

AGREEMENT BETWEEN

**L.L. Brooks Enterprises, Inc.
AT WHITEMAN AFB, MISSOURI**

AND

**MOTION PICTURE AND VIDEO TAPE
LABORATORY TECHNICIANS, ALLIED CRAFTS
AND GOVERNMENT EMPLOYEES,
LOCAL 780, IATSE**



February 1, 2017

to

May 31, 2020

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COLLECTIVE BARGAINING AGREEMENT

MOTION PICTURE AND VIDEO TAPE LABORATORY TECHNICIANS, ALLIED CRAFTS AND GOVERNMENT EMPLOYEES, LOCAL 780, IATSE hereinafter collectively referred to as “**the Union**”, and **L.L. BROOKS ENTERPRISES, INC. AT WHITEMAN AIR FORCE BASE, MISSOURI** hereafter referred to as “**the Employer**”, have agreed as follows:

ARTICLE 1. RECOGNITION

1.1 Employer recognizes MOTION PICTURE AND VIDEO TAPE LABORATORY TECHNICIANS, ALLIED CRAFTS AND GOVERNMENT EMPLOYEES, LOCAL 780 IATSE as the sole Collective Bargaining Agent for all employees within the scope of this Agreement.

ARTICLE 2. SCOPE

2.1 All full-time and regular part-time stockers, stock clerks, custodians, warehouse persons, equipment mechanics and other full-time and regular part-time employees working in the Employer’s commissary located at WHITEMAN AIR FORCE BASE, MISSOURI, but EXCLUDING all office clerical employees, confidential employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

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.

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. MINIMUM CLAUSE

- 5.1 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 6. BARGAINING UNIT WORK JURISDICTION

- 6.1 Only members of the bargaining unit and service contract Manager/Supervisor shall handle or stock merchandise, or perform janitorial services in the service contract area.
- 6.2 In the event of violation of this section, the most senior employee working in that classification at the time of the violation shall receive four (4) hours straight time pay or straight time pay in the amount of actual time spent in such violation, whichever is greater. If more than one (1) person is involved in the violation, the two (2) senior employee(s) shall receive the violation pay.

ARTICLE 7. SENIORITY

- 7.1 The Employer agrees to recognize the seniority of each individual employed under the terms of this Agreement. Seniority shall be company wide at this commissary, and shall date from the individuals most recent date of employment with the Employer, except as provided below.
- 7.2 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 February 1, 2012 for employees hired on or after that date, seniority will revert to the employee's 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 32, layoff of less than six (6) months, the seniority of such employee shall not be broken by such illness or layoff.
- 7.3 The Employer and the Union agree that seniority as identified in Section 7.2 of this Agreement 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.
- 7.4 Seniority, merit and ability 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, vacation and including overtime hours available. The employee with the least seniority shall be the first reduced to layoff before a senior employee is reduced in hours. In case of recall, the most senior employee on layoff, shall be the first reinstated. All layoff time shall be credited as accumulated service to the employee affected.
- 7.5 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.
 - 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 the transfer, the Employer will secure a new employee to fill the job.
- 7.6 Recall after layoff shall be achieved by notice directed by telegram, 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 lose their seniority.

- 7.7 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.
- 7.8 Claims respecting seniority shall be processed under the grievance and arbitration hereof and settlement awards may include reinstatement with back pay.
- 7.9 **Loss of Seniority:** No employee shall suffer loss of seniority unless he:
- i) Is discharged for just cause;
 - ii) Resigns or voluntarily quits;
 - iii) Is absent from work for six (6) consecutive months due to layoff;
 - iv) Fails to return to work upon completion of a leave of absence as defined in Article 32.
 - v) Fails to report for work when recalled as provided in Article 7.6 of this Agreement.
- 7.10 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.

ARTICLE 8. POLYGRAPH TESTS

- 8.1 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 9. BULLETIN BOARD

- 9.1 The Employer agrees to provide sufficient space in the facility, for a bulletin board for the posting of official Union notices. Such notices shall contain only matters of official Union business.

