

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. **6**

3. EFFECTIVE DATE **12/1/00**

4. REQUISITION/PURCHASE REQ. NO. **ADM-00-005; 2/2/01**

5. PROJECT NO. (if applicable) \_\_\_\_\_

6. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_

7. ADMINISTERED BY (if other than Item 6) \_\_\_\_\_ CODE \_\_\_\_\_

U.S. Nuclear Regulatory Commission  
 Division of Contracts and Property Mgt.  
 Attn: T-7-I-2  
 Contract Management Branch  
 Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Olympus Building Services, Inc.  
 5 Taylor Avenue  
 Doylestown, PA 18901

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO.  
**NRC-10-00-005**  
 SBA# \_\_\_\_\_

10B. DATED (SEE ITEM 13)  
**11-08-1999**

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) **B&R No.: 10415-511105 BOC: 254A APPN No.: X0200**  
**JOB CODE: R0125 Obligated Amt: \$164,498.40**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) **Mutual agreement of the parties**

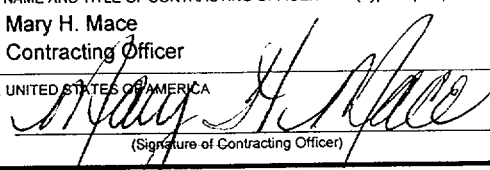
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**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mary H. Mace Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	2/16/01

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

ADM002

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 6

NRC-10-00-005

Page 2

The purpose of this modification is to: (1) increase the firm fixed price in Option Year 1 for custodial/other related services as a result of a new Collective Bargaining Agreement (CBA). In accordance with the contractor's proposal dated November 20, 2000, and the new CBA the firm fixed price is increased by \$164,498.40 from \$732,600.48 to \$897,098.88, and (2) clarify the language in Attachment 1 associated with deductions for unacceptable or non-performance of services. Accordingly, the contract is hereby modified:

1. As reflected in the attached change pages B-1, "Supplies or Services and Price/Costs" and B.4, "Consideration and Obligation—Firm Fixed Price" paragraph B.1.2(1) and B.4.3 are hereby revised as a result of the new Collective Bargaining Agreement which was effective December 1, 2000.
2. Under Attachment 1, any reference which is made to the way NRC may assess deductions shall include "QA Inspections, E-Mails from the Project Officer, or FIXIT".
3. As reflected in the attached changed page J-1, List of Attachments, the new Collective Bargaining Agreement is attached.

All other terms and conditions of the subject contract remain unchanged.

A summary of obligations, from the award date through the date of this modification, are provided below:

FY 00 Obligations:	\$814,473.02
FY 01 Obligations:	\$973,960.08
Cumulative Obligated Amt.	\$1,788,433.10

This modification obligates funds in the amount of \$164,498.40.

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.1 PRICE SCHEDULE

## B.1.1 BASE YEAR (OWFN &amp; TWFN) 12/1/1999 - 11/30/2000

	Qty	Unit	U/P	Total
1) Phase-In 11/8/99 to 12/1/99 (One Time Cost)				\$ 8,823.50
2) Custodial/Other Related Services	12	Month	\$60,566.83	\$726,801.96
3) Recycling Services	12	Month	\$ 942.10	\$ 11,305.20
4) Trash Removal Services (Fixed Unit Price includes trash dump fees.)	12	Month	\$ 4,263.00	\$ 51,156.00
5) Pest Control	12	Month	\$ 1,200.00	\$ 14,400.00
6) Pre-existing Deficiencies TWFN Granite Floors	1	Lot	\$ 450.36	\$ 450.36
7) Purchase & Install 128 dispensers	1	Lot	\$ 1,536.00	\$ 1,536.00

