

Union Collective Bargaining Agreement Resolution Worksheet

Date: May 20, 2020

Suggested Motion:

“I move to approve the Union Collective Bargaining Agreement effective June 1, 2020 through May 31, 2025.

2nd:

Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dan Courtney				
Susan Cox				
Maria Wildes				
James Konkel				
Kathy Schramek				
Nicholas Soto				
Robin Woods				
Nathan Davis				

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VIRGINIA/NORTH CAROLINA LABORERS' DISTRICT COUNSEL
ON BEHALF OF PUBLIC SERVICE EMPLOYEES LOCAL 572, LABORER'S
INTERNATIONAL UNION OF NORTH AMERICA, AFL/CIO

AND

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

EFFECTIVE: June 1, 2020
EXPIRATION: May 31, 2025

THIS AGREEMENT, effective June 1, 2020 through May 31, 2025, by and between Parkfairfax Condominium Unit Owners Association (hereafter referred to as the “Employer”) and Virginia/North Carolina Laborers’ District Council, on behalf of Public Service Employees Local Union 572, Laborer’s International Union of North America AFL-CIO (hereafter referred to as “Union”).

ARTICLE 1 UNION RECOGNITION

The Employer recognizes the Union as the sole Collective Bargaining Agent for all full-time and regular part-time janitorial, maintenance and service employees employed by the Employer (“Employees”), but excluding the administrative assistant, secretary, receptionist, full-time covenants person, service coordinators, storeroom workers, after-hours emergency responders, and supervisors (General Manager, Maintenance Director and Assistance Maintenance Director, USP Director, Assistant General Manager, and Landscape Director), and excluding all other employees in accordance with the National Labor Relations Act, as amended. During the term of this Agreement, every Employee shall retain the freedom to elect whether or not to become or remain a member of the Union.

ARTICLE 2 WAGES

SECTION 2.1. Upon the effective date of this Agreement, the Employer shall pay the rates as follows per hour of work for new employees.

Carpenters

Lead Carpenter	\$20.53
Carpenter	\$14.74

Painters

Lead Painter	\$19.32
Painter	\$14.74

Plumbers

Lead Plumber	\$21.69
Plumber	\$14.74

Cleaners

Lead Cleaners	\$14.74
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Landscapers

Lead Landscaper	\$15.67
Landscaper	\$14.74

Exterior Crew

Lead Exterior Crewman	\$18.10
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Exterior Crewman	\$14.74
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SECTION 2.2. The Employer retains the right to designate an Employee to fill in a different category of employment as needed. In the event an Employee is directed by the Employer to work in a different category for seven calendar days or longer, the designated Employee shall be paid at the wage rate for the designated category. Payment shall not be retroactive to the first seven days of the designation.

SECTION 2.3. Effective June 1, 2020 and on each June 1 through the expiration date, all current lead Employees shall receive a 2% increase in their base hourly wage rates (cleaning crew employees not considered lead employees). Effective June 1, 2020 and on each June 1 through the expiration date, all current non-lead Employees (including cleaning crew employees) shall receive increases equal to 3% of their base hourly wage rates.

SECTION 2.4. The Employer reserves the right to give any Employee additional compensation for good performance or otherwise at its discretion.

SECTION 2.5. The Employer will designate the minimum number of positions. The minimum number of positions may be changed from time to time by the Employer. The Employer agrees that prior to changing the number of bargaining unit positions during the term of this Agreement, it will meet with the Union to negotiate the effect of these changes. The Employer may maintain appropriate job descriptions, which are consistent with the terms of this Agreement. The Employer agrees that prior to reducing the minimum number of employees during the term of this Agreement, it will meet with the Union to negotiate over the effect of the reduction in the minimum number of employees.

ARTICLE 3 CATEGORIES OF EMPLOYMENT

SECTION 3.1. Full-time employee- A full-time Employee is considered full-time if the employee's regular schedule consists of at least 40 hours a week and the Employee is not offered work on an as-needed basis.

SECTION 3.2. Part-time employee- Anyone other than a full-time employee not offered work on an as-needed basis, including, but not limited to a person regularly employed to work for fewer than 40 hours a week or a person who may work 40 hours or more in some weeks but is not normally scheduled or required to work every week. Part-time Employees shall be covered by this Agreement.

