classifications may be laid off by the Company. Employees shall have and maintain in good standing current trade licenses as required by the Company or Client at the employee's expense. In the event the licensing requirements set forth herein change, the Company will notify the Union about the change and the Union will have the opportunity to bargain about its impact.

**Section 5. Notification of Employee Change.** The Company shall, upon request, fully inform the Union concerning reasons for demotion, discharge, and reinstatement, shall give the Union the names of new employees and shall furnish such other reasonable information concerning the hours, wages or working conditions of employees as may be requested.

**Section 6. Part-time Workforce.**

- a. It is recognized and agreed that the Employer may hire more than one (1) employee to work less than thirty-two (32) hours in a scheduled work week. Part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work. Should a full-time vacancy become available, part-time employees shall be considered for the position. Part-time employees who have 90 days of actual work within a calendar year will be required to become a member of the Union. Nothing in this agreement shall constitute a guarantee for a specific schedule or a minimum or a maximum of hours.
- b. Part-time employees will be paid in accordance with the rates established in Article XX, Section 1 of this agreement.
- c. Part-time employees are entitled to the following benefits:
  - i. In lieu of health and welfare benefits, each part-time employee shall be paid \$2.00 per hour above the wage rate shown in Article XX, Section 1 of this agreement.
  - ii. Part-time employees who have over 90 days of actual work within a calendar year shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in Article XX, Section 4 of this agreement.
  - iii. Part-time employees that work on a holiday shall be paid one and one half (1-1/2) times pay plus holiday pay.
  - iv. All other benefits (vacation and sick leave) shall be paid on a "prorate" basis. A permanent percentage will be determined after the probation period has been completed. Accrued benefits are provided upon the anniversary of employment.

**ARTICLE III**

**CONTRACTUAL WORK**

The right of contracting or subcontracting is vested solely on the Company. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members covered under this Agreement. The Company must offer this work to the employees first, if they can do this work. Final decision as to employees doing this work is the Company.

## ARTICLE IV

### NON-DISCRIMINATION

**Section 1.** The Company and the Union both recognize their responsibilities under Federal, State, and local laws and regulations pertaining to fair employment practices as well as the moral principle involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement a commitment not to discriminate against any employee covered by this Agreement on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation, Veteran status or disability, consistent with the requirements of applicable law.

**Section 2.** Where the designations man, he, his, etc., appear, it is accepted and understood by parties to this Agreement that these apply equally to both male and females.

## ARTICLE V

### UNION BUSINESS REPRESENTATION AND SHOP STEWARD

**Section 1. Union Business.** Authorized representatives of the Union shall have access to the work where employees covered by the Agreement are employed, at any time with advance notice to the Company, and with the permission of the Client or Managing Agent, for the purpose of investigating and arbitrating employee complaints and provided they do not interfere with the work of the Company employees and conform to the rules/procedures of the Company and Client.

**Section 2. Shop Steward.** The Union shall appoint or elect shop stewards from among the employees of the Company in the bargaining unit, and these individuals will be made known to the Company by the Union in writing within five (5) days.

## ARTICLE VI

### PROBATIONARY EMPLOYEE

An employee shall be considered a probationary employee until he has completed 120 calendar days of employment with the Company. A probationary employee shall have no seniority rights and the Company may lay-off such employees as it finds necessary, and they shall have no recourse to the grievance procedure. Upon request by the Union, the Company shall provide an explanation as to the reasons for the layoff of probationary employees. After completion of the 120 calendar day probation period, seniority and benefits are calculated back to the date of the hire.

