

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into as of the 27<sup>th</sup> day of November 2013, by and between The John F. Kennedy Center for the Performing Arts, hereinafter referred to as the “Employer,” or the “Kennedy Center” and UNITE HERE, Local 23, AFL-CIO, hereinafter called the “Union”.

### **I. UNION RECOGNITION:**

Pursuant to the certification of the Union as the exclusive bargaining representative of an appropriate unit in accordance with the Federal Service Labor Management Relations Statute (the “Statute”), the Employer recognizes the Union as the exclusive bargaining representative for all cashiers, bus drivers, taxi dispatchers, maintenance employees, and traffic attendants employed in the Auxiliary Services Department at the John F. Kennedy Center for the Performing Arts, but excluding all management officials, supervisors, professional employees and employees as described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). The Federal Labor Relations Authority (“FLRA”) issued certification is incorporated into this Agreement as Exhibit A.

The word “employee” shall mean an employee serving in a position in the bargaining unit.

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**II. DURATION:**

This Agreement shall be effective as of October 7, 2013 and shall be in full force and effect until midnight October 6, 2016 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement at least ninety (90) days prior to the date of the expiration of this Agreement or any renewal thereof.

Expiration of this Agreement shall not terminate recognition of the Union.

**III. CLASSIFICATIONS AND RATES OF PAY:**

A. Employees shall, for the term of this Agreement, receive the following increases in their hourly rates of pay:

Effective October 7, 2013: 3% or \$0.50, whichever is greater, except for drivers, who shall receive \$1.00.

Effective October 6, 2014 3% or \$0.55, whichever is greater.

Effective October 2, 2015: 3% or \$0.55, whichever is greater.

The following minimum rates of pay at the time of hire shall apply during the term of this Agreement:

Shuttle Bus Driver	\$13.50
Traffic Attendant	\$8.80
Cashier	\$8.80
Taxi Dispatcher	\$10.00
Maintenance	\$11.00

In the case of salaried employees, a salaried employee's wages shall be no less than if he were an hourly employee.

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B. The Kennedy Center shall give the Union prior notice of its intent to employ employees in new job classifications that concern the operation or custodial maintenance of its parking facilities or shuttle bus services. Such notice shall be sufficient to allow the Employer to meet and confer with the Union as to whether any of the new classifications are within the scope of the bargaining unit represented by the Union. If the parties agree that new classifications are within the scope of the certified bargaining unit, they agree to negotiate any such new classifications into the current collective bargaining agreement.

Nothing in this Agreement shall be construed to waive the right of either party to seek an amendment or clarification of the scope of the bargaining unit pursuant to 5 U.S.C. §7111 for the purpose of including or excluding Kennedy Center employees holding new job classifications or for other lawful purposes.

C. An employee who substitutes in another classification shall be scheduled for no less than his normally scheduled hours of work.

D. An employee who substitutes in another classification for 1 hour or more in a day will be paid the hourly rate of pay for the other classification or his regular rate of pay, whichever is higher, for those hours worked in the second classification.

E. Nothing in this Agreement shall prevent the Employer from paying employees at rates above the foregoing minimums or from granting increases to employees not required by this Agreement. Employees who are paid above the minimum contract rates shall continue to receive such higher pay and no less than the negotiated across-the-board increases.

F. Non-bargaining unit employee(s) shall not be permitted to perform the work of bargaining unit employees except for cashier duties during early morning hours prior to 9:00

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a.m. Monday through Friday and prior to 8:00 a.m. Saturday and Sunday and in cases of emergency.

G. A full-time employee is defined as regularly working thirty-seven and one-half (37 1/2) hours per week or more; a part-time employee is defined as regularly working less than thirty-seven and one-half (37 1/2) hours per week; a temporary employee is defined as an employee hired to fill a position left vacant due to another employee's temporary absence (e.g., FMLA leave, use of PTO, etc.) and who is employed no more than ninety (90) days within any consecutive twelve (12) month period.

H. Should the Employer pay a newly hired employee an hourly rate of pay which is higher than a more senior employee(s), then the Employer shall raise the more senior employee(s)' hourly rate to no less than that of the newly hired employee. For the purpose of this article, a newly hired employee shall be defined as an employee who has less than six months of active employment with the Employer.

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### IV. HOURS OF WORK AND OVERTIME:

A. All time worked in excess of forty (40) hours per week shall be considered overtime and compensated at the rate of time and one half (1 ½) the employee's regular rate of pay. There shall be no pyramiding of overtime. Annual leave or any other pay for hours not actually worked shall not be used to calculate overtime. The Employer shall not reduce the number of hours that an employee is scheduled to work a particular week in order to avoid the payment of overtime for that week.

B. No employee shall be scheduled to work for less than four (4) hours in one day unless otherwise requested by the employee.

C. When the Employer needs one or more employees to work overtime in a particular classification, the overtime shall be offered on a voluntary basis to the employees in the affected classification. If more than a sufficient number of employees volunteer, then the most Employer senior employee(s) shall be offered the overtime. If an insufficient number of employees volunteer, then the Employer may require the employee(s) with the least Employer seniority working in the classification to work the overtime.

D. When the Employer needs to send one or more employees in a particular classification home early due to lack of business, the ability to leave early shall be offered to employees in the affected classification in the order of Employer seniority. If no employee(s) elects to leave early, the Employer may require the employee(s) with the least Employer seniority working in the affected classification to leave early.

E. An employee who reports to work as scheduled or requested by the Employer who is fit, willing and able to work, shall be paid for at least four hours. An employee who

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reports to work at the request of the Employer fit, willing and able to work whom the Employer sends home early shall be paid for his entire shift, provided he has worked at least half of his shift.

F. The workweek is the 7-day week commencing at 12 a.m. Monday and ending at 12 midnight on the following Sunday.

G. The parties agree that in accordance with past practice, an employee who is going to be late or absent from work should contact management at least two (2) hours prior to the beginning of the employee's work shift unless such prior notice is not possible.

H. Inclement Weather - The parties agree that in accordance with past practice, if the Kennedy Center shuts down or otherwise reduces the hours of an employee as a result of snow or other inclement weather, all employees whom the Employer sends home early shall be paid for their entire shifts. All full-time employees scheduled but not permitted to work will be paid for their entire shift. The determination to shut down or otherwise reduce hours shall be in the sole discretion of the Kennedy Center.

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### **V. BREAKS AND WORKING CONDITIONS:**

A. The Employer shall arrange the following paid breaks for bargaining unit employees:

- Employees who work an eight (8) hour shift or longer shall be allowed one half hour meal break after 4 hours of work. Employees that work an eight (8) hour shift or longer shall be allowed 2 - 15 minute breaks, one to be taken after 2 hours of work, and one to be taken after 6 hours of work. No time shall be deducted from employees' pay for restroom breaks.
- For employees working a six (6) hour shift but less than an eight (8) hour shift shall be allowed one half hour lunch break after 4 hours of work. Employees that work a six hour shift shall be allowed 1 - 15 minute break, to be taken after 2 hours of work.
- For employees working a four (4) hour shift but less than a six (6) hour shift shall be allowed 1 - 15 minute break, to be taken after 2 hours of work.

B. The Employer and the Union agree that employees should have a safe and healthful work environment. The Employer shall provide cashiers and attendants with waterproof booths that have heating and cooling, chairs with backs, and window. The Employer shall provide maintenance employees with weather appropriate coveralls, if requested, masks and gloves. The Employer shall provide and maintain a water cooler with hot and cold spigots and cups that are easily accessible to the employees.

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The Union shall report unsafe and unhealthy working conditions of which it has knowledge to the Employer. If requested by the Union, the Employer agrees to meet to discuss and make a good faith effort to resolve such problems. The Union agrees to encourage employees to work in a safe manner.

C. The Company shall supply employees with an adequate amount and complement of cash to make change for customer transactions at the location.

D. The Kennedy Center will not require employees to pay for parking in the Kennedy Center parking facility.

### **VI. PAY CHECKS AND PAY DAY PROCEDURES:**

Employees shall be paid every other Friday. Paychecks shall be available by 12:00 p.m. at the payroll office on payday unless administrative problems prevent such from being available at that time. The Employer shall offer employees the option of Direct Deposit.

### **VII. PROBATIONARY PERIOD AND NEW HIRES:**

A. All newly hired employees shall serve a training and probationary period during the first ninety (90) calendar days of their employment. During such period, the Employer shall not be required to submit to the grievance and arbitration procedure herein provided for any probationary employee, including termination of a probationary employee.

B. An employee who has lost his seniority as per Article XVI, D of this Agreement will be required by the Employer to serve a new ninety (90) day probationary period.

C. Once a newly hired employee completes his ninety day probationary period he shall be placed on the seniority list using his first day of work as his seniority date. A



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probationary employee may not transfer or be promoted until he/she has completed the ninety (90) calendar day probationary period.

D. The Kennedy Center will provide the shop stewards with the names of any newly hired employees, along with their job classification and start date.

### **VIII. UNIFORMS:**

A. In order to insure a neat and clean appearance consistent with the Employer's policy, the Employer shall provide employees with weather appropriate, comfortable uniforms that are in good condition at no cost to the employee. The Employer shall provide each employee with no less than one (1) shirt for each day he is scheduled to work in a week up to five (5) and one pair of pants for each day he is scheduled to work in a week up to five (5). Additional garments for inclement weather shall be provided including a sweater or vest, and a light jacket or heavy jacket pursuant to past practice.

B. The Employer shall maintain and launder any uniform articles, which the Employer requires employees to wear. Uniforms that are worn or in disrepair shall be promptly replaced by the Employer.

C. Employees shall not be required by the Employer to purchase special shoes, hats, ties or other items. However, the Employer may require parking attendants, bus drivers, and taxi dispatchers to wear dark colored footwear.

D. If an employee through his own negligence, loses or severely damages a uniform item beyond normal wear and tear then the Employer may require the employee to reimburse the Employer for such items.

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E. The Employer shall be permitted to establish and maintain a reasonable work rule which requires employees to wear their issued uniform and maintain a neat and professional appearance during work hours, including wearing ties properly tied, tucking shirts into trousers, etc. Any employee who violates said work rule may be subject to progressive discipline.

### **IX. HOLIDAYS:**

A. The Employer shall recognize the same holidays that are recognized by the Federal Government as paid holidays for all full-time employees, which include, but are not limited to:

New Year's Day  
Dr. Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Inaugural Day

If a full-time employee does not work on a holiday, he shall receive holiday pay in an amount equal to eight (8) hours times his regular hourly rate of pay. If a full-time employee works on any one of the holidays, the employee shall receive holiday pay in addition to payment for hours worked on the holiday at the rate of one and one half times his regular hourly rate of pay.

For work performed by all part-time employees on the holidays listed, the rate of one and one-half times the applicable straight-time rate shall be paid.

B. Both the Employer and the Union agree that staffing is paramount. The Employer shall grant an employee's request not to work on a holiday in accordance with Employer

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seniority within the employee's affected classification. When the Employer needs one or more employees to work on a holiday in a particular classification because a regularly scheduled employee has elected not to work or additional work is available, the holiday work shall be offered on a voluntary basis to the employees in the affected classification. If more than a sufficient number of employees volunteer, then the most Employer senior employee(s) shall be offered the holiday work. If an insufficient number of employees volunteer, then the Employer may require the employee(s) with the least Employer seniority working in the classification to work the holiday.

C. The actual day that a holiday is observed shall be the same day that is observed by the federal government.

D. The Employer shall not be required to pay holiday pay to employees receiving worker's compensation.

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**X. PAID TIME OFF:**

A. Employees shall be entitled to accrue paid time off (PTO) days in accordance with the following schedule. PTO days may be used for whatever purpose that an employee chooses, including vacation, personal time, personal illness, time off to care for dependents, paid leave of absence or bereavement leave. Absences due to jury duty or military reserve duty are not counted against an employee's Paid Time Off plan.

**Full Time Employees:**

<u>Years of Service</u>	<u>Days per Year</u>
0-2 Years	19 days
3-6 Years	26 days
7 or More Years	31 days

**Part-Time Employees:**

<u>Years of Service</u>	<u>Weeks Per Year</u>
0-4 Years	1 week
5 or More Years	2 weeks

The number of hours in a "PTO" week for part-time employees will be as follows:

<u>Total Hours Worked in Previous Anniversary Year</u>	<u>Hours of PTO Per Year</u>
500 - 1000	18 hours
1001-1500	26 hours
1501 - 1800	34 hours
1801 or more	36 hours

Employees shall be entitled to paid time off only after they have successfully completed the probationary period. After completing the probationary period, an employee will be credited the paid time off that would have accrued to him/her during the probationary period. If an employee is terminated or resigns before completing the probationary period, paid time off shall not be payable to the employee.

B. PTO days shall be equal to the employee's regular weekly or daily pay, whichever is applicable for the time for which the PTO is taken. The amount of PTO that an employee has

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accrued and used shall appear on his/her bi-weekly pay statement expressed in hours. PTO leave shall be paid in the pay period in which the leave was taken.

C. If a contractual paid holiday falls during a full-time employee's PTO leave, the employee shall receive holiday pay for that day and not be charged a PTO day.

D. If paid time off is not used before the last day of the Calendar year in which it was accrued, a maximum of ten (10) days may be carried over to the following year. Any days over ten (10) not used will be lost.

For full-time employees employed and paid for less than a full Calendar year, paid time off will be prorated based on the length of his or her paid employment status during the Calendar year.

Except as specified in Section X D., when an employee is separated or resigns and his/her employment is terminated for any reason whatsoever, his/her lump-sum payment for paid time off leave shall be equal to the product of (1) all accrued and unused paid time off at the time he/she is separated or resigns multiplied by (2) the employee's hourly rate of pay at the date of termination.

Accrued, unused PTO time will be paid to a non-probationary employee upon his/her separation from the Kennedy Center.

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E. Employees may schedule PTO any time during the year by submitting their requests to the Director of Auxiliary Services or the Manager according to the following schedule:

- Leave requests during the months of October, November and December must be submitted by September 1<sup>st</sup>.
- Leave requests during the months of January, February, and March must be submitted by December 1<sup>st</sup>.
- Leave requests during the months of April, May and June must be submitted by March 1<sup>st</sup>.
- Leave requests during the months of July, August and September must be submitted by June 1<sup>st</sup>.

Conflicts among bargaining unit employee leave requests will be resolved through the use of seniority. The Kennedy Center maintains the exclusive right to grant or deny paid time off requests subject to staffing requirements and operational demands. Leave requests shall not be unreasonably denied. The Employer agrees to notify employees of PTO approval no later than September 8, December 8, March 8 and June 8, for the respective quarter in which it is requested.

If an employee does not schedule PTO as per the above procedure, he/she may use PTO days by requesting PTO at least one week in advance, except in cases of sickness, emergency or when such advance notice is not possible. The Employer may deny such requests made in advance for legitimate business reasons. Employees may not use their seniority to bump a less senior employee whose PTO was approved through the PTO request process.

Employees shall not be required to bring a doctor's note or certificate to use PTO days for illnesses of less than 3 days.

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F. The parties agree that the PTO program shall be effective January 1, 2005. Up to ten (10) unused annual leave days shall be paid out to employees in the first payroll subsequent to ratification of this Agreement. Employees who receive such payout may use up to the same number of days paid out as PTO days without pay (because they will have already received payment) prior to March 31, 2005, subject to PTO scheduling procedures set forth in this Article.

**XI. SHORT TERM DISABILITY:**

Employees who have an extended illness should use PTO for the first 3 days, if available, otherwise such 3 days will be unpaid. If an employee is absent from work due to his/her own illness for more than three (3) consecutive days, he shall be entitled to short term disability benefits unless the absence is due to an illness or injury that is compensable by workers compensation. The amount and duration of the employee's benefit shall be in accordance with the following schedule. The employer shall be permitted to require employees to provide a doctor's note and complete the Family Medical Leave forms when requesting short term Disability.

<u>Years of Service</u>	<u>Employee will be eligible for the % of Compensation indicated for the # of weeks</u>	
	<u>100% of pay</u>	<u>50% of pay</u>
Less than 1 year	2 weeks, then	0 weeks
1 to less than 2 years	2 weeks, then	1 week
2 to less than 3 years	2 weeks, then	2 weeks
3 to less than 5 years	3 weeks, then	3 weeks
5 to less than 10 years	6 weeks, then	20 weeks
10 or more years	8 weeks, then	18 weeks

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**XII. HEALTH AND WELFARE:**

A. All full-time employees as defined in Article III G. will be entitled to the benefits listed in this Article. Benefits will become effective the first of the month after the month in which the employee begins working for the Kennedy Center. Temporary employees, as defined in Article III., G of this Agreement will not be eligible for health benefits, however, should a full-time temporary employee continue to work past the 90 day period, he will be eligible for health benefits the first of the month after the month in which the employee completes 90 days of temporary employment.

B. Eligible employees may participate in the Kennedy Center health insurance plans at their individual election, when they first enroll or during the annual open enrollment periods. Changes in election must be made during open enrollment.

The Kennedy Center will offer to full-time bargaining unit employees the same health plans that are offered to the Center's administrative employees, pursuant to the plans terms and conditions at costs no less favorable to the employees than those required of the administrative employees, but in no event to exceed the following:

**HMO Plan:**

Individual Employee Coverage:	Effective January 1, 2014, 5% of the cost of the premium, up to \$30.00 maximum per month
	Effective January 1, 2015, 5% of the cost of the premium, up to \$40.00 maximum per month
	Effective January 1, 2016, 7% of the cost of the premium, up to \$50.00 maximum per month
Self Plus One Coverage:	Effective January 1, 2014: 27% of the differential between the



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individual premium and the self plus one premium

Effective January 1, 2015: 30% of the differential between the individual premium and the self plus one premium

Effective January 1, 2016: 33% of the differential between the individual premium and the self plus one premium

**Family Coverage:**

Effective January 1, 2014: 27% of the differential between the individual premium and the family premium

Effective January 1, 2015: 30% of the differential between the individual premium and the family premium

Effective January 1, 2016 : 33% of the differential between the individual premium and the family premium

**Premium Plan:**

**Individual Employee Coverage:**

Effective January 1, 2014: 7% of the cost of the premium, up to \$40.00 maximum per month

Effective January 1, 2015:, 10% of the cost of the premium, up to \$60.00 maximum per month

Effective January 1, 2016: 13% of the cost of the premium, up to \$75.00 maximum per month

**Self Plus One Coverage:**

Effective January 1, 2014: 27% of the differential between the individual premium and the self plus one premium

Effective January 1, 2015: 30% of the differential between the

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individual premium and the self plus one premium

Effective January 1, 2016: 33% of the differential between the individual premium and the self plus one premium

Family Coverage:

Effective January 1, 2014: 27% of the differential between the individual premium and the family premium

Effective January 1, 2015: 30% of the differential between the individual premium and the family premium

Effective January 1, 2016: 33% of the differential between the individual premium and the family premium

C. Dental Insurance: The Employer shall offer to employees the option of participating in the same dental plan offered to the Kennedy Center administrative employees at no cost for individual coverage and at a cost of 25% of the differential between the individual premium and the family premium for family coverage.

D. Vision Insurance: The Employer shall offer to full time bargaining unit employees the option of participating in the same vision plan offered to the Kennedy Center administrative employees, pursuant to the Plan's terms and conditions at cost no less favorable to the employees than those required of the administrative employees.

E. Life Insurance and AD&D: Employees will be provided with basic life insurance at no cost to the employee, equal to one times his annual salary rounded to the next higher \$1000.00, if the salary is not already an even multiple of \$1,000. The minimum benefit shall be \$10,000 and the maximum shall be \$250,000.

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F. Long Term Disability: The Kennedy Center will provide employees with long term disability coverage at no cost to the employee for any non-work related illness or injury that lasts longer than 180 days. The monthly benefit is equal to 60% of the employee's salary with a minimum of \$100.00.

Maximum Benefit Period	
<u>Age at Disability</u>	<u>Maximum Benefits Period</u>
Less than age 60	To age 65, but not less than 60 months
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

G. The Union expressly recognizes the Employer's right to change carriers for the Kennedy Center life insurance, accidental death and dismemberment, and long term disability, in its sole discretion, without Union consent or approval.

**XIII. FAMILY AND MEDICAL LEAVE:**

The Employer will comply with the Federal Family Medical Leave Act.

**XIV. MILITARY LEAVE:**

The Employer will comply with applicable law pertaining to United States military leave. All employees who are called for active duty with a Reserve or National Guard unit may take unpaid military leave to fulfill that duty consistent with the Employer's policy as set forth in the Kennedy Center Personnel Policies and Procedures Manual and applicable law.

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An employee on military leave shall continue to accrue seniority during such leave.

Where consistent with applicable law, he shall be reinstated to his former or equivalent job after military leave, provided that such right has not been eliminated through the lay off procedure in this Agreement. An employee who takes military leave must notify his supervisor in accordance with requirements of applicable laws.

### **XV. JURY DUTY:**

Full-time employees who have completed their probationary period with the Employer and are called for jury duty during their regularly scheduled hours of work will be granted paid jury leave. In order to obtain paid jury leave, an employee called for jury duty must provide the Employer with a copy of the summons to jury duty. An employee's seniority, rate of pay, job assignment and other conditions of employment shall not be adversely affected as a result of leave for jury duty. For employees who must report for jury duty during the hours that they are normally scheduled to work, the Employer shall pay the employee the difference between his regular pay from the Employer and any jury pay he receives.

### **XVI. LEAVE OF ABSENCE WITHOUT PAY**

An employee shall be permitted Leave Without Pay after completing two years of continuous employment, and only with the prior consent of the Director of Auxiliary Services or in his absence his authorized Kennedy Center designee. An employee will be granted consent for Leave Without Pay only when the Kennedy Center is able to properly staff the operation during the employee's absence and the administrative inconveniences and cost will not be burdensome as determined by the Kennedy Center. Employees must request Leave Without Pay at least thirty (30) days prior to the requested date of commencement of such Leave. The maximum Leave Without Pay granted shall not exceed forty-five (45) calendar days within a

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24-month period. One Leave of Absence With Pay will be provided for within a 24 month period.

At the time of requesting the leave, the employee must specify the date on which he/she shall return to work. If the employee fails to return to work by the date specified, the Kennedy Center shall not be obligated to reinstate the employee.

Employees on leave-without-pay status pursuant to this Article shall not receive remuneration of any kind during the leave. If an employee does receive remuneration during the leave, the Kennedy Center shall not be obligated to reinstate the employee.

The Kennedy Center will make reasonable efforts to hold the employee's position during an approved period of Leave Without Pay. Full time employees will continue to accrue seniority during such leave and be entitled to reinstatement to his/her former position upon return from such leave, unless the position has been eliminated or the employee has been laid off pursuant to this agreement. Part time employees will accrue seniority during such leave, however, because of staffing patterns or difficulties in securing qualified, temporary employees, the Kennedy Center may determine not to make available the same schedule or position upon the employee's return to work from leave without pay status. In the event that there is no vacancy in the part-time employee's job classification, the returning employee may chose to take the schedule of the least senior part-time employee in the same job classification.

Employees on leave without pay status shall not be entitled to payment for holidays, to accrue Paid Time Off or Short-Term Disability. Prior to the commencement of their leave, employees are required to pay the employee portion of the premium for all health, dental and vision benefits.

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**XVII. SENIORITY:**

A. Employer seniority shall be defined as the length of time from an employee's date of hire with the Employer or a former contractor of the Employer for the parking garage and shuttle bus service.

B. When a schedule of shifts becomes available in a particular classification, the Employer shall offer the shift on a voluntary basis to the employees in the affected classification, in seniority order.

C. The Employer shall provide the Union with an up-to-date seniority list upon request of the Union.

D. An employee shall lose his seniority if he voluntarily quits, resigns, is terminated for just cause, or is on layoff for more than eight (8) months.

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### **XVIII. LAYOFF AND RECALL**

A. Should a layoff become necessary due to slackness of business, the Employer shall use the following procedure. The Employer shall first lay off probationary employees. Should additional layoffs still be necessary, then the Employer shall lay off part-time employees in reverse employer seniority order working in the affected classification, that is the part time employee(s) with the least employer seniority within the affected classification shall be laid off before any other part-time employee(s). Should additional layoffs still be necessary, then the Employer may lay off full-time employees in reverse employer seniority order working in the affected classification, that is the full time employee(s) with the least employer seniority within the affected classification shall be laid off before any other full time employee.

B. Employees shall be given no less than ten (10) calendar days notice prior to being laid off.

C. Employees shall be recalled to work to their prior job classification in order of Employer seniority within the affected classification, first among full-time employees, then among part-time employees, provided, however, that any employee so recalled must report for work within seven (7) calendar days after the sending of notification, by mail or telegram, addressed to the employee at his last known address, by the Employer. The Employer agrees to ask for the employee's address, telephone number and cellular telephone number, if available, at the time of layoff. The Employer shall not be held responsible for any subsequent change in the employee's address unless notified by the employee. An employee's failure to report within the seven (7) calendar days of notification of recall as required may result in forfeiture of his employment and removal from the recall list except where the employee's failure to report is due to an FMLA qualifying event.

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Employees are not guaranteed a return to the schedule worked prior to layoff. An employee's refusal to work the schedule assigned upon recall may result in his forfeiture of his employment and removal from the recall list, unless the recall is to a schedule that is less hours per week than the employee's schedule prior to the layoff in which case the employee may elect to remain on the recall list.

D. The Employer may deviate from the above procedure if and only if following the procedure in the case of a particular employee would result in a shift being worked by an employee who is not qualified to perform the work.

### **XIX. DISCHARGE AND DISCIPLINE:**

A. No employee shall be discharged, suspended, or otherwise disciplined without just cause.

B. All disciplinary notices shall be issued to employees in writing on the standard Employer form, including attachments as needed, attached as Exhibit C. Such written notification shall be clear and legible. All disciplinary notices will be issued to employees within seven (7) calendar days of the incident/occurrence that gave rise to the discipline or when the Employer could reasonably have known of the incident/occurrence except such time limits will not be required in the case of an on-going investigation involving more than one employee.

All disciplinary notices issued to an employee that are twelve (12) months old or more shall not be used to support further discipline or any other adverse action against the employee unless the discipline is for violation of the Employer's drug and alcohol policy, harassment of or violence against another employee, patron of the Kennedy Center, or any other individual encountered while the employee is on duty and/or on Kennedy Center property.



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C. The Employer shall be permitted to establish from time to time reasonable work rules, policies, or standards of conduct, not inconsistent with the terms of the Agreement. Such new rules, policies and/or standards shall be provided to the Union in writing no less than two (2) weeks before they are implemented so that the Union may have an opportunity to negotiate with the Employer and/or comment on the proposed rules and/or standards.

D. No employee shall be discharged, suspended, or otherwise disciplined for Union activities.

### **XX. JOB OPENINGS:**

A. The Employer agrees to post notices for job openings at the Kennedy Center in the Parking employee break room.

B. Employees shall have no less than seven (7) calendar days from the date of the job posting to apply for the transfer or promotion.

C. It is understood and agreed that in cases of promotion and transfer to openings in the bargaining unit for which the Employer is required to post notices pursuant to the Job Openings Article of this Agreement, the Employer shall offer the position to the most senior bargaining unit employee who applies for the position, provided the employee is qualified. The Employer shall determine, in its sole discretion, which of the bidding employees are qualified for the position(s) based on the stated requirements for the position. The Employer shall not engage in favoritism or nepotism in the awarding of transfers or promotions.

## **COLLECTIVE BARGAINING AGREEMENT**

### **XXI. GRIEVANCE AND ARBITRATION:**

A. All timely grievances arising between the Union and the Employer and/or the employees and the Employer, unless otherwise stipulated herein, involving questions of interpretation, or application of any clause in this Agreement, or in any acts, conduct or relations between the Union and the Employer or the Employer and the employees, directly or indirectly, which arise out of this contract, except as limited by applicable statute or regulation, shall be resolved by utilization of the following method:

STEP ONE: The grievant or Union Committee person shall notify the supervisor in writing of the grievance or complaint within ten (10) calendar days from the date that the grievance occurred or of his knowledge of the grievance. The Employer shall meet with the grievant and/or committee person within five (5) calendar days after receiving the grievance. The Employer shall respond in writing to the grievance within five (5) calendar days of the first step meeting.

STEP TWO: Should the grievance or complaint not be resolved in Step One, the Union or the grievant shall provide written notification to the Vice President of Human Resources. Such written notification shall be given within five (5) calendar days of the Union's receipt of the Employer response to the Step One meeting. The Vice President of Human Resources (or his/her designee) and the Auxiliary Services Department Head (or his/her designee) and a representative of the Union shall meet within five (5) calendar days of such notification. The Employer shall respond in writing to the grievance within ten (10) calendar days of the Step Two meeting.

## **COLLECTIVE BARGAINING AGREEMENT**

STEP THREE: Should the dispute not be settled at Step Two, it may be submitted to arbitration by either party within thirty (30) calendar days of the Union's receipt of the Employer response to the Step Two meeting, by notifying the other party and requesting the FMCS to provide the parties with a panel of seven (7) arbitrators. The Employer and the Union shall alternate striking names from the panel in order to select the arbitrator. Selection of the arbitrator shall be completed within seven (7) calendar days of the parties' receipt of the panel. The arbitration shall be heard at the selected arbitrators first mutually agreeable available dates. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employee. In making his decision, the arbitrator shall not have the right to alter, amend, add to or subtract from, or otherwise change the terms and conditions of this Agreement.

The fee for services charged by the arbitrator and expenses of the arbitration, including but not limited to the room for the hearing, shall be borne equally by the Union and the Employer. The cost of preparation for the arbitration will be borne by each party respectively.

B. The parties agree to use the form attached as Exhibit B to this agreement or any other mutually agreed upon form for the purpose of filing first step grievances.

C. The parties recognize that an employee may file first and second step grievances on his/her own. However, it is understood and agreed that the Union and the Employer are the only parties who have the right to request the aforesaid arbitration.

D. Pursuant to 5 U.S.C. 7114(a), employees' representation at the grievance and arbitration process is limited to representation by the Union.

E. In order to ensure the prompt settlement of grievances, the parties shall make a good faith effort to meet all time limits in the grievance and arbitration procedure. Failure by the

## **COLLECTIVE BARGAINING AGREEMENT**

Employer to meet time limits shall permit the Union and/or employee to advance the grievance to the next step. Failure by the Union and/or employee to meet time limits shall release the Employer from the obligation to submit to the Grievance and Arbitration procedure for that particular case. A written settlement agreement reached between the Employer and the Union in any step shall terminate the grievance and shall be final and binding on the parties. Time limits may be extended by mutual agreement of the parties.

F. The grievance and arbitration procedure will be the only procedure available to bargaining unit employees for the processing and disposition of grievances, except when the employee has a statutory right to choose between this procedure or a statutory appeal procedure such as claims for discrimination as outlined in the Kennedy Center Personnel Policies and Procedures Manual. In those matters where the statutory choice exists, the employee exercises that choice for the grievance procedure when the grievance is submitted in writing to the designated management official or the applicable statutory appeal procedure when submitting in writing to the appropriate official.

G. In cases where a shopper's report leads to discipline or discharge and such discipline or discharge is challenged as per the grievance procedure, the Employer shall give copies of the shopper's report to the Union, upon request. The Kennedy Center shall provide the Union with the opportunity to interview the shopper by telephone in the grievance meeting with the understanding that the shopper shall remain anonymous, that a designated representative of the Kennedy Center is present during any interview, and any cost associated with the interview shall be shared equally between the Kennedy Center and the Union. The Kennedy Center shall provide the Union written proof of such cost. In cases where the Employer has engaged in

## **COLLECTIVE BARGAINING AGREEMENT**

surveillance and the employee is disciplined or discharged, the Employer shall permit the Union, upon request, to review the film or other physical product of the surveillance.

### **XXII. DRUG AND ALCOHOL TESTING:**

The Kennedy Center shall be permitted to establish and maintain a reasonable drug and alcohol testing policy for "Shuttle Bus Drivers" who, because of the scope of their duties at the Kennedy Center, are required under applicable law to obtain and maintain a commercial driver's license ("CDL"). The Employer's policy may require said employees to 1) undergo a drug screening test as part of the hiring process; and 2) once hired to be tested periodically on a random selection basis.

For employees who are not required to obtain and maintain a CDL license, the Kennedy Center shall be permitted to establish and maintain a work rule that prohibits employees from reporting to work, or performing their duties under the influence of alcohol or after having ingested illegal drugs. The Employer shall be permitted to require an employee to submit to a drug and/or alcohol test if and only if, the employee's behavior indicates that he is under the influence of alcohol or illegal drugs.

The cost of all testing and transportation to and from the worksite to undergo testing shall be borne by the Employer. All tests shall be in compliance with Department of Transportation guidelines.

### **XXIII. SYSTEMS CHANGES**

The parties agree that at such time as the Center requests, the parties will negotiate in good faith regarding the impact of the implementation of electronic, digital, or other such parking systems on the terms and conditions of bargaining unit employees.

**COLLECTIVE BARGAINING AGREEMENT**

**XXIV. VOLUNTARY WITHHOLDING OF UNION DUES:**

A. The Kennedy Center will deduct Union dues from the pay of any and all bargaining unit employees from whom the Kennedy Center receives a written assignment which authorizes the Kennedy Center to deduct such dues from their pay.

B. The parties agree that an assignment authorizing dues deduction will be submitted through Standard Form 1187, which once completed by an employee and the Union shall be submitted to the Human Resources Department at the Kennedy Center for processing.

C. The amount of the Union dues and any changes in such amounts shall be communicated to the Director of Human Resources in writing by the Union.

**D. Union Dues Check Off**

The Kennedy Center agrees to deduct the dues on a bi-monthly basis from the employees' pay. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including membership dues, together with a list of employees for whom such deductions have been made and a list of all employees. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which the deductions are made.

Each Month, where there is information to report, the Employer will provide the additional information below:

Previous month's hires showing name, employee id number, date of hire, hourly wage, number of hours worked, department, and job classification; and previous month's terminations, including name and date of termination.

## **COLLECTIVE BARGAINING AGREEMENT**

### **E. Voluntary Political Deduction**

The Center shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Center's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. No deductions shall be made which are prohibited by applicable law. The union agrees to indemnify and hold harmless the Center from and against any claims, demands, suits, grievances or other liability which may arise because of such deductions and transmittal. The Center shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

**F. Dues deduction shall continue until an employee is 1) no longer a member of the recognized bargaining unit; or 2) he/she has properly revoked his/her membership; or 3) the Kennedy Center receives written notification from the Union that he has been suspended or expelled from membership by the Union.**

**G. A member may revoke his dues withholding by submitting to the Vice President of Human Resources of the Kennedy Center a completed and signed Standard Form No. 1188**

## **COLLECTIVE BARGAINING AGREEMENT**

with a copy to the Union within the proper time period. The effective date of such revocation will be not less than a full year after initial membership in the Union and thereafter only on the anniversary date of the authorization, during the ten day period preceding the anniversary date. If written notification of revocation is not made during the period, then the dues withholding will remain in force for an additional year commencing with the anniversary date.

H. The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of, any action taken or not taken by the Employer under this Article of this Agreement, which is outside the Employer's obligations under 5 U.S.C. 7115.

### **XXV. SHOP COMMITTEE AND OFFICIAL TIME:**

A. The Employer agrees to recognize up to a total of three (3) shop stewards and union committee members that are designated by the Union. Should the bargaining unit increase to forty-five or more employees, then the Employer shall recognize up to a total of four (4) shop stewards and union committee members that are designated by the Union. The Union agrees to furnish the Employer and to keep current the names of all designated representatives.

B. The Union and the Kennedy Center agree that designated bargaining unit employee representatives will be provided a reasonable amount of official time at his/her regular rate of pay in order to participate in labor relations matters regarding the Kennedy Center, such as participating in grievance meetings, attending contract negotiations, and other functions covered by 5 U.S.C. §7131. Official duty time and travel expenses shall not be allowed for internal Union business.



## **COLLECTIVE BARGAINING AGREEMENT**

C. In order to take official time, the parties agree that a bargaining unit employee shall request permission from his/her immediate supervisor as soon as the need for the official time is known. Permission will be granted for a reasonable amount of official time unless compelling reasons require the presence of the employee at Kennedy Center tasks which he/she is then performing. If permission is denied, the supervisor refusing such permission will give the reasons for refusal, in writing, upon request to the employee who was so denied. Further, the supervisor will work with the employee to schedule the official leave for a mutually agreeable time. The employee will return to work immediately upon conclusion of official time under this Article unless otherwise agreed by the parties.

D. The Employer agrees to cooperate with the Union to allow bargaining unit employees unpaid time off from work to participate in Union activities. The parties agree that such unpaid leave shall not exceed a total of twenty-five (25) days in a contract year. The Employer and the Union shall work together to arrive at mutually agreeable dates for the leave days. Employees on unpaid Union leave shall continue to accrue seniority during such leave and shall be reinstated to their former work shift upon return.

### **XXVI. EQUAL EMPLOYMENT OPPORTUNITY:**

A. The Employer agrees to provide equal employment opportunities, including promotions to all qualified workers, irrespective of race, color, creed, religion, sex, age, national origin, pregnancy, age, ancestry, veteran status or service in the Armed Forces, union activity, affectional or sexual orientation, or disability or other protected classification under federal and/or District of Columbia law. The Employer shall comply with all of the provisions of the Civil Rights Act of 1964, as it may from time to time be amended.

## **COLLECTIVE BARGAINING AGREEMENT**

B. Wherever the masculine gender is used in this Agreement, it shall also include the feminine gender, and vice versa.

### **XXVII. EDUCATION FUND:**

The Employer shall contribute \$6.00 per month for each bargaining unit employee who works during the month, beginning with the first month of employment, to the Washington Baltimore HERE Taft-Hartley Fund for the education benefit.

### **XXVIII. RETIREMENT PLAN:**

Full time employees may participate in the Kennedy Center 403(b) retirement plan, pursuant to the terms and conditions of the plan. Employees may enroll in the plan and begin making pre-tax and post-tax contributions up to the legal maximums through payroll deductions after three (3) months of employment. Upon completion of one year of service (even if the employee does not contribute to the plan), the Kennedy Center will provide a contribution on behalf of employees equal to 3% of their gross pay, subject to statutory maximums and provided that the employee opens an account under the plan. In addition, upon completion of one year of service, the Kennedy Center will "match" all employee contributions of up to 3% of gross pay at 100% and will match an additional 2% of employee contributions at the rate of 50% for a total maximum Employer match of 4%. Employer contributions and matches will be made on a bi-weekly basis and are 100% vested at the time of the contribution. Such contributions and deductions shall appear on the employee's payroll statement or check.

The Union expressly recognizes the Employer's right to alter or modify the terms of the 403(b) plan, including the change in investment options and investment managers in its sole discretion without Union consent or approval. The Employer will provide the Union with advance notice of any such alteration, modification or change. The Employer has the sole and

## **COLLECTIVE BARGAINING AGREEMENT**

exclusive responsibility for selecting the plan and determining the level of benefits. The Employer will not change the amount of its contribution on behalf of each employee during the term of this Agreement.

### **XXIX. MANAGEMENT RIGHTS:**

The Employer retains all management rights, as set forth in 5 U.S.C. 7106 and as may be amended.

In addition, except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the rights, privileges, responsibility and authority that the Employer had prior to the signing of this Agreement, and these rights, privileges, responsibilities and authority shall remain with management. However, this provision is in no way intended to abrogate the right of the Union or the Employer to request bargaining over an issue that is a subject of bargaining under 5 U.S.C. 7101 et seq.

The Employer's failure to exercise any rights, privileges, function or responsibility or authority hereby reserved to it, or its exercising any rights, privileges, function or responsibility or authority in a particular way, shall not be deemed a waiver of its responsibility to exercise such rights, privileges, function or responsibility or authority, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

### **XXX. NO INDIVIDUAL AGREEMENT:**

There shall be no individual agreements between the Employer and any employee that conflicts with the terms and conditions of this Agreement.

## **COLLECTIVE BARGAINING AGREEMENT**

### **XXXI. SAVINGS CLAUSE:**

A. If any part or parts of this Agreement are held by a court of competent jurisdiction to conflict with applicable law, then such part(s) of this Agreement shall be voided. This will not affect any other portion of this Agreement, which shall remain in full force and effect.

B. Nothing in this Agreement is intended to violate any requirement under any existing federal or state statute.

### **XXXII. NO STRIKES / NO LOCKOUTS:**

A. The parties agree to comply with the law with regard to strikes, picketing and slowdowns or cessations of work by bargaining unit employees.

B. During the term of this agreement the Union agrees not to call any strikes, picketing, slowdowns, sick-outs, cessations of work or work stoppages.

C. During the term of this Agreement there shall be no lock-outs by the Kennedy Center of its employees covered by this Agreement.

### **XXXIII. UNION VISITATION AND NOTICES:**

A. Non-employee designated representatives of the Union shall be permitted to visit the Employer's premises at reasonable times for the purpose of administering this Agreement and to inform employees of Union events. Such visits, however, shall not be made at such times or in such manner as shall interfere with the proper management and operation of the Kennedy Center. Employees must receive permission to meet with a Union representative during work time.

## **COLLECTIVE BARGAINING AGREEMENT**

Non-employee Union representative will be authorized one parking permit for conducting official union business. The Union representative using the permit agrees to comply with all parking regulations of the Employer.

B. The Employer agrees to provide one (1) designated, lockable bulletin board located in the employee break room for posting official, signed Union notices. The Employer shall provide the Union designated representative with the only key to the bulletin board. The bulletin board shall be at least 3' x 2' in size. Such notices shall not contain any derogatory or inflammatory language against the Employer or anything which is discriminatory or otherwise unlawful.

C. All employees shall be permitted, while on duty, to wear one (1) official Union button evidencing Union membership. Such buttons shall not exceed one and one-half (1 1/2) inch in diameter, and shall not contain any derogatory or inflammatory language against the Employer or anything which is discriminatory or otherwise unlawful.

D. Such visits shall not be used for the purpose of union organizing of non-bargaining unit employees.

### **XXXIV MODIFICATION OF AGREEMENT:**

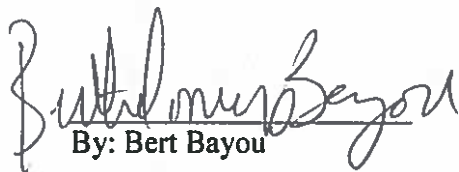
The Employer and the Union cannot modify or waive any of the provisions of this Agreement without express written mutual consent.

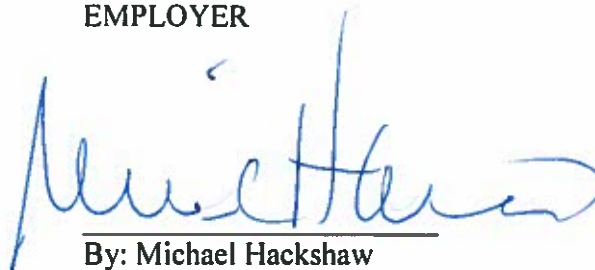
**COLLECTIVE BARGAINING AGREEMENT**

IN WITNESS WHEREOF, The John F. Kennedy Center for the Performing Arts has caused this Agreement to be executed on its behalf by Michael Hackshaw and UNITE HERE, Local 23, AFL-CIO has caused this Agreement to be executed on its behalf by Bert Bayou.

UNITE HERE

EMPLOYER

  
By: Bert Bayou

  
By: Michael Hackshaw

**COLLECTIVE BARGAINING AGREEMENT**

**SIDE LETTER**

In addition to the articles and provisions in the Collective Bargaining Agreement ("Agreement") agreed to by UNITE HERE Local 23, AFL-CIO and The Kennedy Center for the Performing Arts, the parties agree to the following:

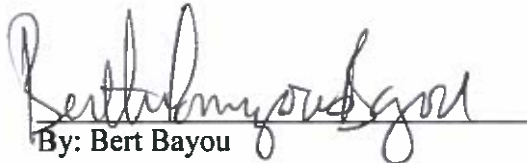
Upon the conversion to the Paid Time Off program in Article X of the Agreement, three (3) employees had more than the maximum number of PTO days provided by the Agreement available to them (including vacation, sick and personal days). The parties hereby agree that the three (3) employees are "red-circled" and will accrue paid time off days as indicated below, with no further increases in PTO:

Lai Huynh - 33 days  
Lien Nguyen - 33 days  
Ronnell Williams - 38 days

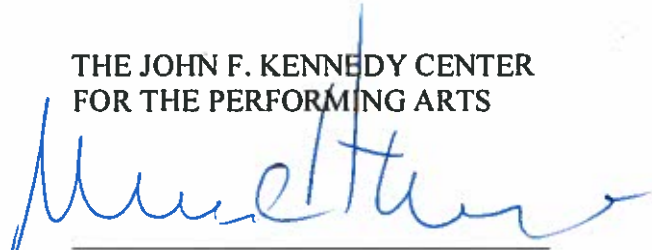
Use and administration of such PTO days will be in accordance with Article X of the agreement.

IN WITNESS WHEREOF, The John F. Kennedy Center for the Performing Arts has caused this Side Letter to be executed on its behalf by Michael Hackshaw and UNITE HERE, Local 23, AFL-CIO has caused this Agreement to be executed on its behalf by William Aragon and Bert Bayou.

UNITE HERE, LOCAL 23, AFL-CIO

  
By: Bert Bayou

THE JOHN F. KENNEDY CENTER  
FOR THE PERFORMING ARTS

  
By: Michael Hackshaw

**COLLECTIVE BARGAINING AGREEMENT**

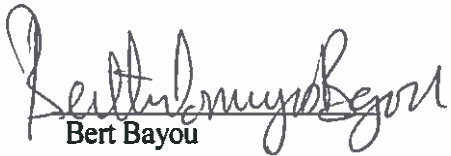
**SIDE LETTER #2**

In addition to the articles and provisions in the Collective Bargaining Agreement ("Agreement") agreed to by UNITE HERE, Local 23, AFL-CIO and The John F. Kennedy Center for the Performing Arts, the parties agree to the following:

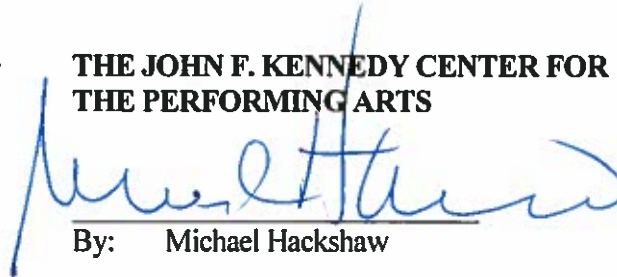
The Center agrees that it will undertake the reformatting of its paystubs so that the paystubs of full-time bargaining unit employees will display the amount of paid time off ("PTO") the employee may accrue during a calendar year accordance with Article X. Such amounts will be reduced as PTO is used and as accrual eligibility changes (e.g., including but not limited to as a result of leave without pay). It is the intent of the Center to implement the reformatting by or about April 1, 2014.

IN WITNESS WHEREOF, The John F. Kennedy Center for the Performing Arts has caused this Side Letter to be executed on its behalf by Michael Hackshaw and UNITE HERE, Local 23, AFL-CIO has caused this Agreement to be executed on its behalf by Bert Bayou.

**UNITE HERE, Local 23, AFL-CIO**

  
Bert Bayou

**THE JOHN F. KENNEDY CENTER FOR  
THE PERFORMING ARTS**

  
By: Michael Hackshaw



**COLLECTIVE BARGAINING AGREEMENT**

**[Insert Exhibit A - Copy of FLRA Certification]**

**COLLECTIVE BARGAINING AGREEMENT**

**EXHIBIT B**

**Step One Grievance Form**

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Job Classification \_\_\_\_\_

Person filing grievance: \_\_\_\_\_ Phone \_\_\_\_\_

**Issue: Please mark the appropriate box or identify the issue or complaint below.**

**Just Cause**

- Write-Up date \_\_\_\_\_
- Suspension date \_\_\_\_\_
- Termination date \_\_\_\_\_
- Other \_\_\_\_\_

**Improper Pay**

- Not paid correct rate date \_\_\_\_\_
- Not paid for all hours worked date(s) \_\_\_\_\_
- Not paid for Overtime date \_\_\_\_\_
- Other \_\_\_\_\_

**Scheduling**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Benefits**

- Enrollment
- Deductions
- Vacation
- Other \_\_\_\_\_

**Other Issue**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Auxiliary Department Director's or Manager's Signature Acknowledging Receipt:**

\_\_\_\_\_ Date \_\_\_\_\_

**Signature of person filing grievance** \_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT**

**[Insert Exhibit C - Discipline Form]**

**COLLECTIVE BARGAINING AGREEMENT**

**[Insert Exhibit D –  
Auxilliary Services Timecard Procedures]**