SECTION 3.3. Seasonal- Seasonal employees are offered work on an as-needed basis, typically during the winter months. Seasonal employees shall be covered by this Agreement and entitled to the wage rates listed in Section 2.1 above but no other economic benefits. Seasonal employees shall be paid at the exterior crewman rate.

ARTICLE 4 HOURS AND OVERTIME

SECTION 4.1. The typical workweek for all full-time Employees covered by this Agreement shall consist of no more than forty hours to be divided into five consecutive days. The regular hours of work for all Employees shall not exceed 8 hours a day, 40 hours a week. All hours worked in excess of 40 hours in any regular work week shall be paid at the rate of one and one half times the regular hourly rate. The Employer reserves the right to give any Employee overtime compensation for any hours over 8 hours worked in a day. All overtime work must be approved in advance by the Employer. The Employer's workweek runs Monday through Sunday.

SECTION 4.2. Regular work hours generally will be 7:00AM – 3:30 PM, with either a one hour unpaid lunch or two, 15-minute breaks and a one half hour unpaid lunch. If the USP Technician is not at work, a plumber will be directed by Management to fill in for him/her and will work from 8:00 AM to 4:30 PM. Painters may also be directed by Management to work from 8:00 AM to 5:00 PM in lieu of 7:00AM to 3:30PM.

SECTION 4.3. Employees reporting to work on Saturdays or Sundays at the request of the Employer shall be guaranteed a minimum of four hours of pay, except for any Employee who lives on the Employer's premises.

SECTION 4.4. The Employer may offer association-provided units to eligible Employees to live on-site at Parkfairfax. If association-provided units are offered to Employees to live on site, Employees will pay the monthly amounts outlined below to live in those units, provided that if the Employer's condo fees increase, Employees will be required to pay the same percentage increase in monthly rent. For purposes of clarity, if condo fees increase by 2%, and an employee pays \$809/mo. to live in a two-bedroom unit, the employee will be required to pay \$825.18 in monthly rent to live in the unit. Employees must be qualified to perform Emergency Work to be eligible to live on-site.

- One bedroom unit
 - \$567
- Two bedroom
 - \$680
- Three bedroom
 - \$809

Parkfairfax may deduct these amounts from the Employees' paychecks by subtracting one half of the total from the Employee's bi-monthly paycheck.

SECTION 4.5. Any Employee who lives on the Employer's premises in units provided by the Employer shall be contacted first for Emergency Work assignments. In the event no Employees living on the Employer's premises are available to respond to Emergency Work, any other Employee may be called for Emergency Work. Emergency Work as used in this Section, is defined

as situations requiring immediate attention because of failure or damage in or around the Employer's premises that could cause significant damage to the building, building systems, and equipment or cause significant safety concerns for residents, as determined by the Employer. Emergency Work shall include, but not be limited to responding to water leaks, gas leaks, snow removal, tree or limb removal, and power outages.

SECTION 4.6. Employees directed to perform Emergency Work are required to be able to perform independently the job duties listed in Exhibit A attached hereto.

SECTION 4.7. Any Employee who lives on the Employer's premises who, after completing his or her 8-hour shift that day, receives a first callback to work outside of his or her regularly scheduled shift, is guaranteed a minimum of two hours of pay at a rate of one and a half (1 ½) times the regular hourly rate. For all subsequent callbacks that day, the Employee will be paid for his or her actual hours worked on such callback(s) at a rate of one and a half (1 ½) times the regular hourly rate, rounded upward to the nearest one half (1/2) hour.

SECTION 4.8. Employees may not perform any outside work in Parkfairfax units during their scheduled work hours or while on working time with the Employer. Employees may not wear any Parkfairfax logos during such outside work nor may they use any Parkfairfax tools or materials to perform such outside work. Before beginning any outside work in Parkfairfax units, Employees must sign a written indemnification agreement with the unit owner, agreeing that Parkfairfax will be indemnified for any damage caused to the unit as a result of the outside work.

