

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OLGOONIK LOGISTICS LLC.**

**AND**

**TEAMSTERS LOCAL 542**

**May 1, 2019 – April 30, 2023**

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## **AGREEMENT**

This **AGREEMENT**, made and entered into this **1st day May, 2019** by and between **OLGOONIK LOGISTICS LLC.**, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION No. 542** chartered by the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union".

### **ARTICLE 1 — RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time employees employed by the Employer at its facility located at NAF El Centro CA, Bldg. #507 excluding all other employee, office clerical employees and supervisors, as defined in the Act, and as amended and as certified in Case #21-RC-20405 dated December 14, 2001.

All work presently being performed by the bargaining unit shall continue for the duration of this Agreement to be performed by the bargaining unit, provided, however, that the Employer may subcontract work if such work does not displace bargaining unit employees. Customer personnel and supervisors may perform bargaining unit work; however, bargaining unit employees shall not suffer any reduction in scheduled hours as a result of such work.

### **ARTICLE 2 — UNION SECURITY**

#### **Section 1.**

All employees are required to become and remain members of the Union as a condition of employment. New employees are required to become members of the Union within thirty-one (31) days from date of hire, and to remain members of the Union in good standing as a condition of continued employment.

#### **Section 2.**

Employees who do not comply with the provisions of Section 1 shall be discharged by the Employer after the Union shows proof to the Employer that they have sent a registered letter, return receipt requested, to the employee informing said employee as follows:

1. The exact amount due;
2. How the amount was calculated;
3. An exact date that the money must be paid.

#### **Section 3.**

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the Employer for the purpose of complying with this Article.

**Section 4.**

Membership in good standing means-only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

**ARTICLE 3 — CHECK-OFF**

**Section 1.**

The Employer agrees to withhold and to remit promptly to the Union the initiation fee and monthly dues from the pay check of each employee covered by this Agreement, in accordance with a written order which the Union agrees to furnish signed by each individual employee.

**Section 2.**

Such deductions shall be made by the Employer from wages of employees for their first pay period in the calendar month, and will be transmitted to the Union no later than the 25<sup>th</sup> day of the month unless unable to do so because of equipment breakdown, or acts of God.

**ARTICLE 4 — MANAGEMENT RIGHTS**

**Section 1:** The Employer retains the exclusive right to manage its facilities; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the business, whether or not specifically mentioned herein.

**Section 2:** The Union recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the Employer maintains the sole and exclusive right to manage its business in such a manner as it shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the sole and exclusive right to:

Staff, train, hire, promote, demote, layoff, transfer, assign, and direct employees; Suspend, discharge, or discipline employees for just cause; Select and determine the number of employees, including the number assigned to any particular work; Increase or decrease the work force or relieve employees of duties, including layoff employee for lack of work; Direct and schedule the work force; Determine, schedule, and reschedule when overtime shall be worked; Install or remove equipment; Determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer and/or to contract the same; Establish, increase, or decrease the number of work shifts and their starting and/or ending times; Promulgate, post, and enforce reasonable rules, regulations, policies, and procedures governing the conduct and action of

employees during the work hours; Revise and/or rescind such rules and policies; Train employees, establish, determine content of, and implement such training programs; Introduce new and improved methods of operations; Establish, change, combine, or abolish job classifications, and determine job content and qualifications of classifications; Establish and change work schedules and assignments; Expand or diminish services; Set standards of performance for the employees; Establish working conditions; Sell, lease, transfer, or subcontract all or part of the business; Move, transfer, or change the location of part or all of the operations; Determine the work to be performed, qualifications, manning, skill, job content, the employee's performance and methods to be employed; Test for proficiency; Administer random drug and alcohol tests; Establish quality, production and work standards; Determine and redetermine job content and any classifications that are required; Determine and, from time to time, redetermine the qualifications of the employees and to maintain safety and efficiency and order.