## ARTICLE VII

### HOURS AND OVERTIME

**Section 1. Work Hours.** Forty two and one-half (42 1/2) hours divided into five (5) consecutive days of eight and one-half (8 1/2) consecutive hours per day, subject to shift schedule developed by the Company, shall constitute a week's work. The payroll week begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday. For the term of the contract, shifts are defined as:

- |    |                       |                    |
|----|-----------------------|--------------------|
| a. | 1 <sup>st</sup> Shift | 10:30 PM - 7:00 AM |
| b. | 2 <sup>nd</sup> Shift | 6:30 AM - 3:00 PM  |
| c. | 3 <sup>rd</sup> Shift | 2:30 PM - 11:00 PM |

The normal work day is defined as eight and one-half (8 1/2) hours. This includes eight (8) hours of paid time and one-half (1/2) hour unpaid lunch break. Stationary Engineers work day will be eight and one-half (8 1/2) hours. Engineers will not be permitted to take a lunch break away from their work station; therefore, Engineers will be paid for all hours worked. Meals are to be eaten on the premises during the workday at a time and location designated by the Company. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the base wage rate. When viable in the Company's judgment, the Company may have the option to create a work schedule for four (4) ten (10) hour days at the straight time hourly rate. A ten (10) hour workday scheduled shall include a 30-minute paid meal break. In this schedule, all time worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the base wage rate. Overtime shall apply to all employees covered by this Agreement. Actual time worked, holidays, personal leave, bereavement leave, and paid vacation count as time worked for the purpose of computing overtime.

**Section 1.2. Stationary Engineers.** When viable in the Company's judgment, for the Stationary Engineer classification only, the Company may have the option to create a weekend work schedule of twelve (12) hour days at the straight time hourly rate. The twelve (12) hour day is a 12 hour workday without a specific or designated meal break. Meals are to be eaten on the premises during the workday at a time and location designated by the Company. In this schedule, all time worked in excess of twelve (12) hours in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one half (1-1/2) times the base wage rate.

**Section 2. Days off.** Each employee shall have two regularly assigned days off in each forty (40) hour week and where practicable these days shall be consecutive. Should an employee be assigned to work a full eight (8) hour shift on one of his regularly assigned days off, he shall be paid at one and one-half (1-1/2) times the base wage rate. Should he be assigned to work a full eight (8) hour shift on both of his regularly assigned days off in any given work week, he shall be paid at two (2) times the base wage rate for hours worked on his second day off, otherwise, hours worked on the second day off shall be paid at one and one-half (1-1/2) times the base wage rate.

He shall not be assigned off on any of his regular working days unless requested and approved in advance.

**Section 3. Callback.** In the event that an employee is called back for duty in an emergency after completing his regular work day and signing off, he shall receive not less than four (4) hours pay for same, calculated at one and one-half (1-1/2) times the base wage rate. Callbacks on a holiday shall be paid at the holiday rate. Employees called in early to their normal shift shall be paid at the standard overtime rate for hours worked in excess of eight (8) hours. Employees who have a Company provided vehicle will be paid portal to portal in lieu of the four (4) hour minimum as defined above.

**Section 4. Shift Schedules.** The Company shall post a shift schedule at the time clock. However, such schedule may be changed by the Company upon five (5) calendar days advance notice to the employees. The schedule may also be changed, with less than five (5) days notice, if all employees affected by the shift change voluntarily accept it or if unusual circumstances, such as an emergency, require a shift change with less than five (5) days notice. In the event that shift changes take place with less than five (5) calendar days because of unusual circumstances, the Company will provide notice of the change to the affected employees as soon as possible. Employees are responsible for utilizing the Company electronic timekeeper or other timekeeper in place, to record their worked hours. Each employee is required to punch in upon arriving to job site to work and to punch out upon leaving job site from work.

## ARTICLE VIII

### SHIFT COVERAGE and ESSENTIAL PERSONNEL

**Section 1. Shift Coverage.** The Company is required by its contract with MAA to cover permanent employees' shifts when they are absent due to vacation, illness or other reasons. The Company will reschedule employees' shifts to cover planned vacation with existing permanent employees, as feasible. Rescheduled employees will not be displaced longer than two (2) weeks. Employees are encouraged, but not required, to arrange coverage of each other's shifts so long as no employee works more than sixteen (16) consecutive hours. Such shift coverage will be at straight time, overtime or the appropriate holiday wage, if applicable. Employees will notify management not less than four (4) working days prior to shift of the name of shift coverage person to be provided. When shifts are not covered by the Company rescheduling employees or by individual employee arranging shift coverage, the Company may use part-time employees to cover shifts at its discretion.

