

**AGREEMENT
BETWEEN**

**Training Rehabilitation And
Career Evaluation
(TRACE)**

AND

**LOCAL UNION NO. 351
INTERNATIONAL UNION OF
OPERATING ENGINEERS AFL-CIO,**

FORT BLISS, TX

**July 1, 2011
TO
June 30, 2014**

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	SCOPE	1
ARTICLE 3	INDIVIDUAL AGREEMENTS	1
ARTICLE 4	SUCCESSORS, ASSIGNEES, LEASEES	2
ARTICLE 5	NO STRIKE – NO LOCKOUT	2
ARTICLE 6	MINIMUM CLAUSE	3
ARTICLE 7	BARGAINING UNIT WORK JURISDICTION	3
ARTICLE 8	SENIORITY	3
ARTICLE 9	POLYGRAPH TESTS	5
ARTICLE 10	BULLETIN BOARD	5
ARTICLE 11	JOB REFERRAL	5
ARTICLE 12	JOB BIDDING AND POSTING	5
ARTICLE 13	NO DISCRIMINATION	6
ARTICLE 14	UNION SECURITY	6
ARTICLE 15	CHECK-OFF	6
ARTICLE 16	MEETINGS	7
ARTICLE 17	PAY DAYS	7
ARTICLE 18	TIME RECORDS	7
ARTICLE 19	FREE WORK PROHIBITION	8
ARTICLE 20	WORK SCHEDULE	8
ARTICLE 21	WORKING HOURS AND OVERTIME	8
ARTICLE 22	SPLIT SHIFTS	8
ARTICLE 23	REPLACEMENT AND ADDITIONAL HOURS CALL IN	8

		<u>PAGE</u>
ARTICLE 24	AVAILABLE AND ADDITIONAL HOURS	8
ARTICLE 25	LUNCH PERIOD	9
ARTICLE 26	REST PERIOD	9
ARTICLE 27	HOLIDAYS	9
ARTICLE 28	VACATIONS	10
ARTICLE 29	WAGES H & W BENEFIT PROGRAM	11
ARTICLE 30	WAGE RATE CLASSIFICATION	11
ARTICLE 31	INJURED ON JOB	11
ARTICLE 32	SICK LEAVE	11
ARTICLE 33	BEREAVEMENT LEAVE	12
ARTICLE 34	LEAVE OF ABSENCE	13
ARTICLE 35	PROMOTION	14
ARTICLE 36	SAVINGS CLAUSE	14
ARTICLE 37	SHOP STEWARDS	14
ARTICLE 38	NEW UNITS	15
ARTICLE 39	DISCHARGES AND SEVERANCE NOTICE	15
ARTICLE 40	WARNING NOTICES	16
ARTICLE 41	GRIEVANCE AND ARBITRATION	17
ARTICLE 42	ARBITRATION	18
ARTICLE 43	TERM OF AGREEMENT	19
IN WITNESS WHEREOF, SIGNATURE PAGE		19

	PAGE
SCHEDULE "A" JOB CLASSIFICATION AND WAGES	20
SCHEDULE "B" HEALTH & WELFARE AND PENSION	21

COLLECTIVE BARGAINING AGREEMENT

LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO, hereinafter collectively referred to as “the Union”, and Training Rehabilitation and Career Enhancement, in Boise, Idaho hereafter referred to as “the Employer”, have agreed as follows:

ARTICLE 1. RECOGNITION

1.1 Employer recognizes LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO as the sole Collective Bargaining Agent for all employees within the scope of this agreement.

ARTICLE 2. SCOPE

2.1 All employees of all present and future commissary stores and warehouses located at Fort Bliss, TX commissary including all employees in said stores or warehouses who are actively engaged in the handling of merchandise, products, or services or the performance of other services incidental hereto including janitorial, excluding office clerical, confidential, maintenance, drivers and supervisory employees as defined in the National Labor Relations Act as amended.

2.2 During the term of this agreement and any extensions hereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this agreement.

2.3 The employer retains all rights not surrendered herein to manage, control, operate or regulate its business and its work force including, but not limited to, the right to schedule work and time off as it sees fit.

2.4 The Union recognizes Trace Inc.’s mission to obtain Service Contract Act Services which allow employment of the disabled under the auspices of the Javits-Wagner-O’Day Act (JWOD) and the Committee for Purchase From People Who Are Blind or Severely Disabled to the maximum extent practical and recognizes the requirement for hiring and giving work precedence to disabled employees. The JWOD Act requires that a minimum of 75% of the direct labor hours be given to individuals who have furnished acceptable certification of disability. As a result of this requirement, it may become necessary for a disabled employee with less Union seniority to be given precedence over a non-disabled employee with more Union seniority with regards to the number of direct labor hours worked.

