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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 99-99A, AFL-CIO

AND

NTVI FED, LLC and Roy Jorgenson Associates

FOR

OPERATION and MAINTENANCE SERVICES

AT

GSA CENTRAL HEADQUARTERS WASHINGTON D.C.

OCTOBER 1, 2015 – SEPTEMBER 30, 2019

TABLE OF CONTENTS

ARTICLE I UNION REPRESENTATION AND MEMBERSHIP 1
Section 1.1. Union Representation 1
Section 1.2. Jurisdiction 1
Section 1.3. Membership 1
Section 1.4. Probationary Period 1
Section 1.5. Good Standing 2
Section 1.6. Jurisdiction & Duties 2
Section 1.7. Job Classifications/Duties 3
Section 1.8. Union Access 5
Section 1.9. Qualifications of Employees 5
Section 1.10. Substance Abuse 5
Section 1.11. Management Rights 6
Section 1.12. Shop Stewards 6

ARTICLE II WAGES, HOURS AND OVERTIME 6
Section 2.1. Wage Schedule 6
Section 2.2. Workweek and Overtime 6
Section 2.3. Call Back 7
Section 2.4. Days Off 7
Section 2.5. Work Schedule Posting 7
Section 2.6. No Reduction 7
Section 2.7. Working Out of Classification 7
Section 2.8. Site Closure by the Government 7
Section 2.9. Trade License Wage Benefit 8
Section 2.10. Parking 8
Section 2.11. On-Call Pay 8

ARTICLE III VACATIONS, HOLIDAYS, SICK & PERSONAL LEAVE 8
Section 3.1. Vacation Eligibility 8
Section 3.2. Vacation Accrual 8
Section 3.3. Unused Vacation 9
Section 3.4. Vacation and an Incumbent Contractor 9
Section 3.5. Pay Periods 9
Section 3.6. Holidays 9
Section 3.7. Sick Leave 10
Section 3.8. Sick Leave Accrual 10
Section 3.9. Proof of Illness 11
Section 3.10. Doctors/Dental Visits 11
Section 3.11. Personal Day 11

ARTICLE IV MISCELLANEOUS 11
Section 4.1. Orders and Instructions 11
Section 4.2. No Conflict 11

Section 4.3. Exclusion....11
Section 4.4. JAC Contributions....12
Section 4.5. Funeral Leave....12
Section 4.6. Union Dues....12
Section 4.7. Jury Duty....12
Section 4.8. Military Leave....12
Section 4.9. Tools....12
Section 4.10. Uniforms....12
Section 4.11. Shoe Allowance....13
Section 4.12. Entire Agreement....13
Section 4.13. Assignability and Assumption of Agreement by Successors....13
Section 4.14. Separability....13
Section 4.15. Compliance with Federal and State Law....13
Section 4.16. Strikes and Lockout Prohibited....13
Section 4.17. Outside Employment....14
Section 4.18. Educational Training Benefit....14

ARTICLE V HEALTH and WELFARE & PENSION BENEFITS....14
Section 5.1. Health & Welfare....14
Section 5.2. Pension Benefits....15

ARTICLE VI GRIEVANCE AND ARBITRATION....16
Section 6.1. Grievances....16
Section 6.2. Processing of Grievances....16
Section 6.3. Arbitration....16
Section 6.4. Employee Discharge....17
Section 6.5. Disciplinary Warnings....17

ARTICLE VII SENIORITY, LAYOFF AND RECALL....17
Section 7.1. Seniority....18
Section 7.2. Seniority List....18

ARTICLE VIII NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING
Section 8.1. Notification of New Hires....18
Section 8.2. New Hires....19

ARTICLE IX TERM OF AGREEMENT....20

EXHIBIT "A" WAGES....21

AGREEMENT

This Agreement is by and between Local 99-99A, International Union of Operating Engineers affiliated with the Metropolitan Council, AFL-CIO, the Maryland State and District of Columbia AFL-CIO and the Virginia State AFL-CIO, party of the first part (herein referred to as the Union) and NTVI FED, LLC and Roy Jorgenson Associates, two unique and distinct organizations, hereinafter referred to as "the Employer", covering all bargaining unit employees, located at the,

GSA Central Headquarters
18th & F Street, NW
Washington DC. 20001

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees as identified in "Exhibit A" of this Agreement.

Section 1.2. Jurisdiction: All employees in positions under the job classifications as set forth in Exhibit "A" attached hereto and further described in section 1.6 of this Agreement.

Section 1.3. Membership: In accordance with the Labor-Management Relations Act of 1947 as amended, the Employer and the Union have entered into a union security agreement requiring employees to pay uniform, periodic union dues and initiation fees. All employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement and as hereinafter set forth, or within thirty (30) days after their employment, pay periodic union dues and initiation fees if applicable. This paragraph shall not be deemed effective or applicable to the Commonwealth of Virginia nor any other jurisdiction where its application would be contrary to law.

