

**COLLECTIVE BARGAINING AGREEMENT**

**WORK SERVICES CORPORATION**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION**

**LOCAL 1000**

**FOR**

**COMMISSARY**

**SHEPPARD AIR FORCE BASE**

**WICHITA FALLS, TEXAS 76311**

**MARCH 1, 2021**

**TO**

**MARCH 1, 2024**

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**THIS AGREEMENT** is made and entered into as of this first day of March, 2024 by and between **WORK SERVICES CORPORATION**, hereinafter referred to as the Employer, and **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1000, 967 WEST WALL STREET, SUITE 100, GRAPEVINE, TX 76051**, hereinafter referred to as the Union.

**WITNESSETH:** that it is the desire of the parties signatory to this Agreement to provide for the operation of the employer's contract with Sheppard Air Force Base in Wichita County, Texas, under methods which will further, to the fullest extent possible, the safety and general welfare of the employees, economy of operation, quality and quantity of output; and

WHEREAS, it is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully, individually and collectively for the advancement of said conditions and it is **HEREBY AGREED AS FOLLOWS:**

## **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative Of all its employees under its Commissary contract at Sheppard Air Force Base, Texas, except Executives, clerical, and administrative employees, guards, supervisors and professionals defined in the National Labor Relations Act, as amended.

## **ARTICLE II UNION SECURITY**

### **SECTION 1. Agency Shop**

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure upon or discriminate against any employee regarding their membership or non-membership in the Union.

- B. Membership in the Union is separate, apart, and distinct from the assumption by an employee of his equal obligation to the Union insofar as he receives employment benefits equal to those received by other employees. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members of this Union only. Accordingly, it is fair and equitable that each employee in the bargaining unit assume his fair share of meeting the Union's costs and expenses in serving as the exclusive bargaining representative.
- C. In accordance with the policy set forth under sub-paragraph A and B of this Section, all employees shall as a condition of continued employment pay to the Union as the employee's exclusive bargaining representative membership/representative dues an amount determined by the Union. For all employees covered under this Agreement such payments shall commence thirty (30) days following the effective date of this Agreement or thirty (30) days following the date of their employment, whichever occurs later.

## **SECTION 2. Dues Check-Off**

- A. The Employer agrees to honor all check-off authorization cards for the deduction of initiation fees or membership/representation dues signed by the individual employee which will authorize the employer to deduct from the employee's paycheck each and every month from the first pay period of each month or from every payroll period such membership/representation dues and/or initiation fees as certified by the Union.
- B. The Employer agrees to remit all sums so deducted to the Union, or its designated Agent, on a bi-weekly basis. The Union will advise the employer in writing as to the

amount of dues and/or initiation fees, and the address to which same shall be forwarded. The Union agrees that in the event of any change in the Union's deduction of membership/representation dues or initiation fees structure to notify the employer at least ten (10) days prior to the first pay period of the following month.

- C. The Employer agrees to permit ABC deductions to the Union, or its designated agent, on a bi-weekly basis. The Employer also agrees to remit the required five dollar (\$5.00) July 1 ABC deduction to the Union or its designated agent.

### ARTICLE III MANAGEMENT

The employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, including but not limited to the right to hire, suspend or discharge for just cause, to assign to jobs, to increase and decrease the work force, to demote or transfer, to maintain discipline of employees and to make reasonable rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of this Agreement.

### ARTICLE IV SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the Parties hereto and shall not be affected by any changes in the regular status, ownership or management of either party hereto. The Union expressly acknowledges and agrees that the Employer's contract at Sheppard Air Force Base, Wichita Falls, Texas, is an annually negotiated contract with DeCA, and that in the event the Employer's contractual relationship with DeCA at said base shall terminate then the Employer shall be relieved of all further obligations under this Agreement.