ARTICLE 3. INDIVIDUAL AGREEMENTS

3.1 The employer agrees that no employee shall be compelled or allowed to enter into any agreement individually or collectively, verbally or in writing, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE 4. SUCCESSORS, ASSIGNEES, LEASEES

4.1 This agreement and any supplements or amendments thereto, hereinafter referred to collectively as "AGREEMENT" shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event the employer's business is, in whole or in part, sold, leased, transferred or taken over by sale, lease, assignment, transfer, receivership or bankruptcy proceeding, such business and operation shall continue to be subject to the terms and conditions of this agreement for the life hereof.

4.2 It is understood by this provision that the parties here shall not use any leasing or other transfer device to a third party to evade this agreement. The employer shall give notice of the existence of this agreement and this provision to any purchases, transferee, lessee, assignee, etc., of the business and operation covered by this agreement or any part thereof. Such notice shall be in writing with a copy to the union at the time the seller, transferor, or lessor, executes a contract of transaction as herein described. The union shall be advised of the exact nature of the transaction, not including financial details.

ARTICLE 5. NO STRIKE OR LOCKOUT

5.1 No Strikes. There shall be no strikes, slowdowns, stoppages, overtime boycotts, picketing, or any other form of cessation of or interference with the Employer's operations by the Union or employees during the term of this Agreement, regardless of whether such conduct is based upon claimed or real unfair labor practices committed by the Employer or because of an alleged violation of this Agreement, whether or not subject to the grievance and arbitration provisions, or because of any other labor dispute whether or not the Employer is involved.

5.2 Picket Lines. The parties recognize the competitive nature of the Employer's business and their responsibilities to insure that there is no interference with the operations of the Employer during the term of this Agreement. Therefore, the Union agrees that it will not refuse to handle the goods or merchandise or enter the premises of any employer whose employees are on strike, or any employer with whom any union has a dispute, or permit any member of the Union to picket the Employer for any reason or refuse to encourage its members to continue working in the event such picketing occurs.

5.3 Employee Violation of this Section. Any employee or employees who violate the terms of this Section shall be subject to disciplinary action up to and including discharge. The Employer may discipline any or all employees violating the terms of this Section in varying degrees without such discipline being considered discriminatory. Any disciplinary action imposed by the Employer for a violation of this Section shall be subject to the arbitration provisions of this Agreement only with respect to the question of whether such employee or employees participated in a violation of this Section and not with respect to the penalty imposed.

5.4 No Lockouts. There shall be no lockouts by the Employer during the term of this Agreement. The term "lockout" shall not include the laying off of employees because of lack of work, changes in production methods or procedures or because of a strike or picketing by non-bargaining unit employees or any other reason or reasons beyond the Employer's control.

ARTICLE 6. MINIMUM CLAUSE

6.1 The wages, hours and working conditions established in contract will be the minimum allowed. The employer may place superior wages, hours or working conditions into effect upon notification to the union.

ARTICLE 7 BARGAINING UNIT WORK JURISDICTION

7.1 Only members of the bargaining unit and four (4) service contract managers shall handle or stock merchandise or perform janitorial services in the service contract area. It is understood that the above shall not apply in new stores or department(s) during the first week after the store or department(s) is opened.

ARTICLE 8. SENIORITY

8.1 The employer agrees to recognize the seniority of each individual employed under the terms of this agreement. Seniority shall be company wide with the employer within the county of Bexar, and shall date from the individuals most recent date of employment with the employer, except as provided below.

8.2 Employees shall not attain seniority until Ninety (90) days, after employment. Initially, seniority shall be defined as the individuals length of service with the U.S. Government service contract vendors providing service in the area of commissary stocking or janitorial work *Effective September 30, 2004* for employees hired on or after that date, seniority will revert to the employees date of hire except as provided below. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose month and date of birth is closest to January 1, within the calendar year, shall have the greatest seniority. If an employee is returned to work after an approved leave of absence or in accordance with *Leave of Absence, Article 33*, layoff of less than six (6) months, the seniority of such employee shall not be broken by such illness or layoff.

8.3 The employer and the union agree that seniority in the Local/contract shall govern in layoffs (last hired, first laid off), reduction of hours, holidays, Sunday work, vacation and availability of hours including overtime hours available and rehiring employees who have been laid off due to lack of business will be rehired in accordance with seniority. Disability will prevail over seniority with respect to paragraph 2.4.

8.4 Disability, ability and seniority being equal, shall prevail per job classification in case of layoff, increasing of hours and decreasing of hours, increasing or reduction of the workforce, holidays, Sunday work, vacation and including overtime hours available. The youngest employee(s) in point of service shall be the first reduced to layoff before a senior employee is reduced in hours. In case of recall, the oldest employee in point of service laid off, shall be the first reinstated. All layoff time shall be credited as accumulated service to the employee affected. This paragraph is in effect with respect to paragraph 2.4.