The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

**Section 3:** Both parties acknowledge that during the negotiations which resulted in this Agreement, both parties had every right to discuss and did discuss all collective bargaining demands and proposals and that, as a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

**Section 4:** Any of the rights and powers the Employer had before entering into this Agreement are retained by the Employer except as specifically abridged or modified by the express written Agreement with the Union as to the particular subjects.

## **ARTICLE 5 — DISCIPLINARY PROCEDURE**

### **Section 1.**

Employees may be discharged for any reason not prohibited by law, but in case of discharge, the reason shall be given in writing by the Employer to the employee at the time of discharge.

### **Section 2.**

- A. For disciplinary infractions which do not warrant discharge, the Employer agrees to follow the following minimum procedure for same or similar offense:

First Offense: Documented Verbal.

Second Offense: Written warning with or without a suspension of one (1) to three (3) day(s) suspension.

Third Offense: Suspension – written warning with suspension or termination.

Fourth Offense: Termination

- B. After a period of twelve (12) months, written warnings shall not be valid for disciplinary action.

**Section 3.**

The shop steward, or an alternate, shall be present upon an employee's request on steps one (1) through three (3) of the disciplinary procedure. The employee shall receive a copy of any written warning. The union shall receive a copy of the discipline notice within five (5) working days from date of issuance to employee.

**Section 4.**

Under normal circumstances, warning notices will only be considered valid if they are issued within five (5) working days of the event given rise to the notice, or within five (5) working days from the date the Employer first had knowledge of the subject event. Time limits may be extended by Union agreement which will not be unreasonably withheld.

**Section 5.**

Discipline for absences shall begin only after all sick leave hours have been exhausted.

**Safety 6.** Willful disregard of Safety Rules violation will result in termination.

**SAFETY VIOLATIONS:** Progressive consequences as specified below, for safety violations will normally be provided to employees. However, at the company's sole discretion an employee will be discharged from employment if investigation reveals willful disregard for Company or Government safety rules and/or regulations; or, if the violation resulted in serious injury to any individual or significant property damage.

**ARTICLE 6 — SENIORITY**

**Section 1. Definition:**

Seniority, as defined in this Article, length of continuous service, shall be the determining factor in all promotions, layoffs, recalls, scheduled overtime, shift preference, and vacation scheduling.

There shall be two (2) separate seniority list one (1) for full-time employees and one (1) for part-time employees.

**Section 2. Job Openings:**

All job openings (except vacation relief, sickness replacements or leave of absence replacements) shall be posted for five (5) working days at the time clock. All posting shall be dated and timed. Consideration for said openings shall be given to employees within the bargaining unit by seniority before outside hiring can be done.

The Union reserves the right to implement the provisions under Article 12 of this Collective Bargaining Agreement in case there is a disagreement in the interpretation and/or application of this Article.

**Section 3. Break in Seniority**

Seniority means length of employment without a break. An employee's seniority and employee status shall be lost for any of the following reasons:

1. Discharge.
2. Resignation or other termination of service by voluntary act of employee.
3. Continued absence of twelve (12) months or more from work (except those absence protected by law).
4. No show no call for three consecutive days without a bona fide reason.
5. Layoff for one (1) year.
  
6. Fails to report for work within three (3) working days after recall notification (return receipt requested).

**Section 4.**

Probation - New hires shall work on a probationary basis for the first ninety (90) days of employment. During this probationary period, such employees shall be considered as being on trial, subject to immediate dismissal without prior notice, at the sole discretion of the Employer.

Discharge during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement. After completion of the probationary period, the employee shall have seniority as of their date of hire.

**Section 5.**

Shift Bidding - All Full-time employees shall bid their preferred shifts in December of each year, to take affect the following January 1<sup>st</sup>. Part-time employees shall not be part of the bidding process and will be placed where needed as determined by the employer. All shifts shall not be modified or altered in between the bidding periods unless in the case of an unknown event, or in cases of an emergency or at the directive of the NAF.