## ARTICLE V SENIORITY

### SECTION 1.

The employer recognizes Seniority which shall be based upon the length of continuous service with previous, present, and succeeding Employers according to the Employer's and the Union's records as the major factor to be considered by it in shift assignments including temporary assignments of two weeks or longer duration, promotions, demotions, lay offs, and recalls after layoffs within the Unit. The Employer agrees that when a job vacancy occurs to give first consideration to present employees based on their ability and qualifications to perform the job. When such candidates' abilities and qualifications are equal, then seniority shall prevail.

### SECTION 2.

No employee shall acquire any seniority rights until he 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 in the following events:

- A. If an employee quits.
- B. If an employee is discharged for cause.
- C. If an employee takes an unauthorized leave of absence.
- D. If an employee is laid off for more than six (6) months.

### SECTION 4.

The Employer shall supply the Union with an up-to-date seniority list every three (3) months. The Employer agrees to notify the Union of new hires, terminated employees, and employees on FMLA, Medical Leave of Absence (MLOA), and all other leaves of absence on a monthly basis.

### SECTION 5.

During his/her term of office, each Union Steward will have top seniority in his/her job

classification for purposes of layoff and recalls and for purposes requiring the presence of a Union Steward in order to insure the proper administration of the Agreement and grievance processing. The right of appointment and removal of Union Stewardship is vested in the Union.

## ARTICLE IV UNION REPRESENTATIVES AND STEWARDS

### SECTION 1. Union Representatives

- A. Accredited Union Representatives shall be allowed access to the Commissary at any reasonable time which employees are working under the terms of this Agreement, and as security regulations may permit, in order to meet with the Employer's Representative, or with the Union Stewards, and/or with employees at any time to discuss or to find a solution, as the case may be, on any matters concerning the administration of the Agreement. The Union agrees not to unnecessarily delay employees, or the progress of work during regular working hours.
- B. The Employer agrees to designate a Local Representative, such as a Local Manager, Superintendent, Supervisor, or any other person given the authority to deal with the Union's Representative, or Steward, as if said Local Representative were the Employer himself.

### SECTION 2. Union Steward

The Union Representative shall appoint all Union Stewards, as may be necessary and submit to the Employer in writing the names of the employees who are to serve in such capacity.

It shall be the duty of the Union Steward to take up all grievances, complaints, or any other matters which may be brought up to his/her attention by any employee covered by this Agreement, and try to have such matters adjusted during working hours without loss of pay.

The time used by the Union Steward to attempt adjustment of the grievance shall be approved

in advance by management. Management's permission will be granted promptly unless compelling work commitments dictate otherwise. When such conditions exist, management will promptly establish an alternative time or secure a replacement for the Steward in order to investigate a complaint or grievance. In the interest of promoting cooperative relations, the Project Manager will introduce each new employee to the Union steward within forty-eight (48) hours after the new employee reports to work. At this meeting, which shall take place during working hours, the steward shall give the new employee a copy of the contract and shall explain its operation. The steward may answer any questions the new employee asks him, may request the new employee to join the Union, may make arrangements for the new employee to become a member, and/or for the employee to pay the employee's exclusive bargaining representative membership/representation dues. Up to two (2) stewards will be allowed up to two (2) days off per year to attend Union workshops. The Union will give the Employer at least two (2) weeks advance notice. Holiday weeks will be excluded for time off.

### **SECTION 3. Bulletin Boards**

The Employer shall allow the Union to use bulletin boards in the principal departments or other suitable locations for the purpose of posting thereon, notices (not larger than 8 ½" x 14" size paper) of Union Meetings and other Union activities; subject to the rules and regulations of Sheppard Air Force Base, regarding posting of notices.

## **ARTICLE VII GRIEVANCE PROCEDURE AND ARBITRATION**

**THE PARTIES** to this Agreement agree that any dispute, complaint or grievance arising out of the interpretation or application of the terms and conditions of this Agreement, shall be promptly settled in accordance with the following procedures:

### **SECTION 1. Step One**

Any employee should discuss and try to settle any complaint with his/her immediate



supervisor. If a solution is not reached, the employee shall report to his steward any complaints, disputes, or grievances which he/she 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 within 10 days of notice of the complaint. The Union shall be the sole judge as to the validity of any grievance.