8.5 Involuntary and voluntary transfers: The employer will first seek volunteers to meet the short term (less than ten (10) working days) needs of the business with the following limitations and under the following conditions:

A. No employee shall be involuntarily transferred outside of their job classification, unless business decisions merit such change.

B. In the event a transfer is required outside of the job classification, the employer will first seek volunteers. In the event, no volunteers apply for a transfer; the employer will secure a new employee to fill the job.

8.6 Recall after layoff shall be achieved by notice directed by certified or registered mail to the employee's last known address as furnished by him to the employer. Employees must report to work within seventy-two (72) hours (or such longer period as may be specified by employer) after received of such notice or lost their seniority.

8.7 The company agrees to post seniority lists by job classification each quarter of the year. Unless challenged within thirty (30) days to the company office in writing, such list of the seniority will be considered a correct seniority list of the employees affected. A copy will be supplied to the union.

8.8 **Loss of Seniority:** No employee shall suffer loss of seniority unless he:

- 1) Is discharged for just cause;
- 2) Resigns or voluntarily quits;
- 3) Is absent from work for six (6) consecutive months due to layoff;
- 4) Fails to return to work upon completion of a leave of absence as defined in Article 33.
- 5) Fails to report for work when recalled as provided in Article 7.6 of this agreement.

8.9 Employees desiring available or additional hours up to full-time, shall notify the site manager in writing. The employer shall utilize such requesting and qualified part-time employees before scheduling less senior employees and/or new hires with respect to paragraph 2.4.

ARTICLE 9. POLYGRAPH TESTS

9.1 The employer agrees that it will not require any employee or prospective employee to take a polygraph (lie detector), voice stress or any other similar test as a condition of employment or continued employment.

ARTICLE 10. BULLETIN BOARD

10.1 The employer agrees to provide sufficient space on the break room bulletin board for the posting of official union notices. Such notices shall contain only matters of official union business.

ARTICLE 11. JOB REFERRAL

11.1 Unemployed List: Employer has the right to hire from any source.

ARTICLE 12. JOB BIDDING AND POSTING

12.1 Vacancies and New Position Openings:

The existence of any permanent vacancy or new position within the bargaining unit shall be posted in the office. The posting will contain information as to job classification, requirements, qualification, job descriptions, department in which job is located, shift, pay rate and posting termination date. A copy of which will be submitted to the union. The notice shall be posted for ten (10) working days exclusive of the day of posting.

12.2 Applications:

A. Applications shall be submitted in writing by employees within the bargaining unit and must be received by the employer no later than the close of the day the posting terminates. The employer will immediately issue a receipt for said application with a copy to the union at the end of the posting period.

B. The employer will fill vacancies based on disability, seniority, merit and ability being equal, and qualifications by the following priority: First employees from the department or classification in which the vacancy exists, second the employees from other classifications performing or having performed similar job functions, third from other employees from the bargaining unit, and fourth other applicants.

C. Filling of Vacancy - Time Limit:

All vacancies filled by posting shall be filled within fifteen (15) days of the date of job was posted on the bulletin board. The union will be notified of the person selected to fill the job vacancy.

D. Temporary Filling of Vacancy:

The employer may temporarily fill a vacancy between the time the vacancy occurs and the time the appointment is made. In no event shall the temporary

filling of a vacancy be for more than ten (10) days, unless agreed to by the parties.

E. Failure to Qualify for Job:

An employee who fails to have the ability to handle a job obtained through job posting or who desires to return to his previous position during a thirty (30) working day period, shall return to his former job classification and rate of pay and department seniority. It is understood that employees will be trained during the above time period.

ARTICLE 13. NO DISCRIMINATION

13.1 No employer shall discriminate against any employee or applicants because of union activity or membership.

13.2.1. The employer and the union agree that each will not discriminate against any employee because of such person's race, religion, color, national origin, sex, age or handicap in accordance with the current Federal EEOC requirement; or disability unrelated to performance of essential function of the job.

13.2.2. Americans With Disability Act: When the employer determines that the seniority or other provisions of this agreement conflict with the "Reasonable Accommodation" or other provisions of The Americans with Disabilities Act (ADA), the employer and union agree to meet in good faith effort to reasonably accommodate the disabled employee.

13.3 When the gender term "he" or "she" is used within this agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

ARTICLE 14. UNION SECURITY

14.1 All employees covered by this Agreement including temporary employees shall, as a condition of their continued employment become members of the Union not later than the 31st day next following the date of their employment or the effective date of this Agreement whichever is later, and shall, thereafter, remain members in good standing in accordance with Section 8 (a) (3) of the Labor-Management Relations Act, 1947, and any amendments or additions thereto.

