COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JDD, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1

TERM OF AGREEMENT:

MAY 1, 2012 – APRIL 30, 2015

JDD, INC.

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2012, by and between JDD, INC., Cleveland, Ohio, hereinafter called the "COMPANY", and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, hereinafter referred to as "LOCAL 1".

ARTICLE I. RECOGNITION

The COMPANY recognizes LOCAL 1 as the sole collective bargaining agent for employees in the following bargaining unit. All site custodial maintenance employed by the COMPANY at the NASA Glenn Research Center, Cleveland, Ohio, excluding temporary employees, office clerical employees, guards and supervisors as defined in the Act.

ARTICLE II. REPRESENTATION

The term "Employees" when used in this Agreement means all the employees of the COMPANY performing site custodial maintenance at NASA Glenn Research Center, Cleveland, Ohio, excluding office clerical employees, and supervisory personnel. For purposes of grievance representation and Union membership, LOCAL 1 will represent employees in all custodial maintenance classifications: custodians, window cleaners, wall/furniture washers, utility workers and clean room technicians.

ARTICLE III. UNION SECURITY

It is a condition of employment that all present employees in the bargaining unit defined in Article I who are or become members of the Union shall remain members in good standing or tender to the Union the initiation fees and periodic dues that are the obligation of members. All employees who are hired into the bargaining unit on the thirty-first (31st) day following the beginning of their employment, shall become and remain members in good standing or tender to the Union the initiation fees and periodic dues that are the obligations of members of the Union as a condition of employment. LOCAL 1 shall make membership available to new employees without discrimination with all applicable Federal contracts.

ARTICLE IV. DUES CHECK-OFF

The COMPANY shall deduct, as to each employee 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 LOCAL 1. Deductions shall be remitted to LOCAL 1 within ten (10) working days of said deductions. LOCAL 1 agrees to indemnify and save the COMPANY harmless against any and all claims, demands, suits or other forms 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 fees will be deducted after

thirty-one (31) days as set forth by the Union. The Employer agrees to deduct LOCAL 1 COPE-PAC contributions in whatever sum is authorized by the Union from the pay of employees upon receipt of a voluntary written authorization executed for that purpose only so long as such deductions and contributions are in compliance with all substantive and procedural law in effect at that time.

ARTICLE V. HOURS OF WORK

The normal work day for the full-time custodial employee consists of seven and one-half hours to a maximum of eight hours. A half hour lunch period is included approximately halfway through the shift.

A. The COMPANY provides custodial maintenance five (5) days a week from Monday through Friday. The COMPANY shall have the right to establish starting and ending times for all shifts. All shifts are subject to the enumerated holidays as that term is defined in ARTICLE VII. All shifts include a half hour lunch period approximately halfway through each shift.

   A premium of $.25 per hour will be paid for all hours worked on any other 2nd and 3rd shift established during the life of this contract.

   A premium of $.25 per hour will be paid on any weekend shift that may be added during the life of this contract.

   No premium will be paid for time that overlaps another shift.

B. Shift/Weekend Premiums

   The shift or weekend premiums set forth above will be added to the employee's hourly straight-time or overtime pay and there will be no pyramiding of overtime.

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

ARTICLE VI. OVERTIME AND PREMIUM PAY

The COMPANY agrees to make overtime available on an equal basis among all employees within respective job classifications, but nothing in this clause shall be construed to make the COMPANY schedule overtime. The COMPANY agrees to notify employees of scheduled weekend overtime, when possible, no later than the end of their shifts on Thursday.

Custodial maintenance employees whose work week is Monday through Friday:

Overtime at one and one-half (1-1/2) times the straight-time rate will be paid for all hours worked over 7-1/2 hours per day for the Utility classification.

For all other classifications, overtime will be paid after forty hours (40) in the work week. In selecting employees to be provided the opportunity to work 40 hours, the Company will schedule the most senior employee who is qualified to do the available work and who regularly works in the building and on the shift where the work is available.

A differential of $.75 per hour will be paid to those employees who work on an off-shift schedule for that time that is other than their normal working hours.

ARTICLE VII. HOLIDAYS

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

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Martin Luther King's Birthday

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 Glenn Research Center, the Center is in a "holiday or weekend mode" and the Government employees at NASA Glenn 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 during which the Government substantially reduces the normal activities at NASA Glenn Research Center because of the special occasion or events, the number of employees required to work will be restricted to the number essential to maintain services. These employees will be paid one and one-half (1-1/2) times the straight time rate.

Unless vacation time has been scheduled and approved by the COMPANY, the employee must work the day before and the day after the holiday in order to be paid for the holiday.

