

K#9297

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TRUSTED HAND SERVICE, INC.
NAVAL SUPPORT ACTIVITY
PANAMA CITY BEACH, FLORIDA**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL - CIO**

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ARTICLE ONE **RECOGNITION**

Section 1: The National Labor Relations Board having duly certified the Communications Workers of America, AFL-CIO, further referred to as the Union, in Case No. 15-CA-13285 is recognized by Trusted Hand Service, Inc., further referred to as the Company, in accordance with Section 9(a) of the National Labor Relations Act, as amended, as the sole and exclusive bargaining agent for all full-time and part-time/on-call employees including the electrician and helper employed by the Company at the Naval Support Activity, Panama City Beach, Florida, on the Multi-Function Services Contract, excluding all office clerical employees, guards, managers, administrative assistant, professional employees, and other supervisors as defined in the Act.

ARTICLE TWO **INTENT AND PURPOSE**

Section 1: It is the intent and purpose of this agreement to assure sound and mutually beneficial industrial and economic relationships between the parties thereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding of grievances, and to set forth the basic agreement between the parties covering rates of pay, hours of work and other conditions of employment.

Section 2: The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this agreement.

Section 3: This agreement shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect by the consolidation, merger, sale, transfer, succession of assignment of either party, or affected, modified, altered or changed in any respect by the change in any kind in the legal status, ownership or management of either party.

ARTICLE THREE **DURATION**

Section 1: This Collective Bargaining Agreement will be a multiple year agreement and shall be effective as of **May 25, 2005**. This agreement shall remain in full force and in effect from year to year thereafter until **May 24, 2009** unless notice is given in writing of a desire to change, modify or terminate this Agreement by either party to the other party sixty (60) days or more prior to the expiration of this Agreement.

ARTICLE FOUR
NON-DISCRIMINATION

Section 1: The Company agrees it will not discriminate against any employee because of either membership or non-membership in the Union or participation in the Union's lawful activities. Nor shall the Company discriminate against any employee or group of employees for presenting to their supervisor any complaints, disputes, or grievances, in the manner provided in this Agreement.

ARTICLE FIVE
UNION STEWARDS

Section 1: The Company will recognize one bargaining unit employee appointed by the Union Local President as Shop Steward. In absence of the Shop Steward the Union will appoint one additional bargaining unit employee as a temporary Shop Steward to perform duties of such office. The name of the Shop Steward/temporary Shop Steward shall be provided in writing by the Union within ten (10) days following the effective date of this agreement. Any changes in the identity of the Shop Steward(s) shall be provided by the Union, in writing, as necessary. The Steward will be allowed to confer with management during working hours by making an appointment. The Steward will be allowed to represent bargaining unit employees during working hours at disciplinary hearing or when a meeting with the Steward is requested by a bargaining unit employee. When a Steward is representing a bargaining unit employee at a disciplinary meeting conducted by the Company, the Steward shall suffer no loss of pay. The Steward will be allowed time off from work to conduct Union business when a request is received at least one working day prior in writing by the Union local. Compensation for this time off will be paid by the Union.

Section 2: The Union will provide the Shop Steward with an identification badge, which the Steward will wear only when acting in the capacity as the Shop Steward.

Section 3: The Shop Steward will have seniority rights based solely on his/her established seniority date.

ARTICLE SIX
BULLETIN BOARD

Section 1: The Company will provide one bulletin board for use by the Union. The Shop Steward will be responsible for posting items on this board and ensuring only appropriate material is placed on this board. This board will be located in the vicinity of the time clock.

ARTICLE SEVEN
MANAGEMENT RIGHTS

Section 1: The management of the Company and the direction of its working forces, including, but not limited to, the rights to determine whether to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs and employees, change materials, processes, products, equipment and operations, and sub-contract work shall be vested exclusively in the Company. The Company agrees it will not contract out craftwork to the extent that would result in the lay-off of any regular full-time or part-time employee who would regularly perform such work. The Company shall be the sole judge of applicants of employment, their qualifications and physical fitness. The Company shall have the right to schedule and assign work to be performed and the right to hire and rehire employees, discipline or discharge for any cause not in violation of this Agreement, transfer or layoff of employees because of lack of work or other legitimate reasons. The Company reserves and retains in full and completely any and all management rights, prerogatives and privileges except only as specifically limited by this Agreement, or by applicable Federal, state and local laws.

ARTICLE EIGHT
NO STRIKE – NO LOCKOUT

Section 1: An unauthorized strike is a strike that is not authorized by the International Office of the Communications Workers of America. The Union will not cause, engage in, or support any unauthorized strike, boycott, slowdown, sympathy strike or work stoppage. The foregoing no-strike promise shall cover work stoppages for any reason including alleged or factual unfair labor practices or alleged or actual breach of contract by the Company.

Section 2: Any employee participating in any action contrary to this Article will be disciplined.

Section 3: The Company agrees it will not cause a lockout of employees during the life of this Agreement. It is understood and agreed that a lockout means a voluntary cessation of operations by the Company to prevent employees from working.

Section 4: There shall be absolutely no interference by the Union, its officers, agents, employees or members, to prevent or impede free ingress and/or egress by any person to and from the Company's area of work or the Navy's property or the free and unhindered use of the Company's vehicles or other property.

Section 5: Notwithstanding any Article to the contrary, Sections 1, 3 and 4 of this Article shall not be subject to the grievance or arbitration procedures.

ARTICLE NINE
SENIORITY

Section 1: Seniority is the right of preference with reference to tours, vacations, layoff or recall measured by length of cumulative service as further provided herein.

Section 2: New permanent employees, regardless of classification shall be considered on probation for a period of sixty (60) actual days worked from the date of hire. Probationary employees will not earn vacation or sick leave during their probationary period. Any employee may be terminated during his/her probation period without recourse to the grievance or arbitration procedures. All employees requiring a Government clearance or National Agency Clearance (NAC) will be terminated without recourse to the grievance/ arbitration procedure if denied a security clearance or Trustworthy National Agency Clearance (TNAC) by the Government agency responsible for issuing the clearance.

Section 3: Seniority shall commence at the end of the probationary period. The seniority date will revert to the date of permanent employment on the payroll of the Company under this Agreement in any classification. For seniority there are three groups: full-time, part-time, and electrician. On-call employees are considered temporary employees and will not have seniority rights except in the filling of an opening in a permanent position. If more than one person has the same seniority date, the person with the highest last four digits of their social security number will be senior.

Section 4: Seniority lists giving name, initial permanent hire date, and classification seniority date will be furnished to the Union within ten (10) days after the effective date of the Agreement. Additions and deletions will be provided to the Union at six (6) month intervals.

ARTICLE TEN

HOURS OF WORK AND OVERTIME COMPENSATION

Section 1: No overtime shall be worked unless pre-authorized by a member of management.

Section 2: Time worked in excess of forty (40) hours in any workweek or eight (8) hours in any workday, exclusive of meal periods, shall be considered as overtime and paid at the rate of time and a half.

Section 3: Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.

Section 4: Overtime work shall be distributed among the employees qualified to perform the work necessitating overtime as equitable as possible.

Section 5: Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one-tenth (1/10) hour.

Section 6: The Company will make every reasonable effort consistent with its operating requirements to give affected employees two (2) hours notice when overtime work is required. If given two (2) hours notice to work overtime, an employee is required to work overtime except in cases of bona fide emergencies. Exceptions will be considered on a case-by-case basis.

Section 7: Full time employees sent home by the Project Manager prior to the end of their shift due to lack of work shall be compensated for a full shift.

Section 8: In the event Naval Support Activity, Panama City Beach, Florida is closed on a day in which an employee is scheduled to work, the employee shall be compensated for the number of hours scheduled provided the Company received compensation from the Government.

ARTICLE ELEVEN

WAGES

Section 1: On the effective date of this Collective Bargaining Agreement, the hourly base wage rate will become:

Custodial	Years 0 – 4	1 st year	3% annual increase = \$8.50
		2 nd year	3% annual increase = \$8.76
		3 rd year	3% annual increase = \$9.02
		4 th year	3% annual increase = \$9.29
Electrician	Years >5	1 st year	6% annual increase = \$8.75
		2 nd year	3% annual increase = \$9.01
		3 rd year	3% annual increase = \$9.28
		4 th year	3% annual increase = \$9.56
Electrician			\$20.79

On each anniversary after the first year of this Agreement through and including 2008, the base wages will be increased by 3% as indicated.

