

Collective Bargaining Agreement

Between

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL UNION NO. 416**

and

**Call Henry Inc.
Maintenance Trades and Grounds
January 1, 2003 to December 31, 2007**

Steam Plant

**(July 1, 2002 to December 31, 2002)
then will fall under Call Henry Agreement,
(January 1, 2003 to December 31, 2007)**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement	1
I	Recognition	1
II	Union Security	1
III	Dues Check-Off	1
IV	Hours of Work	2
V	Overtime, Premium Pay and Shift Differential	3
VI	Holidays	4
VII	Vacations	5
VIII	Insurance Coverage	5
IX	Hazardous Waste Abatement	6
X	Work Breaks/Cleanup Time	6
XI	Employee Discipline	6
XII	Work By Supervisors and Managers	6
XIII	No Strike and/or Lockout	7
XIV	Union Rights	7
XV	New Employees	7
XVI	Grievance Procedure	8
XVII	Arbitration	9
XVIII	Subordination	9
XIX	Savings Clause	9
XX	Equal Employment Opportunity	10
XXI	Jury Duty	10
XXII	Management Rights	10
XXIII	Pension	11
XXIV	401(k) Savings Plan	12
XXV	Wages	12
XXVI	Working Assignments	12
XXVII	Paid Personal Time	13
XXVIII	Leaves of Absence	13
XXVIX	Tools, Shoes and Clothing Allowance	19
XXX	Beeper Allowance	19
XXXI	Call in Time	19
XXXII	Seniority	20
XXXIII	Stewards	21
XXXIV	Bulletin Boards	21
XXXV	Education	21
XXXVI	Successors and Assigns	22
XXXVII	Term of Agreement	23
	Exhibit "A"	24

AGREEMENT

THIS AGREEMENT is made and entered into this **18th** day of **JULY, 2002**, by and between CALL HENRY INC. Brookpark, Ohio, hereinafter called the "COMPANY" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 416, 709 Brookpark Rd., Cleveland, OH, 44109, hereinafter referred to as "LOCAL 416" or "the Union."

ARTICLE I. RECOGNITION

The Company recognizes Local 416 as the sole collective bargaining agent for employees in the following bargaining unit. All mechanical maintenance and facilities maintenance employees listed by classification in Exhibit "A", employed by the Company at the NASA Glenn Research Center, Brookpark, Ohio, excluding temporary employees, office clerical employees, guards and supervisors as defined in the Act.

ARTICLE II. UNION SECURITY

It is agreed and understood that all employees shall be members of the Union, as is more fully set forth below, in good standing, as a condition of employment. All new employees shall, after thirty-one (31) calendar days of employment, become and remain members of the Union, in good standing, as a condition of employment. The Union shall make membership available to new employees without discriminating in accordance with all applicable federal contracts. Failure of an employee to maintain membership in the Union in good standing shall be cause for discharge upon written request of said Union.

ARTICLE III. DUES CHECK-OFF

The Company shall deduct, as to each employees who shall so authorize it in writing, in a form required by law, while this Agreement is in effect and such written authorization is in force, the regular monthly dues of the Union. Deductions shall be remitted to the Union within ten (10) days of said deductions. Deductions shall be made from the first paycheck received each month. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason of, action taken or not

taken by the Company in complying with any provision of this Article, in reliance upon the written authorization forms which have been furnished to the Company. Initiation will be deducted after thirty-one (31) days at the rate of Twenty- Five Dollars (\$25.00) a week until paid in full.

ARTICLE IV. HOURS OF WORK

The normal workday schedule shall be eight (8) hours except as provided below. The normal workweek shall be forty (40) hours, and shall be worked during the period beginning with the start of the night shift on Sunday and concluding with the end of the afternoon shift on Sunday.

An employee's workday is the 24-hour period beginning with his or her regularly assigned starting time during the workweek. When a change is made in his or her regularly assigned starting time, his or her previous workday will end, provided the employee has not worked in the previous 24-hour period. Hours worked which fall within two overlapping work days may only be applied in one work day to establish overtime pay.

The daily and weekly work schedules and the number of hours per day per week to be worked may be changed from time to time by the Company to meet the varying conditions of business, provided the changes are announced as far in advance as practicable.

The COMPANY agrees to a six (6) minute grace period for purposes of docking only.

A. SHIFT

Shifts shall be identified in accordance with the following:

1. Day shifts include all those regularly scheduled to commence between 6:00 a.m. and 9:00 a.m., inclusive.
2. Afternoon shifts include all those regularly scheduled to commence between 2:30 p.m. and 5:00 p.m, inclusive.
3. Night shifts include all those regularly scheduled to commence between 10:30 p.m. and 1:00 a.m., inclusive.

ARTICLE V. OVERTIME, PREMIUM PAY AND SHIFT DIFFERENTIAL

The Company agrees to make overtime available on an equal basis among all employees within respective job classifications if practicable, but nothing in this clause shall be construed to make the Company schedule overtime. The Company agrees to notify employees of scheduled weekend overtime no later than the end of their shifts on Thursday. Employees will not be charged with refusal of overtime if notified after the end of the shift Thursday.