ARTICLE 5 SICK LEAVE

SECTION 5.1. All full-time Employees covered by this Agreement shall accrue twelve days of paid sick leave per calendar year. Employees are eligible to use accrued sick leave after completion of the 90-day probationary period. Full-time Employees can carry over accrued but unused sick leave each calendar year up to a maximum of 160 hours, at which point no additional paid sick leave will accrue until the Employee uses paid sick leave causing his or her accrued but unused sick leave to fall below the 160 hour cap. Employees are responsible for notifying the Maintenance Director by 6:30 AM each day that they are sick; otherwise absences will be charged as vacation days, provided that the failure to call will be excused and charged to sick leave if the Employee has a legitimate reason for failing to call the Maintenance Director in time, as determined in the discretion of the Employer. Sick leave absences exceeding three consecutive working days may be required to be supported by a doctor's certificate. Any sick leave absences for which the employee requests to use sick leave with no pay must be supported by a doctor's note. Sick leave must be taken in minimum increments of one half day. Accrued but unused sick leave cannot not be converted into cash and sick leave balances will not be paid out to Employees upon termination of employment.

SECTION 5.2. All full-time Employees covered by this Agreement who have greater than 160 hours of accrued but unused sick leave as of the effective date of this Agreement shall eligible to accrue up to a cap 240 hours of unused sick leave, subject to all other provisions of this Article 5.

ARTICLE 6 VACATION

SECTION 6.1. Subject to Article 2 hereof, Employees shall accrue each calendar year paid vacation days at their current rate of pay at a rate of 1/12 their annual accrual amount each month. The amount of vacation accrued shall be based on the Employee's length of service as judged from their seniority date. The accrual rates are as follows:

During the 1 st year of employment	40 regular work hours
During the 2 nd -4 th years of employment	80 regular work hours
During the 5 th -10 th years of employment	120 regular work hours
During the 11 th + years of employment	160 regular work hours

SECTION 6.2. Vacation requests shall be submitted to the General Manager at least 72 hours in advance of the requested vacation. The Employer will not unreasonably deny vacation leave requests submitted at least 72 hours in advance, but the Employer maintains the right to deny requests due to staffing concerns, particularly if another Employee will be off work that day. If the Employer cancels or reschedules an Employee's previously approved vacation, the Employee will be permitted to reschedule the canceled vacation or to carry over scheduled vacation without regard to the carryover maximums set forth below. In the alternative, the Employer may pay out an Employee for the canceled vacation day(s) in lieu of permitting the Employee to carry over or reschedule his or her cancelled vacation.

SECTION 6.3. Full-time Employees may carry over accrued but unused vacation time each calendar year up to a maximum of 200 hours. Once an Employee reaches the 200-hour vacation accrual cap, no additional vacation time will accrue until the Employee uses vacation time causing his or her accrued but unused vacation time to fall below the 200 hour cap. Accrued but unused vacation time will be paid out upon termination of employment, up to a maximum of 240 hours.

SECTION 6.4. All full-time Employees covered by this Agreement who have greater than 200 hours of accrued but unused vacation time as of the effective date of this Agreement shall be eligible to accrue up to a cap 240 hours of unused vacation time, subject to all other provisions of this Article 6.

ARTICLE 7 HOLIDAYS

SECTION 7.1 Employees shall receive the following holidays with pay, subject to provisions of Section 7.3 below:

New Years Day	January 1
Martin Luther King Day	(3 rd Monday in January)
Presidents Day	(3 rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)

Labor Day	(1 st Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
Christmas Day	(December 25th)

If any of the above holidays falls on Saturday, it will be observed on the preceding Friday; and if it falls on Sunday, it will be observed on the following Monday.

SECTION 7.2. Employees shall receive pay for their regularly scheduled work hours for each holiday subject to the provisions of Section 7.3.

SECTION 7.3. In order to be eligible for holiday pay, the Employee must have been employed by the Employer at least (30) thirty calendar days before the holiday to receive holiday pay and the Employee must work his/her last scheduled shift before the holiday, and his/her first scheduled shift after the holiday, except where absence on such day is a result of (1) Employee's illness or serious illness in the Employee's family, both of which may be required to be verified by a doctor's certificate; (2) death in the Employee's family; (3) weather conditions or other acts of God making it impossible or unsafe for the Employee to get work, or (4) an Employee's scheduled vacation, or (5) an absence without pay arranged in advance and with the approval of the Employer.

SECTION 7.4. Employees required to work on a holiday will be paid at their regular rate of pay for all hours actually worked in addition to the holiday pay.

ARTICLE 8 LEAVES OF ABSENCE

SECTION 8.1 An Employee who is a member of the military or reserve will be granted all leave and other rights provided by law.

SECTION 8.2 Except for statutorily required leave, Employees may be granted leaves of absence at the sole discretion of the Employer. Such leave-of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or family hardship, and shall not prejudice seniority status for purposes of layoffs and recalls. Unless otherwise agreed to in writing by the Employer, an Employee will be required to use all paid leave (vacation and sick) before taking unpaid leave.

ARTICLE 9 JURY DUTY

An Employee who is called for jury service during their work hours shall be excused from work for the days on which they report for service by order of the court, and shall receive for each such day on which they would otherwise have worked, the difference between the straight time hourly rate of pay and the payment received from jury service. An Employee who is called to jury duty must provide proof of service and payment from the court.

ARTICLE 10 BEREAVEMENT LEAVE

An Employee who has a death in the immediate family, which is defined as the Employee's mother, father, sister, brother, mother or father-in-law, spouse, grandchildren, grandparents, son, daughter, step mother, step father, step children, or a member of the immediate family either through adoption or guardianship, shall be paid for up to and including three days of work at the Employee's regular rate for time missed within one week of the funeral. The Employer may require proof of death from the Employee taking such leave and relationship to the deceased. The Employer shall not unreasonably deny a vacation request in order for an Employee to attend the funeral of any other relative. Vacation requests submitted under this Article are exempt from the normal requirements for submission of vacation request.

ARTICLE 11 REPRESENTATION

SECTION 11.1. The Employer recognizes the right of the Union to designate one Shop Steward and one Alternate Shop Steward.

SECTION 11.2. The Employer has no obligation to recognize or otherwise deal with the Union Shop Steward or Alternate Steward for purposes of contract enforcement or any other matters unless and until the Union has notified the Employer in writing of the identity of the Union's Shop Steward and Alternate Steward. In carrying out the duties of the Shop Steward or Alternate Steward, there shall be no interference with or disruption of their regularly assigned work or the work of any other Employees covered by this Agreement. The Shop Steward and Alternate Steward are not permitted to conduct Union business while on working time.

SECTION 11.3. A duly authorized representative of the Union will be permitted to visit the location covered by this Agreement at reasonable times for the purpose of transacting business for the Union and to ensure compliance with this Agreement, provided that 24 hours advance notice of the proposed on-site meeting is provided to the General Manager. Upon arriving at the Employer's premises, the representative shall first make his or her presence known to the General Manager.

SECTION 11.4. The Union shall be provided with a bulletin board at the maintenance shop for the posting of notices and other materials.

ARTICLE 12 CHECKOFF AND SECURITY

SECTION 12.1. Upon individual authorization in writing, the Employer will deduct bi-weekly from the wages of each Employee covered by this Agreement, such Union dues in an amount the Union advises is due from each employee and shall remit such monies to the Union not later than the tenth (10th) day of the following month.

SECTION 12.2. The Union agrees to indemnify and save the Employer harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of action taken or not taken by the Employer for the purpose of complying with the provisions of this Checkoff and Security Article.

SECTION 12.3. In the event of termination of employment, there shall be no obligation upon the Employer to collect dues until all other deductions have been made.

SECTION 12.4. The Employer agrees to notify the Union's Business Manager of any promotions, raises or terminations of Union staff at the time of their occurrence.

SECTION 12.5. Authorizations filed hereunder shall be filed in the form set forth in the attached Exhibit B.

ARTICLE 13 DISCIPLINE PROCEDURE

SECTION 13.1. No Employee shall be disciplined or discharged without just cause. All dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing. Copies of the reprimand or discharge notice shall be given to the Employee reprimanded and to the Shop Steward, and/or in the event that the position of Shop Steward is at that time unfilled, to the Union.

SECTION 13.2. Handbook. The Employer may discipline an Employee in accordance with its Employee Handbook except insofar as said Employee Handbook is in conflict with the terms of this Section 13 of the Agreement, in which case the Agreement shall prevail.

SECTION 13.3. Attendance Policy. The Parties recognize that absenteeism or tardiness is detrimental to the business and causes hardship on the Employer, the residents, and other members of the bargaining unit who regularly report to work as scheduled. The Employer may require a doctor's excuse after 72 hours have elapsed from the absent member of the bargaining unit's report-in time. A member of the bargaining unit may be terminated for excess absenteeism in accordance with this Article.

(a) Absenteeism shall mean that a member of the bargaining unit is not at work when scheduled to be at work. Members of the bargaining unit are responsible to give prior notice to the General Manager that they are sick and will be using sick or personal leave no later than 6:30AM. If the General Manager is unavailable, Employees should call the Maintenance Director. Failure to do so may result in disciplinary action.

(b) Members of the bargaining unit are responsible for personally giving notice to General Manager or Maintenance Director that they are sick and unable to come to work for each normal shift.

(c) In the case of absences, the first unexcused absence within any twelve (12) month period will result in a verbal reprimand, and the second unexcused absence within any twelve (12)

month period will result in a written reprimand to the Employee. The third unexcused absence in any twelve (12) month period will result in a three-day suspension. The fourth unexcused absence will result in termination. Employment will be immediately terminated if a member of the bargaining unit is absent without authorization and has not contacted the General Manager or the Maintenance Director for more than two (2) working days.

SECTION 13.4. Tardiness Policy. Tardiness is defined as any occasion on which the Employee arrives at work more than 10 minutes after the start of their regular work hours. During any 6-month period, the first three instances of tardiness may result in a one-day unpaid suspension. The fourth instance of tardiness may result a three-day unpaid suspension and in a final written warning. The fifth instance of tardiness may result in termination.

SECTION 13.5. Disciplinary actions, warnings and suspensions will be documented by written notice and will be acknowledged by the Employee's signature as a record of receipt.

SECTION 13.6. If any official of the Company begins to conduct an interview with or interrogation of a member of bargaining unit, and the member of the bargaining unit has a reasonable belief that he or she may be disciplined as a result of what is said, such member of the bargaining unit has the right to request union representation. The Company is not required to inform the member of the bargaining unit of his or her Weingarten rights. When the member of the bargaining unit makes the request for a Union representative (Shop Steward) to be present, the Company can: (1) stop questioning until the Shop Steward arrives, (2) call off and reschedule the interview, or (3) tell the member of the bargaining unit that it will call off the interview unless he or she voluntarily gives up his or her rights to a union representative.

ARTICLE 14 SENIORITY

SECTION 14.1. For the purpose of this Agreement, seniority shall be defined as an Employee's total length of employment subject to the conditions set forth in Section 14.3 of this Article.

SECTION 14.2. An Employee shall be on probation until he or she has completed 90 calendar days. The termination of employment of a probationary Employee shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 14.3. Seniority shall be lost and the employment relationship shall be terminated upon:

- (a) Discharge for just cause;
- (b) Voluntary resignation;
- (c) Layoff for a period of time equal to the Employee's seniority or two years, whichever is greater;
- (d) Failure to return to work within one week of a recall from layoff without a satisfactory reason, as determined by the Employer;
- (e) Not reporting to work or failure to return to work within 3 days of the expiration of a leave of absence;
- (f) Retirement.

SECTION 14.4. It is understood and agreed that in all cases of promotion, demotions, or increases or decrease of the work force, the following factors shall be considered:

- 1. Length of continuous service
- 2. Ability to perform the work to Parkfairfax standards
- 3. Attendance
- 4. Current facility requirements

It is further understood and agreed that where factors (2) through (4) are relatively equal in the Employer's sole discretion, length of continuous service shall govern.

SECTION 14.5. If Employees are promoted from any position or classification covered in the bargaining unit, thereby excluding them from coverage of this Agreement, such Employees shall retain their seniority for a period of six months in the position from which transferred.

SECTION 14.6. Any Employee who has been laid off shall be eligible for recall. Recall shall be based on seniority. The Employer shall notify by telephone the laid off Employee at the Employee's last known telephone number of any job vacancy. The Employee shall be given three working days from the date of notification in which to respond, in person or by registered or certified mail, to the offer concerning the available job. The Employer agrees to notify the Union at the earliest date possible in the event of lay-off. All Employees laid off shall remain on the layoff list for up to one year after which their recall rights will terminate.

ARTICLE 15 GRIEVANCE PROCEDURE

SECTION 15.1. A grievance is defined as a complaint or dispute by an Employee or the Union concerning the interpretation of the application of this Agreement.

SECTION 15.2. A grievance as defined herein shall be processed as follows:

First Step- The grievance shall be discussed between the Employee involved, or the Union Representative, and the General Manager within 5 working days of the occurrence on which it is

based. If a settlement satisfactory to the parties cannot be reached within 10 working days of the occurrence, a written grievance shall be filed with the Employer by the Employee or the Union Representative, stating the specific reasons for the grievance and including the particular provision(s) of this Agreement that the Employee or Union Representative allege have been violated.

Second Step: If a written grievance is filed, the grievance will be discussed by a Business Representative of the Local Union and the General Manager at a meeting which will be held within 5 working days of the receipt of the written grievance. The party against whom the grievance is filed will submit a written answer to the grieving party within 5 working days after the Second Step grievance meeting explaining the reasons for the denial of the grievance or agreeing with the grievance. If the response denies the grievance, the grieving party will have the right to proceed to arbitration. The failure to file a written response within 5 working days will be considered to be an agreement with the grievance.

SECTION 15.3. If the grievance cannot be solved at the Second Step meeting, the matter may be referred by either party to arbitration by notifying the other party within 5 working days of the receipt of the written answer of the intention to proceed to arbitration.

SECTION 15.4. If either party, or the representation of either party, fails to observe or comply with any of the time limits previously set forth in this Article, except as such time limits are extended by written agreement between the parties, that party shall lose and forfeit all right, claim and/or interest it may have had in that grievance and such complaint, dispute and/or grievance shall be considered to have been settled in the favor of the other party.

SECTION 15.5. To the extent practicable and consistent with the Employer's operational and scheduling requirements, Stewards shall be permitted during non-working time to investigate, discuss and present grievances. Such time shall be kept at a minimum.

ARTICLE 16 ARBITRATION

SECTION 16.1. Mediation may, by mutual consent of the Union and the Employer, be utilized for any grievance that has progressed to Step Two prior to arbitration through the Federal Mediation and Conciliation Service (FMCS). If the parties mutually consent to mediation prior to arbitration, the parties shall request a mediator to be recommended by FMCS in the geographical area agreed upon by the parties. The parties shall follow all applicable FMCS rules and regulations related to mediation. The parties agree that if mediation is successful and an agreement is reached, such agreement will be considered complete resolution of the grievance and no further recourse shall be available to either party. The parties further agree that if mediation is unsuccessful, the party that filed the grievance may choose to proceed to arbitration. A party choosing to proceed to arbitration must file a notice of intent to submit the grievance to arbitration within 10 working days of the failure to reach agreement at mediation with FMCS.

SECTION 16.2. Within 15 working days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial

arbitrator. If the parties are unable to agree within five working days of that meeting upon the choice of an arbitrator, they shall choose an arbitrator from a panel of 5 provided by the Federal Mediation and Conciliation Service according to the process used by the Service.

SECTION 16.3. The fees of the arbitrator and necessary expenses, including transcripts, if desirable, of any arbitration proceeding shall be borne equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative.

SECTION 16.4. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The parties authorize the arbitrator to decide any alleged unfair labor practice issue or grievance. Both parties shall have the right to file post-hearing briefs within a timeframe established by the arbitrator. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

SECTION 16.5. If an Employee witness is called by the Employer, the Employer will reimburse him or her for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will be responsible to such personnel for time lost.

ARTICLE I7 INSURANCE AND RETIREMENT BENEFITS

SECTION 17.1. Life insurance. If the Employee elects life insurance coverage, the Company will pay 70% of the premium and purchase group life insurance for the Employee in an amount equal to the employee's annual base salary rounded upward to the nearest one-thousand dollars. Employees become eligible for participation in the group program at the end of ninety calendar days of employment. Employees shall be responsible for paying via payroll deduction 30% of the premiums associated with their chosen plan.

SECTION 17.2. Long-term disability insurance. If the Employee elects long-term disability insurance coverage, the Company will pay 70% of the premium. Employees become eligible for participation in the group program at the end of ninety calendar days of employment. Employees shall be responsible for paying via payroll deduction 30% of the premiums associated with their chosen plan.

