

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SKOOKUM**

**And**

**TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO**

**Effective from April 1, 2014 through March 31, 2018**

## PREAMBLE

THIS AGREEMENT is entered into between Skookum (hereinafter referred to as "Employer" or "Company") and Transport Workers Union of America, AFL-CIO Local 527 (hereinafter referred to as "Union"). It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the "Company" and Employees covered under this agreement.

In consideration of the material promises and agreements herein contained, the Employer and the Union hereby agree as follows:

## ARTICLE 1. SCOPE OF AGREEMENT

Section 1.1 Union Recognition For the term of this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent as certified by NLRB Certification #05-RC-112351 with respect to wages, hours, and conditions of employment for the regular full-time and regular part-time Production Control Clerks, General Clerks, Carpenter Maintenance Workers, Plumber Maintenance Workers, Welder Maintenance workers, General Maintenance Workers, Equipment Mechanics, Appliance Mechanics, Locksmiths, Painter Maintenance Workers, Special Equipment Mechanics, Heavy Equipment Operators, Grounds Maintenance Laborers, Maintenance Trades Helpers, Truck Drivers, Tractor Operators, Enhancements Laborers, Warehouse Specialists, Tools & Parts Attendants, and associated Foremen who are employed by the Employer at the Fort Lee Directorate of Public works (DPW) Service Project, but excluding temporary employees, confidential employees, managerial employees, office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

Section 1.2 Coverage Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

## ARTICLE 2. MANAGEMENT RIGHTS

Section 2.1 Employer retains the sole right to manage the affairs of the business and to direct the working forces. It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the Commonwealth of Virginia and the United States. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- a. Determine the services to be provided; methods and schedules of operation, work and services; the type of equipment used; and the sequence of processes, work and services;
- b. Hire and determine the number of employees to be employed;
- c. Use independent contractors and consultants to perform work or services;
- d. Close down, relocate, subcontract, or contract out the Employer's operations or any part thereof, in accordance with Article 8- Contractual Work;
- e. Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees;
- f. Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge for just cause, suspend or otherwise discipline employees, to promote, demote, or transfer employees, to assign work, to assign employees to shifts, assign routes, assign makeup of teams, and determine the amount of work needed, and to lay off employees;
- g. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- h. Control and regulate the use of machinery, facilities, equipment, and other property of the Employer;
- i. Determine the number and location of Employer's facilities.
- j. Appoint employees to Lead and Foreman positions and abolish such positions.

Section 2.2 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof. Any matter not contained and expressly provided for herein remains the exclusive province of the Employer.

Section 2.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the Commonwealth of Virginia and the United States.

### ARTICLE 3. ACCESS AND ADMITTANCE & STEWARDS

Section 3.1 It is hereby understood and agreed that if and when non-employee union representatives are permitted access by the Army to the site on which the Company's operations are located, such representatives shall have access to the Company's work site for the sole purpose of investigating grievances and safety complaints; and for conducting other business related directly to the bargaining unit. Said privilege to be exercised so that no employee is interrupted during working time for the purpose of conducting union business. Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings serviced by the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. Visitation shall not be in areas or at times that would be detrimental to the management and function of the operation. Such representatives shall inform a member of management of the nature of their visit prior to admission to Company premises and of their departure when the visit is completed. Approval for such admission to Company premises will be granted unless operational activities require delay in time or date. All other union business of such representatives shall be conducted off site.

Section 3.2 The Union will provide to the Company an initial listing, upon contract ratification and updates as changes occur, of all Union Representative and Bargaining Unit Officers that are permitted to act in their behalf at Ft. Lee Directorate of Public Works (DPW) Service Project on a normal basis.

Section 3.3 Union Stewards. Upon execution of this Agreement, the Union shall promptly furnish the Human Resources Manager, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the Human Resources Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment.

Section 3.4 The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance which the employee desires him to present.
- b. To investigate a complaint or grievance before presentation to the appropriate supervisor.

- c. To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement.

Section 3.5 A Union Steward may take only reasonable and necessary time during work hours to carry out his responsibilities as set forth above and this time may not unreasonably interfere with assigned duties. These activities will be carried out with minimum disruption to the operations. The Steward shall not solicit complaints or grievances.

Section 3.6 Stewards will be elected and shall be assigned as follows:

1. One Chief Steward
2. Three Stewards

Section 3.7 A Steward shall secure permission from his supervisor before leaving his work station and will report back to his supervisor upon return to his work station. Permission will be granted unless operational activities are affected. Before entering the work area of another supervisor, the Steward shall contact and secure permission from that supervisor, who shall grant permission unless operational activities are affected. Upon entering the work area of another supervisor's responsibility, the Steward will contact the supervisor and explain the nature of his visit before attempting to contact any employee. Upon his departure, the Steward will inform the supervisor in the area in which he is visiting that he has concluded his business and is leaving the work area.

Section 3.8 The Company will pay Stewards at their regular straight time rate for the reasonable and necessary time for grievance consultations and/or grievance meetings during their regular work shifts. The Company will not pay for any other time a Steward is removed from his work to serve the Union in any official capacity or to serve on any Union committee.

## ARTICLE 4. SENIORITY

Section 4.1 Application of Seniority. Subject to Section 4.2 of this Agreement, where ability, efficiency, attendance (excluding approved absences), overall work performance and all other things materially related to a personnel action are relatively equal, seniority will be observed in layoffs, recalls, and promotions. The Employer shall determine whether an employee is qualified for a particular job. Furthermore, the Employer shall determine an employee's ability, efficiency, reliability, and all other things materially related to a personnel action. The Employer may fill a vacant position with a person from outside of the Employer if the Employer determines that no eligible current employee

possesses the desire and ability to adequately perform the job at the present time or fit within the missions of the organization.

Section 4.2 Recognition of Employer's Mission The Employer and the Union recognize the Employer's mission is to train and employ workers with disabilities and that the Employer's legal and contractual obligations require seventy-five percent (75%) of the Employer's workforce be comprised of workers with severe disabilities. Furthermore, the Union recognizes that the Employer is a Vocational Rehabilitation contractor, qualified rehabilitation facility, community rehabilitation program, and non-profit agency.

When the Employer's percentage of direct labor hours being performed by workers with severe disabilities is in jeopardy of falling below the percentage required by law and contract the employer shall have the right to lay off or reduce the work hours of employees without disabilities by order of their seniority and documented ability within a job classification.

The Employer may give workers with disabilities priority in seniority over workers without disabilities with respect to hiring, assigning job duties, scheduling workload, shift scheduling, scheduling hours of work on holidays, determining hours to be worked, layoffs, recalls and reductions in staff or hours of work.

When the Employer's workforce of employees with disabilities is in jeopardy of falling below the percentage required by law and contract, irrespective of any Section or provision of this Agreement, the Employer shall have the right to layoff or reduce the work hours of employees without disabilities. For purposes of layoffs and reductions of hours of work, employees with disabilities shall have priority, followed by employees without disabilities by order of their seniority.

Final determination of those with disabilities and the placement of an individual under this Agreement will be at the discretion of the Vocational Rehabilitation Manager and the Human Resources Director. Appropriate job match will always be of significance.