ARTICLE TWELVE

VACATIONS

Section 1: Employees shall be entitled to a paid vacation on the following basis:

- (a) If in the continuous employ of the Company for one (1) year, vacation entitlement is two (2) weeks (80 hours). On the first day of the month following the first year anniversary date, the employee will be credited with eighty (80) hours of vacation. On the first day of each succeeding month, the employee will be credited with 6.666 hours of earned vacation.
- (b) If in the continuous employ of the Company for five (5) years or more, vacation entitlement is three (3) weeks (120 hours). On the first day of the month following the fifth year anniversary date, the employee will be credited with an additional forty (40) hours of vacation. On the first day of each succeeding month, the employee will be credited with 10 hours of earned vacation.

- (c) If in the continuous employ of the Company for ten (10) years or more, vacation entitlement is four (4) weeks (160 hours). On the first day of the month following the tenth year anniversary date, the employee will be credited with an additional forty (40) hours of vacation. On the first day of each succeeding month, the employee will be credited with 13.333 hours of earned vacation.
- (d) Vacation credit will accrue during any calendar month to eligible employees who are on active pay status or authorized time off with pay for more than one-half (½) of the calendar month. Employees who are in a Leave Without Pay status for more than one half of the month will not earn vacation for that month.
- (e) Compensation for the vacation period shall be computed at the employee's base rate of pay in effect at the time the vacation is taken.
- (f) Employees shall receive vacation pay in advance of their vacation provided pay is requested in writing at least two (2) weeks in advance of the pay day immediately prior to the date approved for the start of such vacation. Vacation pay will be issued as a separate check.
- (g) Employees shall be permitted to split their vacation, however, in splitting his/her vacation after the employee expresses his/her preference for one portion of his/her vacation, he/she will be precluded from selecting the remainder of his/her vacation until all other employees have been given an opportunity to express a vacation preference. Initial selection of vacation preference must be made for each fiscal year (October 1 – September 30) prior to November 1st.
- (h) Vacation preferences shall be submitted to the Company for approval and senior employees shall have vacation preferences. The Company will allow as many employees as operational requirements permit to take vacations at any one time. Vacations in excess of two (2) weeks duration are discouraged but will be considered on an individual basis. Employees will be allowed to take vacation in increments of one hour or more. Once approved by the Company, an employee's vacation shall not be changed except by mutual agreement of the employee and the Company.
- (i) Vacation can be accumulated up to 160 hours. On September 30 of each year any vacation hours in excess of 160 hours must be sold back.
- (j) Employees entitled to vacation can sell back their unused vacation in blocks of a minimum of forty (40) hours except when required by section (i). Requests must be in writing two (2) weeks prior to the payday the payment is desired. All vacation sold will be paid at the employee's base rate at the time the vacation is sold.

- (k) Notwithstanding that an employee is otherwise entitled to vacation and has qualified for the same, he/she forfeits all vacation pay or privileges if prior to taking vacation he/she quits without giving the Company a one (1) week written notice of his/her intention to quit.

Section 2: Part time employees will earn vacation on a pro-rated basis.

Section 3: Company will pay health and welfare when an employee sells back vacation to a maximum health and welfare benefit of 2080 per year (40 hours per week).

ARTICLE THIRTEEN HOLIDAYS

Section 1: Authorized scheduled holidays:

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

These scheduled holidays will be observed on the same day they are observed by the U.S. Government.

Section 2: Two optional holidays will be authorized each year this CBA is in effect. An employee can take optional holidays on a day of choice. Except in emergencies, they must be requested a minimum of five (5) working days in advance of the date desired.

Section 3: In order to be eligible for a paid holiday, the employee in question must have worked the last scheduled working day immediately before and after the holiday, unless his/her absence is due to on-the-job injury, verifiable emergency or previously approved vacation.

Section 4: When a scheduled holiday falls on a full time employee's day off, his/her next workday shall be observed as the holiday. An extra day will be added to a full time employee's paid vacation if a scheduled holiday falls within the vacation period.

Section 5: All employees required to work on a scheduled holiday, as set forth in this Agreement, will be paid at one and a half (1½) times the regular rate of pay for all hours worked. This amount is in addition to their regular holiday pay.

Section 6: Part time employees will be paid holiday pay for the number of hours they would have been scheduled to work on the scheduled holiday or optional holiday.

ARTICLE FOURTEEN
BREAKS AND LUNCH PERIODS

Section 1: Full time employees shall receive two (2) fifteen (15) minute paid breaks each workday. One break will be taken in the morning in a time period between 9:00 AM and 10:00 AM and another will be taken in the afternoon in a time period between 1:15 PM and 1:45 PM.

Section 2: Full time employees shall receive one (1) thirty (30) minute non-paid lunch period each workday. This lunch period will be taken from 11:30 AM to 12:00 PM (noon).

Section 3: Part time employees assigned to work more than four (4) continuous hours will receive one (1) paid fifteen (15) minute break at the end of the first two (2) hours of work. Should they be assigned to work a full day in place of a full time employee, the part time employee will receive the same paid breaks as the full time employees.

Section 4: Part time employees assigned to work greater than four (4) hours in any one day will receive one (1) thirty (30) minute non-paid lunch period at the end of the first four (4) hours of work.

ARTICLE FIFTEEN
BENEFITS

Section 1: On the effective date of this Collective Bargaining Agreement, the Company will pay employees a Health and Welfare (H&W) rate of \$2.59 per hour worked. Annually thereafter the H&W rate will be increased by 5% through 2008, or increased to match the H&W rate in the DOL Wage Determination for Bay County, Florida, when included in the contract by the U.S. Navy via modification, whichever is greater. This cash payment will be in lieu of life, accident and health insurance plans, and saving and thrift plans.

Section 2: All employees who meet eligibility requirements will become members of the Trusted Hand Service Profit Sharing Plan.

Section 3: The Company will pay the following Premium Pay to eligible employees:

- (a) Floor Maintenance Premium Pay: \$0.25 per hour worked using a buffer, burnisher, dry foam cleaner, or extractor machine.
- (b) Shift Differential Pay: \$0.25 per hour for all work performed between 3:00 PM and 12:00 midnight; \$0.55 per hour for all work performed between 12:00 midnight and 6:00 AM.

Section 4: All employees will be authorized to join the Coastline Credit Union in Jacksonville, Florida. The Company will make payroll deductions to this credit union. The Company will not make payroll deductions to any other organization unless ordered to do so by a court of law.

ARTICLE SIXTEEN

DISCIPLINE

Section 1: In the administration of this Article a basic principle shall be that discipline should be corrective in nature rather than punitive. No employee shall be disciplined or discharged except for just cause. Any such discipline or discharge with the exception of oral reprimands shall be subject to the grievance procedure provided for in this Agreement.

Section 2: The Company will schedule a Discipline Hearing whenever an employee is in violation of this Agreement or the Company's Standards of Employment. The hearing will be scheduled to be conducted no later than three (3) working days following the knowledge of the alleged violation. The employee and Shop Steward will be informed of the hearing schedule and alleged violation in writing.

Section 3: Discipline will be in accordance with Trusted Hand Service Standards and Conditions of Employment. Each employee will receive a briefing on the contents of the Standards and Conditions of Employment by the Project Manager. Each employee will receive a copy of the Standards and Conditions of Employment. Each employee will be required to sign an Acknowledgement Statement of receiving the brief by the Project Manager and being provided a copy of the Standards and Conditions of Employment. This Acknowledgement Statement will become a part of the employee's file.

ARTICLE SEVENTEEN

GRIEVANCE PROCEDURE

Section 1: The Company agrees to meet with the Union at any reasonable time for the purpose of handling complaints and grievances of the employees covered by this Agreement. Any controversy between any employee or employees, or the Union, and the Company involving the application, interpretation or alleged violation of any provisions of this Agreement with the exception of those specific articles or provisions which are exempt from this procedure.

Section 2: When the Company requests a meeting with the Union Steward during working hours, the Steward will not be docked for time lost in attending such meeting; however, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid.

Section 3: The Company agrees to recognize one (1) Steward.

Step 1: Any employee having a complaint or grievance under this Agreement shall first discuss their grievance with their Project Manager/supervisor or with their Steward. The aggrieved employee or his/her Steward shall discuss the grievance with the aggrieved employee's Project Manager/supervisor not later than ten (10) working days after the occurrence causing the complaint or grievance or a date as agreed to in writing by the Project Manager and Union President. Within ten (10) working days or a date as agreed to in writing by the Project Manager and Union President from receipt of verbal

notification of the grievance or complaint the Project Manager/supervisor will provide a verbal response to the aggrieved employee or his/her Steward.