ARTICLE 10. JOB REFERRAL

- 10.1 **Unemployed List:** The Union may agree, upon request, to keep an up to date list of known unemployed with an accurate of their experience or training, and the Employer aggress to notify the Union of vacancies in positions or job openings within the classifications covered by this Agreement in order that the unemployed on the aforementioned list may be provided with a full opportunity to fill such vacancy. Employer has the right to hire from any source.
- 10.2 **Registrations:** The Union may agree, upon request, to accept registrations for employment upon each list so maintained, and to dispatch applicant for employment from said lists for vacancies or job openings with the Employer in accordance with his specification and this Agreement.
- 10.3 Previous provable comparable experience of new or rehired employees in the industry shall be credited, provided such past experience is claimed by the employee on his/her employment application setting forth the experience being claimed.
- 10.4 So long as the Union supplies Employer with appropriate forms, postage prepaid, Employer will notify the Union in writing within five (5) calendar days when new regular or new part-time employees are hired or terminated.

ARTICLE 11. JOB BIDDING AND POSTING

- 11.1 **Vacancies and New Position Openings:** The existence of any vacancy or new position within the bargaining unit shall be posted on the Employer's Bulletin Board. The posting will contain information as to job classification, requirements, qualifications, job descriptions, department in which job is located, shift, pay rate and posting termination date. The notice shall be posted for 21 working days exclusive of the day of posting. The Company will have the right to fill the position after the posting time.
- 11.2 **Applications:** Applications shall be submitted in writing by the employees within the bargaining unit and must be received by the Employer no later than the close of the day the posting terminates.
- 11.3 The Employer will fill vacancies based on 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.
- 11.4 Filling of Vacancy - The Union will be notified of the person selected to fill the job vacancy within fifteen (15) days of the selection.
- 11.5 Temporary Filling of Vacancy - The Employer may temporarily fill a vacancy between the time the vacancy occurs and the time the appointment is made.

- 11.6 Failure to Qualify for Job - An Employee who fails to have the ability to perform a job obtained through job posting and who desires to return to his previous position during the initial thirty (30) working day period, shall return to the Employee's former job classification and rate of pay. It is understood that Employees will be trained during the above time period.

ARTICLE 12. NO DISCRIMINATION

- 12.1 The Employer shall not discriminate against any Employee or applicant because of Union activity or membership.
- 12.2 In accordance with the policies of the Company, it will recruit, hire, train, and promote persons in all job classifications without regard to race, color, religion, age, gender, sexual orientation, national origin, or physical, mental disability or handicap in accordance with the then current Federal EEOC, OFCCP or other applicable law.
- 12.3 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 a good faith effort to reasonably accommodate the disabled Employee.
- 12.4 When the gender term "he" or "she" is used within this Agreement, it is a generic term only and does not refer to the actual sex of any person.

ARTICLE 13. UNION SECURITY

- 13.1 All Employees, upon hire, shall be informed that the Union is the sole and exclusive collective bargaining agent for the Employees in the bargaining unit and, accordingly, they will be represented by the Union. They will be referred to the Union representative for information as to membership, check-off of Union dues and will be given a copy of the Collective Bargaining Agreement.
- 13.2 It shall be a condition of employment that all Employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirty-first (31st) day following the beginning of each employment, become and remain members in good standing in the Union. Alternatively, within the same period set forth above, agency shop status is available which will require the payment of an amount of money equal to that paid as regular and usual dues to the Union (including an amount equal to the Union's general and uniform assessments which are part of dues as is permitted by law). These provisions shall not apply in any location where they are prohibited by any law until such time as the prohibition is repealed. Membership status shall not affect the continuing obligation of signed check offs.

ARTICLE 14. CHECKOFF

14.1 Upon receipt of an Employee's written authorization, the Employer shall deduct from the gross wages paid of each Employee, the Union's standard working dues assessment or its equivalent on each payday. Such monies shall be transmitted to the Union's office, along with the name of each Employee, the number of hours worked per week and the gross amount of wages paid to that Employee for the pay period for which the deduction is being made.