Section 4.3 Accrual of Seniority Each employees seniority date will be the date he or she was hired as a bargaining unit employee under this federal contract by the company or a predecessor company at Fort Lee Virginia without a break in service. Employees transferred by the Company to work under this contract shall have their seniority measured from the date of their initial hire by the Company, regardless of where such service was performed for purposes of calculating vacation entitlement. Employees in the same classification who were hired on the same day shall be ranked for seniority purposes based upon the last four digits of their social security numbers, with the "most senior" being the highest number of the last four digits. The Company shall furnish the Union with a quarterly update listing of all Union represented employees which will include seniority dates, job classification, and highlight all additions to the bargaining unit. Seniority shall be attained and begin to accrue from said date of hire or rehire for each calendar day of continuous employment including:

- a. Time lost by reason of accident and bona fide illness, as limited by Article 16.
- b. Time spent on layoff status, not to exceed twelve (12) calendar months.
- c. Time spent on jury duty, witness service, funeral leave or leave of absence for legitimate Union Business in accordance with Section 16.6.

Section 4.4 Loss of Seniority Seniority shall be lost for the following:

- a. Resignation or voluntary quit (failure to report absence from work for three (3) consecutive scheduled work days will be considered a voluntary quit unless excused by the Employer).
- b. Retirement
- c. Discharge for cause.
- d. Inability of Employer to contact employee because of employee's failure to keep Employer advised of a current address and phone number (if any) during a layoff
- e. Failure to report for work within five (5) working days after notice of recall from layoff by employer.
- f. Absence by reason of layoff for a period of twelve (12) calendar months or more.
- g. Failure to return to work at the end of a leave of absence.
- h. Accepting employment elsewhere while on a leave of absence.
- i. The employee is denied security clearance or access to any work area by any official authorized to deny such access or clearance. Employees denied such clearance or access may apply for any open position for which they are qualified, that requires a lower level of clearance or for which they may be granted access.

Section 4.5 Reduction in Force Subject to the provisions of Section 4.2, when a reduction in force is necessary, the Company will seek volunteers within the affected job class first. The Company shall reduce temporary and/or probationary employees within the affected job class next by reverse seniority, where ability, efficiency, attendance (excluding approved absences) and all other things materially related to a personnel action are relatively equal. Should additional reductions be necessary, the Company shall reduce employees within the affected job class next by reverse seniority where ability, efficiency, reliability and all other things materially related to a personnel action are relatively equal. Recall from reduction in force will be in the reverse order of the reduction in force where ability, efficiency, attendance (excluding approved absences) and all other things materially related to a personnel action are relatively equal.

Section 4.6 Requested Information The employer agrees to provide to an officer of the union upon request the necessary and relevant information to support actions taken as described in this article.

## ARTICLE 5. JOB VACANCIES

Section 5.1 Except when the Employer's percentage of direct labor hours being performed by workers with severe disabilities is in jeopardy of falling below the percentage required by law and contract, this Article applies to new positions and open positions that are within the jurisdiction of this collective bargaining agreement.

Section 5.2 Notices of open positions shall be dated and shall be distributed to each work area and posted on employee bulletin boards within two (2) working days from the date of the notice. Notices shall include a closing date that allows employees seven (7) calendar days from the date of notice to apply for open positions, unless the position must be filled sooner because of work requirements and the union is notified. Due consideration shall be given to seniority, qualifications, aptitude and ability to determine which applicant shall be given the opportunity to accept or refuse the vacancy. The Employer shall determine the seniority, qualifications, aptitude and ability of each applicant. This process will continue until all approved openings are filled. All notices shall include the following information:

1. Date of notice (the start date of the job bid)
2. Closing date (unless open until filled)
3. Type of work
4. The job classification
5. The place of work
6. The rate of pay
7. The hours to be worked (if other than regular hours)
8. The minimum qualifications for the position

Section 5.3 A newly promoted employee shall serve a probationary period of ninety (90) calendar days. The employee, upon being promoted, shall be paid the rate of pay for the position effective the first day the employee commences work at the new position. If during the probationary period, the employee request to be returned to his/her former position, the Employer shall honor such request. In the event that the employee's work performance is not satisfactory, the Employer shall have the right to return the employee to his/her former position.

## ARTICLE 6. BULLETIN BOARDS

Section 6 The company shall provide space for up to three (3) appropriate quality bulletin boards of a maximum size of three (3) feet by four (4) feet for the exclusive use of the union for the posting of notices of meetings, bulletins and other union matters.



Upon specific requests by the union, the company may approve additional bulletin boards to accommodate crew reorganizations, crew relocations, project growth, or unit membership growth. Approval will not be unreasonably withheld by the company. The union agrees that the bulletin boards space provided shall be used exclusively for matters relating to or of general interest to the bargaining unit.

Section 6.2 The Union shall not be permitted to post any document containing any inflammatory, scurrilous or intemperate language or any language derogatory to the Company or its employees or in any way reflecting negatively upon the Company or any of its employees.

Section 6.3 All notices to be posted must bear the approval for posting of the appropriate local union representative and are subject to removal by the Human Resource Department or Union if not so approved. The Human Resource Department may eliminate any such derogatory posting that appears.

## ARTICLE 7. SAFETY PRACTICES

Section 7.1 The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards that the employees may encounter at their places of work.

Section 7.2 The employee will notify the Employer verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of any alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

Section 7.3 The Company and the Union agree to work together to ensure maintenance of safe work environments and to prevent accidents.

## ARTICLE 8. CONTRACTUAL WORK

Section 8.1 The right of contracting or subcontracting is vested in the Employer. Additional employees who are hired by the Company to accommodate any expansion of services and/or workload on a consistent and routine basis shall be covered by this Agreement.

Section 8.2 It is the intention of the Company to engage in its practice of subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities, or available manpower.

The Company also will comply with the subcontracting requirements of its Government contract or when the customer directs the Company to subcontract work.

## ARTICLE 9. NO STRIKE – NO LOCKOUT

Section 9.1 Neither the Union, its officers, or agents nor any employee will authorize, encourage, sanction, initiate, participate in, promote, sponsor, honor, support or condone any strike or work stoppage, including a sympathy strike, walkout, slowdown, refusal to work, refusal to work overtime, sit-in, sick-out, concerted work stoppage or any intentional interruption of work, demonstration against or picketing of the Employer, nor other form of economic action or other interference with the operations of the Employer, during the term of this Agreement. Any employee or employees who engage in these prohibited activities shall be subject to disciplinary action up to and including immediate termination of employment. The Employer will not lock out the employees during the term of this Agreement.

Section 9.2 In the event of a violation of Section 9.1, the Union, its officers and agents agree that they will use their best efforts to end such prohibited conduct, utilizing every possible means to include:

- a. Requesting through personal contact or meeting with employees that they comply with this Agreement and not take part in any prohibited conduct.
- b. Notification to all employees that such prohibited conduct is unauthorized and in violation of this Agreement.
- c. Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

## ARTICLE 10. GRIEVANCE PROCEDURE

Section 10.1 For purposes of this Agreement, a grievance is defined as a dispute between the Company and the employees covered by this Agreement concerning the application and interpretation of a specific provision or provisions of the Agreement as written. A controversy as to any matter not specifically covered by an express provision of this Agreement, or which arose prior to the signing of this Agreement, shall not be subject to the grievance or arbitration procedures. This grievance procedure is to be the sole and exclusive remedy for alleged violations of this Agreement by the Employer, its officers, employees, and/or agents. All grievances shall be processed in the following manner.

Step One. Within ten (10) working days of the occurrence of the incident giving rise to the grievance, or within ten (10) working days following the date the employee first reasonably should have known of the events giving rise to a grievance, with the objective of settling the matter informally, the affected employee shall first discuss the matter with the immediate supervisor, and with a Shop Steward if she/he so desires. Failure to file a

grievance within this ten (10) working day period, or to process the grievance within the time limitations set forth in this Article 10, constitutes a waiver of the grievance. All step one decisions will be non-precedent setting.

