

A G R E E M E N T

By and Between

CHOCTAW DEFENSE SERVICES

**UNITED STATES COAST GUARD BASE
KODIAK, ALASKA**

and

TEAMSTERS LOCAL 959

January 1, 2022 – December 31, 2024

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**ARTICLE 1
ADMINISTRATION OF AGREEMENT**

1.01 Agreement. This Agreement is made this 11th day of February, 2022 by and between Choctaw Defense Services Inc. (hereinafter called the Company) and the International Brotherhood of Teamsters, Local 959, (hereinafter called the Union).

1.02 Purpose. The Union, representing employees of the Company, and the Company desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations; prompt and equitable disposition of grievances; and fair wages, hours, and working conditions for the employees covered by this Agreement. To further these purposes, representatives of the Company or the Union may request a conference at any time to discuss any general condition that may exist at the U.S. Coast Guard Base, Kodiak, Alaska (USCG).

1.03 Recognition of Bargaining Unit. The Company recognizes the Union as the sole and exclusive bargaining representative as certified by the National Labor Relations Board; for the purpose of collective bargaining with respect to rates of pay, wages, benefits, working conditions, safety, hours of work, and other conditions of employment for all employees in occupational classifications set forth in Schedule A of this Agreement, at the U.S. Coast Guard Base, Kodiak, Alaska; but EXCLUDING all professional employees, confidential employees, supervisors, and guards as defined in the Act.

1.04 Union Shop. It shall be a condition of employment that all bargaining unit employees become and remain members in good standing with the Union, or pay an agency fee to the Union. Becoming a member in good standing requires a bargaining unit employee to pay to the Union an initiation fee, regular monthly dues, and supplemental dues. The agency fee shall not exceed the amounts required for initiation, regular monthly dues, and supplemental Union dues. This requirement to become a member in good standing, or to pay and to remain current on the agency fees, shall become effective on the thirty-first (31st) day following the bargaining unit employee's first (1st) day of employment, or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later.

To the extent legally permissible, the Employer shall, fourteen (14) calendar days after receiving written notice from the Union, terminate the employment of any bargaining unit employee(s) not in good standing. A bargaining unit employee may become a member in good standing, or become current on agency fees, thus avoiding termination from employment, up to the day of termination. The Union shall indemnify, defend, and hold harmless the Employer from any liability arising out of this Union security clause.

1.05 Management Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion; to discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, layoff and recall to work; to set the standards of productivity, the

services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work and services; to subcontract any and all work to institute, expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property owned, controlled, leased or used by the Company; to introduce new or improved technology, research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company and to direct the Company's employees. The Company will not use its right to independently contract or subcontract any work under the fixed price portions of its contract for the purpose of deleting existing jobs, including COMs/CORs/MRIs and Level III work, except when so directed by the government or if qualified employees are not available. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, will not constitute a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not expressly prohibited by a specific provision of this Agreement.

1.06 Work Covered. The work covered by this Agreement is work within the scope of the Company's contract with, and as directed by, the USCG with respect to the U.S. Coast Guard Base, Kodiak, Alaska, and will consist of the construction, operation, maintenance, installation and repair of buildings, structures, road, grounds, utilities, POL Operations, COMs/CORs/MRI-related work and Level III work, and related support functions. Such work will be performed by employees covered by this Agreement who are employed and assigned to the U.S. Coast Guard Base, Kodiak, Alaska, and other federal facilities as directed, unless expressly authorized by other provisions of this Agreement.

1.07 Working Assignments. Employees outside of the bargaining unit will not perform the regular and exclusive work of the bargaining unit, except when a bargaining unit employee cannot be timely located, and immediate action is required. Immediate action for this section means response within contractual time limits. This clause will not be used for the purpose of avoiding overtime payment.

The company and the Union agree to work together to develop job descriptions for all job classifications. These descriptions will include the minimum qualifications required, as well as the preferred qualifications. The parties further agree to meet and work together if any of these job descriptions requires updating.

Each employee will be assigned to a specific classification on the first (1st) day of employment at the U.S. Coast Guard Base, Kodiak, Alaska. In addition, employees will be provided a copy of the job description by the Company, upon request.

When any change or reconfiguration of Company equipment occurs, the Company will

discuss the effects of such change or reconfiguration with the Union prior to its implementation.

The Company will train present employees as necessary in the operation of any new equipment. When qualified to train regarding the new equipment, the Teamsters Local 959 Training Trust will assist. The Company will also provide training to maintain or achieve required certification in affected classifications. The cost for acquiring and maintaining additional certifications, other than those required for a classification change or at the time of hire, will be defrayed by the Company. If such training is available through the Teamsters Local 959 Training Trust, current employees will be considered before non-participating Labor Agreement Union members. All applicants for employment will be required to possess the necessary certifications and licenses required for the occupation they are applying for, unless such certification or licenses are obtainable only through employment at the U.S. Coast Guard Base, Kodiak, Alaska. The Company will normally make any reimbursements required under this paragraph within thirty (30) days after the employee submits proper documentation.

The Company supervisors will be permitted to perform any work necessary for the operation of Company business. It is likewise understood that the above provision is not intended to justify supervisory displacement of unit employees from the performance of their ordinary work under normal circumstances, but is similarly not intended to restrict supervisors from performing the duties and functions of their jobs as presently constituted.

It is recognized that the renewal of licenses and certifications are the responsibility of the employee(s). Failure to maintain those certifications or licenses required by the U.S Coast Guard, BOSS Contract, Kodiak, AK will result in a reduction in pay to General Maintenance Worker or the highest paid semi-skilled rate during the forty-five (45) day State of Alaska grace period. Failure to recertify may result in discipline outlined in Article 1.22, Discipline and Discharge. The renewal of licenses and certifications shall be paid for or reimbursed by the Company the following payroll cycle.

1.08 Determination of Work Shifts. The determination of the starting and ending time of daily and weekly work shifts for individual employees, including extended workweeks on a continuing basis, will be made by the Company. Such schedules for regular shifts may be changed by the Company from time to time. However, the Company will notify the employee of any contemplated "permanent, regular shift change" in writing at least seven (7) days prior to the same. If the employee is not given at least seven (7) days' notice of permanent, regular shift change, the employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first (1st) day of the new shift. Nothing herein precludes temporary changes of work shifts in order to comply with contractual requirements.

a. The Company will advise the employees of the temporary duty assignment. In no event will the temporary assignment extend beyond sixty (60) days in duration without conferring with the Union. The Company will provide the employee a twenty-four (24) hours' notice prior to implementing a temporary shift assignment, emergencies excepted.

1.09 Recognition of Union Shop Stewards. The number of shop stewards to be recognized by the Company will be determined by mutual agreement of the parties. However, at no time will the total number of shop stewards exceed four (4). The shop stewards will be employees of the Company and will be selected by the Union. The Union will consult with the Company prior to appointing a shop steward for the purpose of discussing operation issues. Shop stewards shall be universally recognized by the Company.

1.10 Duties of Shop Stewards and Representatives. The duties and activities of the shop steward (except when otherwise specifically agreed between the parties), while acting as such in the jurisdiction which the shop steward represents, will be limited to the handling of grievances and complaints that arise in the jurisdiction which the shop steward represents and in accordance with the grievance procedure. Except when they are engaged in the settlement of grievances and complaints under the grievance procedure, all Union representatives will continue at their regular work in the same manner as other workers. When a Union representative is required to leave regular duties as a worker for the orderly and expeditious handling of a grievance or complaint, the Union representative will give prior notification to the appropriate supervisor. If necessary, a Union representative will remain working until a reasonable time is afforded to provide a substitute in the Union representative's place [four (4) hours maximum]. Time spent handling grievances or complaints will be appropriately annotated on the employee's weekly time report.

1.11 Access to Company Property and Records. The business representative of the Union may visit the worksite at any time during the Company's Program Manager or designees regularly scheduled workday. The Union understands and agrees that when it is necessary for the business representative to visit the worksite to confer with Union members, when working, on matters concerning the relationships existing between the Company and the Union as defined in this Agreement the request for each visit will be coordinated in advance with the Company's Program Manager or such designated representative. Such visits will not interfere with normal Company operations.

The Union will provide the Company an initial seniority list of current employees, classification, date of hire, continuous service credit date, and date of assignment to their current classification within sixty (60) days of this signed Agreement. The Company will provide to the Union, a quarterly update to this list thereafter.

The Company will make available to the business representative, or such authorized representative, such employee records and copies which may be necessary in the proper investigation of a grievance or complaint as may be reasonable and lawful to provide. If a question arises as to whether an employee document is confidential, the employee's written approval will be obtained before the document is provided.

It is recognized that the USCG controls access to the worksite.

1.12 Introduction of New Employees. The Company will notify a shop steward of any new employees no less than one (1) day prior to the date of the employee's orientation, but in no event later than three (3) working days after the employee reports to the

supervisor for assignment. The shop steward will be afforded a brief orientation with new employee(s) concurrent with New Employee Orientation.

1.13 Hiring Hall and Procedure. The Company agrees to notify the Union of requirements for all applicants for employment in the positions covered by this Agreement. The Company will simultaneously notify the Union shop stewards, the Union hiring hall and the Company Human Resources departments of all new or existent vacant positions to be filled, a minimum of forty-eight (48) hours (excluding Saturday, Sunday, and holidays) prior to filling the vacant positions. The Company will exercise its management right to select those individuals who, in the sole opinion of the Company, are the most capable and qualified to fill all existing vacancies. This determination will be based, in part, on the applicant receiving a favorable background check and a negative drug screen.

The Union may refer applicants for interviews and evaluations. Such referral by the Union will be on a non-discriminatory basis and will not be based on, nor in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspects or obligations of Union membership policy or requirements. The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Company, and the Company agrees that it will not discriminate against Union members in selecting applicants referred by the Union.

If the Union has not referred qualified applicants for positions for employment within forty-eight (48) hours (excluding of Saturdays, Sundays, and holidays) after notification of any opening, the Company will utilize such other methods of employment as are at its disposal. The Union will maintain a list of applicants for those positions to fill openings as they occur. The Company shall, within three (3) working days (weekends and holidays excepted), notify the Union in writing of any employees so hired.

After having been offered a position and prior to employment, the Company will ensure that all new hires will register at the hiring hall.