Such check-off shall be based on all W-2 income. The Union agrees to hold the Company free from all liability in connection with dues collections except for ordinary diligence and care in transmittal of the monies to the Union.

14.2 **Discharges:** Employees who fail to pay an amount of money equal to that paid as regular and usual dues to the Union (including an amount equal to the Union's general and uniform assessments which are part of dues), and/or any member who fails to maintain his membership in good standing, shall forfeit the right of continued employment. Accordingly, the Employer shall discharge such Employee within seven (7) days of being notified by the Union in writing as to the failure of said Employee to maintain such payments. The requirements of maintaining a membership shall be consistent with State and Federal Law.

14.3 **Notice.** The Employer shall advise the Union of the employment of employees subject to this Agreement, setting forth the employee's name, residence address, date of employment, and classification of work assigned. Said notice shall be given with seven (7) days of the hiring of the employee.

ARTICLE 15. MEETINGS

15.1 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 16. PAY DAYS

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

ARTICLE 17. TIME RECORDS

17.1 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 and Service Contract Act.

17.2 The Employer shall utilize the time clock (or its equivalent) which will be used for the purpose of keeping accurate records of the hours worked by each employee. Any alterations will be made in different colored ink and initialed by the manager and the affected employee.

- 17.3 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.
- 17.4 Under no circumstances is an employee permitted to clock in or out (or the equivalent) 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 (or its equivalent) incorrectly, the employee must consult the Manager for correction.

ARTICLE 18. FREE WORK PROHIBITION

- 18.1 There shall be no "Free" or "Time-off-the-clock" work practices under this Agreement.

ARTICLE 19. WORK SCHEDULE

- 19.1 Work Schedule: The Employer shall have a Company bulletin board and shall post on it the following week's schedule by no later than Thursday, 9:00 P.M. of the week preceding the scheduled workweek. All 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. The work schedule shall not be changed except in cases of illness, accidents, acts of God, or the mutual consent of the Company and the Union. Employees will not be scheduled for more than five (5) consecutive days of work without the approval of the Employee and the Union.
- 19.2 All available work hours per week in any given occupation would be equally distributed between the employees in said occupation.

ARTICLE 20. WORKING HOURS AND OVERTIME

- 20.1 Work Day: A day's work shall be constituted by the hours posted on the work schedule.
- 20.2 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 21. SPLIT SHIFTS

- 21.1 There shall be no split shifts.

ARTICLE 22. REPLACEMENT AND ADDITIONAL HOURS CALL-IN

- 22.1 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 seniority.
- 22.2 Call-In Procedures: The Employer will provide its current telephone, pager numbers and/or email address to the employees.

ARTICLE 23. AVAILABLE AND ADDITIONAL HOURS

- 23.1 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 24. LUNCH PERIOD

- 24.1 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, one hour (1) (with twenty-four (24) hours advance notice), 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 25. REST PERIOD

- 25.1 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 (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 26. HOLIDAYS

26.1 The Employer agrees to observe the following holidays. The below holidays shall be paid holidays.

- | | |
|-----------------------|-----------------------------|
| New Years Day | Martin Luther King, Jr. Day |
| Washington's Birthday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veterans Day |
| Thanksgiving Day | Christmas Day |

26.2 All employees, who have worked a minimum of thirty (30) days for the Employer, shall receive holiday pay pro-rated. Holiday pay shall be determined by the number of hours that an employee receives during the work-week prior to the recognized holiday. Holiday pay shall be calculated as follows: (Hours worked prior to the week of the holiday divided by forty (40) times eight (8) equals holiday hours. Providing they work their regularly scheduled work day preceding and following the holiday, authorized absence shall not deprive an employee of holiday credits established herein.

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

26.4 If any of such holidays occur within an employee's vacation period, the employee shall be given, at the employee's option, an extra day off with pay or an extra day's pay.