Step Two. If the aggrieved employee is dissatisfied with the immediate supervisor's response, the employee with or without the Steward, shall within ten (10) working days from the date of the decision given by the aggrieved employee's immediate supervisor, present such grievance in writing to the Site Manager or his/her designee. The Human Resources Manager or his/her designee will assign a tracking number to the grievance upon receipt.

The written grievance shall contain the following:

1. A statement of the occurrence giving rise to the grievance, containing all known pertinent facts;
2. The Article and paragraph of this Agreement alleged to have been breached or violated, and the manner it was breached or violated;
3. The date, time and place of the alleged violation;
4. The names of the persons present, if known, having direct personal knowledge of the facts involved;
5. A statement of what the aggrieved considers a reasonable and appropriate adjustment of the grievance.
6. The Grievance shall be signed by the grieving employee.

Grievances missing any of the above elements shall not be considered. The Site Manager or his/her designee shall give the employee and/or the Steward a written answer to the grievance within ten (10) normal working days of the receipt thereof.

Step Three. If the matter is not resolved by the Site Manager, then the complaint or grievance shall, within ten (10) normal working days after the date of the decision given by the aggrieved employee's Site Manager, be submitted to the General Manager or his/her designee. Within ten (10) normal working days from the receipt of the aggrieved employee's Site Manager's decision from the Grievant and/or Union, the General Manager shall submit his/her answer to the aggrieved employee, copy to Union Representative, copy to the Human Resources Manager.

Step 4-Mediation. At the conclusion of Step 3, if no solution is reached, the Union and Company may jointly agree to submit the grievance to a mediator from the Federal Mediation and Conciliation Service (FMCS). Such reference, if made, must be made within ten (10) working days following receipt of the Employer's answer in Step 3. The federal mediator will have 30 days to attempt to mediate a resolution. If neither party takes action within ten (10) working days from the end of this 30 day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance.

Step 5-Arbitration. If the grievance is not satisfactorily resolved in Step four, the Union may, within ten (10) working days after receipt of the Step four answer, request that the grievance be resolved by an impartial arbitrator. Such a request must be in writing and must be submitted to the Company's Human Resources Director. If the Union fails to request arbitration within ten (10) working days after receipt of the Company's Step four answer, the matter shall be considered settled based on the Company's Step four answer.

In the event arbitration of the grievance is requested, either party may, within ten (10) working days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the Company shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The grieving party shall strike the first name.

The decision of the arbitrator shall be final and binding on the parties; however, such decision must be limited to the interpretation and application of the specific provisions of the Agreement, and the arbitrator shall not have the authority to modify or amend the provision of this Agreement. In addition, the arbitrator's decision shall be limited to the issues or claims specifically set forth in the written grievance submitted under Step Two and Step Three. The arbitrator shall not make any finding or determinations or rule on any claims or issues not expressly contained in the written grievance nor shall he consider or give weight to any matter, evidence or testimony relating or pertaining to issues or claims not contained in the written grievance. The arbitrator shall hear only one grievance at a time.

Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party. Each party is wholly responsible for, and will bear the entire expense of, its own attorney(s), expert witnesses, fact witnesses, and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

Section 10.2 The time limitations set forth in this Article 10 are of the essence of this Agreement and may be extended only by mutual written agreement. The Employer's reply to a grievance will be considered final and binding at any level of the grievance procedure and the grievance closed, if written notification to the contrary is not received within the applicable time limits set forth above. This type of a resolution of a grievance shall not constitute a binding precedent upon the parties in the event of an occurrence of a similar situation in the future. If the Employer does not comply with the time limitations, the Union shall have the right to proceed to the next step of this procedure. For purpose of computing time under any of the provisions of this Article, the day after the occurrence, answer, or meeting shall begin the calculation of time. Grievances not raised and processed in accordance with the above procedure and time limits will be waived and will not be considered.

Section 10.3 In anticipation of and/or during the processing of a grievance through its steps as described herein, the Company shall supply to the union, upon written request, information that “is relevant and necessary” to allow the union to bargain intelligently and effectively with respect to wages, hours and other conditions of employment discussed in the grievance in order to effectively resolve that grievance with the Company.

Section 10.4 The Union or the Employer may initiate grievances by complying with Step 2 of this grievance procedure.

## ARTICLE 11. PROBATIONARY PERIOD AND EMPLOYEE CLASSIFICATIONS

Section 11.1 New Hire Probationary Period All new employees shall be considered probationary employees until they have completed 90 calendar days of employment in the same job classification. The employer shall be the sole and exclusive judge in deciding whether to continue any probationary employee’s employment. The probationary period may be extended by mutual agreement of the Employer and Union. It is recognized by the parties to this Agreement that the probationary period is part of the employer’s employment selection process, and the assignment or retention of any probationary employee shall be solely at the employer’s discretion. It is understood that any disciplinary action, up to and including discharge, taken against the probationary employee shall not be subject to the grievance procedure provided in this Agreement.

Section 11.2 Regular Full-Time Employee A regular full-time employee is an employee who is regularly scheduled to work 40 hours or more per week.

Section 11.3 Regular Part-Time Employee A regular part-time employee is an employee who is regularly scheduled to work fewer than 40 hours each week. The part time employee can work a set schedule or have a schedule which changes each week.

Section 11.4 Temporary Employees Temporary employees shall be considered regular employees after they have completed one (1) year of continuous employment in the same job classification, unless retained longer than one (1) year for the purpose of work resulting from the approved leave of absence of a regular employee.

## ARTICLE 12. DISCIPLINE & DISCHARGE

Section 12.1 Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, with employees having the right to defend themselves against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the occurrence or the condition giving rise to the action, or within fifteen (15) working days of the date the employer should have known of the occurrence or the condition giving rise to the action. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union.

Section 12.2 Counseling or disciplinary action should be consistent with the severity of the offense, circumstances, frequency of occurrence, impact to organization, prior counseling or disciplinary action history and/or, impact to other employees and our customer(s). The intent of discipline is to correct unwanted, undesirable or unacceptable behavior and should normally be progressive in nature. Depending of the severity of the problem, the employees work record and the number of occurrences; there may be circumstances when the Company may bypass progressive disciplinary procedures.

Section 12.3 Employees who are excessively absent, late, or leave early negatively impact the company's operations and create hardships for those employees who regularly and promptly report to work. Time off from work taken by the employee in excess of the time off authorized by this agreement may be considered absenteeism by the company. Absences due to the use of time off from work authorized by this agreement and/or the Family Medical Leave Act by itself shall not be viewed by the Company as absenteeism.

### ARTICLE 13. SUBSTANCE ABUSE POLICY

Section 13.1 Employees must comply with the Drug Free Workplace Act Policy in the Employer's Employee Handbook as a condition of continued employment. The substance abuse policies applicable to bargaining unit employees shall be as set forth in the Employer's Employee Handbook.

### ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

Section 14.1 It is the continuing practice of the Union and the Company that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religion, national origin, sex, veterans status, genetic information, marital status, disability, pregnancy, childbirth or related medical conditions, or any other classification protected by federal, state, or local law. Discrimination complaints shall be resolved through the Company or the appropriate State and/or Federal agency, or deferred to the grievance procedure when applicable. It is also understood that the Union will continue to cooperate with the Company in maintaining its Affirmative Action Program to ensure the equality of opportunity in all aspects of employment.

### ARTICLE 15. AGENCY SHOP CLAUSE AND CHECK OFF

Section 15.1 All employees shall, as a condition of employment, be required to make periodic tender of money to the Union in an amount not to exceed the cost of collective bargaining and representation. The first such tender is to be made within fifteen (15) days following completion of thirty one (31) days of employment or the effective date of this Agreement, whichever is later.