Step 2: If the matter is not resolved by the aggrieved employee's Project Manager/supervisor, then the complaint or grievance shall be reduced to writing and signed by the aggrieved employee and the local Union President or his/her designee and submitted in duplicate to the Project Manager or his/her designee within ten (10) working days after the date or a date as agreed to in writing by the Project Manager and Union President of the decision given by the aggrieved employee's Project Manager/supervisor. The local Union President and the Project Manager shall meet on the grievance within ten (10) working days or a date as agreed to in writing by the Project Manager and Union President after receipt of the Step 2 grievance. Within ten (10) working days of this Step 2 meeting or a date as agreed to in writing by the Project Manager and Union President the Project Manager shall submit an answer in writing to the aggrieved employee and the local Union President.

Step 3: If the matter is not resolved in Step 2, the grievance shall be signed by the aggrieved employee and the local Union President and submitted in duplicate, certified mail, to the Chief Operating Officer, or designee, along with any and all documents to be considered, within ten (10) working days after the date of the Step 2 Project Manager's written answer or a date as agreed to in writing by the Company Chief Operating Officer and Union President. Within ten (10) working days from receipt of such written grievance or a date as agreed to in writing by the Company Chief Operating Officer and Union President, the Chief Operating Officer shall submit an answer in writing to the aggrieved employee and the local Union President.

Time limits may be extended by mutual agreement of the parties in writing.

ARTICLE EIGHTEEN

ARBITRATION

Section 1: If the grievance has been processed in accordance with the requirements of the aforesaid paragraphs and remains unsettled, either party may request arbitration in the following manner:

- (a) Within forty-five (45) calendar days after rejection of the answer to the grievance by the Chief Operating Officer or his/her designee, either party may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators.
- (b) Within ten (10) working days after receipt of the list of arbitrators, representatives of the Union and Company will alternately strike names and the last remaining name on the list shall be the arbitrator to hear the case. The first party to strike shall be the party seeking arbitration.

Section 2: Any grievance not carried to the next step by the Union within the prescribed time limits or any such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

Section 3: The arbitrator shall not have the authority to alter, amend or change the terms and provisions of this Agreement in any way.

Section 4: The decision of the arbitrator, within the purview of this authority, shall be final and binding upon all parties.

Section 5: The reasonable fee and expenses of the arbitrator shall be borne equally by both parties.

Section 6: The time limits set forth herein may be extended only by mutual agreement of the parties in writing.

Section 7: No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event that gave rise to the grievance under consideration.

Section 8: Any award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation, which might have been earned.

ARTICLE NINETEEN **LEAD WORKERS**

Section 1: A Lead Worker is a working leader of a group and is charged with the responsibility of leading, directing, and/or approving and signing for the work of other employees. He/she is responsible for the quality and quantity of work within his/her group.

Section 2: Whenever the Company appoints a Lead Worker, he/she will receive a premium of \$0.65 per hour over his/her base rate. Since the Lead Worker is not a separate classification, the Company may appoint or change Lead Workers based on performance and ability without consideration of seniority.

ARTICLE TWENTY **WORK CLOTHING AND TOOLS**

Section 1: Where employees are required by the Company to wear standard Company coveralls, uniforms, or specialized work clothing, such clothing shall be furnished by the Company, and the Company will pay each employee twenty-five cents (\$0.25) per hour worked but not more than \$10.00 per week to defray the cost of keeping their uniforms clean. If an employee is required to wear boots to perform their work, the Company will provide the boots. The Company will provide boots to the night floor crew. These boots remain the property of the Company, and will be returned to the Company when no longer

employed. The boots will only be worn when working for the Company at NSA Panama City Beach.

Section 2: In those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other personal garments, and do not require any special treatment, such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor, by law, or by the nature of the work, there is no requirement to pay maintenance costs.

Section 3: The electrician will be required to provide his/her own hand tools required to perform the tasks assigned. All hand tools required by custodians and employees assigned to perform floor work will be supplied by the Company.

ARTICLE TWENTY-ONE

SICK LEAVE

Section 1: Each full time employee will earn four (4) hours sick leave each month. Sick leave credit will accrue during any calendar month to full time employees who are on active pay status or authorized time off with pay for more than one half (½) of the calendar month. Employees who are in a Leave Without Pay status for more than one half of the month will not earn sick leave for that month.

Section 2: Employees can accumulate up to 160 hours of sick leave. Any sick leave accumulated by an employee at termination of employment will be lost. Sick leave cannot be sold.

Section 3: Employees can use sick leave to take time off with pay for the following reasons:

- (a) Employee is too ill to report to work.
- (b) Employee has a doctor or dental appointment. Proof of appointment required.
- (c) Employee’s immediate family member is ill and requires employee’s presence. (Immediate family member is defined as spouse, child, mother/mother-in-law, or father/father-in-law.)
- (d) Employee’s minor child or elderly parent has a medical or dental appointment. Proof of appointment required.
- (e) Employee is on approved Family Medical Leave.

Section 4: Illness of employee or immediate family member requiring the employee to be off for three consecutive working days requires a doctor’s written excuse in order for the employee to be eligible to use sick leave.

Section 5: Part time and on-call employees will earn sick leave on a pro-rated basis based on actual hours worked during the month.

Section 6: Employees can use sick leave in increments of one hour or more.

Section 7: An employee shall have the option of taking leave without pay or using vacation time as paid sick leave.

ARTICLE TWENTY-TWO **BEREAVEMENT LEAVE**

Section 1: An employee shall be granted three (3) days off without loss of pay upon the death of a spouse, child, or parent.

ARTICLE TWENTY-THREE **JURY DUTY**

Section 1: Employees who serve as jurors shall receive their regular straight time rate for scheduled work missed less the fee received for jury services. Upon return from jury duty employees will submit proof of attendance.

Section 2: Employees who are summonsed to jury duty and are dismissed from jury duty before noon on the day serviced will be required to return to work.

ARTICLE TWENTY-FOUR **MILITARY SERVICE**

Section 1: Any full or part time employee, who is drafted for military service or training in the Armed Forces of the United States or its subdivisions, shall upon completion of such service or training be restored to the exact status, including any wage increase, that he/she would have had if his/her employment had not been interrupted.

Section 2: Any full or part time employee who is a member of the National Guard or Military Reserve will be granted leave of absence when ordered to active duty for annual training and will be paid the difference, if any, in pay between his/her military pay and their regular pay. This provision will only apply to one active duty training period per year of two weeks or less. Additional training periods and training periods of longer lengths will be covered in Section 1.

ARTICLE TWENTY-FIVE **UNION MEMBERSHIP**

Section 1: The Union will represent all employees included in the bargaining unit. Membership in the Union will be determined by choice of the bargaining unit member. The Company will inform the Union in writing of each employee hired. The Union can contact the employee during off shift hours and solicit membership. An employee does not have to become or remain a member of the Union to work on the project covered by this agreement.

ARTICLE TWENTY-SIX **UNION DUES DEDUCTION**

Section 1: Each employee who is a member of the bargaining unit on or after the effective date of the Agreement AND who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning fifteen (15) days following the sixtieth (60) day of their employment by the Company or the thirtieth (30) day of the first full month this Agreement is in effect, whichever is later. Failure of an employee to comply with this requirement shall upon written request of the Union result in termination of such employee.

Section 2: It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment.

Section 3: The Union shall indemnify the Company and save it harmless on account of any claims, suits, or other kinds of liabilities, including reasonable attorney's fees and costs incurred in connection with such claims it might have to face because it relied on Union authorization (check off) forms or any written information given to it by the Union in connection with this Article.

Section 4: The Company agrees to deduct each month the regular monthly Union dues and/or initiation fees, as provided for in Section 1 and Section 6 of this Article, commencing with the dues deduction for the authorized month, required as a condition of continuing employment, from the pay of those employees who are covered by the terms and conditions of the Collective Bargaining Agreement, and who are employed in a pay status during the said month, and who shall have executed and furnished the Company an authorization in the form furnished by the Union. The Union shall furnish the Company a letter stating the Union dues formula to be used in these deductions. Such letter shall be in effect to the end of this Agreement unless modified by the Union.

Section 5: The Union shall furnish the Company by the fifteenth (15) day of each month any authorizations, which have been executed. Each authorization form shall contain as a minimum, the name, social security number and signature of the employee executing the form.

Section 6: The Company shall deduct one half (½) the dues from the first pay period each month and one half (½) the dues from the second pay period each month provided that the deduction has been properly authorized as outlined above and provided further that sufficient earnings remain to cover the Union dues after all deductions required by law, and such deductions shall continue in a like manner thereafter. For those months with three pay periods the Company will not deduct dues the third pay period.

Section 7: The Union accepts all responsibility for the authenticity of each authorization. Any authorization that is incomplete or in error will be returned to the Union immediately for correction.