26.5 Time worked on any of the holidays described above shall be compensated 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 27. VACATIONS

- 27.1 All Employees are entitled to receive a paid vacation with the pay being based on the number of hours the employee worked in the twelve month period preceding the Employee's anniversary date of hire divided by 2,080 hours. Illustratively, an Employee who worked 520 hours during the twelve months preceding the employee's anniversary date would receive $520/2,080 \times 40 = 10$ hours of a one week paid vacation x the employee's average wage per hour during the same twelve month preceding period. The number of weeks of vacation shall be determined by the schedule set forth below.
- 27.2 After one (1) year of continuous government service contract employment at the Whiteman AFB two (2) weeks of paid vacation, following the employee's first anniversary date of employment.
- 27.3 After five (5) years of continuous government service contract employment at the Whiteman AFB three (3) weeks of paid vacation annually following the employee's fifth anniversary date of most recent employment.
- 27.4 After fifteen (15) years of continuous government service contract employment at the Whiteman AFB four (4) weeks of paid vacation annually following the employee's fifteenth anniversary date of most recent employment.
- 27.5 Vacation pay shall be calculated as follows, gross pay received in the qualifying year divided by fifty-two (52) times vacation weeks plus the percentage increase for the current year if any.
- 27.6 Employees who have earned a vacation shall receive their pay in advance, if requested at least four (4) weeks in advance of their scheduled vacation period.
- 27.7 Vacation shall be taken at any time during the year in which an employee is entitled to a vacation. Vacation week(s) shall be selected by April 1 of each calendar year by the employees in accordance with seniority. Vacation week(s) not selected by April 1 shall then become on a first come first serve basis. Vacations shall not be selected more than one (1) year in advance.
- 27.8 All vacations must be taken within an employee's anniversary year and may not be accumulated from one anniversary year to the next, unless mutually agreed in writing by the Employer, employee, and the Union. Employees must take their vacations--not money in lieu of their vacations.

ARTICLE 28. HEALTH INSURANCE

- 28.1 This Article only shall be open for negotiations if and when it is necessary for compliance with the current National Healthcare legislation.
- 28.2 The Employer agrees to participate in the Local 780 IATSE Health and Welfare Fund (“Welfare Fund”). The parties agree to be bound by all of the terms and provisions of the Local 780 Health and Welfare Fund Agreement and Declaration of Trust and any current or future amendments (“Trust Agreement”). The Employer agrees to accept the current and their successor Employer Trustees. Said parties further agree to be bound by all acts that the Trustees perform pursuant to said Trust Agreement.
- 28.3 Absence from work by bargaining unit Employee(s) by reason of paid vacation, paid holiday, approved family leave of absence, paid sick leave, paid bereavement leave (or for any other purpose resulting in W-2 pay) shall be considered as time worked for the purpose of this Article and contributions shall be made for such Employees.
- 28.4 An Employee’s eligibility for benefits from Welfare Fund will begin on the first (1st) day of the month following the Employer’s payment of two consecutive months of contributions on the Employee’s behalf. Illustratively, if the Employee earns W-2 income in the month of January and has January contributions paid on his/her behalf in February, earns W-2 income in February and has contributions paid in his/her behalf in March, coverage will begin on April 1st.
- 28.5 Upon receipt of an Employee’s executed Payroll Deduction Form and until written revocation of such payroll deduction form is provided to the Employer the Employer shall deduct one hundred – fifty dollars (\$150) (or any lesser net amount of Employee’s paycheck after the payment of taxes in the event that the net paycheck is less than \$150) from each paycheck of the signing Employee beginning with the first paycheck which is based on hours worked after the effected date of this Agreement. Such deducted monies shall be transmitted to the Local 780 Welfare Fund in a single check pursuant to Article 28 Section 7, see below.

- 28.6 In the event the Employer becomes delinquent in payment of contributions owed to the Welfare Fund for two (2) or more consecutive months, and the Union has so notified the Employer by certified or registered mail, or personal service of the written notice, and the Employer does not make the required payments due and owing within five (5) working days thereafter, the Union may then take whatever economic action it may deem necessary, nothing in this Agreement shall prohibit such action. In the event the Union undertakes such economic action against the Employer, those Employees engaged in that action and who report to the Commissary or to the Commissary entry gate if access to the Commissary is not available, shall suffer no loss of pay. Such employees shall continue to be paid their regularly scheduled hours, up to forty (40) hours per week, until such time as the Employer has paid in full the monies due and owing to the Welfare Fund.
- 28.7 Contributions to the Welfare Fund shall be due and payable on or before the twentieth (20th) day of each month following the month in which the contributions were earned and shall become delinquent after the twenty-fifth (25th) day of said month. The Employer's failure to make such payment shall be a violation of this Agreement. Contributions must be made even though an employee may have left employment before the end of the reporting month.
- 28.4 It is agreed that the Local 780 Welfare Fund shall comply with all applicable Federal and State laws.

ARTICLE 29. NATIONAL HEALTH LEGISLATION

- 29.1 Relevant Articles only shall be open for negotiations if and when it is necessary for compliance with the current National Healthcare legislation.

ARTICLE 30. SICK LEAVE

- 30.1 Effective with the commencement of this Agreement, an Employee who has been employed pursuant to this Agreement or any successor agreement for six (6) months or more after commencement of this Agreement shall be paid for absence due to personal illness at the Employee's basic rate of pay. New hire Employees will accrue sick leave credits during the six (6) months period; however, they may not use these credits until they have completed their six (6) months. Employees will be entitled to earn up to seven (7) days sick leave per year.
- 30.2 Sick leave must be earned under this Agreement by employment on this contract and will continue with any successor contract. Employees will accrue 1 hour of paid sick leave for every 30 compensable hours, up to 56 hours (7 days) in a year or at any point in time.
- 30.3 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.
- 30.4 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.
- 30.5 An Employee may use paid sick leave for an absence resulting from: (1) physical or mental illness, injury, or medical condition of the Employee (2) obtaining diagnosis, care or preventative care from a health care provider provided by the Employee, (3) caring for the Employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship who has any of the conditions or need for diagnosis, care or preventative care described above, (4) domestic violence, sexual assault or stalking, or to seek counseling, relocation, victim services, or to take related legal action or to assist an individual related to the Employee for any of the above stated reasons.
- 30.6 Sick leave pay, to the extent it has been earned, will be integrated with payments under any Federal or State Workers' Compensation program or other disability program to which the Employer contributes so as not to permit the Employee to receive more than the equivalent of the forty (40) hours pay for any week in which the Employee is off work. The Employer will not be required to pay employees for accrued, unused paid sick leave at the time of a job separation ("cash-out") unless they qualify under the Annual Bonus.
- 30.7 The Employer can request that Employees using paid sick leave provide certification from a health care provider (or documentation from another source, if the leave is for purposes related to domestic violence, sexual assault or stalking) of the Employees' need for leave if they use three or more days of leave consecutively.

Any Employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, which may include termination.

- 30.8 Employees' requests for sick leave may be made orally or in writing. A leave request must be made at least 7 calendar days in advance where the need for leave is foreseeable, and in other cases as soon as practicable. The Employer must communicate any denial of a request to use paid sick leave in writing, with the explanation for the denial – which cannot be based on whether the Employee has found a replacement work or on the Employer's operational needs.
- 30.9 The Employer may only require certification for absences of three or more consecutive full days, and the Employee must have received notice of the requirement to provide certification or documentation before he returns to work. All requirements of certification will be in compliance with the FMLA and E.O. 13706.
- 30.10 Employees may use paid sick leave in one hour increments unless it is physically impossible for the Employee to leave and return to the job during a shift.
- 30.11 When an Employee uses paid sick leave, he is entitled to the same regular pay and benefits he would receive if he had not used the leave with the exception that more paid sick leave time will not accrue while an Employee is on paid sick leave.
- 30.12 The Employer may require the Employee to use paid sick leave concurrently with unpaid FMLA guaranteed leave.
- 30.13 Annual Payout or Rollover: By no later than December 15th of each annual year, each Employee will automatically receive as a payout payment all unused sick leave for that year. In the event that a successor contractor is awarded this Commissary's DECA contract during this Agreement's contract year prior to the Annual Bonus date, the successor will be responsible to pay the annual bonus. The Annual Bonus will be the responsibility of the contractor who has the Commissary's DECA contract on 1 December.