14.2 Transitional high school students are exempt from the union membership requirements for the first six months of their employment.

ARTICLE 15. CHECKOFF

15.1 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, initiation fees and uniform monthly dues, payable to the Union.

The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

Dues amount to be 2% of the employee's gross wages.

If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give written notice of such to the Company.

ARTICLE 16. MEETINGS

16.1 Time spent by employees in the attendance of company or store meetings or training shall be compensated for at straight or overtime rates of pay as provided in this agreement, whichever of such rates shall be applicable.

ARTICLE 17. PAY DAYS

17.1 Shall be twice (2) a month. (Current practice: 1st and the 15th day of the month).

ARTICLE 18. TIME RECORDS

18.1 The employer agrees to keep records of time worked by all employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the employer.

18.2 The employer shall utilize a sign in sheet or a time clock which will be used for the purpose of keeping accurate records of the hours worked by each employee. Any alterations will be made in a different colored ink and initialed by the manager and the affected employee.

18.3 Upon request, the employer shall permit the union to examine the payroll records of the employees in the bargaining unit at reasonable times during the regular scheduled working hours.

18.4 Under no circumstances is an employee permitted to clock in or out for another employee. Any employee found by management, the employees, or the union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination. If employees clock in or out incorrectly, the employee must consult the manager for correction within 24 hours.

ARTICLE 19. FREE WORK PROHIBITION

19.1 It is intended that there shall be no “Free” or “Time-off-the-clock” work practices under this agreement.

ARTICLE 20. WORK SCHEDULE

20.1 Work Schedule:

The employer shall post in ink or other permanent means, in each store, the current work schedule for all employees who work twenty-five (25) or more hours per week for four out of six weeks prior to the schedule posting date. The schedule shall be posted by no later than Thursday, 4:00 P.M. of the week preceding the scheduled work week. The schedule shall list the names of the employees in accordance with seniority. All hours, starting time and days off for the week shall be posted on the schedule. Work schedules shall be maintained in the store for a three (3) month period of time, and shall be made available to an authorized representative of the union for examination upon request. Schedules must be posted in the sign-in book. The work schedule shall not be changed except in case of illness, accidents, acts of God, mission requirements, Government Emergencies, and the Mutual consent of the parties.

20.2 Disability, merit, and ability being equal; the most senior employee will be scheduled for the most hours during a work week.

ARTICLE 21. WORKING HOURS AND OVERTIME

21.1 Work Day: Due to fluctuating delivery schedules by the Governments vendors, a day’s work shall not be restricted to the hours posted on the work schedule.

21.2 Employees will be paid time and one-half (1 1/2) their average rate of pay for work in excess of forty (40) hours per week.

ARTICLE 22. SPLIT SHIFTS

22.1 Employees shall not be required to work split shifts.

ARTICLE 23. REPLACEMENT AND ADDITIONAL HOURS CALL-IN

23.1 Call-in hours are defined as replacement hours occasioned by the absence of an employee. The employer will make a reasonable effort to call in employees in accordance with disability, ability and seniority with regards to paragraph 2.4.

23.2 Call-In Procedures:

23.2.1. The employer will provide its current telephone and page numbers to the employees.

ARTICLE 24. AVAILABLE AND ADDITIONAL HOURS

24.1 Available hours shall be defined as work hours posted on the weekly work schedule, plus additional work hours added after the work schedule is posted.

ARTICLE 25. LUNCH PERIOD

25.1 Employees working six (6) hours or more, but less than eight (8) hours per day shall be scheduled for a one-half (1/2) hour, or no lunch period as mutually agreed. In case of an eight (8) hour shift, the lunch break shall be scheduled no earlier than three (3) hours, after the beginning of the shift and not later than five (5) hours after the start of the shift.

ARTICLE 26. REST PERIOD

26.1 Employees working more than seven hours in a work day shall be given two (2) ten (10) minute rest periods during the work day, one in the first part of the day and the other in the second part of the day. Employees working less than seven (7) hours in a work day shall be given one (1) ten (10) minute rest period during such work day. No rest period shall be scheduled until the employee has worked at least two and one half (2 & 1/2) hours. If an employee is scheduled to work two (2) hours or more overtime beyond the end of his regular straight time shift, he shall be given an additional ten (10) minute rest period at the end of his regular straight time shift.

ARTICLE 27. HOLIDAYS

27.1 The employer agrees to observe the following holidays. The below holidays shall be paid holidays and will be observed as per Fort Bliss, TX scheduled days of observation.