In the event the Union Representative and/or it's designee believes the grievance has merit, he/she will attempt to resolve the dispute with the Employer's designee within fifteen (15) calendar days after notice from the Union Steward. If the dispute is not resolved within that period of time, the matter shall be referred to Step Two in writing within ten (10) calendar days thereafter. If the matter is not referred within ten (10) calendar days, thereafter, the matter shall be considered closed.

### **SECTION 2. Step Two**

The grievance must be presented in writing. The written grievance shall include a statement of the grievance, date of the occurrence, parties involved, and a statement of the provision of the agreement alleged to have been violated. The Employer will respond to the Union within fifteen (15) calendar days of receipt of the written grievance or the Union may refer the grievance to Step Three – Arbitration.

### **SECTION 3. Step Three ARBITRATION**

The party invoking the provision of STEP THREE-ARBITRATION shall call upon the Federal Mediation and Conciliation Service to supply both the Employer and the Union with a list consisting of nine (9) individuals who would serve as Arbitrator. A representative of the Employer and a representative of the Union shall alternately strike names from the list. The Selection process will be complete within ten (10) days of the receipt of the list. If a party fails to participate in the striking of an arbitrator within the time prescribed, the other party

shall be allowed to unilaterally strike names until one arbitrator remains and shall continue with the arbitration. The decision of the Arbitrator shall be final and binding upon both parties. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union. If any employee witness is called by the Employer, the Employer will reimburse him/her for time lost at his/her regular straight time base rate. If an employee witness is called by the Union or if the grievant is present at the hearing, the Union will reimburse such personnel for the time lost at his/her regular straight time base rate.

#### **SECTION 4.**

The decision of the impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of the Agreement.

### **ARTICLE VIII DISCHARGE**

#### **SECTION 1.**

An employee shall be subject to immediate discharge including but not limited to the following reasons:

- A. Incidents of proven theft
- B. Consumption of alcoholic beverages or using illegal drugs while working or as stated in the Drug-Free Workplace Policy
- C. Reporting for work under the influence of alcohol or other intoxicants
- D. Physical altercations
- E. Threats to inflict harm on another
- F. Falsification of time sheets, time cards, or medical records
- G. Unauthorized disclosure of employer's service proprietary documents, time sheets, pay cards, procedure manuals, etc.
- H. Direct and blatant disobedience of a direct instruction, except such request that leads to an unsafe incident or an illegal act
- I. Acceptance and/or payment of a bribe or offering of a financial reward for any cause or purpose
- J. Unauthorized use of an employer's vehicle, equipment or property
- K. Any false statement made on the employment application, or to a medical authority with the intent to deceive
- L. Unauthorized possession of firearms, guns, or any weapon capable of inflicting bodily harm or injury to another person within government or WSC property
- M. Employees restricted by the Government from entering the government installation
- N. Sleeping on the job while on employer time

- O. Leaving work before schedule completion or quitting without prior approval
- P. Willful destruction or damage to government or company property
- Q. Use of derogatory language, gestures or postings related to gender, race or disability.

## **SECTION 2.**

Other than reasons identified above, in Section 1, the employer shall not discharge any employee without just cause, and with respect to any such discharge, the Employer shall give at least three (3) warning notices to the employee of any complaint against such employee, in writing, and a copy of the same to the local Union. Once warning notices become six (6) months old, they will not be considered in the progressive discipline process. Warning notices of complaints against an employee need not be for similar reasons.

## **SECTION 3.**

The following includes but does not limit the employer's rules and regulations which shall not be permitted:

- A. Illegal gambling, including games of chance, operation of pools, lotteries, etc., within the facilities
- B. Inappropriate workplace behavior, including but not limited to, obscene language or gestures, cursing, racial slurs, disruptions to business operations
- C. Vending, soliciting, or collecting contributions for any purpose, at any time on the premises unless authorized, i.e.: Union Business.
- D. Failure to notify management or supervisor that assigned work was not completed
- E. Unauthorized break or use of telephone
- F. Failure to report to work in proper uniform or approved work attire while exhibiting a high degree of personal cleanliness and failure to practice good personal hygiene while working
- G. Failure to wear provided name badge or I.D. card
- H. Unauthorized presence in any area not normally assigned to the employee
- I. Verbal altercation with subordinates, superiors, peers, or other non-supervisory personnel
- J. Interference with an inspection process or inspector
- K. Giving access to any person to any area (by key or lock combination) under the control of the employee/employees
- L. Failure to maintain a reasonable means by which the employer may contact the employee for duty
- M. Reporting to work late without cause or excused tardiness
- N. Any moving vehicle violation while driving any employer's vehicle
- O. Poor job performance; poor job performance must be documented and clearly due to the employee's failure to meet established standards as per the Performance Work Statement
- P. Smoking, eating, or drinking in any area other than approved areas for that purpose
- Q. Any safety violation, whether intentional or due to negligence or carelessness
- R. Rude or inappropriate behavior towards a customer or government official
- S. Personal activities which substantially interfere with performance of the contract

T. Excessive absenteeism

1. Every absence from a scheduled assignment must be documented and recorded on the individual employee's attendance record. Absences are classified into two separate categories:
  - a. Excused absences
    1. Less than three consecutive days of sick leave claimed
    2. Three or more consecutive days of sick leave claimed with a doctor's medical excuse slip documenting the nature of the illness
    3. Bereavement leave for immediate family member
    4. Approved personal leave
    5. Approved vacation leave
    6. Holidays (if not scheduled to work)
    7. Jury Duty
    8. Family Medical Leave Act leave
    9. Approved leaves of absence
  - b. Unexcused absences:
    1. Three or more consecutive days of sick leave claimed without a doctor's or medical excuse documenting the nature of the illness
    2. Any unauthorized failure to meet work schedule
2. Absenteeism is considered to be "excessive" when repeated instances of unexcused absence are of a magnitude to cause an employee to miss an average of three (3) days per quarter. However, a clear and habitual pattern of excused absenteeism may be considered "excessive".

Employees found guilty or violating Employer's rules and regulations may be warned, suspended without pay, or discharged, in the following manner:

- |                   |  |
|-------------------|--|
| A. First offense  | Written counseling or reprimand                  |
| B. Second offense | Written reprimand                                |
| C. Third offense  | Written reprimand with three (3) days suspension |
| D. Fourth offense | Termination                                      |

**SECTION 4.**

The employee disciplined shall receive a copy of any written notice at the time of the disciplinary action. Suspension or termination must be made by proper written notice to the employee, shop steward and/or the Union. Copies of all written notices will be sent to the Union on a monthly basis for review.

**SECTION 5.**

An employee who is absent from work for a period of three (3) consecutive work days without proper cause, or an employee who is absent from work for a period of three (3)

consecutive work days without reporting the reason for such absence shall be considered as having resigned without notice (voluntary termination).

**SECTION 6.**

Reinstatement of unjustly discharged or laid-off employees – any employee found to have been improperly discharged or laid-off shall be immediately reinstated without loss of seniority, and compensated for all time thus lost.

**ARTICLE IX BASIC WORK WEEK; HOURS OF WORK; DAYS OFF; SHIFTS;  
SHOW-UP TIME, AND OVERTIME**

**SECTION 1. Work Week and Hours of Work**

The Employer shall establish a work week based on a calendar or payroll week period. A week is a period of 168 hours during seven (7) consecutive 24-hour periods. For purposes of this contract, a week begins at 0001 hours Friday and ends at 2400 hours Thursday. The hours for each employee shall be scheduled by the Employer. Schedules shall be prepared in ink indicating the last name and first initial. The Employer shall schedule employees to meet the contractual requirements of DeCA.

**SECTION 2. Days Off**

The Employer shall give employees advance notice of their days off. Employees' days off will be scheduled to meet the contractual requirements of DeCA.

**SECTION 3. Shifts**

Shifts for all regular employees will be established in accordance with the U.S. Government regulations and provisions applicable to the Commissary contract at Sheppard Air Force Base.

**SECTION 4. Show-up and Reporting Time**

Any employee reporting to work at the regular starting time when he/she has not been notified

not to report and for whom no work is provided, shall receive two (2) hours time at his/her regular hourly rate, unless a reasonable attempt to notify has been made by the company. Excludes employee request to leave scheduled hours prior to the completion of work at employee's request. Any employee reporting for work at the regular starting time who is placed to work shall be paid no less than two (2) hours and the actual number of hours worked after that. Any employee called in outside his/her regular working hours or on his/her days off shall have the right to decline such work. Any employee called in outside their regular working time will be paid a minimum of three (3) hours pay. Management, with the assistance of the Union Steward, will create a call-in list (by seniority—in each job classification) for those who are willing to work outside regular working times, this will include those asked to stay beyond the regular shift's end. Then, seniority will be the basis of offering irregular work (within the constraints of minimizing overtime). Seniority is defined on the basis of date of employment and other authorized adjustments.

#### **SECTION 5. Overtime**

Overtime at the rate of time and one-half ( 1 ½) times the straight time rate of pay shall be paid for all work performed in excess of forty (40) hours in any week. An employee may not be compelled to take off scheduled work hours to avoid the payment of overtime.

## ARTICLE X WAGES – BENEFITS

### SECTION 1.A Classifications

	<b>March 1 2021</b>
Fork Lift Operator	\$17.72
<hr/>	
Commissary Worker	\$14.02
<hr/>	
Janitor (Custodian)	\$11.76
<hr/>	
Custodian/Meat Room	\$13.15
<hr/>	

Night Lead Worker will receive an additional \$.50 (cents) per hour for all hours worked.

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Year two and three of the agreement wages article only will open January 1<sup>st</sup> for annual increases / bargaining. If federal law changes the minimum wage act the two sides will open the wage Article only in order to comply with current law.

### SECTION 1.B. Longevity

Hourly employees will receive longevity increases of:

1. After two (2) years of service                      \$0.15
2. After five (5) years of service                      \$0.15
3. After fifteen (15) years of service                      \$0.15

### SECTION 1.C. Lead Worker

The Lead Worker is responsible for directing and monitoring the work in specific assigned areas.

He/she is not vested with disciplinary authority (this right is vested in the Employer per Article

III). In the absence of the Project Manager, the Lead Worker will be designated “in charge”.

### SECTION 2. Injured Employees

An employee suffering an injury arising out of and during the course of his/her employment, who is required to leave his/her work premises, will be paid from the time of injury to the end of the normal shift on the day of such injury.

### **SECTION 3. Personal Protective Equipment**

- A. If the government directs the Employer to ensure that employees wear Personal Protective Equipment (PPE), said PPE will be provided by the Employer. The Employer will provide one pair of steel toed shoes or boots per year at the actual cost of the shoes or boots if less than \$80 but not to exceed \$80 per year. This will be provided on the employees' anniversary date.
- B. The Employer and the Union agree to cooperate to maintain safe working practices.

### **SECTION 4. Holidays**

- A. All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays, irrespective of the day of the week on which the holiday may fall. Holiday pay shall be determined based on an average of hours worked the two (2) weeks prior to the holiday. The employer may substitute for any named holidays, another day off with pay, giving employees notification upon receipt of changes from DECA, in accordance with a plan communicated to the employees involved:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

- B. When a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period. The employee will receive holiday pay for holidays which occur during the vacation period. The holiday will not be charged as a day of vacation.



- C. A holiday which falls on a Saturday or Sunday shall be celebrated on the day designated by Sheppard Air Force Base for the observation of such holiday.
- D. To be eligible for the holiday pay, an employee must work his/her scheduled work shift the day before, the day of and the day after the celebrated holiday, except in cases where absence is due to excusable reasons.

**SECTION 5. Vacation**

Upon attainment of each anniversary date of employment for every employee who has continuous length of service with the Employer or a Predecessor shall be entitled to paid vacation in accordance with the following schedule:

During months 1-12	1 week accrued at 3.33 hours per month
During months 13-48	2 weeks accrued at 6.66 hours per month
During months 49-108	3 weeks accrued at 10.00 hours per month
After 108 months	4 weeks accrued at 13.33 hours per month

Employees working 40 hours per week shall earn vacation according to the above schedule.

Employees working less than 40 hours per week earn vacation based on the number of hours worked up to a maximum of 40 hours. If an employee is terminated within the first 12 months of employment, the employee shall not be entitled to vacation pay.

Beyond 12 months, employees are entitled to pay of all accrued vacation upon termination.

Vacations will, so far as possible, be granted at a time most desirable by the employee, but the final right to allotment of vacation period is reserved by the employer in order to insure normal operations. Requests shall be honored on a first come-first served basis.

The employer encourages the use of vacation leave as a beneficial break from work.

Vacation shall accumulate to a maximum of six (6) weeks (240) hours. The company may require an employee to schedule and take vacation time to avoid accumulating in excess of six (6) weeks (240 hours), if the employee has accumulated four (4) weeks (160 hours) or more.

Vacation earned in excess of 240 hours will be paid with the payroll in which it is earned.

Health and Welfare and Pension benefits shall in included in vacation pay.

#### **SECTION 6. Health and Welfare Benefits**

Employees will receive cash in lieu of insurance coverage based upon the current Department Of Labor Health and Welfare rate. If, at a future date, a Health and Welfare insurance plan to cover the bargaining agreement covered employees becomes feasible, it will be presented to the membership for approval.

For all employees who are currently employed prior to 3/1/21, they may have the option of election for payment of H&W Benefit to be made via.

QNEC contribution to our company qualified company sponsored 401K retirement plan or Cash in Lieu as currently in place

Employees who separate employment following 3/1/21 and are rehired will not be eligible for the above option.

All Employees hired post 3/1/21 will receive H&W Benefit as a QNEC contribution to a qualified 401K plan.

#### **SECTION 7. Pension**

The Employer shall contribute twenty-five cents (\$0.25) per hour as Pension Benefits. Each December every employee shall determine and direct the Employer to pay (on the employee's behalf) these monies to that employee's specified insuring carrier or to pay these monies with each pay check during the next calendar year.

#### **SECTION 8. Jury Duty**

When an employee is summoned for Jury Duty and is required to serve on a regular work day during working hours which he/she would otherwise be scheduled to work, he/she shall be paid the difference between his/her regular straight time rate of pay for those hours not exceeding eight (8) hours and the payment received for jury service not to exceed five (5) days.

Employees will not be required to work nine (9) hours prior to jury duty.

**SECTION 9. Sick Days**

Employees shall accumulate sick days at the rate of six (6) hours per month for a maximum of 72 hours per year, with pay at the employee's regular rate of pay. Sick days shall be cumulative and shall accumulate to a maximum of 240 hours (30 days). Any sick days earned in excess of 240 hours will be paid with the payroll following that in which it is earned. Unused accumulated sick days will be paid when an employee leaves the employment of WSC.

**SECTION 10. Personal Days**

The purpose of personal days is to grant time off, with day, for an employee to take care of personal business for non-emergency reasons. Employees who desire to use a day as a personal day must schedule the day with his/her supervisor at least two (2) regularly scheduled days in advance. Hours available for use as a personal day are based on the employee's accrued sick leave balance. An employee may take no more than six (6) personal days in a calendar year. Additionally, personal days may only be taken in full-day increments based on the employee's work schedule, and an employee may take no more than two (2) personal days at any one time.

**SECTION 11. Differential Pay**

Wage employees who work both Saturday and Sunday will be paid an additional thirty cents (\$0.30) per hour differential for those hours worked on Sunday.

**SECTION 12. No Reductions**

No employee shall suffer a reduction in his basic hourly rate of pay, nor will any financial benefits now being enjoyed by any employee be taken away as a result of the signing of this Agreement.

### **SECTION 13. Bereavement Leave**

In case of death in the immediate family, an employee shall be granted no more than two (2) days of leave with pay unless the funeral is held 200 or more highway miles from Wichita Falls in which case the employee is eligible for no more than four (4) consecutive days. Funeral leave is limited to no more than two (2) occasions per calendar year. In the event of more than two (2) funerals, the employee may request vacation, personal time, or leave without pay, in accordance with the vacation, sick and personal time, and leave of absence provisions of this Agreement. Management may require certification. For purposes of this section, the immediate family shall consist of Mother, Father, Sister, Brother, Grandparent, Spouse, Parent-in-Law, and Children-in-Law Grandchildren, Children of the Employee, Stepparents, Stepchildren, Grandparents-in-Law, Step-grandparents, and Step-grandparents-in-Law, Brother-In-Law, and Sister-In-Law.

## **ARTICLE XI LEAVES OF ABSENCE**

### **SECTION 1. Family and Medical Leave**

#### **A. Basic Leave Entitlement:**

Eligible employees are entitled to up to 90-days of unpaid, job protected leave per 12 months (a rolling period measured backward from the date an employee uses any FMLA leave) in accordance with the Family and Medical Leave Act of 1993, revised January 2013 for:

- 1) incapacity due to pregnancy, prenatal medical care or child birth;
- 2) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- 3) for a serious health condition that makes the employee unable to perform the employee's job

If an employee cannot return to work at the end of their 90-day FMLA period, their employment is terminated and there is a break in seniority.

#### **B. Military Family Leave Entitlement**

1. Qualifying Exigency: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 90-day leave entitlement to address certain qualifying exigencies.

2. Care for Next of Kin: Eligible employees may take up to 26-weeks of leave for a spouse, parent, son, daughter or next of kin to care for a service member who becomes seriously ill or is seriously injured while on active duty.

At no time will an employee's combined Basic FMLA leave or Military Family Member entitlement exceed 26-weeks per 12-months (a rolling period measured backward from the date an employee uses any FMLA leave).

## **SECTION 2. Medical Leave of Absence**

If an employee has completed their new employee introductory period and has a serious health condition (as defined by FMLA) or pregnancy/birth of a child, but does not qualify for Basic FMLA leave as described in Section 1.A., above, the employee may request a 90-day Medical Leave of Absence (MLOA). A medical leave of absence can only be used for the employee's own serious health condition. Seniority is protected during MLOA. If an employee cannot return to work at the end of their 90-day MLOA period, their employment is terminated and there is a break in seniority.

## **SECTION 3. Leave of Absence**

An employee desiring a leave of absence from his/her employment shall secure written permission from the Employer. The maximum allowable time for a leave of absence shall be for ninety (90) days and may be extended for a maximum of thirty (30) days. Written permission for the extension must also be secured from the Employer. A leave of absence is without pay to accommodate employees who encounter unusual or unavoidable circumstances that require an extended period of time away from the job. Approval for a leave of absence is based on

contractual requirements, staffing needs, and business necessity and is not granted automatically. Seniority is protected during a leave of absence. A leave of absence will not be granted for the purpose of engaging in gainful employment elsewhere. If an employee does not return to work on the expiration date of the leave of absence, employment will be terminated.

#### **SECTION 4. Union Leave of Absence**

The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The employee shall, upon returning to work, receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off. Such leave of absence shall be limited to twelve (12) months.

#### **SECTION 5. Military Leave**

Military leaves of absence will be granted to reservist or guardsmen employees in accordance with the Vietnam Era Veteran's Readjustment Assistance Act of 1974. Every effort will be made to return the employee to his or her former position. The employee will be entitled to the same seniority and pay as if he or she had remained in continuous service, provided such pay is based on seniority.

Returning reservist-employees are not entitled to any benefits that may or would have been accrued as compensation for work actually performed.

### **ARTICLE XII NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination by reason of age, sex, creed, color, national origin, disabling condition, nor for membership or non-membership in the Union. The Company and the Union particularly affirm their intent to continue their compliance with the spirit and letter of the

Equal Employment Opportunity Law, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, and other applicable state and federal legislation.

#### **ARTICLE XIV SEVERANCE PAY**

In the event that a successor contractor hires less than 85% of the employees covered under this Agreement, it shall constitute a severance for which the successor contractor shall be liable. The successor contractor shall pay severance pay to all employees not hired in the amount of their normal earnings for a four (4) week period, including fringe benefits and any other benefit contained in this Agreement.

The Company will make an attempt to place those employees affected in another contract if at all possible.

#### **ARTICLE XV AGREEMENT – QUALIFICATIONS**

If any term or provision of the Agreement is at any time during the life of the Agreement in conflict with any applicable valid federal or state law or regulations, such term or provision shall continue to be in effect only to the extent permitted by such law or regulation. If any term or provision of this Agreement becomes invalid or unenforceable, such action shall not affect or impair any other term or provision of this agreement.

#### **ARTICLE XVI UNION CONTRACT TO BIDDERS**

The Union agrees to insure all bidders receive a copy of the Union Contract to include latest negotiations and revisions to insure that all benefits can be included in the bid. Bidders are to be notified by a certified mailing of the contract and revisions.

#### **ARTICLE XVII PROPOSED POSITION POSTING**

When the Employer determines that a position will become available, it will be posted in a

Conspicuous area for a period of twelve (12) days a notice of the proposed position. A proxy submission shall be considered as valid as an original bid. A copy of the posting shall be faxed to the Union office and/or relayed to the Union Steward. During such period, qualified employees may make written application for said position. Qualifications shall be determined by the Employer. An employee who bids and is awarded a posted position is ineligible to bid on posted positions in the same job classification for a period of 60 days, unless the posted position enables the employee an increase in scheduled work hours

### **ARTICLE XVIII JAVITS-WAGNER-O'DAY ACT**

In accordance with the Javits-Wagner-O'Day Act seventy-five percent (75%) of the direct man-hours required in the performance of the contract will be required to be performed by people with disabilities. If, through normal attrition these goals cannot be met, this will be done through displacement.

### **ARTICLE XIX NO STRIKE, NO LOCKOUTS**

#### **SECTION 1.**

During the term of this Agreement or any renewal or extension thereof, neither the Union, its officers, agents, representatives, members nor any employee will directly or indirectly authorize, participate in or engage in any strike, sympathy strike, slow-down or work stoppage of any kind whatsoever.

#### **SECTION 2.**

During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.



### **SECTION 3.**

If a significant event occurs that affects workers, the workplace, or the safety and health of workers and their families, including but not limited to natural or weather disasters, epidemics, pandemics, catastrophes, public health emergencies, or similar events, or if a federal, state or local government announces or declares the event a disaster, emergency, or similar event, this emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as “emergencies.” All other sections of this Agreement not in conflict with this emergency provision will remain in effect.

During the term of the agreement if mutually agreeable the parties may implement new changes in policy procedure, or working condition including but not limited to:

- 1) Additional Pay referred to as “ Hazard Pay” and or “ Hero Pay”
- 2) Additional Paid Leave”

**TERM OF AGREEMENT**


The Agreement shall become effective March 1<sup>st</sup>, 2021 and shall be operative and remain in full force and effect until Midnight March 1<sup>st</sup>, 2024 and then from year to year thereafter, subject, however, to the right of either party to amend or terminate the Agreement by written notice given to the other party at least sixty (60) days prior to the expiration of the initial period of any renewal period. The effective dates of this Agreement are March 1, 2021 through March 1<sup>st</sup>, 2024.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, this 8 day of March, 2021.


**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 1000**  
967 West Wall Street, Suite 100  
Grapevine, TX 76051

**WORK SERVICES CORPORATION**  
3401 Armory Road  
Wichita Falls, TX 76302-1723

**FOR THE UNION:**

  
Casey Williams  
Secretary/Treasurer

**WSC COMMITTEE:**

  
Robert Propp  
Vice President of Human Resources