

AGREEMENT

BETWEEN



PUBLIC SERVICE EMPLOYEES

LOCAL UNION 572-LIUNA Affiliated with AFL-CIO

AND

DIVERSIFIED SERVICE CONTRACTING, INC.

AT

DC REGIONAL GROUNDS

CONTRACT N40080-10-D-0455

EFFECTIVE: May 1, 2014

EXPIRES: September 30, 2015

AGREEMENT

ARTICLE I PREAMBLE

This Agreement has been entered into effective May 1, 2014, by and between Diversified Service Contracting, Inc. hereinafter referred to as 'COMPANY', and the Public Service Employees Local Union 572 and its affiliates LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, herein collectively referred to as 'UNION'.

ARTICLE II UNION RECOGNITION

Section 1. The Union shall be the sole and exclusive bargaining agent, as provided by the Certification of Representation of the National Labor Relations Board, for all full time and regular part time laborers, tractor operators, gardeners, and grounds maintenance personnel employed by the Employer at its Regional Grounds Maintenance Service Contract, Washington, DC, excluding all Regional Managers, Project Managers, Assistant Managers, clerical and professional employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

Section 2. When work covered by this Agreement is to be performed upon property of the United States Government, as to which provisions of any state "right-to-work" laws are inapplicable, all employees covered by this Agreement, who are performing such work, shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the sixtieth (60th) day following the beginning of such employment, or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Section 3. It is agreed that the bargaining unit may be expanded at any time by the addition of job classifications, the inclusion of other work sites, and/or employee groups by mutual agreement between parties.

Section 4. At Such time as a majority of employees of the Employer at a location not covered by this agreement, which is not an accretion to any existing bargaining unit, designates the Union as their collective bargaining representative, as evidenced by card check, they shall be covered by this Agreement, except for Addendum A. The content and effective date of Addendum A shall be determined in negotiations between the Union and the Employer. Should a dispute arise between the parties with reference to the card check, either party may refer such dispute to the arbitration procedures contained in the Agreement.

ARTICLE III PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto, to set forth herein, the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustments of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages, strikes or lockouts during the life of this Agreement.

**ARTICLE IV
UNION SECURITY**

Subject to Section 8 (a)(3) of the National Labor Relations Act, as amended, all present employees of the Company covered by this Agreement who are members of the Union on the date of execution of this Agreement, shall remain member of the Union in good standing as a condition of employment. Subject to Section 8 (a) (3) of the National Labor Relations Act as amended all employees of the Company covered by this Agreement, who are not members of the Union and all such employees who are hired hereafter, shall become and remain member of the Union in good standing as a condition of employment on and after the beginning of the 31st working day following the date of execution of this Agreement, whichever is later.

The failure of such employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to follow with discharge such employee. Further, the failure of any employee to maintain his Union membership in good standing as required herein, shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee .

The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article, and the Company shall not be required to make any investigations of, but shall be entitled to reply on any representation made by the Union with respect to the discharge of any employee for failure to join the Union or to maintain Union membership pursuant to this Article.

**ARTICLE V
DUES CHECK-OFF AND AUTHORIZATION FORM**

The Company will deduct and pay to the Union the regular amount of initiation fee and Union membership dues established by the Union Constitution or By-Laws from the pay of each employee covered by this Agreement who voluntarily authorizes and directs the Company to make such deductions. Each such authorization shall be in writing in the form prescribed below and shall be governed by the provisions thereof. The Union shall notify the Company in writing who the payee of the checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The Company shall be entitled to reply on notice until receipt of a written modification thereof.

The Union shall indemnify the Company against and save it harmless from any claim, loss, damage, cost or expense arising out of any wrongful deduction and payment of any amount under this Article.

The Company shall transmit to the Union, not later than the thirtieth (30th) day of the following month in which the deductions were made, a check for the total amount deducted, together with a statement showing the name of each employee, social security number and the amount paid on his behalf. In the event an employee does not have sufficient earnings due him in any month to cover the amount of said deductions for that month, the Company agrees to make such deductions from the earnings due the employee in future months until the employee is current in his/her payments. The written deducting shall be in the following form:

**AUTHORIZATION FOR CHECK-OFF OF UNION
MEMBERSHIP DUES, INITIATION FEES, READMISSION FEES**

I, the undersigned, hereby assign to Local Union No. 572, Laborers' International Union of North America, from any wages earned or to be earned by me as your employee, the sum of

\$ _____ per pay period plus \$ _____ cents per hours paid, if due and owing as initiation or readmission fees until the sums herewith assigned for said initiation or readmission fees equals \$ _____. I authorize and direct you to deduct such amounts from my pay for each pay period and to remit the same to the Union.

I also authorize such employers to deduct from my pay each month, the sum of \$ _____ as part of my membership dues for said month owing by me to Local No. 572. Such deductions made by my employer shall be made from my first regularly scheduled pay day in each month and shall be remitted monthly on or before the twenty-fifth (25th) day of the month following the month in which such deductions were made.

This assignment, authorization, and directive shall become operative contemporaneously with the effective date of the new collective bargaining agreement between the Employer and the Union.

This assignment, authorization, and directive shall be irrevocable for a period of one (1) year, or until the termination of the new collective bargaining agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and directive shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and no less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership in the Union in accordance with the above renewal and revocation provisions.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor - Management Relations Act of 1947 and otherwise.

The Constitution of the Union which desires to utilize this form of check-off authorization has contained from December, 1947, provisions with respect to (a) initiation fees; (b) re-admission fees; (c) dues; (d) assessments; all of the above being incidents and prerequisites of membership.

Dues, contributions or gifts to Local Union No. 572 are not deductible as charitable contributions for federal income tax purposes. Dues paid to Local Union No. 572, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment executed this _____ day of _____, 20____

S.S. No. _____ Print Name

Birth _____ Address _____

Cell(____) _____ City / State / Zip Code _____

Agree to receive text D **Email** _____

Male / Female _____ Employee's Signature _____

COMPANY: _____

While Copy to Employer, Yellow to Union, Pink to Employee

**ARTICLE VI
NO STRIKE, LOCKOUT CLAUSE**

Neither the Union nor any employee covered by this Agreement shall authorize, encourage or engage in any strike or slowdown or other interference with work or with the Company's business during the term of this Agreement. Subject to compliance with the preceding sentence, the Company shall not lockout its employees during the term of this Agreement.

**ARTICLE VII
MANAGEMENT RIGHTS**

The Company retains the sole and exclusive right in its discretion, to manage its business, to hire, discharge for cause, lay off, assign, transfer, promote or demote employees, to determine the starting and quitting time, and the number of hours to be worked, to establish or discontinue or change operations, production of work standards or rules, to change work locations, within all areas included by the D. C. Regional Grounds Contract headquartered at DC Regional Grounds, as deemed necessary by the Company, and to determine the method, means, identity of employee personnel and the number of employee personnel for accomplishing the Company's obligations under the Company's prime contract with the Government. The Company retains all other rights and prerogatives, subject only to such regulations and restrictions governing their exercise as are expressly provided in the Agreement. This Agreement shall not create any vested rights in the employee covered, thereby, and all rights not specifically relinquished by the Company in this Agreement shall remain with the Company.

**ARTICLE VIII
WAGES AND FRINGE BENEFITS**

- Section 1: Employees covered by this Agreement shall be paid wages and receive fringe benefits as provided in Schedule "A" attached hereto.
- Section 2: The pay period and payday shall be biweekly. The employees will receive their pay stubs before or at the end of the employees' shift. If a payday falls on a holiday, the pay stub will be issued the previous day to such holiday. If any mistakes are made in paid wages, vacation or sick hours, the Company will ensure that money owed shall be paid in the individual's next pay cycle. The Company will track the balance of all earned sick and vacation hours on the employees' pay stub or through records available on site via the Project manager, whichever method to be determined by the Company.
- Section 3: If during the term of this Agreement, the Employer has the need to create a new job title within the bargaining unit or significantly changes work duties involved in an existing job within the bargaining unit the Employer agrees to meet with the Union in an effort to mutually agree hourly rate of pay and requirements of the position. If the Parties are unable to agree, the issue may be presented to an Arbitrator utilizing the selection process provided in Article XXIII.

**ARTICLE IX
HOURS OF WORK AND CALL IN**

All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half. Overtime pay shall not be pyramided.

The Company shall have the right to schedule working hours and to make revisions in such schedule to meet

its needs or the needs of the Government.

Any employee scheduled to work, or called in by the Company, shall receive a minimum of four (4) hours of work on the day shift, or four (4) hours of work on the night shift, or be paid for the difference, if any, between the time worked and four (4) hours or four (4) hours at his regular straight time rate if sent home before that time, if he reported for work at the required time, unless the Company had taken reasonable steps to notify such employee that there would be no work. This does not apply to a base closure due to emergency.

No employee scheduled for work, or called in by the Company, shall be required to stand by waiting for an assignment without being paid his regular straight time rate, during such waiting period, unless the Company took reasonable steps to notify such employee that there would be no work or that his starting time had been changed.

There shall be one-half (1/2) hour unpaid meal period and two (2) fifteen (15) minutes paid rest periods during the course of a regular workday which all will be taking together for lunch time. Employees who work past their regular shift will be entitled to an additional ten (10) minute paid rest period at the end of their regular shift provided the Employer anticipates that such employee will work two (2) hours or more beyond the normal shift end. It is understood that the scheduling of rest periods and meal periods must be and is within the discretion of the Employer so as to meet the needs of the Customer.

ARTICLE X ASSIGNMENT OF WORK

Section 1. Company managers, supervisors and leads shall make all work assignments.

Section 2. Irrespective of job title (or duties within a job), employees may perform work in any job title when assigned. To ensure employees performing in a higher rated classification will be paid the higher rate when performing such work in the higher classification and to avoid possible abuse of this requirement, the following procedures will be used:

- a. If an employee is assigned to perform work singularly that of a higher rated pay classification, that employee will receive pay at the rate of pay for that classification for the actual time spent in the performance of that work.

ARTICLE XI HIRING OF NEW EMPLOYEES

The Company will communicate with the Union whenever the Company has hired additional employees who would be covered by this Agreement. The Company will give fair consideration on a non-discriminatory basis to all applicants for employment, regardless of membership or non-membership in the Union.

The Company will notify the Union Business Agent in writing every month of newly hired employees covered by this Agreement, including the Name, phone number, Address, Job Classification, and Hire Date of such new employees who were hired during the month for which the list is prepared.

Also, in discharging of employees, the Company will notify the Union within five (5) working days after discharge of their removal and reason for the dismissal. This procedure applies to suspensions.

Any copy of any written notice of termination shall be provided to the employee and faxed to the Union office.

New employees shall be regarded as probationary employees for the first sixty (60) days of their employment and during such probationary period such employees shall not acquire any preference over any other employees by reason of length of employment. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during such period. Grievances may not be presented and will not be considered by the Employer in connection with the discharge, layoff, suspension, or discipline taken against probationary employees.

**ARTICLE XII
UNION REPRESENTATION**

The Company agrees that the Union may designate not more than one (1) employee at any time as representative elected or appointed to a Local Union office or as a delegate to any Union activity necessitating a leave of absence. Upon written request from the employee, supported by a written statement by the Union, such employee will be granted a leave of absence without pay for the time he is required to be absent on Union business, provided not more than one classification is absent at one time, and provided further, such request be submitted to the Company at least seven (7) days prior to commencement of the leave of absence.

A shop steward serving as representative of the Union in connection with the processing of grievances by employees covered by this Agreement, in each instance, shall first obtain permission from his immediate supervisor and such permission shall be granted as soon as conveniently possible without interfering with performance of the Company's obligations under Government Contract.

**ARTICLE XIII
STEWARD REPRESENTATION**

The Union shall supply the Company, in writing, and shall maintain on a current basis, a complete list of all authorized stewards, which shall not exceed one (1) plus an alternate that are authorized to represent. In no event shall the representation of employees of processing of grievances interfere with the performance of work or the fulfillment of the Company's obligation under its Government Contract. The Company shall also be kept advised in writing by the Union of names of its officers and representatives who are authorized to act on its behalf. If the Company plans to transfer a steward, officer or representative from one shift to another, it will make reasonable effort to advise the Union thereof, at least two (2) days prior to taking such action. Subject to any regulations or requirements established by the Government, with respect of Government property, authorized agents of the Union shall have access to the Company's contract site during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that such visits shall not interfere with the performance of any employee's work or the fulfillment of the Company's obligation under its Government contract. No employee shall be discriminated against or discharged for exercising any rights under the National Labor Relations Act, as amended.

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

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

During his term of office, the Shop Steward shall be entitled to top seniority at the location, for purpose of lay off, shift, preference and recall only; provided he is qualified to do the required work. Upon termination

of his term, he shall be returned to this regular seniority status. In the event the Union is unable to secure a Shop Steward, the Business Manager or his designee shall act as the Shop Steward for purposes of the grievance procedure contained in the Agreement.

Any new employee shall be introduced to the Shop Steward or alternate by the second day of work to be added to the Steward's record. The Steward shall be supplied the following information within the employee's first week of employment; name, phone number, address, classification, job location, and shift assignment.

ARTICLE XIV CLOTHING AND EQUIPMENT

Employees who are required by the Company to wear uniforms, special clothing or to have special equipment, will be furnished those items at no cost to the employee. The Company will initially issue five (5) wash and wear uniforms to be maintained by the employee this shall include and not limited to shirts, gloves and winter attire (jackets). The employee must wear clean and un-torn uniforms. Uniforms will be replaced under normal wear and tear. Employee shall provide their own pants and they shall be conservative in nature. When the employee leaves the company, the uniforms must be returned.

Boots reimbursement up to \$75.00 will be provided annually to the employee that requests and provides a receipt of purchase.

ARTICLE XV SAFETY REQUIREMENTS

Section 1. In order to provide safety controls for protection to the life and health of employees and prevention of damage to property, supplies, and equipment, the Company shall comply with all applicable safety requirements established by the Company or the Government, or both. In the event that any health and safety concerns are raised by the members, the Union after consulting with management may request the assistance on how to address the particular concern.

Section 2. The company will provide all Personal Protective Equipment (PPE) required to be worn as a result of PPE Assessments performed by the company. In addition, the company will provide all PPE required to be worn by customer or government regulations.

Section 3. Any employee who becomes aware of a work-related accident shall immediately notify the work control center and be available to discuss the accident with the General Manager, the Site Safety Health Officer and the Site Manager.

Section 4. Any employee who becomes injured on the job or has reason to believe they have been injured shall immediately notify their Supervisor and/or the Site Safety Health Officer, or, if the Supervisor is not available, the Site Manager or General Manager.

Section 5. Any employee who fails to provide notice of an accident or injury which they become aware of or who fails to follow established safety practices shall be subject to an appropriate level of progressive discipline as stated in article XXIII.

Section 6. When an employee believes that an unsafe and/or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the Supervisor and/or the Site Safety Health officer; or to the Site Manager if the Supervisor and/or the Site Safety Health Officer are not available. The Supervisor and Site Safety Health Officer shall investigate the

repolis and take such corrective action, as he deems appropriate.

Section 7. The Company and the Union understand the importance of establishing and maintaining a safe work environment. Safety focus group shall meet quarterly. Every week will be a safety meeting or briefing.

ARTICLE XVI PROMOTIONS

When the Company determines that a vacancy exists in any classification in the bargaining unit and supervisory positions, a notice of the vacancy shall be posted for a period of two (2) working days on the Union bulletin board and by the time clocks located at each building that has a time clock for use by employees. Any employee in the Bargaining Unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

In effecting a promotion, the Employer will first give consideration to employees of the unit and selection will be made there from unless an outside applicant is better qualified.

The employment record or applications of all candidates will be reviewed with full regard given to each candidate's skills, abilities and experience. In making a selection for a position within the bargaining unit, when all other factors are equal, the Company agrees to select the most senior employee.

ARTICLE XVII LEAD PERSON

The classification "Lead Person" shall describe an employee of the Company who is not a supervisor within the meaning of the National Labor Relations Act, and who is a member of the bargaining unit. The Lead Person will exercise certain minimal supervisory or direct responsibilities over certain projects or certain kinds of work in which both he/she and other employees of the Employer are engaged. The Lead person, shall have no power of hire or fire, but may have the obligation to report to a supervisor the job performance of the employees with whom he/she is working. The Lead Person may do any kind of work customarily performed by members of the bargaining unit so long as he/she is paid according to Schedule "A".

ARTICLE XVIII REDUCTION IN FORCE

If it is reasonable and possible to do so, the Company will notify the Union at least ten (10) working days prior to any reduction in force, including such details with respect thereto as are available. When an employee is discharged or laid off, he shall be paid by direct deposit for any wages owing to him within the next scheduled pay period following discharge or layoff at his next scheduled payday, provided, however, the Company may deduct Union dues pursuant to ARTICLE V hereof that are owing as of the date of termination. When the Company wished to recall laid off employees, it shall attempt to contact the employee by telephone, it shall telephone the Local Union, and it shall mail a letter to the employee's last known address. The employee may be required to respond to and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XIX
SENIORITY

- Section 1: The Employer recognizes seniority which shall be based upon the length of continuous services with previous, present and succeeding Employers according to the Employer's and Union's record as an important factor to be considered by it in shift assignments, promotions within the bargaining unit, demotions, lay-offs, and recalls after layoffs within the unit.
- Section 2: No employee shall acquire any seniority rights until he or she has been continuously employed by the previous or present Employer for a period of sixty (60) calendar days.
- Section 3: A break in seniority shall occur when the following events:
An employee quits
An employee retires
An employee is discharged for just cause
An employee takes an unauthorized leave of absence of three or more days.
An employee is laid off for more than twelve (12) months; an employee is promoted out of the bargaining unit, who does not return to the bargaining unit within six (6) months.
- Section 4: The Employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) months. The Union and the Company will work together to determine each employee's seniority. If the employee disagrees with the determination agreed to by the Company and the Union, the employee shall bear the burden of providing documentation of the date of the employee's original date of employment at the location.
- Section 5: Every new employee shall be on probation period sixty (60) days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this Agreement.
- Section 6: The Shop Stewards are afforded Super-Seniority for the purpose of lay-off, shift preference, reduction of hours and recall.

ARTICLE XX
VACATIONS

Each employee of the Company who has been continuously employed at DC Regional Grounds covered by this Agreement shall accrued paid vacations, as follows:

Two (2) weeks' vacation after one (1) years

Three (3) weeks' vacation after five (5) years

Four (4) weeks' vacation after Fifteen (15) years

Each employee shall receive vacations based on his normal work week or at the employee's standard hourly wage rate multiplied by the number of weeks of vacation to which He is entitled.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility.

Employees may schedule their vacations in advance to coincide with the efficiency of the operation of the Company. Should conflict in scheduling arise, seniority will prevail.

Any vacation pay due to an employee shall be paid at the time said employee takes his or her vacation, or a time the current prime contract terminates or expires, or on the employee's anniversary date, whichever event occurs first. Anniversary date of employment shall determine the date vacations are due.

**ARTICLE XXI
HOLIDAYS**

Employees covered by this Agreement shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

Employees shall be paid for the holiday based on their normal work week. Any employee who is absent without an acceptable excuse on his scheduled work days immediately preceding and following the holiday, shall forfeit his right to be paid for such holiday.

If any employee is prevented from working on the scheduled work days immediately preceding and following the holiday because of illness attested to by a physician or death in his immediate family, such fact shall constitute an acceptable excuse. (The immediate family being spouse, parents, brother, sister and children.) The Company may substitute for any of the named holidays a different day off with pay, provided, however, that the Company give advance reasonable notice thereof to the employees involved and to the Union. Employees who are required by the Company to work on any of the named or U.S. legal holidays, within the irregular work week shall be paid for their regular work day plus the pay they would normally be entitled to for the holiday, provided, however, that there shall be no pyramiding of holiday pay in determining the overtime rate.

**ARTICLE XXII
SICK LEAVE**

"Sick Leave" is defined as absence of an employee from work by reason of verified illness or accident, which is non-work connected and not compensative under the Workman's Compensation Laws of the District of Columbia.

An employee who has completed his probationary period and is absent from work is eligible to receive paid sick leave at his regular rate of pay in accordance with the following attached schedule:

112 (0.5) day per month with a maximum of six (6) days per year

Sick leave shall be paid in the next pay period if the employee has accrued hours, if substantiated by the employee. Sick leave due to an employee shall be paid at the time said employee is off due to illness, or at the time the current prime contract terminated or expires, whichever event occurs first. Employees may be required to provide medical proof of illness certifying any absence in excess of three (3) days. With regard to the rights and obligations of the parties under this article any references herein presumes the employee is a full time employee.

Employees can may carry over up to two (2) unused days to the following year. Employees leaving the employment of the Company for any reason, other than being terminated for cause, or leaving voluntarily shall be paid in one lump sum the amount of all unused or unpaid sick leave.

Employees off work due to personal injmy, illness, or death in the immediate family, will notify the Regional Office, by phone or letter, regarding their shift at DC Regional Grounds, in Washington, D.C. at least twenty-four (24) hours in advance of the shift on which they will return to work, for purpose of work scheduling.

ARTICLE XXIII DISCHARGE OR DISCIPLINARY LAYOFF

Discharge or disciplinary layoff of the services of an employee shall be based on just and sufficient cause, with a full explanation to the employee, which shall be had in written form, if so requested in writing by the employee, at the time of discharge or disciplinaiy action.

An employee's steward shall be present, when requested by the employee, while a disciplinary suspension, layoff, or discharge is being imposed.. A copy of such a warning of which a written record is made shall be provided to the Union (steward or Agent) within two (2) days of action taken. The shop steward shall be advised of any disciplinary action within twenty four (24) hours.

Employees shall receive no less than two (2) warnings a year before suspension or discharge. Any disciplinaiy action taken by the contractor shall be subject to the grievance and arbitration provisions. Warnings will be removed from the employee's files and cannot be used 12 months after the date of incident excluding layoffs.

- First Offense: Oral Warning documented in writing and placed in the employee's file.
- Second Offense: Written Warning
- Third Offense: Three (3) days suspension without pay
- Fomih Offense: Termination of employment

ARTICLE XXIV GRIEVANCE PROCEDURE ARBITRATION

The patties to this Agreement, in the interest of resolving all disputes, complaints or grievances in connection with the interpretation or application of the terms of this agreement, have settled upon the following orderly and peaceful procedure:

With respect to any dispute, complaint or grievance arising out of the interpretation or application of Atticle II, the employer hereby acknowledges that the Union may, as its option, bypass Step Two of this grievance procedure and proceed immediately to Step Three.

Step One

The employee shall report to his steward any complaints, disputes or grievances, which he believes requires adjustment. The steward, designated by the Union, shall immediately investigate to ascertain whether the complaint has merit and report the results thereof to the Union Representative. The Union shall be the sole judge as to the validity of any grievance, and in the event the Union Representative believes the grievance has merit, he shall present a written grievance statement to the company Project Manager within ten (10) working days of the incident or occurrence leading to the grievance. The site manager will provide a written response to the grievance within ten (10) working days of the submission. If the dispute is not resolved within that period of time, the matter shall be referred to Step Two.

Step Two

If the grievance is not satisfactorily resolved at Step one, the Union Representative shall refer the matter to the Business Manager or his designated representative who shall refer the matter to the company President within ten (10) days of the company step one response. If no satisfactory settlement is arrived at within ten (10) additional working days, either party may refer to the grievance to Step Three

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grieving party shall within ten (10) working days of the company Step Two response, request in writing, (copy to other party), the Federal Mediation and Conciliation Service to supply the parties with a list of five (5) arbitrators and the selection of an arbitrator and the conduct of the arbitration proceedings shall be in accordance with the procedure of the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the parties hereto shall confer within a period of ten (10) working days from the date thereof and invoke the following procedure to arrive at an impartial arbitrator. The party desiring arbitration, shall strike the first name, notifying the other party of such action and each party in turn, then striking one name until one name only remains, who shall be designated as the impartial arbitrator, unless either party disagrees with that selection, upon which the selection shall be designated by the Director of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon both parties, provided, however, that the arbitrator shall be empowered only to interpret and apply the provisions of this Agreement. Each party shall bear its own cost in connection with the arbitration, including the cost of any transcript desired by it. The fee and expense of the arbitrator shall be equally divided by the Company and the Union.

"It is understood that time is of essence, and time limits provided for in this Article must be strictly adhered to. Failure of the appropriate company representative at any step of the grievance procedure to respond within the time limits shall permit the grievant, or the Union as appropriate, to present the grievance at the next step in the grievance procedure. Should the Union and/or the grievant fail to take an action within the time limits specified in the grievance procedure shall be considered settled and not arbitral."

ARTICLE XXV MATERNITY /PATERNITY LEAVE

Unpaid Leave

Pregnant employees or expecting fathers who have completed their probationary period will be eligible for leave of absence in accordance with applicable law and the provisions of this Article. No later than the end of the third month of pregnancy, such employees shall notify their supervisor of the expected date of delivery and the date they wish to stop work. By the end of the sixth month of pregnancy, such employees who desire to continue working shall provide their employer with a statement from the attending physician, certifying the expected date of delivery, their physical ability to continue working, and the date up to which they are to be permitted to work. Maternity leave begins on the date on which the employee stops working and will be granted for a period not to exceed six (6) months, except that employees who for valid medical reasons are required to take maternity leave prior to the sixth month of pregnancy or who for valid medical

reasons must postpone their return to work, will be granted maternity leave for a period of up to nine (9) months, provided in each case that such employees have been continuously employed for at least nine (9) months. Maternity leave will be an unpaid leave of absence, but seniority status will not be altered should the employee return to work within the time limit imposed by the Company.

ARTICLE XXVI MILITARY LEAVE OF ABSENCE

Leaves of absence without pay with no effect on seniority will be granted to employees not serving on active duty in the armed forces, but who belong to reserve components and must serve actively in a summer camp program or other legitimate reserve program. Leave of absence without pay will also be granted to employees who may be called into the service. Voluntary enlistments are not covered by this clause.

ARTICLE XXVII FUNERAL LEAVE

An employee who has completed his probationary period shall be entitled to leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled work days lost in case of death in his immediate family: namely, mother or legal guardian, father or legal guardian, grandmother, grandfather, grandchildren, husband, wife, son, daughter, brother or sister, mother-in-law, father-in-law, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive. There will be one (1) day of paid leave granted for the death of an employee's aunts, uncles, sister in-law and brother in-law. The employee shall provide valid proof of death and the relationship to the deceased within five (5) days after return from the leave of absence. Failure to provide such proof may be cause for immediate discharge. One (1) extra day will be granted for individuals traveling more than 200 miles.

ARTICLE XXVIII BULLETIN BOARD

The Company will provide designated bulletin boards with adequate space for the posting of Union notices. Such Union notices are not subject to prior review by management. The Union shall not post any obscene, pornographic, religious, or otherwise offensive or derogatory information against the company or management.

ARTICLE XXIX HEALTH AND WELFARE INSURANCE PLAN

The health and welfare contribution referred to under Schedule "A" will be contributed solely by the Company for the benefit of an employee hospitalization plan to be administered by both Union and Management trustees. The Company's only responsibility will be to forward the contributions to the Union's Trust Fund office with a list of participants. The Company will not be involved in processing any insurance requirements that may be necessary because of the formulation of the insurance plan which results from this Agreement.

ARTICLE XXX PENSION

The Employer shall contribute, for each .hour for which an employee covered by this Agreement is entitled to pay, to the Laborers' International Union of North America's National (Industrial) Pension Fund in accordance with Schedules (A & R) to this Agreement.

**ARTICLE XXXI
TRAINING**

The Company shall contribute, for each hour for which each employee covered by this Agreement is entitled to pay, to the Laborers' Employers Service Contract Education and Training Trust Fund at the rate set forth in Schedule "A" to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

The Company shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the immediate following month, and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Company's contributions. Interest at the rate of one and one-half percent (1.5%) per month compounded shall be assessed against the Company for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the company becomes delinquent in making required contribution reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Company with its obligations, notwithstanding any provision of this Agreement to the contrary. The Fund shall be entitled to have a certified public accounting firm audit the payroll and other records of the Company solely for purposes of verifying the accuracy of contributions to the Fund.

**ARTICLE XXXII
MID TERM NEGOTIATIONS**

Where the Company proposes to change a personnel policy, practice, or working condition in which the change is a mandatory subject of negotiation, the following procedures shall apply.

1. Notice will be provided by the Company to the Union as early as practicable, but normally not later than ten (10) working days before the Company plans to implement the proposed change. The Union will have five (5) working days in which to request an opportunity to negotiate and submit its proposals to the Company.
2. The notice will include a description of the proposed change and implementation date. Copies of all available pertinent information upon which the proposal is based will be attached to the notice, or, if such information is voluminous, the Union will be advised as to where the information may be reviewed.

When the Union timely requests negotiations, the Company will normally delay the implementation. In extraordinary situations where a delay beyond the proposed implementation date would create circumstances involving an overriding exigency or unreasonable delay in the exercise of management rights in carrying out its mission, the change may be implemented on an interim basis pending resolution through negotiations, or, if necessary, impasse and/or arbitration procedures. The change will be superseded by this negotiated Agreement on the matter, including a return to the status quo ante, if directed or agreed.

**ARTICLE XXXIII
SUCCESSORSHIP**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

**ARTICLE XXXIV
SAVINGS CLAUSE**

In the event that any Federal or State legislation, government regulation, or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLEXXV
TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from May 1, 2014, until September 30, 2015, and from year to year thereafter unless written notice is given by the Union or the Company one hundred twenty (120) days prior to any expiration date of its desire to negotiate wages, fringes, modify, amend or terminate this Agreement.

In the event that provisions of this Agreement shall, at any time, be declared invalid by a Court of competent jurisdiction or become invalid by virtue of any State or Federal Law, rule, or regulation, such event shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of May, 2014

Diversified Service Contracting, Inc.
115 South Railroad Avenue

Public Service Employees
Local Union 572 - LiUNA!
5627 Allentown Rd, Suite 206
Camp Springs, MD 20746

Dunn, NC 28334

7
President
Title

Larry Doggett
Name
Business Managers
Title

6-30-14
Date

6-30-2014
Date

SCHEDULE" A"
 To Service Contract Between
 Public Service Employees Local Union 572
 And
 Diversified Service Contracting, Inc.
 At
 Bolling Air Force Base

ITEM	CLASSIFICATION	CURRENT RATE	RATE EFFECTIVE 10-01-2014
Wages	Grounds Maintenance/General Labor I	\$13.07	\$13.45
	Grounds Maintenance/General Labor II	\$15.76	\$16.76
	Tractor Operator	\$16.04	\$16.50
	Gardener I	\$17.52	\$18.02
	Gardener II	\$18.58	19.11
	Snow Plow and salt Truck		\$0.35 above their base pay
Health & Welfare	MAN U	\$3.81	\$ 3.95 per hour paid
Pension	LIUNA Pension Fund		\$0.30 per hour worked
Vacation		2 Wks after 1yr 3 wks after 5yrs 4 wks after 15 yrs	2 Wks after 1yr 3 wks after 5yrs 4 wks after 15 yrs
Sick Leave			112 day per month for a max of 6 days per year
Holidays		10	10 days
Bereavement			3 days for immediate family
Training	SCETTF		\$0.20 per hours paid

The parties have negotiated and agreed to the above changes in the articles covering wages and fringe benefits under the provisions established in the collective bargaining agreement. In the event there are conflicts between the

Diversified Service Contracting, Inc.

LIUNA!

language of the collective bargaining agreement and this Addendum A, the language of this addendum shall apply.

Public Service Employees Local Union 572

Na/r<-5110-

Title

Date

6-30-14

Larry Doggette

Name

Business Manager

Title

Date

6-30-2014

SCHEDULE B PENSION AND TRAINING FUNDS

The Employer has agreed to make pension and health and welfare fund contributions on behalf of every employee covered by the Agreement. This schedule sets forth more particularly the terms and conditions of the Employer's contribution obligations to these funds, except the unit of employees covered by the Agreement into participation.

Section 1 - LIUNA National (Industrial) Pension Fund

- A. The Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour an employee covered by, this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Schedule "A" to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first day of employment in a classification covered by the Agreement
- B. Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports as the Board of Trustees may require, to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the fund on the same schedule as contributions, and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.
- C. The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility, and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- D. All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the fund at 905 16th Street, NW, and Washington, DC 20006. If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorney fees, costs, audit fees, and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and other acting on its behalf. The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contribution obligation.

The Employer and the Union agree to accept, be bound by, and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both

Section 2 - Laborers-Employers Service Contract Education and Training Fund

- (a) The Employer shall contribute to the Laborers-Employers Service Contract Education and Training Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

- (b) The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and one half percent (1.5%) per month compounded, shall be assessed against the Employer for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary.
- (c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- (d) All contribution payments shall be made payable to the "Laborers-Employers Service Contract Education and Training Fund" and sent to Laborers' National Funds at P. O. Box 94402, Chicago, IL 60690.
- (e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorney's fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf.
- (f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.