NEW YEARS DAY
MARTIN LUTHER KING'S DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
CHRISTMAS DAY

27.2 All employees shall receive holiday pay pro-rated. Holiday pay shall be determined by the total number of hours worked by the employee in the week prior to the recognized holiday. These total hours will be divided by 40 possible hours per week and multiplied by 8 (eight) possible hours per day. The total after this calculation will constitute the average holiday hours earned for the holiday. The employee will be paid their current rate of pay per hour for holiday hours earned. Holiday pay will not be paid if the employee has not worked their scheduled day before and after the holiday.

27.3 It is understood and agreed that holidays not worked shall not be considered as days worked for the purpose of computing weekly overtime.

27.4 Time worked on any of the holidays described above shall be compensated for at the employee's basic or straight time hourly rate and such pay shall be in addition to any holiday pay to which the employee may be entitled.

ARTICLE 28. VACATIONS

28.1 All Employees shall be entitled to receive paid vacation, the pay based on the average number of hours paid per week during their qualifying year. Pay for two (2) weeks vacation shall be computed by using the Department of Labor standard described in 29 CFR, paragraph 4 (also known as the Service Contract Act). This would use the employee's annual hours worked for the qualifying year divided by 2080 multiplied by 80 hours (if two week's vacation is used). This figure is then multiplied by the average wage per hour for the qualifying year to determine the vacation total. (The average wage per hour is determined by dividing the annual hours worked by the annual gross wages for the qualifying year.

28.2 After one (1) year of continuous government service contract employment at the Fort Bliss, TX commissary two (2) weeks of paid vacation, following the employee's first anniversary date of employment.

28.3 After five (5) years of continuous government service contract employment at the Fort Bliss, TX commissary, three (3) weeks of paid vacation annually following the employee's second anniversary date of most recent employment.

28.4 After fifteen (15) years of continuous government service contract employment at the Fort Bliss, TX commissary, four (4) weeks of paid vacation annually following the employee's fifth anniversary date of most recent employment.

28.5 Average hourly rate shall mean the rate which is in effect at the time an employee actually receives vacation pay.

28.6 All time spent on workers compensation and all paid time shall be considered as employment.

28.7 Employees who are entitled to vacation shall receive the total amount of vacation pay earned during the qualifying year on the next scheduled pay period following their anniversary date. This payment is made in lieu of vacation days off.

28.8 Personal leave may be scheduled as unpaid leave and may be taken at any time during the year except November 15th through January 1st. ONLY emergency leave will be approved from November 15 through January 1.

ARTICLE 29. WAGES & HEALTH AND WELFARE BENEFIT PROGRAM

29.1 The Wage rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

The Health & Welfare and Pension rates which shall be effective during the term of this Agreement are set forth in Schedule "B".

Article 30. WAGE RATE CLASSIFICATIONS

30.1 The wage rate classifications and present job titles applicable thereto are attached and made part hereof as Schedule "A". Employees will be paid for time worked in each classification to which assigned at not less than the job rate for the work performed except as modified by Commensurate Wage Rate under the guidelines of the DOL 14c certificate for persons disabled for the work.

ARTICLE 31. INJURED ON JOB

31.1 An employee who is injured on the job and is required to leave his work to receive medical attention or hospitalization shall receive pay for the time required to receive such treatment not to exceed the daily average hours from the previous pay period. **ALL** on the job injuries must be reported before the end of the shift in which the injury occurred. Failure to report an on the job injury before the end of the shift in which the injury occurred may result in termination. An employee who is injured on the job and receives medical attention or hospitalization and/or is involved in an accident that results in damage to equipment or facilities will be required to submit to a drug and alcohol test. Refusal to submit to this test or test results which indicate consumption will result in termination.

ARTICLE 32. SICK LEAVE

32.1 Sick Leave shall be paid for absence due to personal illness at the employee's base rate, for a total of (six) 6 equivalent days in any (12) twelve month period.

Sick leave is accrued @ ½ (one-half) day per month. Employee shall not be eligible for compensated sick leave until after three (3) months from hire date at which time 1 ½ (one & one-half) equivalent days of sick leave will have accrued. Only accrued sick leave is compensable. The employer may require medical proof of illness for absences in excess of two (2) days with sick leave.

One (1) equivalent day's sick leave pay will be computed on the basis of average compensable hours on the previous four (4) weeks of the employee's daily hours of work and paid at the employee's average rate of pay.

32.2 Annual Bonus: By not later than December 15 of each year, each employee will receive as a bonus the amount of pay for all unused sick leave accrued through December 1, less the minimum escrow amount of one day's equivalent sick pay. This unused sick leave paid as annual bonus will be calculated on the four (4) week period prior to December 1st and paid at the employee's average rate of pay.

To be eligible for Annual Bonus, employee must be actively employed through December 1st of the annual year. Employees who terminate prior to December 1st of the annual year will forfeit any and all sick leave and pay, earned, accrued, or escrowed.

