

November 1, 2013

Elva R. Campbell
Business Representative
International Union of Operating Engineers, Local 351
2786 Arapaho Rd
Sulphur, OK 73086

**Re: Oklahoma City & Lawton, OK Contract No. GS-06F-0035R/
BPA No. GS-07P-10-JU-A-0107
Collective Bargaining Agreement between EMCOR Government Services, Inc. and
the International Union of Operating Engineers, Local 351
Effective August 15, 2013 through October 31, 2015**

Dear Mr. Campbell:

Enclosed for your records is an original fully executed copy of the Collective Bargaining Agreement between EMCOR Government Services, Inc. and the International Union of Operating Engineers, Local 351 for the covered employees located at the Oklahoma City and Lawton, OK facilities.

The effective period of this Collective Bargaining Agreement is August 15, 2013 through October 31, 2015.

Should you have any questions or concerns, please contact me at (571) 403-8889 or jpong@emcor.net.

Sincerely,



Jennifer Pong
Contracts Coordinator

Encl.

cc: Contract File

COLLECTIVE BARGAINING AGREEMENT

Between

EMCOR Government Services

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local No. 351

Oklahoma City, OK Facilities

Effective: August 15, 2013 through October 31, 2015.

PREAMBLE

This Agreement entered into by and between EMCOR Government Services its successors and assigns, hereinafter referred to as the "COMPANY", and Local No. 351, International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

The COMPANY and the UNION, having a common and sympathetic interest in the progress of industry, have entered into this Agreement in order to promote and maintain harmonious relations between the COMPANY and its employees covered hereby, to insure the efficient operation of the COMPANY, and to provide means for adjusting any differences which may arise by rational, common sense methods. Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, it shall equally include the other and whenever the masculine or feminine gender is used, it shall equally include the other.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Article 1

Union Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency in all matters concerning wages, hours and working conditions for all maintenance employee personnel and clerical employees employed by the Company, in the Oklahoma City, Oklahoma facilities in accordance with GSA contract number GS-06F-0035R/GS-07P-10-JU-A-0107, excluding all guards, professional employees, confidential employees and supervisors as defined in the National Labor Relations Act as amended.

Article 2

Safety

The Company and the Union agree that each will perform its proper function in promoting and maintaining safe working conditions and good housekeeping

practices. The sites may implement safety initiatives involving employee participation as individuals or on teams.

If a safety issue is not resolved satisfactorily or an unsafe condition or situation exists where an employee considers site safety rules as unreasonable, the issue should be brought to the attention of supervision by the employee or the steward. If there is no resolution, the employee or steward may request a final review of the problem by letter addressed to the Project Director of the Company.

Article 3

Union Security and Dues Check Off

All employees covered by this agreement who are or become members of the Union shall maintain their membership in the union in good standing for the duration of this agreement, provided however, that employees shall have a period August 1st through August 15th of each year to notify the Union and the Company in writing that he or she no longer desires to be a member of the Union.

Once an employee signs and submits a check-off authorization form to the company that allows union dues withholding from his or her pay check, union dues will be withheld until the employee notifies the Company in writing to stop withholding. The open period to submit a request to stop withholding shall be August 1st through August 15th of each year. The Company shall notify the Union of the employee's desire in writing and then cease to deduct union dues from that employee's pay check effective August 16th. The form used by the company shall be the following:

"I hereby authorize EMCOR, my employer, to deduct from my wages due me and payable on the first regular payday each month, an equivalent to two (2) hours of base wages plus per capita tax, being my regular periodic union dues and to remit this amount to the proper officer of Local 351 for my account. This authorization may be revoked by me during the period of August 1st through August 15th of each year or upon termination of my employment.

Date_____

Employee_____

Signature_____

The Union and the Company shall respect the agency of the employee with regard to union membership and neither party shall discriminate against any employee in any manner in regard to his choice of membership or non-membership in the Union. The Union will indemnify and save harmless the Employer from any and all claims and disputes by reason of the Employer acting in reliance upon voluntary assignments furnished it. The Employer shall once each month furnish a list to the Union showing all newly hired employees or employees who are laid off or ceased to be an employee of the Employer.

