

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Tatitlek Training Services, Inc.**

**Truck Drivers Heavy Low Hazmat**

**Fort Bliss, TX**

**-and-**

**International union of Operating Engineers**

**Local 351, AFL-CIO**

**El Paso, TX**

**Effective September 30, 2018 – September 29, 2021**

**TABLE OF CONTENTS**

1. RECOGNITION .....	3
2. UNION SECURITY .....	3
3. CHECK-OFF AUTHORIZATION .....	4
4. MANAGEMENT RIGHTS .....	5
5. SUBCONTRACTING .....	5
6. UNION VISITATION AND BULLETIN BOARD .....	5
7. SHOP STEWARD .....	6
8. SUPERVISORS AND BARGAINING UNIT WORK .....	7
9. STRIKES AND LOCKOUTS .....	8
10. DRUG AND ALCOHOL TESTING .....	9
11. GREIVANCE PROCEDURE .....	9
12. ARBITRATION PRODEDURE .....	9
13. NEW EMPLOYEES .....	12
14. SENIORITY .....	13
15. LEAVE OF ABSENSE .....	14
16. SHAREHOLDER PREFERENCE .....	15
17. LAYOFF AND RECALL .....	15
18. WORK WEEK .....	15
19. WAGES .....	16
20. OVERTIME .....	16
21. SCHEDULING .....	17
22. HOLIDAYS .....	17
23. VACATION .....	17
24. PERSONAL TIME OFF .....	19
25. PERSONAL PROTECTIVE EQUIPMENT .....	19
26. BENEFIT PLANS PARTICIPATION .....	20
27. DISCIPLINE AND DISCHARGE .....	20
28. ATTENDANCE .....	22
29. SEVERABILITY CAPTION AND TERMS .....	25
30. SCOPE OF BARGAINING .....	25
31. DURATION .....	27
SCHEDULE A .....	28

## ARTICLES OF AGREEMENT

THIS COLLECTIVE BARGAINING UNIT AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> Day of September 2018 between Tatitlek Training Services, Inc. (herein referred to as "Employer" or "Company"), located at 1010 Chaffee Road, Fort Bliss, Texas 79916, and International Union of Operating Engineers Local 351, AFL-CIO- with offices at 6967 Commerce St., El Paso, TX 79915 and 111 E. Coolidge, Borger, Texas 79007 (hereinafter referred to as the "Union").

### RECOGNITION

- 1.1 Company recognizes LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO as the sole Collective Bargaining Agent for all employees within the scope of this Agreement in all matters concerning wages, hours of work and other conditions of employment.
- 1.2 The words "employee" or "employees" as used in this Agreement shall refer only to all Truck Drivers Heavy Low Hazmat working at Fort Bliss, TX and McGregor Base Camp, New Mexico, employed by the Company at Fort Bliss Texas pursuant to Services Contract No.

### 2. UNION SECURITY

- 2.1 All present employees who are members of the Union on the effective date of this Agreement shall remain members as a condition of employment. All present employees who are not members of the Union, and all new employees hired hereafter, shall as a condition of employment, become members of the Union as of the effective date of this Agreement, or not later than the 31<sup>st</sup> day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement in accordance with Section 8(a) (3) of the Labor Management Relations Act and any amendments or additions thereto. Failure to comply with this requirement shall be a cause for discharge of the employee, upon written notification to the Company, by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit.

**2.2** When the Union advises an employee in writing that he or she is delinquent in the tender of fees or dues as required, the Union shall send a copy of the notice to the Company.

**2.3** The Union further agrees to save the Company harmless from any legal actions growing out of this Article that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

### **3. CHECK-OFF AUTHORIZATION**

**3.1** Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay initiation fees and uniform monthly dues, payable to the Union on the fourth (4<sup>th</sup>) week of each month.

**3.2** The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

**3.3** The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

**3.4** If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give thirty (30) day advance written notice of such to the Company and the impacted employees.