Section 1.4. Probationary Period: The first ninety (90) calendar days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.5. Good Standing: Subject to the provisions of the Act, the Employer shall, on, but not before, the tenth (10th) working day from receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act as required by the Article I, Section 1.3.

Section 1.6. Jursiductions & Duties: The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

- All boilers, their accessories & appurtenances
- All fired and unfired pressure vessels and vacuum systems.
- All refrigeration and air conditioning machinery and their associated equipment, including maintenance and repair of cold storage spaces.
- All plumbing and piping including water, gas, heating, steam, sanitation, and fire sprinkler systems.
- All electrical equipment, circuits and switchgear, conduit, wiring, cabling, devices, lamping, appliances, and fixtures including power, lighting, fire alarm, security, and public address systems.
- All machinery and equipment used in the production of and/or for the health and comfort of the Employer's business and personnel.
- Any and all equipment and building systems or structural components covered under the terms of the Employer's contract for the operation and maintenance of the GSA at 18th & F Street Building N.W., Washington D.C.
- It is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation, or control of any of the equipment or systems listed above, including Energy Management Systems of any kind or description.

The jurisdiction of the union covers the above to the extent the union work force is employed to operate, maintain, monitor and control the above listed systems:

It is agreed, however, that any part or parts of this jurisdiction of which the Employer has a bona fide working agreement with another Union or Unions which pre-dates this Agreement, such part or parts shall automatically be deleted from this Agreement.

It is further agreed that any repairs or maintenance which, in the opinion of the Chief Engineer, after consultation with the Employer, are beyond the scope of the employees covered herein to perform are exempted from said jurisdiction.

The Union, in its rights, agrees to keep the equipment covered herein in a clean and orderly condition. It is agreed and understood, however, that painting shall be limited to the mechanical equipment and its immediate surrounding area. In no instance shall an employee be required to paint walls, ceilings or any area outside of the plant unless hired exclusively as painters or general maintenance workers for the aforementioned areas.

Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment and perform renovation work as set forth in this Agreement and that the term "maintenance person" does not and is not intended to include custodial and janitorial employees such as charmen, charwoman, janitors, porters, elevator operators, and similar employees.

Section 1.7. Job Classifications/Duties: The job titles and scope of duties of the employees covered by this addendum shall be as stated below:

- Chief Engineer - to be responsible for the supervision of the bargaining unit workforce and other personnel and all equipment assigned at the specific work location. To perform such duties as may be assigned to him by the Project Manager. The Chief Engineer shall hold jurisdictional licenses as required by the government contract for the site assigned to.

- Assistant Chief Engineer - to be responsible for the supervision of the bargaining unit workforce and other personnel and all equipment to which he is assigned and under the direct supervision of the Chief Engineer and/or Project Manager. Shall hold jurisdictional licenses as required by the government contract.

- Maintenance Supervisor/On Site Supervisor - To be in charge of the maintenance requirements and under the direct supervision of the Chief Engineer and/or Project Manager, as determined by the Employer. Shall hold jurisdictional licenses as required by the government contract.

- Engineer - to be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Works under the direct supervision of the Chief Engineer and/or Project Manager. Shall hold jurisdictional licenses as required by the Government contract.

- HVAC Mechanic - to perform installation, scheduled and unscheduled maintenance and repair of all HVAC equipment and systems as defined in Section 1.6 of this Article I as well as other duties under the Chief Engineer and/or Project Manager.

- Electrician - To perform electrical maintenance and repairs to all equipment as defined in Section 1.6 of this Article I as well as other duties under the Chief Engineer and/or Project Manager. He/She shall at no time be assigned or stand an Engineer's watch.

- Maintenance Mechanic - To perform scheduled and unscheduled maintenance and repairs of all equipment and systems as defined in Section 1.6 of this Article I. Works under the direct supervision of the Chief Engineer and/or Project Manager. He/She shall at no time be assigned or stand an Engineer's watch.

- General Maintenance Worker – "Their number shall be limited to the ratio of one (1) to three (3) mechanics, or any portion thereof, meaning that if the Company chooses to employ a General Maintenance Worker, it shall employ at least three (3) Maintenance Mechanics before it employs one (1) general maintenance worker. If the Company employs greater than three (3) mechanics, it shall employ one (1) general maintenance mechanic for every three (3) mechanics or portion thereof (for example, 1) if the Company employs 3 mechanics, it may employ 1 maintenance worker; 2) if the Company employs 4 mechanics, it may employ 2 maintenance workers; 3) if the Company employs 6 mechanics, it may employ 2 maintenance workers). To perform general maintenance and repairs of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry and electrical work. May also perform general maintenance and repair of GSA's machinery. To assist Maintenance Mechanics and Engineers in the performance of their work as directed by the Chief Engineer and/or Project Manger.