TOTAL CONTRACT AMOUNT FOR BASE YEAR: \$814,473.02

## B.1.2 OPTION YEAR 1 (OWFN &amp; TWFN) 12/1/2000 - 11/30/2001

	Qty	Unit	U/P	Total
1) Custodial/Other Related Services	12	Month	\$74,758.24	\$897,098.88
2) Recycling Services	12	Month	\$ 942.10	\$ 11,305.20
3) Trash Removal Services (Fixed Unit Price includes trash dump fees.)	12	Month	\$ 4,263.00	\$ 51,156.00
4) Pest Control	12	Month	\$ 1,200.00	\$ 14,400.00

TOTAL CONTRACT AMOUNT FOR OPTION YEAR ONE:\$973,960.08

## B.1.3 OPTION YEAR 2 (OWFN &amp; TWFN) 12/1/2001 - 11/30/2002

	Qty	Unit	U/P	Total
1) Custodial/Other Related Services	12	Month	\$61,533.26	\$738,396.00
2) Recycling Services	12	Month	\$ 942.10	\$ 11,305.20
3) Trash Removal Services (Fixed Unit Price includes trash dump fees.)	12	Month	\$ 4,263.00	\$ 51,156.00
4) Pest Control	12	Month	\$ 1,200.00	\$ 14,400.00

TOTAL CONTRACT AMOUNT FOR OPTION YEAR TWO:\$815,257.20

## B.1.4 OPTION YEAR 3 (OWFN &amp; TWFN) 12/1/2002 - 11/30/2003

	Qty	Unit	U/P	Total
1) Custodial/Other Related Services	12	Month	\$62,016.47	\$744,197.64
2) Recycling Services	12	Month	\$ 942.10	\$ 11,305.20
3) Trash Removal Services (Fixed Unit Price includes trash dump fees.)	12	Month	\$ 4,263.00	\$ 51,156.00
4) Pest Control	12	Month	\$ 1,200.00	\$ 14,400.00

TOTAL CONTRACT AMOUNT FOR OPTION YEAR THREE:\$821,058.84

## B.1.5 OPTION YEAR 4 (OWFN &amp; TWFN) 12/1/2003 - 11/30/2004

	Qty	Unit	U/P	Total
1) Custodial/Other Related Services	12	Month	\$62,336.48	\$748,037.76
2) Recycling Services	12	Month	\$ 942.10	\$ 11,305.20
3) Trash Removal Services (Fixed Unit Price includes trash dump fees.)	12	Month	\$ 4,263.00	\$ 51,156.00
4) Pest Control	12	Month	\$ 1,200.00	\$ 14,400.00

TOTAL CONTRACT AMOUNT FOR OPTION YEAR FOUR: \$824,898.96

**B.1.6 LESS FIXED PRICE PER FLOOR PER MONTH FOR RESTACK**

- 1) Fixed monthly amount to be deducted from contract price for floors not cleaned during RESTACK renovation work in OWFN during the period 12/1/1999 to 6/30/2000 (See Section C.2.8.5)

(3 floors @ 2 months per floor)	Est Qty	Unit	(U/P)	Total
estimated quantity	6	Month	\$446.84	\$2,681.04

The above fixed unit price will be prorated on a workday per month basis and deducted from monthly invoice line item for basic custodial services for the actual period when a OWFN floor is not cleaned due to RESTACK activity.

**B.2 PROJECT TITLE**

The title of this project is as follows:

Custodial Management Services

**B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor (independently and not as an agent of the Government, and in compliance with this contract and accepted industry standards), shall provide all management, administrative and technical support, supervision, labor, all materials, supplies, equipment and other resources (except as otherwise specified herein), necessary to plan, schedule, coordinate and perform all custodial, recycling, waste-trash removal, pest control, and other related services at the U. S. Nuclear Regulatory Commission (NRC) One White Flint North (OWFN) and Two White Flint North (TWFN) buildings including the the connector link between the buildings, located at 11555 Rockville Pike, Rockville, Maryland, and 11545 Rockville Pike, Rockville, Maryland, respectively.