The Company and the Union agree to implement an up-to-date "Overtime Roster" to be managed and up-dated by the Company and the Head Steward to insure the distribution of equal overtime. This Roster will be implemented on a six (6) month feasibility program and if deemed successful will be continued for the life of the agreement. If this Roster is not successful, it will be discontinued with mutual consent between the Company and the Union.

- A. Bargaining Unit employees whose workweek is
Monday through Friday:

Premium pay at one and one-half (1 1/2) times the straight time rate shall be paid for all hours worked as follows:

1. Any hours worked in excess of eight (8) hours in one (1) normally scheduled working day.
2. Up to and including the first eight (8) hours worked on a Saturday or holiday, or sixth (6th) consecutive workday.

Double time will be paid for work as follows:

1. Any hours worked in excess of eight (8) hours on Saturday or sixth (6th) consecutive work day.
2. Any hours worked on a Sunday or seventh (7th) consecutive workday.

- B. **However**, those employees whose regular work week includes either Saturday or Sunday will receive premium pay at one and one-half (1 1/2) times the straight time rate for up to, and including, the

first eight (8) hours worked on a sixth (6th) consecutive work day or holiday and double time for any hours worked in excess of eight (8) hours on the sixth (6th) consecutive work day or any hours worked on the seventh (7th) consecutive work day.

Differential Pay: Seventy-Five Cents (\$0.75) per hour additional will be paid for hours worked on Second (2nd) shift and also to those employees who work on an off-shift schedule for that time that is other than their normal working hours; One Dollar (\$1.00) per hour additional will be paid for hours worked on Third (3rd) shift.

ARTICLE VI. HOLIDAYS

The following holidays, or day(s) observed as such, shall be paid holidays under this Agreement:

NEW YEAR'S DAY	VETERAN'S DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	COLUMBUS DAY
LABOR DAY	MARTIN LUTHER KING'S BIRTHDAY
EMPLOYEE'S BIRTHDAY	(<u>To be taken month of birthday</u>)

It is agreed that the phrase above "or day(s) observed as such," means the day(s) on which the Government substantially reduces the normal activities at NASA Lewis Research Center, the Center is in a "holiday or weekend mode" and the Government employees at NASA Lewis Research Center celebrate the holiday.

On days which are not enumerated in the first paragraph above, when because of special events or occasions, i.e., administrative holiday, inclement weather or other acts of God, or situation restricting operations for short durations, the Government substantially reduces the normal activities at NASA Lewis Research Center because of the special occasion or event, the following provisions apply:

Any employee required to work on a holiday will receive holiday pay plus one and one-half (1-1/2) times the regular hourly rate for the first eight (8) hours worked. The number of employees required will be restricted to the number essential to maintain services.

Those employees who actually worked the full working day before the holiday and the full scheduled day after the holiday will receive holiday pay of eight (8) hours at the employee's regular hourly rate.

ARTICLE VII. VACATIONS

Each full time employee shall be paid vacation on the following basis:

On the FIRST anniversary of full employment:	Eighty (80) Hours
On the THIRD anniversary of full time employment:	One Hundred Twenty (120) Hours
On the TENTH anniversary of full time employment:	One Hundred Sixty (160) Hours
On the TWENTY-FIFTH anniversary of full time employment:	Two Hundred (200) Hours

The Company may, as its discretion, permit vacation time to be taken by an employee at any time during a contract year with the understanding that any time so taken prior to being earned will be deducted from payable hours in final paycheck in event of termination. Advanced vacation time may be given upon request of the employee. While every effort will be made by the Company to accommodate employee vacation preference, vacation scheduling will be determined solely by the contract. All vacation anniversary dates are per Article XXXI.

ARTICLE VIII. INSURANCE COVERAGES

The minimum Insurance benefits are the benefits the Company is currently providing which is Medical Mutual of Ohio (Super Med Select) and will provide employees access to the same network of Physicians and Hospitals/Medical Facilities. Benefits and benefit levels are listed in

Appendix "1". There will be no change in carriers absent the mutual agreement of the Company and the Union.

The total premium payment by the COMPANY shall not exceed the following:

- A. One Hundred Percent (100%) of the employee.
- B. Seventy Percent (70%) of the difference between the employee and the family plan. The employee will pay the remaining thirty percent.
- C. One Hundred Percent (100%) of a Fifty Thousand Dollar (50,000.00) life insurance policy.

ARTICLE IX. HAZARDOUS WASTE ABATEMENT

Employees assigned to hazardous waste abatement will receive at least two (2) hours' pay for such assignment, with a premium of Two Dollar (\$2.00) per hour.

ARTICLE X. WORK BREAKS/CLEANUP TIME

The Company's existing policy regarding work breaks and cleanup time, as set forth in the Memorandum of February 14, 1994, will be maintained during the life of this Agreement.

ARTICLE XI. EMPLOYEE DISCIPLINE

The Company has established a set of work rules and provided a copy to the Union. Any changes in the Work Rules will be communicated to the UNION and subject to the grievance procedure as provided herein.

After twelve (12) consecutive months with no repetition of an offense any previously taken disciplinary action for that particular offense will not form the basis of disciplinary action for a repeat violation of the same offense.