1.14 Dues Checkoff.

The Company, upon receipt of a written authorization signed by the employee [which authorization will be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs first], will deduct from the employee's wages on each Company payday, the current Union dues, and will remit them to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made. The Union agrees to hold the Company free from all liability in connection with dues collections, except for the ordinary diligence and care in the transmittal of the monies to the Union. It shall be the Union's responsibility to inform the Company of any changes to the Union's dues and will supply written documentation (assignment forms) to the Company. The Company will include the dues deduction form in the new employee hire packet.

1.15 Vacancies. Before new employees are hired to fill new or existent vacant positions, the Company will promote from within, consistent with Article 2.10, Recall and

Article 1.05 Management Rights.

The Company will maintain a list of personnel currently employed at the U.S. Coast Guard Base, Kodiak, Alaska who possess a journeyman certifications/license. If no current employee or employees in a layoff status have the required journeyman license for the journeyman positions to be filled, then the Company will move immediately to the Hiring Procedure. If there are current employees or employees in layoff status that have the required journeyman certifications/license, then the positions will be posted as described below.

For all other level positions, the Company will simultaneously notify the Shop stewards, the Union hiring hall, and the Company Human Resources department of all new or existent vacant positions to be filled, a minimum of forty-eight (48) hours (excluding Saturday, Sunday, and holidays) prior to filling the vacant positions. The Company notice of this vacancy or new position will be posted on the Union bulletin board by the stewards. Any employee desiring to apply for the new or vacant position will do so by notification in writing through the Department Manager who will forward to the Program Manager's office. Should a vacancy be filled and then vacated, or a similar position becomes vacant within a two (2) week period, the Company may waive the two (2) day posting period, provided they: 1) select an employee from the original bidders, and 2) refer to Article 1, Section 1.13, Hiring Hall, and Procedure. All vacancies will be filled on the basis of ability, experience, minimum qualifications, training, work record, and ability to perform job functions. Where those factors are substantially equal for qualified bidders, seniority will be given priority consideration. All transfers or promotions will become effective the day the transferred or promoted employee starts work in the new position. Nothing herein will abridge an employee's right to accept a promotion.

a. If an employee transfers or is promoted into another classification, and the Company and/or employee determine, within ninety (90) days, that the individual does not have the qualifications or desire to perform in the transferred or promoted position, the employee may displace an employee with the least bargaining unit seniority in the previous classification or lower-rated position; provided, the employee has more bargaining unit seniority than the displaced employee and has worked regularly in the position satisfactorily and can resume those duties. Employees may resume their previous position without regard for seniority. All displaced employees will have the rights defined above. This procedure will not circumvent disciplinary action.

b. If a bargaining unit employee is promoted into a non-bargaining unit position, and the Company and/or employee determine, within ninety (90) days after promotion that the individual does not have the qualifications or desire to perform in the promoted position, the employee may displace an employee with the least bargaining unit seniority in the previous classification or lower-rated position; provided, the employee has more bargaining unit seniority than the displaced employee and has worked regularly in the position satisfactorily and can resume those duties. Employees may resume their previous position without regard for seniority. All displaced employees will have the rights defined above. This procedure will not circumvent disciplinary action.

1.16 Temporary Vacancies.

a. The Company, at its option, may leave any position vacant for any length of time. A permanent vacancy may be temporarily filled by the Company without regard to seniority or classification pending the outcome of the recall and internal bidding procedures. Such assignment, of a permanent employee to a temporary vacancy, will be of no more than a two (2) week duration, unless mutually agreed to by the Union and the Company.

b. A temporary vacancy, due to a special project, vacation, illness, family medical leave, etc., which must be filled due to contract workload, will be posted in accordance with Section 1.15, Vacancies. In the event of no internal bidders, the vacancy will be filled through the hiring procedure.

1.17 Provisions Against Discrimination. The Company and the Union agree that there will be no discrimination by the Company or the Union against employees because of race, color, creed, religion, national origin, sex, gender identity, sexual orientation, age, union affiliation, protected veterans, or marital status, or because of disability or handicap. It is understood wherever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

1.18 Complaints. Any employee may, either directly or through the shop steward, verbally present a complaint to the supervisor. Routine matters should initially be held between the Company and the employee. The employee may, at their option, seek the assistance of the Union, and the shop steward will be given the opportunity to be present at such meetings. Adjustments will not be inconsistent with the terms of this Agreement. Time spent by shop stewards must be documented on their time card. Employees who bring issues/complaints forward will not be retaliated against by the Company.

1.19 Definition and Presentation of Grievances. Grievance will mean, and be limited to, disputes or differences between the Company and the Union or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. All grievances will be reduced to writing and processed in accordance with the following steps:

Step 1. The supervisor or the Company's designated representative will meet with the employee grievant and the Union representative within eight (8) calendar days from the date the Union files the grievance. If the grievance is not resolved during the Step 1 meeting, the supervisor will make a reply in writing not later than eight (8) calendar days after the Step 1 meeting. If this reply is unsatisfactory, the grievance may be appealed to Step 2; provided, however, such appeal is made in writing within eight (8) calendar days following Receipt of the Company's Step 1 reply. In the event the grievance involves an employee, the employee's immediate supervisor, the employee, and the shop steward will be present at the Step 1 meeting.

Step 2. Within (8) calendar days, following the Unions timely written appeal to Step 2, a meeting will be held between the Project Manager of the Company, or the

Company's designated representative, and the Union's designated representative. The Company will make a reply in writing not later than eight (8) calendar days after conclusion of the Step 2 meeting with the Union's representative. If this reply is unsatisfactory, the grievance may be appealed to the President of the Company; provided, however, such appeal must be made in writing within eight (8) calendar days, following receipt of the Step 2 reply.

Step 3. Within eight (8) calendar days following the Union's timely appeal to Step 3, a meeting will be held between the President of the Company, or the Company's designated representative, and the Union's designated representative. The Company will make a reply in writing not later than eight (8) calendar days after conclusion of the Step 3 meeting with the Union's representative. If this reply is unsatisfactory, the grievance may be appealed to arbitration; provided, however such appeal must be made in writing to the Company within eight (8) calendar days, following receipt of the Step 3 reply.

If either the Company or Union fail to reply to any grievance step in a timely manner, the position of the party that is not untimely will be upheld. This action will not set a precedent for future grievances; only the grievance involved. The time limits set forth above may be extended by mutual agreement of the Company and the Union.

The response requirement regarding mail replies will commence the first workday following the date of receipt of the certified mail. All other response requirements will commence the first (1st) workday following E-mail communication, verbal communication (including telephone communication) between the required parties.

1.20 Time for Presentation of Grievances. All grievances will be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than thirty (30) calendar days from the date the grievance becomes known or should have been known. The failure to submit a grievance within such period will constitute a bar to further action thereon. If it is determined under the grievance procedure that an adjustment in wages is appropriate, such adjustment will be applied retroactively to the date of occurrence.

1.21 Arbitration. Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration by either party under the rules to which the Company and the Union have agreed, except the arbitrator will be selected as follows:

The Program Manager, or the designated representative, and the business representative of Teamsters Local 959 will obtain a list of seven (7) arbitrators from the American Arbitration Association (AAA). The Company and the Union will alternately strike names from the list until one -(1) arbitrator remains. A flip of a coin will determine the first party to strike a name. The same arbitrator will not be used for more than one (1) arbitration, unless mutually agreed between the parties. The parties agree that the procedure for selection of an arbitrator will not affect in any way the other terms and conditions of this

Agreement, which will continue in full force and effect for the term herein provided.

The parties agree that the decision or award of the arbitrator will be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules, and regulations as may be applicable. The authority of the arbitrator will be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter will be subject to arbitration hereunder. The arbitrator will have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing wage rate or to establish a new wage rate. In no event will the same question or issue be the subject of arbitration more than once. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration, mutually agreed to in advance, will be borne equally by the parties.

1.22 Discipline and Discharge. It is understood herein that the Company has the right to discipline or discharge an employee. Such action should be taken within thirty (30) calendar days after the Company learns that either an action or course of action has occurred which has established just and sufficient cause. In general, most infractions require progressive discipline. Progressive discipline includes the following steps:

- Step 1 - Oral warning (documented);
- Step 2 - Written warning;
- Step 3 - Suspension;
- Step 4 - Discharge.

The parties recognize that some infractions are so serious as to warrant immediate discharge or, to skip one or more progressive disciplinary steps.

The Company has the right to make and enforce reasonable rules while the Union has the unrestricted right to grieve the application and reasonableness of such rules. The Company will notify the Union of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for a Union representative to represent the member during the investigation. The reasons for such disciplinary and/or discharge action shall be stated, in writing or by E-mail notification, by the Company to the employee and to the Union representative at the time of such action.

If an employee feels that the discharge or suspension was unjust, the employee or Union may file a grievance at Step 3 of the procedure within eight (8) calendar days following the employee's receipt of discharge or suspension notice. Failure to file within five (5) working days bars any further grievance action.

The provisions of this Article do not apply to an employee still in the probationary period. The Company will consider reprimands or disciplinary action against an employee as cleared from the employee's record after a twelve (12) month period from the date of

issuance; provided, there have been no further infractions during that period. The employees record may be cleared earlier, when, in the judgment of the Company, the employee's service record warrants such action; provided, such an employee makes a written request through the employee's immediate supervisor.

ARTICLE 2 SENIORITY

2.01 Seniority Policy. The Company and the Union accept the principle of employee seniority commencing with the first (1st) date of the employee's unbroken, continuous service at the U.S. Coast Guard Base, Kodiak, Alaska. The first contractual date of employment was June 1, 1988. The principles are based upon the job classifications as set forth in this Agreement.

2.02 How Seniority is Acquired. Each employee will have Company seniority as established in Section 2.01, Seniority Policy. Each employee will have seniority in the classification to which the employee is assigned. The starting date for the employee's seniority will be the first (1st) day of work at the U.S. Coast Guard Base, Kodiak, Alaska, within that classification. Seniority in a new classification will commence when assigned to the new classification.

When two (2) or more employees otherwise would have identical seniority, rank will be determined by the last four (4) digits of their social security number, the lower number being the most senior.

2.03 Continuous Service Credit. The principle of continuity of service is recognized for the purpose of seniority in accordance with and subject to the provisions of this Agreement. For purposes of the Agreement each employee will have continuous service credit from the first date of the employee's unbroken service at the U.S. Coast Guard Base, Kodiak, Alaska.