ARTICLE VIII. VACATION

A. Each full-time employee shall be eligible for paid vacation on the following basis:

On the FIRST anniversary of full-time 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

Payment shall be based on regularly scheduled hours of work. Example: regularly scheduled to work 32 hours per week and is entitled to 2 weeks pay will receive 64 hours of vacation pay.

B. While every effort will be made by the COMPANY to accommodate employee vacation preference, vacation scheduling will be determined solely by the COMPANY in accordance with the operational requirements of the Government contract. All vacation anniversary dates are per Article XXV.

C. Employees may take vacation and/or sick time in one-half (½) day increments, on a call-in basis.

D. Employees who leave employment during the year will receive earned but unused vacation pay, but will not receive pay for accruing vacation entitlement during the year of separation.

Any employee who spends 80% of his/her time in a higher paid classification will receive vacation pay based upon his/her average earnings in the preceding 12 month period.

ARTICLE IX. INSURANCE COVERAGES

The COMPANY will provide a comprehensive health and welfare benefit program for all full-time employees, including hospitalization, medical, surgical and prescription benefits.

The COMPANY shall pay the following amounts per eligible employee per month for medical coverage for each employee in the bargaining unit. All monies shall be used to pay for single coverage only:

Effective 5/1/2012 $625.00 per month for the duration of this Agreement

All reimbursements for health care above that which is necessary to pay for an employee's actual policy will be allocated equitably toward the premiums of those employees whose policy costs exceed the maximum employer contribution required by this section before the COMPANY determines the employees' share of the health care premiums.

Alternative carriers or changes in benefit levels may be considered during the life of this Agreement, but no more often than once each year. However, the total premium payment set forth above shall not be increased as a result of any change in benefit levels or carriers; and if an alternative program is adopted which carries a monthly lower cost than the aforesaid total premium payment, the COMPANY shall be obligated to pay only the lesser amount.

Accident, dismemberment and disability insurance will be made available by the COMPANY. A memo will be circulated explaining benefits and additional cost.

ARTICLE X. 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 XIII and, if necessary, Article XIV entitled "Grievance Procedure" and "Arbitration".

ARTICLE XI. UNION RIGHTS

The COMPANY agrees that LOCAL 1 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 XII. 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 Article XIII and XIV 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 not be utilized to displace full time, bargaining unit positions.

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. 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.

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, part-time, fill-in or seasonal employees shall not be eligible for insurance or vacation benefits until becoming a full-time employee.

ARTICLE XIII. GRIEVANCE PROCEDURE

Should a difference arise between the COMPANY and LOCAL 1 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. Grievances involving members of LOCAL 1 will be processed by LOCAL 1 stewards and, if necessary, LOCAL 1 business representatives.

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 LOCAL 1, within forty-eight (48) hours of this meeting.

STEP 3. If no agreement is reached, the grievance shall be referred by LOCAL 1 to the Home Office of the COMPANY within six (6) working days of second step disposition. Within five (5) days, the COMPANY will advise LOCAL 1, 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 through 3 may be bypassed at the option of either the COMPANY or LOCAL 1.

ARTICLE XIV. ARBITRATION

If the grievance is not settled under the provisions of Article XIII, then within ten (10) calendar days of third step disposition, the issue shall be submitted to arbitration. (With respect to grievances involving LOCAL 1, they shall be submitted to arbitration within ten (10) calendar days after the next regularly scheduled Executive Board meeting of that Local.) 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; LOCAL 1 shall strike two (2) names; and the fifth arbitrator, not stricken, will settle the difference.

Before submission to the Arbitrator, the COMPANY and LOCAL 1 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.

A decision reached by the Arbitrator shall be final and binding on all parties involved in this Agreement.

Each party shall pay one-half (½) of the expenses of the Arbitrator.

ARTICLE XV. SUBORDINATION

All provisions of this Agreement are subordinated to the contract between the Government and the COMPANY at NASA Glenn Research Center, and, in case of conflict, provisions of the Government contract takes precedence. In the event of the termination of the Company's contract with the Government, LOCAL 1 will receive a copy of the termination notice as soon as possible.

ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY

The COMPANY and LOCAL 1 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 XVII. JURY DUTY

Each full-time employee serving as 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 the hours the employee was scheduled to work on the day(s) he/she serves as a jury member up to a maximum of 8 hours per day and 40 hours per week.

ARTICLE XVIII. MANAGEMENT RIGHTS

The management 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 layoff employees for economic or other reasons; to determine the shifts, staffing patterns and number of hours to be worked by 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 regulations, and otherwise generally to 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 is displaced.