Section 8: Deductions shall be remitted not later than the thirtieth (30) day of each month in which the deductions are made to the financial officer who shall be properly designated by the Union. The Company will furnish a list of those employees for whom dues deductions have been made with the payment to the Union.

ARTICLE TWENTY-SEVEN **REDUCTION IN FORCE**

Section 1: The size of the workforce will be determined by contract requirements and Company manning plans. The Company will maintain its workforce at a sufficient level to ensure services required by its contract are properly supplied.

Section 2: Should a reduction in force be required, the Company will lay-off employees according to seniority.

Section 3: Employees laid off will be eligible for rehire six months from the date of the date they are laid off. They will be offered rehire in order of seniority. Rehire notices will be sent by registered mail to the last known address. Those not responding within ten (10) days of delivery will be removed from the rehire list. The responsibility to maintain accurate address on file lies with the employee.

Section 4: Full time employees laid off can bump a part time employee. Any employee laid off can go on the On-Call List and will be assigned an On-Call seniority date.

ARTICLE TWENTY-EIGHT **CALL OUTS**

Section 1: A call out is defined as calling a regular full time or part time employee in to work during hours that do not regularly work to perform work for the Company. Having an employee remain after their regular shift is not considered a call out.

Section 2: An employee will be paid a minimum of two (2) hours pay at their straight time rate if the Call Out starts at or after 6:30 AM and before 3:00 PM.

Section 3: An employee will be paid a minimum of three (3) hours pay at their straight time rate if the Call Out starts at or after 3:00 PM and before 6:30 AM.

ARTICLE TWENTY-NINE **PART TIME AND ON-CALL EMPLOYEES**

Section 1: Part time employees will have a seniority system within the part time employee group. The seniority system will be based on the part time seniority date.

Section 2: A part time employee will enjoy the same displacement rights, reduction-in-force procedure applicable to full time employees. Any employee bumping can only do so laterally or downward, must be qualified for the job he/she is bumping into, and must be "senior" by his/her part time seniority date to the person bumped.

Section 3: Part time employees who obtain a full time job with the Company will have a full time seniority date assigned which will coincide with their change in status.

Section 4: Part time and on-call employees will receive time and one half (½) if they work on a holiday or exceed 40 hours in one week.

Section 5: Part time employees are those permanent personnel who have been hired for work schedules less than required of a full time employee. Part time workers will normally be scheduled to work less than 35 hours per week. If a part time employee is used to fill in for a full time employee absent from work, the part time employee can work the full time schedule for up to sixty (60) working days but will remain a part time employee.

Section 6: An On-Call employee is identified as any employee who is called to work an undetermined number of scheduled hours per week, and as the need arises on a daily basis as determined by the Employer. In the event of establishment of new positions or vacancies for part time employment with the Company, the senior qualified On-Call employee will be given first opportunity for employment. On-Call employees do not receive holiday pay nor do they earn sick leave. On-Call employees can earn vacation if they meet the minimum employment periods.

Section 7: When a full time position comes open, the senior qualified part time employee will be given the first opportunity to fill the position.

ARTICLE THIRTY **LEAVE OF ABSENCE**

Section 1: Upon the approval of the Company, an unpaid leave of absence of up to thirty (30) working days in one calendar year will be granted an employee for medical reasons due to sickness of the employee or an immediate family member. Proper medical documentation will be required to receive this leave of absence. During such leave the employee's seniority shall accumulate. An employee cannot be placed on a leave of absence until all earned sick leave and earned vacation time is exhausted. Under extenuating circumstances this leave of absence may be extended with the approval of the Chief Operating Officer.

Section 2: Upon written request of the President of the Local, any employee elected or appointed for full time Union activity shall be granted a leave of absence without pay, not to exceed one year. This leave shall be renewed with written application to the Company. Seniority will accumulate during the period of such leave.

Section 3: If such leave under Sections 1 and 2 above is approved by the Company and an employee accepts any employment while on leave of absence except that which has been specially approved in writing by the Company, the employee automatically terminates employment with the Company. This termination will be considered a resignation without notice.

ARTICLE THIRTY-ONE **DRUG AND ALCOHOL POLICY**

Section 1: The Company and the Union and the bargaining unit employees agree that the use of controlled substances (illegal drugs and alcohol) results in the presence of substances in the body that can cause accidents, lower a person's productivity, affect coordination and slow reflexes. Accordingly, the Company, the Union, and all bargaining unit employees agree to maintain a drug and alcohol free work environment for the benefit of themselves and the United States Navy.

Section 2: The company will publish a statement notifying all bargaining unit employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited at all times, either on or off duty.

Section 3: The Company and the Union agree that for violation of the no drug and alcohol use prohibition, an employee may be disciplined.

Section 4: The Company shall have the right to establish a drug and alcohol free awareness program to inform employees about:

- (a) The dangers of drug and alcohol abuse.
- (b) The Company and Union policy of maintaining a drug and alcohol free workplace.
- (c) The penalties that may be imposed upon employees for drug and alcohol abuse violations.

Section 5: To meet security requirements the Company agrees to provide each employee engaged in the performance of the service contract at Naval Support Activity, Panama City Beach, Florida, with a statement that, as a condition of employment, all employees agree to notify the Company of any criminal drug statute conviction or driving under the influence of alcohol conviction occurring no later than five (5) days after such conviction.

Section 6: The Company shall have the right to notify the contracting Government agency of any contractor employee who has been convicted of violations of criminal drug or driving under the influence of alcohol laws that occurred.

Section 7: Testing current employees:

- (a) Each quarter three employees will be randomly selected from all Trusted Hand Service employees employed at the Naval Support Activity, Panama City Beach, Florida, by the testing facility to be tested for drug use. The employees to be tested will be selected randomly from a list of employees identified only by the individual employee number. All testing will be performed during working hours.
- (b) Any employee who causes an industrial accident with injuries that require medical attention other than first aid or causes damages to company or customer equipment or vehicles will be tested for drug and alcohol use.

- (c) Any current employee who tests positive for any drug will have the test results confirmed through the use of the gas chromatography/mass spectrometry (GS/MS) method. Any current employee who refuses to take a drug test or has a confirmed positive test for drug or alcohol use will be subject to discipline in accordance with the Standards and Conditions for Employment.

Section 8: Each new employee will be required to perform a drug test at some point during and prior to the end of their 60-day probationary period. A positive result or refusal to take a test when directed will result in immediate termination.

ARTICLE THIRTY-TWO

SEPARABILITY OF THE CONTRACT

Section 1: Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction, such as invalidation of such part or parts of the Agreement, shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

Section 2: In the event any portion of this Agreement is deemed invalid pursuant to Section 1 the parties agree to bargain on a possible substitute.

ARTICLE THIRTY-THREE

SAFETY

Section 1: It shall be the policy of the Company to make every reasonable effort to provide employees a safe and healthy working environment.

Section 2: When the Company requires an employee to use or wear safety equipment, the Company will provide such equipment. This does not include personal safety attire such as shoes or prescription glasses.

Section 3: Any employee who becomes aware of a work related accident should immediately notify the Project Manager/supervisor of the accident.

Section 4: Any employee who becomes injured on the job or has reason to believe they have been injured shall notify their Project Manager/supervisor immediately.

Section 5: Any employee who fails to follow established safety practices shall be subject to progressive discipline up to and including dismissal.

Section 6: When an employee believes that an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the Project Manager/supervisor. The Project Manager/supervisor shall investigate the report, and make a reasonable effort to take action deemed appropriate.

Section 7: The Company shall notify the Shop Steward of any and all on-the-job accidents.

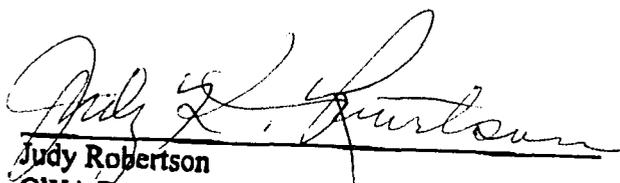
Effective Date of Agreement: May 25, 2005

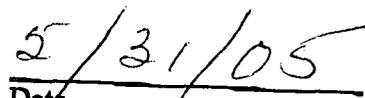
TRUSTED HAND SERVICE, INC.