Failure of an employee to comply with this requirement shall, upon written request of the Union, result in the termination of such employee. Employees who are terminated by the Company prior to the expiration of their initial ninety (90) day probation shall upon written request receive a refund of their dues from the Union. This Section shall not preclude any employee who wishes to voluntarily become a member of the Union from doing so.

Section 15.2 When a new employee is hired in a job classification listed in Schedule A, the Company agrees to furnish to the Union the following information with fifteen (15) calendar days of the employee's hire date: name, address, hire date, classification, job location and shift assignment. The Company shall inform all newly hired employees of the "Agency Shop Clause" during employee orientation. The Company shall allow the Union President or his/her designee to make its presentation to new employees with fifteen (15) calendar days of the employee's hire date during working hours.

Section 15.3 It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment. If the terms of this Agency Shop Clause are, in the future, declared unlawful by a court of competent jurisdiction, the provisions of the Article shall not apply.

Section 15.4 The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense, including attorney fees, arising out of the discharge of any employee or payroll deductions made pursuant to this Article, and the Company shall not be required to make any investigation of, but shall be entitled to rely on any representation made by the Union with respect to the discharge of any employee for failure to comply with the requirements set forth in this Article. In the event it is determined by any proper judicial or quasi-judicial forum that any employee was improperly discharged or a deduction(s) improperly made by the Company acting on the Union's advice, the Union will indemnify and hold the Company harmless from any and all claims.

Section 15.5 The Union shall furnish the Company a letter stating the Union dues formula to be used to compute monthly deductions. Such a letter shall be in effect for the duration of the Agreement unless modified by the Union. The Company agrees to deduct Union dues from the pay of those employees who are employed during said month and who have executed and furnished the Company, via the Union, a form authorizing payroll deduction of Union dues.

Section 15.6 The Union shall submit payroll deduction authorization forms to the Company by the 15<sup>th</sup> day of each month. Each authorization form shall contain the name, social security number, employee number and signature of the employee executing the form. The Union accepts responsibility for the authenticity of each authorization form. Authorization forms which are incomplete or in error will be returned to the Union immediately for correction. The Company shall begin payroll deductions for Union dues effective the pay period following receipt of properly completed and executed authorization forms.

Section 15.7 The Company agrees to deduct one-half of the monthly dues from the first and second pay periods of each month, provided that deductions have been properly authorized as outlined above, and provided further that sufficient earnings remain to cover the Union dues after the deductions required by law. Such deductions shall continue in like manner thereafter, except as qualified herein.

Section 15.8 In cases where deductions for dues are made from the pay of any employee who has previously paid dues, the Union will make refund or credit directly to such employee.

Section 15.9 The Union shall provide to the Company, in writing, the name and address of the official authorized to receive payment of Union dues deductions on behalf of the Union. The Company shall remit union's dues deductions on a monthly basis to the designated official no later than fifteen (15) calendar days following the first pay period of each month. The monthly remittance shall include a list of those employees for whom dues deductions were made. The list will include employee name, base hourly rate and amount of deduction.

## ARTICLE 16. LEAVES

Section 16.1 Sick Leave Regular full-time employees will accrue sick leave benefits at the rate of four (4.0) hours for each calendar month upon the completion of their probationary period. Employees do not earn sick leave benefits during any period of unpaid time off. The yearly sick leave benefit is six (6) days or 48 hours per year. Regular part-time employees accrue sick leave benefits on a pro-rata basis according to hours worked. Unused sick leave may be carried over from one year to the next for a maximum of eighty (80) hours. Any unused sick leave over eighty (80) hours will be forfeited. Unused sick leave benefits are not paid for upon termination of employment.

Employees may use earned sick leave for the following situations:

- Employee's illness, injury or temporary medical disability (for example, associated with pregnancy or childbirth);
- Absences to care for the employee's minor child who has a health condition requiring treatment or supervision;
- Absences to care for the employee's adult child who has a health condition requiring treatment or supervision, if the adult child is incapable of self-care because of a mental or physical disability;
- Absences to care for the employee's spouse, parent, parent-in-law or grandparent, who has either:
  - o a serious health condition; or
  - o an emergency health condition



- An employee's or child's [parent's, parent-in-law's, spouse's or grandparent's] doctor, dentist or optometrist's appointments that cannot be scheduled outside of work hours;
- For leaves to care for employees, children, spouse or parent with serious medical conditions under the Family and Medical Leave Act; or
- As required by applicable state law.

Employees may use up to twenty-four (24) hours of sick leave per contract year (April 1-March 31) for personal reasons. These hours may not be carried over from one contract year into the next and are not paid for upon termination of employment. Unused personal leave remains sick leave that can be carried over in accordance with the provisions of this Section 16.1. Personal leave may be used for any reason. Employees should schedule personal leave as far in advance as possible and in accordance with the Employer's attendance policy. The Union acknowledges that the Company reserves the ultimate right to manage quotas and scheduling. Therefore, the Company shall retain the final right to approve, deny, schedule, and, if necessary, cancel personal leave.

Section 16.2 Termination of Medical Leave Medical leave of absence will terminate when the employee is determined by his/her treating physician to be medically able to return to work, either on full or transitional duty and the Company offers the employee such full or transitional duty job for which the employee is able to perform. Termination of a Medical Leave may also occur when, in the judgment of the Company based on all the medical information available; there is no expectancy of return to work. Each employee's Medical Leave will be handled on an individual case by case basis, and does not exclude the grievance procedure.

Section 16.3 Union Leave and Appointments Union stewards and officers shall be allowed, upon supervisory approval, and based on operational considerations, time during the workday paid by the Company to investigate complaints on grievances. This time is allowed on a non-interference basis. If an employee cannot be relieved of duty, he/she shall be informed of the reason and be told when they can be excused.

Section 16.4 When employees request union representation at meetings that may result in disciplinary action, the union representatives may do so on Company time providing that the representative's supervisor is notified and that the representative's absence will not disrupt operational activities. If the absence of the representative is not approved, the employee may request another representative or the meeting will be rescheduled.

Section 16.5 Union officers or delegates will be granted unpaid leave for the purpose of attending union conventions or other meetings of interest to the Union, provided such request is made to the Company with at least 48 hours' notice prior to the absence and that his/her absence will not disrupt operational activities.

Section 16.6 Employees approved for Leave of Absence (longer than two weeks) for

legitimate Union Business will retain their seniority date for purposes of return to their previous job classification for up to six (6) months. The Company will continue Company paid health care coverage and basic life insurance for the month following the month in which the leave commences. An employee on union leave will continue to be responsible for any payroll deduction amounts necessary to continue their health care and supplemental benefit programs.

Any employee in the bargaining unit who is either elected or appointed to a position of office in the Union as President, the duties of which require their absence from work, shall be granted a leave of absence without pay for up to 6 months. The employee shall accumulate seniority during the period of leave of absence for the purposes of return to their previous job classification.

Section 16.7 Eligible employees shall be entitled to leave as provided under and in compliance with applicable federal and state law.

## ARTICLE 17. HOURS OF WORK AND OVERTIME

Section 17.1 Purpose of Article The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

Section 17.2 Work Week The regularly scheduled workweek shall consist of forty (40) hours beginning at 0001 Sunday and ending one hundred sixty-eight (168) hours thereafter. Ad hoc changes to the reference workweek will be at the mutual agreement of the Company and the Union.

The normal work day shall be eight (8) consecutive hours, exclusive of the unpaid lunch period, with the exception of four (4) ten (10) hour days if such workweek is implemented by the Company. Changes in hours or assignments to shifts may be made whenever necessary.