2.04 Continuity of Service. The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken, the employee will be for all purposes considered a new employee if and when rehired:

- a. Resignation or voluntary termination of employment.
- b. Discharge for cause.
- c. Unauthorized absence after the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
- d. Layoff without recall to work within one (1) year from the date of such layoff or within two (2) years from the date of such layoff resulting from the declaration of a global pandemic or a state of emergency by the President of the United States or the Governor of the State of Alaska.
- e. Failure to report to work in accordance with 2.10, Recall.

f. Failure to report to work on or before the first (1st) workday of termination of an approved leave of absence.

g. Illness or injury leave for more than one (1) year and two (2) years in the case of an on the job injury giving rise to covered workers' compensation claim.

h. Permanent transfer to non-bargaining unit work for more than ninety (90) days.

2.05 Seniority of Union Representatives. As long as there is work available which they are capable of performing, the Union stewards will hold seniority over all employees in their respective job classification. This Section will apply only in case of layoff.

2.06 Seniority for Employees on Leave. Unless specifically covered elsewhere in this Agreement, employees on leave of absence will continue to accrue seniority for a maximum of twelve (12) months following the employee's departure.

2.07 Probationary Employees. Employees will be considered on probation and not entitled to seniority until they have completed ninety (90) calendar days at the U.S. Coast Guard Base, Kodiak, Alaska, for the Company. Upon completion of said period of employment, the employee will be considered a regular employee; and the employee's seniority will date from the start of the probationary period. Employees will not be subject to an additional probationary period with a successor company or subcontractor companies. There will be no requirement that the Company reinstate or rehire probationary employees if they are discharged during the probationary period. Such discharges will not be subject to the grievance process.

a. The ninety (90) day probationary period may be extended by mutual agreement between the Company and the Union. Such extensions will be on a case-by-case basis.

2.08 Seniority Lists. On a quarterly basis, the Company will supply the Union and each Shop Lead with a seniority list of employees covered by this Agreement. Any employee may contest the accuracy of their seniority status, in writing; and if an error is established, correction will be made. After thirty (30) days from when supplied by the Company and posted on the Union bulletin boards, the seniority status of all employees shown on the list as corrected, will be incontestable. The Union will be notified of additions or deletions to the seniority list between postings.

2.09 Layoffs. The following procedure will be followed in layoffs:

a. The employee having the least classification seniority will be the first (1st) laid off. Such employee may then displace an employee with the least bargaining unit seniority in any equal or lower-rated position; provided, the employee has more bargaining unit seniority than the displaced employee and has worked permanently in the position satisfactorily on the U.S. Coast Guard Base, BOSS Contract, Kodiak, AK and can resume those duties. The employee may resume their previous position without

regard to seniority.

b. These employees must notify the Company in writing of their intention to exercise bumping rights within two (2) working days of the Company's layoff notice. An employee so displaced may similarly exercise seniority rights of displacing another employee in accordance with the same criteria.

c. If the employee is unable to displace any employee as provided above, the employee will be removed from the payroll and placed on layoff. In all cases of layoff, the Company will give no less than a one (1) week notice of the contemplated layoff to the employee affected, or at the Company's option, the employee may be paid up to one (1) week of pay in lieu of notice.

d. If the displaced employee is unavailable due to vacation, extended leave, etc., at the time the employee is displaced, the employee will, on their return, have up to forty-eight (48) hours on an unpaid temporary layoff basis to elect to exercise bumping rights or accept the layoff.

2.10 Recall.

a. The recall procedure will be the reverse of layoff; i.e., the last employee laid off within that classification will be the first (1st) rehired within a classification.

b. When there is an eligible employee on recall within the employee's classification, the vacant position will not be posted internally, and the Company will go directly to the recall procedure.

c. An employee who has bumped back into another classification after being laid off Section 2.09, Layoff, is an eligible employee for recall in the classification from which they were laid off.

d. Laid off employees will be considered eligible applicants if qualified for any posted position.

e. After the recall procedure, the Employer will follow posting procedures as defined in Section 1.15, Vacancies.

f. The laid off employee will have up to five (5) working days after receiving notice, either by telephone or certified mail, to return to work, but must respond to the notice within twenty-four (24) hours telling the Company of their acceptance or rejection of the recall offer. The Company must notify the Union Shop Stewards within five (5) working days when an employee is recalled. It will be the obligation of the employee to keep the Company's Human Resource Department informed in writing of any change of address or telephone number where they can be regularly contacted. Should the employee not fulfill this obligation and the employee misses a recall for this reason, the employees recall rights will be extinguished. An employee will have the right to refuse recall without loss of recall rights if the recall is for five (5) days or less.

2.11 Seniority for Other Purposes. For other purposes, when there is a matter of employee choice (e.g., holiday; vacation choice; upgrade; or overtime work within an employee's current classification, if qualified to perform such work, and prudent business practice withstanding), the senior person may have first (1st) option.

ARTICLE 3 GENERAL WAGE AND LEAVE PROVISIONS

3.01 Wage Rates. The basic hourly wage rates for employee occupations covered by this Agreement will be as set forth in Schedule A.

3.02 Wage Administration.

a. An employee who is promoted to a higher paying position will be paid the higher rate of pay from the first (1st) day of assignment to the new position. An employee who is temporarily filling a higher paying position will be paid the higher rate of pay for all time worked.

b. Lead personnel will be paid a minimum of thirteen percent (13%) more than the highest hourly wage of the workers under them. When a lead person is temporarily absent, the decision to have or not have a replacement rests with management, after having conferred with the incumbent lead.

c. The Company shall establish weekly paydays on Fridays. Should Friday also be a holiday, direct deposit will be available, or paychecks will be mailed out on Thursday. Direct Deposit will be available at the earliest opportunity, but no later than the end of the regular shift. The Company will furnish each employee with an itemized statement of earnings and deductions, including straight time hours, overtime hours, premiums, 401K contribution, Davis Bacon fringe benefits and pension contribution. In the event there are different itemized items, the employee may request an itemized list for each classification worked in during the pay period. This information will be provided within three (3) workdays after the request.

d. The Company will, on a monthly basis, provide the amount of accrued vacation and personal leave available

3.03 Premiums.

a. **Shift Premiums.** Employees who are scheduled to work an established afternoon or night shift will be paid a shift premium of one dollar twenty cents (\$1.20) per hour for the afternoon shift, and one dollar seventy cents (\$1.70) per hour for the night shift. For the purpose of this paragraph the afternoon shift will be considered as any regularly scheduled shift which has its primary hours (at least five [5]) between the hours of 4:00 p.m. and 12:00 a.m., and the night shift will be considered as any regularly scheduled shift which has its primary hours (at least five [5]) between the hours of 12:00 a.m. and 8:00 a.m.

b. **Hazardous.** Employees scheduled to perform work in the following areas

will receive a two dollars and sixty cents (\$2.60) per hour premium, such as, but not limited to, asbestos removal, an authorized entrant(s) into any confined space requiring a permitted/metered certification, refueling operations on the current existing fuel pier and height work over thirty feet (30'). The Company will retain a minimum of two (2) workers qualified for asbestos abatement and AHERA Inspection.

c. Declared Emergency. Employees who work during a natural disaster or a state of emergency as declared by the President of the United States and/or the Governor of the State of Alaska that disrupts the normal work routine and perform specific work tasks resulting from the declared disaster or emergency will receive Two dollars and sixty cents (\$2.60) per hour premium for all hours worked.

3.04 Overtime. Hours worked in excess of eight (8) straight time hours in any one day, or hours worked in excess of forty (40) straight time hours in any one week, will be considered overtime and will be paid at the rate of time and one-half (1-1/2). Paid off leave "rolled" over from the prior contractor and "banked" to the employee, and subsequently taken as unpaid leave, shall be treated as hours worked for overtime compensation purposes. An employee's paid holiday, paid vacation leave, and paid personal leave will be treated as hours worked for overtime compensation purposes. The Company may not cancel a shift for the sole purpose of avoiding overtime payments. Should an employee take a leave without pay day due to work-related circumstances, and such day is approved by the appropriate supervisor/manager, such leave without pay day will be used for purposes of satisfying the forty (40) hour computation for overtime.

3.05 Pyramiding of Overtime. No employee will receive more than one overtime rate for the same hours worked; and, if more than one overtime rate is applicable to the same hours worked, the higher rate only will be paid.

3.06 Call-In Procedure. The Company will, through the Central Heating Plant (CHP) and/or Trouble desk, call in employees to provide the necessary coverage of available work. These call-ins will be conducted in a manner to comply with the time limits and work requirements imposed by the Company's contract with the U.S. Coast Guard.

3.07 Call-In Pay.

a. An employee called in for work not on the employee's regular shift will be guaranteed a minimum of two (2) hours at the applicable rate.

1. Employees receiving two (2) or more call-ins will start receiving compensation immediately and end thirty (30) minutes after checkout for employees residing within twenty (20) miles of the Support Center and sixty (60) minutes after checkout for employees residing beyond twenty (20) miles. Guaranteed response compensation will be two (2) hours for any twenty-four (24) hour period, 7:45 a.m. to 7:44 a.m. daily.

b. An employee reporting for work on the employee's regular shift will be guaranteed a minimum of four (4) hours at the applicable rate, unless notified not to report at least four (4) hours before shift start time.

CHOCTAW DEFENSE SERVICES, INC.

c. An employee who works more than four (4) hours of the regular shift will be guaranteed the base rate pay for the regularly scheduled number of hours in the employee's established shift, or eight (8) hours, whichever is the lesser.

d. Subsections (b) and (c) of this Section will not apply where a strike, earthquake, fire, flood, act of God, explosion, or bombing causes damage which makes it impossible for the employee to resume work, in which case, the employee will be paid for the hours actually worked at the applicable rate.

3.08 Response Premium. The Company will designate response standby positions, and have a rotating system for response standby in effect. Employees being considered for these posted positions, having equal qualifications, will be selected on a bargaining unit seniority basis.

a. Effective January 1, 2022, those employees filling designated response standby positions will receive two dollars (\$2.00) per hour for all compensable hours.

b. Effective January 1, 2022, those employees on the Snow Removal Standby team will receive two dollars (\$2.00) an hour response premium from the dates beginning November 10 and extending through April 10. This will be on an ongoing basis from season to season.

c. It is the intent of the Company to schedule response call-out teams so that the individual involved would serve on no more than two (2) teams, i.e., oil spill/heat or oil spill/plumbing. The Union and the Company will meet and discuss the range of possibilities available to them; however, it is understood that from time to time, serving on more than two (2) teams may occur.

d. Each Shop that has three (3) or less employees in a standby rotation will receive an additional one dollar twenty cents (\$1.20) per hour.