**Section 2. Essential Personnel.** All employees covered by this Agreement are considered essential personnel and are required to report to work as scheduled. In addition, Stationary Engineers are required by contract to be on site at all times, therefore, prior to the Stationary Engineers being released of their duties, an equivalent trade must be present on site to relieve and assume the trade responsibilities. If there is more than one of the same trade on site, the employee with more seniority has the choice to leave or cover.

**ARTICLE IX**

**VACATIONS/FUNERAL LEAVE/JURY DUTY**

**Section 1. Vacation.** Years of service are calculated from the date of hire. Vacation entitlement begins on January 1 of each year and ends on December 31. Vacation entitlement begins going into the outlined years below. (Ex. Hired July 2005; January 2006 begins the 2<sup>nd</sup> year of this employees' vacation and the 2 weeks eligibility begins January 2006.) All vacation must be taken in the calendar year in which it is earned. Unused vacation at the year-end is forfeited. Employees who submit a 2-week written resignation will be paid for vacation prorated at his current rate of accrual from January 1 to the date of termination less any vacation used. If the employee's termination is voluntary and his vacation balance is negative, the negative hours will be deducted from his final paycheck. A minimum of fourteen (14) days advance written notice to the Company and approval is required before vacation can be taken. The Company must approve all paid vacations in advance. The Company shall provide standard forms for the submission of vacation requests by employees.

<b>Hire Date</b>	<b>Before November 1, 2006 Continuously</b>			
<b>Service Years</b>	1 through 4	5 through 9	10 through 14	15 and more
<b>Eligibility</b>	2 weeks	3 weeks	4 weeks	5 weeks

<b>Hire Date</b>	<b>After November 1, 2006 Continuously</b>			
<b>Service Years</b>	1	2 through 5	6 through 9	10 and more
<b>Eligibility</b>	1 week	2 weeks	3 weeks	4 weeks

**Section 2. Bereavement.** It is recognized by the Company and the Union that time off may be needed by an employee to attend a funeral service. If any of these days are working days, the employee shall suffer no loss in pay. Five (5) days funeral leave shall be operative for the death of a spouse, child/stepchild, brother, sister or parent/stepparent and three (3) days for the death of a grandparent or parent-in-law. Employees shall be paid at base wage rate for the number of hours corresponding to that employee's scheduled hours for that day (i.e., 8 hours for regular schedule; 10 hours for employees in 10 hours/day schedule; 12 hours for employees in 12 hour/day schedule).

**Section 3. Jury duty.** The Company agrees to pay for the employee's regular workday hours (8,10 or 12 depending on schedule) for jury duty days with an annual maximum of two days per employee. After the two days, the Company agrees to pay the difference for time, which the employee is required to lose on account of service on a jury. The difference will be computed on the employee's base wage rate for the employee's regularly scheduled hours less his compensation for being required to serve on such jury. Such employee shall report for his regular work whenever his duties as a juror permit him reasonable time to do so. For safety and health reasons, the Company agrees to these terms for members of Shift 1 and Shift 3 though jury duty is conducted during Shift 2. The employee must provide 7 days advance notice with documentation. Employee must provide written proof of attendance within 24 hours of serving before paid leave for absence will be granted.

## ARTICLE X

### HOLIDAYS

The following holidays shall be recognized and employees assigned off duty shall receive a day's pay for the same:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Christmas Day

Labor Day

Thanksgiving Day

Presidential Inauguration Day

All future holidays as declared legal by the United States Congress. Work performed by an employee on any of these days shall be paid for at two (2) times the base wage rate plus a day's holiday pay. The Company shall observe these holidays on the same day as they are observed by the Government of the United States. If a holiday falls on an employee's regular scheduled day off, he shall receive an additional day's pay or a day off in lieu of holiday pay must be taken in the same pay week in which the holiday occurs. If an employee calls absent (unscheduled leave) on either side of a holiday or on a holiday, the employee shall not receive holiday rate pay for the holiday.