SECTION 17.3. Short-term disability insurance. If the Employee elects short-term disability insurance coverage, the Company will pay 70% of the premium. Employees become eligible for participation in the group program at the end of ninety calendar days of employment. Employees shall be responsible for paying via payroll deduction 30% of the premiums associated with their chosen plan.

SECTION 17.4. Health insurance. All covered Employees may elect to receive individual; Employee plus one; or family insurance coverage at the current applicable level of benefits. Employees shall be responsible for paying via bi-weekly payroll deduction 15% of the premiums associated with their chosen plan. The Employer agrees to make contributions to the Man-U

Service Contract Trust Fund — Caring Heart Plan for Monthly Contribution Rate Participants (“Fund”) provided the Fund submits a monthly invoice to Parkfairfax. Employees may elect to join the plan at the annual open enrollment (to be specified) or at qualifying events as defined in the plan. The Employer shall continue to contribute to the Fund for the duration of the Agreement, unless the Employer and Union agree to cancel the coverage. In such case, the Employer shall serve 30 days' written notice on the Fund of the parties' intent to withdraw from the plan and discontinue contributions. Such written notice shall cancel the Employees' and the Employer's participation in the Fund and shall cancel the Employer's obligation to make any further contributions to the Fund whatsoever. The Employer shall remain responsible for any contributions that remain due and owing to the Fund prior to said cancellation. Health and Dental insurance premiums shall be shared by the Employer and Employees. Employees become eligible for participation in the Fund at the end of ninety calendar days of employment.

The Employer shall make monthly premium contributions to the Fund on behalf of Employees who elect to enroll in the plan. No contributions shall be due to the Fund from Employees or the Employer for bargaining unit Employees who choose not to enroll in health or dental coverage. The Employer shall not be responsible for administration of the Fund.

The Union shall furnish to the Employer all Fund trust documents. To the extent such documents do not conflict with this Agreement, the Employer shall be bound by such documents. Notwithstanding the foregoing, no provision of the trust documents and no resolutions or other actions taken by the Board of Trustees shall result in an increase in the Employer's Fund contribution obligation.

SECTION 17.5. Employees who are on workers' compensation or who are receiving disability benefits shall be covered by the Health Fund until they may be covered by Medicare or thirty months from the date of disability, whichever is earlier. The Employer shall not be required to make contributions on behalf of such Employees on workers' compensation or disability.

SECTION 17.6. Retirement. All Employees are eligible to participate in the Employer's 401(k) Plan. For Employees who elect to participate in the Plan, the Employer shall make a matching contribution of up to 4% of the Employee's eligible earnings.

SAFETY AND EQUIPMENT ARTICLE 18

SECTION 18.1. The Employer will provide safety equipment to promote the safe operation of its work and the personal safety of its Employees. Employees have the right to refuse any piece of equipment considered to be unsafe or not working properly pending immediate notification to the Maintenance Director of the condition of the equipment. If the Maintenance Director directs the Employee to work as directed, the Employee may file an appeal to the General Manager who, before making a decision, will consult with the Steward and undertake an independent investigation of the situation. Following such decision, the Employee shall proceed as directed in writing by the General Manager.

SECTION 18.2. The Employer shall also provide rubber hip boots, personal lighting equipment, rain pants, jackets, hats, and rubber, cotton or leather gloves to all Employees upon showing of need by the Employee, as determined by the Employer. The Employer shall provide or reimburse Employees up to \$150 for composite or steel toed boots upon showing of need by the Employee, as determined by the Employer.

SECTION 18.3. The Employer will provide no less than five uniforms for all Employees within 90 days of employment. One set of coveralls will be provided within 30 days of employment. Uniforms and coveralls will be replaced by the Employer once annually. Additional uniforms or coveralls may be provided subject to the Maintenance Director's approval in his sole discretion. Employee shall bear the cost of replacing uniforms beyond this annual replacement that are lost or damaged due to misuse or abuse. The Employer shall also provide laundering facilities for Employees' use.

SECTION 18.4. If the Employer determines such training is necessary, the Employer shall provide Employees with annual training on the correct procedures to be followed when working in an asbestos-related and mold-related environments, general safety training, and first aid and CPR training. Employees will follow industry safety practices when working in said environments.

MANAGEMENT RIGHTS ARTICLE 19

SECTION 19.1. The Employer shall have full and exclusive rights to the management of Parkfairfax's real and personal property and direction of its work force, including the right to hire, suspend, discharge, layoff, or transfer from job to job.

SECTION 19.2. Subject to this Agreement, both parties recognize that the proper maintenance of the buildings and the grounds throughout Parkfairfax should be determined by the Employer, including the right to decide the nature, extent, means and methods of maintaining the same.

SECTION 19.3. The Union recognizes that the Employer had a right to contract or subcontract certain work of the Employer in order to supplement its workforce. No contracting or subcontracting of any work by the Employer shall result in decrease of the jurisdiction, disuse, or loss of any jobs, positions, or work under this Agreement, except for trash collection work. The Union acknowledges and agrees that the Employer's current use of subcontractors and vendors does not violate this Section.

SECTION 19.4. In an emergency situation, the Employer may contract or subcontract any work as appears necessary and appropriate, in its sole judgment, provided it notifies the Union's Business Representative of the situation as soon as practicable. In all other situations, the Employer must provide the Business Representative with reasonable advance notice of its intention to contract or subcontract.

ARTICLE 20
NO STRIKE AND NO LOCKOUT

SECTION 20.1. The Union agrees that neither it nor the Employees it represents, covered by this Agreement, will, during the term of this Agreement, cause, permit, or take part in any strike, work stoppage, slowdown or sick-out including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge in the event an Employee refuses to enter upon any property involved in a labor dispute involving other Employee organizations or refuses to go through or work behind any picket lines involving other Employee organizations at the Employer's place or places of business.

SECTION 20.2. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its Employees.

SECTION 20.3. The Employer reserves the right to discharge or otherwise discipline any Employee takes part in any violation of this provision of the Agreement.

ARTICLE 21
GENERAL

SECTION 21.1. This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the Employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

SECTION 21.2. In the event any provision of this Agreement is declared invalid by any competent court or governmental agency, such invalidation shall not affect the remaining provisions of this Agreement.

SECTION 21.3. The parties hereby agree that this is the complete and only agreement between the parties. Other than what is expressly incorporated herein, this Agreement replaces any and all past practices and previous agreements between the parties. Both parties hereby expressly waive their right to request further negotiations on any provision contained in this Agreement.

ARTICLE 22
DURATION OF AGREEMENT

This Agreement shall become effective as of June 1, 2020, and shall continue in effect up to May 31, 2025, and thereafter, unless and until either of the parties hereto shall give to the other written notice at least sixty days prior to the expiration date of this Agreement. When notice to terminate is given, this Agreement shall terminate on May 31, 2025, and its terms and conditions shall constitute the status quo while the parties negotiate a new agreement.

In witness whereof, the parties hereto execute this Agreement as if the dates listed below.

PARKFAIRFAX CONDOMINIUM
OWNERS ASSOCIATION

PUBLIC SERVICE EMPLOYEES' LOCAL
UNION 572

Title

Title

Date

Date

EXHIBIT A
Emergency Work Job Duties

- Diagnoses and repairs malfunctions in plumbing fixtures and piping, including kitchen sinks and faucets, garbage disposals, bathroom sinks and faucets, tub diverters and shower assemblies, and toilets.
- Clears stoppages in drain piping up to and including the sanitary sewer mains.
- Diagnoses and repairs minor electrical problems.
- Replaces electrical components including walls switches, receptacles, GFI devices, lighting fixtures, ceiling fans, interior circuit breakers, electrical heaters and components.
- Repairs and replaces entry, privacy, and passage locks. Replaces locks cylinders.
- Replaces window glass and performs glazing.
- Performs minor carpentry functions, plastering, and painting.
- Performs landscape duties, light pruning, tree, bush or other plant installations, assist in erosion control or drainage projects.
- Cleans gutters.
- Performs snow removal.

While performing the duties of this job, Employees are regularly required to use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and talk or hear. Employees are frequently required to stand. Employees are occasionally required to walk; climb or balance; and stoop, kneel, crouch, or crawl.

Employees must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

EXHIBIT B
(Checkoff Card)