## ARTICLE 7 - WAGES AND CLASSIFICATIONS

### Section 1.

During the term of this Agreement, the minimum wage rate to be paid to all classifications covered under this Agreement shall be specified below:

<b>Job Title</b>	<b>11/01/19</b>	<b>11/01/20</b>	<b>11/01/21</b>	<b>11/01/22</b>
	4%	3%	3%	3%
Truck Driver	\$26.98	\$27.79	\$28.62	\$29.48
Aircraft Servicer	\$27.49	\$28.31	\$29.16	\$30.04
Fuel Distribution System Operator	\$30.59	\$31.51	\$32.46	\$33.43
Computer Operator IV	\$33.37	\$34.37	\$35.41	\$36.47
Automotive Mechanic	\$33.39	\$34.40	\$35.42	\$36.49

### Section 2.

Any time an employee is requested or required by the Terminal Manager/Alternate Terminal Manager to do work in a higher rated classification during the course of a workday, the employee shall receive the higher rate of pay for the hours worked or the minimum of 2 hours whichever is greater. When an employee is requested to work in a lower rated classification the employee shall receive his scheduled rate of pay for the entire day in which such work is performed.

### Section 3.

Should the Employer establish a new operation, department or classification within the existing bargaining unit, the Employer shall compensate such classification in accordance with the prevailing Wage Determination until such time as the Employer and the Union meet and confer and come to an agreement of the appropriate rate of pay.

### Section 4.

Shift Differential Compensation- Employees assigned to work a shift with a start time of 14:30 shall receive an additional twenty-five (\$0.25) above base rate of their classification.

Employees assigned to work on a weekend day (Saturday or Sunday) shall be compensated an additional fifty-cents (\$0.50) above base rate of their classification.

## ARTICLE 8 — HOURS AND OVERTIME

### **Section 1. Full Time**

Full-Time employees are those employees regularly-scheduled to work forty (40) hours per week. Full-time employees shall be scheduled with two (2) consecutive days.

### **Section 2. Part Time**

Employees who are regularly scheduled to work less than thirty-five (35) hours per week shall be considered part time. Any employee working a weekly average of more than thirty-five (35) hours in any month shall be eligible for Health and Welfare coverage, vacation leave, sick leave.

### **Section 3.**

All employees are to be compensated from the time they start work on any day until discharged from duty, excepting time out for meals.

### **Section 4.**

Overtime - overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked performed in excess of eight (8) hours in one day or in excess of forty (40) hours in any one (1) week. All non-work hours shall not be considered as hours worked for the purpose of calculating overtime entitlement.

### **Section 5.**

All employees shall be granted a thirty (30) minute (uninterrupted) unpaid lunch period per shift. The Company may approve a continuous shift without a designated meal period. As long as the employee waives the meal period in writing and is mutual agreement between the employee and the employer. Such waiver may be withdrawal at any time by the employee.

All employees shall be granted a duty-free ten (10) minute rest period in the first half of their shift and a ten (10) minute duty-free rest period in the second half of their shift. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time.

### **Section 6.**

Any employee who has been released from work and is called back to duty or called to work on a non-scheduled work day shall be paid for all time worked but no less than four (4) hours, whichever is greater. Time worked shall be considered as continuous as per the hours previously worked (in the case of employees called back for duty) and will be compensated at the employee's appropriate overtime rate indicated under Section 4 of this Article.

### **Section 7.**

All scheduled overtime shall be offered in seniority order. The Employer agrees that the most senior employees shall be offered first choice of overtime. If the Employer

still has a need for additional workers for said overtime, then the Employer shall force from the bottom up until enough workers are found to work the scheduled overtime.

**Section 8.**

The employer shall post by Friday of each week the shift schedule for all employees for the following week.