#### **4. MANAGEMENT RIGHTS**

**4.1** The Company retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Company retains the right to direct the working force, including the determination of crew composition; creating, consolidating or abolishing job classifications or duties; hiring; promotion; transfer; assignment of employees; to discipline or discharge employees for just cause; to schedule work, including overtime work; to adopt rules, policies and procedures not inconsistent with the terms of this Agreement; to reduce the workforce; and to structure its operations, including where deemed appropriate by the Company, to consolidate and/or reorganize operations for valid business purposes.

#### **5. SUBCONTRACTING**

**5.1** The Company shall have the right to subcontract any work covered by this Agreement provided the sole intent of such subcontracting is not to diminish the size of the bargaining unit.

#### **6. UNION VISITATION AND BULLETIN BOARD**

**6.1** The Business Representative of the Union, or a duly authorized representative of the Union, may enter the Company's premises at reasonable times during working hours to confer with the Company, the Shop Steward and/or a unit employee for the purpose of administering the Agreement or other official union business, provided, however, such representative shall first telephone or write to the Company's Project Manager to make mutually convenient arrangements for the visit and obtain authorization from the Company for the visit. The Union representative shall advise the Company's Project Manager of his/her visit, the purpose therefore, and the individuals with whom he/she may wish to confer.

**6.2** The Union representative shall advise the Company of his/her visit, the purpose therefore and the individuals with whom he/she may wish to confer.

**6.3** The Union representative shall, during the course of a visit, conduct himself/herself so as not to cause any interference with the operation of the facility or the work of any employee. The Union representative shall not exceed the visitation authority granted by the Company.

**6.4** An employee grievant or Union shop steward may be released from his/her duty to confer with the Union representative, at a time mutually convenient to the Company, employee and union representative. All such meetings shall be of reasonable duration and not unduly prolonged and not interfere with the operations of the Company. In addition, all such conferences shall take place in a non-work area of the facility.

**6.5** No Union meetings shall be held on the Company's premises at any time.

**6.6** The Company shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. The Union agrees that the Company shall be provided with a copy of all notices 48 hours prior to posting and such posting shall require Company prior approval. The Union agrees that notices shall not disparage the Company or its representatives. Notices not permitted to be posted on the Base or otherwise not permitted by a Customer are prohibited.

**6.7** Employees shall not engage in solicitation when either the employee soliciting or the employee solicited is on working time, in a working area, or in immediate passenger/client areas at any time. Employees shall not engage in distribution of literature during working times or in working areas of the facility, the vehicles, or in the immediate passenger/client areas at any time.

## **7. SHOP STEWARD**

**7.1** The Union shall designate two (2) employees as shop steward. Immediately following designation of said shop steward, the Union shall confirm their appointment by written notice to the Company.

**7.2** In addition, one bargaining unit member may be designated alternate steward. The Union shall provide the name of the alternate steward to the Company in writing.

**7.3** The alternate steward may engage in activities in this section only when the shop steward is on vacation or otherwise absent from work.

**7.4** The activities of the shop steward shall not interfere with the performance of his/her work or the work of other employees of the Company. Any time spent by the shop steward on Union matters or acting in his/her capacity as shop steward will not be compensated by the Company.

**7.5** The shop steward may not communicate with employees, the Union, or representatives of the Company concerning Union business on working time without first obtaining the permission of his/her immediate supervisor or other representative of the Company.

**7.6** The authority of the shop steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

**7.6.1.1** The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; and

**7.6.1.2** The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:

Have been reduced to writing; or

If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work, or any other interference with the Company's business.

**7.7** None of the foregoing activities set forth in this Section may take place during working time without the express permission of the Company.

**7.8** The shop steward has no authority to take strike action, or any other action interrupting the Company's business.