Article 4

Rights of Management

(a) The management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for proper cause, which includes misconduct, dishonesty, poor attendance, tardiness, safety procedure and/or policy violation(s), sub-standard job performance, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services which employees shall perform, to direct, instruct and control employees, including, but not limited to the determination of the number and qualification of employees to perform work, the quality of work standards and the required employee performance to meet such standards, to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work and to perform all other functions in the administration, management, control and/or direction of the business.

(b) Employees must be able to be issued and maintain a contractor badge by the client at Oklahoma City Federal Office Building. If the employee is unable to obtain said contractor badge, or if it is revoked, the employee will be terminated or their offer of employment will be rescinded. Such discharge is not subject to the grievance and arbitration provisions listed in this Agreement.

(c) The exercise of management rights, powers and authority shall not be subject to any grievance and/or arbitration procedure, provided that the exercise of such rights, powers and authority are not in violation of the express terms of the Agreement.

Article 5

No Strike – No Lockout

There shall be no strike, slowdown, or other stoppage of work by the Union or Union employees and no lockout by the Company during the life of this Agreement.

Article 6

Seniority

Section 1. Classification Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment. Company Seniority under this Agreement shall be defined as length of continuous service from the employee's date of hire by the Company or a previous contractor performing the services under the current contract between the Company and the General Services Administration.

Section 2. The Company shall establish available work shifts, days off and vacation periods. Classification Seniority shall be considered in the selection of work shifts, days off, reduction and restoration of the working force. Company Seniority shall be considered in the selection of vacation periods, amount of vacation, and sick leave. The Service Order Dispatcher will work a shift consisting of eight (8) consecutive hours with a working lunch included therein.

Section 3. Probationary employees may be assigned to any shift.

Section 4. Classification and Company Seniority lists shall be prepared by the Company and shall be posted January 1st of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct and the Company need not entertain any subsequent protest by an employee or the Union.

Section 5. In case of layoffs, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. In case of the restoration of the working force, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. The Steward shall be the last employee to be laid off provided he has the ability to perform the remaining work.

Section 6. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

- A. The employee quits or resigns.
- B. The employee is discharged for cause.
- C. The employee is laid off and not re-employed within six (6) months.
- D. The employee has been laid off for less than six (6) months and the employee does not return to the service on or before a date specified in a Registered Mail letter from the Company, mailed to the employee's last known address offering such employee re-employment, which date shall not be prior to five (5) days after mailing such notice, provided however, that this paragraph D shall not apply to offers of temporary work.
- E. The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- F. If an employee takes a position outside of the collective bargaining agreement for 90 days.

Section 7: Before employees are hired from the outside to fill vacancies, it is the intention of the Company to promote from within the bargaining unit, if available employees have the skill and the ability necessary to do the work, as determined by the Company. In such instance the senior qualified employee will be promoted. In the event that an employee is promoted or upgraded to a higher rated occupational classification, the employee shall receive the applicable salary rate. The Union will be advised at least one week in advance, if practical, of promotions and upgrades becoming effective. The Company shall notify the union of job vacancies which it intends to fill. The Union may refer applications for employment to the Company provided the applicants meet the standards, qualifications, and criteria for the vacancies. The Company shall have the right to reject any job applicant referred by the Union.

Section 8: The Company, the Union and all employees covered by this Agreement shall, at all times and in all circumstances, abide by and comply with the Contract between GSA and the Company as it relates to security, access, suitability, behavior, comportment, and safety.

Article 7

Probationary and Temporary Employees

Newly hired employees shall be on probation for the first Ninety (90) days of employment (employees carried over from a previous contractor are not considered newly hired employees). During this period, employees shall receive the rates of pay, fringes and holidays provided herein. Vacation and sick leave will not accumulate or be available during the probationary period. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to arbitration. However, no employee shall waive any rights or protection of the laws of the United State of America.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue vacation benefits based on their total length of service with the Company.

Temporary employees are those who are employed for a period of ninety (90) days or less with notification to the Union. Any temporary employee employed for a period in excess of ninety (90) days shall become permanent.