**ARTICLE 9 — VACATION**

**Section 1.**

Full time employees covered by this Agreement shall be eligible for paid time off for vacation after one full year of service as follows: After one year of continuous service, two (2) weeks, after five (5) years continuous service, three (3) weeks and after twelve (12) years continuous service, four (4) weeks. Employees who are eligible will receive full vacation benefits on the anniversary date of their employment and upon each succeeding anniversary date thereafter. In accordance with Labor Standards for Federal Service Contracts (CFR Title 29, Part 4), vacations may not accrue or vest before an employee's anniversary date. Employees who performed similar work at the same facility while employed by the Employer's predecessor will retain the anniversary dates they held in their previous positions.

**Section 2.**

Part-time employees shall have their vacation prorated proportionate to the amount of time the employee worked during the twelve (12)-month period immediately prior to the employee's anniversary date. If 12 months of data is not available due to contract turnover, the Employer may calculate an average of existing hours data to reach the 12-month calculation.

**Section 3.**

After one (1) year of service, eligible employees may request time off for vacation. If after an employee's application for vacation has been approved by the Company, the Company requires the employee to work during the employee's scheduled vacation and the Company is unable to reschedule a vacation for the employee within the employee's vacation period, the employee may carryover his/her vacation to be used within one year of the employee's anniversary date.

**Section 4.**

If a holiday occurs during an employee's vacation, the observance date of the holiday will not count as vacation time.

**Section 5.**

Employees shall submit a request to schedule vacation ten (10) days prior to the requested vacation schedule dates. The ten (10) day advance notice requirement may be waived at the discretion of the Project Manager with the efficient operations of business always receiving priority.

## ARTICLE 10 — HOLIDAYS

### Section 1.

The following named holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

For the purpose of this Agreement, when any one of the aforementioned holidays falls on a Saturday the preceding Friday shall be observed as the holiday. When any one of the aforementioned holidays falls on a Sunday the following Monday shall be observed as the holiday.

### Section 2.

Employees, who report to work on any of the above enumerated Holidays, shall be compensated for all time worked but no less than four (4) hours, whichever is greater, plus holiday pay. If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.

### Section 3.

Part-time employees who are eligible for holiday benefits will receive compensation for the holiday on a pro-rata basis based on the number of hours worked. This holiday pay will be included in each paycheck.

### Section 4.

In order to be eligible for holiday pay, the employee must work his/her last scheduled day before the holiday and the first (1<sup>st</sup>) scheduled day after the holiday, unless on paid vacation or other approved leave.

### Section 5.

All employees shall receive two (2) Floating Holiday per year to be used at the employee's discretion. Part-time employees shall receive two (2) Floating Holiday per year, pro-rated based on the previous year's hours worked to be used at the employee's discretion. Request for Floating Holidays must be submitted at least two (2) working days in advance.

## ARTICLE 11 — SICK LEAVE

### Section 1.

All employees will receive fifty-six (56) hours of sick leave in accordance with EO 13706 on each of the employee's anniversary date to accommodate personal sick leave. Each day of sick leave for an employee shall consist of eight (8) hours and be compensated at the employee's regular rate of pay. Part-time employees shall receive compensation on a pro-rata basis based on the number of hours worked.

**Section 2.**

Sick leave days are not supplemental vacation days or "free days." For absences of three or more consecutive days, the Employer may request a physician's statement describing the nature of the illness and the expected duration. When an employee demonstrates a pattern of absence, the Employer reserves the right to request a physician's statement for absences of less than three consecutive days.

**Section 3.**

Sick leave will be capped at a maximum of fifty-six (56) hours at any one time. An employee may choose to be paid out for unused sick days on their anniversary date.

**Section 4.**

Employees must give prior notification of one (1) hour before scheduled shift to their immediate supervisor when not reporting to work or reporting to work late due to illness.

