

COLLECTIVE BARGAINING AGREEMENT

C&E SERVICES, INC.
1950 OLD GALLOWS RD
VIENNA, VA 22182

AND

LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO

BUREAU OF ENGRAVING AND PRINTING
WESTERN CURRENCY FACILITY
FORT WORTH, TX 76131

October 1, 2011 through September 30, 2013

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This "Agreement" made and entered into this 17th day of August 2011 by and between C&E Services, Inc., with its principal office at 1950 Old Gallows Road, Suite 550, Vienna, VA 22182 (hereinafter referred to as the "Company") and Local 351 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 111 E. Coolidge, Borger, TX 79007 (hereinafter referred to as the "Union")

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 operations and maintenance personnel employed at the Wastewater Pretreatment Plant at the Western Currency Facility in Fort Worth, Texas , excluding all management and confidential employees as defined in the National Labor Relations Act as amended.

Article 2
Union Security

All employees covered by this Agreement including temporary employees shall, as a condition of their continued employment, become members of the Union not later than the 31st calendar day following the date of their employment or the effective date of this Agreement whichever is later and shall, thereafter remain members in good standing in accordance with Section 8(a)(3) of the Labor Management Relation Act, 1947, and any amendments or additions thereto.

Article 3
Check Off Authorization

Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay, initiation fees and uniform monthly dues, payable to the Union. The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

The Union further agrees to save the Company harmless from any legal actions growing out of the check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjusted by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such actions as set forth in this paragraph.

If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give written notice of such to the Company.

Article 4
Rights of Management

Except as specifically limited by the express language of this Agreement, the Company has and retains exclusively to itself, all rights in the exercise of the functions of Management, including but not limited to the following rights: To manage and operate its business facilities; to direct its employees; to direct, plan, and control all operations; to establish and/or change existing methods, productivity standards, materials, equipment, facilities and accounting methods; to determine what products shall be handled or distributed and services or work performed at its facilities or by employees covered by this Agreement; and/or where they shall otherwise be handled or services and/or work performed to utilize suppliers and subcontractors; to test, select and hire employees and assign them to work as needed; to establish hours of work; to transfer, promote and demote employees; to suspend, discipline and discharge employees for just cause or relieve them from duty for lack of work or for other proper reasons; and to establish and enforce rules and regulations relating to the operation of any and/or all facilities and to employee conduct.

Article 5
No Strike – No Lock Out

During the life of this Agreement, the Union shall not authorize, and the employees shall not participate in a strike of any kind, or any boycott, picketing, work stoppage, slow down, or any other type of organized interference, conceived or otherwise; with the Company's business. During the life of this Agreement, the Company shall not lock out the employees.

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 date of hire, including employment with C&E Services, Inc. or any of its predecessors.

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.

Section 3. Probationary employee 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 published list will be assumed to be correct.

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

Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of the three (3) month period the employee has not returned to work within the classification covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority list.

Section 6. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority list 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 reemployment, 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. An employee, while on a leave of absence, accepts another job, applies for unemployment compensation, or goes into business for himself, his employment and all seniority rights will automatically be terminated.
- f. The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- g. Absence from work for three (3) days or longer without notice.

Section 7. Management shall not perform work customarily and regularly performed by employees in the bargaining unit except in cases of emergency, affecting the safety of equipment or personnel and for purpose of instruction or training, experimental processes or for operational necessity. Employees within the Bargaining Unit shall not be required to cover Management positions.

Article 7 Probationary and Temporary Employees

Newly hired employees shall be on probation for the first ninety (90) days of employment. During this period, employees shall receive the rates of pay provided

herein, but shall not be entitled to any other fringe benefits under this Agreement. During the probationary period, the Company may discipline or discharge any employees for any reason without recourse to the grievance procedure.

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 and sick leave 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.

Article 8 Wages and Health and Welfare

The Wage and Health and Welfare rates, which shall be effective during the terms of this Agreement are set forth in Schedule "A" of this Agreement dated June 15, 2011.

Article 9 Hours of Work and Overtime

Normal Hours: The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee, of any specified number of hours of work, either per day or per week, or as limiting the right of the Company to determine and fix work schedules and to require such employees to work any specified number of hours either per day or per week.

The work week shall begin at 6:00 a.m. Sunday and shall continue for seven consecutive days.