**B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

1. The total firm fixed price of the phase in phase out period is \$8,823.50.
2. The total firm fixed price for the contract base period is \$805,649.52. (Does not include PIPO)
3. The total firm fixed price for option year 1 is \$973,960.08.
4. The total firm fixed price for option year 2 is \$815,257.20.
5. The total firm fixed price for option year 3 is \$821,058.84.
6. The total firm fixed price for option year 4 is \$824,898.96.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

Attachment No.            Title

1. Custodial Quality Requirements and Standards
2. Resume Format
3. NRC Form 89 - Photo Badge Request
4. Applicable Collective Bargaining Agreement dtd 3/14/2000
5. Billing Instructions
6. GSA Form 176 and FD-258
7. Past Performance Questionnaire
8. Standard Room Set Ups.
9. U.S. Department of Labor Wage Determination No. 1994-2104, Rev. 16, dtd 9/13/2000

# **AGREEMENT**

**Between**

**Olympus Building Services**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local 99**

**December 1, 1999 – November 30, 2004**

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**AGREEMENT**

This Agreement, made and entered into this, by and between Olympus Building Services, with its principal offices at 5 Taylor Avenue, Doylestown, Pennsylvania 18091 (hereinafter referred to as the "Employer" or "Company") and the International Union of Operating Engineers, Local 99 of the AFL-CIO, with its principal offices at 2461 Wisconsin Avenue, NW, Washington, DC 20007-1862 (hereinafter referred to as the "Union").

**ARTICLE I**

**UNION RECOGNITION**

**Section 1. Union:** The Employer recognizes the Union designated as the exclusive bargaining representative of all janitorial Employees who perform work for the Employer at the U.S. Nuclear Regulatory Commission, Rockville, Maryland, as indicated in Schedule "A".

**Section 2. Exclusions:** The Employee groups set forth above do not include, and this Agreement does not apply to:

- a. Management
- b. Clerical Personnel

**ARTICLE II**

**NON DISCRIMINATION**

It is agreed by the Company and the Union, there shall be no discrimination against any present or future Employee by reason of race, creed, color, age, disability of any individual in accordance with applicable law, national origin, sex, union membership or sexual preference.

**ARTICLE III**

**HOURS OF WORK**

**Section 1. Hours of Work:** All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one and one half (1 ½) in the event the overtime was approved in advance by the Employee's supervisor.

**Section 2.** An Employee called in outside his regular schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof.



**ARTICLE IV**

**MANAGEMENT RIGHTS**

**Section 1.** The Employer retains the sole rights in its discretion to manage its business, to hire, discharge for cause, lay off, assign, transfer and promote its Employees; to determine the starting and quitting time and the number of hours to be worked and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

**Section 2.** The execution of this Agreement shall not create any vested rights in the Employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

**ARTICLE V**

**HOLIDAYS**

**Section 1.** The Employer shall grant to all Employees the following holidays off with pay, provided he or she shall have worked on the scheduled day prior to the holiday and the scheduled day after the holiday;

New Year's Day	Labor Day
Martine Luther. King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Personal Day	

**Section 2. Eligibility:** To be eligible for pay, an Employee must be in pay status, whether on active employment, vacation, or other excusable leave.

**Section 3.** Should it be necessary for the Employee to work on any of the holidays to which he or she is entitled, he or she shall receive an additional day's pay at the rate of time and one-half (1-1/2) of pay scheduled in Article 23, provided he or she shall have worked the last scheduled workday prior to and the scheduled workday after the holiday.

**Section 4.** "Holiday" as used in this Agreement means the day on which the holiday is observed, whether it is the day on which the holiday falls or another day designated for its observance.

