COLLECTIVE BARGAINGING AGREEMENT

between

TRAINING, REHABILITATION, & DEVELOPMENT INSTITUTE, INC. ("TRDI")

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351, AFL-CIO ("LOCAL 351")

September 1, 2011 to August 31, 2012

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between Training, Rehabilitation & Development Institute, Inc., hereinafter referred to as the "Employer" and International Union of Operating Engineers, Local 351, AFL-CIO, hereinafter referred to as the "Union".

This written CBA represents the final agreement between the parties. Any oral agreements are incorporated herein; and this Agreement can only be amended in writing. Accordingly, no explicit provision herein may be contradicted by evidence of any alleged prior, contemporaneous, or subsequent oral agreements of the parties.

THIS COLLECTIVE BARGAINING AGREEMENT (the "CBA"), made and entered into effective as of this 1st day of September 1, 2011, by and between Training, Rehabilitation & Development Institute, Inc. (TRDI) with its principal office at 425 Soledad St., Suite 800, San Antonio, Texas 78205 (hereinafter referred to as the "Employer") and International Union of Operating Engineers, Local 351, AFL-CIO, with its principal office at 6967 Commerce El Paso, Texas 79915 (hereinafter referred to as the "Union").

ARTICLE I: UNION RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters concerning wages, hours of work and working conditions for all janitorial/custodial workers, including grounds maintenance/custodial workers, employed by TRDI and who are performing work under contract with the United States Government at the Paso Del Norte Bridge, Ysleta Port of Entry, Bridge of the Americas and the United States Federal Courthouses, in El Paso, Texas, excluding all office clerical employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

Whenever the words "employee" or "employees" are used in this CBA, they designate only such employees as are covered by this CBA. Whenever in this CBA employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 2: For purposes of this CBA, employees who:

(a) Were referred by or continue to receive on-going support and services from a State or Federal Agency – or pursuant to a State or Federal program – for the severely handicapped or disabled;

(b) Are employed under special certificates which have been issued by the United States Wage and Hour Administrator;

(c) Are at the job site primarily for rehabilitative proposes;

(d) Lack the mental capacity to understand traditional work instructions without special assistance from a certified rehabilitation trainer (the Employer will provide the Union documentation of any such condition including certification from a Health Care Professional upon receipt of "Authorization for Release of Information" from employee and the Union will maintain the privacy of such information as required by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule ; and

(e) Are directly supervised on a day-to-day basis by a rehabilitation trainer

will be considered "clients" and may choose to be excluded from the terms "employee" and "employees" as used herein and, thereby, from coverage under this CBA, provided, however, that any such choice by a "client" to be excluded from the bargaining unit must be voluntary and

in writing, executed by the "client" or, where applicable, by a parent or duly appointed guardian.

Section 3: Any employee who is excluded from coverage under this CBA as a "client" as set forth in Section 2, will pay as his or her Union dues a fee equal to 75 percent of the applicable Union dues for all other employees covered under this CBA. These fees, which are for the representational costs incurred by the Union to represent those employees who are excluded as "clients" under the terms of Section 2, will be deducted from the employees' wages pursuant to Article 3 below.

ARTICLE 2: UNION SECURITY

Section 1: All employees covered under this CBA as defined in Article 1, including temporary employees, will as a condition of their continued employment, and to the extent permitted by applicable law, become members of the Union not later than the ninety-first (91st) day following the date of employment or the effective date of this CBA whichever is later, and will thereafter, remain members in good standing in accordance with Section 8 (a) (3) of the Labor-Management Relations Act, 1947, and any amendments or additions thereto. The Union will have sole responsibility for the enrollment of the employee and the Employer will not have responsibility of recognition of the employee as a union member until the Employer has received a signed enrollment card from the Union. The Employer will provide the Union with a list of hires and rehires, if any, each month. Said report will list employees hired the previous month. No report will be issued for months in which there are no hires or rehires.

Section 2: When work covered by this CBA is performed on property of the United States Government that is established and designated by federal and state law as a federal enclave for purposes of the National Labor Relations Act (as to which the provisions of any state's "right-to-work" laws are inapplicable), the foregoing Article 2: Union Security provision will apply for the duration of such work. If work covered by this CBA is performed on property that is not clearly designated a federal enclave, then state right-to-work laws must be observed by the parties.

