

**COLLECTIVE BARGAINING  
AGREEMENT**

Between

Alutiiq Logistics & Maintenance Services, LLC

and

Guam Federation of Teachers

AFT Local 1581

AFL-CIO

July 1, 2021 thru June 30, 2024

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## **ARTICLE ONE PARTIES OF AGREEMENT**

This agreement made and entered into this 13<sup>th</sup> day of June 2021 and effective as of July 1, 2021, between Alutiiq Logistics & Maintenance Services, LLC, hereinafter referred to as the Company and the Guam Federation of Teachers, AFT Local 1581, AFL-CIO hereinafter referred to as the Union.

The parties signatory hereto recognize this Agreement as binding upon the Company and the Guam Federation of Teachers, AFT Local 1581, AFL-CIO, the Union for all eligible organized employees of the Company pertaining to Alutiiq Logistics & Maintenance Services, LLC work being performed for the Department Of Defense Educational Activity (DODEA) by the Company.

## **ARTICLE TWO RECOGNITION**

The Company recognizes the Union as the sole and exclusive representative for the purpose of bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following bargaining unit.

All regular full-time and part-time category employees employed by the Employer at all locations at which it performs DODEA contract HE1254-19-D-2019 work on U.S. Government facilities and follow-on contracts or succeeding U.S. Government Contracts covering this work at these or any other locations which may be included under the present or future contracts, thereto for the United States Military Installations, including employees sent on temporary assignment to other areas, but excluding, professional employees, guards and supervisors, as defined in the Act.

Employees that may be added as a result of an increase in the scope of work through the DODEA contracts or its successor shall be covered by this Agreement.

Any successor contractor or subsidiary of the Company is obligated to honor this collective bargaining agreement and the terms of this agreement shall continue for three years or until replaced by a successor agreement.

At such time as a majority of the employees of the Employer at a location not covered by this Agreement, which is not an accretion to any existing bargaining unit, designates the Union as their collective bargaining representative, as evidenced by an NLRB election, they shall be covered by this Agreement, except for Article 24. The content and effective date of Article 24 shall be determined in negotiations between the Local Union representative and the Employer. Should a dispute arise between the parties with reference to the election, either party may refer such dispute to the arbitration procedure contained in the Agreement.

Employees in a unit that is an accretion to an existing bargaining unit shall be covered by this Agreement.

## **ARTICLE THREE PURPOSE AND INTENT**

It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the U.S. Government Contract covered by this Agreement. Further, it is the intent of the parties to secure maximum efficiency of the operation and maximum production of the employees; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee's grievances; and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.

## **ARTICLE FOUR UNION CLAUSE**

All employees covered by this Agreement shall have the opportunity to become and remain members of the Union and to enjoy the benefits that accrue to such members.

The company shall deduct Union membership dues or an amount equal to such dues from wages of each covered employee who has submitted written authorization to do so. Authorization once filled shall be irrevocable, regardless of the employee's Union membership status, for a period not to exceed one year from the date of such authorization and shall be automatically renewed annually on September 1, unless the employee provides a written notice of revocation to the Union by written notice between August 1 and August 31 or upon the termination of the Collective Bargaining Agreement.

The Union shall indemnify, defend and hold harmless the Company against any and all claims or liabilities arising out of the administration of this Article.

## ARTICLE FIVE DUES CHECK-OFF AND AUTHORIZATION FORM

**Section 1.** Upon presentation to the Company of a signed GFT application form signed by an employee. The Company will deduct from the wages due such employee for each pay period, the amount of the Union dues uniformly required as a condition of acquiring or maintaining Union membership. The amount of weekly dues shall be fixed by the Union in accordance with the Constitution and Bylaws of the Union and shall be certified to the Company by the Union as being so fixed.

**Section 2.** The wage deductions referred to in Section 1 of the Article will be remitted monthly by electronic transfer to the Union within fifteen (15) days following the month in which such deductions are made. Together with the monthly dues, the Company will forward by email a list of the employees for whom deductions have been made.

**Section 3.** A check-off authorization or revocation shall become effective on the first day of the pay period following the week in which it is delivered to the Company.

**Section 4.** In the event the Union shall inform the Company of the omission of a dues as to a particular employee for whom a wage assignment form was timely filed, the deduction shall be made out of the next weekly earnings of adequate amount for that employee following the notice from the Union, as long as no revocation letter was timely filed.

**Section 5.** The Union shall indemnify, defend and hold harmless the Company against any all claims or liabilities arising out of the administration of this Article.

**Section 6.** The dues authorization will be made as applicable by federal and state laws.

**Section 7.** For the purpose of this Article, wage assignments shall be in the following form:

I hereby authorize and request my employer, \_\_\_ to deduct such amount of money equal to \_\_\_\_\_ as monthly Union Dues; as may be from time to time be certified to the Company by the Union in equal weekly/monthly amounts, for each week/month I am compensated and to forward such deduction to the Union hereinabove designated. Weekly deductions shall be included in the month in which the week ended.

This authorization shall remain in effect and be irrevocable until the anniversary date of the current Agreement and shall automatically renew itself and be irrevocable until successive anniversary dates unless revoked by me at least ten (10) days, but not more than twenty (20) days, prior to any anniversary date by notifying the Company and the Union by registered mail of my desire to cancel said authorization.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_ PRINT: \_\_\_\_\_

## **ARTICLE SIX RIGHTS OF MANAGEMENT**

**Section 1** Except as specifically limited by the express language of this Agreement, the Company has and retains exclusively to itself, all rights in the exercise of the functions of Management, including, but not limited to the following rights: to manage and operate its business facilities; to direct its employees; to direct, plan and control all operations; to establish and/or change existing methods, productivity standards, materials, equipment, facilities and accounting methods; to determine what products shall be handled or distributed and services or work performed at its facilities or by employees covered by this agreement and/or where they shall otherwise be handled or services and/or work performed to utilize suppliers and subcontractors; to test select and hire employees and assign them to work as needed; to establish hours of work; to transfer, promote and demote employees; to suspend, discipline, and discharge employees or relieve them from duty for lack of work or for other proper reasons; and to establish and enforce rules and regulations relating to the operation of any and/or all facilities and to employee conduct, subject to the terms of this agreement.

## **ARTICLE SEVEN NO STRIKE - NO LOCKOUT**

**Section 1.** No Strike. During the term of this Agreement there shall not be, nor shall the Local Union, its agents, or members, for any reason, authorize, institute, aid, condone, or engage in, a work slowdown, work stoppage, picketing, or interference in any way whatsoever with the operation of the Company, or any part or facility of it for any reason whatsoever.

**Section 2.** No Lockout. During the term of this Agreement, the Company shall not lockout employees covered by this Agreement.

## **ARTICLE EIGHT BARGAINING UNIT WORK**

**Section 1** Employees of the Company who are not covered by this Agreement shall not perform any work or operation normally performed by an employee covered by this Agreement except: (1) in any emergency, including the need to meet requirements imposed by the U.S. Government; (2) in giving instructions to employees; (3) checking the work of employees; (4) where necessary for the Company to generate compensation for said employee's work under its Contract with the U.S. Government.

## ARTICLE NINE SAFETY

**Section 1** The Company must provide all safety equipment required by the U. S. Government. Equipment provided to the employee will be on an issue basis and the employee will be responsible to the Company for the expense of replacement in the event the equipment is not properly returned.

**Section 2** The Company will provide two canopy type tent shelters per year, one for each of the North and South staging areas not to exceed 12x12 in size. If the canopy tent should become damaged due to weather or neglect the Company will not replace until the beginning of the next school year. The canopy must be set up and taken down by the maintenance worker at the end of each AM and PM shift.

**Section 3** The parties agree that the employees must comply with all DODEA and Company regulations pertaining to safety and dress standards.

**Section 4** The Company may require drug testing in accordance with the requirements of the Territory and or U.S. Government or in the event of any vehicular accident involving forklifts or other mobile vehicles. The Department of Transportation requires random drug and alcohol testing throughout the year. Drug and alcohol testing is required immediately following a traffic accident. When employees are notified to participate in a random or post-accident drug and alcohol test, employees shall be required to immediately report to the testing facility to be tested. Employees will be compensated for mileage from the workplace to the testing center (# of miles) determined by Joint Travel Regulations (JTR) as well as the time spent at the clinic. The employee's shift ends upon completion of the testing. In the event that the employee must return to the work site, the employee will be compensated for the travel time back and the mileage to the site.