Article 8

Wages, Health & Welfare and Pension

The Wage rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

The Health & Welfare and Pension rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

The Company shall pay the Health and Welfare benefit for all hours paid up to a maximum of 40 per week. Payments shall be dispersed across the 26 pay periods. The Central Pension contributions shall be paid for all hours worked or paid. The Health and Welfare and Pension rates which shall be effective during the term of this agreement are set forth in Schedule "A".

Effective November 1, 2013, employees not opting for Company medical benefits shall have their Health & Welfare added to their paychecks after showing that such individual has medical coverage other than the Company medical plan or

signs the required waiver form for Medical coverage. Health & Welfare shall not be added to a 401(k).

Retirement Savings Plan:

Effective November 1, 2013, full time and part time employees may participate in the EMCOR Group, Inc. and Subsidiaries Union Employees 401(k) Plan (the "Plan") under the terms of the Plan document. As currently in effect, eligible employees may voluntarily elect to defer in a whole percentage from 1% to 50% of eligible earnings, subject to applicable Federal annual retirement contribution limits and withdrawal restrictions required by law and the Plan.

Eligible Employees may voluntarily elect to defer into the Plan under the terms provided above on the first of the month following their date of hire at the project site. Eligible employees covered under this collective bargaining agreement are not eligible for any company matching contribution on amounts deferred to the Plan. In addition, eligible employees are not permitted to make any after-tax contributions to the Plan.

Effective November 1, 2013 full time and part-time employees with the Company will be eligible to receive a contribution allocation to their account under the Plan equal to \$.50 cents for each hour paid on behalf of employment with the Company, up to a maximum of forty (40) hours per week (i.e., a maximum Company contribution of \$20.00 per week). Employees hired after November 1, 2013 will be eligible to receive this Company contribution as of the first of the month following their date of hire at the project site.

Effective November 1, 2014, full-time and part-time employees will receive a contribution to their Savings Plan account of \$.50 cents for each hour paid up to a maximum of forty (40) hours per week (i.e., a maximum Company contribution of \$20.00 per week).

Any amounts deferred by eligible employees are deposited into the Plan's Trust and allocated to the employee's account under the Plan. Employees are at all times 100% fully vested in the amounts they defer to the Plan.

An Eligible Employee shall be vested in, and have a non-forfeitable right to the Company contribution allocated to his account as outlined above in accordance with the following schedule:

Years of Vesting Service Percent Vested

less than 1 year	0%
1 year	50%
2 years	100%

The Company's contribution to the individual's Savings Plan account will be made following the regular payroll cycle.

Article 9

Hours of Work and Overtime

Section 1. Wage Schedule: Wages and classification of positions shall be as shown in Schedule "A". All wages are to be paid Bi-Weekly on Friday.

Section 2. Workweek and Overtime: The normal workweek will be eight (8) hours a day five days a week. All hours worked in excess of eight (8) hours in day and for work in excess of forty (40) hours per week but not both, shall constitute overtime and shall be paid for at one and one-half (1½) times the employee's basic rate of pay. The workweek begins on **Saturday** and ends on **Friday**.

Section 3. Days Off: Where possible, each employee shall have two (2) regularly assigned days off in each forty (40) hour workweek and, these days shall be consecutive. Employees shall not be reassigned alternate days off to avoid payment of overtime.

Section 4. Regular Work Schedule: The Project Manager or his designee shall post a work schedule at least one week in advance according to contract requirements. In case of an emergency or requirements by the government, the schedule shall be posted as soon as possible.

Section 6. Overtime Work Schedule: The Project Manager or his designee shall post notice of all known scheduled overtime at least twenty-four (24) hours prior to the scheduled overtime, with the exception to emergency overtime.

The Company will attempt to keep the overtime equalized among the employees at the facility. Overtime will be offered to the employee who is lowest on the overtime list first and qualified to work the assignment. If that employee turns down the overtime, then the overtime will be offered to next lowest overtime employee qualified to work the assignment and so on until the overtime is accepted. If no one accepts the overtime assignment, then the employee with the least amount

of overtime and qualified to work the assignment must accept the overtime assignment. If two employees are equal in overtime, then the overtime will be offered to the most senior employee qualified to work the assignment first.