## ARTICLE XI

### SICK LEAVE and PERSONAL LEAVE

**Section 1. Sick Leave.** Each employee shall be entitled to five (5) working days sick leave per year with pay. Employees will be granted their sick leave allotment on Jan 1. Should an employee not use all of their authorized sick leave in a calendar year, the Company will "buy back" the unused days at the employees current straight-time rate. Unused sick leave may not be carried forward from year to year. In the event of separation or termination from the Company, sick leave shall be forfeited. After two (2) consecutive days of sick leave has been used, the Company may request proof of illness or incapacitation be furnished by the employees' physician before granting paid sick leave.

**Section 2. Personal Leave.** Each employee may utilize up to twenty-four (24) hours of vacation time as personal leave, provided that the employee gives the Company a minimum of two (2) hours notice when requesting use of personal leave. Personal leave may not be taken to extend holidays. Personal leave shall count as hours worked for the purpose of computing overtime. Upon separation from the Company all personal days shall be forfeited. Personal leave shall not be carried over on an annual basis.

**Section 3. Weather Conditions.** Snow days and other extreme weather conditions. If an employee cannot make it to work due to snow other extreme weather conditions, the employee, at his discretion, can use personal leave or vacation time to cover these days. The payment for

this leave will be at the Company's discretion and approval and will not include unpaid leave unless personal and vacation leave have been exhausted.

## ARTICLE XII

### MILEAGE/APPEARANCE/CONDUCT

**Section 1. Mileage.** Employees will be reimbursed at a rate of forty cents (\$.40) per mile when the use of personal vehicles is required for the performance of duties for the Company. This shall not include normal commuting from an employee's home to or from an assigned work site. Employees are prohibited from using their personal vehicles for work related tasks without prior Management approval.

**Section 2. Uniforms.** The Company will supply each employee with sufficient uniforms. The Company will replace worn damaged uniforms provided wear and damage is reasonable. Uniforms are and shall remain the property of the Company. It is agreed, however, that any issued uniforms not turned in at the time of termination will be paid for by the employee at the time of separation. During adverse weather conditions employees may wear their own personal coats or hats. The Company will provide cold weather jackets only at the request of the employee. An employee will be limited to one jacket during the term of the Agreement. The appearance of the jacket cannot be modified.

**Section 3. Appearance.** Each employee represents the Company and what it stands for. Customers and the public will judge the Company by how the employees look and conduct themselves while on duty. The Company image and reputation is of extreme importance so the rules of conduct and appearances are strictly enforced. Each day when employees arrive for shift they should take a moment to check their appearance and think of the impression they are about to make. All employees shall present a neat professional and well groomed appearance appropriate for their trade at all times. This includes, but is not limited to, the following:

Only a Pepco Government Services, blue Local 37 or plain navy blue cap may be worn. Employees with shoulder length hair working around equipment must provide and wear hairnets for safety purposes. Faddish styles and outrageous multicolored hair are not authorized. Hair must be controlled, be neatly groomed, clean and securely fastened so as not to compromise safety around equipment and machinery. Employees must be clean-shaven unless they wear a mustache or beard. If these exist, mustaches and beards shall be neatly groomed before reporting to work. If an employee cannot shave due to medical reasons, a doctor's note documenting this condition must be provided. Facial hair shall not impede safe respirator use by creating a potential safety hazard. For safety reasons, employees may not wear pendant or hoop earrings, necklaces (outside their uniforms) or bracelets while on duty. Personal property such as radios, MP3 players, or belt knives may not be carried while on duty. Employee must provide and wear a suitable work belt and work shoes. Belts shall be black in color and shall not have large ornamental type buckles. Employees shall wear leather top work shoes. Athletic footwear, tennis shoes or casual type foot coverings are not permitted. All employees will wear a full and complete uniform at all times while on duty. Uniforms will be clean, pressed and in good condition when reporting for work. Uniforms may not be altered or modified in any way. While