ARTICLE XII. WORK BY SUPERVISORS AND MANAGERS

The Company will maintain in effect its policy that supervisory personnel are not to perform bargaining unit work except in an emergency; for purposes of training; to secure an unsafe condition; where bargaining unit employees are unavailable; or to provide assistance to

the journeymen in maintaining the efficient, productive performance of the government contract.

ARTICLE XIII. NO STRIKE AND/OR LOCKOUT

The employees shall not strike, cease work, or purposely slow down or absent themselves without good cause while this Agreement is in effect. The Company agrees not to lock out its employees while this Agreement is in effect. All disputes and disagreements shall be handled in a manner set forth in Article XVI and, if necessary, Article XVII entitled "Grievance Procedure" and "Arbitration."

ARTICLE XIV. UNION RIGHTS

The Company agrees that the Union may conduct Union business at the work site provided all visitor requirements of the Government are fulfilled and such business does not interfere with employee(s) scheduled work or operation of the contract with the Government.

ARTICLE XV. NEW EMPLOYEES

New employees shall serve a probationary period of ninety (90) calendar days before becoming permanent employees and covered by this Agreement. During each probationary period, the employees may be disciplined, suspended or discharged, and any such action shall not be subject to the Grievance Procedure or Arbitration as contained in Articles XVI and XVII of this Agreement. Upon completion of the probationary period, an employee shall accumulate seniority from the most recent date of hire.

It is further agreed that the Company shall have the right to employ part-time employees. A part-time employee is defined as an employee working less than twenty-four (24) hours per week. Part-time employees shall receive benefits on a prorated basis. Part-time employees shall not be used to displace full-time bargaining unit employees. All full-time employees will be exhausted before any overtime is offered to any part-time employee.

It is further agreed that the Union recognizes the right of the Company to establish fill-in, seasonal or temporary employees under the following conditions. Temporary, fill-in or seasonal employees shall not be eligible for insurance or vacation benefits until becoming a full-time employee, unless eligible under Federal Law. A fill-in or seasonal employee is defined

as either an employee hired to replace a permanent employee on a leave of absence, vacation or illness, or an employee hired to perform seasonal duties. Such employees shall not be utilized to displace full time employees.

When an employee becomes a full-time or regular part-time employee, such temporary employees shall be credited with seniority from their original date of hire.

Temporary, part-time, fill-in or seasonal employees shall be offered, by seniority, available full-time positions as openings occur, after such openings have been posted, provided the employee is qualified to fill the open position.

Temporary, fill-in or seasonal employees shall not be eligible for insurance or vacation benefits until becoming a permanent employee unless eligible under Federal Law.

ARTICLE XVI. GRIEVANCE PROCEDURE

Should a difference arise between the Company and the Union, or between the COMPANY and an employee, as to the meaning and application of this Agreement, the difference will be settled as is described below:

Step 1. The employee will present the grievance to, or discuss the matter verbally with his immediate supervisor and steward, and the supervisor will respond verbally to the employee within three (3) working days.

Step 2. If no agreement is reached, the grievance shall be reduced to writing and presented to the supervisor within six (6) working days. The supervisor will meet within the next six (6) working days with the employee and steward and will present a written disposition to the Union with forty-eight (48) hours of the meeting.

Step 3. If no agreement is reached, the grievance shall be referred by the Union to the Home Office of the Company within five (5) days, the Company will advise the Union, in writing, of its position regarding said grievance.

The time limits above may be extended by mutual agreement, in the event of employee discharge, Steps 1 thru 3 may be bypassed at the action of either the Company or the Union.

ARTICLE XVII. ARBITRATION

If the grievance is not settled under the provisions of Article XVI, then within ten (10) calendar days of third step disposition, the issue shall be submitted to arbitration. The parties hereto shall ask the American Arbitration Association to submit a list of five (5) recognized arbitrators within five (5) days of receipt of a request for arbitration. The Company shall strike two (2) names; the Union shall strike two (2) names; and the fifth arbitrator, not stricken, will settle the difference.

Before submission to the Arbitrator, the Company and the Union shall set forth specifically, in writing, the issue(s) to be submitted. The Arbitrator shall confine his decision to the said stipulation(s) of the issue or issues. The Arbitrator shall have no authority to add to, detract from, or alter in any way any provision of this Agreement.

The Arbitrator shall be instructed to act upon the issue(s) within one (1) month, unless such period is extended by mutual agreement.

Each party shall pay one-half (1/2) of the expenses of the Arbitrator.

ARTICLE XVIII. SUBORDINATION

All provisions of this Agreement are subordinated to the contract between the Government and the Company and NASA Glenn Research Center and, in case of a conflict, provisions of the Government contract take precedence. In the event of the termination of Company's contract with the Government, the Union will receive a copy of the termination notice as soon as possible.

The Union and employees will cooperate fully with the Company to maintain the highest standards of productivity and efficiency in following the objectives of the Company's contract with NASA.

ARTICLE XIX. SAVINGS CLAUSE

If any provision of this Agreement is struck down or ruled illegal by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.

ARTICLE XX. EQUAL EMPLOYMENT OPPORTUNITY

The Company and the Union herein recognize their respective responsibilities under federal law, regulations, directives and Executive Orders and Ohio law regarding nondiscrimination in employment and Union membership matters and agree jointly to promote and to assure equal employment and promotion opportunities for all qualified persons without regard to race, color, creed, national origin, age, sex or handicap, employed or seeking employment under the Government contract covered by this Agreement.