An Employee may elect to rollover any accrued, unused sick leave instead of taking the annual bonus by written notification given to the Employer by no later than November 30 of each annual year. If an Employee does elect the rollover from one year to the next, the Employee may not have an entitlement at any time of more than 56 hours of accrued unused sick leave.

If an Employee separates from an Employer and is rehired by the Employer within twelve (12) months of separation, the Employer will reinstate the Employee's accrued, unused paid sick leave entitlement as of the date of separation. There shall be no pay out of accrued, unused sick leave pay when the Employee leaves the Employer's employment.

ARTICLE 31. BEREAVEMENT LEAVE

- 31.1 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 two (2) 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 immediately preceding the leave to begin. Employer can request certified documentation.
- 31.2 The term "Immediate Family" shall mean Mother, Father, Spouse, Children, Grandparents, Grandchildren and Siblings.
- 31.3 Extended Bereavement Leave: Extended bereavement leave as vacation or as leave without pay may be granted, if requested, after funeral leave pay ceases.
- 31.4 However, no employee shall be entitled to more than three (3) bereavement leaves during the term of this Agreement.

ARTICLE 32. LEAVES OF ABSENCE

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

- 32.1 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 can be resubmitted every thirty (30) days up to six (6) months.

Each employee will be granted a leave of absence on a case by case incident. Before returning to work, each employee must submit a "Fitness for Duty Certification" completed by employee's physician. All jobs at the commissary require lifting 80 – 100 lbs at any time.

- 32.2 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.
- 32.3 Military service by the employee.
- 32.4 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.

- 32.5 Employees who accept a position with management outside the bargaining unit shall be placed on leave of absence. In the event such employees are returned to work in the bargaining unit they shall retain the seniority formerly earned in the unit but shall not accrue seniority during the absence.
- 32.6 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.
- 32.7 Any other reason acceptable to the Employer, not to exceed six (6) months.
- 32.8 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.
- 32.9 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.
- 32.10 Any employee proving to falsify leave of absence will be subject to immediate termination.
- 32.11 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 33. PROMOTION

- 33.1 Where an employee who has been promoted to management 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.

ARTICLE 34. STORE VISITS

- 34.1 Representatives of the Union shall have the right to contact Employees during the store hours as long as such contacts shall not interfere with the duties of the employees, and as long as the management has been advised of their presence on the premises, before any employees can be contacted.

ARTICLE 35. SAVINGS CLAUSE

35.1 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 36. PICKET LINE CLAUSE

36.1 Notwithstanding any other provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any picket line, to work behind any picket line. Any such refusal shall not constitute grounds or cause for discharge, layoff, demotion, suspension or any other disciplinary action by the Employer.

ARTICLE 37. SHOP STEWARDS

37.1 The Union shall have the right to appoint Shop Steward(s) 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 Shop Steward(s) 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. Employer will supply Project Manager's cell phone number to Shop Steward and Union Business Manager.

37.2 During their terms of office all duly appointed Union Stewards will have top seniority for purposes of layoff as long as they are capable of performing the work then available. Alternate Stewards shall have no super seniority under this provision. The Shop steward will receive the most available hours in their job classification.

ARTICLE 38. DISCHARGES AND SEVERANCE NOTICE

- 38.1 Employer agrees to give the Union reasons in writing for discharge, upon request.
- 38.2 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 after notification from the DECA contracting office to Employer. The employee shall be given his vacation pay, then due.
- 38.3 If any employee gives two (2) week's 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.