ARTICLE 3: CHECK-OFF AUTHORIZATION

Section 1: A signed "Check-Off Authorization to Deduct Union Fees" from the employee involved must be received by the Employer no later than thirty (30) days from the date the Union enrolls the employees. Upon receipt of the employees' authorization cards, the Employer will deduct from the employee's pay (a) initiation fees; and (b) uniform union monthly dues. The Union will acknowledge receipt of the employees' remittance dues in writing upon receipt of payment to the Union. The Employer will not have any responsibility for the deduction of any kind of fees from the employee if a signed "Check-Off Authorization to Deduct Union Fees" is not received nor will the Employer have any responsibility to deduct dues for a period of more than thirty (30) days prior to the receipt of a copy of the Check-Off Authorization. The Union will provide the Employer copies of all Check-Off Authorization cards upon the effective date of this CBA.

Section 2: The Union further agrees to hold and save the Employer harmless of any and all legal actions arising from these "Check-Off Authorization to Deduct Union Fees" and Union Security Clause that may be instituted by anyone involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Employer and further agrees to reimburse the Employer for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Employer as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph. This hold harmless clause will apply whether or not the Employer has received copies of the Check-Off cards.

Should a change in the amount of dues be made by the Union during the term of this CBA, the Union will provide written notice of such change to the Employer at least thirty (30) days prior to the effective date of the change.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 1: Except as specifically limited by the express language of this CBA, the Employer has and retains exclusively to itself, all rights in the exercise of the functions of Management, including, but not limited to, the following rights: (a) manage and operate its business facilities; (b) direct its employees; (c) direct, plan, and control all operations; (d) establish and/or change existing methods, productivity standards, materials, equipment, facilities, accounting methods and hours of work to determine what products will be handled or distributed and service or work performed at its facilities by employees covered under this CBA and/or where they will otherwise be handled or services and/or work performed; (e) utilize suppliers and subcontractors; (f) test, select and hire employees and assign them to work as needed; (g) establish hours of work; (h) transfer, promote and/or demote employees; (i) suspend, discipline and/or discharge employees for cause; (j) layoff and/or recall employees; and (k) establish and enforce rules and/or regulations related to the operation of any and/or all facilities and /or employee conduct.

Section 2: By virtue of the Employer's status as a federal contractor under the AbilityOne Program (formerly referred to as the Javits-Wagner-O'Day Act, or JWOD and hereinafter referred to as the AbilityOne Program, or "AbilityOne"), the Employer and the Union recognize that the Employer's mission is to employ, train and rehabilitate individuals with severe disabilities. Furthermore the Union recognizes that federal law requires that seventy-five (75) percent of the direct labor hours assigned to employees of the Employer must be assigned to eligible disabled employees. In connection with this federal requirement, employees are required to obtain an initial and, thereafter, annual medical examination/assessment at employees' own expense to determine the employee's eligibility status for purposes of AbilityOne. Employees will further be required to sign a release authorization which permits the Employer and/or a qualified third party healthcare consultant to review medical or healthcare information related to the employee. The Employer will maintain medical and healthcare information regarding an employee confidential in accordance with the Health Insurance Profitability and Accountability Act (HIPAA).

Section 3: From time to time, the Employer may be required to discuss or release employee medical or healthcare information to the Union. In such a case, the Employer requires a signed release of information authorization from the employee prior to releasing any such information. The Union will not release the employee's confidential medical or healthcare information to any other employee or to any other individual or entity who does not have a compelling need to know of the information without the employee's written consent. The Employer and the Union will both observe and adhere to the Health Insurance Profitability and Accountability Act (HIPAA) and any other federal privacy laws applicable to employee healthcare information.

Section 3: The Employer will provide "drug free" facilities in accordance with any obligations to maintain a workplace that is free from illegal drug or alcohol abuse. In addition, the Employer reserves the right to drug test any/all employees randomly and does so in the event of any and all accidents or injuries while on the job.

ARTICLE 5: NO STRIKE - NO LOCKOUT

Section 1: During the life of this CBA, the Union and the employees covered under this agreement will not authorize, and the employees will not participate in a strike of any kind, or any boycott, work stoppage, slow-downs, or any other type of organized interference, coercive or otherwise, with the Employer's business.

Section 2: During the life of this CBA, the Employer will not lock out the employees.

ARTICLE 6: SENIORITY

Section 1: The Employer recognizes an employee's seniority, which will be based on the length of continuous service, with previous, present and succeeding Employers, according to the Employer's and the Union's records, as an important factor to be considered in shift assignments, promotions, demotions, lay-offs and recalls after lay-off within the unit. It is understood, however, that in making all of the foregoing decisions the Employer will first and foremost consider whether an employee is eligible for purposes of the AbilityOne Program, the employee's efficiency and capabilities and provided that when these factors are equal, the employee's seniority will prevail.