Employees will be permitted two (2) paid 15-minute rest periods per day. The first rest period is generally scheduled near the mid point between the start of the shift and the meal period, and the second rest is generally scheduled near the mid point between the meal period and the scheduled end of the shift. The Company will manage the number of employees taking rest periods at any given time.

Section 17.3 Employee Notification Employees who are unable to perform their duties because of illness or disability should whenever possible, notify their immediate supervisor of that fact at least two (2) hours prior to the start of their scheduled working hours. In the event that an illness or disability extends beyond the first workday, the employee and the

employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.

Section 17.4 Overtime Work. Non-emergency overtime work will be distributed to employees who are qualified to perform the overtime work on a voluntary basis first, then by reverse seniority, as equally as practicable, as long as the required work can be accomplished in a timely manner. Consideration of individual circumstances will be given on an individual basis. It is agreed that overtime, when required, is necessary and mandatory. Refusal to work overtime, when required, shall subject the offending employees to disciplinary action. The Employer shall determine, in its discretion, whether an employee is qualified to perform the work in question.

Section 17.5 Overtime Pay. An employee shall be paid at the rate of one and one-half (1-1/2) times his or her regular straight-time rate of pay for all hours actually worked in excess of forty (40) straight-time hours in one workweek. For purposes of this section 17.5 only, paid holiday and vacation hours will count as hours actually worked.

Section 17.6 Emergency Facility Closings When facilities serviced by employees under this Agreement are closed due to severe weather conditions prior to the commencement of the shift, only specified and notified emergency support employees are to report to work as directed. All other employees will receive report to work instructions by local radio announcement or at the direction of the Company. An emergency support employee directed to report to work, and unable to do so, shall notify their immediate supervisor as soon as possible.

The Company snow removal plan shall be the accepted guideline to meet contract requirements during adverse winter weather conditions. The Company will provide the Union with a copy of the snow removal plan and will provide the Union with updates to the plan as required.

Section 17.7 Call Back Hours When an employee has completed a shift and has been relieved for the day and has left the Company's premises, or when an employee is on one of his regular days off and is recalled to work by Company management/supervisor, the employee shall be paid a minimum of two (2) hours pay to include one (1) hour travel time. If the employee is called back a second time he/she will receive pay at a minimum of four (4) hours. The Company reserves the right to assign work during the four hour call back time. This provision excludes early call-ins or holdovers.

Section 17.8 Designated On-Call Personnel The Company will designate employees who will be required to carry and respond to electronic devices such as cell phones after normal working hours. Employees are required to respond to the call within twenty (20) minutes, and are required to be on-site within one (1) hour of the initial call. If different times, as indicated, are required by the Government, the parties have agreed to make the necessary adjustments.

Designated personnel will receive compensation as set forth in Section 20.4.

## ARTICLE 18. HOLIDAYS

Section 18.1 Regular Full Time Employees regularly working an (8) eight hour shift will receive (8) straight time hours as holiday pay.

Employees will receive their normal daily wages for the following holidays, even though no work is performed by the employee:

- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July Fourth
- Labor Day

Section 18.2 If a holiday falls within an employee's vacation period, the employee will record the day as a holiday on his timesheet and will not be charged with a day of vacation.

Section 18.3 When a holiday falls on an employee's regular scheduled day off, the employee will be allowed to observe the holiday on a schedule work day within the same week (normally the employee's next scheduled work day).

Section 18.4 To be entitled to holiday pay, the employee must be hired before the holiday and have paid time during the week in which the holiday occurs.

Section 18.5 When an employee is required to perform work on a scheduled holiday, the employee will be paid for the hours worked in addition to receiving the holiday pay. The call back provisions of Article 17.7 will also apply.

Section 18.6 Part time employees shall receive prorated holiday pay based upon hours worked in the previous workweek.

## ARTICLE 19. VACATIONS

Section 19.1 Regular Full Time and Regular Part Time Employees who have completed one year of employment shall be entitled to receive an annual paid vacation according to the following schedule:

Section 19.2 Two (2) weeks paid vacation after one (1) year of service; three (3) weeks after five (5) years of service and four (4) weeks after fifteen (15) years of service. Regular Part Time Employees accrue vacation on a prorated basis.

Section 19.3 Employees should schedule vacation as far in advance as possible. All requests for vacation usage must be submitted to their immediate supervisor for approval.

Section 19.4 The Union acknowledges the fact that the Company reserves the ultimate right to manage quotas and scheduling. Therefore, the Employer shall retain the final right to approve, deny, schedule, and, if necessary, cancel all vacations. All vacation periods must be approved by the site supervisor.

Subject to the provisions of this Article and provided that it does not interfere with the efficiency of operations, the Employer will allow an employee who is entitled to 80 hours or more of vacation to take 80 consecutive hours of vacation if sufficient advance notice of this request is given to the Employer.

Vacation time carried forward may not exceed the amount of time the employee accrued during the previous year. An employee will be paid for vacation hours to which he or she is entitled but which he or she has not used at the time of termination of employment.

Section 19.5 An employee shall be compensated for vacation at the employee's straight time base rate, exclusive of all premiums.

## ARTICLE 20. WAGES AND BENEFITS

Section 20.1 The wage rate for bargaining unit employees shall be as set forth in Appendix A-1. The wage rates listed in this Labor Agreement are the guaranteed minimum rates of pay for each classification. The Employer may, at its sole and absolute discretion, provide premium pay notwithstanding this Agreement and may revoke said premium pay at its sole and absolute discretion. The premium pay may be to the individual, group, or organization-wide.

The Employer and the Union recognize the Employer's mission is to train and employ workers with disabilities. Based on their disability, specific individuals may be identified by the employer as candidates for the employer's commensurate wage program. For those individuals identified by the employer as being a fit for the commensurate wage program, if time studies show their productivity falls below 80% of the standard, they will be paid based on commensurate wages. If their productivity rises 80% or higher, they will be paid based upon the contractual wage. The Employer will work within all applicable productivity standards established by the U.S. Department of Labor.

Section 20.2 An employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a higher rate of pay, shall be paid at the higher rate. An

employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a lower pay, shall be paid his regular rate during such assignment.

Section 20.2.1 Employees who are specified and/or notified to support severe weather events or other disaster recovery and report to work on rotating shifts will be paid one and a half times their hourly rate. Employees that are required to work a normal work shift or during normal working hours will not be included in this provision.

Section 20.3 Job Classifications The Employer shall have the right to establish, evaluate, change, and delete a job classification, provided such action on the part of the Employer is not directed towards reducing the rate of a job in which no substantial change in the job itself has occurred. In the event the Employer determines the need to establish a new job classification or modify existing job classifications or descriptions within the Bargaining Unit, during the term of this agreement, the Company will notify the Union in writing (e-mail acceptable). The Company will develop the job description/duties and provide it to the Union. The Company will propose a wage rate for the new or revised classifications. The final wage rate shall be determined through negotiation of the parties. If the parties fail to reach agreement on the wage rate of the new classification, either party may refer the issue to Arbitration under Article Ten of this agreement. The job classification and wage rate established and implemented by the Company will remain in effect unless ruled unreasonable or arbitrary by Arbitration. The Arbitrator shall have the authority to determine the wage rate for the new or revised classification based solely in relationship to the duties and wage rates of other classifications covered by this agreement.

New or revised job classifications introduced during the term of this Agreement will be discussed with the Union. Disputes arising out of this Article may be made the subject of the Grievance and Arbitration procedures of this Agreement.

Section 20.4 On Call Pay Employees designated as on call personnel, as defined in Section 17.6, will receive an additional \$9.00 per day. The call back provisions of Section 17.6 are also applicable. The parties agree that on call time is not hours worked.