Section 7. Call Back: In the event an employee is called in to work after his shift has ended and he has left the premises, or on a day off, such employee shall be guaranteed a minimum of four (4) hours of overtime pay. The four (4) hours is only a minimum and if such employee works more than four (4) hours outside of his regular scheduled shift, then such employee shall be paid for actual hours worked. Call back pay does not apply where the employee is called in to begin his regular shift early or is held over to complete work. These hours will be paid per overtime rules for actual hours worked. All call in pay will be verified by government sign in/sign out log.

Section 8. Mandatory Overtime: The Company shall have the right to direct an employee to work overtime. At a minimum the lowest seniority and qualified employee will perform the overtime duties as requested.

Section 9. On Call Employee: The Company agrees that there will not be a on-call schedule but if an employee is scheduled to be on call to cover for the Project Manager's leave he will be reimbursed for time spent coordinating any repair efforts at the employee's basic rate in addition to any other wages earned that week.

Section 10. Use of personal property: Use of personal vehicle for Company business will be allowed if agreeable to employee and the Company. The employee will be reimbursed for such use at the then-current IRS allowance per mile. The use of a personal cell phone for Company business will not be allowed. If a cell phone is deemed necessary, one will be provided by the Company. All tools will be provided by the company. All tools and equipment shall be furnished by the Company. All employees are prohibited from bringing in and using personal tools and equipment at the workplace.

Section 11. Lead Mechanic Position: The employee who fills in for the Project Manager during his absence due to vacations or some other Company related or excused absence, shall be designated the Lead Mechanic and receive \$1.00 an hour above the Electrician hourly rate. If the Company requires an employee to work in the Capacity of Lead Mechanic during a weekend, that employee shall receive a minimum of four (4) hours pay at the Lead mechanic pay rate for each day covering for Project manager. The company will keep a Lead Mechanic log book that will show the hours each employee has been paid or refused in the Lead Mechanic Position. The Project Manager will offer the Lead Mechanic position to licensed

employees, who are approved by the client (GSA) and have the fewest hours earned as the Lead Mechanic position first as reflected in the log book.

Article 10

Holidays

The Company will pay eligible employees for the following holidays not worked: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and one Floating Holiday.

Section 1: In weeks during which a holiday occurs on a scheduled workday and an employee is assigned a day off, he shall receive a day's pay for that holiday. Paid holidays shall count towards the 40 hours of work required for overtime pay purposes.

Section 2: If an employee works on any of these holidays, he shall be paid at one and one-half (1-1/2) times plus holiday pay.

Section 3: If a holiday falls on a full-time employee's regularly scheduled day off and he is not required to work, he shall receive the regularly assigned hours' pay at his straight time rate. A part-time employee will receive holiday pay at his regular hourly rate times the average daily hours worked in the week preceding the holiday observance. In order for an employee to receive holiday pay under this Article 10, he must work or have his absence excused for the work day immediately before and immediately after that holiday.

Section 4: Should a holiday fall on a weekend, the day designated by the US Government shall be recognized as the holiday.

Section 5: Notwithstanding any other provisions of this Agreement, it is understood and agreed that in no event shall Sections 1, 2 or 3 of this Article be combined or pyramided.

Section 6 Holiday:

Employees will enjoy additional floating holiday. The holiday will be subject to the same notice to employer as PTO stipulated in Article 11.

Article 11

Personal Leave

Section 11.1: Accruals

- (a) Effective as of the date of this Agreement, each employee's length of service, for the purpose of computing personal leave, will be the employee's seniority.
- (b) The personal leave year shall be from January 1st through December 31st.
- (c) Personal leave shall be taken at such time during the personal leave year as will least interfere with production or services as determined by the Employer.
- (d) All employees covered by this Agreement and on the active payroll of the Employer will accrue personal leave as follows:
 - During first year of employment - 80 hours per year / 10 days (3.33 hours per pay period)
 - After one (1) year - 120 hours per year / 20 days (4.61 hours per pay period)
 - After five (5) years - 160 hours per year / 25 days (6.15 hours per pay period)
 - After twelve (12) years - 200 hours per year / 30 days (7.69 hours per pay period)
- (e) If an Employer observed holiday falls while an employee is using personal leave, holiday pay will be paid and personal leave will not be charged.
- (f) Personal leave will not accrue while an employee is on unpaid leave of absence in excess of forty (40) consecutive hours, in LWOP status for in excess of forty (40) consecutive hours, or on disability or workers' compensation.
- (g) Employees may have the option to voluntarily transfer up to twenty (20) hours of personal leave time to a fellow employee in cases of hardship during the year in which the personal leave was accumulated.

