

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDUSTRIAL TECHNICAL AND PROFESSIONAL

EMPLOYEES UNION, OPEIU Local 4873, AFL-CIO

AND

MERIDIAN FOOD SERVICES, LLC

COVERING

FOOD SERVICE EMPLOYEES

AT

MERIDIAN NAVAL AIR STATION, MISSISSIPPI

EFFECTIVE DATES: November 1, 2013 – October 31, 2016

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I - UNION RECOGNITION.....	4
ARTICLE II - UNION SECURITY AND MEMBERSHIP.....	4
ARTICLE III - EQUAL OPPORTUNITY.....	6
ARTICLE IV - ACCESS TO UNIT.....	6
ARTICLE V - PROBATIONARY PERIOD.....	6
ARTICLE VI - SENIORITY.....	7
ARTICLE VII - DISCIPLINE.....	8
ARTICLE VIII - GRIEVANCE PROCEDURE.....	9
ARTICLE IX - ARBITRATION.....	10
ARTICLE X - MILITARY LEAVE.....	11
ARTICLE XI - LEAVE OF ABSENCE.....	11
ARTICLE XII - BEREAVEMENT LEAVE.....	12
ARTICLE XIII - SHOP STEWARDS.....	12
ARTICLE XIV - REST PERIODS.....	13
ARTICLE XV - LAYOFFS AND RECALLS.....	13
ARTICLE XVI - WAGES.....	13
ARTICLE XVII - OVERTIME.....	13
ARTICLE XVIII - HEALTH AND WELFARE.....	14
ARTICLE XIX - VACATION.....	15
ARTICLE XX - SICK LEAVE.....	15
ARTICLE XXI - HOLIDAYS.....	15
ARTICLE XXII - PENSION.....	17
ARTICLE XXIII - UNIFORMS AND SAFETY EQUIPMENT.....	17
ARTICLE XXIV - JURY DUTY.....	17
ARTICLE XXV - INDIVIDUAL CONTRACTS.....	17
ARTICLE XXVI - NO STRIKE - NO LOCKOUT.....	17
ARTICLE XXVII - PICKET LINES.....	18
ARTICLE XXVIII - EMPLOYEE INJURY.....	18
ARTICLE XXIX - GOVERNMENT REQUIREMENTS.....	18
ARTICLE XXX - GENERAL.....	18
ARTICLE XXXI - DURATION.....	19
APPENDIX A - WAGES.....	21
APPENDIX B - HEALTH & WELFARE.....	21
APPENDIX C - VACATION.....	22
APPENDIX E - JURY DUTY.....	23
APPENDIX F - SICK LEAVE.....	23
APPENDIX G - UNIFORM ALLOWANCE.....	24
APPENDIX H - BEREAVEMENT LEAVE.....	24
APPENDIX I - PENSION.....	25

PREAMBLE

THIS AGREEMENT is entered into by and between MERIDIAN FOOD SERVICES, LLC, hereinafter referred to as the "Company" and INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION, OPEIU Local 4873, AFL-CIO, hereinafter referred to as the "Union" as representative of all non-supervisory food service employees, located at Meridian Naval Air Station, MS, hereinafter referred to as the "Base" in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other. Both individually and collectively, for the advancement of the purposes of this Agreement.

THIS AGREEMENT supersedes any and all prior Agreements between the Company and the Union.

ARTICLE I - UNION RECOGNITION

Section A

The Company hereby recognizes the Union as the sole bargaining agent for all its non-supervisory food service employees at Meridian Naval Air Station, Mississippi.

Section B

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

Section C

This section understands that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at every Base where this Agreement is applicable.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after the thirtieth (30th) day following the beginning of such employment become and remain in good standing of the Union.

SECTION B

Union Shop Provision to Take Effect if Prohibition Law Invalidated.

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent of which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever, such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provision of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

SECTION C

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union as a condition of employment during the term thereof.

SECTION D

The Company will deduct from the wages of any employee covered by this agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. The Union shall provide such authorization form. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired and amounts deducted. The total remittances are to be made not later than fifteen (15) days after deduction. The Union shall advise the Company of the amount of the initiation fees and dues and the manner in which it shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

SECTION E

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during period of permanent transfer to a classification not covered by this Agreement.

SECTION F

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

SECTION G

The Company will make available to the Union a list of newly hired and terminated employees covered by this agreement. Such lists will be prepared monthly and will show the name, social security number, address, job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared.

SECTION H

The Company shall notify the Union of all job openings within the unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company.

SECTION I

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice, to the members of the Union, provided that they have the necessary qualifications.

SECTION J

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

SECTION A

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

SECTION B

There will be no discrimination against any employee on account of membership in, or activity in behalf of the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions at the Base covered by this agreement to see that the agreement is being enforced, provided that no interview shall be held during rush hours, or unreasonably interrupt the duties of any employee. The Company shall be notified by the Union Representative before he shall take action with persons involved. The representative of the Union shall contact the highest-ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE V - PROBATIONARY PERIOD

SECTION A

Every new employee and any employee rehired after a break in seniority under Article VI of this Agreement shall be on probation for the first sixty (60) days of employment or re-employment.

SECTION B

At any time during such an initial probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

SECTION C

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first ninety (90) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority; and any such employee shall not have the right to file a grievance or have other recourse to grievance procedure with regard to any such return to former classification. A promoted employee shall, during the ninety (90) day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all matters covered by this Agreement.

ARTICLE VI – SENIORITY

SECTION A

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and State and Federal Agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering the unit, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, for all purposes of this Article, be on the basis of classification.

SECTION B

In the event that the Company finds it necessary to lay-off employees for any reason, other than disciplinary, such layoffs shall be on the basis of job classification, i.e., the employee on duty at the base where the layoff occurs having the shorter period of continuous service. The Company shall recall such laid-off employees in reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

SECTION C

Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. The term "available", as used in this Section, refers to a job vacancy occurring as a result of transfer, promotion, resignation or termination of the incumbent employee. Each employee shall be given his work schedule. The work schedule for each week shall be posted at least four (4) days prior to the beginning of the workweek.

SECTION D

Except as otherwise provided herein, seniority shall be measured from the date of the employee's hire at the base with the Company or a predecessor employer engaged in providing similar services at that base, provided there has been no break in seniority under Section E of this Article. Employees transferred by the Company to any base covered by this Agreement shall have their seniority measured from the date of the initial hire by the Company or its franchisee as the case may be, regardless of where such service was performed.

SECTION E

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
- (2) is on lay-off for a period exceeding one (1) year;
- (3) is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence, even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
- (4) fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven (7) day period.

The Company fulfills its obligation under this Section by sending notice by Telegram or by Certified Letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

SECTION F

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE VII - DISCIPLINE

No employee shall be reprimanded, disciplined or discharged without just cause, and all reprimands, disciplines and dismissals will be subject to the grievance procedure and arbitration clause. All reprimands, disciplines and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand, disciplines or discharge notice shall be given to the employee reprimanded and to the Shop Steward. Each reprimand shall be cancelled after one (1)

year. Three (3) reprimands may result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed and illegal use of drugs may result in immediate dismissal regardless of the number of prior reprimands.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION A

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement or of any local addendum hereto.

SECTION B

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with the Project Manager either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by its Designated Representative and the Union represented by its Designated Representative) will attempt to settle the grievance. The party being complained against shall render the party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union by lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

SECTION C

A grievance involving discharge of an employee shall be brought directly to **Step 2** and must be filed within five (5) days of discharge.

SECTION D

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

SECTION E

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

SECTION F

At any step of the grievance procedure, the Company or the Union may designate a substitute for the Official designated. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

SECTION G

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX - ARBITRATION

SECTION A

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th), remaining person shall thereupon be selected as the impartial arbitrator.

SECTION B

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

SECTION C

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

SECTION A

Employees entering the Military or Naval Service, Red Cross, or other combat relief service or conscripted Civil Service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

SECTION B

An employee who is a member of a Military Reserve Unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

SECTION C

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

ARTICLE XI - LEAVE OF ABSENCE

SECTION A

Employees are entitled to leaves of absence not exceeding one (1) year for good cause. Such leaves of absence may be granted for restoration of health, medical, dental, or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

SECTION B

Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.

SECTION C

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

SECTION D

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

SECTION E

All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company.

SECTION F

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE XII - BEREAVEMENT LEAVE

Employees shall be entitled to paid bereavement leave as set forth in Appendix "H" attached hereto.

ARTICLE XIII - SHOP STEWARDS

SECTION A

Shop stewards shall be designated by the Union from the group they are to represent, and the Union will notify the Company of the duly designated shop steward(s) at each facility.

SECTION B

The shop stewards shall not interfere with management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

SECTION C

Prior to leaving the work area, a Shop Steward will request permission from the supervisor. Shop Stewards will not leave the work area during rush hours.

SECTION D

Shop Stewards shall be entitled to top seniority at the facility to the fullest extent allowed by law.

SECTION E

A telephone will be made available to the Shop Steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIV - REST PERIODS

An employee who is scheduled to work for not less than four (4) hours continuous hours on a shift shall be entitled to one paid ten (10) minute unscheduled rest period during each four (4) hours or part thereof.

ARTICLE XV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such recall to be by job classification. No new employees will be hired until all qualified, laid-off employees have been recalled, and all qualified, laid off employees have been offered the position (s) involved. However, a laid-off employee, may reject the offer, if it would require that employee to relocate, without loss of seniority and future right of recall.

ARTICLE XVI - WAGES

The schedule of effective wage rates and job classifications for employees is set forth in Appendix "A" attached hereto.

ARTICLE XVII - OVERTIME

SECTION A

One and one-half (1 1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours per week.

SECTION B

When a regular employee is called to work within two (2) hours of starting time of his next regular shift, he will receive two (2) hours pay at the applicable rates.

SECTION C

A regular employee who has completed his shift, has left the Company property and is thereafter called for work at any time prior to two (2) hours before his next scheduled shift, will be provided with four (4) hours of work or pay therefore at the applicable rate.

SECTION D

When an employee works more than eight (8) hours in any twenty-four (24) hour period due to a change in shift pursuant to his request, or in accordance with the regular rotation of employees, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.

SECTION E

When an employee other than a security guard works overtime beyond his shift, he will be entitled to a ten (10) minute rest period at the completion of his regular shift, and another such rest period at the completion of his tenth (10th) consecutive hour if he is required to work beyond ten (10) hours. On the same basis, similar rest periods will be provided after each additional two (2) hours worked. Such periods will be scheduled as near to the appointed time as practicable, subject to requirements of the service.

SECTION F

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate shift as equitably as practicable. Overtime lists will be made available to Shop Stewards on request. The Company will give as much notice of overtime as practicable.

SECTION G

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

SECTION H

For overtime purposes, a day is the twenty-four (24) hour period beginning with the daily starting time as set forth in the Company's contract with the Government.

SECTION I

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVIII - HEALTH AND WELFARE

The Company shall pay the Health and Welfare Benefits as set forth in Appendix "B" attached hereto.

ARTICLE XIX - VACATION

SECTION A

Employees shall be entitled to paid vacations as set forth in Appendix "C" attached hereto.

SECTION B

Vacations will not be accumulated from year to year, not taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company. The employee will be paid at the rate current when vacation was due.

SECTION C

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of Article XXI - Holidays.

SECTION D

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in case of emergency, a vacation period once assigned will not be cancelled by the Company except with agreement of the employee.

SECTION E

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

ARTICLE XX- SICK LEAVE

Sick leave will be paid as set forth in Appendix "F" attached hereto.

ARTICLE XXI- HOLIDAYS

SECTION A

Holidays for which every employee will be compensated at the hourly base rate of pay are set forth in Appendix "D" attached. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an

employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking 3/4 (30/40) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay. The term "normal work week", as used in this Section, shall refer to the week prior and closest to the week during which the holiday occurs and in which the employee worked his regular normal schedule.

SECTION B

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

SECTION C

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

SECTION D

When the Company requires work of any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company will select qualified employees to protect the work to be performed in reverse seniority; however, if too many volunteer, the Company will select qualified employees to protect the work in order of seniority.

SECTION E

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

SECTION F

No employee shall be eligible for a paid holiday unless the employee has worked his regularly scheduled day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, unless excused by the Company because medical leave, bereavement leave, or other good cause.

ARTICLE XXII- PENSION

The Company shall pay pension benefits as set forth in Appendix "I" attached hereto.

ARTICLE XXIII - UNIFORMS AND SAFETY EQUIPMENT

The contractor shall furnish all employees an adequate number of uniforms, minimum of three (3), without cost to the employee. When such uniforms are made of wash and wear material and may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. Worn out or faded uniforms not deemed appropriate to meet required standards, shall be exchanged or replaced as necessary, without cost to the employee. However, in instances where wash and wear uniforms are not furnished, all employees shall be entitled to an allowance for such laundering and maintaining Company furnished uniforms as set forth in Appendix "G" attached hereto. Such payments shall not be for more than eight (8) hours per day or forty (40) hours per week for each employee.

ARTICLE XXIV - JURY DUTY

An employee summoned to serve on a jury shall receive compensation as set forth in Appendix "E" attached hereto.

ARTICLE XXV - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

ARTICLE XXVI - NO STRIKE - NO LOCKOUT

SECTION A

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow down of operations.

SECTION B

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

SECTION C

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXVII - PICKET LINES

Refusal of an employee to cross a bona fide picket line established by a labor organization claiming to have a dispute with the Company and approved by the Union shall not be construed to be a breach of this Agreement. This provision **IS NOT** applicable to Security Guards.

ARTICLE XXVIII - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a Doctor orders the employee not to return to work.

ARTICLE XXIX - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where the United States Government requires immediate change. The Company will, however, negotiate with the Union concerning the effects of any such change.

The Union and Company recognize and will abide by Executive Orders 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, and regulations as amended.

ARTICLE XXX - GENERAL

SECTION A

This Agreement and the local addendum hereto, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by the Agreement. Any alteration or modification of this agreement must be made by and between the parties hereto and must be in writing.

SECTION B

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provision of this Agreement.

SECTION C

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

SECTION D

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subject to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

SECTION E

The Company shall provide bulletin board space at each facility for use by the Union.

SECTION F

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

SECTION G

In the event the U.S. Department of Labor determines that the wages and fringe benefits contained in any local addendum to this Agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the U.S. Department of Labor.

SECTION H

Subject to the express limitations of this Agreement, and any applicable local addendum hereto, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give prior notice to the Union before taking such actions. Nothing herein shall prevent individual employees, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

ARTICLE XXXI - DURATION

SECTION A

This agreement shall become effective November 1, 2013 and shall continue in full force and effect until October 31, 2016 and shall renew itself each successive November 1st thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

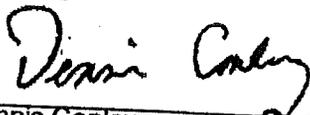
SECTION B.

For the purpose of negotiating changes in wages, group insurance contributions, sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefit programs, for a covered facility, the parties shall meet on or about June 1st of each contract year. If the parties are unable to reach agreement by August 15th, either party may terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of aug, 2013.

FOR THE UNION:

Industrial, Technical and Professional
Employees Union, OPEIU Local 4873,
AFL-CIO



Dennis Conley
Secretary/Treasurer

FOR THE COMPANY:

Meridian Food Service, LLC



Steve Grandonico
Director of Operations

Meridian Food
M

ces, LLC
NAS, MS
20 of 25

APPENDIX A – WAGES

	<u>Current:</u>	<u>Effective October 1, 2013</u>
Data Entry Clerk	\$13.92	\$14.17
Head Cook	\$12.12	\$12.37
Cook II	\$11.87	\$12.12
Cook I	\$11.12	\$11.37
Baker	\$11.87	\$12.12
Food Service Worker	\$10.37	\$10.62
Vegetable Preparation	\$10.52	\$10.77
Cashier	\$10.55	\$10.80
JOD	\$11.87	\$12.12

APPENDIX B – HEALTH & WELFARE

Current:

The Company shall contribute to the **ITPE Health and Welfare Fund** the sum of **three dollars and seventy-one cents (\$3.71) per hour** for all straight time hours worked plus all hours paid for vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health & Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPE Health and Welfare Fund.

Contributions for Family or Medical Leave

The Company shall contribute **three dollars and seventy-one cents (\$3.71) per hour** to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

EFFECTIVE OCTOBER 1, 2013:

The Company shall contribute to the **ITPEU Health and Welfare Fund** the sum of **three dollars and eighty-one cents (\$3.81) per hour** for all straight time hours worked plus all hours paid for vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Health & Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPEU Health and Welfare Fund.

Contributions for Family or Medical Leave

The Company shall contribute **three dollars and eighty-one cents (\$3.81) per hour** to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

APPENDIX C - VACATION

CURRENT & EFFECTIVE OCTOBER 1, 2013:

Two (2) weeks of paid vacation after one (1) year of continuous service with a contractor or successor contractor.

Three (3) weeks of paid vacation after five (5) years of continuous service with a contractor or successor contractor.

Four (4) weeks of paid vacation after ten (10) years of continuous service with a contractor or successor contractor.

APPENDIX D - HOLIDAYS

CURRENT AND EFFECTIVE OCTOBER 1, 2013:

New Years Day	Labor Day
Martin Luther King, JR's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

APPENDIX E - JURY DUTY

CURRENT & EFFECTIVE OCTOBER 1, 2013:

The employer shall compensate all employees who are called for Jury Duty Service for the difference between the amount of Jury Duty received and the amount the employee would have earned had he/she not served. It is understood that employees working a shift that the jury services does not conflict with, will be expected to report to work. The employee must furnish proof of jury service.

APPENDIX F - SICK LEAVE

CURRENT & EFFECTIVE OCTOBER 1, 2013:

Section A

All employees shall receive paid sick leave benefits accruable on the basis of one (1) day for each two (2) months worked. The maximum days earned per year will be six (6) days.

Section B

All accrued unused sick leave benefits shall be paid to all eligible employees in cash on September 30th of each year, or when the employee leaves the company's employ, whichever comes first.

Section C

No employee shall be eligible for paid sick leave until they have accrued a minimum of one (1) day. Any employee who voluntarily resigns from the employment of the company and having accrued less than one (1) day of sick leave, shall not be entitled to sick leave pay.

Section D

Upon applying for sick leave benefits, an employee may be required to furnish the company with a signed, bona-fide physician's statement attesting to the employee's physical condition and duty status.

The physician's statement must indicate that the employee was not able to work, describe the particular medical condition that prevents the employee from working, the time the employee is expected to be absent for recovery from the condition, and the date the employee can expect to return to work. The Company need not accept non-specific physician's statements that do not comply with the requirements set forth above.

Section E

It shall be a condition of qualifying for paid sick leave benefits that an employee calls either their immediate supervisor or company representative within a reasonable amount of time prior to their regular scheduled work period, advising of their intention to take sick leave, in order that the company may be obtain a temporary replacement.

APPENDIX G - UNIFORM ALLOWANCE

CURRENT & EFFECTIVE OCTOBER 1, 2013:

The Company shall provide a uniform allowance of fifteen (\$ 0.15) cents per hour worked for the laundering and maintenance of company-provided uniforms. However, in those instances where the uniforms furnished are made of "wash and wear" materials, and are routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, the company will not be required to reimburse the employees for uniform maintenance costs.

APPENDIX H - BEREAVEMENT LEAVE

CURRENT & EFFECTIVE OCTOBER 1, 2013:

In the instance of the death of a member of the immediate family of an employee, the company will grant a paid leave not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the family. A day's pay shall consist of the employee's regularly scheduled hours for the days during which the bereavement occurs, and shall be applicable only to those days within his regular workweek. The term "Immediate Family" as used herein shall consist of the following members only:

Mother, Father, Spouse, Children, Siblings, Grandparents and Grandchildren

No employee otherwise entitled to leave under this article shall receive such benefits unless he gives the Company reasonable notice before taking time off for bereavement purposes, and provides adequate documentation of his bereavement upon request of the Company. In order to qualify for bereavement, an employee must have completed the probationary period set forth.

APPENDIX I - PENSION

CURRENT:

The Company shall contribute to the ITPE Pension Fund the sum of **sixty cents (\$0.60) per hour** for all hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours per week, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPE Pension Fund.

EFFECTIVE OCTOBER 1, 2103

The Company shall contribute to the ITPEU Pension Fund the sum of **sixty cents (\$0.60) per hour** for all hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours per week, for each and every employee covered by this Agreement.

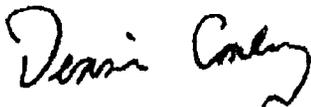
In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPEU Pension Fund.

In Witness Whereof, the parties hereto have hereunder set their hands and seals on the date first above written.

FOR THE UNION:

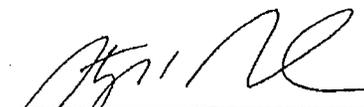
**Industrial, Technical and Professional
Employees Union, OPEIU Local 4873, AFL-CIO**



Dennis M. Conley
Secretary/Treasurer

FOR THE COMPANY:

Meridian Food Service, LLC



Steve Grandonico
Director of Operations