**ARTICLE 12 — GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

Any question on interpretation of application of this Agreement shall be resolved by this grievance and arbitration procedure. Grievances may be filed either by an individual bargaining unit employee or by the Union. The following procedure shall be observed:

1. The grievance shall be submitted in writing to the immediate supervisor or Union representative. Such submission must be made within ten (10) calendar days of the events giving rise to the grievance or the grievance shall be deemed waived.
2. If an adjustment satisfactory to the aggrieved party is not reached within seven (7) calendar days from the date of submission to the Employer, the aggrieved party or his/her representative shall submit the written grievance to the Human Resources Office of the Employer within twelve (12) calendar days from the date the grievance was initially submitted to the supervisor.
3. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) calendar days after its written submission to the Human Resource Office, either party may demand arbitration within fifteen (15) calendar days after written submission to the Human Resources office of the Employer.

4. In the event arbitration is demanded, the Employer and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon, then the parties shall jointly request a list of five (5) arbitrators from the American Arbitration Association. Upon receipt of the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike-off method shall be used to select the Arbitrator.
5. The Arbitrator thus selected shall be notified of his/her appointment by joint communication of the parties. Arbitration shall subsequently be held in accordance with the procedures set forth herein, and by such further rules and procedures as the Arbitrator shall direct.
6. Each party shall bear its own costs; however, the fees and expenses of the Arbitrator shall be equally shared by the parties.
7. The Arbitrator's decision shall be final and binding on the parties to the extent that it draws essence from the Collective Bargaining Agreement. The Arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
8. The time limit provisions of this Article may be waived or extended by mutual agreement. Failure of either party to comply with the above-referenced time requirements shall constitute a waiver of the right to pursue the grievance.
9. Limitation of Power of Arbitrator - The powers of the arbitrator are limited as follows:
  - a. He/she shall have no power to add to, subtract from, or modify the terms of any Agreement.
  - b. He/she shall have no power to establish wage scales or, except as he/she is herein specifically empowered, to change any wage.
  - c. He/she shall have no power to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by any supplementary Agreement.

## **ARTICLE 13 — SAFETY**

### **Section 1.**

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. All protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer.

For those employees required to wear safety shoes, the Employer will reimburse the employee up to two-hundred dollars (\$200.00) in the month of January of each year for

the purchase of the safety shoes once receipt provided. Replacements may be provided to the employee for normal wear-and-tear of the safety shoes at the discretion of the Project Manager.

Company will provide drinking water at all employee working locations for employee's use. Personal water coolers (minimum of two (2) gallons) shall be provided to all employees working in an area where water dispensers/ fountains are not available.

**Section 2.**

To operate forklifts, machines, etc., employees must first be instructed and qualified.

**Section 3.**

Whenever an employee is required to wear a specific type of uniform, the cost of furnishing and maintaining such uniform will be borne by the Employer. The employer shall provide and maintain a minimum of six (6) work uniforms (pants and shirts) per week to employees. Employee shall be required to use the provided uniform service.

**Section 4.**

Employees are required to immediately report to the Project Manager and/or the Assistant Project Manager any accident or injury, major or minor, which may occur. Failure to immediately report an accident or injury will result in disciplinary action in accordance with Company policy.

**Section 5.**

Vehicles – The Company shall provide seat covers for vehicle seats of vinyl material. It shall not be a violation of this Agreement for an employee to refuse to operate an unsafe vehicle, until the vehicle is brought up to safe operating condition. All vehicles and equipment shall be maintained in a safe working conditions at all times.

**Section 6.**

Licensing and Certifications – The Company shall reimburse for DOT required medical exams and loss of wages. The employee shall be allowed to schedule said appointment during working hours. Employees must provide Managers a minimum of one (1) week advance notice of appointment. The Company shall furnish employees with the use of a Company vehicle whenever possible when travel out of the Imperial Valley is required or compensate the employee for mileage at the current GSA mileage rate.