32.3 Sick leave pay to the extent it has been earned shall begin on the First (1st) day of illness or accident, and shall continue for each regular scheduled work day which said employee misses because of said disability until the employee's accumulated sick leave benefits have been exhausted.

32.4 Sick leave benefits will be paid only with respect of a work day on which the employee would have otherwise worked, and will not apply to any employee's scheduled day off, holidays, vacations or any other day on which the employee would not have worked.

32.5 Sick leave pay, to the extent it has been earned, will be integrated with payments under any Federal or State Workers' Compensation program. Employer paid Health and Welfare program or other Disability program to which the employer contributes, so as not to permit the employee to receive more than the equivalent of forty (40) hours pay for any week in which the employee is off work.

32.6 A doctor's certificate or other authoritative verification of illness or accident may be required by the employer, and if so, must be presented by the employee prior to return to work if requested by the employer. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, which may include termination.

ARTICLE 33. BEREAVEMENT LEAVE

33.1 The employer agrees to give time off to all employees for necessary absence on account of death in the immediate family up to as required, but not to exceed three (3) scheduled work days at straight time pay, pro-rated to be determined by number of hours which the employee averages during the normal work week for the four (4) weeks immediately preceding the leave to begin. Certified documentation is required by the Employer.

33.2 The term “Immediate Family” shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, step-parents, step-children, grandparents-in-law, son-in-law, daughter-in-law, foster children, brother-in-law, sister-in-law or any relative residing with the employee or with whom the employee is residing.

33.3 Extended Bereavement Leave:

Extended bereavement leave as vacation or as leave without pay may be granted, if requested, after funeral leave pay ceases.

ARTICLE 34. LEAVE OF ABSENCE

Employees employed by the employer shall be entitled to written leave of absence for the following reasons:

34.1 Illness or injury, including pregnancy, of the employee is required to fill out leave of absence from work. Such absence shall be for a period of up to thirty (30) days. Leaves of absence must be resubmitted every thirty (30) days up to six (6) months. The employee is responsible to fill out another leave form, to extend his or her leave. If the employee does not do so, according to the CBA, the company would have the authority to terminate the employee.

34.2 An employee upon becoming pregnant shall be granted a leave of absence. Such leave will commence as of the date the doctor decided the employee should no longer work and will expire as soon after the termination of pregnancy as the employee’s doctor shall decide that the employee may safely return to work. In no event shall the total leave exceed one (1) year.

34.3 Military service by the employee; appropriate documentation must be submitted prior to approval of leave.

34.4 Employees who are elected or appointed to a full-time position with the union, upon proper notice shall be granted a leave of absence without pay and without loss of seniority earned in the bargaining unit. Upon thirty (30) days notice of their desire to return to work for the employer, such persons shall be placed upon their jobs previously held, or one of equal pay, provided they are capable of performing the work. It is understood that there shall be no accrual of seniority during the aforementioned leave of absence.

34.5 Personal leave; not to exceed three (3) months. The employer agrees to provide family leaves of absence, as prescribed by the Family and Medical Leave Act.

34.6 Any other reason acceptable to the employer, not to exceed six (6) months.

34.7 Upon return to work from a leave of absence, the employee shall be restored to the job previously held, hours scheduled or to a job comparable with regard to work and rate of pay. Upon notice of the employee's availability for work prior to P.M. Wednesday of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Wednesday, P.M. of any week, the employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

34.8 The employee must be qualified to resume his/her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying the employee is able to resume his normal duties may be required by the employer.

34.9 Any employee proving to falsify leave of absence will be subject to immediate termination.

34.10 All leave of absence are to be requested in writing and shall state 1) the reason, 2) date leave is to begin, 3) expected date of return to work. Leave of absence shall be granted in writing.

ARTICLE 35. PROMOTION

Where an employee who has been promoted is unable to perform the duties of the higher classification, he shall have the right to be demoted to his former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion; management positions are excluded.

ARTICLE 36 SAVINGS CLAUSE

36.1 The provisions of this agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this agreement in its application between the union and employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement; but such remaining provisions shall continue in full force and effect provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of re-negotiating an agreement on the provision or provision so invalidated.

ARTICLE 37. SHOP STEWARDS

37.1 The union shall have the right to appoint two employees representative in the store, who shall be recognized by the employer as having authority to report irregularities in interpretation or application of this agreement to the union and to assist the staff of the union in the adjustment of grievances. Said representative shall not be discriminated against for discharging duties

assigned by the union, it being understood that performance of such duties shall not materially interfere with performance of the employee's normal duties.