- Production Control Clerk - To perform duties as directed by the Project Manager or management.

- Apprentice Engineer - To perform all assigned training duties under the immediate supervision of the Chief Engineer. In the performance of these duties, the Employer agrees to confirm to the Standards, as printed, of the Local 99 – 99A, I.U.O.E. Joint Apprenticeship Committee. The Apprentice Engineer shall at no time be permitted to stand an Engineer's watch or to be assigned to a fixed routine which might interfere with his /her training program.

- General Maintenance Helper - to perform general building maintenance and repair activities, including carpentry, and painting. Assists a maintenance tradesman, mechanic, Engineers with maintenance tasks, repairs and other duties as assigned by his supervisor.

The Union recognizes that, in an emergency, it may be necessary for the Chief Engineer to assist members in performing their job responsibilities. Accordingly, the Chief Engineer may perform any of the responsibilities identified above as may be necessary to ensure the satisfaction of the customer at the GSA building at 18th & F Street.

The Union agrees that its members employed by the Company will perform any and all duties required under the terms of the contract for maintenance and operation of the GSA building at 18th & F Street, N.W., Washington D.C.

It is further agreed that any repairs or maintenance, which, in the opinion of the Project Manager or his/her designated representative are beyond the scope of the employees covered herein to perform, are exempted from said jurisdiction.

The Union, in the exercise of its rights, agrees to keep the equipment covered herein in a clean and orderly condition.

The Union agrees that its members employed by the Company will perform any and all duties required under the terms of the contract for maintenance and operation of the GSA for the GSA Central Headquarters in Washington, D.C.

Section 1.8. Union Access: The Business Manager and/or Business Representative of the Union shall be permitted access to the facilities where employees covered by this Agreement may be working for the purpose of conducting official Union Business. In the exercise of this provision, the Union agrees to first notify the Employer twenty-four (24) hours in advance of its intent and time to enter said premises. The Union acknowledges that access is contingent upon client's approval.

Section 1.9. Qualifications of Employees: In determining the qualifications of employees and subject to accommodation requirements mandated in law, the Company may require the applicant to be mentally and physically capable and competent as defined by the Client or Company's policy. Employees in specified job classifications must possess current trade licenses issued by authorities designated by clients. The maintenance of such licenses is the employee's responsibility and the Company may reassign to another job classification, or terminate, an employee whose duties require such a license who cannot, or will not, renew the license within thirty (30) days of its expiration. Furthermore, security and/or suitability screening of employees may be required by a client. Employees may be subject to extensive security investigations including examinations of lifestyle, medical history, and financial affairs and periodic polygraph examinations. Satisfactory completion of such screening and adjudication by the client of matters disclosed therein may be a condition of employment in designated facilities. The Company reserves, and the Union acknowledges, the right of the Company to reassign or terminate employees who fail to gain and maintain security clearances or pass screening by clients as a result of such investigations. As such clearances are provided by the client (in most cases a government instrumentality), this provision will not supersede the Employee's recourse as provided in law against the Company's clients if an employee is unlawfully denied such a clearance.

Section 1.10. Substance Abuse: The Company's Substance Abuse Policy does apply to employees covered by this agreement. However, the Company's Substance Abuse Policy does not preempt any collectively bargained rights of the employees covered by this Agreement including the right to arbitrate any dispute arising out of the interpretation or application of this Agreement. No employee represented by the Union will be required to sign any waiver limiting the liability of the Company, the testing facility, or any other person implementing the Substance Abuse Policy for violations of the law. The Union is not responsible for ascertaining or monitoring the alcohol or drug status of any employee, or for implementing or enforcing any aspect of the Substance Abuse Policy and accepts no liability therefore. The Company will

notify the Union upon implementing any changes in the alcohol or drug testing provisions of its Substance Abuse Policy.

Section 1.11. Management Rights: The Company, in the conduct of its business, has the right to hire, discharge, promote, demote, discipline, assign, re-assign, and transfer employees; set hours, shifts and days off; determine the means and methods of its work and operations; determine the number and classifications of employees; set standards of performance, conduct, and appearance; and to establish the minimum standards to obtain and continue employment with the Company.

Section 1.12. Shop Stewards: The Employer agrees to recognize a duly appointed Shop Steward. The Shop Steward shall be afforded a reasonable period of time to conduct Union business during working hours as long as such action does not interrupt operations. The Employer will pay the Steward when meeting with the Employer during normal working hours to properly handle grievances. Each steward shall be the last laid off from within his or her wage classification as identified in Exhibit "A".

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 2.1. Wage Schedule: Employee pay rates are contained in the Exhibit "A" of this Agreement, established for each covered facility and labor classification. All wages are to be paid bi-weekly (twenty-six pay periods per year).