**ARTICLE 14 — HEALTH AND WELFARE**

**Section 1.**

The Company agrees to contribute the amount listed below per hour paid to a maximum of forty (40) hours per week toward mandatory (Life Insurance and LTD) and elected voluntary benefits (medical and vision and/or dental) provided by the Company for all full-time employees and their legal dependents.

The hourly contribution will be set per the Prevailing Wage Determination as mandated by the Department of Labor. The specific determination will be the Wage Determination in effect as of March 1<sup>st</sup> of each respective year of the Agreement. This amount will change from year-to-year. The rates will be as follows:

02/08/18:	\$4.48 per hour;
05/01/19:	This rate will be based upon the Wage Determination effective on 5/1/19;
05/01/20:	This rate will be based upon the Wage Determination effective on 5/1/20.

Employees who are enrolled together with one (1) dependent in the Employer's health insurance plan shall receive an additional fifty cents (\$0.50) per hour and employees who are enrolled with more than one (1) dependent (i.e., family) in the Employer's health insurance plan will be compensated an additional seventy five cents (\$0.75) per hour (i.e., in addition to the Wage Determination benefit).

### **Section 2.**

The insurance benefits will be in accordance with the Company's established insurance contracts and plans are subject to change when the Company deems necessary. It is understood that the Company contracts with insurance carriers to provide the benefits contemplated under this Article. Interpretation and application of such contracts shall ultimately rest with the insurance carrier and any dispute thereunder shall be between the employee and the insurance carrier and not subject to the Grievance Procedure of this Agreement.

### **Section 3.**

In the event that the Company's contribution is less than the required contribution rate, as determined from time-to-time by the Company, the Company shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Company contribution and the Plan cost, as determined by the Company.

### **Section 4.**

Should an individual's applicable fringe benefit amount be in excess of the costs of the insurance benefits, that employee's residual amount will be deposited in the non-matching Company Sponsored Service Contract Plan 401(k).

## **ARTICLE 15 — SUCCESSORS AND ASSIGNS**

Successorship obligations shall be governed by the Labor Standards for Federal Service Contracts (Title 29, Part 4 of Code of Regulations) and applicable federal labor law.

## **ARTICLE 16 — SEPARABILITY CLAUSE**

### **Section 1.**



The provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government Agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect

### **Section 2.**

It is further provided that in the event any provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

## **ARTICLE 17 — NO STRIKE, NO LOCKOUT**

It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer.

Any employee found guilty of participating in any strike, slowdown or work stoppage will be subject to immediate discharge.

## **ARTICLE 18 — FUNERAL LEAVE**

In case of death in an employee's immediate family (i.e., spouse, mother, step-mother, father, step-father, sister, brother, step children, children, grandparents, grandchildren, mother-in-law, father-in-law), the Employer shall grant such employee up to three (3) days off with pay for attending or arranging the funeral. Proof of death shall be provided if requested by the Employer. In the event of a death in the immediate family, an employee on vacation shall have his/her vacation extended by three (3) days. Part-time employees will receive compensation for funeral leave on a pro-rata bases on the number of hours worked.

In the event that travel of more than two hundred and fifty (250) miles one-way is required, to attend funeral service, the employee may request two (2) unpaid extended funeral leave. The employee may use vacation to receive compensation for the days on extended leave.

## **ARTICLE 19 — JURY DUTY**

### **Section 1.**

Each day that any employee covered by this Agreement and who has completed their probationary period is required to serve on jury duty, and when such service deprives any employee of pay that they otherwise would have earned. The Company agrees to pay such employee for the days of serving on jury duty. The employee shall remit to the employer any monies received by the Juror Commissions for serving on jury duty less

mileage pay for up to ten (10) working days per year. Part-time employees will receive compensation on a pro-rata basis based on the number of hours worked.

**Section 2.**

Return to Work Requirements — If any employee is excused from jury duty service on a scheduled work day, they shall immediately upon release report back to work to complete the remaining hours of their scheduled work shift, unless there is less than (2) hours of time left in their scheduled hours. Employees assigned to work the second and third shift shall not be required to report to work their assigned shift on the same day they were required to serve on jury duty.