Section 20.5 Shift Differential Employees regularly assigned to shifts, as defined below, will receive shift differential pay as follows:

1. Day shift (starting at 6 a.m. or later and before 12 noon) – none
2. Afternoon shift (starting at 12 noon or later and before 5 p.m.) \$0.65
3. Night shift (starting at 5 p.m. or later and before 6 a.m.) \$0.75
4. Rotating shift (among day, afternoon and night or any combination of two of the three shifts either within the same week or on a week to week basis) \$0.75

If an employee who regularly works the afternoon shift or night shift is assigned to work on any other shift for less than one week, the employee will retain the shift differential.

Section 20.6 Personal Protection Equipment (PPE) Allowance For those employees the company requires to wear safety-toe protective footwear, the Company will provide that footwear as needed by paying up to One Hundred Ten Dollars (\$110.00) per calendar year towards the purchase thereof upon the submission of an original purchase receipt provided by the employee.

Section 20.7 Civil Leave Employees will be granted civil leave if called to serve on a jury or if subpoenaed to testify in court in a trial in which the employee is not a named party (i.e., plaintiff or defendant). An employee will be paid the difference between compensation received for jury or courtroom duty and his/her regular base pay (not including shift differential) for up to ten (10) working days per calendar year. An employee is required to make arrangements with his/her supervisor in advance of the absence. Documentation of service must be provided to Employer. Day shift employees will be required to report for work if their jury duty/testifying service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Hours paid under this Section 20.7 will not be counted as hours worked for the purpose of computing overtime pay.

Section 20.8 Bereavement Leave Employees shall be granted up to three (3) days of paid leave immediately following the death of an immediate family member. Members of the immediate family include the following relatives of the employee or the employee's spouse: a spouse, documented domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, or sister. Part-Time employees may request bereavement leave on a pro-rata basis according to hours worked. Temporary employees are not eligible for bereavement leave.

If an employee must attend services which include travel greater than 200 miles one way, one (1) additional day or a total of four (4) days shall be granted.

Proof of relationship, death, and date of funeral may be required. Hours paid under this Section 20.8 will not be counted as hours worked for the purpose of computing overtime pay.

Section 20.9 Employee Assistance Program The Company will provide an Employee Assistance referral program to provide confidential, professional assistance to employees and their families to address problems involving alcohol/drug dependence, marital and other family problems, mental health, and financial difficulties.

Section 20.10 401K Plan The Employer sponsors a 401K Plan for eligible employees. The terms of the Plan Document shall control the operation of this Plan. Each eligible regular full time employee will receive a deposit of one hundred forty dollars (\$140) into that employee's 401K account for any month during which he/she earns at least eighty (80) paid hours from the Employer. Employees are immediately vested once the employer has made the contribution into his/her 401K account.

The Employer will deposit three dollars and eighty-one cents (\$3.81) per hour actually worked into each regular part-time employee's 401K account. Calculation and deposits of

these funds will be made no later than two months after they are earned. (The 401K contribution made by the Employer on behalf of regular part-time employees is designed to be in lieu of medical benefits, to which regular part-time employees are not entitled.)

Section 20.11 The employer will provide the following type of benefits for each eligible regular full time employee (as set forth in Section 20.14 below): Medical, Dental, Vision, Life Insurance/Accidental Death and Dismemberment, Short Term Disability, Sick leave, Civil leave, Bereavement leave, 401K plan, and Employee Assistance Program.

Section 20.12 Medical, Dental, Vision and Short Term disability Plans. The Employer will pay the premiums in full for employee only coverage for each eligible regular full time employee (as set forth in Section 20.14 below) who does not opt out of Company provided medical benefits as set forth below. The Employer will pay one-half of the premiums for those dependents of each eligible regular full time employee who are determined to be eligible by Skookum's Plan and/or the insurance carriers only if said employee elects to cover those dependents by purchasing coverage for them, at one-half of the group rate established by Skookum's Plan and/or the insurance carriers. Employees who elect to purchase coverage for their dependents must authorize the Employer, in a form acceptable to the Employer, to withhold from their paychecks and to remit to the insurance carriers the appropriate monthly premiums due for the dependents coverage elected by the employee. If, for any such period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the 5th of the month, the amount of premium owed by the employee. The Employer will not pay any premiums for dependent coverage on behalf of employees who do not comply with the above requirements.

Full time employees may opt out of Company provided Medical, Dental and Vision Benefits if they provide acceptable proof of similar group sponsored insurance coverage to the Employer. Such proof must be provided annually. Full time employees who fail to provide such acceptable documentation and/or who do not make an election as to which level of coverage they want will be enrolled in the Company Medical Plan in the Individual level of coverage.

Each employee who opts out of Company provided Medical, Dental and Vision benefits as provided above will have two dollars (\$2) per hour actually worked, up to a maximum forty (40) hours in a work week, deposited in his/her 401K account. Employees can only opt out of Company provided Medical, Dental and Vision benefits either initially upon hire or during Open Enrollment. For new hires, payment in lieu of benefits will begin to accrue on the first of the month following sixty (60) days of continuous employment for the Employer. For employees who opt out during Open Enrollment, payment in lieu of benefits will begin to accrue on the first day of the next calendar year.

Section 20.13 Life Insurance The Employer will pay the premium for each eligible regular full time employee (as set forth in Section 20.14 below) for life insurance which, in the event of the death of an employee while employed by the Employer, will provide a



benefit of Fifty Thousand Dollars (\$50,000.).

Section 20.14 Effective Dates of Coverage Only regular full time employees are eligible to participate in the above insurance plans. A regular full time employee is an employee who is regularly scheduled to work no less than forty (40) hours per week.

A “regular full time employee” for purposes of health insurance coverage only will be defined consistently with regulations defining “full time employee” which are developed under the Patient Protection and Affordable Care Act (PPACA) and which are currently in effect.

Coverage of an eligible regular full time employee under the insurance programs set forth in Sections 20.12 and 20.13 shall commence on the first of the month following sixty (60) days of continuous employment for the Employer. For part-time Employees moving to full-time status, coverage will become effective the first of the month following date of full-time employment provided that the Employee had been employed at least sixty (60) days upon transferring to full-time status.

The Employer will pay the premiums and coverage will be in effect for an eligible regular full time employee only for a month following a month in which said person actually continues to work at least forty (40) hours per week for the Employer (excluding qualifying paid holidays and vacations) covered by this collective bargaining agreement.

The Employer will pay the premiums and coverage will be in effect for eligible employees who qualify as a “full time employee” pursuant to regulations defining “full time employee” which are developed under the PPACA and which are currently in effect.

Section 20.15 Scope of Employer Responsibility The Employer's responsibility under this Article 20 is limited to the payment of necessary premiums to purchase the insurance described in Sections 20.12 and 20.13. It has no liability for the failure or refusal of Skookum's Plan and/or the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of Skookum's Plan and/or the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 20.

Section 20.16 Change In Carrier The Employer will have the option during the term of this Agreement to change carriers, or to institute a self-insured program, with the same benefit levels in coverage. This option may be instituted at the sole option of the Employer without further bargaining with the Union

Section 20.17 Sick Leave Sick Leave will be provided to each eligible employee in accordance with Article 16.

Section 20.18 Employees with lead assignments shall receive one dollar and 10 cents (\$1.10) per hour for all hours of the lead assignment. Employees who are regularly assigned the lead position shall receive their Lead pay on all hours paid.

Section 20.19 Safety representatives appointed or elected by their department will receive an additional fifty cents (\$.50) per hour for each hour paid during the duration of their appointment.