Katy Moon
President


Date

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO**


Judy Robertson
CWA Representative
District Three


Date

2009 - 2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TRUSTED HAND SERVICE, INC.
NAVAL SUPPORT ACTIVITY
PANAMA CITY BEACH, FLORIDA**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL – CIO**

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ARTICLE ONE **RECOGNITION**

Section 1: The National Labor Relations Board having duly certified the Communications Workers of America, AFL-CIO, further referred to as the Union, in Case No. 15-CA-13285 is recognized by Trusted Hand Service, Inc., further referred to as the Company, in accordance with Section 9(a) of the National Labor Relations Act, as amended, as the sole and exclusive bargaining agent for all full-time and part-time/on-call employees including the electrician and helper employed by the Company at the Naval Support Activity, Panama City Beach, Florida, on the Base Operating Support Contract, excluding all office clerical employees, guards, managers, administrative assistant, professional employees, and other supervisors as defined in the Act.

ARTICLE TWO **INTENT AND PURPOSE**

Section 1: It is the intent and purpose of this agreement to assure sound and mutually beneficial industrial and economic relationships between the parties thereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding of grievances, and to set forth the basic agreement between the parties covering rates of pay, hours of work and other conditions of employment.

Section 2: The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this agreement.

Section 3: This agreement shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect by the consolidation, merger, sale, transfer, succession of assignment of either party, or affected, modified, altered or changed in any respect by the change in any kind in the legal status, ownership or management of either party.

ARTICLE THREE **DURATION**

Section 1: This Collective Bargaining Agreement will be a multiple year agreement and shall be effective as of May 25, 2009. This agreement shall remain in full force and in effect from year to year thereafter until May 24, 2013 unless notice is given in writing of a desire to change, modify or terminate this Agreement by either party to the other party sixty (60) days or more prior to the expiration of this Agreement.

ARTICLE FOUR
NON-DISCRIMINATION

Section 1: The Company agrees it will not discriminate against any employee because of either membership or non-membership in the Union or participation in the Union's lawful activities. Nor shall the Company discriminate against any employee or group of employees for presenting to their supervisor any complaints, disputes, or grievances, in the manner provided in this Agreement.

ARTICLE FIVE
UNION STEWARDS

Section 1: The Company will recognize one Departmental Representative selected by the Union Local President. In absence of the Departmental Representative the Union will appoint one additional bargaining unit employee as a Steward to perform duties of such office. The name of the Departmental Representative and the Steward shall be provided in writing by the Union within ten (10) days following the effective date of this agreement. Any changes in the identity of the Departmental Representative or Steward shall be provided by the Union, in writing, as necessary. The Departmental Representative or Steward will be allowed to confer with management during working hours by making an appointment. The Departmental Representative or Steward will be allowed to represent bargaining unit employees during working hours at disciplinary hearing or when a meeting with the Departmental Representative or Steward is requested by a bargaining unit employee. When a Departmental Representative or Steward is representing a bargaining unit employee at a disciplinary meeting conducted by the Company, the Departmental Representative or Steward shall suffer no loss of pay. The Departmental Representative or Steward will be allowed time off from work to conduct Union business when a request is received at least one working day prior in writing by the Union local. Compensation for this time off will be paid by the Union.

Section 2: The Union will provide the Departmental Representative and the Steward with an identification badge, which they will wear only when acting in the capacity as the Departmental Representative or Steward.

Section 3: The Departmental Representative and Steward will have seniority rights based solely on his/her established seniority date.

Section 4: When the Departmental Representative or Steward is involved in joint Company Union meetings they will suffer no loss of pay.

ARTICLE SIX
BULLETIN BOARD

Section 1: The Company will provide one bulletin board for use by the Union. The Departmental Representative will be responsible for posting items on this board and ensuring only appropriate material is placed on this board. This board will be located in the vicinity of the time clock.

ARTICLE SEVEN

MANAGEMENT RIGHTS

Section 1: The management of the Company and the direction of its working forces, including, but not limited to, the rights to determine whether to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs and employees, change materials, processes, products, equipment and operations, and sub-contract work shall be vested exclusively in the Company. The Company agrees it will not contract out craftwork to the extent that would result in the lay-off of any regular full-time or part-time employee who would regularly perform such work. The Company shall be the sole judge of applicants of employment, their qualifications and physical fitness. The Company shall have the right to schedule and assign work to be performed and the right to hire and rehire employees, discipline or discharge for any cause not in violation of this Agreement, transfer or layoff of employees because of lack of work or other legitimate reasons. The Company reserves and retains in full and completely any and all management rights, prerogatives and privileges except only as specifically limited by this Agreement, or by applicable Federal, state and local laws.

ARTICLE EIGHT

NO STRIKE – NO LOCKOUT

Section 1: An unauthorized strike is a strike that is not authorized by the International Office of the Communications Workers of America. The Union will not cause, engage in, or support any unauthorized strike, boycott, slowdown, sympathy strike or work stoppage. The foregoing no-strike promise shall cover work stoppages for any reason including alleged or factual unfair labor practices or alleged or actual breach of contract by the Company.

Section 2: Any employee participating in any action contrary to this Article will be disciplined.

Section 3: The Company agrees it will not cause a lockout of employees during the life of this Agreement. It is understood and agreed that a lockout means a voluntary cessation of operations by the Company to prevent employees from working.

Section 4: There shall be absolutely no interference by the Union, its officers, agents, employees or members, to prevent or impede free ingress and/or egress by any person to and from the Company's area of work or the Navy's property or the free and unhindered use of the Company's vehicles or other property.

Section 5: Notwithstanding any Article to the contrary, Sections 1, 3 and 4 of this Article shall not be subject to the grievance or arbitration procedures.

ARTICLE NINE

SENIORITY

Section 1: Seniority is the right of preference with reference to tours, vacations, layoff or recall measured by length of cumulative service as further provided herein.

Section 2: New permanent employees, regardless of classification shall be considered on probation for a period of sixty (60) actual days worked from the date of hire. Probationary employees will not earn vacation or sick leave during their probationary period. Any employee may be terminated during his/her probation period without recourse to the grievance or arbitration procedures. All employees requiring a Government clearance or National Agency Clearance (NAC) will be terminated without recourse to the grievance/arbitration procedure if denied a security clearance or Trustworthy National Agency Clearance (TNAC) by the Government agency responsible for issuing the clearance.

Section 3: Seniority shall commence at the end of the probationary period. The seniority date will revert to the date of permanent employment on the payroll of the Company under this Agreement in any classification. For seniority there are three groups: full-time, part-time, and electrician. On-call employees are considered temporary employees and will not have seniority rights except in the filling of an opening in a permanent position. If more than one person has the same seniority date, the person with the highest last four digits of their social security number will be senior.

Section 4: Seniority lists giving name, initial permanent hire date, and classification seniority date will be furnished to the Union within ten (10) days after the effective date of the Agreement. Additions and deletions will be provided to the Union at six (6) month intervals.

ARTICLE TEN

HOURS OF WORK AND OVERTIME COMPENSATION

Section 1: No overtime shall be worked unless pre-authorized by a member of management.

Section 2: Time worked in excess of forty (40) hours in any workweek or eight (8) hours in any workday, exclusive of meal periods, shall be considered as overtime and paid at the rate of time and a half.

Section 3: Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.

Section 4: Overtime work shall be distributed among the employees qualified to perform the work necessitating overtime as equitable as possible.

Section 5: Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one-tenth (1/10) hour.

Section 6: The Company will make every reasonable effort consistent with its operating requirements to give affected employees two (2) hours notice when overtime work is required. If given two (2) hours notice to work overtime, an employee is required to work overtime except in cases of bona fide emergencies. Exceptions will be considered on a case-by-case basis.

Section 7: Full time employees sent home by the Project Manager prior to the end of their shift due to lack of work shall be compensated for a full shift.

Section 8: In the event Naval Support Activity, Panama City Beach, Florida is closed on a day in which an employee is scheduled to work, the employee shall be compensated for the number of hours scheduled provided the Company received compensation from the Government.

ARTICLE ELEVEN

WAGES

Section 1: On the effective date of this Collective Bargaining Agreement, the hourly base wage rate will become:

Custodial	Years 0 – 2	1 st year	2.5% annual increase = \$9.52
		2 nd year	3% annual increase = \$ 9.81
		3rd year	3% annual increase = \$ 10.10
		4th year	3% annual increase = \$ 10.40
	Years 2– 4	1 st year	4% annual increase = \$9.66
		2 nd year	3% annual increase = \$9.94
		3rd year	3% annual increase = \$10.23
		4th year	3% annual increase = \$10.54
	Years >5	1 st year	4% annual increase = \$ 9.94
		2 nd year	3% annual increase = \$ 10.23
		3rd year	3% annual increase = \$ 10.54
		4th year	3% annual increase = \$ 10.86
Electrician		\$ 23.39	

On each anniversary after the first year of this Agreement through and including 2012, the base wages will be increased by 3% as indicated.

ARTICLE TWELVE

VACATIONS

Section 1: Employees shall be entitled to a paid vacation on the following basis:

- (a) If in the continuous employ of the Company for one (1) year, vacation entitlement is two (2) weeks (80 hours). On the first day of the month following the first year anniversary date, the employee will be credited with eighty (80) hours of vacation. On the first day of each succeeding month, the employee will be credited with 6.666 hours of earned vacation.
- (b) If in the continuous employ of the Company for five (5) years or more, vacation entitlement is three (3) weeks (120 hours). On the first day of the month following the fifth year anniversary date, the employee will be credited with an additional forty (40) hours of vacation. On the first day of each succeeding month, the employee will be credited with 10 hours of earned vacation.
- (c) If in the continuous employ of the Company for ten (10) years or more, vacation entitlement is four (4) weeks (160 hours). On the first day of the month following the tenth year anniversary date, the employee will be credited with an additional forty (40) hours of vacation. On the first day of each succeeding month, the employee will be credited with 13.333 hours of earned vacation.
- (d) Vacation credit will accrue during any calendar month to eligible employees who are on active pay status or authorized time off with pay for more than one-half ($\frac{1}{2}$) of the calendar month. Employees who are in a Leave Without Pay status for more than one half of the month will not earn vacation for that month.
- (e) Compensation for the vacation period shall be computed at the employee's base rate of pay in effect at the time the vacation is taken.
- (f) Employees shall receive vacation pay in advance of their vacation provided pay is requested in writing at least two (2) weeks in advance of the pay day immediately prior to the date approved for the start of such vacation. Vacation pay will be issued as a separate check.
- (g) Employees shall be permitted to split their vacation, however, in splitting his/her vacation after the employee expresses his/her preference for one portion of his/her vacation, he/she will be precluded from selecting the remainder of his/her vacation until all other employees have been given an opportunity to express a vacation preference. Initial selection of vacation preference must be made for each fiscal year (October 1 – September 30) prior to October 1st. Selection will begin August 1st and must be completed by September 30th.

- (h) Vacation preferences shall be submitted to the Company for approval and senior employees shall have vacation preferences. The Company will allow as many employees as operational requirements permit to take vacations at any one time. Vacations in excess of two (2) weeks duration are discouraged but will be considered on an individual basis. Employees will be allowed to take vacation in increments of one hour or more. Once approved by the Company, an employee's vacation shall not be changed except by mutual agreement of the employee and the Company.
- (i) Vacation can be accumulated up to 160 hours. On September 30 of each year any vacation hours in excess of 160 hours must be sold back.
- (j) Employees entitled to vacation can sell back their unused vacation in blocks of a minimum of forty (40) hours except when required by section (i). Requests ~~must be in writing two (2) weeks prior to the payday the payment is desired.~~ All vacation sold will be paid at the employee's base rate at the time the vacation is sold.
- (k) Notwithstanding that an employee is otherwise entitled to vacation and has qualified for the same, he/she forfeits all vacation pay or privileges if prior to taking vacation he/she quits without giving the Company a one (1) week written notice of his/her intention to quit.

Section 2: Part time employees will earn vacation on a pro-rated basis.

Section 3: Company will pay health and welfare when an employee sells back vacation to a maximum health and welfare benefit of 2080 per year (40 hours per week).

ARTICLE THIRTEEN

HOLIDAYS

Section 1: Authorized scheduled holidays:

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

These scheduled holidays will be observed on the same day they are observed by the U.S. Government.

Section 2: Two optional holidays will be authorized each year this CBA is in effect. An employee can take optional holidays on a day of choice. Except in emergencies, they must be requested a minimum of five (5) working days in advance of the date desired.

Section 3: In order to be eligible for a paid holiday, the employee in question must have worked the last scheduled working day immediately before and after the holiday, unless his/her absence is due to on-the-job injury, verifiable emergency or previously approved vacation.

Section 4: When a scheduled holiday falls on a full time employee's day off, his/her next workday shall be observed as the holiday. An extra day will be added to a full time employee's paid vacation if a scheduled holiday falls within the vacation period.

Section 5: All employees required to work on a scheduled holiday, as set forth in this Agreement, will be paid at one and a half (1½) times the regular rate of pay for all hours worked. This amount is in addition to their regular holiday pay.

Section 6: Part time employees will be paid holiday pay for the number of hours they would have been scheduled to work on the scheduled holiday or optional holiday.

ARTICLE FOURTEEN

BREAKS AND LUNCH PERIODS

Section 1: Full time employees shall receive two (2) fifteen (15) minute paid breaks each workday. One break will be taken in the morning in a time period between 9:00 AM and 10:00 AM and another will be taken in the afternoon in a time period between 1:15 PM and 1:45 PM.

Section 2: Full time employees shall receive one (1) thirty (30) minute non-paid lunch period each workday. This lunch period will be taken from 11:30 AM to 12:00 PM (noon).

Section 3: Part time employees assigned to work more than four (4) continuous hours will receive one (1) paid fifteen (15) minute break at the end of the first two (2) hours of work. Should they be assigned to work a full day in place of a full time employee, the part time employee will receive the same paid breaks as the full time employees.

Section 4: Part time employees assigned to work greater than four (4) hours in any one day will receive one (1) thirty (30) minute non-paid lunch period at the end of the first four (4) hours of work.

ARTICLE FIFTEEN

BENEFITS

Section 1: On the effective date of this Collective Bargaining Agreement, the Company will pay employees a Health and Welfare (H&W) rate of \$3.24 per hour worked. Annually thereafter the H&W rate will be increased by 5% through 2012, or increased to match the H&W rate in the DOL Wage Determination for Bay County, Florida, when included in the contract by the U.S. Navy via modification, whichever is greater. This cash payment will be in lieu of life, accident and health insurance plans, and saving and thrift plans.

Section 2: All employees who meet eligibility requirements will become members of the Trusted Hand Service Profit Sharing Plan.

Section 3: The Company will pay the following Premium Pay to eligible employees:

- (a) Floor Maintenance Premium Pay: \$0.25 per hour worked using a buffer, burnisher, dry foam cleaner, or extractor machine.

- (b) Shift Differential Pay: \$0.25 per hour for all work performed between 3:00 PM and 12:00 midnight; \$0.55 per hour for all work performed between 12:00 midnight and 6:00 AM.

Section 4: All employees will be authorized to join the Coastline Credit Union in Jacksonville, Florida. The Company will make payroll deductions to this credit union. The Company will not make payroll deductions to any other organization unless ordered to do so by a court of law.

ARTICLE SIXTEEN

DISCIPLINE

Section 1: In the administration of this Article a basic principle shall be that discipline should be corrective in nature rather than punitive. No employee shall be disciplined or discharged except for just cause. Any such discipline or discharge with the exception of oral reprimands shall be subject to the grievance procedure provided for in this Agreement.

Section 2: The Company will schedule a Discipline Hearing whenever an employee is in violation of this Agreement or the Company's Standards of Employment. The hearing will be scheduled to be conducted no later than three (3) working days following the knowledge of the alleged violation. The employee and Shop Steward will be informed of the hearing schedule and alleged violation in writing.

Section 3: Discipline will be in accordance with Trusted Hand Service Standards and Conditions of Employment. Each employee will receive a briefing on the contents of the Standards and Conditions of Employment by the Project Manager. Each employee will receive a copy of the Standards and Conditions of Employment. Each employee will be required to sign an Acknowledgement Statement of receiving the brief by the Project Manager and being provided a copy of the Standards and Conditions of Employment. This Acknowledgement Statement will become a part of the employee's file.

ARTICLE SEVENTEEN

GRIEVANCE PROCEDURE

Section 1: The Company agrees to meet with the Union at any reasonable time for the purpose of handling complaints and grievances of the employees covered by this Agreement. Any controversy between any employee or employees, or the Union, and the Company involving the application, interpretation or alleged violation of any provisions of this Agreement with the exception of those specific articles or provisions which are exempt from this procedure.

Section 2: When the Company requests a meeting with the Union Departmental Representative, if available, or Steward during working hours, the Departmental Representative or Steward will not be docked for time lost in attending such meeting; however, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid.

Section 3: The Company agrees to recognize one (1) Departmental Representative and one (1) Steward.

Step 1: Any employee having a complaint or grievance under this Agreement shall first discuss their grievance with their Project Manager/supervisor or with their Union Representative. The aggrieved employee or his/her Union Representative shall discuss the grievance with the aggrieved employee's Project Manager/supervisor not later than twenty (20) working days after the occurrence causing the complaint or grievance or a date as agreed to in writing by the Project Manager and Union President. Within twenty (20) working days or a date as agreed to in writing by the Project Manager and Union President from receipt of verbal notification of the grievance or complaint the Project Manager/supervisor will provide a verbal response to the aggrieved employee or his/her Union Representative.