3.09 Severance Pay. Full-time employees who meet the eligibility requirements defined herein, will receive severance pay in accordance with the schedule set forth below in the event the employee is laid off for lack of work for a period in excess of thirty (30) calendar days. The focal date for severance pay eligibility will be the employee's date of hire of each calendar year. No employee will receive severance pay when the layoff is due to causes beyond the control of the Company, such as, but not limited to, the following examples: fire, flood, explosion, bombing, earthquake, or picketing.

<u>Length of Continuous Service Service Credit</u>	<u>Severance Pay Allowance</u>
5 years, but less than 10 years	60 hours= pay
10 years, but less than 15 years	120 hours= pay
15 years and greater	160 hours= pay

Payment will be made on the basis of the employee's base straight time hourly rate at the

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time of layoff. Severance pay will be paid at the end of a waiting period of thirty (30) calendar days from the date of layoff. An employee who is reinstated to employment with the Company during the thirty (30) calendar day waiting period will not receive a severance pay allowance. Severance will not be allowed to a person who has declined a position with a successor contractor.

An employee who received a severance pay allowance and who is subsequently reinstated to employment with the Company from date of layoff will not again be eligible for an additional severance pay allowance until the employee has accumulated five (5) additional years of continuous service credit. Upon establishing five (5) years of additional continuous service after such reinstatement, the employee will again be entitled to a severance pay allowance in accordance with the employee's continuous service credit if again laid off under the conditions herein provided.

In the event of termination by the USCG of its contract with Choctaw Defense Services performed at the U.S. Coast Guard Base, Kodiak, Alaska, the severance pay allowance will be observed as follows:

An employee will not receive severance pay if the employee, within thirty (30) calendar days after termination of employment or completion of the Company's contract with the USCG, whichever is later, is employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract in a position represented by the Union requiring the same, similar, or greater responsibility or skill.

3.10 Holidays and Holiday Pay. The Company recognizes the following holidays:

- | | | |
|------------------------|------------------|-------------|
| New Year's Day | Labor Day | |
| Martin Luther King Day | Columbus Day | |
| Presidents Day | Veterans Day | |
| Memorial Day | Thanksgiving Day | |
| Independence Day | Christmas Day | Juneteenth* |

**Upon written modification of the Company's Federal contract by the U.S. DHS Contracting Office to include the Juneteenth holiday.*

In addition to the above-listed holidays, employees will be entitled to a floating, single, additional eight (8) hour paid holiday. This holiday will be requested at least one (1) week in advance unless an emergency situation prevails. This floating holiday will be utilized during the calendar year. An employee becomes eligible for this holiday after completion of the probationary period.

The above-mentioned holidays will be paid for; provided, employees covered by this Agreement have worked or have been compensated for at least eight (8) hours the last regularly scheduled working day before the holiday and the next regularly scheduled working day after the holiday. Compensation will be defined as any paid leave, pre-approved leave without pay, and absence from work due to illness or injury accompanied by a signed excuse by the treating physician.

When one of the holidays falls within an eligible employee's approved vacation period and the employee is absent from work during the regularly scheduled workweek because of this vacation, the employee will be paid for that holiday and charged for the amount of vacation actually used.

Eligible employees who do not work the holiday will receive eight (8) hours' pay at their regular base rate, exclusive of overtime or any other premium.

If a designated holiday falls on an employee's scheduled day off, the holiday will be observed on that day or, upon mutual agreement with the employee's manager on a day to be selected within that week. The actual day of observance will be used to establish eligibility and premium pay. An employee working on a day actually observed as a holiday will receive time and one-half (1-1/2) for all hours worked in addition to holiday pay.

3.11 Payment for Time Spent Handling Grievances. All Union business and activity will be on the employee's own time, except time spent during the regularly scheduled workday on the recognized adjustment of grievances during the complaint stage by the shop steward, and adjustment of grievances during Steps 1 through 3 of the grievance procedure by Union representatives, when these meetings are held during regular work hours on Company premises, not to exceed four (4) hours.

3.12 Vacation Policy. It is the policy of the Company to grant vacations so far as possible at times most desired by the employee, but the Company reserves the right to schedule vacations at any time during the calendar year in order to ensure orderly and efficient operation. Vacation allowance will be computed on the basis of the employee's base straight time hourly rate at the start of the employee's vacation, and will be paid for at eight (8) hours per day.

Employees will schedule vacation at least two (2) weeks in advance. When an employee forgoes any or all of this scheduled vacation at the request of the Company, the employee will be permitted to have priority in rescheduling their vacation. The time for taking such rescheduled vacation will be mutually agreed upon between the Company and the employee, giving consideration to the operating needs of the Company and the wishes of the employee.

3.13 Vacation Eligibility. An employee who has continuous service credit of one (1) year or more will receive vacation allowance in accordance with the following schedule on their anniversary date:

<u>Length of Continuous Service Credit</u>	<u>Paid Vacation Allowance</u>
1 year, to 4 years (13-48 Months)	10 working days (80 hours)
5 years, to 9 years (49-108 Months)	15 working days (120 hours)
10 years, to 14 years (109-168 Months)	20 working days (160 hours)
15 years and greater (169 months or more)	25 working days (200 hours)

a. So that vacation days may be used, awards may be carried through the next

anniversary date; carried over vacation days will be forfeited after one hundred and twenty (120) days. Upon mutual agreement between an employee and the Project Manager, on a case-by- case basis, the one hundred twenty (120) days may be extended, provided, however, that any such extension will be non-binding and non-precedent setting for the purpose of any future request by any employee.

1. Those employees whose anniversary date falls between August 1 and September 30 (during the last contract year of the incumbent contractor), will have their respective vacation allowance awarded by April 1. It is intended that such early vacation allowance will provide additional opportunity for employees to effectively use their yearly leave prior to the end of the incumbent contractor’s term at the Base.

b. Temporary or temporary seasonal employees will be awarded the above allowance; however, to qualify on a year-for-year basis, the temporary employee must accumulate two hundred sixty (260) paid workdays, to include Holidays, Personal Leave, and Vacation (considered as a normal work year) to be eligible. Units of two hundred sixty (260) paid workdays will be considered as “years” for purposes of leave award.

c. Regular full-time employees, who terminate voluntarily, including retirement, quit, terminated because of the U.S. Coast Guard’s modification of the Contractor’s current BOSS agreement, or at the end of the current BOSS contract of the Base, will be paid their remaining compliment of vacation.

1. It is the intent of the Union and the incumbent Company to explore a vacation/personal leave rollover option to a successor employer for the purpose of providing an orderly leave transition.

3.14 Advance Vacation. The Company shall, upon written request of an employee made three (3) weeks prior to the last day of work before the employee’s scheduled vacation, advance the employee vacation payment for the applicable period.

3.15 Personal Leave. Full-time regular employees, upon their first day of work, will accrue sick leave according to Executive Order 13706 at the rate of 1 hour for every 30 hours worked and will receive personal leave allowance each year and thereafter on their anniversary date in accordance with the following schedule:

<u>Length of Continuous Service Credit</u>	<u>Paid Allowance</u>
Upon first day of employment and through 1st year	Accrue 1 hour for 30 hours worked (56 hours max).
Start of second year through 4th year (13-48 months)	7 days (56 hours)
5 years, through 9th year (49 – 108 months)	8 days (64 hours)
10 years or more (109 months or more)	10 days (80 hours)

Temporary or seasonal employees will be awarded the above allowance (beyond the first five [5] days awarded upon completion of probation); however, to qualify on a year-for-year basis, the temporary employee must accumulate two hundred sixty (260)

paid workdays, to include Holidays, Personal Leave, and Vacation (considered as a normal work year) to be eligible. Units of two hundred sixty (260) paid workdays will be considered as a “year” for purposes of leave award. The company may modify this process if necessary to comply with Executive Order 13706. Personal leave may be used for any personal need, including any reason set forth in Executive Order 13706.

Personal leave may be used for personal need including any reason set forth in Executive Order 13706. Personal leave taken for a reason other than a reason set forth in Executive Order 13706 will be approved by the supervisor in advance. Personal leave taken for a reason set forth in Executive Order 13706 must be requested as soon as practicable and, for a leave that is foreseeable, at least seven days prior to the need for leave.

While personal leave is not advanced beyond the amount awarded, an employee can request to use earned vacation leave or take leave without pay when personal leave is not available. A doctor's certificate of ability to work/reason for absence may be required for any medical absence longer than three (3) consecutive days, or in cases of excessive absenteeism due to medical reasons.

Unused personal leave will not be paid out at the end of employment. Any personal leave awarded, but not taken, at an employee's employment anniversary date will be carried beyond the anniversary date and be used as a “Serious Illness Bank”. Such leave may be taken for a serious illness (as referenced in the Family Medical and Leave Act). Such leave may be accumulated.

Serious Illness Leave has no cash value, and if not taken by the end of the incumbent's contract term, it will be forfeited.

Those employees whose anniversary date falls between August 1 and September 30 (during the last contract year of the incumbent contractor), will have their respective personal leave allowance awarded by April 1. It is intended that such early personal leave allowance will provide additional opportunity for employees to effectively use their yearly leave prior to the end of the incumbent contractor's term at the Base.

3.16 Absence for Death in Immediate Family. Employees are eligible for up to five (5) days' leave off Kodiak Island or three (3) days' leave on Kodiak Island, with pay, upon the death of a member of the immediate family, which includes spouse or significant other, parent, child, stepchild, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew, grandparents, or grandchild. The Company, at its option, may further grant leave upon the death of a person who has acted in parental capacity to the employee for a substantial period of time. The Company reserves the right to request proof of death and/or attendance of services prior to payment of this leave. Additional leave without pay may be permitted subject to Program Manager approval.

3.17 Absence and Payment for Jury Duty. An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or court appearance and the payment the employee would have received for the straight time hours lost from the employee's regular work schedule, but not to exceed five (5) eight

(8) hour days per week, computed at the employee's established basic hourly wage rate. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company, or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Further, an employee will not be compensated if the employee volunteers to be on the jury panel or fails to request to be excused based on work requirements from a jury being selected for a prolonged trial, i.e., anticipated to last more than three (3) weeks. Differential payment will be made so long as such jury duty or court appearance continues, but only upon presentation of documentary proof of jury duty or court appearance and the payment received thereof. Continuous service credit and duly established seniority privileges will accumulate during such absences.

3.18 Absence and Payment for Military Service and Non-War Military Duty. An employee with six (6) months or more continuous service who is called for and performs non-war military duty will be compensated for the difference between base military pay, plus such allowances as flight pay and submarine pay, for two (2) calendar weeks (14 days) and the payment the employee would have received for the straight time hours the employee was thereby required to lose from the employee's regular work schedule, but not to exceed ten (10) eight (8) hour workdays if called for training. Payment will be made only upon presentation of documentary proof of such service and rate of pay. Continuous service credit and duly established seniority privileges will accumulate during such leave.