Section 20.20 Tool Allowance Employees who are required to provide their own hand tools shall receive one hundred sixty two dollars and fifty cents (\$162.50) per year. The tool allowance will be paid to the employee in a lump sum on an annual basis by April 1 of each year. See Appendix A-2 Company Tool List.

## ARTICLE 21. LEAVE OF ABSENCES

Section 21.1 Leave of Absences. The Leave of Absence Policy applicable to bargaining unit employees shall be set forth in the Employer's Employee handbook. The Union shall be provided a copy of any new or revised leave of absence policies or procedures with respect to the bargaining unit twenty (20) working days prior to the time they are to be implemented. Following this notification, if the Union chooses to waive its right to bargain in writing or does not request bargaining on the changes, the changes will be fully implemented on the twenty-first (21) working day after the Union was provided with the copy of the new or revised policies or procedures.

## ARTICLE 22. SAVINGS CLAUSE AND GOVERNMENT REQUIREMENT

Section 22.1 In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to that specifically specified in the Court's decision, and the balance of the contract shall remain in full force and effect. Upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

Section 22.2 The Company agrees to work with the Union in all matters required by the United States Government, and the Union recognizes that the terms and conditions of this Agreement may be affected by certain sovereign priorities which the United States Government may exercise. The Union will not unfairly hold the Company liable for a breach of this Agreement for actions the United States Government requires it to take and which it could not avoid. The Union and the Company recognize, and will abide by the Javits-Wagner-O'Day Act, Public Law 92-28, Executive Order 11246 and Title VII of the Civil Rights Act of 1964 and all related rules, laws and regulations, as amended.

## ARTICLE 23. SOLE AGREEMENT

Section 23.1 This written Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing

Agreement between the parties hereto.

**Section 23.2** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this written Agreement. It is agreed and understood by the Company, Skookum Contract Services and the Union, Transport Workers Union of America (AFL-CIO), that all matters not contained and expressly provided for herein remain the exclusive province of management. Any aspect of hours, wages, rates of pay and other conditions of employment not covered by specific stipulation in a particular provision of this Agreement are declared to have been expressly eliminated as a subject for bargaining. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 24. TERM OF AGREEMENT

Section 24.1 This Agreement shall be effective as of April 1, 2014 and shall continue in effect until March 31, 2018, and thereafter from year to year unless changed by mutual consent, or unless terminated by written notice by either party to the other not less than 60 days prior to the termination date or any subsequent annual termination date.

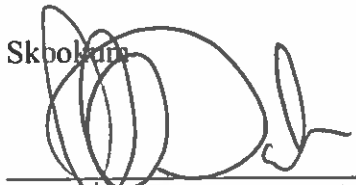
Section 24.2 Effective October 1, 2014, this Agreement shall be open for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

Section 24.2 Effective October 1, 2015, this Agreement shall be open for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

Section 24.2 Effective October 1, 2016, this Agreement shall be open for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

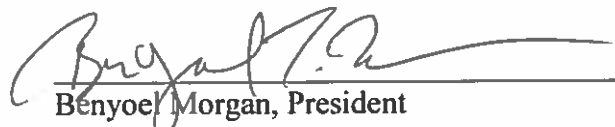
Section 24.2 Effective October 1, 2017, this Agreement shall be open for the sole purpose of negotiating only medical plans, benefits and costs. Any changes in plan(s) or costs agreed to by the parties will become an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto being duly authorized to execute same have entered into this Agreement this 25<sup>th</sup> day of MAR, 2014.


  
\_\_\_\_\_  
Jeff Dolven, President and CEO

Date 3/25/14

Transport Workers Union of America, AFL-CIO

  
\_\_\_\_\_  
Benyoel Morgan, President

Date 3-14-2014

  
\_\_\_\_\_  
Richard Boehm, International Rep

Date 03-14-2014

  
\_\_\_\_\_  
Eddie Williams, Local Representative

Date 3-14-2014

**Appendix A-1**  
**Wage rates and effective dates**

Wage Schedule	1-Apr-2013	1-Apr-2014	1-Apr-2015	1-Apr-2016	1-Apr-2017
Job Classification		2.00%	2.00%	2.00%	2.00%
Appliance Mechanic	\$25.87	\$26.39	\$26.92	\$27.45	\$28.00
Carpenter Maintenance	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26
Enhancement Laborer	\$11.37	\$11.60	\$11.83	\$12.07	\$12.31
Special Equipment Mechanic	\$25.87	\$26.39	\$26.92	\$27.45	\$28.00
Foreman, Building & Structures	\$28.71	\$29.28	\$29.87	\$30.47	\$31.08
Foreman, Dining & Laundry Facilities	\$31.58	\$32.21	\$32.86	\$33.51	\$34.18
Foreman, Plumbing	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09
Foreman, Grounds	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
General Clerk I	\$11.44	\$11.67	\$11.90	\$12.14	\$12.38
General Clerk II	\$13.49	\$13.76	\$14.03	\$14.32	\$14.60
General Clerk III	\$16.91	\$17.25	\$17.59	\$17.95	\$18.30
General Clerk IV	\$22.35	\$22.80	\$23.25	\$23.72	\$24.19
General Maintenance Worker I	\$24.12	\$24.60	\$25.09	\$25.60	\$26.11
General Maintenance Worker II	\$25.12	\$25.62	\$26.13	\$26.66	\$27.19
General Maintenance Worker III	\$26.12	\$26.64	\$27.18	\$27.72	\$28.27
Equipment Mechanic I	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81
Equipment Mechanic II	\$23.48	\$23.95	\$24.43	\$24.92	\$25.42
Equipment Mechanic III	\$25.87	\$26.39	\$26.92	\$27.45	\$28.00
Equipment Operator, Heavy	\$23.94	\$24.42	\$24.91	\$25.41	\$25.91
Laborer, Grounds Maintenance	\$11.37	\$11.60	\$11.83	\$12.07	\$12.31
Locksmith	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26
Maintenance Trades Helper	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81
Painter, Maintenance	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26
Plumber, Maintenance	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26
Production Control Clerk	\$21.65	\$22.08	\$22.52	\$22.98	\$23.43
Special Equipment Mechanic	\$25.87	\$26.39	\$26.92	\$27.45	\$28.00
Special Equipment Mechanic/HVAC	\$28.71	\$29.28	\$29.87	\$30.47	\$31.08
Tractor Operator	\$13.54	\$13.81	\$14.09	\$14.37	\$14.66
Truck Driver, Heavy	\$22.48	\$22.93	\$23.39	\$23.86	\$24.33
Tools & Parts Attendant	\$17.38	\$17.73	\$18.08	\$18.44	\$18.81
Warehouse Specialist I	\$18.73	\$19.10	\$19.49	\$19.88	\$20.27
Warehouse Specialist II	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
Welder, Maintenance	\$26.60	\$27.13	\$27.67	\$28.23	\$28.79

## Appendix A-2 Tool Lists

### Appliance Mechanic

Tool Set (3-piece pliers set)	EA	1
Wire Stripper	EA	1
Inspection Mirror	EA	1
Magnetic Retrieving	EA	1
5 pc. Screw Driver Set	EA	1
Wrench Set	EA	1
Tube Cutter	EA	1
2 pc. Pipe Wrench (10" and 12")	EA	1
Screwdriver	EA	1
Cushion Grip Multi. Tool	EA	1
Nut Drivers	EA	1
20 pc. Standard Metric Hex 1 Set	EA	1
Torpedo Level	EA	1
Putty Knife	EA	1
Tool Pouch	EA	1
Combination Socket Set	EA	2
Utility Knife	EA	1
25' Tape Measure	EA	1
3" Lock Back Knife with Sheath	EA	1
Rubber Mallet	EA	1
Hammer 16 oz.	EA	1
Combination Wrench	EA	1
Adjusting Spanner Wrench	EA	1
Flashlight	EA	1
3/8 Drive Bit Sockets	EA	1
Multi-meter	EA	1
Voltage tester	EA	1