Section 11.2: When Personal Leave May Be Taken:

Personal leave may be taken with the Employer's permission. Newly hired employees will earn personal leave during the probationary period, but will not be eligible to use it until probation is completed.

Section 11.3: How Taken:

- (a) Personal leave requests shall be submitted in writing to the Supervisor. The Employer will respond to requests for personal leave within five (5) calendar days.
- (b) Normally, personal leaves of one (1) week or more shall be scheduled and approved by the Supervisor or his designee upon written notice by the employee fourteen (14) calendar days before the scheduled date. The Employer will determine the number of employees who may be off on personal leave at any one time within each classification. The Employer, in its sole discretion, may cancel approved annual personal leaves due to Employer business requirements, provided that the Employer will give due regard to any employee who has made advance travel plans and incurred costs that are not reimbursable and so advises the Employer.
- (c) Personal leaves may be taken in increments of less than one (1) week when requested by the employee at least seven (7) calendar days in advance of the date(s) for which leave is requested, and approved by the supervisor.
- (d) In cases of accident, illness, emergency, or where the advance notice requirements set forth above otherwise cannot be met, personal leave may nonetheless be approved in the Employer's discretion. In such instances, personal leave may be taken in increments of two (2) hours.

Section 11.4: Pay for Personal Leave:

- (a) Personal leave pay will be based on the regular rate of pay in effect at the time the leave is taken.
- (b) Each employee shall have the option to sell one (1) forty (40) hour block of leave during December of each year. Any unused personal leave an employee has accrued as of December 31st of each year will be paid at the employees pay rate in effect on December 31st but in no circumstances will more than forty (40) hours of personal leave be paid out in any year.
- (c) Upon termination of employment all accrued and unused personal leave will be paid out at the employee's current pay rate and any negative balance of personal leave will be paid back to the company using employee's final wages.

- (d) Employees without sufficient leave balances due to leave payout from a previous contractor may request an unpaid leave of absence during the first year of a new contractor's term. Such requests shall be in accordance with Article 11.

Section 11.5: Payment to Next of Kin:

In the case of death of an employee entitled to a personal leave not received, the amount due hereunder shall be paid to the beneficiary upon proof of death.

Section 11.6: Mandatory Use of Personal Leave:

Employees must use all accrued personal leave prior to entering into a leave without pay (LWOP) status, no matter the reason for, or the length of the employee's absence. Excluded are absences due to injury that occurred at work in which case the employee has the option of taking personal leave, or taking leave without pay (LWOP).

Article 12

Funeral Leave

The Company and the Union recognize that an employee may require Three (3) consecutive calendar days, in the event that travel is more than 500 miles, then they will be entitled to Five (5) days, for bereavement of a spouse, child, grandchild, grandparent, parent, sister, brother, parent-in-law, aunt or uncle. If any of the required days are working days, the employees shall suffer no loss of pay. One (1) of the days used for bereavement shall be the day of the funeral. No employee shall receive any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event, shall pay for funeral leave be in excess of eight (8) hours per day at straight time. Should an employee require more time off, the employee may use accrued vacation leave such as in cases where travel is required if approved by management.

Article 13

Jury Duty

An employee summoned for Jury Duty to a court of record shall be allowed the necessary time off for such service. If an employee is not selected for Jury Duty he must report to work upon release by the court.

When an employee is selected for Jury Duty, he/she shall be compensated at his/her regular rate of pay for a maximum of eight (8) hours per day spent on Jury Duty. Hours spent on Jury Duty shall be considered hours worked and Jury Duty will not be used in the calculation of overtime. Employees working the afternoon and night shifts shall not be required to report to work while on Jury Duty.