Section 2: No employee will acquire any seniority rights until he/she has been continuously employed by the present Employer for a period of ninety (90) calendar days.

Section 3: A break in seniority will occur in the following events if an employee:

(a) Quits.
(b) Is discharged for cause.
(c) Takes an unauthorized leave of absence.
(d) Is laid off for more than six (6) consecutive months.
(e) Leaves due to military TDY assignment.

Section 4: The Employer will provide the Union with the most recent employee seniority list as of December 31 or each year. The Union in turn will verify the employee seniority list for accuracy and acknowledge such to the Employer no later than thirty (30) days after receipt of the list. If the Union does not verify the information within 30 days of receipt of the seniority list provided by the Employer, then the Employer information will be deemed to be accurate and operative for all purposes.

Section 5: Employees hired on the same day will note seniority by the earlier date and time hired.

ARTICLE 7: PROBATIONARY AND TEMPORARY EMPLOYEES

Section 1: Newly hired employees will be on probation for the first ninety (90) days of employment. During this probationary period employees will receive the rates of pay provided in Schedule A, but will not be entitled to any other benefits such as grievance and arbitration under this CBA. During the probationary period, the Employer may discipline and/or discharge any employee for any reason considered justifiable by the Employer or for no reason at all without recourse to the grievance procedure. Any employee so dismissed will not have a right to invoke the arbitration procedure of this CBA.

Section 2: Upon completion of the ninety (90) day probationary period, employees will be placed on the seniority list as of the first date of employment. Once placed on the seniority list, the employees will be entitled to all benefits provided under this CBA, including lay-off and rehire after lay-off.

Section 3: Temporary employees are those who are employed for a period of ninety (90) days or less with notification to the Union

ARTICLE 8: WAGES, BENEFITS AND HEALTH AND WELFARE

The Wages and Benefits including Health and Welfare rates, which will be effective during the term of this CBA, are set forth in Schedule "A".

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 1: 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 will be entitled to be paid at straight time rates and will not be construed as a guarantee to any employee for any specific number of hours of work either per day or per week, or as limiting the right of the Employer to determine and fix work schedules and to require such employees to work any specified number of hours either per day or per week.
For pay purposes only the work shifts will be designated as: Shift One – 07:00 a.m. – 03:00 p.m.

Shift Two: 03:00 p.m. – 11:00 p.m. Shift Three: 11:00 p.m. – 07:00 a.m.

Section 2: Overtime: The rate of one and one-half times (1½) the regular straight time hourly rate of pay will be paid for all work performed in excess of forty (40) hours in any payroll period running Sunday through Saturday. Overtime will apply to "Hours Worked" only.

The allowance of overtime payment on any hour eliminates that hour from consideration for overtime on any other basis.

In order to meet the operational or maintenance needs of the Employer, or in case of an emergency, employees may be required to work overtime with minimal advisement time.

The Employer will make every reasonable effort to distribute overtime opportunities as equally as practicable among employees (taking into consideration the work hour requirements of the AbilityOne Program) in their respective job classifications within a reasonable period.

Section 3: Days Off: Where possible, each employee shall have two (2) regularly assigned days off in each forty (40) hour workweek and, if possible these days should be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, he/she shall not be reassigned alternate days off to avoid payment of the accumulation of hours worked during such workweek.

ARTICLE 10: VACATION

Section 1: The Employer will have the exclusive right to fix and determine the vacation schedule; however, whenever practicable the Employer will give consideration to the wishes of, and in the event of competing requests, the seniority of employees before scheduling vacation; but such schedule will necessarily be governed by the operating requirements of the contract.

Section 2: Vacation will be calculated on the basis of an annual average of regular hours worked for the preceding twelve (12) months of work.

Section 3: Payment of vacation time will be made to each employee entitled thereto on his last regular payday after the commencement of his vacation or on the regular payday cycle. No payment will be made for vacation earned and not taken.

Section 4: Vacation time will not carry over or accumulate from year to year. It must be taken during the year that the employee has earned vacation eligibility. Vacation time will be earned on an employee's date of hire anniversary with the Employer.

Section 5: During the month of January employees will schedule vacation time in accordance with the sections mentioned above. Vacation time not scheduled during this month should be subject to availability of such available time.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A "grievance" will be defined as any dispute or difference between the Employer and the Union (and/or a member of the bargaining unit) with respect to the interpretation or performance of, or the rights of the parties under this CBA. A grievance must be raised by an employee (or by the Union, on the employee's behalf) within ten (10) working days of the event or omission of which the employee is complaining.