**Section 5** Upon the request of the Union or Shop Steward the Company agrees to meet for the purpose of identifying and rectifying, where in the Employers control, any pertinent safety issues.

**Section 6** Each Driver must complete daily a pre-inspection and a post-inspection; pertaining to an Operational/Safety Inspection using a COR approved contractor generated form for each bus scheduled for use on that day routes; the forms must be placed in the dispatcher's office in the designated area as defined by management. The check list will be graded by the Driver as Good (X Check mark), or Bad (X). Items Identified as Bad will be reported to the onsite Maintenance Mechanic as soon as possible using the provided Maintenance Discrepancy Report Form.

The Maintenance Mechanic and the Driver will verify the reported discrepancy. Item graded as Bad will be scheduled for repair either by the Maintenance Mechanic if it is within his ability or turned into an approved certified heavy equipment repair facility for repairs. Discrepancies rated a Bad by both the Maintenance Mechanic and Driver and are safety matter shall be repaired on the spot if it is within the Maintenance Mechanic ability and parts are available. If the reported discrepancy cannot be repaired before the start of the route, the Maintenance Mechanic shall immediately report the discrepancy to the Dispatcher and Program Manager and a substitute bus shall be provided.

After both the Maintenance Mechanic and Driver have reviewed the reported discrepancy and if the findings are questionable whether the discrepancy is a safety item that cannot be immediately repaired, the Driver shall have the right to request for an alternate bus for his route.

Every effort shall be made by the driver to report discrepancies before they reach a grade of Bad.

## ARTICLE TEN BULLETIN BOARDS

The Company agrees to allow the posting of notices of Union business and meetings on existing bulletin boards at those sites where Union members are routinely working.

## ARTICLE ELEVEN COMPANY RULES

The Company may establish Rules, Standard Operating Procedures, Project Policies and Work Protocols; not in violation with the terms of this Agreement. The Company will provide a copy of the work protocols it puts into effect to the Union, for information or discussion, as soon as possible, but no later than five (5) working days before the Company establishes any rule. A response from the Union pertaining to any or all potential rules must be received by the Company within thirty (30) calendar days from the time they are received by the Union. The decision of putting rules into effect rests solely with the Company. The reasonableness of any rule may be challenged through the grievance procedure. The Company will give two (2) weeks' notice of training sessions prior to effective training date unless the training needs to occur immediately due to emergency situations or extenuating circumstances, such as school policies change, a serious accident occurs, etc.

## ARTICLE TWELVE SENIORITY

**Section 1.** Seniority is measured by the employee's length of continuous service of the present (successor) contractor, and the time spent performing on the Government Contract(s) itself, applicable to the total length of time spent in any capacity as an employee on the continuous service of any predecessor contractor(s) who carried out similar contract functions at the same federal facility. After a person has worked in the bargaining unit for 90 days, the employee shall gain seniority and his seniority date shall be the first day he/she worked. Seniority for employees hired on the same date will be determined by the alphabetical order of the employee's last name.

Probationary employees have no seniority status and may be disciplined or discharged without cause and without recourse to the grievance procedures.

Seniority shall be terminated by:

- 1) voluntary separation of employment by the employee;
- 2) discharge for cause;
- 3) out of active service with the Company for a period of twelve (12) consecutive months;
- 4) failure to respond to notice of Recall as set forth in Article Thirteen
- 5) absence without notification or extenuating circumstances for three (3) consecutive work days;
- 6) Any employee with seniority who is absent for less than twelve (12) consecutive months because of illness, job related injury, or layoff shall continue to accrue seniority during such absences.

**Section 2.** Within thirty (30) days after signing this Agreement and quarterly thereafter, the Company shall post in a conspicuous place, and shall mail to the Union, a list of the non-probationary employees covered by this Agreement arranged according to their seniority. Protests to any employee's position on such list must be made in writing to his/her supervisor. Upon any correction, the corrected list will apply.

**Section 3.** When the Company is given less the 24 hours notification that the employee will not be present for his/her assigned shift. The company is not required to fill the vacancy by employee on a seniority basis.



**Section 4.** Seniority, within regular classification, shall be the determining factor in matters affecting reduction in force, promotion, demotion, recall, schedules, transfer and the filling of vacancies provided the senior employee possesses the ability to perform the job. For the purpose of this Agreement "ability for reduction in force, recall, transfer and the filling of vacancies shall be final unless it is established, through the grievance procedure, that such determination was made without reasonable justification.

**Section 5.** Reduction in Force shall be based on seniority within the position classification and accomplished with last in first out basis.

**Section 6.** Recall shall be handled in accordance with Article Thirteen.

**Section 7.** Transfers.

Permanent reassignments/vacancies.

- a) For the purpose of this Article "permanent" is defined as those cases where the job and position are expected to be ongoing in nature.
- b) The Company will post vacancies on the bulletin boards at all worksites. Within two (2) working days of the posting of the vacancy, all interested employees may sign up requesting that they be considered for the job. The Company will then, within five (5) days of posting, award the position as follows.
- c) Individual positions/transfers. The Company agrees to award to the most senior qualified employee who will then demonstrate his proficiency in accordance with Section 5 above (Reduction in Force).
- d) Multiple positions/transfers. The Company, in order to provide for the needs of service, may without regard for seniority, reassign or transfer employees to jobs where temporary employees are utilized or at the startup of new operations or new shifts ordered by the Government. The number reassigned or transferred without regard to seniority shall not exceed ten (10) employees or 30% of all the employees, whichever the lesser number. In the case of a wage disparity between permanent and temporary assignments, the employee will be paid the greater of the two.
- e) The Company will exercise its authority herein in order to maintain a proper mix of skills and experience.
- f) Employees reassigned or transferred without regard to seniority will not so be reassigned or transferred again unless all other employees possessing similar experience and skills have, whenever possible, received such assignment and or transfers also.
- g) If as a result of the posting there are not enough respondents to fill the requirement then the Company may select the most junior qualified employees to fill the requirement.

**Section 8.** Temporary reassignments/vacancies. For the purpose of this Article "temporary" is defined as work that is known to be not ongoing in nature, has a duration of three (3) months or less and is not under a permanent delivery order.

Temporary requirements will also be posted and interested employees may request assignment to these jobs. The posting rules will be the same as in Section 6 b. above.

Employees who are assigned under the exercise of the Company's right to assign without regards to seniority will be sent back to those jobs from which they were pulled at the completion of the temporary

work if the job still exists. Should only a portion of the employees be able to return to the jobs from which they were pulled, the principle of seniority shall govern. The remaining shall be reassigned to available positions by seniority by ladder effect.

**Section 9.** The Company may initially fill immediate demands placed upon it by the Government without regard to seniority or the posting requirement providing that once the posting is accomplished then the provisions of this Article will be acted upon.

**Section 10.** The Company shall contact the Union and schedule a meeting when it becomes officially aware of or is officially notified of a reduction in available work, prior to notifying the affected employees of impending layoff.

## **ARTICLE THIRTEEN RECALL**

**Section 1.** Any employee who are laid-off/furloughed/stop work or by whatever name it may be called shall be given at least twenty four (24) hours' notice of recall by telephone and personal email. The employee will have three days to respond. It is the responsibility of the employee to keep the Company informed of their correct phone number and personal email.

**Section 2.** For temporary jobs lasting five (5) days or less, notice of recall by mail will not be required and employees will be recalled in the order they are contacted and accept recall by telephone.

**Section 3.** In the event that the employee fails to make himself available at the time and place specified in the telephone call or email within three days, the employee shall lose all seniority rights under this Agreement, except when the Company has granted permission for a delay in reporting. Loss of seniority and recall rights will not occur where there is a verifiable reason beyond the control of the employee for the delay in reporting. Said employee shall not, however, bump another recalled employee but would be eligible for subsequent recall.

**Section 4.** Employees who are recalled by telephone who have less seniority than other employees on the layoff list cannot be displaced by a more senior employee responding to the written recall notice until five (5) work days have elapsed.