Employees shall present to the Company a statement from the clerk of the court showing the dates of such service and the amount of compensation thereof.

The Company will only pay up to eighty (80) hours per calendar year to each employee for jury duty. After an employee exhausts the allowed eighty (80) hours for jury duty in any one calendar year, such employee may then use any accumulated sick leave or vacation leave for jury duty.

Article 14

Uniforms

The company shall provide employees with a uniform service that will provide for the delivery and cleaning of adequate numbers of uniforms for performance of daily duties. The company will provide a one-time pay increase of \$.08/hour in the first year of the contract to cover the purchase of boots.

Article 15

Leave of Absence

- (a.) Except for military service or emergency, an employee requesting a leave of absence without pay shall make application in writing two (2) weeks prior to his supervisor on a form to be provided for that purpose by the Company. Leaves of absence shall be granted for personal reasons no less than five (5) calendar days and not to exceed thirty (30) calendar days as production requirements permit, upon application of the employee and approval of the Company. Any leaves of absence may be extended up to thirty (30) calendar days more provided a written request is received prior to expiration of the leave and upon written approval from the Company. This provision does not apply to leave granted pursuant to the Family and Medical Leave Act. Any leave of absence that qualifies under FMLA must be requested prior to any request for a Company leave of absence, and the employee must exhaust any FMLA leave entitlement prior to making such a request.

The Company has complete discretion in determining whether or not to grant a leave of absence other than an FMLA leave.

- (b.) Upon written request from the Union, and agreement by the Company a leave of absence without pay for a period not to exceed Five (5) calendar days in any calendar year shall be granted to not more than one (1) employee at a time to attend Union conventions or conferences, without loss of benefits, provided that such leave will not interfere with the Company's contractual obligations to the Government.
- (c.) Upon written request from the Union, and agreement by the Company an employee elected or appointed for full-time Union activity necessitating a leave of absence shall be granted such leave without pay, not to exceed Five (5) calendar days. This leave may be renewed upon written application by the Union and agreement by the Company.
- (d.) Maternity or Paternity leave will be granted in accordance with the provisions of the Family and Medical Leave Act.
- (e.) Military Service Leave will be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994. ("USERRA")
- (f.) Except for military service leaves, all accumulated paid leave must be exhausted prior to being placed on leave without pay status. Employees who have requested, and been granted scheduled vacation time off shall not subsequently have such time revoked. However, once vacation pay is exhausted, the remainder of the pre-scheduled vacation time will be without pay.
- (g.) Upon return from an approved leave of absence the employee will be reinstated to a same or similar position including its corresponding current pay.
- (h.) FMLA Leave: The Company shall grant medical leaves of absence in accordance with the Family and Medical Leave Act (FMLA). The employee involved shall inform the project manager immediately upon the occurrence of the serious medical condition and shall thereafter keep the project manager informed timely, but no less frequently than monthly, in writing of the approximate time when he will be able to resume his usual Company duties.

- (i.) Extended Military Duty; Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge there from shall be re-employed by the Company, as provided by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").
- (j.) Non-War Military Duty Absence and Payment; An employee with one (1) year or more continuous service credit who is called for and performs non-war military duty will be compensated for the difference between his base military pay, and all other pay and allowances and the payment he would have received for the straight time hours he was thereby required to lose from his regular work schedule, but not to exceed ten (10) eight-hour days per year if he is called for training, or five (5) eight hour days per year if he is called because of an emergency, computed at his established regular basic salary rate. Continuous service credit and duly established seniority privileges will accumulate during such leave. No combination of above service shall exceed two (2) weeks per year for compensation purposes.

Article 16

Visitation Rights

Officers of the Union shall have the privilege of visiting members for the purpose of fostering a good working relationship with the Company and its employees. Visitation must be approved by the project manager and must not interfere with the Company's obligations to the government. The Company will not deny any reasonable request by the Union for visitation.