in uniform, employees may not carry or wear visible items other than those issued by the Company or as set forth herein. These include belt or boot knives, elaborate key rings, suspenders and braces, chains, buttons, pins and similar adornment. Company issued radios, cell phones and pagers shall be worn clipped to the uniform pants belt. Uniform shirttails shall be tucked in at all times. Shirts worn under the uniform shirt, such as t-shirts or long underwear, may not extend beyond the sleeves of the uniform shirt or be visible through the uniform shirts. Shirts shall be buttoned at all times. The collar button may remain open unless the uniform includes a necktie. If boots are worn, pant legs may not be tucked into the top of the boot. Pants legs must extend their full length as though normal shoes are being worn. Uniforms and ID badges shall not be worn off duty unless going directly to work from home or directly home from work.

**Section 4. Conduct.** From time to time you will be in contact with our clients, tenants and the general public as you perform your duties. Dealing with the public takes patience, tact, courtesy and sometimes restraint. Avoid confrontations and arguments. If a situation is developing, withdraw and advise your Supervisor/Management. You are expected to conduct yourself in a courteous and professional manner at all time. Do not loiter at your property either before or after your shift or in public or tenant spaces at any time. Loud, boisterous or argumentative behavior is strictly prohibited. You may neither possess nor use alcohol or any controlled substance while on Company premises nor be under the influence of any controlled substance or be impaired by alcohol while on duty. Violation of this rule will result in immediate dismissal/termination of employment.

## ARTICLE XIII

### DISCHARGE

**Section 1. Warning Notice.** The Company reserves the right to discharge any employee for just cause. Except as defined in the probationary period, no employee shall be discharged, except as hereinafter provided, unless he shall have been given warning notices in writing. Whenever the Company issues a warning notice, a copy of such notice shall be sent simultaneously to the Union Business Manager. Such notice shall state the complaints of the Company.

- 1<sup>st</sup> Offense – Written warning
- 2<sup>nd</sup> Offense – Written warning
- 3<sup>rd</sup> Offense – Time off up to two (2) weeks without pay
- 4<sup>th</sup> Offense – Discharge

**Section 2. Immediate Cause for Discharge.** No warning notices need to be given to an employee before he is discharged if the cause of such discharge is proven dishonesty; drunkenness; possession or use of alcohol or any controlled substance while on Company premises; being under the influence of any controlled substance or being impaired by alcohol while on duty, willful destruction of property; falsifying, altering or omitting on any Company document; recording another employee's time; fighting or; unauthorized absence from assigned duty for three consecutive workdays without notice and without good reason; harassing,

threatening, intimidating or coercing a customer or other employee; willful damage of equipment or any other conduct, act or omission that the Company judges to be detrimental to its interests. All official disciplinary warnings against an employee shall be in writing and a copy thereof shall be given to the Union. In the event any employee goes for a period of twelve (12) months without receiving an official warning, all previous warnings more than 12 months shall be removed from consideration in any proceedings, which affects the status of an employee.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

**Section 1. Complaint/Grievance Register.** Any employee who wishes to register a complaint and/or grievance shall present the same to the Union Business Representative without delay and this matter shall be promptly brought to the attention of the appropriate Company Officers within five (5) days of the occurrence of the event leading up to the grievance. If the matter is not satisfactorily resolved within one (1) calendar week thereafter, the grievance shall be submitted in writing within three (3) weeks after the receipt of a said grievance.

**Section 2. Arbitration.** If the grievance is not settled under the procedures outlined above or upon failure to agree within the time limits set forth above, the grievance shall be submitted to the decision of an Arbitrator selected by mutual agreement of the parties, to be selected under the procedure of the American Arbitration Association. The fee and expenses of the Arbitrator shall be shared equally by both parties. Expenses of witnesses shall be borne by the party calling said witnesses.

**Section 3. Arbitration Decision.** The decision of the Arbitrator with respect to such grievance shall be final, binding and conclusive on the Company and the Union and all of the Members of the Union; provided, however, that said Arbitrator shall have no power:

- a. To add or subtract from or modify any of the terms of this Agreement.
- b. To allow any claims for wages for time not worked directly or indirectly due to stoppages of work or other labor disturbances.