Section 2:

(a) If any grievance arises, it will be resolved in accordance with the procedures set forth in this Article. The parties recognize that the time limits set forth in this CBA are jurisdictional and may be extended only upon the mutual written consent of both parties.

(b) If an employee alleges that he is aggrieved:

STEP 1: If a grievable matter arises that cannot be informally resolved by the employee and immediate supervisor, the Union may reduce the grievance to writing and submit it to the Human Resource Director of the Employer (the " HR Director") within ten (10) working days of the event or omission of which the employee is complaining. Submission of the grievance will be by certified mail, return receipt requested. For purposes of service, the Employer and the Union will use the addresses listed in Article 25 of this CBA. A Business Agent of the Union and the HR Director will meet either in person or by phone conference to discuss the grievance within seven (7) working days from receipt of grievance by the Employer. At either party's option, the aggrieved employee, the Union Steward, and/or the aggrieved employee's supervisor may also be asked to attend the meeting. Within ten (10) working days following the conclusion of this conference, the HR Director will submit a written reply to the grievance to the Business Agent by Certified Mail Return Receipt Requested.

STEP 2: If the matter is not resolved to the Union's satisfaction in Step 1, the Union may submit the grievance in writing via Certified Mail – Return Receipt Requested to the Employer's President (the "President'), with a copy to the HR Director within ten (10) working days following the conclusion of Step 1. For purposes of service upon the President, the parties will use the addresses listed in Article 25 of this CBA.; however, the Employer herewith agrees that timely service of a Step 2 grievance upon the HR Director will constitute timely service upon the President. Within ten (10) working days following the Employer's receipt of the grievance, the President or his/her designee will meet with a Business Agent of the Union or his designee and the Union Steward to discuss the grievance; where appropriate, the aggrieved employee and/or his/her supervisor may also be invited to participate in the meeting. Within five (5) working

days following the conclusion of that conference, the President will submit a written response to the grievance to the Union representative via Certified Mail – Return Receipt Requested.

STEP 3: If the grievance is not resolved in Step 2, either the Union or the Employer may, within fifteen (15) working days following the date of the President's written response, appeal the grievance to Arbitration. In the event of Arbitration, the party invoking the Arbitration will request that the Federal Mediation and Conciliation Service ("FMCS") submit a list of at least five and no more than seven arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party which requested arbitration, will alternate in striking a name from the list until only one name remains.

(c) If the appropriate Employer representative fails to serve a timely response at either Step 1 or Step 2, the grievance will, for purposes of calculation of the time limits set forth above, be deemed to have been denied in its entirety on the last day the Employer's response could have been timely served.

(d) Regardless of whether it is the Union as an entity as opposed to an individual aggrieved employee that is the grievant, the grievance will be timely only if it is submitted within ten (10) working days after the event or omission complained of.

(e) For the purposes of Article 11 only, working days will be defined as Monday through Friday (excluding federal holidays listed in Addendum A herein. If any deadline under these Sections (for either the Union or the Employer) falls on a holiday recognized by the United States Postal Service, the deadline will be extended to the first day which is not such a holiday.

(f) Where a grievance protests the discharge of an employee, the Union and Employer may mutually agree to waive STEP 1 and/or STEP 2 of the above process so as to permit the grievance to be referred directly to arbitration under Article 11 Section 2 (b) (STEP 3) and will continue to Section 3 below.

Section 3.

(a) The neutral arbitrator to whom any grievance will be submitted in accordance with the provisions of Article 11 will have the authority to interpret the CBA, to make findings of fact based upon the evidence submitted at the arbitration proceeding, and to apply the contractual provisions to said facts. The jurisdiction of an arbitrator selected under Article 11 Section 2 (b) STEP 3 is limited in that the arbitrator has no authority to add to, subtract from, disregard, amend, or otherwise change or in any way modify the provisions of this CBA, and will limit the decision strictly to the interpretation of the language of this CBA.

(b) At any arbitration hearing under Article 11, if both parties involved agree to utilize the services of a court reporter, the expenses and fees incurred (including the cost of providing a copy of the record to the arbitrator) will be borne equally by the Employer and the Union. If

only one party desires to utilize the services of a court reporter, it may do so, and that party will pay all of the court reporter's fees and expenses, and provide a copy of the record to the arbitrator; provided, however, that neither the paying party, the arbitrator, nor the court reporter will make a copy of the record available to the non-paying party.

