

ARTICLE 1 - PURPOSE

This Agreement is between A&A, Inc. ("Employer") and the American Federation of Government Employees, AFL-CIO, Local 1869 ("Union"). The agreement:

- A. States the policies, procedures, and methods that govern working relationships between the employer and the union.
- B. Enhances efficient and economical operation.
- C. Strives to meet the following objectives:
 - (1) Encourage employee participation when developing and implementing personnel policies and procedures.
 - (2) Promote employee-management cooperation.
 - (3) Facilitate resolution of disputes, grievances and appeals.
 - (4) Present the agreement in clear and concise language.

ARTICLE 2 - RECOGNITION AND COVERAGE

SECTION 2.1 - RECOGNITION: The employer recognizes Local 1869 of the American Federation of Government Employees, AFL-CIO, as the exclusive bargaining representative under the provisions of the National Labor Relations Act ("Act") for all employees described in Section 2.2.

SECTION 2.2 - COVERAGE: The bargaining unit is composed of the following as certified by the National Labor Relations Board (NLRB), Case No. 11-RC-6166, effective November 25, 1996:

INCLUDED: All full time and regular part time general cleaners employed by the Employer at its facility located on Charleston Air Force Base, Charleston, South Carolina.

EXCLUDED: All office clerical employees, professional employees, guard and supervisors as defined in the Act.

SECTION 2.3 - SUCCESSORSHIP: Subject to the rules and decisions of the NLRB, the provisions of this agreement are binding on any newly established janitorial/general cleaning service operation(s) on Charleston Air Force Base under the authority of the employer and whose employees fall under the definition of the unit. If applicable and subject to provisions of the Act, a successor employer is obligated to recognize and bargain with exclusive representative before the business is transferred. The CAFB Contracting Officer is responsible for informing bidding employers of the existence of this agreement and the successor employer's obligations as defined in the Act.

ARTICLE 3 - UNION SECURITY

SECTION 3.1 - ENFORCEMENT: It is the desire of the parties to execute this agreement with the fullest union security permitted by state and federal law. As such, the provisions of this agreement apply with full force and effect. Any change to state or federal law permitting a greater degree of union security will automatically become a part of this agreement, effective immediately.

SECTION 3.2 - NEW EMPLOYEES: All new employees will be informed of the union. The union representative will be afforded an opportunity to meet with all new employees during break times. The purpose of this meeting is to give the employee a copy of this agreement and explain the rights and obligations contained therein.

SECTION 3.3 - NO DISCRIMINATION: Both parties agree that there will be no discrimination against employees based upon union membership or non-membership.

ARTICLE 4 - MUTUAL OBLIGATIONS

SECTION 4.1 - ADMINISTRATION: In all matters covered by this agreement, the employer, the union, and all bargaining unit employees are governed by existing or future state and federal laws. If this agreement, or any portion of it is found to be inconsistent with applicable laws, executive orders, or government wide regulations, such portions of the agreement will become null and void. The employer and union will negotiate such portions to bring it into conformance with change(s) however, all other portions not affected will remain in full force.

SECTION 4.2 - AGREEMENT: The employer and the union agree:

- A. to negotiate or consult as required by this agreement, appropriate laws, and executive orders:
 - (1) in good faith, and
 - (2) avoiding unnecessary delay.
- B. to solve problems through exchanging information and views.

SECTION 4.3 - NO DISCRIMINATION: There will be no discrimination by either the employer or the union against any employee because of race, color, creed, sex, age, religious or political affiliation, marital status, or handicapping condition.

SECTION 4.4 - UNION/EMPLOYER COOPERATION: At the request of either party a joint meeting will be held to confer on personnel policies and practices, condition of employment, administration of this agreement, or any other subject of mutual interest. These meetings will be held between the designated representative of the employer and a union official. By mutual consent, additional representatives may attend to present information or expertise. Prior to the meeting, the request party should submit an agenda.

ARTICLE 5 - EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 5.1 - RIGHTS: Subject to provisions of this agreement and applicable laws, the employer retains the right to hire, assign, direct to hire, adding, direct, transfer, promote, retain, and/or layoff employees in the company according to seniority; or to suspend, remove, demote in grade or pay, or take other disciplinary action against employees.

SECTION 5.2 - NEPOTISM AND FAVORITISM: The employer and the union recognize that nepotism and favoritism are not acceptable. The employer and/pr company official may not appoint, employ, promote or advance or advocate the appointment or employment of any relative that would result in any employee suffering an adverse impact.

- A. "Relative" means an individual related to the official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.
- B. Relatives are not prohibited from working in the same facility; however, such employment may be prohibited if there would be a conflict of interest or for other reasons which may be disruptive to work or interfere with operation. Consideration should be given to how the employer/employee relationship will be perceived by the work force as well as the general public.
- C. The employer will investigate substantive allegations of improper supervisor subordinate relationships made by the union or any employee and take corrective action if warranted.

SECTION 5.3 - NO REPRISAL: Subject to provisions of this agreement, the employer agrees that there will be no reprisal taken or discrimination against union members based on good faith application of the terms of this agreement.

ARTICLE 6 - EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 6.1 - RIGHTS: Each employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee is protected in the exercise of such right. Except as otherwise provided in the Act, state and federal law, or this agreement, eligible employees have the right:

- A. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the employer, his/her officials, the Congress, and other appropriate authorities, and
- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees in accordance with the Act, state and federal law, or this agreement.

SECTION 6.2 - UNION ASSISTANCE: Employees have the right to seek advice and assistance from the union. Employees have the right to contact and meet with a union representative during work hours, workload permitting, on matters affecting personnel policies, practices and working conditions.

SECTION 6.3 - POLYGRAPH TESTS: The employer will not require or suggest that an employee take a polygraph or any other form of lie detector test as a general condition of employment.

SECTION 6.4 - OTHER RIGHTS: Nothing in this article is intended to imply that all rights of unit employees are contained in this agreement.

ARTICLE 7 - UNION RIGHTS AND OBLIGATIONS

SECTION 7.1 - REPRESENTATIVE OBLIGATIONS: The representation rights and obligations of the union are as follows:

- A. As the exclusive representative, the union is entitled to act for and to negotiate agreements covering all employees in the unit.
- B. If requested, the union will represent any bargaining unit employee through the first two steps of the grievance procedure. The union has the right to invoke arbitration.

SECTION 7.2 - ACCESSIONS AND SEPARATIONS: The employer agrees to furnish the union with the names of all new employees after completion of the probationary period. The employer will also furnish the union a notice of all separated employees within the first week of separation.

SECTION 7.3 - EXCLUSIVE RECOGNITION CHALLENGE: The employer will notify the union in advance, and in writing if possible, of any scheduled meetings between the employer and officials of any other labor organization or special interest group. The union will be given the opportunity to be present at this meeting.

SECTION 7.4 - PROPOSED CHANGES: The employer will inform the union of any proposed change to personnel policies, practices, or conditions of employment affecting part or the unit or the unit as a whole. The union has the right to present its views to the employer either orally or in writing with respect to implementation of proposed changes. The presentation is considered part of the consultation and negotiation process as outlined in Article 8.

SECTION 7.5 - UNION BADGE: union stewards and officers are free to wear their union name badge on their person.

ARTICLE 8 - MATTERS SUBJECT TO NEGOTIATION

SECTION 8.1 - INFORMATION SHARING: In the spirit of mutual cooperation, this agreement encourages the exchange of ideas between the employer and the union on matters of interest to unit employees.

SECTION 8.2 - DEFINITION: In this agreement the term "negotiation" is defined as any dialogue either oral or written between the employer and the union on a specific issue(s). The objective is reaching mutual agreement regarding proposed implication of personnel policies, practices, and matters affecting the condition of employment to the extent permitted by applicable laws.

SECTION 8.3 - APPROPRIATE MATTERS: Matters appropriate for negotiation are personnel policies, practices, and other terms or conditions of employment. These matters include, but are not limited to, safety, training, labor-management relations, employee services, methods of adjusting grievances, leave, wages, hours or work, and promotion/demotion and disciplinary procedures.

SECTION 8.4 - OBLIGATION TO MEET: Any desired change(s) in matters affecting wages, hours, benefits, and/or other working conditions desired by either party will not be made without the parties meeting their obligation to bargain under provisions of the Act. The obligation to meet and negotiate in good faith includes the obligation:

- A. to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- B. to be represented at negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- C. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;
- D. to furnish to the exclusive representative upon request and to the extent not prohibited by law, data;
 - (1) which is normally maintained by the employer in the regular course of business and
 - (2) which is reasonably available and necessary for the full and proper discussion and understanding of subjects within the scope of collective bargaining; and
- E. if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

SECTION 8.5 - PAST PRACTICES: Any prior benefits, practices and understandings in effect on the implementation date of this agreement and not specifically covered by the agreement will remain in effect unless changed in accordance with this article.

SECTION 8.6 - PROPOSALS ON WORKING CONDITIONS: When the employer proposed a change in conditions of employment. The union has the right to present its views and suggestions and/or request negotiation. The union's input will be considered when developing and implementing the proposal. If the union does not present its views or request negotiations within ten (10) workdays after receipt of the proposed change, the employer may implement. If the union request negotiation, the parties will meet within ten (10) workdays or at a mutually acceptable time.

SECTION 8.7 - IMPASSE: Impasse procedures will be in accordance with provisions of the Act. All economic sanctions over disputes or impasses will be open to either party pursuant to the Act.

ARTICLE 9 - UNION REPRESENTATION

SECTION 9.1 - UNION REPRESENTATIVES: The union will furnish the employer with a list of union stewards and officers, and will notify the employer in writing of and change(s) in the list. A current list of steward will be posted in the permanent section of the employee's bulletin board.

SECTION 9.2 - REPRESENTATION FUNCTIONS: Time off from duty which is reasonable, necessary, and in the public interest, without charge to leave or loss of pay, will be granted to unit employees who have been duly elected or appointed as union officials or employee representatives. The representation functions for which time off is granted is as follows:

- A. to consult with supervisors and management officials on personnel policies and practice; and matters affecting working conditions;
- B. to receive, advise, investigate, and represent to conclusion employee's complaints or grievances; time to be cleared with the Project Manager.
- C. To represent an employee or the union, or to serve as an observer at a grievance or appeal hearing; time to be cleared by the Project Manager.

SECTION 9.3 - PROCEDURES FOR USE OF COMPENSABLE TIME: The Union Officer or steward will be excused by the supervisor to perform representation functions. Permission will be granted subject to workload requirement. The union official will inform his/her supervisor of the amount of time required and will notify the supervisor if the absence will be longer than estimated. Upon completion of the authorized representational duties, the union official will report back to the work area. If workload requirements preclude releasing the union official or steward at the time of the request, the official/steward will be released at the earliest opportunity. The union will guard against excessive time for such activities and will encourage all employees in the unit, stewards and officers to engage only in those activities authorized by this agreement.

SECTION 9.4 - UNION VISITS: The Union President and/or other duly designated union representative(s) may visit employee work areas at any time during working hours, provided such visit does not interfere with the employees duties. The union will notify the employer or Project Manager twenty-four (24) hours prior to entering the work area.

SECTION 9.5 - TRAINING: Workload permitting, the employer agrees to grant time off without pay for officers and stewards to attend union approved and/or sponsored training. Union request to attend training will be submitted by giving the employer two weeks advanced written notice.

SECTION 9.6 - COVENTIONS/MEETINGS: The employer agrees to grant time off without pay for union officers and stewards to attend labor conventions and meetings, workload permitting.

ARTICLE 10 - DUES WITHHOLDING

SECTION 10.1 - STANDARD FORM 1187: The "Request for Payroll Deduction For Labor Organization Dues" (SF 1187) is the only form unused to initiate dues withholding. The union is responsible for educating bargaining unit employees on the voluntary nature of the dues allotment program. The employee will receive a copy of the signed form if requested.

SECTION 10.2 - PAYROLL DEDUCTION: The employer deducts union dues from the pay of all eligible employees who voluntarily authorize deductions.

A. Deductions are made each payroll period when the following conditions have been met:

- (1) the employee initiates a SF 1187 supplied by the union;
- (2) the union completes and signs Section B of the SF 1187;
- (3) the union submits the SF 1187 to the employer's payroll office; and
- (4) the employee's earnings are sufficient to cover the amount of allotment.

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

SECTION 10.3 - TERMINATION OF ALLOTMENT:

A. Voluntary Termination: Employees may voluntarily terminate their allotment by submitting a request in writing to the union office. The allotment will terminate the first complete pay period *after dues withholding has been in effect for at least one year* provided the request is received during the pay period in which it is to be effective.\

B. Automatic Termination: An employee's allotment for union dues will be automatically terminated as of the next complete pay period in which the employer is notified of any of the following.

- (1) When the employee has been expelled or has ceased to be a member in good standing of the union. Notice of this action is promptly forwarding in writing to the employer by the union;
- (2) Separation, transfer, or other personnel action (except temporary promotion) of an employee from the bargaining unit; or
- (3) Loss of exclusive recognition by the union.

SECTION 10.4 - DUES DEDUCTION PAYMENT/LISTING: The employer will remit to the union all authorized deductions by the twentieth (20th) day of the month following that month during which deductions were made. The employer will also forward to the union a biweekly notice of the total amount of dues withheld. This notice contains the following:

- A. names and social security number of members,
- B. the amount of deductions, and
- C. names of members from who deductions previously authorized were not made with a reason for non-deduction.

SECTION 10.5 - PROCESSING FEE: The union agrees to pay the Employer a one time only fee of \$1.55 for each new employee dues allotment authorization processed after implementation the Agreement.

ARTICLE 11- BULLETIN BOARD

SECTION 11.1 - ACCEBILITY: The employer agrees to have a company and union bulletin board placed in an area easily accessible to and in full view of the employees. The union is responsible for providing the union bulletin board.

SECTION 11.2 - POSTINGS: The employer agrees to post the following information on employee/union bulletin boards:

- A. Vacancy notices- remain posted for five (5) workdays.
- B. Employee work schedule- posted one (1) week prior to the effective work date. Posted schedules are subject to change due to operational needs. The employer will notify employees of any changes as soon as possible.
- C. All company policies and regulations- posted as required.
- D. Union agreement - posted permanently.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

SECTION 12.1 - ASSIGNMENT: The employer agrees to assign work hours on a fair and equitable basis. Employees will be notified of the work schedule at least one (1) week prior to the effective date.

SECTION 12.2 - EMPLOYEE CALL BACK: Employees called into work outside their normally scheduled shift will be granted a minimum of two (2) hours pay.

SECTION 12.3: OVERTIME: Overtime is work required and approved to be performed in excess of forty (40) hours per week. The following provisions apply to assignment of overtime:

- A. **Pay.** Overtime pay will be in accordance with applicable laws and regulations. Overtime will be paid at one and one half times the regular rate of pay.
- B. **Assignment.** The employer may require an employee to perform overtime work. The employer will grant exceptions to assigning overtime if the employee demonstrates that overtime work would impair his/her health or the supervisor determines such assignment would cause extreme hardship to the employee or for other valid reasons.
- C. **Notification and authorization.** The employer will give as much notification as circumstances permit. No employee will be required to work overtime unless duly authorized, except where emergency conditions preclude advance authorization.
- D. **Distribution.** As a general rule, first consideration for overtime will be given to employees currently assigned to the job. When possible, overtime will be accomplished by volunteers. If there are no volunteers, overtime will be assigned by inverse order of seniority.

SECTION 12.4 - BREAKS AND MEAL PERIODS:

- A. **Breaks.** Employees will be granted a rest period or break of fifteen (15) minutes duration at or near the midpoint of each continuous four hours of work. Employees are on duty in a pay status during a rest period or break.
- B. **Meals.** Employees are authorized a thirty (30) minute non-compensable meal period to be taken at or near the midpoint of their scheduled shift.

ARTICLE 13 - HOLIDAYS

SECTION 13.1 - OBSERVED HOLIDAYS: Holidays will be observed per government observance. All bargaining unit employees are entitled to the following holiday off with pay:

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

ARTICLE 14 - WAGES

SECTION 14.1 - CLASSIFICATION AND WAGES: Classification and wages will be as follows:

left out on purpose to protect your personal information.

Call Union Office for
Details. This section 843-552-8249

SECTION 14.2 - TEMPORARY ASSIGNMENTS: When an employee is assigned to perform duties of a higher classification for more than seven (7) calendar days, the employee will be paid the higher rate of pay for the entire period worked in that classification.

SECTION 14.3 - PAY PERIODS: *Currently* payroll periods are every two weeks. *Effective beginning pay period 1-15 May 02*, payroll periods will be the fifteenth (15th) and the thirtieth (30th) of each month. If the pay date falls on a holiday, employees will be paid on the holiday or the regular workday after the holiday. The employer agrees to notify the union thirty (30) days in advance of any change to the pay period. The union has the right to negotiate the change in accordance with Article 8 of this Agreement.

SECTION 14.4 - POV USAGE: Employees are not required to use their POV for work related reasons.

ARTICLE 15 - PAID BENEFITS

SECTION 15.1 - HEALTH AND WELFARE: *Currently* the employer pays one dollar and no cents (\$1.00) per hour for Health and Welfare. *Effective pay period beginning 115 May 2002*, the employer agrees to pay one dollar and thirty-nine cents (\$1.39) per hour Health and Welfare to all bargaining unit employees for all hours worked, including vacation and holidays. Any changes to Health and Welfare are subject to negotiation.

SECTION 15.2 - RETIREMENT PLAN: Currently the employer pays sixty-three cents (\$.63) per hour worked for each union member to the union sponsored pension plan. The employer agrees to continue payment of this amount.

SECTION 15.3 - UNION/EMPLOYER OBLIGATIONS: In executing this agreement, both parties agree to be bound by any terms and conditions required through establishment of Health and Welfare and Pension coverage.

ARTICLE 16 - PROBATION AND SENORITY

SECTION 16.1 - DEFINITIONS:

- A. **Probation.** Each new employee has a sixty (60) day probationary period. During probation employees are not entitled to paid benefits, leave, and grievance procedures as described in this agreement. Upon completion of the probationary period, seniority begins from date of hire.
- B. **Seniority.** Seniority is defined as the greatest length of service the employee has at the installation in a similar scope of work, regardless of the particular employer.

SECTION 16.2 - LISTING: The employer will prepare a complete seniority list of all bargaining unit employees at the installation in a similar scope of work' showing the employee's name, position classification, and date of hire. A copy of this list will be furnished to the union upon request, but no more frequently than twice each year.

SECTION 16.3 - LOSS OF SENIORITY: Seniority of an employee who leaves the employer to accept work elsewhere will cease. Seniority of an employee discharged for just cause will cease as of the date of discharge, unless the employee is reinstated through adjudication of the action.

ARTICLE 17 - VACATION LEAVE

SECTION 17.1 - PURPOSE: Vacation time is the right of the employee. All regular employees will receive vacation with pay in accordance with the following schedule:

After one (1) year of uninterrupted service	After	2 weeks
eight (8) years of uninterrupted service	After	3 weeks
fifteen (15) years of uninterrupted service		4 weeks

SECTION 17.2 - COMPUTING SERVICE TIME: For purposes of this Article, service time is computed from the employee's date of hire each anniversary date.

SECTION 17.3 - SCHEDULING: Vacation time may be used in increment of one (1) day, work permitting and approved by the supervisor, under the following conditions:

- A. For period of less than one (1) week, the employee will give at least fourteen (14) days advance notification.
- B. For periods of one (1) week or more, the employee will give the employer at least thirty (30) days advance notification.
- C. The vacation period runs from the employee's anniversary date to anniversary date. When establishing a leave schedule, the employer will give full consideration to the employee's preferred vacation period. If scheduling conflicts occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the conflict will be resolved by using operating needs, skills available, and employee's seniority as determining factors. The senior employee may exercise seniority preference for vacation leave *only once per year*.

SECTION 17.4 - VACATION PAY: For pay purposes, vacation time is computed by multiplying the average daily hours worked by the number of vacation days due. If requested, employees will receive vacation pay prior to taking the leave, however, no payment may be made prior to their anniversary date. An employee leaving the services of the company for any reason will receive all earned unused vacation pay. If the company consents, the employee may elect not to take his/her vacation, in which case he/she will receive pay in lieu thereof on the anniversary date of his employment.

ARTICLE 18 - SICK LEAVE

SECTION 18.1 - PURPOSE: *Currently no sick leave is provided. Sick leave will be in effect as of the pay period beginning 1-15 May 02.* Sick leave is a qualified right of the employee. Sick leave is accrued at the rate of three-fourths (3/4) day per month with a maximum accumulation of nine (9) days per year. Upon request and in an amount not to exceed sick leave accrual, all regular employees will be granted paid sick leave when they:

- A. receive medical, dental, or optical examination or treatment;
- B. are incapacitated for the performance of duties by sickness, injury, or pregnancy confinement;
- C. are required to give care and attendance to a family member or for purposes relating to the death of a family member;
- D. would jeopardize the health of others because of exposure to a contagious disease; or
- E. participate in a drug or alcohol counseling or rehabilitation program.

SECTION 18.2 - NOTIFICATION: Employees unable to work because of injury, illness, or pregnancy confinement will contact their immediate supervisor or designated alternate as soon as possible, normally four (4) hours prior to their schedule shift, to request leave of absence (sick leave) unless emergency conditions preclude advance notification. Employees unable to contact the supervisor personally because of incapacitation, she/he may designate someone else to do so. The same notification procedures apply to employees who become sick or injured while on duty.

SECTION 18.3 - MEDICAL CERTIFICATION: An employee absent from work on sick leave for three consecutive days or less will not be required to furnish a doctor's certification to substantiate the need for leave. The employer may require an employee absent from work on sick leave for more than three consecutive days and under a doctor's care to furnish a doctor's certificate.

- A. **Return to Normal Duties.** An employee returning from sick leave will not routinely be required to provide a doctor's certification as a condition for resuming normal duties. If there is reason to doubt the employee's ability to resume normal duties without personal risk and/or risk to others, the employer may require a medical certificate from the employee's physician releasing the employee to resume normal duties and/or stating work restrictions.
- B. **Light Duty.** If recommended by an attending doctor, the immediate supervisor will assign light duty, normally not to exceed three (3) months. Light duty assignments may be extended by mutual agreement between the supervisor and the employee. Light duty will be assigned if it:
 - (1) is available;
 - (2) is of productive use to the employer'
 - (3) does not conflict with the employee's medical restrictions; and (4)
 - does not pose a safety or health hazard to others.

SECTION 18.4 - SICK LEAVE ABUSE: an employee may be required to furnish a doctor's certificate to substantiate each period of sick leave in cases of suspected abuse as follows:

- A. Prior to requiring a doctor's certificate, the following steps are taken:
 - (1) The supervisor identifies a behavior pattern causing suspicion of abuse.
 - (2) If substantiated, the supervisor counsels the employee and records the counseling in the employee's on-site personnel file.
 - (3) If after a three (3) month evaluation period there is no suspected sick leave abuse, the counseling entry is removed from the employee's file.
- B. If the suspected abuse continues at any time during the three (3) month evaluation period, the employee is officially notified in writing of the requirement to furnish a doctor's certificate for each period of sick leave (Sick Leave Abuse Letter). The supervisor will then review the employee's sick leave record every six (6) months.
 - (1) If, during the evaluation, the employee complies with Sick Leave Abuse Letter, the requirement for the doctor's certificate is discontinued. The leave abuse letter will remain in the employee's record for six (6) months

- (2) If the employee failed to comply with the Sick Leave Abuse Letter, further action may be taken.

SECTION 18.5 - UNUSED SICK LEAVE: When an employee leaves the services of the employer, the employee will receive full pay for all unused sick leave with the final paycheck.

ARTICLE 19 - OTHER TYPES OF LEAVE

SECTION 19.1 - COURT LEAVE: Employees summoned to service on a jury on their regular scheduled work day will be paid the difference between the amount they receive for jury duty and their usual rate of pay. In order to be eligible for the compensation, employees must furnish to the employer a written statement from the clerk of court showing that they were summoned and the amount of compensation received from jury duty.

SECTION 19.2 - MILITARY LEAVE: Military leave is absence from the employee's civilian position to perform military duty.

- A. Employees entering military service of the United States during the life of this agreement will be placed on military leave of absence in accordance with provisions of the Universal Military Training and Service Act. Employees will retain their seniority while in such service and be returned to their former positions, if it still exists, upon honorable discharge from service, provided they are physically and mentally capable of working.
- B. An employee with sixty (60) days of continuous service who is a member of the military reserve unit and who was 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.
- C. An employee applying for leave under this article will give the employer at least ten (10) workdays notice prior to reporting date, if possible.

SECTION 19.3 - LEAVE OF ABSENCE: LOA is a temporary nonpay status and absence from duty requested by employee. A request for LOA must be submitted in writing, supported by appropriate medical certification and approved in writing by the employer. One copy of the request is given to the employer, one to the union, and one if retained by the employee. An employee's seniority will be bridged, but the employee will not continue to accrue seniority during the LOA other than for military service.

- A. Employees with sixty (60) days of continuous service may be granted medical leave of absence, without pay, not to exceed the length of their seniority or one year, whichever is shorter. A request for medical LOA must be accompanied by a physician's statement describing the medical reason necessitating the leave, the length of time required for the leave and the date the employee should expect to return to work.

- B. All LOA's will be specific designated period of time. An employee may return to work earlier than specified, but only with the consent of the employer. The leave may be extended only with the employer's written permission.
- C. If the LOA is for an on-the-job injury, the leave will continue until the employee is either released to return to duty or determined by a physician to be incapacitated for future work at the installation. All time spent in leave without pay for an on-the-job injury will be credited toward seniority.
- D. Any employee who becomes employed without explicit permission of the employer while on LOA will be considered to have resigned. However, the employer agrees to grant permission upon doctor's certification that the work performed meets the employee's medical limitations.
- E. Upon returning from LOA, the employee will be returned to work if a position is available for which he can qualify in his job classification, on the basis of seniority. If a position in the employee's job classification for which he qualifies is not available the employee will be permitted to work in any available position in a lower paid job classification.

SECTION 19.4 - BEREAVEMENT LEAVE: *Currently does not exist in CBA. Bereavement leave will become effective pay period beginning 1-15 May Oct 2002.* In the instance of the death of a member of the immediate family of a regular employee occurring after the completion of the employee's probationary period, the employer will grant a paid leave of not to exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangements pertaining to the burial of such members of the family. A day's pay will consist of the employee's regular base rate for the hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to the days within his/her regular work week. The term "immediate family" as used herein is defined as consisting of the following members only: **Mother, Father, Spouse, Children, Grandparents and Grandchildren.** No employee otherwise entitled to bereavement leave under this Article shall receive such benefits unless he/she gives reasonable notice to the employer prior to taking time off for bereavement purposed and provides appropriate documentation of his/her bereavement upon the request of the employer. In order to qualify for bereavement leave, an employee must have completed the probationary period set forth herein.

ARTICLE 20 - POSITION DESCRIPTION

SECTION 20.1 - PURPOSE: The purpose of a position description (PD) is to describe the primary assigned duties and responsibilities of the position for pay and classification purposes.

SECTION 20.2 - EMPLOYEE RIGHTS: Employees are entitled to know the duties and responsibilities of their positions. Therefore, a copy of the PD will be furnished to each employee when assigned to a position.

ARTICLE 21- EMPLOYEE TRAINING AND EVALUATION

SECTION 21.1: The employer will provide all necessary training required for employees to accomplish assigned tasks. This training includes, but not limited to, safety procedures, food handling, funds handling, and equipment maintenance/operation. The employee will be in a duty status when completing required training.

ARTICLE 22 - EQUAL EMPLOYEMENT OPPORTUNNTY (EEO)

SECTION 22.1: The employer and the union will cooperate to provide equal employment opportunity to all persons. EEO complaints will be handled in accordance with procedures set forth by state and federal laws, rules, and regulations.

ARTICLE 23 - LAYOFFS AND RECALLS

SECTION 23.1 - NOTIFICATION: The employer will provide written notification to the union in advance of any proposed layoff. In the event of a layoff, the least senior employee will be laid off prior to employees with more seniority in the job classification. The employer will recall laid off employees in reverse order of their layoff. Employees will inform the employer, in writing, of any change of address if they want to be considered for re-employment. Senior employees may exercise their seniority rights by taking an available job in a lower job classification.

SECTION 23.2 - AFFECT ON SENIORITY: An employee will lose seniority rights during a layoff for the following reasons:

- A. The employee quits the job.
- B. The employee is discharged for cause.
- C. The employee fails to report to work within five (5) workdays after recalled, unless satisfactory reasons given and approved by the employer.
- D. The employee is laid off for a period exceeding (1) year.

ARTICLE 24 - STRIKES, LOCKOUTS, AND PICKETING

SECTION 24.1: Any strike, lockout, or picketing activity will be conducted in accordance with applicable laws.

ARTICLE 25 - HEALTH AND SAEFTY

SECTION 25.1 - OBJECTIVES: Work practices and conditions pertaining to health and safety are included in 29 CFR 1960, Executive Order 12196, Occupational Safety and Health Act (OSHA)/Air Force Occupational Safety and Health (AFOSH) regulations and other applicable laws, rules, and regulations.

A. The employer will:

- (1) make every effort to provide and maintain safe working conditions; (2) provide procedures and encourage prompt reporting of all accidents, injuries, and hazards; and
- (3) advise employees that they are entitled to injury compensation benefits when injured on the job, in accordance with the employer's worker's compensation.

B. The union will encourage employees to:

- (1) conscientiously abide by established safety rules, regulations, and directives;
- (2) report to their supervisor any known hazardous condition or procedure;
- (3) report job-related injuries or illness, no matter how minor, to their supervisor immediately and promptly complete the appropriate forms, and
- (4) take such individual action as is necessary to comply with medical and safety advice and restrictions.

SECTION 25.2 - ON THE JOB INJURY/WORKER'S COMPENSATION: The employer is responsible for:

- A. Providing the required Worker's Compensation forms to employees who, in turn provide them to the Medical Treatment Facility of private physician. At no time will this requirement impede and employee from receiving prompt medical attention.
- B. Providing appropriate instructions to employee, which will facilitate timely claim submission.
- C. Processing claims in accordance with applicable state and federal laws, rules, and regulations.

ARTICLE 26 - CONDUCT AND DISCIPLINE

SECTION 26.1 - PURPOSE AND POLICY: The purpose of discipline is to maintain good order and morale. Supervisors and managers have the authority to maintain proper conduct among their employees. Any disciplinary action taken should only be for just cause. No employee will be discharged without just cause. The employer will use progressive discipline to correct and improve employee behavior.

SECTION 26.2 - DISCIPLINARY ACTIONS: Disciplinary actions are identified and described in the Employer's Policy and Procedures Handbook furnished to each employee at time of hire. All reprimands and discharges will be in writing and will be signed by the Project Manager.

SECTION 26.3 - EXAMINATION OF FACTS: The supervisor will attempt to ascertain pertinent facts, both for and against employee, before taking disciplinary action. If the supervisor determines that disciplinary action is appropriate, the employee will be advised.

SECTION 26.4 - DISCUSSIONS: If the supervisor has reason to counsel or orally admonish an employee, or discuss other disciplinary action, it will be done in a private manner that will minimize embarrassment in front of other people. Prior to an interview or discussion which may contain the topic of discipline or which could lead to disciplinary action, the employer will inform the employee of the right to union representation. If the employee requests representation, the meeting will not start until the union representative is present.

SECTION 26.5 - INITIATION OF ACTION: Disciplinary action will be initiated within thirty (30) calendar days after an event warranting such discipline, or of the supervisor becoming aware of the event.

ARTICLE 27 - GRIEVANCE PROCEDURE

SECTION 27.1 - DEFINITION: A grievance is defined as any complaint by an employee, the union or the employer concerning any condition of employment or any alleged misinterpretation, application, or violation of this agreement.

SECTION 27.2 - RIGHT TO GRIEVE: Most complaints can be settled promptly and satisfactorily on an informal basis with the immediate supervisor. The employer and the union will make every effort to settle complaints at the lowest level possible. Filing a grievance will not reflect unfavorably on an employee's good standing, performance, or loyalty to the company.

SECTION 27.3 - REPRESENTATION: Any employee or group of employees in the bargaining unit may present a grievance to the employer. Employees who do not wish union representation may choose a nonunion representative or represent themselves. However, the union has the right to be present at all grievance meetings to protect the interests of other employees in the bargaining unit and maintain contract compliance.

SECTION 27.4 - ACCESS TO INFORMATION/DOCUMENTATION: The employer, union and/or the employee will produce relevant documents specifically requested for the purpose of substantiating or refuting claims of the parties.

SECTION 27.5 - WITNESSES: For the purpose of this Article, a witness is defined as any person(s) who has information pertaining to an alleged incident giving rise to a grievance. Either party may interview or consult privately with any witness in connection with a grievance. However, the union will conduct its interview during non-duty hours. The employer will arrange for witnessed employees at Charleston AFB to appear at hearings or meetings scheduled in connection with a grievance.

SECTION 27.6 - ADHERENCE TO TIME LIMITS: The time limits specified in the grievance procedure are critical to prompt and effective problem resolution. Time limits must be met; however, they may be extended by mutual consent.

SECTION 27.7 - GRIEVANCE PROCEDURE:

A. Step 1 - Informal Grievance

- (1) An employee must bring a grievance to the company's project manager, in writing, within ten (10) calendar days after the event that gave rise to the grievance, or the date the employee became aware of the event.
- (2) The project manager, the employee, and the union shop steward or other union representative will meet and discuss the grievance within five (5) calendar days after receipt of the written grievance.
- (3) The project manager will render a decision, in writing, within ten (10) calendar days after the grievance discussion.

B Step 2 - Formal Grievance

- (1) If the grievance is not resolved at Step 1, the employee and/or union representative has ten (10) calendar days from the date of the decision to present the grievance to the company president or designee.
- (2) The Step 2 grievance will be in writing and contain:
 - a. employee's name, duty/home number, and address
 - b. representative's name, duty phone, and address;
 - c. specific nature of the grievance (time, place, date of event, ect);
 - d. efforts made to resolve the grievance under Step 1 and the decision rendered;
 - e. the contractual provision(s) allegedly violated, if applicable;
and
 - f. remedy or corrective action desired.
- (3) The company president or designee will render a written decision within ten (10) calendar days of receiving the formal grievance. If necessary in more complex cases such as termination of employment or other serious issues, either party may request a teleconference or meeting to discuss and resolve relevant facts in connection with the grievance. Meetings will be held on the Charleston Air Force Base at a mutually agreeable date and time.
- (4) A written decision will be rendered within ten (10) calendar days after the receipt of the formal grievance or after the grievance discussion, whichever is later.

SECTION 27.8 - UNION OR EMPLOYER INITIATED GRIEVANCE: union or employer initiated grievances will be presented within fifteen (15) calendar days of the occurrence of the event or action. The grievance will be presented at the level with the authority to address the concerns. Grievances may be presented using the above procedure or as a single step before arbitration at the Chief Company Officer (or designee)/Union President level.

ARTICLE 28 - ARBITRATION

SECTION 28.1 - ARBITRATION: Only the union or employer may take a grievance to arbitration. In the event the parties cannot settle a grievance, written request for arbitration must be served within thirty (30) calendar days following conclusion of the grievance procedure.

SECTION 28.2 - PROCEDURES:

- A. **Selecting an Arbitrator.** Within ten (10) calendar days after invoking arbitration, the parties jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of this list, the parties will meet as soon as possible, but no later than thirty (30) calendar days, to select an arbitrator. If they can not agree on an arbitrator from the list, they flip a coin (once) and begin alternately striking names from the list, loser strikes first. The remaining name is the selected arbitrator. Should either party unreasonably delay or refuse to cooperate in the selection of the arbitrator, the FMCS will be authorized to appoint the arbitrator selected by the moving party.
- B. **Joint Submission** of the Issue(s). Within ten (10) calendar days after the selection of the arbitrator, the parties will propose a joint submission of the issue(s) to be decided. If the parties are unable to agree on a joint submission, each party reserves the right to submit its own statement of the issues to the arbitrator.
- C. **Arbitration Hearing.** The hearing is an oral proceeding with written briefs after the hearing. Arbitration hearings will be held on a mutually agreeable date during the regular day shift hours of the basic work week.
 - (1) The arbitrator makes all arbitrarily determinations. If either party declares an issue non-arbitral or untimely, the arbitrator will hear arguments regarding both the arbitrability and merits of the case at the same hearing.
 - (2) If either party desires a transcript, that party is responsible for the full cost of the transcript.
 - (3) The grievant(s) and any witness (es) which are employed by the employer will be on official time for presentation of the case.

SECTION 28.3 - COST OF ARBITRATION: The fees and expensed of the arbitrator are shared equally by the employer and the union.

SECTION 28.4 - ARBITRATOR'S DECISION: The decision of the arbitrator is final and binding upon the parties. Any dispute over application of an arbitrator's award will be returned to the arbitrator for settlement. Either party may file an exception to an award with the National Labor Relations Board (NLRB) in accordance with applicable laws. Any changes in existing conditions required by the award will not be implemented until NLRB renders a decision.

ARTICLE 29 - PUBLICATION AND DISTRIBUTION

SECTION 29.1: The employer and the union determined format, font, and cover style of this agreement. Printing will be done only after both parties agree to the correct copy. The employer and the union will be responsible for the cost of printing and reproducing ten (10) copies each of the final agreement. The union is responsible for distributing this agreement to all employees.

ARTICLE 30 - EXECUTION, AMENDMENT, AND DURATION OF AGREEMENT

SECTION 30.1 - DURATION: This agreement remains in effect for two (2) years from the date it is approved.

SECTION 30.2 - CHANGES TO SPECIFIC SECTIONS: This agreement may be reopened for amendment under the following conditions.

- A. **Specific Changes.** Specific portions of the Agreement may be reopened by mutual consent provided written notification is given. The parties will meet within thirty (30) calendar days after notification to begin negotiations.
- B. **Wages and Benefits.** The union or the employer may reopen this Agreement within sixty (60) calendar days after notification to begin negotiations.
- C. **Revisions.** Either party may reopen this Agreement for revisions between the sixtieth (60th) and the ninetieth (90th) days prior to the anniversary date. Notification must be in writing.

SECTION 30.3 - AUTOMATIC RENEWAL: This Agreement is automatically renewed for successive periods of one year unless either party gives written notice to the other of its intention to reopen and negotiate in accordance with Section 30.2.

THIS AGREEMENT IS HEREBY SIGNED AND EXECUTED

THIS ~ DAY OF NOVEMBER, 2001

BETWEEN

A & A CLEANING, INC AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1869

THIS AGREEMENT IS HEREBY SIGNED AND EXECUTED

THIS 16 DAY OF NOVEMBER, 2001

BETWEEN

A & A CLEANING, INC AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1869

FOR THE COMPANY:

FOR THE UNION:

Albert C. Matlock

Trudy A. Pendergast

President

TRUDY A. PENDERGAST
President

WITNESSES:

A. Wooten

Debra Evans

DEBRA EVANS
3rd Vice President