3.19 Leave of Absence for Union Activity. Any employee with at least six (6) months of continuous service credit shall, on written request of the Union, be granted a leave of absence without pay for Union activity for a one (1) year period. Extensions of one (1) year may be requested and granted on written request of the Union prior to the termination of such leave. Only one (1) employee will be on Union leave of absence at a time. Full seniority privileges will be retained and accumulated during such leaves of absence. When the Union activity for which such leaves of absence are granted cease, the Union will immediately notify the Company in writing, and if application is made within ten (10) days thereafter, such Union member will be given reinstatement to the employee's former position, if same still exists and is open, or a position is open that they have satisfactorily held and they are capable of resuming, and at the applicable wage rate at the time of the employee's return.

a. The maximum number of bargaining unit employees serving on a negotiation committee shall be three (3), two (2) of whom shall be shop stewards. Time spent by the bargaining unit members at negotiations shall be considered as leave without pay.

3.20 Application for Leaves of Absence. All applications for leave of absence as described in this Article must be applied for in writing and approved by the Program Manager. In the case of military leaves of absence, the approval will be automatic, but the application must be made in accordance with the vacation policy to allow the Company to plan for a temporary replacement.

3.21 Other Approved Absence. Employees with ninety (90) days' or more of continuous service credit may be granted a leave of absence without pay for personal

reasons. Absence may also be granted for other miscellaneous reasons. Application for such approved absence should be made to the immediate manager who, upon approval, will present it to the Program Manager. Seniority privileges will accumulate during such leaves of absence for a maximum of twelve (12) months. Annually awarded leave benefits will not be reduced on a prorated basis if an employee takes less than thirty (30) cumulative workdays as leave without pay. Leave without pay in excess of thirty (30) cumulative days may be used to prorate the next year's leave benefits. All paid leave must be exhausted prior to applying for leave of absence without pay.

3.22 Family Medical Leave. The Employer agrees to recognize as policy, The Family Medical Leave Act (FMLA) of 1993 (Public Law 103-3).

3.23 Prolonged Medical Leave. Regular full-time seniority employees, who are certified by a physician to be unable to perform their regularly assigned duties with the Company, will not be terminated because of disabling illness, injury, or pregnancy. They will receive a leave of absence without pay during the period of such disability; provided, it does not exceed twelve (12) consecutive calendar months, including any leave taken under FMLA. The employees will inform their supervisor immediately upon the occurrence of the disability and will keep the Company informed monthly of their prognosis and will provide medical documentation required by the Company.

The first twelve (12) weeks of an employee's serious health condition, which requires treatment in connection with inpatient care in a hospital, hospice, or residential medical care facility, or which requires the employee to be absent from work and which involves the continuing treatment or supervision of a health care provider, will be recorded as leave under the Family and Medical Leave Act of 1993 (FMLA). Medical leave resulting from an employee's chronic or long-term incurable condition may also be considered leave under FMLA.

When the employee is medically able to resume their regularly assigned Company duties, they must notify the Company of the expected return date. Such notification must be received by the Company no less than ten (10) working days prior to the expected return date. A physician's certification that the employee is medically fit to return to work and perform their normal duties must be provided upon return. Upon being pronounced medically able to return to work, they will be reinstated as soon as possible to the same job with the equivalent pay, benefits, and other employment terms and conditions. Employees on prolonged medical leave, in accordance with this Section, will continue to accumulate seniority for the duration of the leave.

3.24 Donation of Leave. Employees may donate leave to fellow employees within the same company for medical issues, death in the family, and other substantially similar reasons under the following circumstances:

- a. Paid leave may be utilized for donation;
- b. The donor's respective leave bank may not fall below forty (40) hours;
- c. The donor recipient will be paid at the hourly rate of the donor for all hours

donated; and,

d. Notice of the desire to donate leave will be provided to the Company as soon as reasonably practical. The donor must have the hours in his/her bank at the time the donation is proposed.

ARTICLE 4 GENERAL PROVISIONS

4.01 Tools and Equipment. The Company will continue its present policy in issuing specialty tools, test equipment, and protective clothing (such as rubber boots and outer wear when in contact with petroleum, hazardous waste cleanup, etc.), to be utilized by employees in the performance of their jobs. Each employee will be responsible to account for the tools and equipment supplied, ordinary wear and tear excepted. In addition to the foregoing, there shall be up to a one hundred and seventy-five dollars (\$175.00) shoe/boot allowance/reimbursement. Employees will submit an appropriate receipt and relinquish their used shoes/boots, that do not meet Occupational Safety and Health Administration (OSHA) standards, to the Employer. Tools and equipment lost or damaged by proven, gross negligence or extreme misuse, will be replaced at the employee's expense.

a. Upon employment, journey persons shall be required to provide their own hand tools as would be normal for their respective trade. The Company will be responsible for replacement tools (of equivalent grade and within fifteen [15] days after presentation of tool and complete material request) due to normal wear or breakage while performing work at the Base.

4.02 Safety Meetings. It is agreed by the parties that workplace safety is of paramount importance; in recognition of that importance, there will be monthly safety meetings, with the subject matter being those issues that relate to safety in the workplace.

In addition to the monthly "all hands" safety meeting, the Company will hold, at a minimum, a monthly meeting with the designated leads, Company safety representative, and management personnel to discuss safety items pertinent to the workplace. The intent of this meeting is to promote the regular, daily communications of safety-related issues between the employees and management.

4.03 Union Bulletin Boards. The Company will allow Union bulletin boards in each shop for posting of Union publicity. Material posted will be limited to notices of Union meetings, Union newspaper items, Union recreational and social activities, job vacancies, and seniority rosters. Material posted will not be political in nature unless Union business.

4.04 Notices. Whenever notice is given under the terms of this Agreement, from either party to the other, it will be in writing. Notice to the Company will be addressed to Choctaw Defense Services, Notice to the Union will be addressed to the Business Representative, Teamsters Local 959, 520 E. 34th Avenue, Suite 102, Anchorage, Alaska, 99503. Employees will keep the Company informed of their correct address, and in case of notice to the employees, it will be by certified mail with a copy to the Union business

representative and the shop steward. The notices will be sent to the last known address furnished to the Company by the employee and will be deemed to have been given as of the date received for, or if returned to the Company due to the employee's having failed to keep the Company informed of the correct address, the date such notice is returned.

4.05 Health and Welfare Plan. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Alaska Teamster-Employer Welfare Trust and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and union trustees who constitute the Board of Trustees of said Trust Fund, and their lawful successors.

Effective for the November payroll month (the Company will remit in December for January 1 eligibility), the Company and Union agree to the following provisions regarding Health and Welfare contributions and shared monthly plan costs:

Plan Level	Employee Portion	Company Portion	Total
Employee Only	\$25.00	\$1,269.00	\$1,294.00
Employee Plus	\$175.00	\$1,764.00	\$1,939.00
Family	\$425.00	\$2,161.00	\$2,586.00

*The new rates become “effective upon the first day of the second month following the effective date of the new Collective Bargaining Agreement.”

The above contributions and shared monthly plan cost rates shall continue without change through December 31, 2022. The contributions and shared monthly costs in subsequent years beginning January 1, 2023, shall be determined by the Alaska Teamster-Employer Welfare Trust (ATEWT). Additional contributions in subsequent years contributed by the Company shall not exceed Seven and one half percent (7.5%). Additional costs above seven and one half percent (7.5%) in subsequent years shall be paid by the employee as the employee portion. Additional contributions shall be outlined in a Letter of Agreement.

The company will make its first contribution to the ATEWT for a probationary employee in the third month after the employee begins employment (e.g., if the employee starts on March 15, the employer will make its first contributions for that employee in June). Prior to the month in which the Company makes its first contribution to the ATEWT after an employee reaches non-probationary status, the Company will make payments to the employee’s 401K plan in compliance with the SCA.

For employees who are recalled with seniority, the Company will make its first contribution in the month after the recall.

Such contributions will be for the purpose of group insurance as specified in the Trust Agreement.

If an employee is absent due to illness, vacation, or an on-the-job injury, the Company will continue to make contributions for the employee, as if they were at work, for a period of two (2) months. If an employee is terminated, retires, or resigns prior to the 10th of a

particular month, no payment will be required for that employee in the month he/she is terminated, resigns, or retires. In no event will a payment be required for an employee in the month following the month of his/her termination, resignation, or retirement.

4.06 Retirement Contributions. Effective January 1, 2022, the Company will contribute the following amounts to employees for each compensable hour worked up to 40 hours per week into a 401k and/or the Teamsters Pension Trust Fund. Contribution amounts will be based on the employees seniority date according to Article 2 of the Collective Bargaining Agreement as of January 1 of each year and will be readjusted as applicable on the first Monday following each January 1 thereafter.

Retirement Contributions For Employees Employed as of December 31, 2018.

- One to five years of seniority - \$4.70 into a 401k, and \$1.60 into the pension.
- More than five years of seniority - \$4.70 into a 401k, and \$3.10 into the pension.

New employees completing 1000 hours in a year shall begin their pension contributions the first Monday following each January 1st thereafter. Retirement Contributions for Employees Hired on or After January 1, 2019, are as follows:

- Less than 1,000 hours in any year - \$4.70 into a 401k.
- More than one year of seniority (and at least 1,000 hours in a calendar year) - \$4.70 into a 401k, and \$1.60 into the pension.
- More than five years of seniority (and at least 1,000 hours in a calendar year) - \$4.70 into a 401k, and \$3.10 into the pension.

If the Company's withdrawal liability (inclusive of any liability related to bargaining unit employees employed by subcontractors) at any time exceeds \$50,000, the Company may withdraw from the Teamsters Pension Trust Fund either immediately (subject to compliance with notice requirements of the Plan) or at any time thereafter. Once the withdrawal is effective, the entire applicable retirement amount will then be contributed to the employee's 401k. (In order to assess its potential withdrawal liability for purposes of this paragraph, the Company may exercise its right under Sections 101(k) and 101(l) of ERISA to request once per year an estimate of the withdrawal liability that it would incur if it were to have withdrawn from the plan on the last day of the plan year preceding the date of the request. If the Plan notifies the Company that its withdrawal liability would exceed \$50,000, the Company may withdraw from the Plan subject to the terms of this paragraph and compliance with its notice obligations under the Plan). This section regarding Choctaw's withdrawal liability will expire in conjunction with the expiration of their Federal BOSS contract with the USCG at the Kodiak Coast Guard Base.

4.07 Alaska Teamster-Employer Service Training Trust. Effective January 1, 2022, the Employer will contribute ten cents (\$0.10) for each hour of compensation earned by

each employee during a given month to the Alaska Teamster-Employer Service Training Trust, for the purpose of training and upgrading as specified in said Trust Agreement.

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Service Training Trust in accordance with the Trust Agreement originally executed on December 5, 1981, and as amended and restated May 8, 2003. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

The contributions will be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms. The Alaska Teamster-Employer Service Training Trust will provide training as necessary for hazardous materials, 40-hour HAZWOPER, 8-hour HAZWOPER annual updates/refresher classes, as well as CDL training and upgrades, forklift certification, and other training as identified between the parties. Such training will be scheduled sixty (60) days in advance with the Project Safety Manager.

4.08 Security Clearance. Nothing in this Agreement will require the Company to employ or continue to employ any persons whom the U.S. Government refuses to give access to the base pursuant to the Employer's contract with the USCG. The Union agrees that it will not file a grievance where the Company has removed from the payroll any employee who cannot receive a security clearance or whose security clearance has been revoked or whose required mobility is revoked.

4.09 Outside Contracting. The intent of this provision is to provide an alternative in those cases in which the hiring processes as defined in Section 1.13, Hiring Hall, and Procedure, of this Agreement have been exhausted and the labor needs of the Company remain unfilled. This provision is not intended to be standard operating procedure.

a. Through written agreement with the Union business representative, the Company will detail the scope of work and the proposed contracting duration. The Union shall not unreasonably withhold agreement and will provide a response within seven (7) business days.

b. Both parties agree they will continue the recruitment of qualified personnel.

c. The Union and Company recognize and agree that pest control, elevator maintenance and fire alarm inspection and testing work has historically been performed by non-bargaining unit personnel and the Company may continue to have such work performed by non-bargaining unit personnel.

4.10 Effect of Law. In the event that now or hereafter there is any state or federal law, or any directive, order, rule, or regulation made pursuant thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same will supersede such provision or provisions and thereafter will govern and control the relations and conduct of the parties so long as such law, directive, order, rule, or regulations will

remain in force and effect. In the event that this or any other agreement existing between the parties, now or thereafter, requires the approval of any government authority, it will be approved before being effective. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties will meet to discuss a modification of such provision or provisions to comply with the law. In all other respects, the provisions of this Agreement will continue in full force and effect for the duration of this Agreement.

4.11 Successors and Assigns. In the event the Company sells or merges its business operation to or with another company this Agreement will be binding upon said Company.

4.12 Mutual Agreements. After this Agreement has been signed and approved by the Secretary-Treasurer, International Brotherhood of Teamsters, Teamster Local 959, or designee, and the President of the Company, or designee, no provision of any such Agreements may be modified, changed, or amended during the life of the Agreement, except by mutual consent in writing between the Union and the Company, and only at a conference called for such purpose by the parties.

4.13 Waiver. The parties acknowledge that during the negotiations which resulted in the 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 were arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right; and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.

4.14 No Strikes or Lockouts. In consideration of the Company's commitment as set forth herein, the Union, its officer, agents, representatives, stewards, members, and all other employees will not, in any way directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, condone, or threaten any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of work at any of the Company's operations. The failure or refusal on the part of any employee to comply with the above provisions will be cause for immediate discipline, including discharge. Such discipline will be at the sole discretion of the Company. In consideration of the Union's commitment as set forth herein of this Agreement, the Company will not lock out employees.

Nothing herein will prevent either party from pursuing whatever remedies as may be available at law or equity.

4.15 Definitions.

a. Regular/Temporary Employee Shifts. A shift will consist of eight (8) consecutive hours exclusive of a lunch period of not less than forty-five (45) minutes. In those operational work areas where manning is required twenty-four (24) hours a day, seven (7) days per week, the Company will establish a shift of eight (8) consecutive hours if such shift is warranted by operational considerations and personnel scheduling. Employees on those shifts will be permitted to eat lunch during working hours with first priority being given to the operation of the station.

b. Scheduled Day Off. A scheduled day off will be a calendar day during which no regular shift is scheduled to start for the employee.

c. Normal Work Schedule. All employees will be assigned to a forty (40) hour workweek, and the employee's normal work schedule will consist of five (5) consecutive workdays per week, eight (8) hours per day, with two (2) consecutive days in which the employee is not regularly scheduled to work. In the event the Company's Contract with the United States Coast Guard, Kodiak, Alaska changes affecting an employee's workweek, negotiations between the Company and the Union will commence on a case-by-case basis.

d. Workweek. A period of seven (7) consecutive days consisting of one hundred sixty-eight (168) consecutive hours beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday. The normal workweek shall be forty (40) hours. Work performed before or after an employee's scheduled shift will be at time and one-half (1-1/2).

e. Temporary Employee. A temporary employee will be defined as an employee hired for a specific project, or a replacement for a regular employee. If that temporary position exceeds ninety (90) days, the Company shall post that position as permanent work. Regular employees will be given, if qualified, first option to the temporary work. A replacement employee, for a regular employee bidding a temporary position, will be considered a temporary employee. A temporary employee will be compensated under our Labor Agreement, or they will be compensated under Davis-Bacon as required by that Act. Appropriate Union dues, initiation fees, and dues checkoff, as well as compliance with Section 1.04, Union Shop, of this Agreement, will be required. A regular employee, in layoff status, will not lose recall rights while working as a temporary employee and if worked as a temporary employee, their layoff date will be adjusted to the temporary work completion date.

1. Temporary employees will not be utilized to circumvent or delay the hiring of regular employees.

f. Personal Leave. Paid leave first (1st) awarded at the end of probationary period and then as an annual allotment available to be used for any illness or disability that incapacitates the employee. Personal leave is also available for medical or dental appointments that cannot be made outside of normal work hours or for any other personal need. Preapproval of personal leave requests is required for all but emergencies or illnesses.

4.16 Call-In Procedure. The Company will, through the Trouble desk/CHP (Central Heating Plant), call in employees to provide the necessary coverage of available work. These call-ins will be conducted in a manner to comply with the time limits and work requirements imposed by the Company's contract with the U.S. Coast Guard.

4.17 Per Diem and Travel Pay. Employees required by the Company to travel, work and train off Kodiak Island shall be paid up to (8) hours a day within their regularly scheduled work hours, regardless of the day. The employee shall receive up to four (4) hours of pay per day for required business travel outside the employees regularly scheduled work hours, regardless of the day. The only exception to this provision will be if the employee expands his/her travel time for personal reasons. Employees are expected to travel as economically and efficiently as practical.

4.18 Davis-Bacon. Certain work to be performed under the Company's contract may be governed by the Davis Bacon Act (40 U.S.C. 276). Any work performed pursuant to that Act will be strictly within the purview of the Company's management. Time spent by employees completing this work may be divided in as many small units as deemed practical by the Company, but will count toward hours worked in a day or week. Wages and benefits will be pursuant to the Act.

4.19 Term and Notice of Change or Termination. This Agreement will be effective from 12:01 a.m. January 1, 2022, to and including 12:00 midnight, December 31, 2024, and will be automatically renewed from month to month thereafter.

4.20 Either party shall give sixty (60) days' written notice to the other prior to December 31, 2024, or any year thereafter of its desire that the Agreement shall be renegotiated.

IN WITNESS WHEREOF, the Company and the Union, each by its duly authorized representatives, have executed this Labor Agreement on this 4th day of March, 2022.

SIGNED FOR THE UNION

SIGNED FOR THE COMPANY

By: 
Gary Dixon
Secretary-Treasurer

By: 
Jeff Rodriguez
President, managing Officer

Date: Mar 4, 2022

Date: Mar 4, 2022

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)
Norman Blair
Business Representative

Date: Mar 4, 2022

**APPENDIX A
REQUEST FOR REMOVAL OF DISCIPLINARY LETTER**

TO: _____
Immediate Supervisor

Section

In accordance with the Collective Bargaining Agreement, I hereby request that all disciplinary letter(s) be removed from my personnel records.

Signature: _____

Employee No: _____

Date: _____

CHOCTAW DEFENSE SERVICES, INC.

SCHEDULE A

<u>Job Classification</u>	<u>Current Wage</u>	<u>2022 5%</u>	<u>2023 5%</u>	<u>2024 5%</u>
Appliance Mechanic	\$39.46	\$41.43	\$43.50	\$45.68
Automotive Services Lead	\$44.61	\$46.84	\$49.18	\$51.64
Aviation Fuel Station Primary Operator	\$43.91	\$46.11	\$48.41	\$50.83
Boiler Tender	\$42.92	\$45.07	\$47.32	\$49.69
Boiler Tender, Lead	\$48.50	\$50.93	\$53.47	\$56.14
Carpenter, Maintenance	\$41.03	\$43.08	\$45.24	\$47.50
Carpenter, Maintenance Lead	\$46.36	\$48.68	\$51.11	\$53.67
Carpet Layer	\$39.46	\$41.43	\$43.50	\$45.68
Comms Lead	\$44.61	\$46.84	\$49.18	\$51.64
Data Entry Clerk I	\$22.42	\$23.54	\$24.72	\$25.95
Data Entry Clerk II	\$23.49	\$24.66	\$25.90	\$27.19
Data Entry Clerk III	\$25.10	\$26.36	\$27.67	\$29.06
Data Entry Clerk IV	\$26.78	\$28.12	\$29.52	\$31.00
Electrician, Maintenance	\$48.66	\$51.09	\$53.65	\$56.33
Electrician, Maintenance Lead	\$54.99	\$57.74	\$60.63	\$63.66
Electronics Technician	\$40.68	\$42.71	\$44.85	\$47.09
Environmental Technician	\$38.24	\$40.15	\$42.16	\$44.27
Fire Alarm Mechanic	\$45.64	\$47.92	\$50.32	\$52.83
Forklift Operator	\$29.07	\$30.52	\$32.05	\$33.65
Fuel Distribution Helper	\$29.30	\$30.77	\$32.30	\$33.92
Fuel Distribution Mechanic	\$42.15	\$44.26	\$46.47	\$48.79
Fuel Distribution Operator I	\$38.24	\$40.15	\$42.16	\$44.27
Fuel Distribution Operator II	\$42.15	\$44.26	\$46.47	\$48.79
Fuel Distribution, Lead	\$49.61	\$52.09	\$54.70	\$57.43
General Maintenance Worker	\$37.41	\$39.28	\$41.24	\$43.31
Heating, Refrigeration, & Air Conditioner Mechanic	\$40.58	\$42.61	\$44.74	\$46.98
Heavy Equipment Helper	\$32.70	\$34.34	\$36.05	\$37.85
Heavy Equipment Mechanic	\$39.46	\$41.43	\$43.50	\$45.68
Heavy Equipment Mechanic, Lead	\$44.61	\$46.84	\$49.18	\$51.64
Heavy Equipment Operator	\$40.23	\$42.24	\$44.35	\$46.57
Heavy Truck Driver/Refuse	\$36.68	\$38.51	\$40.44	\$42.46
HVAC Technician	\$37.41	\$39.28	\$41.24	\$43.31
Janitor	\$22.07	\$23.17	\$24.33	\$25.55
Janitor, Lead	\$25.29	\$26.55	\$27.88	\$29.28
Janitor, Lead Assistant	\$22.91	\$24.06	\$25.26	\$26.52
Laborer	\$22.03	\$23.13	\$24.29	\$25.50

CHOCTAW DEFENSE SERVICES, INC.