## ARTICLE FOURTEEN LEAVES OF ABSENCE

**Section 1** Personal reasons. The Company may allow an employee a personal leave of absence if requested in writing of up to twelve (12) months without pay. Provided that a requested leave of absence for personal reasons will not interfere with the efficient operation of the Company's business, the Company will not unreasonably deny a request for such leave.

**Section 2** Military Leave. Any employee who enters the Armed Forces of the United States shall have the right to reinstatement in his former job and other re-employment rights including accrued seniority in accordance with applicable Federal law.

**Section 3** Outside Employment Exclusion. A leave of absence will not be granted and shall not be used to enable an employee to accept employment elsewhere or for self-employment.

**Section 4** Union leave Bank. The union will have a bank of leave with pay for union business. The bank shall accrue forty hours of leave per calendar year. The Union shall give the Company written notification no less than five (5) working days prior to the leave of absence. This notification shall provide the name(s) of the person(s) involved and the probable start and stop dates of the leave of absence. The union member will be paid if the approved leave of absence is during regular scheduled work hours. The payment of wages will be made in the next scheduled pay cycle immediately following the leave of absence.

**Section 5** The Company will, upon written application grant a leave of absence without pay for a period of not to exceed twelve (12) months, for illness or injury that prevents the employee from working. The employee will be required to provide appropriate documents for a FMLA, ADA or Medical leave of absence, The employee will be required, as soon as possible, to substantiate his reason for his inability to work and the anticipated time that he will be absent from work. The Company must be notified of any extensions of absence beyond the date initially given and the expected new date of return to work.

**Section 6** Any employee who is called for jury duty will be paid for their regular hourly rate for the time that they are serving as a juror less the compensation paid by the court up to a maximum of seven (7) days. Employee will be required to provide proof of Jury Duty.

**Section 7** The employer agrees to comply with the federally mandated Family Medical Leave Act.

**Section 8** Employees may donate leave to other employees at their discretion. Said leave donations must be acknowledged in writing and can only be in increments of whole hours.

## ARTICLE FIFTEEN SHOP STEWARDS

**Section 1.** The Company recognizes the necessity for the Union to designate Shop Stewards from the Company's employees but no more than three (3) Stewards will be designated at each work site unless mutually agreed upon. All Stewards shall be appointed by the Union and the Company shall be notified in writing of all such appointments. The Union is required to provide the company a list of designated Stewards when lists are updated.

**Section 2.** It is agreed upon and understood that the Steward is to continue to be a productive, contributing and working employee of the Company subject to all the normal and usual rules and regulations of any other employee. However, the Steward will be granted permission, when requested, to receive and process grievances in and about those work sites for which he is responsible.

**Section 3.** It is mutually understood that the Steward selected must be able to conduct himself in a professional manner and maintain channels of communication.

**Section 4.** To the greatest extent possible, the Company will not transfer or reassign a Steward away from his usual work place. This is to ensure ready accessibility of the Stewards to the employees and to standardize the usual locations of the Stewards.

## ARTICLE SIXTEEN DISCIPLINE

**Section 1.** No employee shall be discharged or disciplined without just cause, nor in a manner nor for any reason which violates the terms and conditions of this Agreement. An employee may seek proper recourse under the grievance procedure if he feels he has been unjustly disciplined.

All levels of supervision and management, share the responsibility for strict adherence to employee's job protection rights and considerations including:

1. Informal counseling at the first indication that an on-the-job or personal problem is affecting the employee's job performance.
2. A reasonable opportunity for the employee to correct inadequate performance including providing specific training to the employee to improve the level of his job performance, or to correct unacceptable habits or practices, such as tardiness or lack of attention to work requirements.
3. Penalties for disciplinary offenses will, in general, range from the minimum penalty to the maximum indicated. In unusual circumstances, depending on the gravity of the offense, the past record, and the position of the employee, a penalty outside the general range may be imposed.
4. Depending on the gravity of the offenses, dismissal proceedings may be instituted against an employee for any number of offenses committed. A greater penalty may be imposed for any offense if the circumstances justify greater penalty.

**Section 2.** The Company's Standard Schedule of Disciplinary Offenses and Penalties for Company Employees will be posted at all major work sites and personal copies made available upon request to employees. Employees guilty of a violation of Company Rules shall be disciplined in accordance with the Standard Schedule of Disciplinary Offenses and Penalties for Company Employees (Attachment A hereto).

**Section 3.** The Company will provide the employee and the Shop Steward with a written explanation as to any and all disciplinary actions taken against the employee within one (1) work day of the action.

**Section 4.** All employees are expected to be at their assigned work stations, ready to work, on time, at the time specified for the beginning of their shift, and to remain at their work until the end of their assigned shift, or until specifically relieved by their supervisor. All work items are to be in a minimum of quarter hour increments.

**Section 5.** The following are examples of excused absences:

- a) When the employee has requested the time off in advance, in writing, and the Company has granted permission to be absent in writing.
- b) When the employee is on an approved leave of absence, vacations, bereavement leave, holiday or other form of authorized leave.
- c) When the employee notifies the Company prior to or within one hour of the start of the employees shift that the employee will not be present and then providing the employee offers an acceptable excuse.
- d) Too ill to work; substantiated by a doctor's slip for absences of three (3) days or more or for repeated absences two (2) or more occurrences in a six (6) month period) stating that the employee was seen and exempted from work by the doctor for a medically verified condition which temporarily incapacitates the employee. Doctor's slip must be presented to the Company by the employee upon the employees return to work stating the medical diagnosis and duration of the employee's incapacitation. Medical certification may also be requested for other periods of time when an employee has demonstrated a pattern of abuse provided the pattern is documented by management.
- e) Emergency repairs at home providing some acceptable substantiation is submitted.
- f) Traffic accident involving the employee substantiated by a copy of the accident report or citation.
- g) For reasons covered by the Family Medical Leave Act.
- h) Unforeseen and forecasted extreme and unusual weather conditions such as typhoons, high winds, tsunamis, tropical storms, flooding etc., and which also caused others to be similarly delayed may be excused.
- i) Such other special circumstances as deemed acceptable to the Company may be excused.
- j) While all acceptable excuses cannot be specifically defined herein, they may be considered acceptable when they fall within the related elements of a-f above and they are reasonable.

**Section 7.** Inasmuch as the Company performs all its DODEA work for the U.S. Government and in accordance with the contract, the Company is required to bond its employees. The Government may direct the Company to remove certain individuals. It is understood that the Company may terminate any employee if directed to do so by the Government under the provisions of its Contract or if the Government denies the employee access to all of the DODEA work sites or if the employee is not bondable. The company will provide the union with a copy of such government request for removal and the facts giving rise to such order or request. Employees may follow the grievance process, however in the event that the employee's access can not be reinstated, the grievance will not be subject to the arbitration process. Management may appeal such decision of the government for reconsideration. The company shall not use this section to solicit the removal of an employee or

attempt to circumvent other sections of this agreement by requesting or recommending an instruction for the removal of an employee from the government. All complaints pertaining to the employee's job description will be responded to by Management after consulting with the Employee about the facts and circumstances at hand.

**Section 8.** In the event an employee is removed as a result at the government's request, said employee will be placed on unpaid administrative leave during the grievance period. In the event that the employee is found exonerated, the employee must be able to be re-instated to the former position without restrictions and approved by the government. Employee will be made whole for time loss.

## **ARTICLE SEVENTEEN GRIEVANCES**

**Section 1.** Purpose. Any dispute regarding the interpretation and/or application of this Agreement and any charge of violation of this Agreement may be resolved through the grievance procedure. The grievance procedure shall serve as the exclusive means to resolve any such dispute(s), or charge(s). The time frames referred to in this Article may be extended by mutual consent of the Company and the Union.

**Section 2.** Grievance Procedure. Grievance shall be raised and processed while facts and recollections are still fresh and available. All employee grievances must be presented within Ten (10) working days, (excluding Saturdays, Sundays, and Holidays) after the event giving rise to the grievance becomes known, or reasonably should have been known, to the employee. The procedure for discussing and settling a grievance shall be as follows except an authorized representative of the Union may submit grievances directly to the third (3rd) step of the grievance procedure in those cases where a policy issue is involved and the Company representatives mentioned in the first two steps do not have the authority to respond to, or settle the grievance.