Section 2.2. Workweek and Overtime:

a. Workday Definition: The workday shall normally consist of eight (8) hours without a specific or designated meal break. Meals will be eaten on the premises during the workday at the time and location designated by the Company.

b. Overtime: Any work exceeding eight (8) consecutive hours, in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1½) times the basic rate. Work performed on the second scheduled "day off" of the scheduled workweek shall be paid for at double, or two (2) times, the basic rate. All paid time off is included in the calculation for overtime. Furthermore, all hours worked outside the posted work schedule shall be paid at the appropriate overtime rate. An employee must work their first scheduled day off in order to receive the appropriate overtime rate of (double time) for working on their and second scheduled day off.

Section 2.3. Call Back: In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1½) times the basic rate.

Section 2.4. Days Off: Each employee shall have two (2) consecutive days off in each seven (7) day period. It is recognized that days off will change as shifts change at the discretion of the Employer. Should an employee be required, for the benefit of the Employer, to work on the first of his assigned days off, he/she shall be compensated at the overtime rate of one and one-half (1 ½) times his/her base rate pay; if they are required to work on their second consecutive assigned day off, they shall be compensated at two (2) times their basic rate of pay. There will be no pyramiding of overtime. No employee shall receive overtime pay unless authorized by the Employer.

Section 2.5. Work Schedule Posting: The Chief Engineer shall post a work schedule in the Control Room of the Central Plant, and/or in a conspicuous area for all affected employees. The work schedule will be posted seven (7) calendar days in advance.

Section 2.6. No Reduction: No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel, and it is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

Section 2.7. Working Out Of Classification: Work performed in a higher rated job classification specified in Exhibit "A" of this Agreement shall be paid for at the higher rate when the Employer expressly reassigns such employee to work in a higher rated classification. Such reassignment to a higher rate shall only be valid if written approval of management is received. For the purpose of overtime and for callbacks, the employee will be paid at the higher classification when the overtime or call back is for the purpose of performing work of the higher classification. It is understood that in cases of emergencies or where there are shortages of manpower, the employer may temporarily assign bargaining unit personnel to other classifications. In such cases, there shall be no loss of pay.

Section 2.8. Site Closure by the Government: If during normal work hours the Government closes the site for reasons including inclement weather or other applicable building shutdown, and the Contracting Officer advises the Employer that they are released from staffing requirements, then those employees will be paid their normal rate for the remainder of that workday. Essential staff that must remain on site for the workday will be paid at time and one half (1½) their normal rate of pay.

Section 2.9. Trade License Wage Benefit: Employees, who demonstrate additional competence in the trade skill in which they are employed by gaining a Journeyman to Master trade license through the D.C. Government or other recognized jurisdictions of their working area (for example, Third Class or First Class Operating Engineer, or Journeyman Electrician to Master or Journeyman Plumber to Master), shall be paid an additional ($1.00) per hour. Employees shall be paid for a maximum of two (2) licenses, for a maximum wage benefit of ($2.00) per hour. The licenses obtained must demonstrate additional competence and must prove to be a progression in skill or trade.

Section 2.10. Parking: Employees shall be provided parking. The parties agree that the Employer shall continue to contribute what it currently pays for employee parking of $250.00 per month, or $275.00 per month for overnight parking, per employee, for the life of the Agreement. Should parking costs increase, it is agreed that the employees shall be responsible for the cost differential.

Section 2.11. On-Call Pay: Employees assigned to be on call and carry the buildings duty phone during non-duty hours (2200 hours Friday through Sunday 2200 hours) shall be compensated an additional four hours of straight time hourly pay. On-call pay, when earned, shall not be added to the employee's regular rate for the purposes determining overtime pay or fringe benefits.

Employees shall make every effort to stay within range or attempt to make arrangements with a qualified alternate. There shall be no restriction on the employee as to his/her movements as a result of this section.

ARTICLE III

VACATIONS, HOLIDAYS, SICK & PERSONAL LEAVE

Section 3.1. Vacation Eligibility: Each employee covered under the terms of this Agreement is entitled to vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site.

Section 3.2. Vacation Accrual: Each Employee covered under the terms of this Agreement shall receive paid vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at this worksite.

Each employee shall accrue vacations as shown below, based upon the employee's hire date and the employee's length of service. Vacation is calculated each pay period and is available for immediate use once it is accrued after the employee has satisfied the 90 day probationary period.

Length of Service	Accrual Rate (hours per pay period)	Vacation Allotment
0 – 36 months of service	3.077	10 days per year
37 –120 months of service	4.616	15 days per year
121 – 240 months of service	6.154	20 days per year
241 months and more of service	7.693	25 days per year

Should a holiday be recognized during an employee's vacation, they shall receive a day's pay for same and the vacationed credited.

During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate. When an employee is separated from the company for any reason, he/she shall be paid for any unused accrued vacation.