ARTICLE XXI. JURY DUTY

Each full time employee serving as a jury member will be compensated for time lost because of jury duty on the basis of the difference between regular straight time earnings and the amount received as jury fees. Compensation will be limited to eight (8) hours daily, forty (40) hours weekly.

ARTICLE XXII. MANAGEMENT RIGHTS

The management of the business, the control of the business, the control of the premises and the direction of the work forces are vested exclusively with the COMPANY. The right to manage includes, but shall not be limited to the right to hire, direct, transfer, classify, promote, demote, assign, test, evaluate, suspend, or discharge for just cause or otherwise discipline, and to lay-off employees for economic or other reasons; to determine the shifts, staffing patterns and number of hours to be worked by the employees; to determine the classification, size and organization of the work force; to assign duties to employees in accordance with the needs and requirements determined by the Company; to determine or change the methods and means by which its operations are to be carried on; to promulgate and enforce reasonable rules and regulation, and otherwise to generally carry out the ordinary and customary functions of management, including the right to subcontract work as long as no current member of the bargaining unit who is capable of performing the work and available is displaced. This provision is subject to such restrictions governing the exercise of these rights as are expressly specified in this Agreement. Provided that the Company's actions under this article are not based on

favoritism or discrimination, the Company's determination as to fitness, ability and quality of performance shall be conclusive.

ARTICLE XXIII. PENSION

Effective January 1, 2003 and thereafter, the Employer agrees to pay into The Teamsters Local 416's Pension Fund, located at 709 Brookpark Road, Cleveland, Ohio 44109 the agreed amount during the term of this Agreement, for all hours for which said employee received pay, but not to exceed a total of forty (40) hours per week, for each employee covered under the classifications of this Agreement who has been on the payroll ninety (90) days or more with retro payments back to the employee's hire date, but no contribution will be made before the January 1, 2003 Pension implementation date.

The agreed payment set forth by the Employer shall be used by the Pension Fund to provide retirement benefits for eligible employees in accordance with the pension plan of the Fund as determined by the Trustees of the Pension Fund. The Employer agrees to become a party to the Agreement and Declaration of Trust establishing said Teamsters Local 416 of Cleveland, Ohio Pension Fund; and to be bound by all of the terms and provisions thereof; and does hereby irrevocably designate as its representatives on the Board of Trustees such Trustees as are named therein as Employer Trustees pursuant the terms therein contained.

Contributions to the Pension Fund must be made for each month on each eligible employee. Company contributions to the Pension Fund will in no way be distributed as wages.

The Company will contribute to the Local 416 Pension Fund as follows:

The Company will contribute ninety cents (0.90) per hour each year, up to forty (40) hours per week, commencing January 1, 2003 for the life of this Agreement.

Steam Plant Employees:

All Steam Plant employees will receive from the Company their current Central States Pension contribution of twenty-seven dollars \$27.00 a week in a monthly check. This will begin on the Companies termination date with Central States and terminate on December 31, 2002.

ARTICLE XXIV. 401(k) SAVINGS PLAN

The Teamsters National 401(k) Savings Plan shall be implemented on a voluntary basis for those employees who choose to participate, and the Company will make the necessary payroll deductions and remittance.

ARTICLE XXV. WAGES

A. All employees on the active payroll will receive a lump sum NET BONUS of Five Hundred Dollars (\$500.00) to be payable the first full workweek after the NASA - IFORM or successor contract (2003) contract effective date.

B. All "Steam Plant" employees will receive a wage increase of one point five percent (1.5%) per hour from the retroactive date of July 1, 2002 to December 31, 2002. After December 31, 2002 they will fall under the same wage increase schedule as all other classifications.

C. All other employees will receive a wage increase of three percent (3%) per hour from January 1, 2003 to December 31, 2003.

D. All employees, including the Steam Plant employees, will receive a wage increase of three percent (3%) per hour on January 1, 2003, January 1, 2004 and January 1, 2005. All employees will receive a wage increase of three and one half percent (3 ½ %) per hour on January 1, 2006. All employees will receive a wage increase of four percent (4%) per hour on January 1, 2007. (See Exhibit "A").

ARTICLE XXVI. WORKING ASSIGNMENTS

There shall be no restriction on the Company's right to assign and to transfer any employees to any work station or location within the confines of the NASA Lewis Research Center or to any work that the employee is capable of performing; nor shall there be any restriction on the right of any employees to fill other jobs within the bargaining unit, provided that a vacancy exists and that the employee is immediately qualified to perform the work. This provision may not be used to displace an employee currently filling the job, and will not be exercised in an arbitrary or discriminatory manner. If a member of the bargaining unit is temporarily assigned duties covered by a different wage scale, he will be paid the higher wage.

ARTICLE XXVII. PAID PERSONAL TIME

Each employee will receive five (5) "Paid Personal Days" for each year of this Agreement. An employee can carry over up to eighty (80) hours of paid personal time up to two (2) years, but cannot be used in conjunction with vacation or holidays. Employees may use personal time on a call-in basis in one (1) hour increments. Employees may also use one (1) hour increments of a vacation day if one (1) day's notice is given.

A new employee will receive two (2) "Paid Personal Days" from his or her hire date to the Call Henry's / Government Contract anniversary date. These days may also be carried over as stated above.

ARTICLE XXVIII. LEAVES OF ABSENCE

A. Family and Medical Leave of Absence

The Company provides eligible employees with a leave of absence of up to twelve (12) workweeks during a 12-month period beginning with the date the employee first uses such leave.

This leave may be used for any of the following reasons:

1. because of the birth of the employee's son or daughter, and in order to care for such child ("family leave");
2. because of the placement of a son or daughter with the employee for adoption or foster care ("family leave");
3. in order to care for the employee's spouse, son, daughter or parent if such person has a serious health condition ("family leave");
4. because a serious health condition makes the employee unable to perform the functions of the employee's position ("medical leave"). (Upon on-going medical verification, the medical leave of an employee will be extended up to one (1) year from the date such leave commenced).

The leave is without pay except as described below.

Definitions:

"Son or daughter" means a biological, adopted or foster child, stepchild, legal ward or a child of a person standing in place of the parent, who is under 18 years of age or older and

incapable of self care because of a mental or physical disability.

"Parent" means the employee's biological parent or an individual who stood *in lieu of parents* to the employee when the employee was under 18 years of age.

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves: (a) in-patient care in a hospital, hospice or residential medical care facility, or (b) any period of incapacity requiring absence of more than three (3) calendar days that also involves continuing treatment by or under the supervision of a health care provider, or (c) continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period that incapacity of more than three (3) calendar days.

Eligibility:

To be eligible for a leave of absence under this policy, an employee must have been continuously employed by the Company for at least twelve (12) months and must have worked at least 1,250 hours for the Company during the twelve (12) month period immediately preceding the commencement of the leave. Entitlement to leave due to the birth or placement of the employee's son or daughter for adoption or foster care expires at the end of the 12-month period beginning on the date of the child's birth or placement. Employees are required to substitute all earned, unused vacation time and paid personal days for an equivalent part of any family leave. However, the substitution of any earned vacation, sick hours and/or personal days as part of any leave under this policy will not extend the employee's leave beyond the 12-week maximum entitlement.

Short-term disability insurance may be used during an employee's medical leave in the specific eligibility requirements for short-term disability insurance have been satisfied.

Intermittent or Reduced Schedule Leaves:

An eligible employee may take family leave on an intermittent or reduced schedule basis due to the birth or placement of a child only if both the Company and the employee agree.

An eligible employee may take medical leave or family leave on an intermittent or

reduced schedule basis when leave on such a basis is medically necessary. If an employee requests intermittent leave or leave on a reduced schedule basis in order to care for a family member or because of the employee's own serious benign condition and the leave is foreseeable based on planned medical treatment, the Company may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which (a) has equivalent pay and benefits, and (b) better accommodates recurring periods of leave.

Requirements for Qualification for Leave:

The Company must be notified by the employee of his or her requests to use any leave under this policy. If the employee is physically unable to make the request, a responsible person may do so on the employee's behalf.

The request for leave should be in writing; however, a verbal request may be acceptable under circumstances which do not allow for a written request.

If the need for leave in order to provide care for a family member or because of an employee's own serious health condition is foreseeable based on planned medical treatment, the employee must: (a) make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment so as not to disrupt unduly the COMPANY'S operations, and (b) give the Company at least thirty (30) days' notice of the employee's intention to take leave. If the date of treatment requires leave to begin in less than thirty (30) days, the employee must give as much notice as possible.

The Company will determine whether, based on the information received from the employee, a leave is justified within the framework of the Family and Medical Leave Act and this policy.

Any employee who fraudulently obtains leave will be terminated.

Any employee who performs work for compensation, other than for the Company as part of an intermittent or reduced schedule leave, during an approved leave under this policy will be terminated.

Certification of Serious Health Condition:

An employee requesting a medical leave or a family medical leave under this policy must provide certification by the relevant health care provider using the Certification of Physician from available from the Company.

The Company may require the opinion of a second health care provider designated by the Company. In the event that the second opinion differs from the original certification, the Company may require a third opinion which will be final and binding on the employee and the Company.

Benefits During Leave:

An employee taking leave under this policy will not lose any employment benefit or seniority earned prior to the commencement of the leave. While on leave, an employee will not accrue benefits including vacation, personal time, or seniority during any portion of the leave for which the employee is not using accrued paid time off.

An employee taking leave under this policy will continue to have coverage under the Company's group health plan the level and under the conditions the coverage would have been provided if the employee had been at work continuously for the duration of the leave. The employee is required to pay all premiums, if applicable, either through payroll deduction (if "Paid Time" is used) or personal payment to the Company.

If an employee's premiums are outstanding when the employee returns to work they will be deducted from the first month of paid time.

The Company will not pay for group health insurance coverage after the expiration of the employee's leave under this policy or after three (3) months of medical leave during a 12-month period. COBRA coverage will be offered to the affected employee at this time. If the employee is receiving payments under the short-term disability coverage, these payments will continue under the terms of the coverage.

The Company may recover the premiums that it paid for maintaining group health insurance coverage for the employee under the group health plan during the family or medical leave if: (a) the employee fails to return to work from leave after the approved leave expires; and

(b) the employee fails to return to work for a reason other than: (i) the continuation, reoccurrence, or onset of the employee's or the family member's serious health condition for which the employee obtained the leave, or (ii) other circumstances beyond the control of the employee.

Post-Leave Return to Work:

With the exception of certain highly-compensated salaried employees, an employee returning from a family leave or family medical leave of 12 week's duration or less (or up to one (1) year in the case of an employee's medical leave) will be placed in the employee's pre-leave position or in an equivalent position with equivalent benefits and pay, unless the employee would not have been employed at the time reinstatement is requested. An employee's failure to return to work at the end of his or her approved leave will be considered a voluntary quit.

An employee returning to work following a medical leave because of his or her own serious health condition will be required to provide certification from his or her health care provider that the employee is able to perform the essential functions of his or her position.

B. Disability Leave

The Company provides a disability leave of absence without pay for employees who are not eligible for medical leave under the Family and Medical Leave Act and are temporarily unable to work because of an injury or illness, including pregnancy-related conditions. The Employer will retain an insurance policy that will pay a minimum of Two Hundred Dollars (200.00) a week not to exceed twenty-six (26) weeks for the life of this Agreement. A written request for leave must be submitted in advance when possible.

Employees are required to substitute all earned vacation time, paid sick days and short-term disability benefits, where applicable, for an equivalent part of any disability leave. However, the substitution of any earned vacation, sick hours or personal days as part of a disability leave will not extend the employee's leave beyond the twenty-six (26) week maximum entitlement.

During a disability leave, an employee will not earn any additional employment benefits such as vacation or sick hours. The employee's coverage under the Company's group health plan will continue during his or her disability leave.

An employee's failure to return to work at the end of his or her approved disability leave will be considered a voluntary quit.

If an employee takes any disability leave under this policy and then becomes eligible for leave under the Family and Medical Leave Policy, the employee's leave entitlement under the Family and Medical Leave Policy will be reduced by all leave taken under this policy for a 12-month period beginning with the date the employee first used disability leave under this policy.

C. Personal Leaves of Absence

Unpaid personal leaves of absence of up to one (1) month may be granted for compelling personal reasons such as a death in the immediate family, etc. In no instance will personal leave be granted for the purpose of accepting employment with another company. Personal leaves shall not be used to extend vacations or holidays.

D. Union Leaves

Employees elected as officers, executive board members, or delegates to conferences and conventions of the Union shall be granted a leave of absence without pay to attend such meetings for a period of time limited to one (1) week or less, provided they make prior written application to the Company. Such leaves will be limited to two (2) employees per year. Employees elected or appointed an officer or executive board member of the Union may be granted reasonable time off from work without pay, with the approval of the Project Manager, to attend specifically called Union meetings, provided they make prior written application to the Company. Such absences from work shall be granted, provided they do not unreasonably interfere with production.

F. Bereavement Leaves of Absence

The Company will pay three (3) days' bereavement pay (four (4) days if travel is in

excess of 200 miles) in the event of the death of a full time employee's spouse, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son, daughter, sister, brother, or legal guardian, provided the employee attends the funeral of the deceased. Such funeral leave shall be limited to straight-time pay. Additional time may be requested and such additional time will be charged to vacation if compensation is requested.

F. Military Leaves of Absence

The Company shall comply with the requirements of the Universal Military Training and Service Act, as amended from time to time, in the reinstatement of employees who have entered the U.S. Armed Services, and with all other applicable statutes covering the job rights of employees who are in the National Guard or the Reserves.

G. Injury on the Job

Any employee (full time or temporary) who is injured on the job during the first eight (8) hours of his/her scheduled shift, and is sent home because of such injuries, shall receive his/her regular shift rate of pay for the time actually worked, and for the balance of the first eight (8) hours of his/her scheduled shift.

ARTICLE XXVIX. TOOLS, SHOES AND CLOTHING ALLOWANCE

An allowance of One Hundred Dollars (\$100.00) per employee per year will be paid for tool replacement, work shoes or work clothing upon presentation of a receipt. This allowance will be increased by five percent (5%) a year for each year of this Agreement.

ARTICLE XXX. BEEPER ALLOWANCE

A beeper allowance in the amount of four (4) hours' straight time pay per person per week will be paid to each employee required to carry a beeper.

ARTICLE XXXI. CALL IN TIME

Any time an employee is called into work when he is not scheduled to work, he will receive a minimum of two (2) hours' pay at the prevailing rate governed by Exhibit A.

ARTICLE XXXII. SENIORITY

Seniority with the Company will be determined by each employee's original hire date and continuous employment with the Service Contractor or any predecessor Contractor under which substantially the same contractual services were/are being provided for the Government Contract at the NASA Glenn Research Center. If an employee terminates his/her employment from the Company for any reason, they will have a maximum of ninety (90) days to be reinstated on the contract retaining their previous seniority privileges. After the ninety day break in service, they will be considered a "New Employee" relinquishing all previous seniority rights.

Seniority within a classification will also be recognized, but only with the respect to vacation eligibility, promotions, transfers and work assignments within the work group.

Layoffs and recalls will be based on Company seniority provided that employees who are retained or recalled must be immediately qualified and competent to perform all aspects of the work in the particular classification. Employees scheduled for layoff may displace employees with less Company seniority, in any classification covered by this Agreement, provided that the employee exercising seniority rights is immediately qualified to perform the work in question.