## **8. SUPERVISORS AND BARGAINING UNIT WORK**

**8.1** The Union recognizes the right of the Company the exclusive choice in the selection of its supervisory and other employees. The Company agrees that employees not included in the bargaining unit will not perform work ordinarily performed by bargaining unit employees, with the following exceptions:

**8.1.1** Work that would not replace or displace a bargaining unit employee;

**8.1.2** Work that would be unreasonable to assign to a bargaining unit employee;

**8.1.3** In experimental and/or developmental work;

**8.1.4** To demonstrate, instruct, assist or train;

**8.1.5** To overcome service difficulties and to avoid interruption of schedules;

**8.1.6** To prevent an accident or injury or prevent equipment or production damage;

**8.1.7** To make adjustments;

**8.1.8** To verify the performance of equipment;

**8.1.9** To assure the quality of services;

**8.1.9.1** Work when the military requires it to be completed by military or Government personnel;

**8.1.9.2** When bargaining unit employees are not immediately available to perform the required work; and

**8.1.10** When required in an emergency.

**8.2** Work that is subcontracted in accordance with Article 5 of this Agreement is also an exception to this Article.

## **9. STRIKES AND LOCKOUTS**

**9.1** As long as this Agreement remains in force, there shall be no interruptions, slowdowns or stoppages of work, honoring of picket lines, strikes or sympathy strikes by the Union and no lockouts by the Company for any reason whatsoever.

**9.2** In the event of any strike, slowdown, work stoppage, honoring of a picket line or any other interference or interruption of work prohibited by this Agreement, the Union shall designate a representative to meet immediately with such employees to advise them



that their conduct is in violation of the contract, subjects them to disciplinary action both by the Company and under the Union constitution and bylaws and otherwise to persuade them to bring such unlawful activity to an immediate halt.

**9.3** The failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for immediate discipline, up to and including termination of employment. The Company shall be entitled to assess varied levels of appropriate discipline in accordance with the relative culpability of the employees involved. The Union may seek arbitration of any such disciplinary decision.

## **10. DRUG AND ALCOHOL TESTING**

**10.1** Drug and alcohol testing shall be administered in accordance with the Company's Drug and Alcohol Policy and Department of Transportation (DOT) drug and alcohol testing requirements for Commercial Driver's License (CDL) holders.

## **11. GRIEVANCE PROCEDURE**

**11.1.1** Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

**11.1.2** All grievances must be presented by the Union in writing to the Company at every step. Such writing shall specify the acts upon which the grievance is based and the particular provisions of this Agreement allegedly violated by said acts.

**11.1.3** Failure on the part of the Company to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. Failure on the part of the Union to timely grieve or advance a grievance to the next step shall bar further processing of the grievance.

**11.1.4** It is mutually understood and agreed that nothing herein will prevent an employee from discussing any problem with his supervisor or other representative of the

Company at any time, with or without his/her Union shop steward, prior to initiating a formal grievance.

**11.1.5** Any grievance or dispute must be submitted to the Company within five (5) calendar days after the occurrence of such grievance or within five (5) calendar days after the Union or employee, by use of reasonable diligence, could have known of the occurrence of the act upon which such grievance is based. Any grievance not initially raised within the said period of time and pursued thereafter in a timely manner as set forth below shall be deemed to be waived.

**11.1.6** Where a grievance protests the discharge of an employee, the Company and the Union mutually agree to waive Steps 1 and 2 of the grievance Steps, so as to permit the grievance to be referred directly to Step 3.

## **11.2**      **Grievance Steps**

**11.2.1 Step 1:** The aggrieved employee and/or Union representative shall present the grievance to the employee's Assistant Project Manager (APM) within the time limits set forth in Section 11.1.5 herein. The APM shall respond within seven (7) calendar days after the initial presentation.

**11.2.2 Step 2:** If the grievance has not been adjusted in Step 1, or if the APM has not responded within the stated seven (7) calendar day period, the aggrieved employee, shop steward or Union representative may present it, in writing, within the next seven (7) calendar days to the Project Manager who shall respond within ten (10) calendar days.

**11.2.3 Step 3:** If the grievance has not been adjusted in Step 2, or if the Project Manager has not responded within the stated ten (10) calendar day period, the aggrieved employee, shop steward or Union representative may present it, in writing, within the next fourteen (14) calendar days to the Company's General Manager who shall respond within fourteen (14) calendar days.

**11.2.4** The time limits herein may be extended by mutual agreement and neither party will unreasonably object to such request for an extension.