ARTICLE 38. NEW UNITS

New Units - In the event an employer is awarded new unit(s) or department(s) at the Fort Bliss, TX Commissary, said unit(s) or department(s) will be staffed by existing employees in accordance with the following procedures:

38.1 The employer will post in the Fort Bliss, TX Commissary notice of the new store or department opening at least four (4) weeks prior to the store or department opening date. The notice shall remain posted for at least fifteen (15) days including the date of posting and give a full description of each and every position to be filled and the number of anticipated full-time and the number of part-time jobs in each area of the unit. Further, the posted notice shall advise the employees that they can bid on the positions at the new unit by signing the notice for the posted positions. Time is of the essence; however, the parties by mutual consent in writing may extend or waive the time set forth herein.

38.2 All positions will be filled on the basis of the employer's determination of who is the most qualified employee with disabled employees receiving precedence.

38.3 The employer shall not hire new employees for the new unit or department until the above procedures have been complied with.

ARTICLE 39. DISCHARGES AND SEVERANCE NOTICE

39.1 Employer agrees to give union reasons in writing for discharge on request.

39.2 In the event of layoffs or discharges attending a reduction of force, each employee to be so laid off or discharged shall be given notice within seventy-two (72) hours. If such notice is not given, the employee shall be given severance pay equal to and in addition to his accrued vacation pay, then due.

39.3 If any employee gives two (2) weeks notice of voluntary quit, they shall be allowed to work for that period provided they continue to perform satisfactorily. Unsatisfactory performance shall be subject to the grievance procedure.

39.4 An employee shall be subject to immediate discharge for the following, but not limited to these reasons:

- A. Dishonesty, which includes misuse of timecards, time clock or time sheets, theft or pilferage.
- B. Intoxication during working hours.
- C. Use, possession, and/or distribution of drugs, or being under the influence of drugs during working hours.
- D. Fighting, hitting, or assaulting while on government property or on transportation.
- E. Deliberate property damage; or use of vulgar, indecent or abusive language to others; or other such gross misconduct.
- F. Unexcused absence; overstaying an authorized leave of absence without notifying the Employer.
- G. Making false statement on the application for employment, or to the medical examiner with intent to deceive.
- H. Unauthorized possession of firearms or explosives within the facilities.
- I. Employees restricted by the Government from entering the Government installation.
- J. Sexual harassment.
- K. Refusal to take drug test when directed or failure to pass a drug test.
- L. Failure to report an on-the-job injury or accident during the shift in which the injury occurred.
- M. Sleeping on the job.
- N. Failure to perform work in priority or precedence.
- O. Failure to adhere to privacy act procedures or failure to safeguard privacy act information.
- P. Insubordination, Refusal or intentional failure to perform the work assignment.
- Q. Leaving the assigned work area without proper permission or without assuring the work is covered.
- R. Failure to meet production and quality standards.
- S. Showing out, acting out to others or degrading others.
- T. Display of ill temper or attitude not conducive to Trace's work atmosphere.
- U. Unexcused Absence. **No Call No Show.**

ARTICLE 40. WARNING NOTICES

40.1 The employer will not impose any form of discipline without just cause. If just cause exists, the following formula of progressive discipline shall be applied for each infraction except those listed in Article 38.4.

- A. Verbal warnings (employees have the right to request union representative at the meeting).
- B. First (1st) written warning.
- C. Second (2nd) written warning
- D. Discharge or written warning at employers discretion.

40.2 The warning notices as herein provided shall not remain in effect for a period of more than one (1) year, except that written warning notices for sexual harassment or other equal employment opportunity violations will be permanent.

40.3 Employee can notify a representative of the union to be present at each *Step B, C. and D.* above of the disciplinary procedure

40.4. The failure of the union to protest any constructive action issued an employee shall not be deemed as an admission on the part of the union or the employee as to the truth of the content of such warning or the propriety of its issuance.

40.5 Warnings must be issued by the end of the offending employees next scheduled work day or within 48 hours of Management becoming aware of the offense.

ARTICLE 41. GRIEVANCE AND ARBITRATION

41.1 For the purpose of this agreement the term “Grievance” means any dispute between the employer and the union, or between the employer and any employee concerning the effect, interpretation, application, claim of breach or violation of this agreement. Grievances involving improper discharges or other disciplinary suspension shall be filed within seven (7) calendar days after the incident occurs. All other grievances must be filed within thirty (30) calendar days of the event or occurrence upon which the grievance is based, or within thirty (30) calendar days of when the employee or a union representative knew or should reasonably have known of such event or occurrence.

41.2 All grievances shall be presented to the employer or the union, as the case may be, within the time limit herein before set forth. Said grievance shall be settled in accordance with the following grievance procedure:

STEP A: The matter shall first be raised verbally by the aggrieved employee or by a representative of the union with the manager. The manager shall give his verbal answer to the grievance, either settling or not settling the grievance, within two (2) working days of its presentation.