(c) The compensation and costs required to be paid to the arbitrator and arbitration service will be borne equally by the Union and the Employer.

Section 4. The Employer will be under no obligation to pay any compensation to any employee or employees (including the Union Steward) for any time spent in processing or handling any grievance , including arbitration. At the request of the employee(s) involved, the Employer will attempt to schedule any such meetings (other than an arbitration hearing) at times which will minimize or eliminate any employee's loss of working time.

Section 5. The decision of the arbitrator, if rendered in accordance with the provisions of Article 11 Section 3, will be final and binding upon the Union, all bargaining unit employees, and the Employer.

Section 6. If an arbitration decision results in an award of any wages (such as back pay) to a bargaining unit employee, the Employer will be obligated to make such payment no later than the regular scheduled payday falling on or immediately after the expiration of 28 days following the parties' receipt of the arbitration award. Any monetary award issued by an Arbitrator not paid in a timely manner as required by this Section 6 will begin to accrue interest at the rate of one percent (1%) per annum and continue until the award is paid in full. The Employer's obligation under this Section 6 will be waived if the Employer's failure to make a timely payment is due to the fact that the employee moved and did not provide an accurate forwarding address in writing to the Employer.

Section 7. The procedures set forth in the grievance and arbitration procedure of Article 11 (b) STEP 1 through STEP 3 may be invoked only by the authorized Union representative or the Employer.

Section 8. The Employer and the Union recognize that the grievance procedure specified in Article 11 may not accommodate in all cases the needs of employees with severe mental or physical disabilities. Therefore, the Employer and the Union may, by mutual agreement, provide an alternative method for resolving a grievance as a reasonable accommodation to an employee with a severe disability where the existing grievance procedure is inappropriate or presents improper barriers to a severely disabled individual.

ARTICLE 12: HEALTH AND SAFETY

Section 1: The Employer and the Union will cooperate to promote employee safety and accident prevention in and around all operations and premises.

Section 2: The Employer will provide, at no cost to the employee, Personal Protective Equipment (PPE) to employees working in job sites that require the use of PPE.

Section 3: The Employer will maintain safe, sanitary and healthful conditions and will provide first aid equipment for employees in case of accident or illness.

Section 4: Every employee will be responsible for maintaining his place of work in a clean and orderly condition. All employees are required to observe safety rules and regulations established by the Employer, including the use of prescribed safety equipment to clothing.

Section 5: As a condition of continued employment, all employees are required to conform to all current work rules and regulations or those that may be issued by the Employer from time to time pertaining to the operations, health and safety.

ARTICLE 13: LEAVE OF ABSENCE

Section 1: In accordance with the Family and Medical Leave Act of 1994 (FMLA), as amended, unpaid personal leave of absence will be granted for up to twelve (12) weeks for the birth of a child, and / or 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, child or parent; or because of a serious health condition that makes the employee unable to perform his or her essential job functions; and up to twenty-six (26) weeks for a family member (spouse, son, daughter or parent) being on or having been notified of a impending call or order to active duty in the Armed Forces in support of a contingency operation. Employees must meet the eligibility requirements contained in the FMLA, and any paid or unpaid leave will be offset against the above twelve (12) or twenty-six (26) weeks.

Section 2: All Leave of Absence including FMLA leave must be submitted by the employee in writing to the Employer 30 days prior to his/her intent to commence leave, or in case of emergency, as soon as practicable. The Employer may request a medical certification for FMLA taken to care for a spouse, child or parent who has a serious health condition or for a serious health condition of the employee. The Employer may, at its discretion, require a second or third opinion paid by the Employer and a certification of fitness to return to work.

ARTICLE 14: VISITATION RIGHTS

Section 1: Officers of the Union will have the privilege of visiting members of the Union during working hours after notification to the Employer's Regional Manager has been made with at least one full business day in advance of the visit. In accordance with these visitation

rights, the Union agrees not to interfere with the day-to-day operations at the job sites visited.

Section 2: All visits are subject to applicable government laws and regulations governing visitors to the facility. The Union is solely responsible to obtain clearance and permission from any/all governmental facilities to enter any governmental facility served by the Employer under this CBA.

ARTICLE 15: CAPTIONS AND TERMS

Captions or terms in and of this CBA are for convenience only and do not in any way limit or amplify any provisions thereof. Wherever the singular or plural number is used herein, it will equally include the other and wherever the masculine or feminine gender is used, it will equally include the other.