**Section 4. Abandonment/Resolved Grievance.** Any grievance which is not carried by the Union to the next step of the grievance procedure within the time prescribed shall be deemed to have been abandoned or resolved and no further claim for adjustment or such grievance shall be made.

## ARTICLE XV

### CHANGE OF EMPLOYEE ADDRESS/PHONE NUMBER

Employees shall notify both the Company and the Union in writing within five (5) working days of any change of address, phone number, or emergency contact. Employees are further required to notify the Company within the time frame provided above of any new allergies.

**ARTICLE XVI**

**TIME MANAGEMENT**

The Company and Client contract is a labor contract that requires all labor hours worked to be accounted for in the Client CMMS. Employees are responsible for documenting their actual time worked through the Company policies and procedures issued.

**ARTICLE XVII**

**STRIKES, LOCKOUTS, STOPPAGES**

The Union agrees that it will not direct its members to strike, picket the Company's premises or work sites, or stop work and the Company agrees that it will not lockout the employees covered by the Agreement.

**ARTICLE XVIII**

**WORK DONE BY THE EMPLOYEES NOT COVERED BY THIS AGREEMENT**

Non-bargaining unit employees of the Company or the Company's vendors, contractors, and sub-contractors may perform work of a technical nature.

**ARTICLE XIX**

**MANAGEMENT RIGHTS**

The management of the Company business; including but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force); the right to determine the number of employees to be employed, the right to promote, demote, transfer, layoff, and recall to work, the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities are the sole and exclusive prerogative and responsibility of the Company. The Company retains all rights not specifically nullified by this Agreement.

**ARTICLE XX**

**WAGES/FRINGES**

**Section 1. Wages.** All wages are paid weekly by the Company. The following hourly wage rates and classifications apply during the term of this Agreement:

Union Category	Current Rate	11/1/2010 Rate	11/1/2011 Rate	11/1/2012 Rate
Stationary Engineer	\$ 25.01	\$ 25.84	\$ 26.43	\$ 27.04
HVAC Mechanic	\$ 23.91	\$ 24.71	\$ 25.28	\$ 25.86

Maintenance Mechanic	\$ 21.18	\$ 21.92	\$ 22.42	\$ 22.94
Maintenance Helper	\$ 15.06	\$ 15.66	\$ 16.02	\$ 16.39

**Section 2. Health Insurance.** The Company agrees to pay the monthly sums listed below to the Operating Engineers Benefit Fund based on the initial election chosen by each employee or during the open enrollment period which is typically the month of January each year. Contribution rates for the term of the contract are as follows:

Plan Category	11/1/2010 Rate	11/1/2011 Rate	11/1/2012 Rate
Single	\$ 398.58/mo.	\$ 407.75/mo.	\$ 417.13
Dual	\$ 750.51/mo.	\$ 767.77/mo.	\$ 785.43
Family	\$ 1,000/mo.	\$ 1,023.00/mo.	\$ 1,046.53

The Company shall have the right to, and will deduct from the wages of the employees making an election, the difference between the Company contribution, as listed above, and the Plan cost as determined from time to time by the Trustees of the Local 37 Plan.

The contribution by the Company together with the amount withheld from the employee's wages shall be paid to the Plan Administrator no later than the twentieth of the month following the month in which the deductions were made.

The Union agrees to provide the Company with no less than 30 days' notice of any rate increases or plan changes.

**Section 3. Federal Legislation.** In the event that Federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the health and welfare provisions of this Agreement, it is agreed that the parties will immediately meet and negotiate appropriate modifications. If such negotiation result in an impasse, the parties agree to select a mutually acceptable mediator from a panel submitted by the Federal Mediation and Conciliation Service within two (2) days after such panels has been submitted to both parties.

**Section 4. Pension Fund.** The Company agrees to contribute the following sums to the Central Pension Fund of the International Union of Operating Engineers. Based upon actual hours worked and paid vacation per man up to a maximum forty (40) hours in any one work week.