The union shall develop a standard Grievances form and shall state, when possible, the Article of the Contract violated, a description of the Act which is allegedly in violation of the Agreement, the grievant's name, the remedy sought and will be signed by the grievant and/or Steward and dated.

### **Step One**

The grievant shall discuss the grievance (either orally, in writing or both) with his Site Operations Manager specifically telling the supervisor that this may be a subject for the second step process of the grievance procedure. He may bring with him his shop steward (or assistant shop steward) if he so desires. If this discussion does not resolve the matter, the Site Operations Manager shall give his answer to the employee by the end of the second working day following the day of the oral or written discussion.

### **Step Two**

The step one answer shall settle the grievance unless the grievance is placed in writing and delivered to the Company's Corporate Operations Manager within seven (7) working days after the day on which the Step One answer was given. The written grievance shall state the facts of the grievance and shall cite the provisions of this Agreement, if any, that are claimed to have been violated. The written grievance must be dated and signed by the shop steward (or assistant shop steward or union officer) and/or by the grieving employee(s). The Company Corporate Operations Manager shall meet with the Union Representative, and/or the shop steward, the aggrieved, and witnesses promptly to discuss the grievance and any settlement arrived at shall be reduced to writing and signed by both parties. The Corporate Operations Manager's step two answer shall be given in writing to the shop steward within seven (7) working days following the day of the meeting.

### **Step Three**

The step two answer shall settle the grievance unless it is appealed to the Company's

President within seven (7) working days of the shop steward's receipt of the step two answer. The Company's President shall meet with the Union's Authorized Representative promptly to discuss the grievance. Meetings may be held telephonically. Any settlement arrived at shall be reduced to writing and signed by both parties. If no settlement is achieved, the Company's step three answer shall be given in writing to the Union's Authorized Representative within seven (7) working days following the day of the meeting. The step three answer shall settle the grievance unless it is appealed to arbitration in accordance with Article Eighteen.

**Section 3.** The shop steward shall be paid at his regular straight-time hourly rate for all time actually spent in processing a grievance(s). Each grievant and witness shall be paid at his regular straight-time hourly rate for all time actually spent in steps one, two or three of this Article. The Union will hold the number of it's witnesses to the minimum needed to present its' case.

## **ARTICLE EIGHTEEN ARBITRATION**

**Section 1.** The Union may appeal a grievance to arbitration by giving written notice to the Company within fifteen (15) calendar days of the Company's step three answer. After such notice has been given, the parties may either mutually agree to select an arbitrator or jointly request the Federal Mediation and Conciliation Service to submit to them a list of the names of three (3) potential arbitrators on island, if at all possible. The first strike of names shall be alternated between the Union and the Company. Each shall strike one (1) name during their turn and the remaining name shall be the arbitrator.

**Section 2.** The arbitrator shall promptly schedule a hearing at which each party shall have the right to present evidence, examine and cross-examine witnesses, make a record, and file written arguments.

**Section 3.** The arbitrator shall consider only the issues raised in the grievance, or in the associated writings involved, and shall have the power to interpret and/or apply the terms of this Agreement, without adding to, subtracting from, ignoring, or amending the express terms of this Agreement.

**Section 4.** All communications to or from the arbitrator must be shared equally and at the same time between the Union and the Company.

**Section 5.** The arbitrator must state his decision in writing within thirty (30) calendar days following the date of the hearing. The arbitrator's duly rendered decision shall be final and binding on the Company, the Union, and all employees.

**Section 6.** The fees and expenses of the arbitrator and the hearing room shall be borne by the losing party, or if the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator's fees and expenses proportionally to the parties as judged equitable. All other expenses shall be borne by the party incurring them.

## ARTICLE NINETEEN HOURS OF WORK AND OVERTIME

**Section 1.** Nothing in this Article shall be construed as a guarantee of a maximum or minimum number of hours of work per day, per week or per year.

**Section 2.** The work week shall be seven (7) consecutive days commencing at 12:01 Sunday and ending 12:00 midnight Saturday. The workday shall commence at 12:01 a.m. and run for twenty-four (24) consecutive hours each day of the work week. An employee's normal work week shall consist of five (5) consecutive days.

**Section 3.** When an employee is required to work and works in excess of eight (8) hours in one day or forty (40) hours in a work week, such work shall be classified as overtime and paid for at the rate of one and one-half (1 1/2) times his regular straight-time hourly rate. Employees shall not be laid off from their normal schedule of work for the purpose of offsetting overtime or holiday hours or pay.

**Section 4.** The Company will make overtime available among those employees who normally perform the tasks for which overtime is required, and then by seniority insofar as practical among other qualified employees as determined by the Company.

**Section 5.** Employees who are scheduled work a 9 hour shift will receive a 1 hour non-compensable meal break.

**Section 6.** Each employee working four (4) or more continuous hours is entitled to a fifteen (15) minutes break. The Company has discretion to allow a "break" at the same time as other employees or at staggered intervals during the shift.

**Section 7.** The Company will post all regular scheduled positions/route, including the minimum number of hours for each positions/route, as soon as practical. In the event the route hours require a change, the Company shall post the change. Routes/positions are awarded based on seniority and qualifications.

Upon acceptance of the Bided Routes each year by the Bus Drivers, Bus Aide and Dispatchers there must not be any swapping or exchanging of the accepted Route by one employee to another at any time during that school year. Any forfeited routes will be re-posted for bidding.

**Section 8** All employee's will be given 45 min/day for completion of paperwork, inspections and cleaning of the buses required by the company. Time will be incorporated into the bided route sheets.

**Section 9** Hours paid for vacation, holidays, sick and funeral leave shall be counted as hours worked.

**Section 10** Regularly scheduled commuting routes will be awarded based on seniority. Alloted time for the established routes will not be changed unless directed by the Government.

**Section 11** Curricular and co-curricular routes will be first offered to employees by seniority, unless the senior driver assigned to the route would conflict with the co-curricular route, and on a rotational basis. In the event the senior driver refuses the extra run then his/her name goes to the bottom of the list. Every effort shall be made by the company to give ample notice and scheduled in advance. Additional stops can be added to an existing assigned route time, there will be no additional compensation. If the additional stop exceeds the scheduled route time, the driver will be compensated for the additional time worked.

In the event of a dispute seniority shall prevail.

The employer shall not be forced into an overtime issue as a result of this section.



Once the schedule for curricular and co-curricular routes are assigned, Article Sixteen, Section 6 applies for absences and cancellations of assigned routes. The Company is exempt from filling the unexpected vacancy on a seniority basis if the cancellation notice is less than 24 hours.

A route will consist of a round trip from the staging area to return to the staging area regardless of the number of stops made during the route. A co-curricular route may include more than one transportation request but will be considered one route.

## **ARTICLE TWENTY TEMPORARY TRANSFERS**

**Section 1** An employee who is temporarily transferred to a job classification carrying a rate of pay higher than his regular classification shall receive the rate of pay applying to the temporary job for all time worked in that temporary job. If an employee is temporarily transferred to a classification carrying a lower rate of pay the employee shall continue to receive his/her regular rate of pay.

**Section 2** In the event of an assigned drivers scheduled absence for more than 5 five working days for whatever reason and with at least two working days advance notice, the temporary vacancy will be posted allowing drivers by seniority the opportunity to apply for the temporary vacancy. As the vacancies are filled by the senior drivers', this will cause vacancies to the routes with fewer hours in a ladder effect. The same process of assigning drivers to these positions will continue by seniority. The routes remaining after all the drivers with seniority have been given the opportunity to apply for the vacancies will be assigned to the unassigned drivers. Vacancies or less than five working days will be assigned by the dispatchers.

## ARTICLE TWENTY-ONE PAID HOLIDAYS

**Section 1.** The following are the paid holidays for purposes of this provision:

New Year's Day	Thanksgiving Day
Columbus Day	Independence Day
Washington's Birthday	Christmas Day
Veterans Day	Labor Day
Memorial Day	Martin Luther King's Birthday
**Presidential Declared Day	Three (3) Personal Holidays

\*\*Presidential Declared Holiday will be limited to one (1) per calendar year and will be dependent on DODEA closing the school for that day. The first declaration for the year will be honored.