Overtime:

a. Overtime will be computed and paid to employees as follow:

- (1) Employees working a normal eight (8) hour shift, five (5) days per week will be paid overtime for all work performed in excess of forty (40) hours per week.
- (2) Employee working all other shifts will be paid for all work performed in excess of eighty (80) hours in a two week pay period.

b. Overtime rate shall be one and one-half (1-1/2) times the regular base rate.

In order to meet operational or maintenance needs, or in case of emergency, employees may be required to work overtime.

The Employer shall be free to fix the starting hours of shifts and to revise the work schedule from time to time depending upon the business requirements. When such change is necessary, the union will be notified and afforded the opportunity to submit alternatives. The Employer agrees, when possible to post a work schedule at a convenient place for observation by the employees at least one (1) week in advance. All changes in

regular schedule days off and shifts shall be posted not later than 12:00 noon on Thursday.

Article 10
Holidays

The Company will pay eligible employees for the following holidays not worked:

New Years Day	Independence Day	Veteran's Day
Martin Luther King Jr. Day	Labor Day	Thanksgiving
President's Day	Columbus Day	Christmas
Memorial Day		

Employees will be paid for eight (8) hours, at the regular hourly rate of pay for each holiday. If an employee is required to work on a holiday they shall be paid for the hours worked at their rate of 1 and ½ times their regular hourly rate.

To be eligible to receive holiday pay, an employee must be on the active payroll and must be in a work status the last regular scheduled shift prior to and the first regularly scheduled shift following the holiday unless he is on vacation.

If a holiday falls within an employee's vacation period, the employee shall be paid eight (8) hours additional pay and his regular hourly rate.

Article 11
Vacation

The employee shall be provided a specified paid vacation as indicated below:

- a. Employee with less than five (5) years of service will be provided a maximum of eighty (80) hours of paid vacation per year. Employee will accrue vacation leave at a rate of 1.54 hours per forty (40) hour paid up to a maximum of eighty (80) hours paid per pay period and 2080 per year.
- b. Employee with five (5) years of service, but less than fifteen (15) years of service will be provided a maximum of 120 hours of paid vacation per year. Employee will accrue vacation leave at a rate of 2.31 hours per 40 hours paid up to a maximum of 80 hours paid per pay period and 2080 hours per year.
- c. Employee with fifteen (15) or more years of service will be provided a maximum of 160 hours of paid vacation per year. Employee will accrue vacation leave at a rate of 3.08 hours per 40 hours paid up to a maximum of 80 hours paid per pay period or 2080 per year.

Vacation payment will be calculated on the basis of the employee's regular hourly rate at the time the vacation is taken.

Employees leaving the employment of the Company (voluntary or discharged for cause) will be provided cash compensation for all accrued leave balances at his/her current regular hourly rate and paid during the appropriate pay period.

The Company shall have the exclusive right to determine and approve employee vacation schedules. In the event that there are employee conflicts in request for vacation, the Company may employ employee seniority in the approval and scheduling. Vacation scheduling will be governed by operational requirements of the Western Currency Facility.

Employee shall be allowed to carry a maximum of eighty (80) hours of vacation from year to year (1 Jan – 31 Dec). Employee shall be paid for excess leave only if the employee could not have used the leave due to operational requirements. Payment for excess leave shall be at the employee's regular hourly rate.

Article 12

Jury Duty

An employee summoned for Jury Duty to a court of record shall be allowed, whenever possible, the necessary time off for such service. However, the Company reserves the right to attempt to obtain a release from the jury duty for any employee so summoned.

Whenever an employee is summoned, he shall be compensated for the difference between his regular hourly rate for such schedule work hours lost and the payment received for jury duty, to a maximum of three (3) days, following presentation to the Company of a statement from the clerk of the court showing the dates of such service and the amount of compensation therefore.

Jury duty requiring more than three (3) days shall be reviewed on a case by case basis.

Article 13

Grievance and Arbitration

Section 1. Definition:

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company or of the Union which involves the interpretation, application of or compliance with the provisions of this Agreement.

Section 2. Procedures:

A step process will be employed to resolve grievances to ensure that grievances are resolved at the lowest level, and in the most expedient manner.

Step 1: Within five (5) working days of an incident or event giving rise to a grievance, the Shop Steward shall meet with the C&E Services Plant Manager and discuss the grievance. The grieved employee may accompany the Shop Steward for this discussion.

The Company shall render a decision within two (2) work days after the conclusion of the hearing.