## **12.0 ARBITRATION PROCEDURE**

**12.1** If the grievance is not settled satisfactorily in Step 3 of Section 11.2.3, or if the Company does not respond within the time limit established in Step 3 of Section 11.2.3, then within seven (7) calendar days from the receipt of the Company's answer in Step 3, or from the date said answer was due, the Union will have the right to request to arbitrate the grievance, provided arbitration thereof is not precluded by this Agreement.

**12.1.1** The Union's right to arbitrate shall be limited to the precise issues and provisions of this Agreement set forth in the Union's written statement of the grievance as initially presented to the Company.

**12.1.2** It is further understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the Union and members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

**12.2** The Union shall submit the grievance in writing to the Federal Mediation and Conciliation Services ("FMCS") and send a copy of such letter to the Company. The union shall specify the issues to be arbitrated and the clauses of the collective bargaining agreement upon which it bases its claim. In the letter to the FMCS, the Union shall request the FMCS to furnish it and the Company identical lists of seven (7) persons eligible to serve as Arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party which requested arbitration will alternate in striking a name from the list until only one name remains.

**12.3** The award of the Arbitrator so appointed shall be final and binding upon the parties.

**12.4** The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Any award of back pay or benefits shall not begin any more than five (5) days prior to the date the grievance is filed. Back pay or benefits shall be limited to the amount of wages and benefits the aggrieved employee otherwise would have earned from employment. Any award of back pay or benefits shall be offset by any unemployment earnings, other outside earnings, or other offsets deemed appropriate to the Arbitrator.

- 12.5** Only one (1) grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.
- 12.6** The cost of arbitration, which shall include the fees and expenses of the Arbitrator, and an original of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.
- 12.7** Any claim or suit for damages alleging a violation of Article 9 (No Strike Clause) of this Agreement shall not be subject to arbitration.

### **13. NEW EMPLOYEES**

- 13.1** All newly hired employees of the Company who are hired on or after the effective date of this Agreement, whether or not previously employed by the Company, shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) working days commencing with the day first worked after hire. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing the said ninety (90) day period.
- 13.2** Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.
- 13.3** Notwithstanding any other provision of this Agreement, the Company may at any time during or on the last day of the probationary period, layoff, discipline or discharge such probationary employee, and the Company's action with respect to such probationary employee shall not be made the subject matter of the grievance or arbitration procedure by the employee or Union.
- 13.4** Probationary employees are those who have been employed for a period of ninety (90) calendar days or less.

## **14. SENIORITY**

**14.1** Company Seniority shall be defined as the employee's length of continuous service with the Company in the bargaining unit commencing with the date on which the employee began to work after last being hired by the Company or a previous contractor performing the services in accordance with the Service Contract Act. If two or more employees are hired on the same date then seniority shall be decided by the employees' last four numbers of their respective social security number, lowest to highest.

**14.2** The Seniority list shall be prepared by the Company and shall be posted January 1<sup>st</sup> of each year and shall be revised each six (6) months thereafter. Such list shall 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. Such list shall be posted in a visible place where all the employees can see it.

### **14.3 Accrual of Company Seniority:**

- a. Company seniority shall not accrue to probationary employees during the probation period. However, at the successful completion of the Probationary period, the employee's seniority shall be considered to commence from the date first worked after hire, and shall accrue during his/her continuous employment with the Company within the bargaining unit covered by this Agreement.
- b. Company Seniority shall accrue and not be lost during an employee's vacation.
- c. A full time employee on approved Leave of Absence in accordance with Article 15 shall continue to accrue seniority during their leave of absence.