ARTICLE 39. WARNING NOTICES

39.1 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 on the job infractions of dishonesty; theft; drunkenness; fighting; possession, use, or sale of illegal drugs; endangering the safety of other persons; working off the clock; gross insubordination, or directives by the Government:

- Verbal warning (Employee, informal and may be reduced to writing at Management's discretion).
- A. Written warning (Copy provided to Employee)
- B. Written Interview (Copy provided to Employee, HR Business Manager, Retained for 12 months)
- C. Suspension (Copy provided to Employee, HR, Business Manager, Retained for 12 months)
- D. Discharge. (Copy provided to Employee, HR, Business Manager)

- 39.2 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.
- 39.3 The Employee may elect to have a representative of the Union present at each *Step* of the disciplinary procedure. The Union reserves the right to attend each *Step*.
- 39.4 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.

- 39.5 All warnings and other disciplinary action must be issued/taken within five (5) days of the Employer becoming aware of the alleged offense.
- 39.6 Employees who do not come in on their scheduled work day, and who have not informed their supervisor or project Manager prior to their clock-in time that they are going to be absent, will be considered to have abandoned their position, as a voluntary quit.

ARTICLE 40. GRIEVANCE AND ARBITRATION

40.1 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 ten (10) calendar days after the incident occurs. All other grievances must be filed within ten (10) calendar days of the event or occurrence upon which the grievance is based, or within ten (10) calendar days of when the employee or a Union representative knew or should reasonably have known of such event or occurrence.

40.2 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.

40.3 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.

40.4 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.

- 40.5 The Union's Business Manager shall determine the extend to which a grievance may be processed.
- 40.6 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 Employer fails to answer a grievance within the time limits specified here, 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.
- 40.7 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 41. ARBITRATION

41.1 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.

41.2 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.

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

41.4 Expenses and compensation of the arbitrator shall be divided equally between the company and the Union.

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

ARTICLE 42. PENSION PROGRAM

- 42.1 The Employer agrees to participate in the Local 780 IATSE Pension Fund ("Pension Fund"). The parties agree to be bound by all of the terms and provisions of the Local 780 Pension Fund Agreement and Declaration of Trust and any current or future amendments ("Trust Agreement"). The Employer agrees to accept the current and their successor Employer Trustees. Said parties further agree to be bound by all acts that the Trustees perform pursuant to said Trust Agreement.
- 42.2 In the event an Employer becomes delinquent in payment of monies owed to the Pension Fund for two (2) or more consecutive months, and the Union has so notified the Employer by certified or registered mail, or by personal service of the written notice, of its delinquency, and the Employer does not make the required payments due and owing within five (5) working days thereafter, the Union may take whatever economic action it may deem necessary, and nothing in this Agreement shall prohibit such action. In the event the Union undertakes such economic action against the Employer, those Employees engaged in that action and who report to the Commissary or the Commissary entry gate if access to the Commissary is not available, shall suffer no loss of pay. Such Employees shall continue to be paid their regularly scheduled hours, up to forty (40) hours per week, until such time as the Employer has paid in full the monies due and owing to the Pension Fund.
- 42.3 Contributions to the Pension Fund shall be due and payable on or before the twentieth (20th) day of each month following the month in which the contributions were earned, and shall become delinquent after the twenty-fifth (25th) day of said month. The Employer's failure to make such payment shall be a violation of this Agreement. Such Employee must be included and paid for, even though that Employee may have terminated before the end of such preceding month. Contributions must be made even though an Employee may have left employment before the end of the reporting month.
- 42.4 It is agreed that the Pension Fund shall comply with all applicable federal and state laws and shall qualify for tax-exempt status under the rules and regulations of the Internal Revenue Service.

ARTICLE 43. INCENTIVE PROGRAM

- 43.1 The Union hereby acknowledges the current incentive programs established at this site. Any and all current incentive programs agreed upon at this time will remain in accordance with the terms set forth in this Agreement.

ARTICLE 44. SALARY RATES FOR NEW OR REVISED OCCUPATIONAL CLASSIFICATIONS.