If the grieved employee wishes to appeal the Company's decision, the employee shall submit the appeal in writing with supporting data to the C&E Services On Site Manager. Such appeal must be submitted within five (5) working days following the date of the oral discussion in Step 1.

Step II: The grieved employee shall submit the grievance in writing through the Shop Steward to the C&E Services, Inc. On-Site Plant Manager.

The On-Site Plant Manager shall use all corporate resources to expeditiously resolve the grievance. A decision shall be rendered within seven (7) working days.

If the grieved employee desires to appeal the Step II decision, the grieved employee shall submit such appeal to the C&E Services Labor Relations Representative. A copy of such appeal shall be filed with the Union Business Representative. The appeal must be made within fourteen (14) days following the receipt of the decision in Step II.

Step III: Upon receipt of a grieved appeal from Step II, the C&E Services, Inc. Labor Relations Representative shall acknowledge such appeal within three (3) working days.

Receipt notice shall be provided to the grieved employee and the Union Business Representative.

Within seven (7) days, the Company shall discuss the grievance with the Union Business Representative. A written decision shall be provided to the Union Business Representative and the grieved employee within 3 days following the discussion.

The Union may appeal this Step III decision to Arbitration within twenty (20) working days following the receipt or non-receipt of the Company's decision.

Step IV: Arbitration in the event that the Union or the Company elects to arbitrate the grievance, shall be heard by an arbitrator to be designated by mutual agreement of the Company and the Union. In the event the parties fail to mutually agree upon an arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confirmed to the matter submitted to him for arbitration.

Article 14 Health and Safety

The Company and the Union shall cooperate to promote employee safety and accident prevention in and around all operations and premises.

The Company shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of employees in case of an accident or illness.

It shall be the responsibility of each employee to maintain his place of work in a clean and orderly condition. Employees shall be required to observe safety rules and

regulations established by the Company, including the use of prescribed safety equipment or clothing.

As a condition of continued employment, all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to the operations, health and safety.

Article 15 Leave of Absence

Employees with at least one (1) year of service may, at the discretion of the Company, be granted a leave of absence without pay for periods not to exceed thirty (30) calendar days in any year.

The Company agrees to honor the Family and Medical Leave Act of 1994 (FMLA) regardless of the size of the bargaining unit.

In accordance with the Family and Medical Leave Act of 1994 (FMLA) unpaid personal leave of absence will be granted for up to twelve (12) weeks for the birth of a child, and to care for such child, for the placement of a child for adoption or foster care, to care for the employee's seriously ill spouse, children or parent and because of a serious health condition that makes the employee unable to perform his or her job functions. Employees must meet the eligibility requirements contained in the FMLA.

Any employee that is granted FMLA leave must first exhaust all accrued leave (vacation and sick) for which they are eligible. Such time off will run concurrently with FMLA for the calculation of the twelve (12) week period.

Article 16 Visitation Rights

Officers of the Union shall have the privilege of visiting members of the Union during working hours upon providing that reasonable notification is given to the Plant Manager or his designee. Union officers must obtain their access to the facility from the security department of the BEP facility.

Article 17 Captions and Terms

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provision thereof. Whenever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, shall equally include the other.

Article 18 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 thereof, and they shall remain in full force and effect.

Article 19
Bulletin Boards

The Company agrees to provide the Union with a bulletin board, however, all material to be posted must be approved by the Manager or his designee prior to posting.

Article 20
No Discrimination

It is agreed by the Company and the Union, that there shall be no discrimination against any present or future employee by reason of race, creed, color, age, national origin, sex, sexual preference, veteran's status or disability of any individual in accordance with applicable law.

Article 21
Shop Steward

The Union may select one employee 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 the collective bargaining agreement.

Section 2. Shop Steward may receive and may discuss employee grievances on the premises of the Employer, but only to such extent as does not neglect, retard or interfere with the work or duties of employees. Shop Steward shall obtain permission of his respective supervisor prior to leaving his work assignment to handle grievances, and report to his supervisor upon 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 stoppage, 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 and overtime purposes.

Article 22
Call-In Pay

If an employee has completed his shift, leaves the facility, and is called back to the facility to work, he shall be guaranteed a minimum of four (4) hours of work or pay at the individual's rate. Work shall include training, conducting instruction in addition to performing the task assigned.

This provision shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to and through his regular shift. The foregoing guarantee shall not apply in the event the call-in is the result of the employee's prior negligence or poor workmanship. All call-ins must be approved by the project manager or his designee.