Section 3.3. Unused Vacation: Any unused vacation up to a maximum of fifteen (15) days will carry over on December 31st of each year. Excess vacation accrual over this amount shall be paid to the employee on or about the first payday after January 1st or upon termination of the employee's employment on the contract. The Employer shall approve requests for vacation. Provided, however, that in all events employees must take at least one week (five days) of paid vacation per calendar year.

Section 3.4. Vacation and an Incumbent Contractor: NTVI FED, LLC or Roy Jorgenson, as applicable, will be responsible for all unused earned vacation earned through each employee's last date of employment with either NTVI FED, LLC or Roy Jorgenson Associates, as applicable, and will make cash settlements to employees who have unused vacation time to their credit at the end of the Government contract.

Section 3.5. Pay Periods: Vacation will accrue to the employee pro-rata over the year based upon the number of hours paid [up to a maximum of forty (40) hours per week]. For purposes of accrual rates, there shall be no less than twenty-six (26) pay periods in one (1) calendar year

Section 3.6. Holidays: The following holidays shall be recognized and employees shall receive a day's pay for same or any holidays or portions thereof declared legal by the President of the United States.

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Columbus Day
Veterans' Day
Thanksgiving Day

Memorial Day
Independence Day
Inauguration Day (Every 4th year)
Christmas Day
Labor Day

In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate.

Any employee required to work on a holiday that is not a scheduled day off (their normal work days, i.e. Monday thru Friday) shall be paid one and one-half (1½) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

Any employee required to work on a holiday that is their normal scheduled day off shall be paid two (2) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.

When a holiday falls on a Saturday or Sunday, it shall be observed on the day designated as the holiday by the Government.

In order to be eligible for holiday pay, the employee must work his/her last scheduled day before the holiday and the first (1st) scheduled day after the holiday, unless otherwise reasonably excused by the Employer. Any disagreement regarding the above shall be subject to the grievance procedure. Employees on leave of absence, disability, or workers' compensation shall not be eligible for holiday pay unless the holiday occurred within seven (7) days of the commencement of the absence.

Section 3.7. Sick Leave: Sick leave will accrue per pay period (twenty-six periods per year). Each full-time employee covered under the terms of this agreement shall be entitled to (10) day's sick leave per year.

Section 3.8. Sick Leave Accrual:

1) Sick leave shall accrue to the full-time employee at (3.08) hours per pay period.
2) Unused sick leave may be accumulated to a maximum of ten (10) days during the term of any contract between the Employer and the Government.
3) Any unused, accrued sick leave in excess of five (5) days will be sold back to the Employer annually on December 31st or upon termination of the employee's employment on the contract.

Section 3.9. Proof of Illness: It is agreed and understood that sick leave is intended for an employee's illness or immediate child only, or as otherwise stipulated in this Section. After two (2) consecutive days of sick leave has been used in any time period, the Employer may request that the Employee's licensed physician or pediatrician furnish proof of illness or incapacitation for the third (3rd) sick leave day used. Management has the right to request a physician's statement if management believes that sick leave abuse may be prevalent or there is a pattern. (i.e.) employees who constantly call in sick on Mondays and Fridays.

Section 3.10. Doctors/Dental Visits: Scheduled leave for doctors, pediatricians, and dental appointments will be counted as personal leave.

Section 3.11. Personal Day: Full-time employees, who have successfully completed their new-hire probationary period, shall be eligible to use three (3) days of accrued but unused sick leave as personal leave. Personal leave shall be taken in increments of one (1) day at a time and shall not be taken in conjunction with vacation. Employees shall request the use of personal leave as much in advance of such leave as possible.

The employer will make every reasonable effort to grant personal days requested by the employee.

The most common reasons for using Personal Leave include:

Dependent Care	Court Appearances
Legal Transactions	Religious Observances
Moving	Household Repairs

ARTICLE IV

MISCELLANEOUS

Section 4.1. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance work shall be issued through the Chief Engineer (or his assigned Lead) or Project Manager. All hiring and discharges will be made in accordance with Employer policy and pursuant to the current Collective Bargaining Agreement.

Section 4.2. No Conflict: The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4.3. Exclusions: Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees specified in the appropriate Addendum to this Agreement and is not intended to include custodial and janitorial employees.

Section 4.4. JAC Contributions: The Employer agrees to contribute the sums specified below this Agreement per quarter, per employee covered herein to the Apprenticeship Fund of the International Union of Operating Engineers and Participating Employers.

JAC Contributions	October 1, 2015
Per quarter	$65.00

Section 4.5. Funeral Leave: It is recognized by the Company and the Union that five (5) consecutive days may be needed by an employee to attend the funeral service for a spouse, child, or parent of an employee. In the case of a death occurring of a brother, brother-in-law, sister, sister-in-law, legal guardian, grandparent, grandchild, or parent-in-law, the employee may need three (3) consecutive days. If any or all of the three (3) or five (5) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. Employees shall not receive pay under this provision for scheduled days off.

Section 4.6. Union Dues: The Employer will deduct from the pay of the Employee Union dues or service fees, whichever is applicable, upon signing of an individual dues deduction/service fee authorization card in the form agreed to between the Employer and the duly designated officer of the Union. The Employee must provide a written notice to the Company and the Union to discontinue the withholding of union dues or service fees.

Section 4.7. Jury Duty: Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

Section 4.8. Military Service: Any employee covered by the terms of this Agreement who enters the military service of the United States of America, or is called to active service from the reserves, shall be considered on leave of absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer has retained the Contract on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 4.9. Tools: The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employees' duties.

Section 4.10. Uniforms: The Employer agrees to furnish the employees with a minimum of Five (5) washable uniforms (trousers and shirts) per year, one (1) pair of coveralls and one (1) jacket to each covered employee. Coveralls and jacket are to be provided every other year. Damaged uniforms shall be replaced upon request with the consent and agreement of the Project

Manager. The Employee shall laundry the uniforms and maintains a clean and neat appearance. The uniforms will be worn during working hours while on duty and assigned to outdoor tasks.

Section 4.11. Shoe Allowance: The Employer agrees to contribute one-hundred dollars ($100.00) per year, per employee, towards the purchase of OSHA approved shoes. Employees must submit a current legitimate store receipt for reimbursement.

Section 4.12. Entire Agreement: This Agreement constitutes the entire agreement between the Company and the Union and supersedes and invalidates all prior agreements, understandings and communications, whether written or verbal, and no variance or modification thereof shall be valid and enforceable except by a supplemental agreement in writing and executed and approved in the same manner as this Agreement.

Section 4.13. Assignability and Assumption of Agreement by Successors: This Agreement shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Company from the complete operation and management of his business and plants or in the direction of the working forces. The Company, in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all seniority the employees may have accumulated during their employment with the previous Company or pay employee for the benefit as agreed to herein or subsequently.

Section 4.14. Separability: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of the Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.15. Compliance with Federal and State Law: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.16. Strikes and Lockout Prohibited: The Union agrees that there shall be no strike, work stoppage, work slow down or interruption during the term of this Agreement or in the specific addendum to this Agreement established for each covered facility and labor classification. The Employer agrees not to engage in any lockout during the term of this Agreement or in the specific addendum to this Agreement established for each covered facility and labor classification.

Section 4.17. Outside Employment: The Company does not permit outside employment without the written permission of your supervisor after a review of the employment to insure it will not impair your job performance with NTVI FED, LLC or Roy Jorgenson Associates. Such approvals will not be unreasonably denied. You must advise your supervisor if you accept outside employment with anyone that does business with or competes with NTVI FED, LLC or Roy Jorgenson Associates.

Section 4.18. Educational Training Benefit: Non-probationary bargaining unit employee who is pursuing a course of study that will enhance job performance, conducted by Local 99 Union educational program or an accredited institution, will be reimbursed up to a maximum of one thousand dollars ($1,000) per year when the following requirements have been met:

- The employer approves the course in advance.
- The course of study is done on the employee's own time.
- The employee provides evidence of satisfactory completion of the course with the application for reimbursement

Approval is at the discretion of the Employer. Advanced payment by the employer will be paid to the institutions if the request for payment is received thirty (30) days prior to the start of the course. The employee will be required to reimburse the employer for incomplete or failed courses. Proof of completion must be submitted to the employer. If an employee fails to pass a class or achieve a completion certificate, the company may deduct the amount of cost prepaid to the employee from their paycheck at a rate not to exceed twenty-five percent (25%) of the total cost each pay period. Funds may not be used for travel, meals or lodging connected with course participation. Employees will not be required to use these funds for Employer-mandated courses, seminars or workshops.

Management encourages the employee to seek trade related courses through Local 99 Advance Training courses, Community College courses, and trade courses as offered by local Adult Education Centers.

ARTICLE V

HEALTH and WELFARE & PENSION BENEFITS

Section 5.1. Health & Welfare: The Employer agrees to make contributions, as listed below for all full-time employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A.

In the event that the Employer's contribution is less than the required contribution rate, as determined from time to time by the Trustees of the I.U.O.E. Local 99-99A, Health and Welfare Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost, as determined by the Plan Trustees.

The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund.

Monthly Coverage	Effective 1-Jan-15	Effective 1-Jan-16	Effective 1-Jan-17	Effective 1-Jan-18	Effective 1-Jan-19
Single	(b) (4) [redacted]				
Family					

Section 5.2. Pension Benefits: The Employer agrees to contribute the amount specified below per hour for all hours paid, excluding overtime hours, not to exceed 2080 hours per year, for all employees covered herein, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, (hereinafter called the "Central Pension Fund").

Classifications	Effective 1-Apr-15	Effective 1-Oct-16	Effective 1-Oct-17	Effective 1-Oct-18
Chief Engineer	(b) (4) [redacted]			
Asst. Chief Engineer				
Maintenance Supervisor				
Engineer				
HVAC Mechanic				
Maintenance Mechanic				
Apprentice Engineer				
Gen. Maint. Worker				
Electrician				
Production Control Clrk				
Gen. Maint. Helper				

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date of the issue being grieved.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward.

If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.
The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

Section 6.4. Employee Discharge: The Employer reserves the right to discharge any employee for just cause, as described in the Employer's Harassment and Discipline Policy. No employee shall be discharged, except for serious disregard for company policy, unless he/she shall have been given warning notices, in writing. Whenever a warning notice is issued by the Employer, a copy of such notice shall be sent to the Union Business Manager.

Section 6.5. Disciplinary Warnings: All official disciplinary written reprimands warnings against an employee's record shall be in writing and a copy thereof shall be given to the Union. In the event an employee goes for a period of six (6) consecutive months without receiving an official warning, all previous warnings for that subject shall be removed from consideration of any proceedings, which affect the status of the employee.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Seniority is defined as the continuous length of service based on the date of hire at the locations covered by this Agreement. Seniority shall be used for the purpose of benefits provided for in this Agreement.

In the event it becomes necessary to lay off employees for lack of work the least senior employee within the classification within that trade shall be laid off first. This employee may bump to a lower classification provided he/she has the seniority and qualifications.

In recalling employees after layoff, the Employer agrees to offer re-employment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification provided, however, that the period of layoff does not exceed six (6) months.

An employee, who accepts recall after layoff, will be credited with seniority held at time of such layoff.

Section 7.1. Seniority: Upon completion of the probationary period, employees shall be placed on the seniority list dating from the first day of employment. Seniority shall be by job classification for the purposes of layoff and recall; however, all other benefits provided for in this Agreement shall accrue from the employee's date of hire on site.

Section 7.2. Seniority List: The Employer agrees to provide to the union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees. The Employer further agrees to provide a list of all newly hired employees with their classification and date of hire each month to the Union with their date of hire.

ARTICLE VIII

NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING

It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit.

When a permanent vacancy occurs within one of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of fourteen (14) calendar days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for the particular vacancy.

In the event that two (2) or more applicants are measured to having the same necessary qualifications, then seniority within the classification will be the determining factor.

Section 8.1 Notification of New Hires: The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) from their date of employment. The union will afford the employee a reasonable time to join the Union, if not

already a member. The Company will, after receipt of written notice from the Union, discharge, or reassign to a non-union site, any employee who is not in good standing in the Union as defined in the Act.

Section 8.2 **New Hires:** Should the Employer apply to the Union business office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, age sex, national origin or membership or non-membership in the Union.

ARTICLE IX

TERM OF AGREEMENT

This Agreement shall be in full force and effect from the **1st day of October 2015 to and including the thirtieth (30th) day of September 2019** and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(On behalf of NTVI FED, LLC and
Roy Jorgenson Associates)
NTVI Federal, Inc.
7799 Leesburg Pike
Falls Church, VA 22043

(b) (6) [redacted]

Tracy Kerns
Vice President

2/11/16
Date Signed

Roy Jorgenson Associates
3735 Buckeystown Pike
Buckeystown, MD 21717

(b) (6) [redacted]

Douglas W. Selby
President

2/23/16
Date Signed

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 99-99A, AFL-CIO

(b) (6) [redacted]

Donald P. Havard
Business Manager

(b) (6) [redacted]

R. Wayne Callaway
President

(b) (6) [redacted]

Recording Corresponding Secretary
MARK P. SOXTON

Approved: January 12, 2016

EXHIBIT "A"

WAGES

The Wages for the following classifications shall not be less than the amount listed below:

Classification	Effective 1-Apr-15	Effective 1-Oct-16	Effective 1-Oct-17	Effective 1-Oct-18
Chief Engineer	(b) (4)			
Asst. Chief Engineer				
Maintenance Supervisor				
Engineer				
HVAC Mechanic				
Maintenance Mechanic				
General Maintenance Worker				
Electrician				
Production Control Clerk				
General Maint. Helper				

The wages of the Apprentice Engineer shall be based on the Engineers wage and shall be as follows:

- 50% for the first six (6) months of apprenticeship
- 55% for the second six (6) months of apprenticeship
- 60% for the third six (6) months of apprenticeship
- 65% for the fourth six (6) months of apprenticeship
- 70% for the fifth six (6) months of apprenticeship
- 75% for the sixth six (6) months of apprenticeship
- 80% for the seventh six (6) months of apprenticeship
- 85% for the eighth six (6) months of apprenticeship

CENTRAL PENSION FUND
of the
International Union of Operating Engineers and Participating Employers
4115 Chesapeake Street NW, Washington, DC 20016-4665
202-362-1000; FAX 202-364-2913; www.cpfiuoe.org

PARTICIPATING AGREEMENT

FUND OFFICE USE
Branch No.....
Agmt I.D. No.....

Business Information

Business Name and Address (to which Employer Reporting Forms should be mailed):

NTVI FED, LLC

7799 Leesburg Pike, Suite 700 North

Falls Church, VA 22043

Administrative Contact Person: (b) (6) [redacted]

Telephone: (703) 462-5531 Fax: (703) 462-5501 Email: (b) (6) [redacted] @ntvifederal.com

Employer Federal Tax Identification No. 20-3927408

Business Type: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Bargaining Agreement Information

IUOE Local Union No.: 99

Bargaining Agreement is: ☐ New Agreement ☐ Renewal - Existing Agmt I.D. No.: _____

Bargaining Agreement effective from: October 1, 2015 to: September 30, 2019

Bargaining Agreement covers:

☐ Geographic area - Describe: _____

☒ Single Project/Facility - Describe: GSA Central Headquarters, Washington, DC

☐ Other - Describe: _____

Rev 07/04

Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: ☒ Dollars/Cents per Hour ☐ Percentage of Gross Pay ☐ Flat Amount

☐ Other - Describe: _____

Contribution Levels: ☐ Uniform rates for all classifications

☒ Different rates for different classifications - Describe: see table on page 15

Contribution Rates: ☒ Payable on All Hours Worked or Paid ☐ Payable Only on Hours Worked

				Rate 1	Rate 2	Rate 3
Effective from:	Apr. 1, 2015	to:	Sept. 30, 2016	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1, 2016	to:	Sept. 30, 2017	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1, 2017	to:	Sept. 30, 2018	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1 2018	to:	Sept. 30, 2019	Rate(s): see table on page 15	/	/

Additional Rates/Comments/Explanations: per hour for all hours paid, excluding overtime hours, not to exceed 2080 hours per year

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory:

(b) (6) [redacted] VP NTVI

(Signature/Title)

Tracy A. Kerns

(Printed or Typed)

Local Union Signatory:

(b) (6) [redacted]

(Signature/Title)

Donald P. Havard, Business Manager

(Printed or Typed)

FUND OFFICE USE

Accepted on_____ by_____, Chief Executive Officer

For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.

CENTRAL PENSION FUND
of the
International Union of Operating Engineers and Participating Employers
4115 Chesapeake Street NW, Washington, DC 20016-4665
202-362-1000; FAX 202-364-2913; www.cpfiuoe.org

PARTICIPATING AGREEMENT

FUND OFFICE USE
Branch No.....
Agmt I.D. No.....

Business Information

Business Name and Address (to which Employer Reporting Forms should be mailed):

Roy Jorgensen Associates, Inc.

3735 Buckeystown Pike

Buckeystown, MD 21717

Administrative Contact Person: (b) (6) [redacted]

Telephone: (301) 831-1000 Fax: (301) 874-2876 Email: (b) (6) [redacted]@royjorgensen.com

Employer Federal Tax Identification No. 52-0850711

Business Type: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Bargaining Agreement Information

IUOE Local Union No.: 99

Bargaining Agreement is: ☐ New Agreement ☐ Renewal - Existing Agmt I.D. No.: _____

Bargaining Agreement effective from: October 1, 2015 to: September 30, 2019

Bargaining Agreement covers:

☐ Geographic area - Describe: _____

☒ Single Project/Facility - Describe: GSA Central Headquarters, Washington, DC

☐ Other - Describe: _____

Rev 07/04

Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: ☒ Dollars/Cents per Hour ☐ Percentage of Gross Pay ☐ Flat Amount

☐ Other - Describe: _____

Contribution Levels: ☐ Uniform rates for all classifications

☒ Different rates for different classifications - Describe: see table on page 15

Contribution Rates: ☒ Payable on All Hours Worked or Paid ☐ Payable Only on Hours Worked

				Rate 1	Rate 2	Rate 3
Effective from:	Apr. 1, 2015	to:	Sept. 30, 2016	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1, 2016	to:	Sept. 30, 2017	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1, 2017	to:	Sept. 30, 2018	Rate(s): see table on page 15	/	/
Effective from:	Oct. 1 2018	to:	Sept. 30, 2019	Rate(s): see table on page 15	/	/

Additional Rates/Comments/Explanations: per hour for all hours paid, excluding overtime hours, not to exceed 2080 hours per year

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory: (b) (6) [redacted]

(Signature/Title)

Douglas W. Selby, President

(Printed or Typed)

Local Union Signatory: (b) (6) [redacted]

(Signature/Title)

Donald P. Havard, Business Manager

(Printed or Typed)

FUND OFFICE USE

Accepted on _____ by _____, Chief Executive Officer

For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.