Laborer, Grounds Maintenance (CDL)	\$24.17	\$25.38	\$26.65	\$27.98
Lead Heavy Equipment Operator	\$45.46	\$47.73	\$50.12	\$52.63
Lead Operator for Used Oil Plant	\$43.91	\$46.11	\$48.41	\$50.83
Locksmith	\$38.49	\$40.41	\$42.44	\$44.56
Machinist, Maintenance	\$39.85	\$41.84	\$43.93	\$46.13
Mail Room Clerk I	\$22.75	\$23.89	\$25.08	\$26.34
Mail Room Clerk II	\$23.73	\$24.92	\$26.16	\$27.47
Maintenance Trade Helper	\$30.13	\$31.64	\$33.22	\$34.88
Materials Expediter	\$26.79	\$28.13	\$29.54	\$31.01
Materials Coordinator	\$26.79	\$28.13	\$29.54	\$31.01
Mechanic Lead	\$51.27	\$53.83	\$56.53	\$59.35
Motor Equipment Metal Mechanic/Worker	\$39.46	\$41.43	\$43.50	\$45.68
Motor Vehicle Helper	\$32.68	\$34.31	\$36.03	\$37.83
Motor Vehicle Mechanic	\$39.46	\$41.43	\$43.50	\$45.68
Motor Vehicle Wrecker	\$39.46	\$41.43	\$43.50	\$45.68
Painter, Maintenance	\$38.24	\$40.15	\$42.16	\$44.27
Painter, Maintenance Lead	\$43.22	\$45.38	\$47.65	\$50.03
Pipefitter, Maintenance	\$42.15	\$44.26	\$46.47	\$48.79
Planner Estimator I	\$40.62	\$42.65	\$44.78	\$47.02
Planner Estimator II	\$37.26	\$39.12	\$41.08	\$43.13
Planner Estimator III	\$30.13	\$31.64	\$33.22	\$34.88
Plumber, Maintenance	\$42.92	\$45.07	\$47.32	\$49.69
Plumber, Maintenance Lead	\$48.50	\$50.93	\$53.47	\$56.14
Primary Hazardous Material Technician	\$41.38	\$43.45	\$45.62	\$47.90
Rigger	\$38.81	\$40.75	\$42.79	\$44.93
Sheet-Metal Worker, Maintenance	\$42.92	\$45.07	\$47.32	\$49.69
Shipping & Receiving Lead	\$35.76	\$37.55	\$39.43	\$41.40
Tools & Parts Attendant	\$30.13	\$31.64	\$33.22	\$34.88
Tractor Operator	\$31.37	\$32.94	\$34.59	\$36.31
Truck Driver, Heavy Truck	\$36.68	\$38.51	\$40.44	\$42.46
Warehouse Specialist	\$31.64	\$33.22	\$34.88	\$36.63
Warehouse, Lead	\$35.76	\$37.55	\$39.43	\$41.40
Water Treatment / Sewage Plant Operator	\$41.00	\$43.05	\$45.20	\$47.46
Water Treatment/ sewage helper	\$30.13	\$31.64	\$33.22	\$34.88
Water Treatment/Sewage, Lead	\$46.31	\$48.63	\$51.06	\$53.61
Welder	\$42.92	\$45.07	\$47.32	\$49.69
Work Control Clerk I	\$30.93	\$32.48	\$34.10	\$35.81
Work Control Clerk II	\$38.24	\$40.15	\$42.16	\$44.27

LETTER OF AGREEMENT #1

By and Between

CHOCTAW DEFENSE SERVICES

and

TEAMSTERS LOCAL 959

It is agreed that commencing October 1, 2005, those Choctaw Defense Services employees designated as Data Entry Clerks will advance with the applicable pay upgrade as follows:

Effective October 1, 2005:

Date of employment to one (1) year	Data Entry I scale
Beginning second (2nd) year	Data Entry II scale
Beginning fifth (5th) year	Data Entry III scale
Beginning eighth (8th) year	Data Entry IV scale

SIGNED FOR THE UNION

SIGNED FOR THE COMPANY

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)

Norman Blair
Business Representative

By: 

Jeff Rodriguez
President, managing Officer

Date: Mar 4, 2022

Date: Mar 4, 2022

LETTER OF AGREEMENT #2

By and Between

CHOCTAW DEFENSE SERVICES

and

TEAMSTERS LOCAL 959

Re: Level III Work - Davis Bacon

When the Company is awarded Level III work that is governed by the Davis-Bacon Act, residential provisions, the employees will be compensated pursuant to the Davis-Bacon Act, residential rates, and the following protocol will govern:

1. All workers will be Union employees dispatched from Teamsters Local 959 in conjunction with Section 1.13, Hiring Hall and Procedure unless qualified labor needed is not available after communication with the union representative.
2. The forty (40) hour contingent commitment is not applicable; however, Article 3.06 (a) and (b), Call-In Pay, will apply.
3. If regular employees are directed to work on such projects, they will continue to be compensated at the higher of either the rate listed in Schedule A or the rate listed in the applicable Davis Bacon Residential Wage Determination. Conversely, if Level III employees are directed to work on other "standing" work, they will be compensated at the Collective Bargaining Agreement rates.
4. Regular qualified employees may elect to and may replace Level III employees for purposes of overtime; however, the overtime rate will be calculated at the prevailing residential rate.
5. This Letter of Agreement may be revoked by either party with sixty (60) days' written notice.
6. All other contractual provisions shall apply.

SIGNED FOR THE UNION

By: 
Norman Blair
Business Representative

Date: Mar 4, 2022

SIGNED FOR THE COMPANY

By: 
Jeff Rodriguez
President, managing Officer

Date: Mar 4, 2022

LETTER OF UNDERSTANDING #3

By and Between

CHOCTAW DEFENSE SERVICES

and

TEAMSTERS LOCAL 959

Covering the Water/Wastewater Treatment Plant

It is understood that due to SCADA (Computer) System degradation as it relates to communication/alarm failures, the following shall govern compensation for after-normal business hours' response(s).

1. CHP logs response and calls appropriate person.
2. Water/Wastewater operator to intervene, or makes a decision evaluating the alarm under consideration without having to physically respond to alarm site.
3. Each individual call out shall be paid one (1) hour per response at one and one-half (1-1/2) times the applicable rate.

Any calls which result in physical response(s) to the alarm site shall be paid in accordance with Article 3.06(a), Call-in Pay, and 4.17, Response Premium.

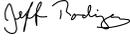
Abnormal responses regarding other Utilities or Contract areas are subject to negotiation between the parties.

SIGNED FOR THE UNION

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)
Norman Blair
Business Representative

Date: Mar 4, 2022

SIGNED FOR THE COMPANY

By: 
Jeff Rodriguez
Jeff Rodriguez
President and Managing Officer

Date: Mar 4, 2022

LETTER OF AGREEMENT #4

By and Between

CHOCTAW DEFENSE SERVICES

and

TEAMSTERS LOCAL 959

Re: Boiler Tenders' Work Schedule

In an effort to promote a healthier work environment for the Boiler Tenders, with the added benefit to the Employer of reduced overtime, both parties agree effective June 22, 2009, to the Boiler Tender schedule as follows:

- a. The scheduling program will apply to Boiler Tenders only.
- b. Where not stated in this Letter of Agreement, refer to the Collective Bargaining Agreement (CBA).

1. **Relief Boiler Tender.** The Relief Boiler Tender will be the Boiler Tender with the least seniority, unless agreed to by all Boiler Tenders to be someone else. The Relief Boiler Tender is the primary person furnishing vacation relief for the Boiler Tenders and other duties within the Central Heating Plant (CHP) as scheduled by the Lead Boiler Tender. When not filling in for the Tenders, the Relief Tender shall work a normal work schedule as defined in Section 4.15(c) of the CBA. When filling a Boiler Tender's shift, Section 1.08 of the CBA shall apply for temporary shift changes. Under emergencies, or other unforeseen circumstances, the Tenders may be relieved by the Standby Boiler Tender.

2. **Overtime for Boiler Tenders.** Boiler Tenders will not normally be called upon to work longer than their scheduled twelve (12) hour shift. If, for unforeseen circumstances, this is required, they will be compensated at time and one-half (1-1/2) their pay rate for hours worked past the end of their scheduled shift or prior to the beginning of their scheduled shift. Outgoing operator will be allowed up to 0.25 hours (15 Minutes) for change of shift briefing. This is the time after being relieved the operator briefs the on-coming operators of the current situation and additional instructions.

3. **Recall Pay for Boiler Tenders.** It is agreed between the Union and the Company that to provide for full coverage at the CHP, there shall be a designated response Boiler Tender on a rotating system of the Boiler Tenders enjoying their scheduled days off. This response Boiler Tender must ensure that any off duty commitment or activity does not interfere with their ability to respond. Those Boiler Tenders filling the designated response standby positions will be compensated in accordance with Section 4.17 and Section 4.17(a) of the CBA.