Step 2: If the matter is not resolved by the aggrieved employee's Project Manager/supervisor, then the complaint or grievance shall be reduced to writing and signed by the aggrieved employee and the local Union President or his/her designee and submitted in duplicate to the Project Manager or his/her designee within twenty (20) working days after the date or a date as agreed to in writing by the Project Manager and Union President of the decision given by the aggrieved employee's Project Manager/supervisor. The local Union President and the Project Manager shall meet on the grievance within twenty (20) working days or a date as agreed to in writing by the Project Manager and Union President after receipt of the Step 2 grievance. Within twenty (20) working days of this Step 2 meeting or a date as agreed to in writing by the Project Manager and Union President the Project Manager shall submit an answer in writing to the aggrieved employee and the local Union President.

Step 3: If the matter is not resolved in Step 2, the grievance shall be signed by the aggrieved employee and the local Union President and submitted in duplicate, certified mail, to the Chief Operating Officer, or designee, along with any and all documents to be considered, within twenty (20) working days after the date of the Step 2 Project Manager's written answer or a date as agreed to in writing by the Company Chief Operating Officer and Union President. Within twenty (20) working days from receipt of such written grievance or a date as agreed to in writing by the Company Chief Operating Officer and Union President, the Chief Operating Officer shall submit an answer in writing to the aggrieved employee and the local Union President.

Time limits may be extended by mutual agreement of the parties in writing.

ARTICLE EIGHTEEN

ARBITRATION

Section 1: If the grievance has been processed in accordance with the requirements of the aforesaid paragraphs and remains unsettled, either party may request arbitration in the following manner:

- (a) Within forty-five (45) calendar days after rejection of the answer to the grievance by the Chief Operating Officer or his/her designee, either party may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators.

(b) Within ten (10) working days after receipt of the list of arbitrators, representatives of the Union and Company will alternately strike names and the last remaining name on the list shall be the arbitrator to hear the case. The first party to strike shall be the party seeking arbitration.

Section 2: Any grievance not carried to the next step by the Union within the prescribed time limits or any such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

Section 3: The arbitrator shall not have the authority to alter, amend or change the terms and provisions of this Agreement in any way.

Section 4: The decision of the arbitrator, within the purview of this authority, shall be final and binding upon all parties.

Section 5: The reasonable fee and expenses of the arbitrator shall be borne equally by both parties.

Section 6: The time limits set forth herein may be extended only by mutual agreement of the parties in writing.

Section 7: No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event that gave rise to the grievance under consideration.

Section 8: Any award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation, which might have been earned.

ARTICLE NINETEEN

LEAD WORKERS

Section 1: A Lead Worker is a working leader of a group and is charged with the responsibility of leading, directing, and/or approving and signing for the work of other employees. He/she is responsible for the quality and quantity of work within his/her group.

Section 2: Whenever the Company appoints a Lead Worker, he/she will receive a premium of \$0.85 per hour over his/her base rate. Since the Lead Worker is not a separate classification, the Company may appoint or change Lead Workers based on performance and ability without consideration of seniority.

ARTICLE TWENTY

WORK CLOTHING AND TOOLS

Section 1: Where employees are required by the Company to wear standard Company coveralls, uniforms, or specialized work clothing, such clothing shall be furnished by the Company, and the Company will pay each employee twenty-five cents (\$0.25) per hour worked but not more than \$10.00 per week to defray the cost of keeping their uniforms

clean. If an employee is required to wear boots to perform their work, the Company will provide the boots. The Company will provide boots to the night floor crew. These boots remain the property of the Company, and will be returned to the Company when no longer employed. The boots will only be worn when working for the Company at NSA Panama City Beach.

Section 2: In those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other personal garments, and do not require any special treatment, such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor, by law, or by the nature of the work, there is no requirement to pay maintenance costs.

Section 3: The electrician will be required to provide his/her own hand tools required to perform the tasks assigned. All hand tools required by custodians and employees assigned to perform floor work will be supplied by the Company.

ARTICLE TWENTY-ONE

SICK LEAVE

Section 1: Each full time employee will earn four (4) hours sick leave each month. Sick leave credit will accrue during any calendar month to full time employees who are on active pay status or authorized time off with pay for more than one half (½) of the calendar month. Employees who are in a Leave Without Pay status for more than one half of the month will not earn sick leave for that month.

Section 2: Employees can accumulate up to 160 hours of sick leave. Any sick leave accumulated by an employee at termination of employment will be lost. Sick leave cannot be sold.

Section 3: Employees can use sick leave to take time off with pay for the following reasons:

- (a) Employee is too ill to report to work.
- (b) Employee has a doctor or dental appointment. Proof of appointment required.
- (c) Employee’s immediate family member is ill and requires employee’s presence. (Immediate family member is defined as spouse, child, mother/mother-in-law, or father/father-in-law.)
- (d) Employee’s minor child or elderly parent has a medical or dental appointment. Proof of appointment required.
- (e) Employee is on approved Family Medical Leave.

Section 4: Illness of employee or immediate family member requiring the employee to be off for three consecutive working days requires a doctor’s written excuse in order for the employee to be eligible to use sick leave.

Section 5: Part time and on-call employees will earn sick leave on a pro-rated basis based on actual hours worked during the month.

Section 6: Employees can use sick leave in increments of one hour or more.

Section 7: An employee shall have the option of taking leave without pay or using vacation time as paid sick leave.

ARTICLE TWENTY-TWO **BEREAVEMENT LEAVE**

Section 1: An employee shall be granted three (3) days off without loss of pay upon the death of a spouse, child, or parent.

Section 2: Any employee who requests an absence to attend the funeral of any other relative will be excused for such time as is necessary under the circumstances. At the employee's option, they may use sick leave or vacation time.

ARTICLE TWENTY-THREE **JURY DUTY**

Section 1: Employees who serve as jurors shall receive their regular straight time rate for scheduled work missed less the fee received for jury services. Upon return from jury duty employees will submit proof of attendance.

Section 2: Employees who are summonsed to jury duty and are dismissed from jury duty before noon on the day serviced will be required to return to work.

Section 3: Employees on night shift who are summonsed to jury duty and are dismissed from jury duty before 1 pm on the day serviced will be required to return to work.

ARTICLE TWENTY-FOUR **MILITARY SERVICE**

Section 1: Any full or part time employee, who is drafted for military service or training in the Armed Forces of the United States or its subdivisions, shall upon completion of such service or training be restored to the exact status, including any wage increase, that he/she would have had if his/her employment had not been interrupted.

Section 2: Any full or part time employee who is a member of the National Guard or Military Reserve will be granted leave of absence when ordered to active duty for annual training and will be paid the difference, if any, in pay between his/her military pay and their regular pay. This provision will only apply to one active duty training period per year of two weeks or less. Additional training periods and training periods of longer lengths will be covered in Section 1.

ARTICLE TWENTY-FIVE

UNION MEMBERSHIP

Section 1: The Union will represent all employees included in the bargaining unit. Membership in the Union will be determined by choice of the bargaining unit member. The Company will inform the Union in writing of each employee hired. The Union can contact the employee during off shift hours and solicit membership. An employee does not have to become or remain a member of the Union to work on the project covered by this agreement.

ARTICLE TWENTY-SIX

UNION DUES DEDUCTION

Section 1: Each employee who is a member of the bargaining unit on or after the effective date of the Agreement AND who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning fifteen (15) days following the sixtieth (60) day of their employment by the Company or the thirtieth (30) day of the first full month this Agreement is in effect, whichever is later. Failure of an employee to comply with this requirement shall upon written request of the Union result in termination of such employee.

Section 2: It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment.

Section 3: The Union shall indemnify the Company and save it harmless on account of any claims, suits, or other kinds of liabilities, including reasonable attorney's fees and costs incurred in connection with such claims it might have to face because it relied on Union authorization (check off) forms or any written information given to it by the Union in connection with this Article.

Section 4: The Company agrees to deduct each month the regular monthly Union dues and/or initiation fees, as provided for in Section 1 and Section 6 of this Article, commencing with the dues deduction for the authorized month, required as a condition of continuing employment, from the pay of those employees who are covered by the terms and conditions of the Collective Bargaining Agreement, and who are employed in a pay status during the said month, and who shall have executed and furnished the Company an authorization in the form furnished by the Union. The Union shall furnish the Company a letter stating the Union dues formula to be used in these deductions. Such letter shall be in effect to the end of this Agreement unless modified by the Union.