44.1 In the event the Employer desires to establish new or revised occupational classifications, the salary rates applicable shall be determined by negotiations between the Employer and the Union. Operations shall not be delayed through failure to immediately agree upon salary rates applicable to any such occupational classification. In the event of failure to agree on a rate for such new job classifications, the matter shall be deemed in dispute and shall be resolved through "baseball-style" arbitration/mediation. Pursuant to the arbitration provision of this Agreement, the parties shall select an arbitrator. The parties shall then submit their written proposals as to what they consider to be the appropriate wage rate for the new job classification. The arbitrator shall be limited to selecting one of the two submissions. Rates finally established which are higher than the Employer-proposed rate will be paid retroactive to the date of the start of the occupational classification.

ARTICLE 45. INJURED ON JOB

45.1 An employee who is injured on the job and is required to leave his work to receive medical attention or hospitalization shall receive full pay for that day, based on the daily average hours from the previous pay period.

ARTICLE 46. TERM OF AGREEMENT

46.1 The term of this Agreement shall become **EFFECTIVE** on *February 1, 2017*, and shall remain in full force and effect **THROUGH** *May 31, 2020*, and yearly thereafter from September 1 through August 31, unless one of the parties hereto shall serve notice in writing upon the other party hereof not less than sixty (60) nor more than ninety (90) days prior to its expiration date or any anniversary thereafter. If such notice is served by either party hereto, this Agreement shall remain in effect until the parties negotiate a successor collective bargaining agreement.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representative this 23rd day of April 2019.

**FOR THE UNION:
MOTION PICTURE AND VIDEO TAPE
LABORATORY TECHNICIANS, ALLIED
CRAFTS AND GOVERNMENT
EMPLOYEES,
LOCAL 780, IATSE**

**FOR THE EMPLOYER:
L.L. BROOKS ENTERPRISES, INC.
Whiteman AFB, MO**



Jerry Lipski
Business Manager



L.L. Brooks,
President

Date: 23 April 2019

Date: 23 April 2019

SCHEDULE "A"

A. Health Fund:

Effective February 1, 2017 the contribution for the Employee's Health Fund will be \$4.27 per hour. Effective September 1, 2017 the Employer will place into the Employee's Health Fund account \$2.00 per compensable hour and \$2.27 per compensable hour will be paid on the employee's paychecks. This rate shall increase only for the Employee's Health Fund account by \$0.10 per hour on June 1, 2019 anniversary date of this contract.

B. Pension:

Effective February 1, 2017 the contribution to the Pension Fund will be \$70.00 per week for all Employees working over 20 hours/week. Effective September 1, 2017 the contribution to the Local 780 Pension Plan will be \$2.00 per each working hour. Effective June 1, 2019 the contribution to the Local 780 Pension Plan will be \$2.25 per compensable hour.

C. Job Classifications & Wages

<i>Job Classification</i>	<i>Whiteman AFB, MO (Johnson County)</i>			
	<i>Current</i>	<i>09/01/2017</i>	<i>06/01/2018</i>	<i>06/01/2019</i>
<i>Stocker</i>	\$16.70	\$17.20	\$17.20	\$17.71
<i>Janitor/Custodian</i>	\$15.91	\$16.39	\$16.39	\$16.88
<i>Forklift Operator</i>	\$22.77	\$22.99	\$22.99	\$23.21
<i>Material Handling Laborer</i>	\$19.17	\$19.74	\$19.74	\$20.33
<i>Meatroom Custodian</i>	\$15.91	\$16.39	\$16.39	\$16.88

Leads will receive \$1.00 / per hour above the wage rates for the classification of the employees that they lead.

LEAD PERSON:

The selection, direction and demotion of employees so designated shall remain the Manager's sole discretion. Likewise, it is agreed that the Employer may, at his sole discretion decide not to use this new classification. These individuals shall work under the supervision of the Employer. The Lead is not agent of the Company and is not an exempt employee.

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