**Section 2.** Holiday Pay shall be paid at the employee's regular straight-time rate.

**Section 3.** Eligibility Rules. To be eligible for holiday pay an employee must:

- a) Have a date of hire prior to the date of the holiday and a termination date after the date of the holiday.
- b) Employee is in pay status (Vacation, Sick pay and Holiday) in the week of the Holiday
- c) Full-time employees will be paid 8 hours for the holiday, Part time employees shall be paid on a pro-rata basis that is calculated from the hours worked the previous calendar week.
- d) Personal days and personal holidays can only be taken one per quarter, unless otherwise approved by management and will be observed on the day of employee's choosing so long as the day has been cleared with his/her immediate supervisor in advance (two working days minimum).

**Section 4.** Work on Holiday. An employee who works on a shift which begins on a paid holiday shall be paid at a rate of time and one-half (1 1/2) his applicable straight time hourly rate of pay for hours actually worked on the paid holiday (plus the holiday pay to which he is otherwise entitled for hours not worked on the paid holiday).

**Section 5.** Holiday Falling Within a Vacation. An employee shall receive the holiday pay without charge to leave for each holiday listed in Section 1 of this Article which occurs while the employee is on an approved vacation, as provided in this Agreement.

**Section 6.** Holidays will be observed on the date established by the Federal Government or declared by the President of the United States of America on a regular work day. If the President declares a holiday on a day the drivers would normally be off then this provision does not apply. Holidays which fall on Saturday or Sunday will be observed on Friday or Monday.

## ARTICLE TWENTY-TWO VACATIONS

**Effective 8/1/2021** The company and the union agree to change the vacation schedule from a vested annual amount to a per pay period accrual which vests each pay period. On July 31, 2021, each employee will receive a lump sum amount equivalent to the amount earned from their last anniversary date thru 7/31/2021.

**Section 1.** Length of service for vacation shall be determined by the employee's length of continuous service with the Company and/or with previous contractors covered by this Collective Bargaining Agreement.

**Section 2.** Employee's will accrue vacation based on the number of hours the employee actually worked that pay period and their years of services as follows:

# of full continuous years of service as of anniversary date	Hourly Accrual	Full-Time Equivalent	Maximum Vacation Balance Allowed
After 3 months of employment	.0385	80 hours per year	80 hours per year
24 Months of Services	.0769	160 hours per year	160 hours per year
72 Months of Service	.0962	200 hours per year	200 hours per year
132 or more months of service	.1154	240 hours per year	240 hours per year

**Section 3.** Vacation pay shall be paid to the eligible employee in conjunction with his/her normal pay day. The amount of such pay for each hour of vacation shall be at the employee's regular straight time hourly rate at the time the vacation is taken, but shall be no less than the employee's rate of pay for his/her permanent position. Employees who are out of work due to a job related injury or illness which is classified as such under Workers' Compensation shall continue to accrue vacation for up to three (3) months,

**Section 4.** Employees will begin accruing vacation after completing their 90 day probation each pay period based on their hours worked for that pay period. Accumulated leave shall be reflected on each pay check stub of the employee.

**Section 5** All paid leave must be taken before taking unpaid leave.

**Section 6** At the time of termination of employment, employees will be paid their vested/accrued unused vacation hours.

**Section 7.** Scheduling and Taking Vacations. As far as possible, vacations shall be granted at times most desired by the employee, with preference to employees with greatest seniority in case of conflict, but final right to schedule vacation is reserved to the Company in order to ensure orderly and efficient operations. Employees shall provide at least ten (10) calendar days' notice when requesting vacation leave unless extenuating circumstances occur beyond the employee's control.

**Section 8.** Vacation may be used in the event of illness after depleting the employee's sick leave balance.

## ARTICLE TWENTY-THREE SICK LEAVE

**Section 1.** Employees shall accrue 1 hour of sick leave for every 30 hours worked up to a maximum of 56 hours. Once employee reaches 56 hours of sick, their leave will not accrue until their balance falls below 56 hours. Accumulation of sick leave shall be reflected on the pay check stub of the employee each pay period.

**Section 2.** Sick Leave may not be taken in advance prior to being earned and may not be cashed out in lieu of taking leave. Upon separation of employment, employees will not be paid for their unused sick leave balance.

**Section 3.** An employee's request to use paid sick leave may be made orally or in writing. A leave request must be made at least seven (7) calendar days in advance where the need for the leave is foreseeable, and in other cases as soon as is practicable. The direct supervisor must also be contacted on each additional day of absence. Employees must provide certification for absences of three (3) or more consecutive full workdays. Employees suspected of leave abuse may be required to submit medical certification for shorter periods provided the abuse is documented. Upon request of leave, the manager/supervisor will communicate the granting of such leave verbally or in writing. In cases where leave is denied, the employer will communicate any denial of a request to use paid sick leave in writing (to include electronically) with explanation of such denial.

**Section 4** Sick leave is provided to eligible employees to use for illness/injuries, medical appointments and personal emergencies. Sick leave can be used by an employee for the employees own illness; to assist a family member who is ill, injured or has health-related needs or for reasons resulting or to assist a family member who is the victim of domestic violence, sexual assault or stalking. Definition of family member is 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.

## ARTICLE TWENTY-FOUR WAGES

**Section 1.** The classifications and regular straight time hourly rates of pay for all employees under this contract shall be as follows:

Labor Category	Current	Effective	Effective	Effective
		8/1/2021	8/1/2022	8/1/2023
Bus Drivers	\$22.67	24.03	24.75	25.49
Bus Safety Aides	\$12.66	13.42	13.82	14.24
General Clerk III	\$15.43	16.36	16.85	17.35
Dispatchers	\$23.48	24.89	25.64	26.40

## ARTICLE TWENTY-FIVE CLASSIFICATIONS

**Section 1.** In the event new classifications are created the company and the Union will meet promptly to negotiate the proper classification description and the wage rates for the classification. Job descriptions for Labor Categories shall be maintained consistent with the Service Contract Act Directory of Occupations.

**Section 2:** Employee shall not have felony criminal recorded convicted or listed in any sex registry to perform under this contract or appear to pose a threat to children, history of violence or threat to security. The Company shall immediately remove from performance on this contract any employee charged with driving while impaired because of drug or alcohol abuse, a felony, child sex offense, or illegal use or illegal possession of a weapon during contract performance.

### **Section 3** Job Descriptions

#### **Bus Driver job description**

The Bus Drivers shall provide student transportation for the Department of Defense Dependents Schools-Pacific/Department of Defense Elementary and Secondary Schools Guam as prescribed in the Guam Student Transportation Services contract.

Specific Duties Include:

- a) Bus Drivers will not be utilized if they have more than two (2) moving violations or more than one reckless driving offense within five (5) years. All bus drivers shall meet all Guam licensing and medical requirement for a commercial drivers' license (CDL with D-Endorsement) for passenger and school bus.
- b) Drivers will safely and efficiently operate school buses over approved routes Monday through Friday and weekends as required.
- c) The drivers shall provide transportation support for special events/activity trips on an as needed basis. These trips normally occur on school days between the hours of 0900 - 2030. However some special events/activities can take place on weekend and may extend past 2030.
- d) Bus Drivers shall pick up and/or discharge passengers only at the designated stops at the times specified on the route schedules.
- e) Bus Drivers shall verify passengers boarding the bus are authorized to do so by checking bus passes for names and bus routing numbers.
- f) Bus Drivers shall report to the student transportation office students at the completion of the route, the names of students that do not have a bus pass.
- g) Upon arrival at the school, Bus Drivers will not allow Kindergarten students to leave the bus until a member of the school staff is available to take charge of the students.
- h) Upon arrival at the designated stop, bus drivers shall release Kindergarten students to a parent or designated caregiver who knows the Personal Identification Number (PIN) of the student that is displayed on the bus pass.
- i) In the case of serious misconduct (such as vandalism, assault, battery, fighting, etc.) the bus driver shall stop the bus at the soonest practicable time and immediately contact the Student Transportation Office for further instructions.
- j) In less serious cases of misconduct, such as passengers making excessive noise or standing while the bus is in motion, the driver shall stop the vehicle on the side of the road until order is restored and then precede on with the route.
- k) In the event of an incident that impedes continuing the bus route safely, the bus driver shall immediately contact the Student Transportation Office for further instructions.
- l) The Bus Driver shall document all misbehavior on the government provided form to be submitted to the COR after completing the bus route.
- m) The bus drivers shall be required to count and document on a daily basis by route and run the number of students on each commuting route.