Article 17

Employee Conduct/Progressive Discipline:

As the Employer has the right to manage its business, it likewise has the right to establish reasonable rules and regulations, including establishing policies effecting employment at OKC Facilities. Such Employer policy will be distributed to all employees and a copy given to the Union. Employee conduct will be addressed in such policy manual and all employees will be required to adhere to it. Failure to do so can lead to disciplinary action, up to and including discharge.

The Employer has the right to discipline employees for just cause, subject to the grievance and arbitration procedure set forth in this agreement. The principle of progressive discipline will be followed, with the exception, however, of certain offenses, such as, but not limited to, theft, insubordination, and being under the influence of alcohol or illegal drugs on the job.

Article 18

Bargaining Unit Work

Supervisors will not perform work customarily and regularly performed by bargaining unit employees except in cases where a qualified bargaining unit employee is unavailable to complete the work. All qualified bargaining unit employees will be called prior to the supervisor performing such work. The Supervisor will be permitted to complete bargaining unit work in cases where the supervisor is demonstrating technique or assisting a bargaining unit employee in an instance where another bargaining unit employee is unavailable to assist.

Article 19

Federal Labor Laws

The company agrees to comply with all laws and regulations including those stipulated in the Davis Bacon Act including but not limited to employee pay for construction work under the contract. The company also agrees to follow all laws and regulations under the Americans with Disabilities Act including but not limited to those governing Reasonable Accommodations for light duty work.

Article 20

Successors and Assigns

The terms and conditions of this Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make substantive efforts to ensure that as a condition of transfer that the successors or assigns will be bound by the terms of this Agreement, and shall notify the Union before parties have concluded their transaction. The Company shall have no obligation under this Article if it loses the Contract(s) with the Government through a bidding process or through any other action by the Government or the Company that does not involve any agreement between the successor and the Company.

Article 21

Saving Clause

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Article 22

Bulletin Boards

The Company agrees to allow the Union to install a bulletin board; however, all material to be posted requires the approval of the Manager or his designee prior to posting.

Article 23

No Discrimination

It is agreed by the Company and the Union, there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability of any individual in accordance with applicable law, national origin, sex, veteran's status or as a Veteran of the Vietnam era or any other conflict, or any other basis prohibited by then-current applicable federal, state or local law or regulation.

Article 24

Shop Steward

The Union may select one (1) employees of the Company to act as Shop Steward. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

Section 1: The investigation and presentation of grievances to the designated Company's representative in accordance with the provisions of this Agreement.

Section 2: The Shop Steward may receive and may discuss grievances of employees on the premises of the Employer, but only to such extent as does not neglect, retard or interfere with his work or duties of employees. The Shop Steward shall obtain permission the project manager prior to leaving his work assignments to handle grievances, and report to his supervisor upon his return.

Section 3: The transmission of such messages and information which shall originate with and be authorized by the local Union, or its officers, provided such messages and information had been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or other interferences of the Employer's business.

Section 4: Any activities undertaken by the Shop Steward outside of his normal working hours shall not be considered as time worked for pay or overtime purposes.

Article 25

Modification

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, or work, and working conditions except that rates of pay for new classifications are bargainable as agreed to by GSA. Therefore, the Company and the Union, for the lifetime of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Company and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

Article 26

Parking

Each employee shall have their parking permits paid by the Company at a parking facility of the Company's choosing.

Article 27

Grievance Procedure

It is agreed that any employee or group of employees may, individually or through their representative, present complaints to the Company. It is agreed that all such complaints must arise out of the terms or interpretation of an express provision of this Agreement and any complaints regarding discipline, suspensions or terminations will be addressed in the time structure as outlined in this Article unless otherwise mutually agreed upon in writing by the Company and the Union.

Step 1. The parties should attempt to resolve the complaint themselves and utilize the available resources to do so. For example, the Steward or Foreman should be consulted.

Step 2. A complaint which cannot be settled in Step 1 should be carried to the employee's Steward. If in the opinion of the Steward the complaint is a just one, the employee and the Steward should confer with the aggrieved employee's supervisor in an attempt to reach an equitable adjustment. If no agreement is reached, then the complaint will be deemed a Grievance and reduced to writing, setting forth all available facts and evidence. Any Grievance must reference the specific provision(s) of the Agreement which is (are) alleged to have been violated or the details regarding discipline, suspension or termination. The Grievance shall be written, dated and signed by the aggrieved employee or the Steward and forwarded to the Project Manager.