4. **Steam Plant Tender Work Schedule.**

Shifts Worked. The Boiler Tender will be scheduled on twelve (12) hour per day shifts on the following schedule:

a. **First Shift:** Will work a twelve (12) hour shift starting Monday at 0700 to 1900 in the rotation of four (4) days on with three (3) days off, followed by three (3) days on and four (4) days off, repeating itself continuously.

b. **Second Shift:** Will work a twelve (12) hour shift starting Monday at 1900 to 0700 the following morning in the rotation of four (4) days on with three (3) days off, followed by three (3) days on and four (4) days off, repeating itself continuously.

c. **Third Shift:** Will work a twelve (12) hour shift starting Friday at 0700 to 1900 in the rotation of three (3) days on with three (3) days off, followed by four (4) days on and four (4) days off, repeating itself continuously.

d. **Fourth Shift:** Will work a twelve (12) hour shift starting Friday at 1900 to 0700 the following morning in the rotation of three (3) days on with three (3) days off, followed by four (4) days on and four (4) days off, repeating itself continuously.

All Boiler Tenders will remain on their associated shifts to the greatest extent possible. A rotation from day shift to night shift will be entirely voluntary and the two affected parties must agree before the change will take place. To minimize disruption to the Maintenance/Relief Boiler Tenders' work schedule, vacation time shall, except in extreme circumstances and with prior approval of the Plant Manager, be taken in full shift blocks (either taking a three [3] day shift off or a four [4] day shift off). All leave rules of the CBA apply.

5. **Jury Duty for Boiler Tenders and Maintenance/Relief Boiler Tenders.** Boiler Tenders and Relief Boiler Tenders will be compensated at their scheduled rate of pay, only, for the time absent from their assigned shift when actually called for jury service, and shall return to the Company any disbursements received from the Court System. When a nightshift Boiler Tender is selected for jury duty the Relief Boiler Tender will be scheduled to assume the shift for the duration of the summons and the nightshift Boiler Tender will assume the Relief Boiler Tender's shift. The employee may retain jury pay for service on their own time.

6. **Vacation Pay for Boiler Tenders and Relief Boiler Tenders.** When taking vacation, the hours charged to vacation pay will be the hours absent from the scheduled shift; other than overtime hours for which leave cannot be taken.

CHOCTAW DEFENSE SERVICES, INC.

Annual and personal leave awarded shall continue as defined in Sections 3.11 through Section 3.13 of the CBA.

7. **Holiday Pay for Boiler Tenders.** Boiler Tenders who are scheduled to work on approved holidays will be paid at one and one-half (1-1/2) their pay rate for the twelve (12) hour shift, in addition to eight (8) hours' of holiday pay. All other instances of holiday pay will be paid in accordance with Section 3.08 of the CBA.

8. **Premiums.** Boiler Tenders scheduled to work the night shift will be paid at the night shift rate as defined in Section 3.03 of the CBA.

9. **Paid Absences.** Paid time off for holidays, vacations, personal time, and other paid absences (although awarded by the day); will represent eight (8) hours. (For example: one [1] day equals eight [8] hours.)

10. **Meals for Boiler Tenders.** Boiler Tenders on shift will be permitted to eat lunch during working hours with first priority being given to the operation of the CHP.

11. **Boiler Tenders' Rate of Pay for Twelve Hour Shift.**

a. During the twelve (12) hour shifts, all swing shift premium pay shall be discontinued.

b. The Boiler Tenders' scheduled twelve (12) hour shifts will result in a total of eighty-four (84) hours being worked in each two (2) week period. The first eighty (80) hours of each two (2) week period will be paid at the Boiler Tender rate as stated in Schedule A, Occupations, of the CBA. Hours worked over eighty (80) hours in each two (2) week period shall be compensated at one and one-half (1-1/2) times.

Any items not covered in this special agreement, or company policy will be covered by the Collective Bargaining Agreement.

Vacation Leave Conversion: Refer to Article 3.13 Vacation Eligibility.

Personal Leave Conversion: Refer to Article 3.15 Personal Leave.

Absence for Death in Immediate Family Conversion

CHOCTAW DEFENSE SERVICES, INC.

On island days off, three (3) days and five (5) days for off Island travel; with three (3) days' compensation paid to a maximum of twenty-four (24) hours' of pay and the five (5) days to a maximum of forty (40) hours' of pay.

SIGNED FOR THE UNION

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)
Norman Blair
Business Representative

Date: Mar 4, 2022

SIGNED FOR THE COMPANY

By: 
Jeff Rodriguez
Jeff Rodriguez
President and Managing Officer

Date: Mar 4, 2022

LETTER OF AGREEMENT #5

By and Between

CHOCTAW DEFENSE SERVICES

and

Teamster Local 959

Re: Apprenticeship programs

The Company and the Union agree that apprenticeship programs may be developed, and covered by the Collective Bargaining Agreement (CBA). Conditions of the apprenticeship programs shall be mutually agreed upon between the Company and the Union.

Probationary periods within the apprenticeship programs shall be understood as a period of time that the employee has to remain in good standing within the program (attendance, essential duties, and responsibilities, etc.). During this period of time, if the employee is deemed not fit for the program, they may use their bumping rights according to the CBA to return to their former position(s).

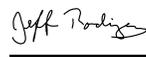
Apprenticeship programs shall be governed by the Joint Apprenticeship and Training Committee (JATC). The JATC shall consist of equal members of Teamsters Local 959 and Management.

The qualifications for apprenticeship shall be described in each posting for the position, with necessary benchmarks, required educational criteria, time lines for achievement, etc. As each position is developed, such benchmarks will be developed in coordination with the JATC.

SIGNED FOR THE UNION

SIGNED FOR THE COMPANY

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)
Norman Blair
Business Representative

By: 
Jeff Rodriguez
Jeff Rodriguez
President and Managing Officer

Date: Mar 4, 2022

Date: Mar 4, 2022

LETTER OF AGREEMENT #6

By and Between

CHOCTAW DEFENSE SERVICES

and

TEAMSTERS LOCAL 959

Re: Schedule of Development Program Wages – Apprenticeship Wages

1st year of Apprenticeship = AW 1
2nd year of Apprenticeship = AW 2
3rd year of Apprenticeship = AW 3

Other requirements of each apprenticeship may be necessary prior to receiving higher wage as stipulated in each respective qualification card.

The Company and Union agree that wage rates for apprentices will be calculated using the following schedule:

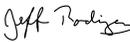
<u>Craft code</u>	
XXXAW1-YY	75% of rate of the applicable wage rate
XXXAW2-YY	80% of rate of the applicable wage rate
XXXAW3-YY	85% of rate of the applicable wage rate

It is further agreed that these calculations will be used to determine the wage rates of apprenticeships in general, according to the appropriate benchmarks set out by the specific apprenticeship and offer letter.

SIGNED FOR THE UNION

SIGNED FOR THE COMPANY

By: 
Norman Blair (Mar 4, 2022 12:03 AKST)
Norman Blair
Business Representative

By: 
Jeff Rodriguez
Jeff Rodriguez
President and Managing Officer

Date: Mar 4, 2022

Date: Mar 4, 2022

CHOCTAW DEFENSE SERVICES, INC.

JOB Classification and Job Description

Number	Job Description	Note
1-1	Boiler Tender	Listed
1-2	Carpenter Maintenance	Listed
1-3	General Maintenance Worker	Listed
1-4	Heavy Equipment Operator	Listed
1-5	Janitor	Listed
2-1	Fuel Distribution Helper	Listed
2-2	Fuel Distribution System Lead	Listed
2-3	Fuel Distribution System Operator I	Listed
2-4	Fuel Distribution System Operator II	Listed
2-5	Laborer	Listed
2-6	Materials Coordinator	Listed
3-1	Carpet Layer	Listed
3-2	Heavy Truck / Refuse Driver	Listed
3-3	Lead Boiler Tender	Listed
3-4	Water Treatment / Sewage Helper	Listed
3-5	Water Treatment / Sewage Plant Operator	Listed
4-1	Data Entry Clerk I	Listed
4-2	Electrician, Maintenance	Listed
4-3	Fire Alarm Mechanic	Listed
4-4	Heating, Refrigeration, & Air Conditioner Mechanic	Listed
4-5	HVAC Technician	Listed
4-6	Lead Mechanic	Listed
4-7	Work Control I	Listed
4-8	Work Control II	Listed
5-1	Heavy Equipment Mechanic	Listed
5-2	Lead Heavy Equipment Operator	Listed
5-3	Motor Equipment Metal Mechanic Worker	Listed
5-4	Motor vehicle Mechanic	Listed
6-1	Appliance Mechanic	Listed
6-2	Aviation Fuel Station Primary Operator	Listed
6-3	Lead Change of Occupancy Maintenance (COMS)	Listed
6-4	Fuel Distribution Mechanic	Listed
6-5	Lead Electrician, Maintenance	Listed
6-6	Lead Used Oil Operator	Listed
6-7	Locksmith	Listed
6-8	Machinist Maintenance	Listed
6-9	Mail Room Clerk I	Listed
6-10	Maintenance Trade Helper	Listed

CHOCTAW DEFENSE SERVICES, INC.

6-11	Material Expediter	Listed
6-12	Painter	Listed
6-13	Pipe Fitter Maintenance	Listed
6-14	Plumber, Maintenance	Listed
7-1	Warehouse Specialist	Listed
8-1	Lead Automotive Services	Listed
9-1	Heavy Truck Driver	Listed
	Lead Carpenter Maintenance	TBD
	Electronic Tech	TBD
	Lead Heavy Equipment Mechanic	TBD
	Heavy Equipment Helper	TBD
	Lead Plumber Maintenance	TBD
	Lead Painter Maintenance	TBD
	Sheet Metal Worker Maintenance	TBD
	Lead Water Treatment	TBD
	Data Entry II	TBD
	Data Entry III	TBD
	Data Entry IV	TBD
	Data Entry V	TBD
	Mail Room Clerk 2	TBD
	Motor Vehicle Helper	TBD
	Lead Janitor	TBD
	Assistant Leader Janitor	TBD
	Laborer, Grounds Maintenance	TBD
	Environmental Tech	TBD
	Lead Shipping & Rec	TBD
	Lead Warehouse	TBD
	Forklift Operator	TBD
	Tool and Parts Attendant	TBD
	Rigger	TBD
	Primary Hazardous Material Tech	TBD
	Tractor Operator	TBD
	Planner Estimator I	TBD
	Planner Estimator II	TBD
	Planner Estimator III	TBD

Please see attached for detailed Job Descriptions.

010122_123124 Choctaw Defense Services Inc CBA

Final Audit Report

2022-03-04

Created:	2022-03-04
By:	Shawna Bragg (sbragg@akteamsters.com)
Status:	Signed
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"010122_123124 Choctaw Defense Services Inc CBA" History

-  Document created by Shawna Bragg (sbragg@akteamsters.com)
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✔ Agreement completed.

2022-03-04 - 9:05:32 PM GMT