Union Category	11/1/2010 Pension Contribution	11/1/2011 Pension Contribution	11/1/2012 Pension Contribution
All Employees	\$1.95	\$2.00	\$ 2.05

**Section 4A. Contribution Hours.** For the purpose of calculating amounts due the Central Pension Fund, the Company agrees to submit a monthly record composed of all hours each employee is paid for hours worked, vacation, holidays, sick leave, personal leave, bereavement leave and overtime. The Company will make the above referenced contribution based upon these hours to a maximum of 160 hours per month.

**Section 5. Training Fund.** The Company agrees to maintain an annual training budget of \$2,000.00 to reimburse members for Company approved and completed seminars with a duration of two days or less. If applicable, members must receive a passing grade of at least a B to be eligible for reimbursement. Members must attend every scheduled day of the seminar to be eligible for reimbursement. The Company can elect to pay in advance for Company approved seminars. If advance payment is made and the eligibility requirements are not met, the member must reimburse the Company within 60 days from the date of the seminar.

**Section 6. Payday.** Payday shall be weekly. Employees are to be paid at the option of the Company in cash or negotiable payroll checks or by electronic transfer. If mailed, Company shall mail such checks no later than the third working day following the end of the Company's weekly payroll period. If electronic transfer is used, funds will be deposited on or before the close of business on Thursday of the week following the weekly payroll period.

**Section 7. Company Tools.** The Company agrees to furnish all necessary tools and equipment for the sufficient performance of the employees' duties with the exceptions in Article XX Section 8. Tools are and remain the property of the Company. Lost tools or tools damaged through misuse or neglect assigned to an employee shall be paid for by the employee and the assigned tools shall be returned at termination or paid for at the time of separation.

**Section 8. Employee Tools.** The Employee will purchase the following trade tool sets for their specific trade to utilize in their daily tasks. Employees are required to obtain within 120 days of this signed contract or 120 days of hire date. The Company will replace broken tools used on the job and outside of the trade tool sets at the Company's discretion. The Company will replace broken tools from the trade tool sets with like quality provided the broken tool is turned into the Company. The Company may assist with purchasing items through discounted national accounts at the request of the Employee.

<b>Basic Tool Set for All Employees</b>
4 in 1 screwdriver
8" & 12" adjustable wrenches
Nut driver set from 3/16" to 3/8" with 1/4" and 5/16" minimum
Folding hex wrench set 5/64" to 1/4"
6" slip joint pliers
12" channel lock tongue and groove pliers
6" long nose pliers with side cutters
Digital thermometer
Flashlight
25' tape measure
Razor knife
Magnetic pickup tool

<b>Maintenance Mechanics and Engineers: Basic Tool Set plus the following</b>
6" magnetic torpedo level

3/8 drive socket set with ratchet wrench 3/8" to 7/8"
Aligning punch
Wire stripper/terminal crimping tool
Electrical tester (voltage and ohms)

<b>HVAC Mechanics: Basic Tool Set, Maintenance Mechanic Tool Set plus:</b>
Tubing cutter
Service valve wrench
Manifold gauges
Multi-meter

**Section 9. Professional Technical Growth.** All Full Time Employees are required to complete a minimum of one (1) job related course each calendar year. If an employee does not meet this requirement, his employment may be terminated with the Company.

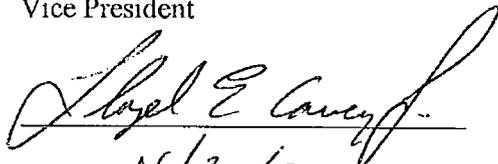
In witness whereof, the parties hereunto caused their presence to be executed by their respective duly authorized officers.

Pepco Government Services, LLC  
 5200 Philadelphia Way, Suite H  
 Lanham, MD 20706

I.U.O.E. Local 37  
 5901 A Harford Road  
 Baltimore, MD 21214

By: Lloyd Cavey  
 Vice President

By: Joseph F. Shanahan  
 Business Manager

  
 Date: 11/30/2010

  
 Date: 11-30-10

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