- n) The Bus Driver will conduct a Preoperational/Safety inspection of each school bus scheduled for use on that day's route. Operational/Safety concerns are to be reported to the dispatcher and recorded on a form provided by the Company.
- o) Bus Drivers shall inspect their buses at the completion of each run for any remaining students or personal belonging, packages, etc. The driver shall turn in all personal belongings or packages left on the bus to the Student Transportation Office or as directed by dispatch.
- p) The bus driver shall immediately notify the Student Transportation Office of any students(s) remaining on the bus at the completion of the run. Upon receipt of instruction by the Student Transportation Office or the COR, the Bus Driver shall transport the student(s) to the location specified by the Student Transportation Officer or the COR.
- q) Drivers must fill out a daily timesheet throughout their work day. The timesheet must include the times they begin and end their routes and justification for any delays. The timesheet must be submitted at the end of the workday in a box designated by management.
- r) Drivers will report to dispatchers when their route cannot be completed by the approved times. Drivers must complete a justification report and place in the designated inbox in the dispatcher's office.

**Safety Aide job description**

The primary responsibility of the Safety Aide is to ensure on board student safety for students with special needs as required by their Individual Educational Plan. The Safety Aide shall assist students during pre-boarding and de-boarding the vehicle.

- a) Aides must have a clear understanding of emergency and evacuation procedures, be physically capable of evacuating students.
- b) Be knowledgeable regarding the disabilities of the student.
- c) Safety Aides are required to be trained and have the ability to manage moderate and sever special needs students.
- d) Shall ensure students requiring the use of wheelchairs and other related Child Safety Restraint Systems (CSRS) are properly secured prior to the bus being put in motion.
- e) The Safety Aide shall ensure that only authorized students and DoDEA personnel board the bus as specified or directed by the COR.
- f) They shall ensure hand to hand custody of their assigned students to their assigned sponsor, parent, guardian and school official.
- g) Safety Aides shall work in close concert with the drivers, forming a professional and mutually supportive relationship.
- h) Safety Aide personnel shall be seated at a location that affords the best possible vantage point for overall observation. Standing and walking around a stopped bus is permitted; however, extra caution should be taken by the Aide by firmly gripping the top of the bus seats while standing or walking on slow moving school bus. For safety reasons standing and walking on any moving school bus should be limited.
- i) Safety Aides shall alert the driver when a safety conditions warrant non-movement or halting the bus.
- j) Safety Aides shall execute emergency evacuation plans provided by the STO.
- k) Safety Aides shall be familiar and know the characteristics/features of assigned bus safety equipment, school bus route and stops to include STO identified school route safe havens.
- l) Safety Aides shall correct on the spot observed unsafe actions by student(s) that may result in injuries, and ensure good order and discipline when unruly student behavior interferes with the driver's ability to operate the bus safely.
- m) Safety Aides shall participate in school bus safety training and evacuation drills held twice during the school year.

**Transportation Specialist Assistants/General Clerk III job description**

Transportation /General Clerk III will be one employee at the northern student transportation office located on Andersen Air Force Base and one employee at the southern student transportation office located on the Naval Base to provide transportation office support. Specific duties include but are not limited to:

- a) Registering students for bus ridership
- b) Issuing student bus passes
- c) Providing customer service (customer complaints or concerns, customer issues on the bus routes/route stops, bus stop assignments and other customer service issues)
- d) Making recommendation regarding bus stops and routes.
- e) Notifying the COR of any events that causes route delays.
- f) Entering and maintaining route information in the government data base.
- g) Provide a Student Ridership Report to the COR quarterly during the school year.
- h) Provide the COR with the Student Misbehavior Reports as necessary.
- i) Provide the Complaint and Resolution Report to the COR every Monday for the previous weeks data
- j) Maintain a parent/guardian recall list for all registered student passengers.
- k) Contact the student's parent/guardian of students remaining on the bus at the completion of the run. Communicate with the driver and dispatcher with the agreeable resolution to where the student is to be taken.
- l) Opening and closing of gates at the bus line up AM & PM
- m) Coordinate Bus evacuation drills
- n) Processing Transportation Request for School field trips/ sports co-curricular
- o) Issuing updated roster and route sheet regularly for Drivers.
- p) Assisting Dispatcher and Project Manager on route assessments.

**Dispatcher, Motor Vehicle job description**

The dispatchers shall coordinate the operations of the Route Management for the Department of Defense Schools Pacific/Department of Defense Elementary and Secondary Schools Guam. The Dispatchers primary responsibility is to ensure that all daily commuting bus routes and stops within the commuting area. Specific Duties Include:

- a) Issue keys
- b) Maintain ridership reports
- c) Maintain Mileage Reports
- d) Issue, collect and assist as necessary in submitting Student Misbehavior Reports to the Student Transportation Office as they occur.
- e) Issue and collect Pre-Inspection and Post Inspection logs generated by the drivers, reporting any operational or safety concerns to the Bus Program Manager for further investigation and/or repair.
- f) Posting scheduled absences of assigned drivers, with more than two working days' notice, to allow drivers by seniority the opportunity to apply for the temporary vacancy.
- g) Posting co-curricular routes no later than each Friday morning to allow drivers by seniority that does not interfere with the drivers' regular assigned route the opportunity to apply for the curricular/co-curricular route.
- h) Assess Bus Stops and Bus Routes once per school year using the route and bus stop assessment checklist. Yearly assessments shall be provided by July 30 of each school year.
- i) Assessments shall be conducted throughout the year when bus stops or bus routes are added deleted, or modified.
- j) In the event of unexpected circumstances, i.e. road closures, coordinate with the COR, Student Transportation Office and the Drivers ensuring everyone concerned is aware of all changes in the regular scheduled routes.
- k) Dispatchers shall not at any time act on behalf of management
- l) Dispatchers shall not at any time attempt to correct or discipline any employee in the performance of his/her duties.
- m) Dispatcher will be required to drive in the event of a shortage of Bus Drivers. While driving, the Dispatcher will not be required to perform dispatch duties. In accordance to Article 8; Management

- and/or STO Clerks will perform dispatcher duties while the Dispatcher is driving.  
n) Dispatcher will not be required to conduct company business without compensation.

## **ARTICLE TWENTY-SIX CALL-IN PAY**

**Section 1.** Call-in is defined as work outside an employee's regular schedule which causes an employee to make an extra trip to the job site. For each such call-in as defined above, an employee will receive a minimum of two (2) hours pay at the appropriate shift differential pay.

**Section 2.** Upon completion of the job which the employee was called in to perform, he will not be required to remain at the job site in order to receive the above-mentioned two (2) Hours pay. An employee whose call-in time extends into his regular shift shall be paid at the appropriate premium rate for those hours which extend into the regular shift.

**Section 3.** The guarantee of this Article is inapplicable if the employee is called back to lock up important material for which he is responsible.

## **ARTICLE TWENTY-SEVEN REPORTING PAY**

**Section 1.** An employee who reports for work at his scheduled starting time and The Company finds no work available shall receive not less than two (2) hours pay at his regular straight time hourly rate. If the driver is instructed by the supervisor to leave Company premises in less than two (2) hours because no more work is available, he shall receive a minimum of two (2) hours pay. If the driver has been notified by the Company within two (2) hours prior to his scheduled time not to report to work, the driver will receive no Reporting Pay.

**Section 2.** In the event the Military implements Typhoon Condition of Readiness (TCOR) III. Employees are required to monitor local media reports to keep inform of the current Condition of Readiness, school closure reports and be available to the Company for recall if directed by the COR. The company will keep assessed of the situation and if necessary maintain communications with the COR and communicate with the employees the status of schools remaining open or closed. If there is doubt as to report or not to report to work the drivers shall contact the Program Manager for the latest status.

Upon to the military upgrading to TCOR II, non-essential personnel will be dismissed. If school is dismissed earlier than normally scheduled, the drivers shall have the vehicles at the school(s) and ready for service within 2 hours of notification.

In the event that an employee covered by this agreement works during TCOR 1 or TCOR 2, he shall be compensated an additional \$2.00 per hour.



## ARTICLE TWENTY-EIGHT HEALTH AND WELFARE

**Section 1** For the purpose of purchasing the medical insurance, the Company will provide on behalf of the employee the health and welfare amount specified below per hour for all straight time hours worked, including paid leave hours, not to exceed forty (40) hours in any one week to employees covered by this Agreement. Any residual health and welfare amount not used to purchase the medical insurance shall be paid directly to the employees via their regular paycheck.

Part time employees, averaging less than 30 hours per week, will not be eligible to participate in the medical insurance; therefore, the health and welfare amount will be paid directly to the employees via their regular paycheck.

Health and Welfare Amounts:

Current	Effective 08/01/2021	Effective 08/01/2022	Effective 08/01/2023
\$4.43	\$4.54	\$4.54	\$4.54

**Section 2** Employees who demonstrate active participation in other bona-fide group medical plans may waive medical insurance and the health and welfare amount will be paid directly to the employees via their regular paycheck.

Employees will be allowed to change their medical insurance elections once per year during benefit open enrollment or if they incur a qualified family status change. Any residual health and welfare amount not used to purchase the medical insurance shall be paid directly to the employees via their regular paycheck.

If the Employee elects medical insurance that exceeds the total health and welfare contributions allotted to him/her, the excess cost will be paid by the employee in the form of a payroll deduction.

**Section 3** Purpose and Eligibility. The purpose of this Article is to provide the option of a medical insurance program for employees covered by this Agreement and who are deemed eligible for coverage by the Company's insurance carrier(s). Dependents of employees will be covered by the benefits provided in Section D of this Article as long as they are not deemed ineligible for coverage by the Company's insurance carrier(s). Coverage for employees and their dependents who exercise the option, will begin on the first day of the month following their date of hire. Coverage for employees and their dependents will cancel the last day of the month in which their employment ends.

### **Section 4**

- a) The program described in this Article shall be administered by the Company or through arrangements provided by it. Any contract(s) entered into by the Company with respect to benefits of this program shall be consistent with this Article.
- b) The Company may establish reasonable rules for the administration of the program described in this Article.
- c) In the event that the Patient Protection and Affordable Care Act (PPACA) or the Affordable Care Act (**ACA**) of 2010 or other legislation and government regulation regarding health care necessitates, the parties shall re open negotiations.

## **ARTICLE TWENTY-NINE SAVINGS CLAUSE**

All provisions of this Agreement are subject to all applicable Territorial and Federal laws and regulations there under. Any provisions of this Agreement which is determined to be illegal under any Territorial or Federal law or regulation shall be open for negotiation between the Company and the Union without affecting the remainder of this Agreement.

## **ARTICLE THIRTY VISITATION**

To the extent permitted by the U.S. Government, Union representatives may briefly visit the premises on which the Company operates for the purpose of conducting DODEA related Union business. It is understood that there is to be no interruption of the employees work process and the Union representative will make their presence known to the Company's supervisor. The Company will assist the Union with obtaining the necessary badges and stickers for entry to the bases.

## **ARTICLE THIRTY-ONE NO DISCRIMINATION**

The Company and the Union, in the performance of this Agreement, agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, handicap, veteran status or other status protected by applicable federal, state, or local law or regulation.

All references to "employee", "employees", "man", "men", "he", "him", "his", or "her" in this Agreement refer to both male and female employees. The terms are used for the sole purpose of brevity and clarity of language construction only, and do not imply or refer to sex or gender in any way whatsoever.

The Company and or the Union recognizes and will not interfere with the right of employees to become members of the Union and agrees that there shall be no discrimination, interference, restraint or coercion by the Company or any of its agencies against any employee because of membership in, or any activity on behalf of the Union.

## ARTICLE THIRTY-TWO GENERAL AND MISCELLANEOUS

**Section 1.** An employee shall have access to and the right of inspection of his personnel record in the presence of a Company representative during normal business hours.

**Section 2.** No employee covered by this Agreement shall engage in solicitation of Membership for any Union, collection of dues or other Union activities not provided for in this Agreement during their working time without the permission of the Company.

**Section 3.** Any written agreement relating to the interpretation or applicability of this Agreement made jointly by the Company and by the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.

**Section 4.** As soon as possible the Company and the Union will cooperate in submitting and applying through DODEA to the Administrator, Wage and Hour and Public Contracts Division, U.S. Department of Labor, for a wage determination with respect to the wage rates and fringe benefits as set forth in this Agreement.

**Section 5.** All compensation payable to an employee hereunder shall be paid biweekly or twice monthly at the Company's option. In the event a regular payday falls on a holiday provided for in the Agreement, the Company will make every reasonable effort to have paychecks prepared and distributed on the day proceeding such holiday. In the event the distribution cannot reasonably be made prior to such holiday, the distribution will be made the first work day following such holiday. Errors on an employee's paycheck will be corrected and paid to the employee as quickly as reasonably possible after the error is brought to the attention of the company. The Company will make available to the employees the option of direct deposit.

**Section 6.** The company will provide adequate lavatories at all staging areas to include at a minimum one "Porta Pettie and the ability to wash up.

**Section 7.** The company shall pay for any and all required permits, training, and/or certifications, including but not limited to Drivers Medical Certifications; as well as all GFT training courses, police and court clearances and CPR training. Whenever an employee is required to be in class they shall be considered in duty status. The Company shall not be required to pay for any expenses associated with Commercial Driver's license renewal.

**Section 8.** The company will compensate the employee for actual time spent whenever he or she must attend a company required training.

## ARTICLE THIRTY-THREE BEREAVEMENT LEAVE

**Section 1.** In the case of a death in the immediate family of a full-time or part time employee, the company will pay the employee straight-time pay not to exceed three (3) days per family member for necessary absence during the period beginning with the date of death and ending with the date of the funeral. The employee shall be paid the number of hours that he is regularly scheduled to work. For the purpose of this paragraph, immediate family is defined as: mother, father, step-parent, spouse son, daughter, stepson, stepdaughter, brother, sister, mother-in-law, father-in-law, grandparents, and domestic partner of the employee. An employee shall not be denied the use of vested vacation for the purpose of attending a funeral as defined herein.

- A. Domestic Partner is defined as:
- currently share the same regular and permanent residence, and
  - have a close personal relationship, and
  - are jointly responsible for “basic living expenses,” as defined below, and
  - are not married to anyone, and
  - are each eighteen (18) years of age or older, and
  - are not related by blood closer than would bar marriage in the State, and
  - were mentally competent to consent to contract when our domestic partnership began, and
  - are each other’s sole domestic partner and are responsible for each other’s common welfare.
- B. “Basic living expenses” means the cost of basic food, shelter, and any other expenses of a domestic partner. Individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

## ARTICLE THIRTY-FOUR 401K RETIREMENT PLAN

**Section 1.** Employees will be able to participate in the company's 401K plan by electing a percentage of the employee's pay to be allocated to the retirement account..

Effective 8/1/2021 all employees will receive a 401(k) contribution of \$0.25 per hour for each hour worked. The contribution will be deposited into the employee’s 401k account provided by the Company


### ARTICLE THIRTY-FIVE DURATION OF AGREEMENT

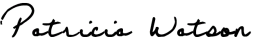
This Agreement shall be in full force and effect from July 1, 2021, to and including June 30, 2024.


Successor negotiations will commence 100 days prior to the expiration of this agreement.


In Witness Whereof, the parties hereto set their hands and seals by their respective

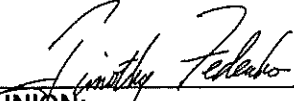
Officers' duly authorized to do so this on the 10<sup>th</sup> day of June, 2021

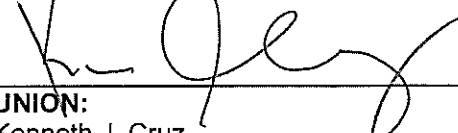
DocuSigned by:  
 6/16/2021  
209AD04CA0FB4FB...  
**EMPLOYER:** \_\_\_\_\_ Date  
 Sandra Chandler  
 Vice President, Logistics/O&M Division Alutiiq, LLC

DocuSigned by:  
 6/16/2021  
7699590E4E424C9...  
**EMPLOYER:** \_\_\_\_\_ Date  
 Patricia Watson  
 Vice President, Human Resources Alutiiq, LLC

DocuSigned by:  
 6/16/2021  
8B2DB8C248DD407...  
**EMPLOYER:** \_\_\_\_\_ Date  
 Kimberly Addair  
 President, Alutiiq Logistics & Maintenance Services, LLC

 15 June 2021  
**UNION:** \_\_\_\_\_ Date  
 Robert Koss  
 Chief Negotiator  
 Guam Federation of Teachers, AFT Local 1581, AFL-CIO

 15 June 2021  
**UNION:** \_\_\_\_\_ Date  
 Tim Fedenko  
 President

 15 JUNE 2021  
**UNION:** \_\_\_\_\_ Date  
 Kenneth J. Cruz  
 Guam Federation of Teachers, AFT Local 1581, AFL-CIO

## **APPENDIX A**

Standard Schedule of Disciplinary Offenses and Penalties Alutiiq Logistics & Maintenance Services,  
LLC  
**In the DODEA Program**

- 1) This is not intended to cover every possible type of offense. Penalties for offenses not listed will be prescribed by the head of the activity consistent with penalties for offenses of comparable gravity.
- 2) Many of the items listed on this schedule combine several offenses in one statement, connected by the work "or", usage of the work "or" in a charge makes it non-specific.
- 3) Removal proceedings may be instituted against an employee for four infractions committed during appropriate reckoning periods.
- 4) Where appropriate, consideration may be given to a reduction to a lower grade in lieu of removal.
- 5) Suspension penalties on this schedule apply to work days.
- 6) Reckoning periods start with the date of the offense. In imposing any discipline on a current charge, management will not take into account any prior infractions, which occurred outside the reckoning period noted in the List of Disciplinary Offenses and Penalties table.
- 7) Prior to an employee receiving a 1st offense penalty, he will be given a letter of warning, along with recommendations on how he can address the deficiency except for offenses 6 through 8, 13, and 16 through 33.
- 8) Offenses #1, 2, 3 and 5 will not be collectively considered when determining the number of infractions for the other offenses.

## APPENDIX A

### Standard Schedule of Disciplinary Offenses and Penalties

Range of Penalties for stated offenses							
Number of Offenses							
Nature of Offense	1st	1st	2nd	2nd	3rd	3rd	Reckoning Period
	Min	Max	Min	Max	Min	Max	
1. Unexcused failure to ring clock or sign attendance record or otherwise check-in	Reprimand		1 day	5 days	5 days	10 days	6 months
2. Unexcused tardiness <ul style="list-style-type: none"> <li>• Disciplinary action is in addition to non-pay status for period of Tardiness</li> </ul>	1 day		1 day	5days	10 days	Removal	6 months
3. Failure to carry or show proper identification on company premises as required by competent authority, or misplacement or loss of identification Badge	Reprimand		1 day	5 days	5 days	10 days	6 months
4. Failure to promptly report personal injury	Reprimand		1 day	5days	5 days	15 days	1 year
5. Unexcused or unauthorized absence on one or more scheduled days of work <ul style="list-style-type: none"> <li>• Charge may be used for failure to report for overtime</li> <li>• The charge of excessive unauthorized absences with the penalty of removal may be used when the absence exceeds three work days or when it appears the employee has abandoned his/her position. Extenuating circumstances offered by the employee should be considered.</li> </ul>	1 day		3 days	5 days	5 days	Removal	1 year
<ul style="list-style-type: none"> <li>• Unassigned Drivers who decline an assignment 3 consecutive times or 6 times over a 6 month period will be subject to disciplinary actions...</li> </ul>	REPRIMAND		WRITTEN WARNING		DISCMISSAL		2 YEARS
6. Leaving job to which assigned or company premises at any time during working hours without permission	Reprimand	3 days	5 days	10 days	10 days	Removal	1 year
7. Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions or to use protective clothing or equipment.	Reprimand	3 days	3 days	5 days	5 days	Removal	1 year
8. Violating traffic regulations, reckless Driving	Reprimand	Removal	5 days	Removal	10 days	Removal	1 year
9. Loafing, wasting time or inattention to duty	Reprimand	3 days	3 days	5 days	5 days	Removal	1 year
10. Inadvertent errors resulting in spoilage, waste of material or delay in production	Reprimand	3days	3 days	5days	5 days	Removal	1 year
11. Failure or delay in carrying out orders, completing work assignments or following instructions of supervisor	Reprimand	3 days	3 days	5 days	5 days	Removal	1 year
12. Failure to honor just debts without good Cause	Reprimand	3 days	5 days	5 days	5 days	Removal	1 year
13. Unauthorized possession of, loss of, or damage to, company property, government property or the property of others, or endangering same through carelessness or neglect	Reprimand	5 days	5 days	10 days	10 days	Removal	1 year
14. Gambling or unlawful betting on company premises	Reprimand	5 days	5 days	10 days	10 days	Removal	1 year
15. Covering up or attempting to conceal defective work, removing or destroying same without permission	Reprimand	10 days	10 days	Removal	10 days	Removal	1 year
16. Disorderly conduct, fighting, threatening or attempting to inflict bodily injury to another, engaging in dangerous horseplay, or resisting competent authority.	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year

## APPENDIX A

### Standard Schedule of Disciplinary Offenses and Penalties

Range of Penalties for stated offenses							
Number of Offenses							
Nature of Offense	1st	1st	2nd	2nd	3rd	3rd	Reckoning Period
	Min	Max	Min	Max	Min	Max	
17. Reporting for duty or being on duty under the influence of intoxicants, unauthorized possession of or attempting to bring intoxicants on company premises,	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
18. Selling intoxicants on Company premises	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
19. Promotion of gambling on Company premises	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
20. Sleeping during work hours	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
21. Failure to safeguard classified material <ul style="list-style-type: none"> <li>• Consider the nature of the employee's position or assignment whether disclosure resulted and the classification of the jeopardized matter.</li> </ul>	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
22. Smoking in unauthorized places or carrying matches in an explosive area	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
23. Endangering the safety of or causing injury to personnel through carelessness, inattention or negligence.	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
24. Making irresponsible statements which are slanderous or defamatory about other employees or officials. <ul style="list-style-type: none"> <li>• Consider the duties and position of the employee, the nature of the statements made and the extent to which they damaged the activity of the injured party, the nature and timing of any retraction by the employee and the extent to which the damaging statements are supported by established facts.</li> </ul>	Reprimand	Removal	10 days	Removal	10 days	Removal	1 year
25. Intentional damage to company property, government property or the property of others.	Reprimand	Removal	10 days	Removal	10 days	Removal	2 year
26. Actual or attempted theft of company property, government property or the property of others. <ul style="list-style-type: none"> <li>• Whether or not restitution was made should enter into the determination of the penalty of the offense.</li> </ul>	Reprimand	Removal	10 days	Removal	10 days	Removal	2 year
27. Immoral, indecent or disgraceful conduct	Reprimand	Removal	10 days	Removal	10 days	Removal	2 year
28. Disrespectful conduct, use of insulting abusive or obscene language to or about another employee	Reprimand	Removal	10 days	Removal	10 days	Removal	2 year
29. Discrimination against an employee or applicant because of race, color, sex or national origin or any reprisal action against an employee	Reprimand	Removal	10 days	Removal	10 days	Removal	1 ear
30. Falsification, misstatement, exaggeration of concealment of material fact in connection with employment, promotion, any record investigation or other property proceeding.	Reprimand	Removal	10 days	Removal	10 days	Removal	1 ear
31. Falsifying any record or oneself or other employee	Reprimand	Removal	10 days	Removal	10 days	Removal	1 ear
32. Disobedience to constituted authorities or deliberate refusal to carry out any proper order from any official having responsibility for the work of the employee's insubordination.	Reprimand	Removal	10 days	Removal	10 days	Removal	2 year
33. Failure to immediately report damage to freight, property or equipment (government, company or private)	Reprimand	Removal	10 days	Removal	10 days	Removal	1 ear