ARTICLE XIX. WAGES

A. Hourly wages for custodial employees are as follows:

	12/1/12	12/1/13	12/1/14
JANITOR	15.15	15.30	15.53
WALL/FURNITURE WASHER	16.19	16.19	16.19
WINDOW CLEANER	19.22	19.22	19.22
UTILITY WORKER	18.22	18.22	18.22
CREW LEADER (CUSTODIAL)	16.05	16.05	16.05
CLEAN ROOM TECHNICIANS	16.21	16.37	16.62

B. The wage increases in this current Agreement are contingent upon NASA reimbursing JDD for the monetary value off the wage increases. JDD will pay the annual increases effective at the time it receives reimbursement, and if reimbursement is retroactive to an earlier date, JDD will issue retroactive pay.

C. Employees will be paid the rate of pay for work performed in each classification. In the event an employee works in different classifications during the same work week, the employee will be paid the applicable rate for each hour.

ARTICLE XX. 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 Glenn 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 a 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 XXI. PERSONAL LEAVE/SICK LEAVE

Each employee will receive three (3) personal days a year, after the first year of employment, with pay, to be used within the contract year. Each employee will receive two (2) sick days per year. Up to forty-eight (48) hours of paid sick leave can be carried over from one year to the next but cannot be used in conjunction with vacations or holidays.

ARTICLE XXII. LEAVES OF ABSENCE

A. UNION LEAVES

Employees elected as officers, executive board members, or delegates to conferences and conventions of LOCAL 1 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 one (1) employee per year. Employees elected or appointed an officer or executive board member of LOCAL 1 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.

B. BEREAVEMENT LEAVES

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, child, 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 but, if approved, will be without pay unless earned vacation time is available.

C. MILITARY LEAVES

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 Reserves.

D. FAMILY LEAVES

The COMPANY shall comply with the requirement of the Family Medical Leave Act at such time as it becomes applicable.

E. INJURY ON THE JOB

Any employee (full time or temporary) who is injured on the job during the 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 his/her scheduled shift

F. MEDICAL LEAVES OF ABSENCE

Full-time employees shall be granted a sick leave of absence for up to a period of six (6) months, subject to medical verification at the request of the COMPANY. An employee on sick leave of absence shall retain but not accumulate seniority while on a leave of absence. Such leave will be without pay or benefits, excluding sick and accident payments, to which they may be entitled. A regular full-time employee shall retain full vacation rights while on a sick leave of absence.

G. PERSONAL LEAVE 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 leaves be granted for the purpose of accepting employment with another company. Personal leaves shall not be used to extend vacations or holidays.

ARTICLE XXIII. CALL-IN TIME

Any time an employee is called in to work when he/she is not scheduled to work, he/she will receive a minimum of two (2) hours pay at the prevailing rate governed by Article V.

ARTICLE XXIV. BEEPER ALLOWANCE

A beeper allowance in the amount of three (3) hours straight time pay per person per week will be paid to each employee required to carry a beeper while on call off-site.

ARTICLE XXV. SENIORITY

Seniority with the COMPANY will be determined by each employee's original starting date with any service contractor at NASA Glenn Center in any of the work groups covered by this Agreement. That is, seniority of site maintenance employees acquired with previous employers will be recognized as COMPANY seniority under this Agreement.

Seniority within a work group will also be recognized, but only with respect to vacation eligibility, promotions, transfers and work assignments within the work group. For purposes of this paragraph, one work group will consist of the custodial maintenance classifications (janitors, wall/furniture washers, and window cleaners); the other work group will consist of all other classifications. Work group seniority begins on the date an employee hires into, or

permanently transfers into, one of the two work groups.

Any employee who transfers into another work group on any basis other than a temporary assignment or temporary transfer will be required to satisfy the Union membership obligations of the LOCAL servicing the work group he is entering, pursuant to Article III above.

Layoffs and recalls within a work group 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 within their work group 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 of two eligible individuals 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 three (3) days. Any employee wishing to be selected shall fill out a bid request through the COMPANY office. The employee with the best qualifications, as determined by the COMPANY, 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 employee's social security numbers.

The Company will layoff in the following order:

a) Temporary employees
b) Probationary employees
c) Part-Time employees
d) Full-Time employees

ARTICLE XXVI. BULLETIN BOARDS

The COMPANY will seek the permission of NASA Glenn Research Center for the use of existing bulletin boards in facility locations to be identified by LOCAL 1. The posting of

MEMORANDUM OF UNDERSTANDING

During the negotiations which led to the 2007-2011 Collective Bargaining Agreement, the parties agreed to the following special conditions:

1. Employees on the payroll as of July 1, 2005 shall be entitled to a fifth week of vacation on the 25th anniversary of their full-time employment.

2. Employees occupying the position of CLEAN ROOM TECHNICIAN on July 1, 2005 shall be entitled to the following wage rates:

12/1/2012	12/1/2013	12/1/2014
18.40	18.59	18.87

JDD, Inc

James Vaughn, President

7/18/12
Date

Service Employees International Union, Local 1

Tom Balanoff, President

July 20, 2012
Date