### **14.4 Loss of Company Seniority**

- a. An employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:
  - i. Voluntary quit

- ii. Discharge for just cause
- iii. The employee has been laid off for less than six months and the employee does not return to the service on or before a date specified in a Registered Mail Letter form the Company, mailed to the employee's last known address offering such re-employment, which date shall not be prior to five (5) days after mailing such notice.
- iv. An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if he/she is again employed by the Company. The failure of the Company to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **15. LEAVE OF ABSENCE**

- 15.1** Full time employees with at least one (1) year of service may be, at the sole discretion of the Company, granted one leave of absence without pay for a period not to exceed thirty (30) calendar days in any one year.
- 15.2** The Company will endeavor to return the employee to his/her position and shift depending upon the operational needs of the Company at the time. However, the employee will be returned to an open position the employee is qualified to fill.
- 15.3** The employee must return to active duty at the end of his/her leave in order to retain employment. Failure to return from leave on the designated return date will result in the termination of the employee.
- 15.4** The employee may not work elsewhere during the leave. In the event an employee works during a leave the employee will be terminated.

#### **16. SHAREHOLDER PREFERENCE**

- 16.1** The Union recognizes that an Alaska Native Corporation owns the Company and the Company has a legitimate interest in advancing shareholder employment

opportunities. As a result, shareholders, as determined by the Alaska Native Claims Settlement Act, may be given preference in all phases of employment.

### **17. LAYOFF AND RECALL**

- 17.1** In the event the Company finds it necessary to reduce its staff by laying off employees, it shall notify the Union as expeditiously as possible of its intention and shall inform the Union of the names of the employees who have been or who are to be laid off, as well as the effective date of the layoff.
- 17.2** In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If further layoffs are necessary, the employee with the least seniority shall be laid off first.
- 17.3** Whenever a vacancy occurs during a period of a layoff, the last employee laid off will be the first recalled. Recall shall thereafter continue, as above, in reverse order of layoff.
- 17.4** In the event an employee is offered another job by the Company outside the bargaining unit and the employee accepts such job and leaves the bargaining unit such employee shall lose all his seniority rights under this Agreement.
- 17.5** It shall be the responsibility of the employee to keep the Company informed of his/her present address and telephone number and to notify the Company, in writing, of any such changes within two (2) days of the date of any change.

### **18. WORKWEEK**

- 18.1** A normal workweek of all full-time employees shall consist of forty (40) hours per week.
- 18.2** The recitation of this number of hours per week does not and shall not imply any guarantee of a forty (40) hour workweek or an eight (8) hour work day.
- 18.3** The specific starting and terminating times shall be assigned by the Company consistent with the needs of the Company.
- 18.4** The normal workweek shall be Sunday through Saturday.

- 18.5** The time designated for any rest period, as well as the number of employees taking the rest period at any given time, shall be determined solely by the Company.
- 18.6** Each employee shall have two (2) regularly assigned days off in each forty (40) hour workweek and. Should an employee be assigned to work on either of his/her assigned days off, or both, shall be paid overtime accordingly, but shall not be reassigned alternate days off to avoid payment of overtime.
- 18.7** Employees shall take an unpaid thirty (30) minute meal period as directed by the employer.
- 18.8** The Company may allow employees to make up for lost time due to a pre-approved leave of absence. Such pre-approval and make up for lost time will be scheduled by the Employer, at their sole discretion, to meet the employer/client needs.

## **19. WAGES**

- 19.1** The wage rate is set forth in Schedule "A".

## **20. OVERTIME**

- 20.1** Actual time worked in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay.
- 20.2** Employees are required to work any overtime assigned by the Company.
- 20.3** No overtime shall be paid unless such overtime work has been specifically authorized by the Company.
- 20.4** When the Company determines overtime work is necessary, the overtime work will be assigned:



**20.4.1** First, to the employee-on-the-job working regularly scheduled work hours in the classification requiring overtime work.

**20.4.2** Second, where the employee-on-the-job cannot be identified or additional employees are needed, the overtime work will be assigned by seniority to those employees in that classification who are qualified to perform the required work and immediately available.

**20.4.3** Third, if additional employees are needed, the Company may have the work performed by individuals not subject to this Agreement.

## **21. SCHEDULING**

The intent of this provision is to distribute hours fairly among the employees, to avoid use of overtime, and to provide the most efficient and cost-effective service for the customer.

All employees will be assigned to Team A, B, C or D at management's sole discretion.