In all cases of work assignments, promotions and transfers, but not layoffs and recalls, the Company shall have the right to select the employee who, in the Company's best judgment, is better qualified to perform the work, with seniority being recognized only in those cases in which the Company determines that qualifications are equal. All decisions regarding the qualifications and competence of employees under this Article will be made by the Company, and such decisions will be deemed conclusive in the absence of evidence of arbitrariness, discrimination or abuse of discretion.

The Company shall post all vacancies for five (5) days. Any employee wishing to be selected shall fill out a bid request through the Personnel Office. The employee with the best qualifications shall be awarded the job within ten (10) days after the posting period. If the qualifications are relatively equal, then seniority shall prevail.

The Company reserves the right to maintain and uphold the percentages of the work

force as suggested by the Department of Labor for affirmative action.

Ties in seniority will be broken by giving preference to the lower number comprised by the last four (4) digits of the employees Social Security numbers.

ARTICLE XXXIII. STEWARDS

The Company will recognize up to a maximum of three (3) Stewards, including a Chief Steward, based on the size of this bargaining unit. In the event the bargaining unit is reduced to fewer than Sixty (60) employees, the number of recognized Stewards shall be reduced to Two (2) including the Chief Steward. In the event the bargaining unit is reduced to fewer than Twenty (20) employees the number of recognized stewards shall be reduced to One (1), the Chief Steward.

All Stewards, by virtue of their involvement in the administration of this Agreement, shall be the last employees to be laid off in the event of a reduction in force or elimination of positions; provided that such Stewards are fully qualified to fill the remaining positions. The Chief Steward will be the last employee to be laid off.

A new Steward will be elected or appointed by the President of the Union if a vacancy occurs. A new Chief Steward will be appointed by the President of the Union if a vacancy occurs.

ARTICLE XXXIV. BULLETIN BOARDS

The Company will seek the permission of NASA Lewis Research Center for the use of existing bulletin boards in facility locations to be identified by the UNION. The posting of items shall be the responsibility of the Chief Steward. Under no circumstances will items be posted on said bulletin boards without the prior permission of the COMPANY'S Project Manager, except that permission will not be unreasonably withheld.

ARTICLE XXXV. EDUCATION

Full tuition reimbursement for **Approved** outside accredited related training.

ARTICLE XXXVI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding in all respects on any successor employer or assignee in full compliance with federal labor statutes. No successor employer or assignee shall make any unilateral changes in terms and conditions of employment of any employee in the existing bargaining unit. The successor employer shall not alter the hours of work, starting or quitting times, or number of positions in the existing units, health and welfare benefits, or pension benefits without the express written consent of the Union.

Should any employer or firm replace Call Henry Inc. during the life of this Agreement, having notice of the existence and content of this Agreement, said employer or firm shall be obligated to assume this Agreement in its entirety for its full term, and comply with the seniority rights of all bargaining unit employees of Teamsters Union Local 416.

ARTICLE XXXVII. TERM OF AGREEMENT

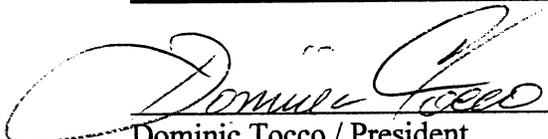
This Agreement shall continue in full force and effect from January 1, 2003 through December 31, 2007, and shall be automatically renewed from year to year thereafter, unless Sixty (60) days prior to December 31, 2007 or December 31 of any subsequent contract year, either the COMPANY or the UNION gives to the other written notice of the desire to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which such notice is given.

The Steam Plant employee's Agreement will be in full force and effect from July 1, 2002 through December 31, 2003 and will at that time fall under Article XXXVII TERMS OF AGREEMENT.

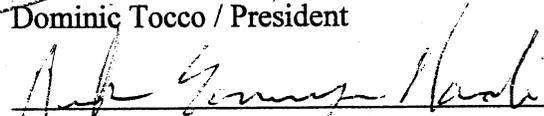
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed on the day and year first above written.

DATE: 8/20/02

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL NO. 416**



Dominic Tocco / President



Nick "Sonny" Nardi / Sec. Treas.

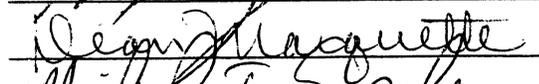
CALL HENRY INC.

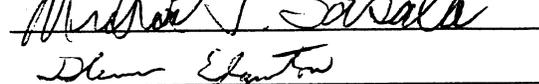


Barry Flowe / Project Manager

Stewards:









Attachment A

Article XXV Wages

	1.5%	3%	3%	3%	3.5%	4%
	07/01/02	01/01/03	01/01/04	01/01/05	01/01/06	01/01/07
Stationary Engineers	20.29	20.90	21.53	22.17	22.95	23.87
Stationary Engineer/Mechanical/Control	21.31	21.95	22.61	23.29	24.10	25.07
Steam Plant Maintenance	20.80	21.42	22.07	22.73	23.52	24.47
Steam Plant Helper	17.81	18.34	18.89	19.46	20.14	20.95
Electrician	N/A	20.38	20.99	21.62	22.38	23.27
Electronics Technician	N/A	20.38	20.99	21.62	22.38	23.27
HVAC Mechanic	N/A	20.38	20.99	21.62	22.38	23.27
Welder	N/A	20.38	20.99	21.62	22.38	23.27
Plumber	N/A	20.38	20.99	21.62	22.38	23.27
Carpenter	N/A	20.38	20.99	21.62	22.38	23.27
Painter	N/A	20.38	20.99	21.62	22.38	23.27
Pipefitter	N/A	20.38	20.99	21.62	22.38	23.27
Millwright	N/A	20.38	20.99	21.62	22.38	23.27
Mason	N/A	20.38	20.99	21.62	22.38	23.27
Sheet Metal Worker	N/A	20.38	20.99	21.62	22.38	23.27
Maintenance Trades Helper	N/A	16.47	16.96	17.47	18.08	18.81
Grounds Maintenance Laborer	N/A	17.20	17.72	18.25	18.89	19.64
Heavy Equipment Operator/Mechanic	N/A	20.27	20.88	21.50	22.26	23.15
Grounds Maintenance Lead	\$1.00 per hour above rate of the Grounds Maintenance Laborer					

COINSURANCE AND COPAYMENTS - CONTRACTING PROVIDERS			
TYPE OF SERVICE	LEVEL 1	LEVEL 2	LEVEL 3
	YOU PAY THE FOLLOWING		
Allergy Tests and Treatment	Nothing, Covered in Full	20% of Lesser Amount	Not Covered
Ambulance Services	\$25 Copayment	\$25 Copayment, then 20% of Lesser Amount	\$25 Copayment, then 30% of Lesser Amount
Annual Physical Exam	\$10 Copayment/visit	\$15 Copayment/visit, then 20% of Lesser Amount	Not Covered
Emergency Room - Emergency Services	Nothing, Covered in Full	Nothing, Covered in Full	Nothing, Covered in Full
Emergency Room - Non Emergency Services	Nothing, Covered in Full	\$50 Copayment/visit, then 20% of Lesser Amount	\$50 Copayment/visit, then 30% of Lesser Amount
Home Health Care Services	Nothing, Covered in Full	20% of Lesser Amount	Not Covered
Hospice Services	Nothing, Covered in Full	20% of Lesser Amount	Not Covered
Immunizations	Nothing, Covered in Full	20% of Lesser Amount	Not Covered
Inpatient Mental Health Care, Drug Abuse and Alcoholism Services	Nothing, Covered in Full	20% of Lesser Amount	Not Covered
Maternity and Gynecological Services	Nothing, Covered in Full	Nothing, Covered in Full	30% of Lesser Amount
Office Visits	\$10 Copayment/visit	\$15 Copayment/visit, then 20% of Lesser Amount	\$15 Copayment/visit, then 30% of Lesser Amount
Outpatient Laboratory Services	Nothing, Covered in Full	Nothing, Covered in Full	Nothing, Covered in Full
Outpatient Mental Health Care, Drug Abuse and Alcoholism Services	\$10 Copayment/visit	\$15 Copayment/visit, then 20% of Lesser Amount	\$15 Copayment/visit, then 50% of Lesser Amount
Skilled Nursing Facility Services	Nothing, Covered in Full	20% of Lesser Amount	30% of Lesser Amount
Well Child Care Services	\$10 Copayment/visit	\$15 Copayment/visit, then 20% of Lesser Amount	Not Covered
All Other Covered Services	Nothing, Covered in Full	20% of Lesser Amount	30% of Lesser Amount

COINSURANCE AND COPAYMENTS - NON-CONTRACTING PROVIDERS			
TYPE OF SERVICE	LEVEL 1	LEVEL 2	LEVEL 3
	YOU PAY THE FOLLOWING		
Ambulance Services	\$25 Copayment	\$25 Copayment, then 20% of Covered Charges	\$25 Copayment, then 30% of Covered Charges
Emergency Room - Emergency Services	Nothing, Covered in Full	Nothing, Covered in Full	Nothing, Covered in Full
Emergency Room - Non Emergency Services	Nothing, Covered in Full	\$50 Copayment/visit, then 20% of Covered Charges	\$50 Copayment/visit, then 30% of Covered Charges
Home Health Care Services	Nothing, Covered in Full	20% of Covered Charges	Not Covered
Hospice Services	Nothing, Covered in Full	20% of Covered Charges	Not Covered
Inpatient Mental Health Care, Drug Abuse and Alcoholism Services	Nothing, Covered in Full	20% of Covered Charges	Not Covered
Maternity and Gynecological Services	Nothing, Covered in Full	Nothing, Covered in Full	30% of Covered Charges
Outpatient Laboratory Services	Nothing, Covered in Full	Nothing, Covered in Full	Nothing, Covered in Full
Outpatient Mental Health Care, Drug Abuse and Alcoholism Services	\$10 Copayment/visit	\$15 Copayment/visit, then 20% of Covered Charge	\$15 Copayment/visit, then 50% of Covered Charges
Skilled Nursing Facility Services	Nothing, Covered in Full	20% of Covered Charges	30% of Covered Charges
All Other Covered Services	Nothing, Covered in Full	20% of Covered Charges	30% of Covered Charges