Section 5: The Union shall furnish the Company by the fifteenth (15) day of each month any authorizations, which have been executed. Each authorization form shall contain as a minimum, the name, social security number and signature of the employee executing the form.

Section 6: The Company shall deduct one half (½) the dues from the first pay period each month and one half (½) the dues from the second pay period each month provided that the deduction has been properly authorized as outlined above and provided further that

sufficient earnings remain to cover the Union dues after all deductions required by law, and such deductions shall continue in a like manner thereafter. For those months with three pay periods the Company will not deduct dues the third pay period.

Section 7: The Union accepts all responsibility for the authenticity of each authorization. Any authorization that is incomplete or in error will be returned to the Union immediately for correction.

Section 8: Deductions shall be remitted not later than the thirtieth (30) day of each month in which the deductions are made to the financial officer who shall be properly designated by the Union. The Company will furnish a list of those employees for whom dues deductions have been made with the payment to the Union.

ARTICLE TWENTY-SEVEN **REDUCTION IN FORCE**

Section 1: The size of the workforce will be determined by contract requirements and Company manning plans. The Company will maintain its workforce at a sufficient level to ensure services required by its contract are properly supplied.

Section 2: Should a reduction in force be required, the Company will lay off employees according to seniority.

Section 3: Employees laid off will be eligible for rehire six months from the date of the date they are laid off. They will be offered rehire in order of seniority. Rehire notices will be sent by registered mail to the last known address. Those not responding within ten (10) days of delivery will be removed from the rehire list. The responsibility to maintain accurate address on file lies with the employee.

Section 4: Full time employees laid off can bump a part time employee. Any employee laid off can go on the On-Call List and will be assigned an On-Call seniority date.

ARTICLE TWENTY-EIGHT **CALL OUTS**

Section 1: A call out is defined as calling a regular full time or part time employee in to work during hours that do not regularly work to perform work for the Company. Having an employee remain after their regular shift is not considered a call out.

Section 2: An employee will be paid time and a half (1½) for all hours worked with a minimum of two (2) hours pay at time and one half rate (1½) if the Call Out starts at or after 6:30 AM and before 3:00 PM.

Section 3: An employee will be paid time and one half (1½) for all hours worked with a minimum of three (3) hours pay at time and one half (1½) rate if the Call Out starts at or after 3:00 PM and before 6:30 AM.

ARTICLE TWENTY-NINE

PART TIME AND ON-CALL EMPLOYEES

Section 1: Part time employees will have a seniority system within the part time employee group. The seniority system will be based on the part time seniority date.

Section 2: A part time employee will enjoy the same displacement rights, reduction-in-force procedure applicable to full time employees. Any employee bumping can only do so laterally or downward, must be qualified for the job he/she is bumping into, and must be "senior" by his/her part time seniority date to the person bumped.

Section 3: Part time employees who obtain a full time job with the Company will have a full time seniority date assigned which will coincide with their change in status.

Section 4: Part time and on-call employees will receive time and one half ($\frac{1}{2}$) if they work on a holiday or exceed 40 hours in one week.

Section 5: Part time employees are those permanent personnel who have been hired for work schedules less than that required of a full time employee. Part time workers will normally be scheduled to work less than 35 hours per week. If a part time employee is used to fill in for a full time employee absent from work, the part time employee can work the full time schedule for up to sixty (60) working days but will remain a part time employee.

Section 6: An On-Call employee is identified as any employee who is called to work an undetermined number of scheduled hours per week, and as the need arises on a daily basis as determined by the Employer. In the event of establishment of new positions or vacancies for part time employment with the Company, the senior qualified On-Call employee will be given first opportunity for employment. On-Call employees do not receive holiday pay nor do they earn sick leave. On-Call employees can earn vacation if they meet the minimum employment periods.

Section 7: When a full time position comes open, the senior qualified part time employee will be given the first opportunity to fill the position.

ARTICLE THIRTY

LEAVE OF ABSENCE

Section 1: Upon the approval of the Company, an unpaid leave of absence of up to thirty (30) working days in one calendar year will be granted an employee for medical reasons due to sickness of the employee or an immediate family member. Proper medical documentation will be required to receive this leave of absence. During such leave the employee's seniority shall accumulate. An employee cannot be placed on a leave of absence until all earned sick leave is exhausted. Employees, at their option, may use earned vacation time for part of the leave. Under extenuating circumstances this leave of absence may be extended with the approval of the Chief Operating Officer.

Section 2: Upon written request of the President of the Local, any employee elected or appointed for full time Union activity shall be granted a leave of absence without pay, not to exceed one year. This leave shall be renewed with written application to the Company. Seniority will accumulate during the period of such leave.

Section 3: If such leave under Sections 1 and 2 above is approved by the Company and an employee accepts any employment while on leave of absence except that which has been specially approved in writing by the Company, the employee automatically terminates employment with the Company. This termination will be considered a resignation without notice.

ARTICLE THIRTY-ONE **DRUG AND ALCOHOL POLICY**

Section 1: The Company and the Union and the bargaining unit employees agree that the use of controlled substances (illegal drugs and alcohol) results in the presence of substances in the body that can cause accidents, lower a person's productivity, affect coordination and slow reflexes. Accordingly, the Company, the Union, and all bargaining unit employees agree to maintain a drug and alcohol free work environment for the benefit of themselves and the United States Navy.

Section 2: The company will publish a statement notifying all bargaining unit employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited at all times, either on or off duty.

Section 3: The Company and the Union agree that for violation of the no drug and alcohol use prohibition, an employee may be disciplined.

Section 4: The Company shall have the right to establish a drug and alcohol free awareness program to inform employees about:

- (a) The dangers of drug and alcohol abuse.
- (b) The Company and Union policy of maintaining a drug and alcohol free workplace.
- (c) The penalties that may be imposed upon employees for drug and alcohol abuse violations.

Section 5: To meet security requirements the Company agrees to provide each employee engaged in the performance of the service contract at Naval Support Activity, Panama City Beach, Florida, with a statement that, as a condition of employment, all employees agree to notify the Company of any criminal drug statute conviction or driving under the influence of alcohol conviction occurring no later than five (5) days after such conviction.

Section 6: The Company shall have the right to notify the contracting Government agency of any contractor employee who has been convicted of violations of criminal drug or driving under the influence of alcohol laws that occurred.

Section 7: Testing current employees:

- (a) Each quarter three employees will be randomly selected from all Trusted Hand Service employees employed at the Naval Support Activity, Panama City Beach, Florida, by the testing facility to be tested for drug use. The employees to be tested will be selected randomly from a list of employees identified only by the individual employee number. All testing will be performed during working hours.
- (b) Any employee who causes an industrial accident with injuries that require medical attention other than first aid or causes damages to company or customer equipment or vehicles will be tested for drug and alcohol use.
- (c) Any current employee who tests positive for any drug will have the test results confirmed through the use of the gas chromatography/mass spectrometry (GS/MS) method. Any current employee who refuses to take a drug test or has a confirmed positive test for drug or alcohol use will be subject to discipline in accordance with the Standards and Conditions for Employment.

Section 8: Each new employee will be required to perform a drug test at some point during and prior to the end of their 60-day probationary period. A positive result or refusal to take a test when directed will result in immediate termination.

ARTICLE THIRTY-TWO
SEPARABILITY OF THE CONTRACT

Section 1: Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction, such as invalidation of such part or parts of the Agreement, shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

Section 2: In the event any portion of this Agreement is deemed invalid pursuant to Section 1 the parties agree to bargain on a possible substitute.

ARTICLE THIRTY-THREE
SAFETY

Section 1: It shall be the policy of the Company to make every reasonable effort to provide employees a safe and healthy working environment.

Section 2: When the Company requires an employee to use or wear safety equipment, the Company will provide such equipment. This does not include personal safety attire such as shoes or prescription glasses.

Section 3: Any employee who becomes aware of a work related accident should immediately notify the Project Manager/supervisor of the accident.

Section 4: Any employee who becomes injured on the job or has reason to believe they have been injured shall notify their Project Manager/supervisor immediately.

Section 5: Any employee who fails to follow established safety practices shall be subject to progressive discipline up to and including dismissal.

Section 6: When an employee believes that an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the Project Manager/supervisor. The Project Manager/supervisor shall investigate the report, and make a reasonable effort to take action deemed appropriate.

Section 7: The Company shall notify the **Departmental Representative** of any and all on-the-job accidents.

Effective Date of Agreement: May 25, 2009

TRUSTED HAND SERVICE, INC.



Katy Moon
President

5-14-09
Date

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO**



Gerald Souder
CWA Representative
District Three

5-14-09
Date