The normal work week is four (4) ten (10) hour days with the followings shifts assigned:

- The first shift is from 5:00 AM – 3:30 PM with a ½ hour unpaid lunch period.
- The second shift is a flexible reporting time depending upon mission requirements. Generally, employees will report between 10:00 AM – 2:30 PM and work 10 hours with ½ hour unpaid meal break.

Every 3 months the teams will rotate shifts

All employees will have two (2) consecutive days off and one (1) day off per workweek.

Based on the needs of the government, the Company can implement a Monday – Friday eight (8) hours per day schedule. The Company will meet with the Union in advance to coordinate the change in scheduling.

The Company understands that the employees and the Union have a preference for a work schedule of four (4) ten (10) hour days and the Company will attempt to accommodate that preference.

In an emergency the Company may schedule employees at its discretion.

**22. HOLIDAYS**

**22.1** The Company will pay eligible employees for the following holidays not worked:

New Year's Day	Labor Day
Martin L. King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Columbus Day
Independence Day	Christmas Day

**22.2** If an employee works on any of these holidays, he/she shall be paid the applicable wage rate for hours worked plus holiday pay up to eight (8) hours.

**22.3** Should a holiday fall on a weekend, the day designated by the federal government shall be recognized as the holiday.

**22.4** If another federal holiday is declared by the federal government and incorporated into the Service Contract Act such holiday shall be considered a holiday with pay under the terms of this Agreement.

**22.5** If a holiday falls within an employee's vacation period, the employee shall be paid holiday pay in accordance with the Service Contract Act in addition to vacation pay.

**22.6** In order to be eligible for holiday pay, the employee must work his/her last scheduled work day immediately preceding the holiday, his/her first scheduled work day immediately following the holiday, and the holiday itself if scheduled to work on the holiday.

**22.7** Part time employees are eligible for pro rata holiday pay based on hours worked in the preceding week in accordance with the Service Contract Act.

## **23. VACATION**

**23.1** An employee who shall have attained the years of continuous service specified in the following table shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table:

<b><u>Years of Service</u></b>	<b><u>Entitlement</u></b>
<b>23.1.1</b> After One (1) Year of Service	Ten (10) Days
<b>23.1.2</b> After Five (5) Years of Service	Fifteen (15) Days
<b>23.1.3</b> After Fifteen (15) and Above Years of Service	Twenty (20) Days

**23.2** The Company shall have the exclusive right to fix and determine the vacation schedule; however, whenever practicable the Company will give consideration to the wishes and Company Seniority of the employees in scheduling vacation, but such schedule will be governed by operational requirements of the facility.

**23.3** Vacation payment will be calculated on the basis of an employee's straight time rate of pay in existence at the time of vacation.

**23.4** Vacation accrual for all part time employees shall be prorated in accordance with the Service Contract Act.

**23.5** Vacation shall be available for use on an employee's anniversary date.

**23.6** Employees, who are laid off or otherwise removed from the payroll, shall be paid any granted vacation.

**23.7** Vacation may be used in four (4) hour increments.

## **24. SICK LEAVE**

**24.1** Employees are entitled to sick leave, with pay, at the employee's regular rate of pay, as identified in Schedule "A". The Company requires medical proof of illness for absences in excess of three (3) consecutive days, or as needed based on individual

circumstances, and failure to provide said proof may result in non-payment of sick leave pay, as well as disciplinary action. Employees may use sick leave in One (1) hour increments. The Company must provide employees with one (1) hour of paid sick leave for every thirty (30) they work up to fifty six (56) hours of paid sick leave each year.

Unused sick leave accrued but not used from one accrual year to the next will be carried over, however, no employee will be allowed to have a total accrual of more than 56 hours of sick leave at any given time. Unused sick leave carried over from the previous accrual year does not count toward the 56-hour limit in the next accrual year but the employees' amount of paid sick leave at any point in time will be limited to 56 hours.

**24.2** An employee may use paid sick leave for time he or she would otherwise be working on or in connection with a covered contract if he or she is absent because of:

- (1) A physical or mental illness, injury, or medical condition.
- (2) Obtaining diagnosis, care, or preventive care from a health care provider.
- (3) Caring for her/his child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.
- (4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.

## **25. PERSONAL PROTECTIVE EQUIPMENT**

**25.1** The Company will provide the following Personnel Protective Equipment:

- Vests
- Gloves
- Back Brace
- Head Lamps for loading baggage in the cargo bay

- Knee Pads for loading baggage in the cargo bay
- Employees will be reimbursed up to \$70.00 per year based on the anniversary date of this agreement starting on September 30<sup>th</sup>, 2018 for Safety boots that meet OSHA and ANSI or ASTM standard requirement. Employees will be required to provide a receipt for the appropriate safety boots prior to reimbursement. In addition, the employees must show the boots to the Safety Manager to verify the ANSI or ASTM standard requirement.

## **26. BENEFIT PLANS PARTICIPATION**

- 26.1** The Health and Welfare benefit will be paid in accordance with the appropriate Area Wage Determination currently at \$4.27 per hour to the Employer's Health and Welfare Plan for all hours worked not to exceed 40 hours per week. The employee will be responsible for paying the difference through payroll deduction should the elected benefit premiums exceed the current Health & Welfare benefit. In the event that the actual cost of the health insurance provided is less than this amount, the excess shall be contributed into the employee's 401(k) account. Employees will have the option to waive the core health insurance benefits if they have evidence of credible insurance coverage through another source and the health and welfare benefit will be contributed into the employee's 401 (k).
- 26.2** The Employer reserves the right to change the health, welfare and/or pension benefits from time to time which may include changing insurance carriers, benefit levels, deductibles, premium rates and other matters, if deemed necessary by the Employer.
- 26.3** In the event that the fringe rate with the appropriate Area Wage Determination increases during the duration of this Agreement the Employer will determine to either increase the health and welfare benefits or use the increase in the fringe amount to make a contribution to the employee's 401(k) account.

## **27. DISCIPLINE AND DISCHARGE**

**27.1** Just Cause Standard. Nothing in this Agreement shall limit the right of the Company to discipline, demote or discharge any employee at any time for just cause.

If an employee is banned from the Post and/or the workplace by the Government such action shall constitute just cause for immediate discharge under this Article 25.

**27.2** Company and Customer Property. Company and Customer property shall not be used in a careless, abusive, or illegal manner, or for personal purposes. An employee who violates this Section is subject to discipline up to and including discharge.

**27.3** Working Rules. Failure of an employee to comply with working rules, policies or procedures of the Company or Customer, to follow lawful and proper orders or instruction, or to comply with safety rules or practices is grounds for discipline up to and including discharge.

**27.4** Conduct. All employees are required to conduct themselves in a proper and businesslike manner and to be courteous and considerate of all Company employees, the Customer and others they come in contact with. An employee who violates this Section is subject to discipline up to and including discharge.

**27.5** Burden of Proof. The burden of proof for all discipline shall be the "preponderance of evidence standard". The Company shall bear the burden of proof.

**27.6** Misconduct shall ordinarily be dealt with in the following manner:

**27.6.1** First Offense: Verbal Warning and Counseling

**27.6.2** Second Offense: Written Warning

**27.6.3** Third Offense: Suspension deemed appropriate by the Company up to two (2) weeks without pay

**27.6.4** Fourth Offense: Termination

- 27.7** The Employer may skip a step in the progressive discipline in section 27.6 depending upon the severity of the infraction. The severity of the discipline will be determined by the Company based on the nature and frequency of the violation, the employee's prior disciplinary record, the impact of the offense on Company operations, the employee's cooperation and honesty during the Company's investigation of the events of which lead to the discipline, the employee's willingness to accept responsibility and the employee's overall past record and performance.
- 27.8** Discipline issued under section 27.6 will not be used for purposes of progressive discipline after twelve (12) months from the issuance date.
- 27.9** Discharge or suspension must be by proper written notice to the employee, with a copy mailed or delivered to the Union representative. Warning notices of complaints against an employee need not be for the similar or the same reasons for disciplinary action taken by the Employer.