Step 3. The parties hereby agree that their representatives shall have the power to adjust any Grievance as hereinbefore defined. The representatives of the Union shall be a committee designated by the Union and shall consist of two (2) union members and the Company Committee shall consist of the project manager and one Corporate official. All conferences between the Company and the Union shall be held during daily working hours, and the employees attending such meetings shall receive their regular rate of pay for any time lost. Time spent on grievance resolutions must not interfere with the Company's obligations to the government. No Grievance will be considered if not presented within 45 days from the date of the action, event, occurrence or other matter upon which the Grievance is based.

Grievances will be heard as soon as practicable, provided however, the Company must hear a minimum of 2 Grievances per month in the order they are received unless key participants are not available or otherwise agreed by the Company and the Union. The Company will schedule hearings on discharge Grievances first. The Company's Grievance Committee shall render a decision on a Grievance within two weeks after the close of the hearing, unless otherwise agreed upon in writing.

Article 28

Arbitration Procedure

It is further agreed that if the Company Grievance Committee cannot resolve any Grievance that arises under Article 26 of this Agreement, the Union may within forty-five (45) days from the decision of the Company Grievance Committee request to arbitrate such Grievance. Upon receiving a timely filed valid request, the Company and the Union shall request the Federal Mediation and Conciliation Service to provide the names of five persons all of whom shall be impartial persons qualified to act as arbitrators within the "sub-regional" panel category of FMCS. The impartial arbitrator will be chosen from this list by the representatives of the Union and the Company each alternately striking one name from the list until one name is left. The Company shall strike the first name.

It is also agreed that the case will be presented to the impartial arbitrator on the earliest possible date and his decision will be final and binding upon both parties to this Agreement. An extension of time will not be granted unless mutually agreed to by the parties to this Agreement.

Each party will bear all expenses of its own witnesses and the presentation of its case in the arbitration. The expenses of the arbitration not borne by the Federal Mediation and Conciliation Service shall be borne equally by the Company and the Union.

The Union and the Company agree to request the arbitrator hearing the case to render a decision within 30 days after the hearing if no briefs are filed, or, in the event briefs are filed, within 30 days after receipt of same or a time frame mutually agreed to by the parties.

Article 29**Duration**

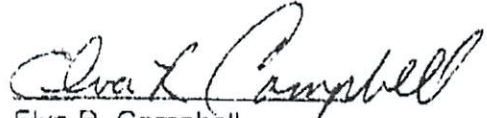
This Agreement shall be in full force and effect on August 15, 2013 and shall continue through October 31, 2015. Subsequently the agreement will be negotiated from year to year with an anniversary date of October 31st each year, unless written notice of desire to modify or terminate this Agreement is served by either party upon the other sixty (60) days prior to the date of expiration of this Agreement or any anniversary of an annual automatic renewal term. In Witness Whereof, the parties hereto have executed this Agreement on this 15th day of August, 2013.

EMCOR Government Services, Inc.
2800 Crystal Drive, Suite 600
Arlington, VA 22202



Kristin Arnold
Vice President of Human Resources

IUOE Local 351
58 Broadlawn Rd.
Ardmore, OK 73401



Elva R. Campbell
Business Manager

Schedule "A"
Wage and Fringes

<u>Classification</u>	<u>11/01/2013</u>	<u>11/01/2014</u>
Electrician	\$26.35	\$27.10
HVAC Mechanic	\$25.02	\$25.77
General Maintenance Mechanic	\$21.36	\$22.11
Maintenance Trades Helper	\$18.63	\$19.38
Laborer	\$14.99	\$15.74
Service Order Dispatcher	\$19.85	\$20.60
<u>Health and Welfare (per hour)</u>	\$4.00	\$4.00
<u>Central Pension Fund (per hour)</u>	\$1.00	\$1.00
401(k) Co. Contrib. (per hour)	\$0.50	\$0.50