ARTICLE 16: SAVING CLAUSE

Section 1: Should any part or provision of this CBA be rendered invalid by reason of any existing or subsequently enacted legislation or opinion of Court of Competent Jurisdiction, such invalidation of any part or provision of this CBA will not invalidate the remaining portions hereof, and they will remain in full force and effect.

Section 2: If there is any conflict between the terms and conditions of this CBA and any other Employer policy or Employee Handbook, the terms and conditions of this CBA will prevail.

ARTICLE 17: BULLETIN BOARDS

Section 1: The Employer agrees to provide the Union with a bulletin board; however, all material will require the written approval of the Regional Manager or his/her designee prior to posting.

Section 2: No materials may be posted and no solicitations may be engaged in a federal facility where work is performed under this CBA, unless the posting or solicitation is done so in accordance with the rules and regulations in effect at the federal facilities covered by this CBA.

ARTICLE 18: NO DISCRIMINATION

Section 1: The Employer and the Union agree that there will be no discrimination against any present or future employee, or against any applicant for employment, by reason of race, 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.

Section 2: The Employer and the Union understand and agree, however, that it is not discriminatory under this CBA for the Employer as an AbilityOne Program contractor to confer a

preference for applicants and employees who are AbilityOne Program-qualified for purposes of decisions by the Employer as to who to hire, promote, lay off, or recall, or in the assignment of hours and schedules.

ARTICLE 19: SHOP STEWARD

Section 1: The Union may select two (2) employees of the Employer to act as Shop Steward and each one will have one hour every two weeks to take care of Union business. This time will be administrated at the Shop Steward's discretion and he will be required to clock in and out when conducting Union business. The Union will provide the name(s) of the acting Shop Steward(s) to the Regional Manager in writing within thirty (30) days of the signing of this CBA. In case of a Shop Steward's employment termination, the Union has 30 days to appoint a new Shop Steward and advise the Regional Manager of the new appointment.

Section 2: A Shop Steward's authority will be limited to and will not exceed the following duties and activities:

(a) The investigation and presentation of grievance to the designated Employer's representative in accordance with the provisions of the CBA.

(b) 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 the work or duties of employees. Time spent by the employee and the Shop Steward to discuss grievances shall be off the clock and the Employer will not be responsible for payment of time so spent. The Shop Steward will obtain permission from his respective supervisor prior to leaving his work assignments to handle grievances and report back to his supervisor upon return.

(c) The transmitting of such messages and information which originate with and are authorized by the local Union, or its officers, provided that such messages and information have been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or any other interference of the Employer's business.

(d) Any activities undertaken by the Shop Steward outside of his normal working hours will not be considered as time worked for pay or overtime purposes.

ARTICLE 20: UNIFORMS

The Employer agrees to provide uniforms as necessary at no cost to all employees. All employees will adhere to dress standards set by the contracting activity; employees not wearing appropriate uniform or personal protective equipment will not be allowed to perform work and time spent at the work site out of uniform or without PPE will not be considered as time worked for pay or overtime purposes.

ARTICLE 21: NEUTRALITY

The Employer agrees to remain neutral during organizing campaigns in which Local 351 becomes involved at any site where employees of TRDI are employed.

ARTICLE 22: PHYSICAL EXAMINATION

Section 1: To the extent required by the Contracting Agency, the Employer may require an employee to undergo a physical or mental examination on an initial and thereafter periodic basis. If necessary, the Employer will have the right to select the examining physician or appropriate healthcare professional, request the physician or appropriate healthcare professional to conduct specific required tests, and to receive a written report from the physician or appropriate healthcare professional as to the findings of the examination. Such reports will be considered and treated in a confidential manner according to HIPAA by the Employer.

Section 2: The Employer agrees to use its best efforts to identify and to provide a list of healthcare providers who are available to provide free or subsidized physical or mental examinations to employees covered under this CBA so as to minimize the costs of any required physical or mental examinations to the employees. The Employer will provide the Union with a list each year with the names and addresses of the providers identified pursuant to this provision.

ARTICLE 23: DISCHARGE OR SUSPENSION

Section 1: An employee may be subject to immediate discharge for, but not limited to, the following: (This list is not all inclusive but will serve as examples of cause for immediate discharge of an employee.)

(a) Dishonesty, which includes misuse of time cards, time clock, or time sheets.

(b) Intoxication during working hours.

(c) Use, possession and/or distribution of drugs or alcohol, or being under the influence of drugs or alcohol during working hours.

(d) Fighting while on the premises.

(e) Deliberate property or equipment damage or other such gross misconduct.