## **28. ATTENDANCE**

**28.1** The Employer expects all employees to assume responsibility for their attendance and timeliness. The Employer understands that occasionally unscheduled absences will be `requires rescheduling and reassignment, creates additional work for other employees and detrimentally affects the ability of the Employer to efficiently service its customer. Whenever possible, personal business (medical appointments, school visits, etc.) should be conducted during off work hours. The following "occurrence based" procedure is intended to encourage regular attendance through corrective discipline.

### **A. Attendance Procedure**

1. An unexcused absence is an absence that is neither covered by Paragraph (A) 3 nor approved by the Company.
2. An "occurrence" is defined as follows:
  - a. A single day of unexcused absence.
  - b. Consecutive days of unexcused absences will be counted as separate occurrences. Each day will be counted as an occurrence; and
  - c. Two (2) unexcused occurrences of tardiness will be counted as one (1) occurrence. Tardiness is defined as follows: not reporting as scheduled at the beginning of the work shift in proper work attire and Personal Protective Equipment (PPE).
3. Provided appropriate notice is given and paperwork timely completed, absences for any of the following reasons will be excused and will not be counted as an occurrence.
  - a. FMLA leaves of absence or other leave of absence scheduled in advance;
  - b. Jury duty or attending court as a witness under compulsory process;
  - c. Paid holidays, if not specifically scheduled to work;
  - d. Paid Time Off (PTO) scheduled in advance;
  - e. Approved unpaid time off, approved by the Project Manager;
  - f. Workers compensation leave;
  - g. Bereavement unpaid leave up to three (3) consecutive days for death of immediate family member provided that the employee provides documentation.
  - h. Medical or sickness circumstances will be labeled "ST" (Sick Time). The first three (3) ST within twelve (12) months will not be counted as unexcused absence and after that ST will not be counted as an unexcused absence provided the employee brings evidence he/she was sick.





employee's scheduled shift. At the time of call-in, the following information must be reported:

- a. The employee's name;
- b. A telephone number where the employee can be contacted;
- c. The reason for the absence or tardy; and
- d. Expected duration of absence and date of return. If the expected duration of absence cannot be determined at the time of the call, the employee must call in no later than the end of his scheduled shift and indicate whether or not he will be coming to work the following day.

Failure to follow the Call-In Procedure will result in appropriate disciplinary action, up to and including termination of employment.

### **31. SEVERABILITY, CAPTIONS AND TERMS**

- 31.1** In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.
- 31.2** In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.
- 31.3** Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, it shall equally include the other and

whenever the masculine or feminine gender is used, it shall equally include the other.

**32. SCOPE OF BARGAINING**


- 32.1** The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 32.2** The Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- 32.3** No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Company, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Company and the Union.
- 32.4** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise. No other past practices or agreements shall affect the interpretation of this Agreement or otherwise bind the parties.

**33. DURATION**

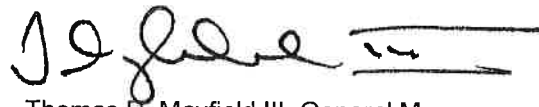
**33.1** This Agreement, signed this 7th day of September, 2018, shall become effective as of September 30, 2018 and shall remain in effect through September 29, 2021 and shall continue from year to year thereafter, unless either party desires to change, modify, or terminate this Agreement by giving ninety (90) days' notice prior to September 30, 2021

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day above written by its proper officers or duly designated representatives.

9/29/18  
Date

Local 351, International Union of Operating Engineers  
BY: 

9/29/2018  
Date

Tatitlek Training Services, Inc.  
  
BY: Thomas D. Mayfield III, General Manager

**Schedule "A"**

<b>Job Classification</b>	<b>Current Rates</b>	<b>9/30/2018</b>	<b>9/30/2019</b>	<b>9/30/2020</b>
Truck Drivers Heavy	\$ 17.87	\$ 21.56	\$ 21.99	\$ 22.43

**Hazardous Pay Differential**

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as lacerations of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.