**ARTICLE VI**

**DISCIPLINE PROCEDURE**

**Section 1.** An employee shall be subject to immediate discharge for the following reasons:

- 1.) Under the influence of alcohol or nonprescription drugs during working hours.
- 2.) Disorderly Conduct.
- 3.) Insubordination.
- 4.) Failure to carry out job assignments or job request of Management
- 5.) Fighting or threats of physical harm.
- 6.) Theft.
- 7.) Drinking alcoholic beverages during working hours or reporting to work under the influence of alcohol.
- 8.) Misuse or alteration of sign-in sheets and records.
- 9.) False statements on job applications.
- 10.) Sleeping during working hours.
- 11.) Caught loitering on, about a federal facility, before or after signing in, or out.  
When an employee signs out, said employee must vacated the premises at once.  
Employees are not permitted to visit a federal facility when off duty; and/or have visitors accompany them to the workplace; and/or have visitors report to a federal facility on their behalf for any personal reason.

**Section 2.** Other than reasons identified above in Section 1, the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the Employer shall give at least two (2) warning notices to the employee of any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twenty-four (24) months old said notice shall be voided and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

**ARTICLE VII**

**VISITATION RIGHTS**

Officers of the Union shall have the privilege of visiting members of the Union during working hours upon reasonable notification approved by a proper official of Employer or its designee.

**ARTICLE VIII**

**UNION SECURITY AND CHECK-OFF**

**Section 1.** As a condition of employment, all Employees must, after thirty (30) days of employment or after thirty (30) days following the date of the signing of this Agreement, become

members of the Union in good standing and maintain such membership in good standing thereafter. Subject to the provisions of the Act, the Company will within five (5) working days after the receipt of written notice from the Union discharge any Employee who is not in good standing in the Union as defined in the Act and above.

**Section 2.** Upon presentation to the Company of signed authorization cards in conformity with the Law, the Company will deduct Union dues and transmit same to the Union at its designated office.

## ARTICLE IX

### PROMOTIONS AND VACANCIES

**Section 1.** It shall be the policy of the Company to promote Employees covered by this Agreement, in accordance with seniority, provided the Employee is qualified. In furtherance of this policy, the Company agrees to post on the bulletin board at the job site for five (5) workdays, available openings and promotional opportunities expected to exceed thirty (30) days in duration. Such bids will state anticipated duration, classification, hours of shift, and date bid will close.

**Section 2.** In effecting a promotion, the Employer will first give consideration to employees of the unit and selection will be made therefrom unless an outside applicant is clearly qualified.

**Section 3.** The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities, and experience. In making selections for promotion within the bargaining unit, the Employer may consider willingness to relocate as a criteria, however, all other factors being equal, the Employer agrees to promote the most senior employee.

## ARTICLE X

### SENIORITY

**Section 1.** Employees shall be considered on probation for the first ninety (90) calendar days of employment. Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment.

**Section 2.** The Company shall establish available work shifts, days off and vacation periods. Seniority shall rule in the selection of work shifts, days off, vacation, and reduction and restoration of the working force.

**Section 3.** Probationary Employees may be assigned to any shift. The provisions of this Agreement, except with regard to rates of compensation, shall not apply to new and temporary Employees. Temporary Employees are those who are employed for a period of ninety (90) days or less with notification to the Union.

**Section 4.** Seniority lists shall be prepared by the Company and shall be posted January 1st of each year and shall be revised each six (6) months thereafter. Such list will be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

**Section 5.** When it becomes necessary to reduce the working force, classification seniority will govern; and it is agreed the Company will give to the affected Employees two (2) weeks advance written notice or pay in lieu thereof, except in the case of probationary Employees. No notice will be required if the layoff is the result of a flood, tornado, an order of the Government. The Company will also give to the Union a list of any such Employees laid off. Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the Employee has not returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority list.

**Section 6.** Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority list under the following conditions:

- a. The Employee quits or resigns.
- b. The Employee is discharged for cause.
- c. The Employee is laid off and not re-employed within six (6) months.
- d. The Employee has been laid off for less than six (6) months and the Employee does not return to the service on or before a date specified in a Registered Mail letter from the Company mailed to the Employee's last known address offering such Employee reemployment, which date shall not be prior to five (5) days after mailing such notice, provided, however, that this paragraph D shall not apply to offers of temporary work.
- e. The Employee, while on a leave of absence, accepts another job, applies for unemployment compensation, or goes into business for himself, his employment and all seniority rights will automatically be terminated.
- f. The Employee fails to return to work at the expiration of either a medical or personal leave of absence.

**ARTICLE XI**

**LEAVE OF ABSENCE**

Employees with at least one (1) year of service may at the discretion of the Company be granted a leave of absence for periods not to exceed thirty (30) calendar days in any year with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence providing the employee can be spared from his/her regular assigned duties.

**ARTICLE XII**

**SAFETY**

The Company shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of Employees in case of accident or illness.

**ARTICLE XIII**

**STRIKES AND LOCKOUTS**

During the term of this Agreement, there shall be no lockouts by Employer, nor shall there be any strike, stoppage, or slowdown of work, walkouts, jurisdictional disputes, or other direct or indirect forms of pressure by the Employees covered by this Agreement or by the Union.

In the event differences or disputes should arise between Employer and the Union or its members as to the meaning and application of this Agreement, or should any local trouble of any kind arise in any location, there shall be no suspension of work by the Employees on account of such differences.

**ARTICLE XIV**

**CAPTIONS AND TERMS**

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Wherever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, it shall equally include the other.

**ARTICLE XV**

**SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

**ARTICLE XVI**

**BULLETIN BOARDS**

The Employer agrees to provide the Union with a bulletin board, however, all material to be posted requires the approval of the Employer prior to posting.

**ARTICLE XVII**

**GRIEVANCE AND ARBITRATION**

**Section 1. Definition:** A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an Employee, Employer, or of the Union which involves the interpretation, application of or compliance with the provisions of this Agreement.

**Section 2. Procedure:**

**Step I** The Shop Steward must discuss the grievance with the grievant's immediate supervisor in order to initiate a grievance. The Employee may accompany his steward, if he so desires. The supervisor shall render a decision within forty-eight (48) hours after the conclusion of the Step I hearing. If no decision is rendered, it shall be assumed that the grievance is denied.

**Appeal** The Union may appeal a denied grievance to Step II within forty-eight (48) hours after the receipt of the Employer's decision. Such appeal shall be in writing to the project manager or other head of the Company's operation at the installation.

**Step II** The Employee shall be represented by the Shop Steward or Union Representative. The installation head shall meet with the Steward or Union Representative as expeditiously as possible. A decision by the Employer shall be rendered within seven (7) days. If a decision is not rendered after seven (7) days it shall be assumed that the grievance is denied.

**Appeal** The Union may appeal a denied Step II grievance to arbitration.

Step III Arbitration In the event the Union elects to arbitrate the grievance, it shall be heard by an arbitrator to be designated by the Federal Mediation and Conciliation Service, under procedures set by them, whose decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties.

**ARTICLE XVIII**

**VACATIONS**

All Employees shall receive vacations as follows:

**Section 1.** All Employees with one (1) year or more service shall earn and be entitled to two (2) weeks vacation with full pay. All Employees with five (5) years or more of service shall earn and be entitled to three (3) weeks vacation with full pay. All Employees with ten (10) years or more of service shall earn and be entitled to four (4) weeks vacation with full pay.

**Section 2.** When a holiday occurs during or immediately preceding the Employee's vacation, the Employee shall be entitled to an extra day's vacation or pay in lieu thereof, provided the holiday is one that would have been received had the Employee been working.

Vacation dates will be picked by seniority during the month of January each year. Vacation dates may be changed by the Employee with two (2) weeks notice. After January 31, Employees may only pick vacation dates that other Employees have not applied for.

**Section 3.** Employees who have worked at more than (1) schedule of hours, shall receive pro rata vacation. Employees who have been on leave of absence for more than thirty (30) days except if as a result of a work-related injury, shall receive pro-rata vacation.

**ARTICLE XIX**

**UNIFORMS**

The Employer agrees to furnish the Employees sufficient work uniforms to be worn during working hours while on duty.

**ARTICLE XX**

**SUCCESSORSHIP**

This Agreement embodies the entire Agreement between the Employer and the Union and shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business or in the directing of the

working force. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued sick leave and seniority the Employees may have accumulated during their employment with the previous Employer.

**ARTICLE XXI**

**FUNERAL PAY**

Employees will be granted an excused absence for such time as may reasonably be needed for the purpose of attending the funeral of a member of his immediate family and will be paid his normal straight time hourly rate for any or all of three (3) consecutive scheduled working days during the period beginning with the day of death and ending with the day of the funeral (after such funeral). To be eligible for payment, an Employee must produce some evidence of said death in the form of public notice or its equivalent. "Immediate family" shall be construed to mean husband, wife, child, mother, father, brother, sister and mother and father of wife or husband.

**ARTICLE XXII**

**JURY DUTY**

Any Employee summoned for Jury Duty will be excused from work upon presentation of the court notice to his immediate supervisor. When the Employee who has been excused returns to work he will be paid the difference between his normal straight time earnings lost and the fees received from the court, provided he submits evidence of the total amount received from court and the dates served. Only the number of days on which Jury Duty is performed are counted in calculating payment, and Employees will not be required to work on such days.



**ARTICLE XXIII**

**WAGES**

The following wages shall be in effect during the term of this Agreement:

	<b>Effective 12/01/1999</b>	<b>Effective 12/01/2000</b>	<b>Effective 12/01/2001</b>	<b>Effective 12/01/2002</b>	<b>Effective 12/01/2003</b>
<b>Lead Cleaner</b>	\$9.23	\$10.37	WAGE OPENER	WAGE OPENER	WAGE OPENER
<b>Lead Day Matron</b>	\$10.40	\$11.69	WAGE OPENER	WAGE OPENER	WAGE OPENER
<b>Day Matron</b>	\$8.20	\$9.21	WAGE OPENER	WAGE OPENER	WAGE OPENER
<b>Utility Cleaner</b>	\$8.75	\$9.41	WAGE OPENER	WAGE OPENER	WAGE OPENER
<b>Cleaner</b>	\$8.20	\$8.86	WAGE OPENER	WAGE OPENER	WAGE OPENER

Employees shall be compensated at a rate of time and one-half (1 ½) for all hours in excess of eight (8) hours per day or forty (40) hours in one (1) week.

**ARTICLE XXIV**

**HEALTH & WELFARE**

The Employer shall provide insurance coverage for the Employees covered by this Agreement. The plan shall be identified as IUOE, Local 99 Health and Welfare Plan.

<b>Effective</b>	<b>12/01/1999</b>	<b>12/01/2000</b>	<b>12/01/2001</b>	<b>12/01/2002</b>	<b>12/01/2003</b>
<b>Health &amp; Welfare Contribution</b>	\$1.05/hr	\$3.43/hr.	Wage and Fringe Benefits Reopener	Wage and Fringe Benefits Reopener	Wage and Fringe Benefits Reopener

**ARTICLE XXV**

**SICK LEAVE**

Effective December 1, 2000, every employee will be entitled to six (6) days pay per year earned at the rate of one (1) every two months. All unused sick leave will be paid at the end of the contract year. Employees in leave of absence for more than thirty (30) days will not be eligible for sick leave.

ARTICLE XXVI

TERM OF AGREEMENT

This Agreement shall be in full force and effect commencing with the 1st day of December 1999, to and including the 30th day of November 2004, and shall be automatically renewed from year to year thereafter unless terminated or changed in the manner provided herein. In the contract year 2001, the contract will reopen for the purpose of negotiating wages and fringes. Should the Employer or Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the other at least sixty (60) days prior to November 30, 2004 or any anniversary date thereof.

OLYMPUS BUILDING SERVICES 5 Taylor Avenue Doylestown, Pennsylvania 18901

For: EMPLOYER

For: UNION

Olympus Building Services  
5 Taylor Avenue  
Doylestown, PA 18901

International Union of Operating  
Engineers, Local 99-99A  
2461 Wisconsin Avenue, NW  
Washington, DC 20007-1862

By: Anthony C. Huggle  
Signature:

By: Louis J. Cernak, Jr.  
Business Manager

President  
Print Title:

3/14/2000  
Approved

By: Ray D. Lambert  
President

By: Michael R. Murphy  
Recording Corresponding Secretary

**ARTICLE XXVII**

**RULES AND REGULATIONS**

ATTACHED AS PART OF THIS AGREEMENT

**SUBSTANCE ABUSE POLICY**

The Company and the Union agree to the following:

This policy is implemented for the safety, health, security and productivity of everyone employed by our Company. It supersedes any other Company policy or practice on this subject.

Changes to this policy shall be subject to applicable law and pursuant to negotiations with the applicable labor organization. The Company reserves the right, in its discretion, to test for the presence of narcotics in the following situations:

1. Where an Employee causes a safety infraction or work-related accident resulting in bodily injury or damage to property.
2. Where an Employee engages in specific behavior on the job site that demonstrates probable cause to believe that the Employee is so impaired as to affect his or her work on the job site (subject to the conditions set forth in Section 3 below).
3. Testing may not be implemented under Section 2 above unless: (1) the behavior that demonstrates probable cause is observed and verified in writing by at least two persons in a supervisory position; (2) the Employee is provided an opportunity to explain his or her behavior.

The decision to test for drugs shall be made as quickly as possible, with the goal of having the Employee tested within twenty-four (24) hours after the incident or accident occurs or a reasonable suspicion is determined. Every effort will be made to hold confidential from all other Company Employees the information discussed in the context of this decision, including the Employee(s) involved and the subsequent results of any tests conducted, except for those managers who have a need to know and as circumstances dictate.

All Employee substance abuse testing, when deemed appropriate, will be conducted by a laboratory certified by the National Institute on Drug Abuse or other entity on behalf of the U.S. Department of Health and Human Services (HHS) in accordance with the guidelines set forth in the federal regulations promulgated by HHS. Specimen collection, and reporting procedures for drug testing, will be in accordance with the guidelines set forth in the HHS regulations, including the following:

- a. The laboratory shall meet the security and chain of custody guidelines set forth in HHS regulations.
- b. The laboratory shall perform an initial screening test as set forth in HHS regulations. A specimen shall be identified as positive on the initial screening test if it exceeds the cutoff levels for that test set forth in the HHS regulations.
- c. A specimen identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in the HHS regulations.
- d. The laboratory shall report as negative all specimen which are negative on the initial screening test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- e. The laboratory shall retain and place in properly secured long term frozen storage for a minimum of one (1) year all specimens confirmed positive, or for additional periods of time as required by HHS regulations.

If an Employee's specimen is reported positive for a specific drug, the Employee shall have the right to an independent test on the same specimen at his or her own expense, however, the Company need not delay taking any disciplinary action it deems necessary or appropriate until such results are available. The sample shall be transported directly from laboratory to laboratory with chain of custody precautions in place.

#### **VIOLATIONS OF POLICY**

A. If an Employee's test shows positive, an intervention interview will be conducted by his management. The Employee will be confronted with our firmly expressed intention to resolve the problem. The Employee will be given a period of time to correct their problem. If the problem has not been corrected during this period of time, the Employee may be suspended or terminated.

Benefits will be paid if an insured individual has charges for treatment of drug rehabilitation while confined in a hospital or other licensed rehabilitation facility. The benefits under this provision will be paid on the same basis as for other illness, except that the benefits will not be paid for more than a total of thirty (30) days of inpatient treatment in each calendar year or more than ninety (90) days of such treatment in an individual's lifetime.

B. It shall be a violation for an Employee to fail to cooperate in the questioning, search or testing.

C. Any Employee discovered to be in possession of illegal drugs will be terminated.