(f) Not reporting to work, or over-staying an authorized leave of absence, without notifying the Employer for three (3) consecutive workdays.

(g) Any false statement made on the application for employment, or to the medical examiner with the intent to deceive.

(h) Unauthorized possession of firearm or explosives within facilities.

(i) Employees restricted by the Government from entering the Government installation or facility where the Employee is assigned to work.

(j) Sleeping on the job.

(k) Failure to perform duties as directed or instructed.

(l) Continual absences or tardiness as defined by the Employer policy.

(m) Assisting or permitting anyone who does not have proper clearance or permission to access any government facility served by the Employer under this CBA.

(n) Failure to maintain security clearance as required by the Contracting Agency.

Section 2: The Employer will not discharge any non-probationary employee without just cause. With respect to any such discharge, the Employer will give one copy of the warning notice to the employee of any complaint against such employee, in writing, and a copy of the same to the Local Union. Warning notices will become null and void upon reaching twenty-four (24)

months from date of issuance.

Section 3: The following will constitute the Employer's rules and regulations which the employees will be required to follow:

(1) Gambling, including games of chance, operating of pools, lotteries, etc. within the facilities, will not be permitted. "Within facilities" includes the grounds portion of any facility.

(2) Immoral conduct or indecency on the premises will not be permitted. It is understood that under certain circumstances progressive discipline steps may be omitted. This would only be in serious cases.

(3) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours. It is understood that under certain circumstances progressive discipline steps may be omitted. This would only be in serious cases.

(4) Vending, soliciting or collecting contributions for any purpose whatsoever, at any time on the premises, unless authorized by the Employer's Regional Manager.

(5) Excessive absenteeism, tardiness and abuse of sick leave, will not be permitted.)

(6) Failure to perform work assigned to Employer standards.

(7) Failure to report to work station or place of work after punching in on time clock or signing in or failure to leave work premises after punching out on time clock.

(8) Failure to report for work after release by a doctor or physician including any workers' compensation injury or illness.

(9) Employees will not wash up or change clothes until their equipment is cleaned and stored.

(10) Employees will not leave the premises before the end of their workday.

(11) Creating or contributing to unsafe working conditions will not be permitted.

(12) Smoking and/or drinking soda or coffee in unauthorized areas on Employer time will not be permitted.

(13) Sleeping on the job will not be permitted.

(14) The use of abusive language to Supervisor, fellow employees, or customers will

not be permitted.

Section 4: Employees found guilty of violating the Employer's rules and regulations may be suspended without pay or discharged in the following manner:

(1)	First Offense:	Written warning and counseling
(2)	Second Offense:	One (1) day suspension
(3)	Third Offense:	Dismissal/discharge or three (3) day suspension without pay, at the Employer's discretion
(4)	Fourth Offense:	Dismissal/discharge or five (5) day suspension without pay, at the Employer's discretion

Section 5: Discharge or suspension must be by proper written notice to the employee, with a copy mailed or delivered to the Shop Steward and a copy mailed or delivered to the local office of the Union. Warning notices of complaints against an employee need not be for similar or same reasons for dismissal / discharge action taken by the Employer.

ARTICLE 24: DURATION

This CBA will be in full force and effect from 12:01 A.M. September 1, 2011, to 12:00 midnight August 31, 2012, unless written notice of desire to modify or terminate the CBA is served by either party upon the other sixty (60) days prior to the date of expiration. Should the parties ever fail to agree to renewal terms and conditions of this CBA; wages and benefits shall revert to the then current Wage Determination issued by the Department of Labor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31st day of July 2011 to be effective as of the 1st day of September 1, 2011.

ARTICLE 25: ADDRESSES OF EMPLOYER AND UNION FOR SERVICE

Employer:
Training, Rehabilitation & Development Institute, Inc.
425 Soledad St. Suite 800
San Antonio, Texas 78205

Union:
International Union of Operating Engineers, Local 351, AFL-CIO,
6967 Commerce
El Paso, Texas 79915

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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351 AFL-CIO

Authorized Signature: _____

Print Name: _____

Title: _____

TRAINING, REHABILITATION, & DEVELOPMENT INSTITUTE, INC.

Authorized Signature: Juan Ranger

Print Name: JUAN RANGEL

Title: PRESIDENT

SCHEDULE "A"

WAGES

Classification	Current	Effective 9/1/11	
Floor Person (Floor Stripper)	$ 10.79/hr	$ 10.99/hr	
Custodian/Groundskeeper	$ 10.58/hr	$ 10.78/hr	

SHIFT DIFFERENTIAL

Shift differential will be thirty cents ($0.30) per hour worked. Shift differential will cover second and third shift (between 03:00pm and 07:00am).

LONGEVITY INCENTIVE

Any employee who has been employed at any of these locations for over eight (8) continuous years, shall be entitled to an additional twenty cents ($. 20) per hour worked

HEALTH AND WELFARE BENEFIT CONTRIBUTION

The total Health and Welfare Benefit ("HWB") contribution to be paid by the Employer under this Agreement shall be as follows,

Total Health and Welfare Benefit Amount

Classification	Current	Effective 9/1/11	
All unit employees	$ $3.35/hr	$ 3.65 *per hour actually worked	

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The Employer and the Union agree and acknowledge that the entire $3.65/hr HWB Amount shall be paid for actual hours worked only and contributed to the Union's Central Pension Fund administered by a third party. The Employer and Union further agree and acknowledge that there shall be no HWB paid for hours worked in excess of 40 hours per week per employee.

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.

HOLIDAYS

The Employer will pay eligible employees for the following holidays:

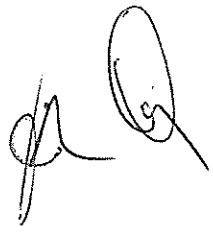
1. New Year's Day
2. Independence Day
3. Martin L. King's Birthday
4. Labor Day
5. President's Day
6. Thanksgiving Day
7. Memorial Day
8. Christmas Day
9. Columbus Day
10. Veteran's Day

Employees will be paid their normal scheduled hours at their normal straight time hourly rate for holidays, and if required to work on a holiday shall be paid, in addition to the above straight time for the first eight (8) hours worked. To be eligible to receive holiday pay, an employee must be on the active payroll and must work the last regularly 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 for their normal scheduled hours at straight time hourly rate in addition to vacation pay.

Holiday schedules should be posted at least two (2) weeks prior to such holiday. Should an employee be assigned to work on a holiday listed above, he/she shall not be reassigned alternate days off to avoid payment of accumulation of hours worked during such workweek.

The Employer will make every reasonable effort to distribute holiday working hours as equally as practicable among employees (taking into consideration the work hour requirements of the AbilityOne Program) in their respective job classifications within a reasonable period.



VACATION

An employee, who shall have attained the years of continuous service specified in the following table, shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table:

Years of Service	Entitlement
One (1) year of service	Ten (10) days
Five (5) years of service	Fifteen (15) days
Ten (10) years of service	Twenty (20) days

Employees may not earn pro-rated vacations. Employees may become eligible for vacations after successfully meeting their annual anniversary date each year of employment. If an employee does not meet their annual anniversary date each year, vacations shall be not paid and an employee shall not be eligible for vacations.

CALL-IN PAY

If an employee has completed his shift, leaves the premises, and is called back to the facility, he shall be guaranteed a minimum of two (2) hours pay or two (2) hours of work at the applicable rate. 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.

SICK LEAVE

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Schedule "A". The employer may require medical proof of illness for absences in excess of two (2) days with sick leave. No sick leave pay shall be paid for less than one half (1/2) day sick pay. If an employee works more than one half (1/2) day, the employee shall only be paid for hours worked and will receive no sick leave pay. The employee will accumulate one half (1/2) day per month or 6 full days per year Sick leave will be paid even if not used.

Classification	Current	Effective 9/01/11
All unit employees	6 days per year	6 days per year

FUNERAL LEAVE

1. Funeral Leave is a benefit designed to permit an employee time off from scheduled work to actually attend the funeral of a relative (as described below).
2. Only work days which fall within two (2) calendar days before the day of the funeral or within two (2) calendar days after the day of the funeral qualify for this benefit.
3. Up to three (3) work days per annum may qualify for funeral leave in the event of the death of a member of their immediate household who is related by blood or marriage, or

in the event of the death of a father, mother, child, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law of the employee- Special circumstance may qualify for one (1) additional day if approved by the Regional Manager

4. Additional time off (i. e., vacations, sick leave, or other benefits) may be approved based upon individual's need and subject to Employer approval.
5. Funeral Leave will not be granted unless the employee is actually attending the funeral. The amount of time off authorized will depend on circumstance and distance to be traveled.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351 AFL-CIO

Authorized Signature: _____

Print Name: Ivan De La Torre

Title: Business Rep.

TRAINING, REHABILITATION, & DEVELOPMENT INSTITUTE, INC.

Authorized Signature: _____

Print Name: Juan Rangel

Title: President