**Section 3.**

Certification and Falsification — The employer may request proof of Jury Duty attendance.

**ARTICLE 20 — VISITATION BY AUTHORIZED AGENTS AND STEWARDS**

**Section 1.**

Upon advance notice to the Employer and with the Employer's permission which shall not be unreasonably withheld, an authorized agent of the Union shall have reasonable access to the Employer's premises for the purpose of investigating grievances or other legitimate business concerning matters covered by this Agreement, provided the Union agent does not interfere with the conduct of the Employer's business. If requested, such Union agent may be accompanied by an Employer representative and shall be subject to and comply with all security and access requirements of the facility.

**Section 2.**

- A. The Employer agrees to recognize stewards as appointed by the Union. There shall be no more than one (1) steward and alternate per shift at any one time during the life of this Agreement.
- B. The steward or alternate may assist in the investigation, presentation and settling of grievances during non-work hours, unless authorized by the Site Manager to do so during work hours. Steward or alternate shall not be discriminated against in discharging duties assigned them by the Union.
- C. Shop steward or alternate have no authority to take strike action or any other work stoppage interrupting the Employer's business.
- D. The Employer shall supply new employees with the name of the steward and alternate, and shall inform the steward or alternate of any hires, layoffs, discharges and recalls.

## **ARTICLE 21 — LEAVE OF ABSENCE**

A personal leave of absence is an excused absence without pay and without loss of seniority. All personal leaves must be requested in writing, and submitted to the Site Manager. A personal leave of absence may be granted in writing by the Employer for reasonable cause. Copies shall be sent to the Union. Leave of absence may be granted up to a maximum of three (3) months. A leave of absence will not be granted for the purpose of taking jobs, except a Union position. Military leave will be granted by the Employer to employees in accordance with Federal regulations.

A leave of absence due to disability associated with pregnancy shall be granted up to a maximum of amount allowed by state or federal laws. Employees must provide medical documentation certifying the disability period.

The Company agrees to abide to all provisions of the law in regards to FMLA/CFRLA, ADA, Military etc.

## **ARTICLE 22 — NON-DISCRIMINATION**

The Employer and the Union will not allow any discrimination against any employee because of sex, race, color, religion, age, disability, national origin, sexual orientation, marital status, veterans and Vietnam-era veterans. Nothing in this Agreement shall be interpreted to conflict with the Employer's obligations under the Americans with Disabilities Act.

## **ARTICLE 23 — NOTICE OF LAYOFF**

In the event of layoff of any full time employee exceeding sixty (60) calendar days, the Employer shall give one (1) week's advance notice of layoff or one (1) weeks' pay in lieu thereof; provided that where the layoff is necessitated by a reduction or cessation of contract requirements, the Employer has received the same advanced notice from the customer.

## **ARTICLE 24 — PAY CHECKS**

Errors in pay checks must be corrected within three (3) business days if possible, for hours shown on time cards.

## **ARTICLE 25 — SCOPE OF BARGAINING**

The Employer and Union acknowledge that this Agreement constitutes the sole and entire agreement between the parties and expresses all obligations and restrictions imposed on each of the respective parties during its term.

## **ARTICLE 26 — TERM OF AGREEMENT**

This Agreement shall be effective from **May 1<sup>st</sup> to April 30, 2023** and shall continue from year to year thereafter unless either party indicates a desire to modify or terminate this Agreement by serving written notice on the other party at least sixty (60) days prior to the expiration date.

**OLGOONIK LOGISTICS LLC.**

**TEAMSTERS LOCAL No. 542**

  
\_\_\_\_\_  
Dale Free  
Operations Manager

  
\_\_\_\_\_  
Mike Morales  
Business Representative

Date: 4/30/19

Date: 4/30/19