STEP B: If the grievance is not settled in *STEP A*, the grievance shall be reduced to writing and presented by the proper union official and/or the aggrieved employee to the management representative. The company will give its written answer, either settling or not settling the grievance, within three (3) working days of its presentation.

STEP C: In the event the grievance is not settled in *STEP B*, then either party reserves the right and authority to submit such grievance or dispute to arbitration in the manner hereinafter provided.

41.3 Appeals from one Step to the other in the above procedure when grievances are not settled shall be made within five (5) days after the answer or decision is received.

41.4 Either party to this agreement shall be permitted to call any witnesses at each and every Step of the grievance procedure. The employer, on demand, will produce production, payroll, and other pertinent records for the purpose of substantiating the contentions or claims of the parties.

41.5 The local union Business Manager shall determine the extent to which a grievance may be processed. The Business Manager's determination may be appealed to the Executive Board by the member involved.

41.6 The parties hereto agree that the time allowed to process grievances under this Article is adequate. If the union fails to process a grievance within the time limits specified herein, the grievance is ended. If the company fails to answer a grievance within the time limits specified herein, the grievance will be deemed substantiated and the employee shall be made whole. By mutual agreement between the employer and union the time limits specified herein may be extended.

41.7 The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided for herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto and all grievances as herein defined.

ARTICLE 42. ARBITRATION

42.1 In the event a grievance or dispute is submitted to arbitration the following procedure shall be used.

STEP A: The Federal Mediation and Conciliation Service shall be requested to submit to both parties the names of seven (7) persons qualified to arbitrate

STEP B: Within ten (10) days after receiving the list the parties will meet and determine by lot the order of elimination, and thereafter each shall alternately in that order eliminate one name until only one remains. The seventh or remaining person shall be accepted by both parties as the arbitrator.

42.2 The arbitrator shall render his decision within thirty (30) calendar days after the close of the hearing, and such decision shall be binding upon the parties and shall be complied within five (5) days after receipt of the decision.

42.3 The arbitrator shall not have the power or authority to add to subtract from, or modify the terms of this agreement.

42.4 Expenses and compensation of the arbitrator shall be borne by the by the losing party.

42.5 Unless otherwise stated, any period of time specified herein shall not include time on any Saturday, Sunday, or Holiday.

ARTICLE 43. TERM OF AGREEMENT

43.1 The term of this agreement shall become **EFFECTIVE** on **July 1, 2011**, and shall remain in full force and effect **THROUGH June 30, 2014**, and yearly thereafter *from October 1, through September 30*, unless one of the parties hereto shall serve notice in writing upon the other party hereof not less than sixty (60) days prior to its expiration date or any anniversary thereafter. If such notice is served by either party hereto, this agreement shall terminate upon its expiration date.

IN WITNESS WHEREOF, WE HAVE HEREUNTO PLACED OUR HANDS AND SEALS this _____ day of _____, **2011** at Boise, Idaho.

FOR THE UNION:
IUOE LOCAL 351.

FOR THE EMPLOYER:
Training Rehabilitation and Career Evaluation (TRACE)

Juan De la Torre
Business Representative

Cheryl Harris
President

DATE _____

DATE _____

SCHEDULE "A"

JOB CLASSIFICATIONS AND WAGES

	Current	7/01/11	7/01/12	7/01/13
<u>STOCK CLERKS</u>	\$12.85	\$13.24	\$13.64	\$14.03
<u>WAREHOUSE WORKERS</u>	\$16.06	\$16.45	\$16.85	\$17.24
<u>CUSTODIANS</u>	\$10.81	\$11.20	\$11.60	\$11.99
<u>MEAT ROOM CUSTODIANS</u>	\$12.85	\$13.24	\$13.64	\$14.03

SCHEDULE "B"

HEALTH & WELFARE AND PENSION

Health & Welfare: Effective July 1, 2011 the Employer will contribute \$3.50* per hour, to a maximum of 2,080 hours per year, towards Health and Welfare.

Effective July 1, 2012, the Employer will contribute \$3.65* per hour, to a maximum of 2,080 hours per year, towards Health and Welfare.

Effective July 1, 2013, the Employer will contribute \$3.80* per hour, to a maximum of 2,080 hours per year, towards Health and Welfare.

(*) Or any higher amount set by a Wage Determination applicable to this contract establish by the United State Department of Labor.

Pension:

Effective July 1, 2010 the Company agrees to contribute the amounts listed below per hour, not to exceed two thousand and eighty (2080) hours per year, for all employees as covered herein, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Effective 07/01/11
\$.80 per hour

Effective 07/01/12
\$.85 per hour

Effective 07/01/13
\$.90 per hour