## Carpenter

Tool Set (3-piece pliers set)	EA	1
Inspection Mirror	EA	1
Magnetic Retrieving	EA	1
5 pc. Screw Driver Set	EA	1
Wrench Set	EA	1
Screwdriver	EA	1
Nut Drivers	EA	1
20 pc. Standard Metric Hex 1 Set	EA	1
Level 24"	EA	1
Torpedo Level	EA	1
Putty Knife	EA	1
Tool Pouch	EA	1
3" Pocket Knife	EA	1
Combination Socket Set	EA	1
Utility Knife	EA	1
25' Tape Measure	EA	1
Chisel Set	EA	1
Rubber Mallet	EA	2
Hammer 16 oz.	EA	1
Combination Wrench	EA	1
3/8 Drive Bit Sockets	EA	1
Palm Sander	EA	1
Saber Saw/Jig Saw	EA	1
Flat Bar	EA	1
Flashlight	EA	1

## Equipment Mechanic

33PC 1/2inDR General Svc Set	EA	1
1/2DR Deep Socket 6PT 16	EA	1
UNIV JT 1/2 DR IM SWIVEL	EA	1
3/8 DR IMP	EA	1
155PC 3/8 AND 1/4 GEN SERV SET	EA	1
BI MOLD SOFT GRIP HACKSAW	EA	1
FILE ROUND 8IN	EA	1
FILE MILL 8IN	EA	1
PUNCH/CHISEL SET/KIT BAG	EA	1
Punch	EA	1
Hammer	EA	1
Hammer	EA	1
16 OZ DB HAMMER	EA	1
Scraper	EA	1
Mirror	EA	1
12FT STANDARD TAPE MEASURE	EA	1
Battery Kit	EA	1
5PC PLIERS SET	EA	1
5PC SNAP RING PLIERS SET	EA	1
Wire Crimp	EA	1
PIPE WRENCH #34027	EA	1
6IN ADJ WRENCH	EA	1
8IN ADJ WRENCH	EA	1
12IN ADJ WRENCH	EA	1
HEX KEY SET SHORT 13PC	EA	1
HEX KEY SET SHORT METRIC 9-	EA	1
SCRAPER	EA	1
INSTINCT INDUSTRIAL SD SET	EA	1
4PC PRY BAR SET	EA	1
ADJ LENGTH 1/2IN BREAKER BAR	EA	1
1/2 DR. STUD REMOVER	EA	1



12PC METRIC COMB WRENCH SET	EA	1
11PC SAE COMB WRENCH SET	EA	1
METRIC RATCHETING WR SET	EA	1
RATCHETING COMB WR ST	EA	1
10IN. RECTANGULAR MAG DISH	EA	1
MECH FNGR	EA	1
COBALT DRILL BIT SET BP 21PC	EA	1
3IN REV CUTT-OFF TOOL	EA	1
T4 RECHARGEABLE LED FLASHLIGHT	EA	1
SKT SET 1/2 DR 16 PC	EA	1
26MM STD 12PT SKT 1/2 DR	EA	1
27MM STD 12PT SKT 1/2 DR	EA	1
29MM STD 12PT SKT 1/2 DR	EA	1
30MM STD 12PT SKT 1/2 DR	EA	1
32MM STD 12PT SKT 1/2 DR	EA	1
36MM STD 12PT SKT 1/2 DR	EA	1
3/8IN DR STD SCK 12PT 14	EA	1
COMBO WRENCH, OFFSET 1-1/16IN	EA	1
COMBO WRENCH, OFFSET 1-1/8IN	EA	1
COMBO WRENCH, OFFSET 1-1/4IN	EA	1
20MM COMB WR 12PT STD SATIN	EA	1
21MM COMB WR 12PT STD SATIN	EA	1
22MM COMB WR 12 PT STD SATIN	EA	1
23MM COMB WR 12 PT STD SATIN	EA	1
OFFSET BOX WRENCH SET 7PC	EA	1
5PC SEPARATOR SET	EA	1
Tool Box	EA	1
10IN. RECTANGULAR MAG DISH	EA	1
ADAPTOR	EA	1
1/2 DR. STD SKT 12-PT 28MM	EA	1
MULTI LED SHOPLIGHT	EA	1
Portable Tool Box With Tray	EA	1
Heavy Duty Tool Bag	EA	1

## General Maintenance

Tool Set (3-piece pliers set)	EA	1
Inspection Mirror	EA	1
Magnetic Retrieving	EA	1
5 pc. Screw Driver Set	EA	1
Wrench Set	EA	1
Screwdriver	EA	1
Nut Drivers	EA	1
20 pc. Standard Metric Hex 1 Set	EA	1
Level 24"	EA	1
Torpedo Level	EA	1
Putty Knife	EA	1
Tool Pouch	EA	1
Combination Socket Set	EA	1
Utility Knife	EA	1
25' Tape Measure	EA	1
3" Lock Back Knife with Sheath	EA	1
Chisel Set	EA	1
Rubber Mallet	EA	2
Hammer 16 oz.	EA	1
Combination Wrench	EA	1
3/8 Drive Bit Sockets	EA	1
Voltage Tester	EA	1
Side Cutter / Wire Cutter	EA	1
Flashlight	EA	1

## Locksmith

Tool Set (3-piece pliers set)	EA	1
Wire Stripper	EA	1
Inspection Mirror	EA	1
Magnetic Retrieving	EA	1
5 pc. Screw Driver Set	EA	1
Wrench Set	EA	1
Screwdriver	EA	1
Nut Drivers	EA	1
20 pc. Standard Metric Hex 1 Set	EA	1
Level 24"	EA	1
Torpedo Level	EA	1
Putty Knife	EA	1
Tool Pouch	EA	1
Combination Socket Set	EA	1
Utility Knife	EA	1
25' Tape Measure	EA	1
3" Pocket Knife	EA	1
Chisel Set	EA	2
Rubber Mallet	EA	1
Hammer 16 oz.	EA	1
Combination Wrench	EA	1
3/8 Drive Bit Sockets	EA	1
Crescent wrenches (6" and 10")	EA	1
Hole Saw	EA	2
Flashlight	EA	1

## Plumber

Tool Set (3-piece pliers set)	EA	1
Magnetic Retrieving	EA	1
Wrench Set	EA	1
Torpedo Level	EA	1
Tube Cutter	EA	1
Tool Pouch	EA	1
Utility Knife	EA	1
25' Tape Measure	EA	1
3" Lock Back Knife with Sheath	EA	1
Rubber Mallet	EA	1
Hammer 16 oz.	EA	1
Combination Wrench	EA	1
3/8 Drive Bit Sockets	EA	1
PVC Saw	EA	1
Off Set Wrench	EA	1
Flash Light	EA	1
Screwdriver Set	EA	1
6-in-1 Screwdriver	EA	1
Nut Drive Set	EA	1
Flat Bar	EA	1
Hex Keys	EA	1
Channel Lock Pliers	EA	1
10" Pipe Wrench	EA	1
Basin Wrench	Set	1
Adjustable Wrench	EA	1
Voltage Tester	Set	1
File Set	EA	1
Inspection Mirror	Set	1
Needle Nose	EA	1
Lineman Cutter	EA	1
Cutters	Set	1
6" Force Cup Plunger	EA	1
Hacksaw	EA	1