Article 23
Sick Leave

Employees shall be provided a maximum of 48 hours of sick leave per year with pay at the employee's regular rate of pay, as identified in Schedule "A". Employer may require medical proof of illness (Drs. Notice) for use of sick leave. Sick leave shall be used in minimum increments of four (4) hours unless the employee has a prior approved scheduled appointment. Sick Leave will accrue at a rate of .92 hours for each 40 hours worked up to a maximum of 80 hours per pay period or 2080 hours per year. Employee may carry over a maximum of twenty-four (24) hours sick leave each year. All sick leave in excess of twenty (24) hours will be paid at the last pay period of the calendar year at employee's regular hourly rate.

Article 24
Funeral Leave

A maximum of three (3) work days (24 hours) of paid funeral leave may be provided to an employee due to the death of an immediate family member. An immediate family member is defined as spouse, parent, grand parent, child, grandchild, step child, sister, brother, mother-in-law, father-in-law, son-in-law and daughter-in-law.

Funeral leave is designed to provide an employee time off from scheduled work to attend the funeral. Only the work days that fall within 2 calendar days before or 2 calendar days after the funeral shall qualify as funeral leave.

Funeral leave will not be granted unless the employee actually attends the funeral. The amount of authorized time off will depend on circumstances and distance to be traveled.

Additional time off (vacation leave, sick leave and leave without pay) may be approved based upon an individual's needs.

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, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or 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 and wages, whether or not covered by this Agreement or 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 of work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Company and the Union, for the lifetime of the 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
Duration

This Agreement shall be in full force and effect Midnight 12:01 October 1, 2011 to 12:00 Midnight September 30, 2013, and shall continue from year to year thereafter, unless written notice of desire to modify or terminate the Agreement is served by either party upon the other sixty (60) days prior to the date of expiration. The termination of the contract or failure to incorporate the CBA in the contract by the Government provides automatic release to the Company from this Agreement and all obligations here under.

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 17th day of AUGUST, 2011.

C&E SERVICES, Inc.
WESTERN CURRENCY FACILITY, FORT WORTH, TX

Carl L. Bigger

August 27, 2011

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351, AFL-CIO

Don J. Campbell

8-31-11

NEGOTIATION TEAM

The Negotiation Teams consisted of the following individuals.

C&E Services, Inc

Carl L. Biggs 8/22/2011
Carl L. Biggs, President

Local 351

Elva R. Campbell 8-31-11
Elva R. Campbell, Business Representative

Kenneth H. Taylor 8/31/11
Kenneth Taylor

Robin Robinson 8/31/11
Robin Robinson Steward

Samuel J. Glasker 8/22/2011
Samuel J. Glasker

Tim Davis 8-31-11
Tim Davis

Dan Hymet
Dan Hymet

ANNEX A
TO
"AGREEMENT – Article 8"

C&E Services, Inc. and Local 351, International Union of Operating Engineers, AFL-CIO
Compensation Schedule

Date: June 15, 2011

Schedule A Wages and Benefits		
Labor Category	Effective 10/01/11	Effective 10/01/12
Wastewater Plant Operator	23.38	24.13
Wastewater Plant Operator, Supervisor I	25.13	25.13
Electronic Technician, Maintenance III	32.91	33.66
Machinery Maintenance Mechanic, Lead	25.94	26.69
Machinery Maintenance Mechanic/Materiel Coordinator	23.70	24.45

Shift Differential:

A shift differential will be paid as shown below for each hour worked from 5:00 p.m. to 5:00 a.m.

1.10 1.10

Health and Welfare:

Health and Welfare benefits will be provided as prescribed here in for all hours paid up to a maximum of 80 hours per pay period and 2080 hours per year.

4.00 4.25

Union Pension:

Union pension will be paid at an hourly rate as shown below for all hours paid up to a maximum of 80 hours per pay period and 2080 hours per year.

1.15 1.30

Subject to conditions in Article 26, the above listed wages and benefits will become effective October 1, 2011, October 1, 2012, October 1, 2013 as indicated.

C&E Services, Inc., 1950 Old Gallows Road, Vienna, VA 22182

Carl G. Bigger

Signature

August 22, 2011

Date:

International Union of Operating Engineers, Local 351 AFL-CIO

Sam L. Campbell

Signature

8-31-11

Date: