

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 863

AT

NAES LAKEHURST, NEW JERSEY

AND

MELGAR FACILITY MAINTENANCE, LLC  
CONTRACT #FA4484-13-D-000 I

START: October 1, 2018  
EXPIRES: September 30, 2023

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, by and between TEAMSTERS LOCAL 863 (the Union) and MELGAR FACILITY MAINTENANCE, LLC (hereinafter collectively referred to as "Employer").

### ARTICLE 1 PURPOSE AND SCOPE

It is the intent and purpose of the parties to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties and to provide procedures for prompt, equitable adjustments of alleged grievances and to that end, there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

### ARTICLE 11 UNION RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole bargaining agent for all full-time and regular pan-time employees employed by the Employer at Lakehurst Naval Base, but excluding professional employees, guards and supervisors as defined in the Act.

Section 2. Whenever the words "employee" or "employee" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized referring to both male and female employees.

Section 3. It is understood by this Section that the parties hereto shall not use any leasing subcontracting device to evade the terms of this Agreement. The Employer shall give a copy of this Agreement to the contracting officer at the base.

### ARTICLE 111 UNION SECURITY

Section 1. As a condition of continued employment, all employees covered by this Agreement shall after the thirty first (31st) day after employment, or thirty one (31) days after the effective date of this Article, whichever is later, become and remain members of the Union.

Section 2. The Employer shall promptly upon hiring new employees, notify them of the existence of the Union Agreement and the Union shop provisions thereof Upon written notice by the Union to the effect that an employee has not complied with the Union shop requirements, they shall within twenty (20) days, discharge said employee and forthwith advise the Union thereof in writing. The Union shall indemnify and hold them harmless against any all actions, claims, suits, damages or expenses incurred by reason of discharge affected at the request of the Union, as limited by Section 8(a)3 of the National Labor Relations Act.

Section 3. The Employer shall forthwith give the Union a list of employees covered by this Agreement, including categories, social security numbers, dates of hire and wages of all employees in the bargaining Unit and shall thereafter furnish the names, categories, social security numbers,

dates of hire and wages of any new employees in the bargaining unit within thirty (30) days after hire.

#### ARTICLE IV CHECK OFF AUTHORIZATION

Section 1. Upon receipt of a written authorization, voluntarily submitted by an employee, the Employer will deduct from the wages of each employee who is a member of the Union, the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union, in accordance with Section 8(a)3 of the National Labor Relations Act.

Section 2. The Employer shall remit sums deducted pursuant to this article, to the Union on or before the fifteenth (15th) working day of the month in which the Employer deducts them. The Union shall indemnify and hold the Employer harmless against all claims, demands or other forms of liability that may arise out of the Employer's deducting sums as Union dues and initiation fees pursuant to this Article.

#### ARTICLE V NO DISCRIMINATION

Neither the Employer, nor the Union, shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans, or handicapped, or because any employee exercised his/her rights under any federal or state law. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit. The Union also recognizes the Employer's Affirmative Action Programs.

#### ARTICLE VI SHOP STEWARD

Section 1. The shop steward shall be designated by the Union from the group he or she is to represent, and the Union will notify the Employer if the duly designated Shop Steward at the facility is changed.

Section 2. The shop steward shall not interfere with the management of business or direct any work of any employee but may advise the Employer of any violations of the Agreement and also notify the employee participating herein.

#### ARTICLE VII IMMEDIATE DISCHARGE

An employee shall be subject to immediate discharge for just cause including, but not limited to, the following reasons:

- (a) Caught stealing.
- (b) Drinking alcoholic beverages or using illegal drugs while working.
- (c) Physical altercations.
- (d) Falsification of time sheets or time cards.
- (e) Failure to report for work without notice or excuse.



- (f) Direct and blatant disobedience of a direct instruction or request that leads to an unsafe incident.
- (g) Acceptance of a bribe or financial reward for any cause or reason.
- (h) Payment of a bribe or offering of a financial reward for any cause or purpose.
- (i) Unauthorized use of any Employer's vehicle.
- (j) Failure to complete assigned work without notifying management or supervisor that the work was uncompleted.
- (k) Any false statement made on the application for employment, or to the medical examiner with the intent to deceive.
- (l) Unauthorized possession of firearms or explosives within the facilities.
- (m) Employees restricted by the Government from entering the Government installation.
- (n) Sleeping on the job.
- (o) Abandonment of the jobsite prior to completion of duties and/or without prior approval is subject to immediate discharge.
- (p) Falsification of any information given on an application or official Employer's document or other new hire related documents.
- (q) Repeated failure to adequately perform job to standards required.

## ARTICLE VIII

### WRITTEN WARNINGS AND PROGRESSIVE DISCIPLINE

Section 1. The following includes, but does not limit, the Employer's rules and regulations which shall not be permitted and for which written warnings shall be issued:

- (a) Gambling, including games of chance, operation of pools, lotteries, etc., within the facilities.
- (b) Amoral conduct or indecency on the premises.
- (c) Insubordination or refusal or intentional failure to perform assignment, and/or failure to respond to emergency response procedure after duty hours.
- (d) Vending, soliciting or collecting contributions for any purpose, whatsoever, at any time on the premises unless authorized.
- (e) Reporting to work under the influence of alcohol, with the indisputable odor of alcohol on breath or under the influence of illegal drugs.
- (f) Unauthorized break or extended break or lunch period.
- (g) Failure to report to work in a neat and clean fashion in proper uniform or approved attire.
- (h) Failure to wear provided name badge or I.D. card.
- (i) Unauthorized presence in any area not normally assigned to the employee/employees.
- (j) Verbal altercation with superiors, peers or other facility personnel.
- (k) Interference with an inspection process or inspector.
- (l) Giving access to any person to any area (by key or lock combination) under the control of the employee/employees.
- (m) Failure to maintain a reasonable means by which the Employer may contact the employee for duty.
- (n) Reporting to work late without cause or excuse.

- (o) Any moving vehicle violation while driving any Employer's vehicle or while en route from one job location to another.
- (p) Poor job performance. Poorly performed work is defined as any work that must be redone to meet acceptable standards or any work accomplished that initially does not meet established, acceptable and reasonable standards.
- (q) Leaving the job site with assigned keys that are to be secured on site.
- (r) Smoking, eating or drinking in any area other than approved areas for that purpose.
- (s) Any violation of the Safe Practices Code.
- (t) Employee misbehavior that reflects adversely upon the customer.
- (u) Excessive Absenteeism

Section 2. The Employer shall not discharge any employee without just cause. Employees found guilty of violating Employers rules and regulations may be warned, suspended without pay, or discharged, in the following manner:

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|--|--|
| a. First Offense   | Written warning and counseling or suspension depending on the severity of the offense. |
| b. Second offense, within any nine (9) consecutive month period. | Dismissal, or three (3) day suspension, at the Employer's discretion.                  |
| c. Third offense, within any nine (9) consecutive month period.  | Dismissal, or five (5) day suspension, at the Employer's discretion.                   |

Section 3. The progressive discipline system is intentionally structured in a way that once warning notices become twelve months old, said notice is no longer operable for the future.

Section 4. Discharge or suspension must be by proper written notice to the employee with a copy of same provided to the local union.

## ARTICLE IX

### ARBITRATION OR GRIEVANCE PROCEDURE

Section 1. Any dispute, difference, or grievance regarding the interpretation, application or breach of the provisions of this Agreement shall be settled with the duly authorized officials of the Union and a representative of the Employer.

Section 2. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance regarding the interpretation, application or breach of the provisions of this Agreement may be submitted to arbitration, at the request of either party, to the New Jersey State Board of Mediation who shall designate an arbitrator.

Section 3. The decision of such designated arbitrator shall be final and binding upon the parties, The parties further agree that there shall be no suspension of work when such dispute, difference or grievance arises that the expenses of the arbitrator shall be borne equally between them.



Section 4 The arbitrator shall decide cases in issue solely upon the provisions of this Agreement, and shall have no power to add to, delete from, modify, or alter the provisions of this Agreement.

Section 5. Any member of the Union who shall, at the discretion of this Arbitrator be required to testify at or attend hearings or arbitration, mediation or settlement of any questions of violations of this Agreement.

Only the Union or the Employer shall have the right to request arbitration.

## ARTICLE X SENIORITY

Section 1. The Employer recognizes seniority which shall be based upon 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 by it in shift assignments, promotions, demotions, lay-offs, and recalls after lay-offs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

Section 2. No employee shall acquire any seniority rights until he/she has been continuously employed by the present Employer for a period of thirty (30) calendar days.

Section 3. A break in seniority shall occur in the following events:

- (a) If an employee quits.
- (b) If an employee is discharged for cause.
- (c) If an employee takes an unauthorized leave of absence.
- (d) If an employee is laid off for more than six (6) months.

Section 4. Every new employee shall be on probation for a period of ninety (90) calendar days (defined as having reported to work 60 times) and during this probationary period, an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have the right to invoke the grievance and arbitration procedure of this Agreement. The Employer shall supply the Union with an up-to-date seniority upon request.

## ARTICLE XI LEAVE OF ABSENCE

### General Guidelines for Personal, Medical or Hardship Leave of Absence

A leave of absence without pay, for reasonable cause, as determined by the Employer, may be granted for a specified period, with written approval of the employee's Supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly assigned job duties. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer. Employees shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on leave of absence without pay shall not receive any accrued vacation for those periods of absence.

### Medical and Personal or Hardship Leaves of Absence

An employee desiring leave of absence from his/her employment shall secure written permission from the Employer. The maximum leave of absence shall be for one hundred eighty (180) calendar days. Permission for leave must be secured from the Employer with a copy mailed to the Union. Granting of medical leave of absences shall be for the restoration of personal health of the employee only. The need for personal health restoration must be attested to by a physician statement and be updated every thirty (30) days. Granting of personal or hardship leave of absences may include but not be limited to sickness, or death in the immediate family, cases considered extreme hardship for an employee or any member of his/her immediate family. Leave of absence shall not cause a change in seniority date. If benefits accrue during a year in which a leave of absence is taken, they shall be prorated according to service during that year.

### Military Leave of Absence

The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Reemployment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer. Employees who are members of the National Guard and Military Reserve Units, shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their Supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service. Leave of absence shall not cause a change in seniority date. If benefits accrue during a year in which a leave of absence is taken, they shall be prorated according to service during that year.

### Medical Treatment

The Employer provides Workmen's Compensation coverage for employees who sustain an injury or occupational illness.

### Family Medical Leave Act (FMLA)

The Employer agrees to be bound by the FMLA, if applicable.

### Return from Leave of Absence

The Employer agrees that an employee will be permitted to return to work at his/her previous classification and current rate of pay. Should an employee require less time off than originally approved, the employee shall have the right to return no later than ten (10) working days after notifying the Employer of his/her anticipated early return date. Any employees returning to work from a leave of absence must present a doctor's note releasing the employee back to work. Any physical restrictions will be taken into consideration by the Employer.

## ARTICLE XI WAGES

Employees shall be paid wages, shift premiums and fringe benefits, including mileage per IRS standards, in accordance with the schedule of wages identified as Schedule A for each location. The



rates of pay, shift premiums and fringe benefits, shall be negotiated between the Employer and designated National representative of the Union that has jurisdiction to represent the Employees.

### ARTICLE XIII HOURS AND OVERTIME

Section 1. The standard workweek for regular full-time employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each. Overtime at the rate of time and one-half (1.5) the regular straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours per week.

Section 2. It is agreed that the nature of the cleaning is such that it is a 24-hour-per-day, 7days-per-week operation, and there is no difference as to working hours and days.

Section 3. Overtime shall be offered to employees based on seniority and qualifications within the shift on which they work.

Section 4. Employees shall be allowed two (2) fifteen (15) minute breaks during each eight (8) hour shift.

### ARTICLE XIV SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time when he/she has not been notified not to report and for whom no work is provided, shall receive two (2) hours pay at his/her regular hourly rate. Any employee reporting for work at his regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his/her regular rate, even though four (4) hours have not been worked. If more than four (4) hours are worked in any one (1) shift, an employee shall receive pay for actual hours worked. Any employee called in outside his/her regular working hours, or on his/her scheduled day(s) off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

### ARTICLE XV HOLIDAYS

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee Birthday	4 Personal Days

Every employee will be compensated for the above holidays. In computing the number of hours for which an employee is entitled to compensation at the hourly base rate of pay, the proportion which the average number of hours worked by an Employer during the preceding normal work week bears to forty (40) shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed during normal work week preceding the holiday week, his holiday pay would be computed by taking  $\frac{3}{4}$  (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.



Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the names holidays fall on a non-working day, the employee shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of the observance above their normal compensation for work performed.

When a holiday occurs during the employees' scheduled vacation, the employee shall not use a vacation day for the holiday. Instead, the employee shall be paid vacation days for the days surrounding the holiday and holiday pay for the holiday.

When the Employer requires work on any shift on a holiday it shall post a notice of such requirement at least seven (7) days prior, if practicable, to that holiday. Said notice shall provide space for the signatures of volunteers for such work. If not enough qualified volunteers sign said notice within three (3) days (or less if circumstances require) after posting, the Employer shall select qualified employees in order of seniority to perform work.

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding and following the holiday, unless excused by reason of illness, bereavement leave or other good cause or if the employee has already received approval for paid vacation.

Employees will be paid for any federal holidays including but not limited to the holidays listed above.

## ARTICLE XVI VACATIONS & SICK DAYS

All employees with one (1) year or more of continuous service shall receive ten (10) working days of vacation with full pay.

All employees with three (3) years or more of continuous service shall receive fifteen (15) days of vacation with full pay.

All employees with five (5) years or more of continuous service shall receive twenty (20) days of vacation with full pay.

Pro-rate vacation pay shall be given all employees who leave the Employer's employment prior to their anniversary date.

The term "hours previously worked" shall not include hours of vacation, sick days, personal days and holidays.

Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contracts in the performance of similar work at the same federal facility.

Vacations will not be accumulated from year to year, nor taken back. If the Employer consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Employer.

Vacations will be granted at times most desired by employees in order of their seniority within work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Employer in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once signed will not be canceled by the Employer except with the agreement of the employee. When a conflict arises in vacation scheduling, the Employer shall use seniority as the rule. Once the Employer has approved vacation request in writing, regardless of seniority no employees may bump the same vacation time.

Temporary layoffs or leaves of absences less than ninety (90) days during the year will not interrupt the continuity of service for the purpose of eligibility for vacation and shall be counted toward the required year for each vacation period. Time not actually worked shall not count towards earning vacation credit.

As of October 1, 2018, all employees covered by this Agreement shall be granted ten (10) days of paid sick leave per year. It may be required of employees to submit to the employer a certificate of notification from a doctor as required proof of illness after the third (3rd) consecutive day absent before receiving sick pay.

Sick leave is a use it or lose it benefit and cannot be carried from one year to the next. Any accrued unused sick leave will not be paid back at the end of the year.

Sick days are defined as an employee's regularly scheduled shift. Example if an employee's shift is 8 hours, a sick day will be paid at 8 hours. Further, if an employee's shift is 6 hours, a sick day will be paid at 6 hours. The exception would be an employee who works additional hours for more than 2 consecutive weeks.

Sick leave cannot be used to extend vacation leave unless approved by Management.

#### ARTICLE XVII FUNERAL LEAVE

Funeral leave as identified in Schedule A, shall be recognized as follows: An employee who has death in his or her immediate family, defined as his or her spouse, mother, father, step-parent, sister, brother, step-sibling, son, daughter, grandparent, grandchild, stepchild, mother-in-law, father-in-law, or a member of his or her immediate family through adoption or guardianship, shall be paid up to and including three days pay at their regular rate for time missed within one week of the funeral.

#### ARTICLE XVIII HEALTH AND WELFARE

Beginning October 1, 2010, employees will receive the amount identified in Schedule A in lieu of health care coverage.



ARTICLE XIX  
PENSION

The Employer shall contribute the sum identified in Schedule A to the Union Pension Plan for all hours worked by each employee up to a maximum of eight (8) hours per day and forty (40) hours per week.

ARTICLE XX  
RETIREMENT SAVINGS PLAN

A. The Employer shall make contributions to the I.B.T Local 863 Retirement Savings Plan (the "Retirement Plan") in the various amounts, as set forth below in Section H below, for each hour paid, including for sick days, holidays, vacation, and other entitlement days, for each employee covered by this Agreement, not to exceed forty (40) hours per week. The Employer shall commence making contributions for each employee upon his completion of the probationary period, retroactive to his date of hire. If an employee does not complete the probationary period, the employee shall not become a participant in the Retirement Plan and no contributions will be made for such employee.

B. The Employer shall provide to the Retirement Plan a monthly report of all employees who worked in the prior month, the hours each employee worked, the hours for which contributions are made, the total amount of contribution owed for each employee, and the total amount paid by the Employer for the month. This report, and the payment for the total amount owed, shall be submitted to the Retirement Fund by the 15th day of the month after the end of the month in which the work for which the contributions are owed was performed. In addition, the Employer shall pay for each employee on the report the sum of Two Dollars (\$2.00) for each week during which an employee was paid for any hours, such that if an employee was paid for 40 or less hours in a week, the Employer shall enter that it shall contribute \$2.00 for each week for each such employee. The total amount due for this \$2.00/week contribution shall be paid either by separate check, combining the \$2.00/week for all employees on the report, or that total amount shall be included in the same check as the hourly contributions and the report shall set forth the amount being paid for the normal hourly contributions and the amount submitted for the \$2.00/week contribution. Pursuant to the Retirement Savings Plan, this \$2.00/week contribution shall be credited to the employee's account but shall subsequently be placed into an account to be used solely to pay and defray administrative costs incurred by the Retirement Savings Plan. The Employer shall owe no other monies to the Retirement Savings Plan for any administrative costs or expenses.

C. The Retirement Plan shall have the right to receive, collect, demand, sue, and institute proceedings in any court or other forum or tribunal for the purposes of enforcing payment of any of the contributions required to be made or that are owed under this Agreement. If the Employer is delinquent in the payment of contributions to the Retirement Plan, the delinquent Employer shall be further obligated to pay the Retirement Plan all costs and fees of collection, including but not limited to arbitration or court costs, arbitrator fees, and attorneys' fees, and interest on the amounts due and on costs and fees. Any action arising under, or involving interpretation or application of, or to enforce this Article shall be submitted in the first instance to the permanent arbitrator, Mr. J.J. Pierson, Esq. If he is unable to conduct the arbitration, it shall be submitted to the labor panel at AAA in New Jersey.

D. The Employer agrees that after the termination date of this Agreement, and while the parties are negotiating a new contract or an extension of this contract, the Employer will continue to make contributions to the Retirement Plan at the applicable rates in this Article pending consummation of a new contract.

E. It is agreed between the Employer and the Union that should the Employer fail to make the contributions as required by this Article, the Union shall have the right to order a work stoppage of the employees of the Employer and that such a work stoppage shall not be a breach of this Agreement.

F. The Employer shall continue to pay the sums set forth above to the Retirement Plan, notwithstanding the fact that an employee may be out of work suffering from a job-related injury for a period of three (3) months from the date of the accident. If any portion of such contribution is prohibited by reason of "415 of the Internal Revenue Code, the excess contribution shall be paid to the employee as a cash bonus, subject to all applicable taxes.

G. The Retirement Savings Plan Documents are incorporated herein and shall determine and define the obligations of the Employer to the Retirement Plan. The Employer and the Union agree to cooperate with each other and with the Trustees of the Retirement Plan and Trust, with respect to such forms, documents, requirements as may be required by the Retirement Plan in order to comply with the law and any applicable governmental agency.

H. The Employer shall contribute to the Local 863 Retirement Savings Plan the sum of \$3.30 per hour for each employee effective October 1, 2018. Effective October 1, 2019, the Company will increase its contribution by \$.50 to \$3.80 per hour. Effective October 1, 2020, the Company will increase its contribution by \$.50 to \$4.30 per hour. Effective October 1, 2021, the Company will increase its contribution by \$.50 to \$4.80 per hour. Effective October 1, 2022, the Company will increase its contribution by \$.50 to \$5.30 per hour.

## ARTICLE XXI HIRING OF EMPLOYEES

Section 1. The Employer may obtain applicants from any and all sources. The Employer is not prohibited from contacting the Local Union to furnish applicants for employment.

Section 2. Selection of applicants for referral to or for employment on jobs, shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other obligation or aspect of Union membership, policies or requirements.

Section 3. As a condition of employment, the Union agrees that all employees will maintain a current means by which they can be contacted to report for work. This requirement is important especially with respect to the substantial quantities of on-call work at the Employer's premises. This condition is also essential when considering the Employer's requirement to support the facilities with additional employees in the case of an Emergency Response.



## ARTICLE XXII MISCELLANEOUS

Section 1. The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2. The Employer agrees to provide the Union a copy of the Employer's written personnel policies and copies of the job descriptions for all classifications in the bargaining units. If no job description exists for a job classification, it will be immediately negotiated jointly between the Employer and the Union.

Section 3. Supervisors and other personnel outside the bargaining unit, shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize however, that such activity may be necessary from time-to-time to ensure the efficient and profitable operation of the Employer and therefore, agree that such activity is not a violation of the provision to this Agreement.

### Section 4. Pay Period and Pay Day

The pay periods and pay days are determined by the Employer and shall be paid on a regular basis and no less than two times per month. Melgar Facility Maintenance pays employees on a bi-monthly schedule to be paid on the 8<sup>th</sup> and 23<sup>rd</sup> of each month per the yearly payroll calendar.

Section 5. No employee who is discharged or resigned will receive any final wages until he/she has cleared Base Security and all badges/passes have been surrendered. No final wages will be released until all keys and uniforms are turned in to the Employer.

Section 6. If the work location is closed by the government for any reason including an Act of God (extreme cold, hot weather...) the employees will be off with pay, provided the contractor has or will be paid by the government.

In the event that employees are furloughed or otherwise not permitted to work due to a government shutdown, the Employer shall pay employees, and benefit plans provided for herein, for lost time to the extent that it receives payment from the government for said unworked hours. Further, the Employer agrees to make its best efforts to obtain payment or price adjustments that may be available in connection with such a shutdown. Further, in the event of a Government Shutdown, if the Employer does not receive payment from the Government, employees who are furloughed may request to be paid accrued unused vacation leave.

The Employer agrees to provide proof of payment from the government in the event of a shut down.

Section 7. The Union recognizes that all operations of the Employer are subject to the rules and regulations of the United States Government and U.S. Military Installations.

ARTICLE XXIII  
STRIKES AND LOCKOUTS

There shall be no cessation or interference with work or slowdowns, strikes, or lockouts for any cause whatsoever during the life of this contract.

The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the International Brotherhood of Teamsters Joint Council #73 and until the Employer has been officially notified by the Union twenty-four (24) hours in advance.

ARTICLE XXIV  
HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of Health and Safety standards and rules that may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE XXV  
INVALIDITY

In the event that any term or provision of this Agreement shall be declared in violation of federal or state law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XXVI  
MANAGEMENT CLAUSE

Section 1. The Employer retains the sole rights in its discretion to manage its business to hire, discharge for cause, lay off, assign, transfer and promote its employees; to determine the starting and quitting time and the number of hours to be worked and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

Section 2. The execution of this Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employer's.

ARTICLE XXVII  
REOPENER CLAUSE FOR LOCAL WAGE AGENDA

The Employer and the Union agree to meet for the purpose of negotiating area wages and fringe benefits including mileage per IRS standards to be attached as Schedule A.

The Union and the Employer agree to commence negotiations ninety (90) days prior to the annual renewal of the government's contract (October 1).



ARTICLE XXVIII  
SUCCESSORS CLAUSE

The Employer hereby agrees that this Agreement is binding on itself, its successors, and assigns and on any purchaser of the Employer's operations covered by this Agreement. The Employer further agrees that should it sell, lease, or transfer any and all of its operations covered by this Agreement, the Employer shall ensure that the terms of such sale, lease, or transfer shall contain a clause making this Agreement binding upon the buyer, lessee, or transferee.

ARTICLE XXIX  
EFFECTIVE DATE AND DURATION

This Agreement, entered into this 1st day of October 2018, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until September 30, 2023, and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer ninety days prior to the expiration date of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice.

If the contract with the government is extended to the Employer three (3) months before September 30, 2023 (the end of the Union contract), the Employer agrees to sign a three (3) month bridge which will expire on January 1, 2024.

ARTICLE XXX  
SEVERABILITY CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XXXI  
DRUG ABUSE PREVENTION & DETECTION

The parties recognize the problems which drug abuse has created in all industries and the need to develop abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug-free work environment, the Employer may require applicants or employees to undergo drug screening. The following terms have been agreed upon by the Union and the Employer.

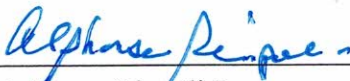
- (a) It is understood that the use, possession, transfer or sale of illegal drugs, narcotics or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.
- (b) The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons. This provision shall be applied in a non-discriminatory manner. Supervisors will

administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttal presumption that the test result would have been positive for an unlawful substance. All cost associated with this testing shall be the sole responsibility of the Employer.

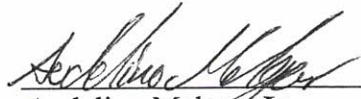
- (c) The Employer may require that an employee who contributed to an accident and/or submitted a report of personal injury in the work place be tested for drugs where the Employer has reasonable cause to believe that the accident or injury resulted from drug usage, e.g., performance, significant attitude change, absenteeism, etc. All costs associated with this testing shall be the sole responsibility of the Employer.
- (d) There will be no random drug testing by the signatory Employer.
- (e) Specific methods of testing shall be determined by the medical provider and shall conform to the accepted industry standards for such testing. All costs associated with this testing shall be the responsibility of the Employer.
- (f) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program is successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.
- (g) Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
- (h) The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
- (i) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suites or liabilities that may arise solely of the Employer's application of the Substance Abuse Program.

TEAMSTERS LOCAL 863

MELGAR FACILITY  
MAINTENANCE, LLC



Alphonse Rispoli Jr.



Audelino Melgar, Jr.

9-7-18

Date:

08-27-2018

Date:



**SCHEDULE "A"**

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
TEAMSTERS LOCAL 863  
AND  
MELGAR FACILITY MAINTENANCE, LLC.  
CONTRACT BFA4484-13-D-0001

	Classification	Rate Eff. 10/1/2018	Rate Eff. 10/1/2019	Rate Eff. 10/1/2020	Rate Eff. 10/1/2021	Rate Eff. 10/1/2022
Wages	Janitor Floor Tech	\$19.18 \$19.43	\$19.68 \$19.93	\$20.18 \$20.43	\$20.68 \$20.93	\$21.18 \$21.43
Health/Welfare		\$4.82 per hour worked up to 40 hours per week not to exceed 2080 hours per year, paid into the Health & Welfare Fund	\$5.37 per hour worked up to 40 hours per week not to exceed 2080 hours per year, paid into the Health & Welfare Fund	\$5.92 per hour worked up to 40 hours per week not to exceed 2080 hours per year, paid into the Health & Welfare Fund	\$6.47 per hour worked up to 40 hours per week not to exceed 2080 hours per year, paid into the Health & Welfare Fund	\$7.02 per hour worked up to 40 hours per week not to exceed 2080 hours per year, paid into the Health & Welfare Fund
Pension		\$3.30 up to 8 hours/40 per week to Local 863 Retirement Savings Plan, Plus \$2/week/employee admin fee	\$3.80 up to 8 hours/40 per week to Local 863 Retirement Savings Plan, Plus \$2/week/employee admin fee	\$4.30 up to 8 hours/40 per week to Local 863 Retirement Savings Plan, Plus \$2/week/employee admin fee	\$4.80 up to 8 hours/40 per week to Local 863 Retirement Savings Plan, Plus \$2/week/employee admin fee	\$5.30 up to 8 hours/40 per week to Local 863 Retirement Savings Plan, Plus \$2/week/employee admin fee
Holidays		15 per CBA	15 per CBA	15 per CBA	15 per CBA	15 per CBA
Vacation		10 days after 1 year 15 days after 3 years 20 days after 5 years	10 days after 1 year 15 days after 3 years 20 days after 5 years	10 days after 1 year 15 days after 3 years 20 days after 5 years	10 days after 1 year 15 days after 3 years 20 days after 5 years	10 days after 1 year 15 days after 3 years 20 days after 5 years
Uniforms		Wash/wear per Agreement	Wash/wear per Agreement	Wash/wear per Agreement	Wash/wear per Agreement	Wash/wear per Agreement
Sick Leave		10 days per contract year	10 days per contract year	10 days per contract year	10 days per contract year	10 days per contract year
Mileage		58 ½ cents per qualifying mile	58 ½ cents per qualifying mile	58 ½ cents per qualifying mile	58 ½ cents per qualifying mile	58 ½ cents per qualifying mile
Funeral Leave		3 days for immediate family	3 days for immediate family	3 days for immediate family	3 days for immediate family	3 days for immediate family

TEAMSTERS LOCAL 863

MELGAR FACILITY MAINTENANCE LLC

  
Alphonse Rispoli Jr.

  
Audelino Melgar, Jr.

Date:

Date: