REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director — Division of Wage Determinations	Wage Determination No.: CBA-2024-145 Revision No.: 0 Date Of Last Revision: 04/12/2024

State: California

Area: San Diego

Employed on DEFENSE LOGISTICS AGENCY contract for The contractor performs the requirements of the Alongside Aircraft Refueling Contract. The Contractor furnishes, manages, operates, and maintains mobile fuel servicing equipment required to provide jet fuel services and support to all tenant and transient aircraft at Marine Corps Air Station (MCAS) Camp Pendleton (Munn Field), CA..

Collective Bargaining Agreement between contractor: TK&K SERVICES, LLC, and union: TK&K SERVICES, LLC Local DIST LODGE 725, effective 05/01/2024 through 03/31/2027.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the

Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TK&K SERVICES, LLC

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

DISTRICT LODGE 725

MARINE CORP AIR STATION

CAMP PENDLETON

(NLRB Case Number 21-RC-328698)

EFFECTIVE

May 1, 2024 through March 31st, 2027

TABLE OF CONTENTS

PURPOSE OF AGREEMENT _____ *3*

ARTICLE 1 - GENERAL CONDITIONS OF CONTRACT _____ *3*

Section 1- General Provisions _____ 3

Section 2 - Recognition and Exclusive Representation _____ 4

Section 3 - Period of Agreement and Ratification _____ 5

Section 4 - Successors and Assigns _____ 5

Section 5 - Right to Manage _____ 5

Section 6 – Separability _____ 5

Section 7 - Strikes and Lockouts _____ 6

Section 8 - Security Regulations _____ 6

Section 9 – Nondiscrimination and Anti-Harassment _____ 7

ARTICLE 2 - UNION - COMPANY RELATIONS _____ *7*

Section 1- Union Stewards _____ 7

Section 2 - Business Representatives and Union Officials _____ 8

Section 3 - Bulletin Boards and Posting Notices _____ 9

Section 4 - Information Provided to the Union _____ 9

Section 5 – Official Union Business _____ 9

Section 6 – Union Security _____ 9

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION _____ *10*

Section 1 - Definition of Grievance _____ 10

Section 2 - Grievance Procedure _____ 10

Section 3 – Arbitration _____ 12

ARTICLE 4 - SENIORITY _____ *13*

Section 1 - Basis of Seniority and Establishment of Seniority Rights _____ 13

Section 2 - Layoffs _____ 13

Section 3 - Recall Rights _____ 14

Section 4 - Employees Entering Armed Forces _____ 15

Section 5 - Loss of Seniority _____ 15

Section 6 – Promotions _____ 15

ARTICLE 5 - EMPLOYMENT CONDITIONS _____ *17*

Section 1 - Sanitary, Safety and Health Conditions _____ 17

ARTICLE 6 - EMPLOYEE PRIVILEGES _____ *18*

Section 1 – Paid Time Off (PTO) 18
Section 2 - Military Leave 19
Section 3 - Bereavement Leave 20
Section 4 – Leave of Absence 20
Section 5 – Holidays/Family Days 21
Section 6 - Jury Duty 22
Section 7 - Employee Benefits 22
Section 8 - Temporary Duty Assignments (TDY) 23
ARTICLE 7 - PAY PROVISIONS *24*
Section 1 - Wages 24
Section 2 – Overtime 25
Section 3 - Hours and Days of Work 25
Section 4 - Pay Period 25
Section 5 - Report Time and Call-Back Time 26
Section 6 – Uniforms 26
Section 7 - Placement in Lower Rated Classifications 26
Section 8 - Mileage Reimbursement 27
Section 9 – Effective Date of Economic Improvements 27
ARTICLE 8 - MACHINISTS RETIREMENT AND SAVINGS PLAN *27*
APPENDIX A *29*
PART-TIME EMPLOYEES *29*

PURPOSE OF AGREEMENT

This Agreement, entered into by and between TK&K Services, LLC, (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 725 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article 1, Section 2, of this Agreement, and the Union as their Representatives.

The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - GENERAL CONDITIONS OF CONTRACT

Section 1- General Provisions

(A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.

(B) Any practice of the Company in the past not specifically set out herein is expressly eliminated as a subject for bargaining, and, during the life of this Agreement, may not be raised for further bargaining or negotiations.

(C) It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females.

(D) This Agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives, provided, however, that such changes or modifications are ratified by the membership of the Union. Written agreements regarding interpretations or understandings may be made between the Company and the Business Representative and the Negotiating Committee that do not change or modify the Agreement and shall not require the ratification of the membership.

(E) The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.

(F) Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all the provisions of this Agreement.

Section 2 - Recognition and Exclusive Representation

(A) Definition of Bargaining Unit and Employees Covered by this Agreement.

The Company recognizes the Union as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full time and regular part-time Dispatcher/DCO and Driver System Operator employees of TK&K Services, LLC at the Marine Corps Air Station Camp Pendleton, California. The word "employee" or "employees", as used in this Agreement, means all employees of the Company employed at the aforementioned job classifications.

(B) Employees Excluded from the Bargaining Unit

Excluded are all office clerical employees, professional employees, guards and supervisors as defined by the Act.

Non-Bargaining Unit Personnel: The Company and Union agree the contract awarded to the Company by the Government is a fixed-price contract for a period of four-years commencing April 1, 2017, with a five-year option period, and that workforce strategy cannot be changed from the original bid. As a result, it is understood non-bargaining employees may routinely perform productive work in the same manner as bargaining unit employees until the expiration of the Company's contract with the Government provided that no bargaining unit employees are laid off as result of non-bargaining unit employees performing this work.

After expiration of the TK&K Services' current contract with the Government, non-bargaining unit employees may be required to occasionally perform work customarily performed by bargaining unit employees. It is also understood that Supervisors and others will be required to work with tools only to meet requirements under the conditions described in this Article. Therefore, the Company shall have the right to utilize non-bargaining unit employees under one or more of the following conditions:

(1) To assist in working a malfunction/discrepancy on fuel truck / fuel farm that must be corrected expeditiously in order to successfully complete fueling activities, when bargaining unit employees with the necessary skills are not immediately available.

(2) In limited circumstances where the satisfaction of the Company's obligations and responsibilities as a contractor may be jeopardized, when bargaining unit employees with the necessary skills are not immediately available.

(3) For instruction and training purposes.

(4) For test and/or experimentation purposes.

(5) In emergencies.

(6) When an employee fails to report to work and other qualified employees are not available. It is agreed that the Company will make a reasonable effort to locate and assign qualified bargaining unit employees to perform the work.

(7) The Company will work to cross train bargaining unit employees to the level that eliminates, as much as possible, the need for management to perform bargaining unit work on any frequent or regular basis.

Section 3 - Period of Agreement and Ratification

(A) This Agreement shall be effective May 1, 2024, and shall remain in full force and effect up to and including March 31st, 2027, and thereafter from year to year unless written notice to modify, amend, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date of this Agreement.

Where not otherwise specified, any reference to "days" in this Agreement shall mean calendar days.

(B) Any notice given under this Section shall be deemed to be served by the Union when mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Company's HR Director for service upon the Company, and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand, to the assigned Business Representative of District Lodge 725, for service upon the Union. The date of mailing shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for purposes of Section 3 (A) of this Agreement.

(C) After the Company and Union negotiation committees have concluded negotiations of amendments and modifications to the Agreement, all such amendments and modifications must be accepted or rejected as a whole (without acceptance or rejection of parts thereof) by the Company and the Union.

Section 4 - Successors and Assigns

This Agreement shall be binding upon the Company and its successors, assigns or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

Section 5 - Right to Manage

The Company has, and will retain, the sole and exclusive right to manage the business and direct the workforce, including, but not limited to, the right to plan, direct and control all business and work operations, discipline, suspend or discharge for just cause, to hire, promote, demote, classify, reclassify, reassign, transfer and layoff. Any of the rights, powers and authority not specifically abridged by the Agreement are retained by the Company. Any claim that the Company has exercised such right and authority contrary to the provisions of this Agreement may be taken up as a grievance.

Section 6 – Separability

(A) Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a

court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

(B) The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Section 7 - Strikes and Lockouts

(A) The Union, (its officers, agents, and members) agrees that for the duration of this Agreement it shall not cause, engage or condone any strike (including sympathy strike) slowdown or stoppage of work or any acts of any nature which would interfere with the Company's ability to provide uninterrupted service to the United States Government except as provided for in this Agreement. If the Company believes a violation of this Section has occurred, the Company shall notify the Union of the alleged violation. In the event the Union has not sanctioned any strike actions it shall notify employees that no strike activity has been sanctioned by the Union. After employees are notified by the Union that a strike has not been sanctioned by the Union the Company may discipline any employee(s) who fail to comply with the provisions of this Article. The Company agrees that it will not cause or engage in any lockout for the duration of this Agreement.

(B) In the event of a violation of this section, the Union, (its officers, agents, and members) collectively agree that it will use its best efforts to end such prohibited conduct.

Section 8 - Security Regulations

(A) The parties to this Agreement hereby recognize the Company's obligations in its contracts with the Government pertaining to security, security clearances, and access to Government-managed property, and agree that nothing contained in this Agreement is intended to place the Company in violation of its contracts and/or security agreements with the Government.

(B) In the event that the U.S. Military Service or other Government Agency duly concerned with security regulations or operations on Government-managed property, advises the Company that any employee in the Union bargaining unit is restricted from access to Government-managed property, or restricted from work on or access to classified information and material, the Union agrees that such action as the Company may take pursuant to its contractual and/or security obligations to the Government will not be contested, nor will such action be a subject of the grievance procedure contained in Article 3 of this Agreement.

(C) In the event that such Government Agency following the taking of such action advises the Company that such an employee is no longer restricted from access to Government-managed property or restricted from work on or access to classified information and material, the Company shall promptly reinstate the employee with seniority, to the same job classification held at the time such action was taken, subject to the applicable seniority provisions of the Agreement, if he/she promptly applies for such reinstatement. The Company will not be liable for lost pay in these circumstances; however, at such employee's request, the Company will join such

employee and/or the Union in applying to the appropriate government agency for restoration by the Government of lost pay.

(D) Management will expedite proper paperwork and/or procedures to obtain permanent badges.

Section 9 – Nondiscrimination and Anti-Harassment

It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination, harassment and all other unwanted behaviors as defined in the Employee Handbook and Company Code of Conduct. To this end, the parties agree to comply with all applicable laws, statutes, regulations, and Company policies concerning nondiscrimination and harassment in employment.

ARTICLE 2 - UNION - COMPANY RELATIONS

Section 1- Union Stewards

(A) Upon execution of this Agreement, the Union shall promptly furnish the Site Manager, in writing, the name(s) of the Union Steward(s). Thereafter, the Union shall promptly advise the Site Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of notification.

(B) The scope of the Stewards' activities on Company time shall be limited to the following:

(1) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement, complaint, or grievance which the employee desires the Steward to be present.

(2) To investigate a complaint or grievance of record before presentation.

(3) To present a request concerning this Agreement, complaint, or grievance to an employee's Site Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

(4) To meet by appointment with the Site Manager or other designated representative of the Company, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

(5) To report safety hazards or make safety recommendations to the management of his/her area.

(C) It is agreed that a Steward may receive, but not solicit, grievances from employees. For purpose of this Agreement, the term "solicit" means the Steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this Agreement. The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work.

(D) It is agreed that since the Steward has a regular work assignment to be performed, that contacts involving Union business with other employees or Stewards, or the Business Representative of the Union, will be no more frequent and no longer than

the matter for discussion reasonably requires. Where necessary, the Steward's work schedule or assignment will be adjusted where practical, to allow for time to conduct Company-Union business as specified below:

(1) For discussions with Stewards or the authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement. The parties agree that Stewards shall not jointly attend grievance meetings unless mutually agreed to by the parties. It is also agreed that the investigation of grievances is the primary role of the Steward.

(2) To represent the local Union at Step I and Step II of the grievance procedure as provided in Article 3 the grievance procedure.

(E) The number of Stewards may be adjusted by mutual agreement to compensate for facility and population changes; however, there shall be a minimum of one (1) Steward.

(F) The Steward shall secure permission of his/her Site Manager or assigned alternate before leaving his/her workstation, and report back to his/her Site Manager or assigned alternate upon return to his/her workstation. Permission will be granted unless operation activities are affected. The Company will not unreasonably deny or delay access to the Steward.

(G) The Company recognizes limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event a Steward has taken unauthorized strike action, slowdown, work stoppage, or other actions in violation of this Agreement. Prior to taking any such action against a Steward, the Company shall contact the Business Representative in the effort to have the Steward cease any unauthorized acts.

(H) It is agreed the Company will pay employees for time away from the performance of their normal jobs while acting in their Steward capacity as defined in this Article. It is agreed that time away from normal work activities will be reviewed and monitored and may be addressed by mutual agreement during the period of this Agreement.

Section 2 - Business Representatives and Union Officials

(A) Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards regarding employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations which will render ineffective the intent of this provision. Prior to entering the Company's operations, the Business Representative shall notify the Site Manager or his/her assigned alternate to agree on the date and time he/she will be on the facility. The Company shall provide the necessary Company badges and credentials to the assigned Business Representative or Grand Lodge Representative, to facilitate access to the membership if approved by Base Command, Contracting Officer or other authority as may be designated by the Military Base.

(B) A full-time Union Official or Business Representative may discuss any problems with employees (other than Stewards) on the employee's own free time. If further discussion of a complaint or grievance is necessary, the Union Representative may meet with any single individual providing that he/she first notify the Site Manager or his/her assigned alternate. The contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matter for discussion reasonably requires.

Section 3 - Bulletin Boards and Posting Notices

(A) It is agreed that the Union will be permitted to post on bulletin boards provided by the Company:

(1) Notices of Union recreational affairs.

(2) Notices of Union elections and election results.

(3) Notices of Union appointments.

(4) Notices of Union meetings.

(5) Such other notices as may be mutually agreed upon by the Union and Company.

(B) The Company will afford the Union a bulletin board clearly identified as "Union Business" where only Union notices will be displayed. The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property other than herein provided or permitted by applicable State or Federal law.

Section 4 - Information Provided to the Union

The Company will furnish to the Union Business Representative information, as required by law.

Section 5 – Official Union Business

It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity or to serve on any Union Committee, except as provided in the Agreement.

Section 6 – Union Security

(A) All employees in the bargaining unit, who are in good standing on the effective (execution) date of this Agreement, shall be required as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues and initiations fees and reinstatement fees, if any, commencing not later than the thirty-first (31st) day following the effective (execution) date of this Agreement or pay an agency fee to the Union equal to the amount of monthly dues.

(B) Any employee hired on or after the effective (execution) date of this Agreement shall become a member of the Union not later than thirty-one (31) days after his/her date of employment. Such an employee, as a condition of continued employment, shall maintain his/her membership in the Union to the extent of current monthly dues, initiation fees and reinstatement fees, if any, or pay an agency fee to the Union equal to the amount of monthly dues.

(C) Any present employee who, on the effective (execution) date of the Agreement is not a member of the Union, who thereafter chooses to join the Union, must maintain their membership thereafter as provided in Section (A) above or pay an agency fee to the Union equal to the amount of monthly dues.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Definition of Grievance

The term grievance as used in this Agreement is a written claim involving the interpretation, application, or claim of breach or violation of applicable provision(s) of this Agreement which the employee has not been able to adjust with his/her Site manager. The grievance must identify the applicable provision(s) of the Agreement that the Company is claimed to have breached or violated.

Section 2 - Grievance Procedure

(A) The parties agree that all complaints should be resolved, whenever possible, with the Site manager and the employee involved. Any employee with a complaint or issue should contact the Site manager to discuss and resolve the issue, if the employee desires, the Steward may attend this initial step. Both parties will make every effort to resolve the issue. If the complaint cannot be resolved between the parties involved, then the Steward or Union Representative will reduce the complaint to writing.

(B) The following procedures apply in attempting to settle grievances that are not resolved by Section A.

(1) STEP ONE - Once the grievance has been reduced to writing by the Steward on a form mutually agreed to by the parties. Such written grievance shall set forth the complaint and remedy sought, the facts on which it is based, the date(s) of occurrence, the applicable Article(s) of the Agreement which is claimed to be the basis for the filing of the grievance, dated and signed by the Steward, The grievance must be presented to the Site Manager within five (5) working days from the date the employee became aware of the incident that gave rise to the grievance. If the Steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue.

The Site Manager shall render his/her written decision to the Steward within five (5) working days after being presented the grievance. If a settlement is reached it will be reduced to written form on the grievance form and the matter shall then be considered closed. If the Site Manager fails to provide his/her written response within this time limit, the grievance shall be advanced to the next step**.** Any grievance settlement at Step One of the grievance process (whether by concession, withdrawal, settlement agreement or actions occurring due to the failure of either party to abide by the time limits of this Section), shall not constitute a precedent binding upon the Company or the Union for future grievances.

(2) STEP TWO - If not satisfactorily settled as outlined in Step one (1) above, the written grievance may then be presented to the Company Fuels Operations Manager or designated representative no later than ten (10) working days after

receipt by the Steward of the decision rendered in Step One. Otherwise, such decision shall be final and the employee shall have no further recourse. The Company Fuels Operations Manager or designated representative shall meet with the Business Representative or his/her designee and the Steward or his/her designee, in an attempt to resolve the matter and render a written decision thereon within ten (10) working days after receipt of such appeal. If a settlement is reached it will be reduced to writing on the grievance form and the matter shall then be considered closed.

If the Company Fuels Operations Manager or designee fails to provide a written decision within this time limit, the grievance remedy is granted. Any grievance settlements at Step Two of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions occurring due to a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding upon the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

(C) It is understood that the time limits specified herein may be extended by mutual written agreement of the parties.

(D) The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

(E) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step Two of the grievance procedure as it is described in (B) (2) of this Section.

(F) Grievances arising out of a discharge or suspension without pay shall be submitted directly to Step Two described in (B) (2) herein. Should the Union elect to pursue such a grievance, the written grievance signed by the employee must be submitted to the Company Fuels Operations Manager or designee within ten (10) working days of the effective date of the action. If a written grievance is not submitted to the Home Office or designee within ten (10) working days of the effective date of the action, the right of the employee or Union to grieve the action is waived and no further action can be taken thereon. Such failure to act timely shall not set a precedent binding upon the Union or the Company for future grievances.

(G) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

(H) It is mutually agreed that should an employee be unavailable to sign a grievance form and deliver it to the Company within the time limits specified in an appropriate step of the grievance procedure, the Union may forward the grievance unsigned. Requests for additional time due to circumstances of the unavailability of the employee to sign will not be unreasonably denied. The Union must secure the employee signature prior to the grievance form proceeding through the next step of the grievance procedure.

The Company will incur no liability, if any, as a result of the delay incurred for the Union to secure the employee's signature.

Section 3 – Arbitration

(A) A grievance which either party desires to contest further, and which involves the interpretation or application of the terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Union gives written notice to the Company of its desire to arbitrate the grievance within thirty (30) days of the receipt of the decision provided in Step Two described in Article 3, Section 2 (B) (2) or the grievance shall be deemed waived. Such waiver shall not constitute a precedent binding upon the Company or the Union for future grievances.

(B) A full-time representative of the Union and the Company's representative shall have authority to discuss between themselves the possible settlement and/or compromise of the grievance, but in any event must move to request a Federal Mediation and Conciliation Service (FMCS) arbitrator as provided herein within ten (10) days after the Union's appeal to arbitration if no settlement has been reached by that time. This time limit may be extended by mutual consent of both the Union and the Company.

(C) If the two parties' representatives are unable to reach a settlement; they shall immediately jointly request a list of qualified arbitrators from the United States FMCS. The request shall be for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

(D) The parties' representatives shall make the necessary arrangements to arbitrate the grievance, including the preparation and signing of a submission agreement which states the issue. In the event the parties' representatives are unable to agree upon the issue, the arbitrator shall determine the issue.

(E) The arbitrator shall have the authority to determine the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he/she authorized in connection with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness(es) shall be borne by the respective party.

(F) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with arguments and briefs as desired. Said decision shall be given not later than thirty (30) days after the submission of the final briefs. It is understood and agreed that a decision of the

arbitrator made in accordance with the requirements hereof shall be final and binding on both parties.

(G) The parties will conduct arbitration cases at a mutually agreeable location.

ARTICLE 4 - SENIORITY

Section 1 - Basis of Seniority and Establishment of Seniority Rights

(A) Probationary Period

All employees shall be considered probationary employees for the first ninety (90) calendar days of active employment, unless they were employed by a predecessor contractor, in which case they shall be considered as a regular employee and shall not be subject to a probationary period. Upon completion of his/her probationary period, the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination of probationary employees anytime during the ninety (90) day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

(B) Seniority

(1) For purposes of this Agreement, there shall be one seniority list for all full-time employees and one seniority list for part-time employees. Part-time seniority will only count toward part-time employment. Appendix A provides additional working conditions specific to part-time employees.

(2) Seniority begins on the date the employee was hired by the Company or predecessor contractor in any job classification provided for in this Agreement and represents all accumulated time for which the employee has served as an employee of the Company and all predecessor contractors in the performance of similar work at any Company site.

When two (2) or more employees have the same seniority date the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

(C) Re-entering the Bargaining Unit

In the event an employee transfers from a bargaining unit position to a position outside the bargaining unit, such employee(s) has (have) twelve (12) consecutive months to return to his/her previous job classification with no loss of seniority, if fully qualified to perform the requirements of the job. For the purpose of this Section, seniority does not accumulate while outside the bargaining unit.

(D) Seniority for vacation eligibility and benefit determination purposes will not be affected by (C) above.

Section 2 - Layoffs

(A) When there is a temporary reduction in force, the Company will make every effort to provide job security for employees within the bargaining unit. When it is determined by the Company that a reduction in force is required, the Company shall designate

the number of positions to be reduced. Probationary employees shall be laid off first, and if the need to lay off other employees still exists, then any employees in the affected classification may volunteer for layoff, followed by any part-time employees who will be laid off in reverse seniority order. If additional layoffs are needed, the employee(s) with the least seniority will be designated for layoff.

(B) The Company will give employees affected by paragraph (A) at least two (2) months' notice of a reduction in force, except where circumstances beyond the Company's control prevent such timely notification.

Section 3 - Recall Rights

(A) General

An employee who is laid off or who displaces an employee in a lower paid job classification in accordance with Section (2) of this Article shall retain recall rights in accordance with their seniority as follows:

(1) To the same job classification held at the time of their layoff/displacement or;

(2) To a job classification to which the employee had displacement rights in accordance with Section 2 of this Article but could not exercise solely because of insufficient seniority.

(3) To a job classification for which the employee is able to perform work or for which the employee was previously qualified to perform the work or to a job classification to which the employee previously held at any time prior to the time the employee was laid off.

Employees who have been laid off shall retain the recall rights mentioned herein for a period not to exceed twelve (12) consecutive months from the date of layoff. Employees demoted to a lower paid position due to a reduction in force shall retain the recall rights mentioned herein as long as they remain on the active payroll in a lower paid position.

(B) Employees who are laid off from the service of the Company due to a layoff for a period not to exceed twelve (12) consecutive months shall retain and continue to accrue seniority.

(C) Recall Notification

In the event there is a recall from layoff, the Company shall mail a registered or certified (return receipt requested) notice of recall to the appropriate employee. Recalled employees must respond within three (3) working days after receipt of notification and must report for work within ten (10) working days unless extended by the Company.

(D) Address on File

All notices required under the provisions of this Article shall be sent to the employee at the last address filed by the employee within the Company's HR/Manager internet portal.

(E) Address Requirement

Each laid off employee shall keep Human Resources informed of the employee's current mailing address by updating it in the Company's HR/Manager internet portal.

Notice by the Company to the employee's mailing address listed within the Company's HR/Manager internet portal shall be considered as fulfilling the recall notice requirements. An employee failing to comply with the provisions of this Section shall be considered as having voluntarily resigned from the service of the Company if a recall notice is mailed to the employee's last known address on file within the Company's HR/Manager internet portal and the employee failed to notify the Company of a change of address within fifteen (15) calendar after the change of address.

(F) Layoff - Recall Listings

Layoff listings and recall notifications will be copied to the Business Representative/or his/her designee of the Union.

Section 4 - Employees Entering Armed Forces

Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge shall have reinstatement rights under Article 6, Employee Privileges, Section 5 – Leaves Without Pay, paragraph (E) of this Agreement.

Section 5 - Loss of Seniority

Seniority shall be lost and employees shall have their names stricken from the seniority list under any of the following circumstances:

(A) Discharge for just cause.

(B) Resignation.

(C) Failure to respond to recall notification within the time frame established in this Agreement.

(D) Failure to be recalled from layoff within six (6) months after such layoff.

(E) Failure to report to work upon expiration of an approved leave of absence. Exceptions shall be limited to circumstances beyond the employee's control.

(F) Accepting other employment while on an approved leave of absence.

(G) When an employee is absent from work for a period of three (3) consecutive days without providing notification to the Company of sufficient reasons to warrant the absence.

(H) Refusal to take a Drug Test directed by management, or comply with the Company Drug and Alcohol policy.

(I) Failure to return to active payroll for a continuous period of six (6) months due to non-occupational physical or mental impairment.

Section 6 – Promotions

(A) Promotions

A promotion means the advancement of an employee from one job classification to another job classification with a higher rate of pay.

(B) Job Vacancies

The Company and the Union clearly recognize the Company's right to determine staffing levels within the Company. The Company therefore maintains the right to assign personnel within the Company and to determine when there is a permanent job vacancy. When the Company determines that a permanent job vacancy exists, the Company will post the vacancy on the Union board with the hour and date of the posting period and the Union Steward will be notified prior to hiring from outside the bargaining unit. The Company will post all job vacancies within the unit provided no employee has recall rights to the open position as defined in Article 4 Section (3)(A). The job vacancy will be posted for five (5) working days. The posting notice shall state the job classification, the pay rate, special training, and experience or certification required (if any). Employees who desire to apply for the posted vacancy may do so by completing an electronic application via the Company's HR/Manager internet portal.

(C) Selection

(1) Within five (5) working days after the close of the posting period, the Site Manager shall determine which of the applicants are qualified to perform in the posted position. The position will be awarded to the most senior qualified employee within the bargaining unit who has applied for the position, excluding lead positions. Lead positions are filled without regard to seniority.

All employees shall have the right to bid on full-time job vacancies. Bargaining unit employees who meet all qualifications shall be given preference for the open position in seniority order, prior to the Company considering applicants from outside the bargaining unit.

(2) The successful applicant shall be assigned to his/her new job within ten (10) working days after the job has been awarded or on the effective date of the vacancy, whichever is later.

(3) If there are no qualified applicants, the Company has the right to fill job vacancies by rehires or new hires. If the job vacancy is not filled within sixty (60) days after the posting is closed, the vacancy will be re-posted in accordance with (B) herein.

(4) If an employee applies to a job posting and is deemed by the Site Manager to not be qualified for the posted job opening, the applicant may request an interview with the Site Manager where the reasons for not being qualified shall be explained to the applicant. The Site Manager is to conduct this interview within ten (10) working days of the request.

(D) New Job Performance

When an employee is awarded a posted job and fails to satisfactorily perform the duties of the position within thirty (30) days after assuming the position, the employee will be returned to the position last held prior to award of such promotion.

(E) Temporary Vacancies

Employees promoted or temporarily assigned to a job classification at a higher rate shall receive the higher rate immediately upon reporting to work in the higher classification.

ARTICLE 5 - EMPLOYMENT CONDITIONS

Section 1 - Sanitary, Safety and Health Conditions

(A) General

The Company agrees to maintain sanitary, safe and healthful conditions in all its operations and working establishments in accordance with Federal law and the laws of the State, County and City of its place of operation.

(B) Safety Rules and Regulations

Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies, and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.

(C) Clothing and Safety Equipment

As directed by the Company, protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment usage.

(D) Acts of Sabotage

Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company property or employee property or materials. To that end, all employees will immediately report to the Site Manager any acts of sabotage or willful damage to property or materials, or any threat to sabotage or willfully damaging such property.

(E) Medical Examinations

(1) Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examination as may be directed by the Company. The Company shall pay for such examination. The Company will select the physician that will conduct the medical examination.

(2) Employees entitled to free physical examinations as a condition of employment will receive the examination during their normal duty hours without loss of pay. The Company will provide a copy of the results to the employee upon written receipt.

(3) All examinations related to employment, whether required by virtue of employment with the Company or requested/directed by the Company, (Medical exams, Respiratory exams, Chest x-rays, Physical exams, Hearing tests, CDL license renewal testing, License exams, etc.) shall be at the Company's expense and the employee shall be paid by the Company for all time spent while submitting to any examination. The Company shall make provisions for all exams to be taken during the employee's normal hours of work.

(4) If a part-time employee holds another job that requires a CDL, the Company will pay fifty (50) percent of the cost for the CDL renewal fee or other CDL related costs.

(F) Training

(1) Training and certification for hazardous material handling will be accomplished in accordance with applicable Federal and State guidelines.

(2) The Company will pay for the CDL license renewal to include background checks required by the Government or issuing agency, drug testing and CDL physical for employees.

(3) Management personnel are to sign off on all employee certifications and/or qualifications.

(G) All reimbursement to employees will be no later than thirty (30) days after submittal to the Accounts Payable department at the Home Office. The Site Manager will ensure that the receipts are submitted to the Home Office in a timely manner.

ARTICLE 6 - EMPLOYEE PRIVILEGES

Section 1 – Paid Time Off (PTO)

(A) Vacation: Regular full-time employees will be awarded PTO based on length of service at the rates shown below.

(1) 40 hours after 6 months of service with an additional 40 hours after 1 year of service (80 hours total 1st year of service)

(2) One-hundred twenty (120) hours after five (5) years of service

(3) One-hundred sixty (160) hours after 15 years of service

(4) Unused PTO may be carried over at the rates prescribed in the TK&K Employee Handbook.

(B) Sick Leave: Regular full-time employees will accrue one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours of paid sick leave each year. Sick leave may be used for an employee's own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence, sexual assault, or stalking. Employees can "bank" more than 56 hours up to a maximum of 64 hours.

(C) Length of service time determines the rate at which the employee will accrue PTO. For purposes of calculating PTO accrual, length of service includes the whole span of continuous service with TK&K Services, LLC and any predecessor contractor in the performance of the same contractual work at Camp Pendleton. Current employees will have the same service date as was used previously for the calculation of vacation.

(D) Employees may not receive pay in lieu of PTO.

(E) PTO will be computed at the employee's applicable base rate of pay as defined in Article 7, Section 1.

(F) Employees terminating employment for any reason are entitled to payment for all unused vacation. Unused sick-leave will not be paid out.

(G) Should an illness or injury require absence from work in excess of three (3) days, for treatment or convalescence, the Company may require a certificate of fitness from a medical doctor prior to the employee's return to work.

(H) Employees requesting PTO because they are sick will notify the Site at the TK&K Services, LLC Site Office or Manager's cell phone as soon as practicable.

(I) PTO leave will not be permitted except in lieu of normal work shift hours.

(J) When a holiday falls within an employee's PTO period, such holiday shall not be charged as PTO hours.

(K) When an employee voluntarily resigns, he/she will not be allowed to use PTO to extend his/her employment date. An employee's last day with the Company is his last working day.

(L) Scheduling of PTO:

(1) Earned PTO may be taken in consecutive weeks or in one (1) week increments. In addition, with prior approval, PTO may be taken in one (1) hour increments provided the time requested is approved at least twenty-four (24) hours in advance.

(2) A leave request in excess of three (3) days must be submitted verbally and electronically to the Site Manager at least two (2) weeks before the start of the requested PTO. At the beginning of each calendar year, a master PTO schedule will be posted and employees will schedule proposed PTO times. Approval or disapproval of scheduled PTO will be provided to employees as soon as possible after submitting request(s).

(3) The Company will approve scheduled PTO when it least interferes with production. Consideration will be given to the employee's personal plans and preference for a suitable time which is acceptable and in keeping with his/her seniority, except that no more than one preferred PTO period or date per employee may be scheduled on the basis of seniority in any one calendar year. The Company shall endeavor to honor PTO requests as scheduled. If a conflict exists, the Site Manager shall use his/her best efforts to solve them.

Section 2 - Military Leave

(A) The Company will grant a military leave of absence if an employee is absent from work because of serving in the U.S. uniformed services in accordance with the Uniformed Services and Employment and Reemployment Rights Act (USERRA). Advance notice of upcoming military service is required, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable. Upon receipt of orders, an employee must forward copies to the Site Manager. Reservist employees are requested to schedule their active duty period when possible with Company contractual commitments and workload in mind.

(B) Generally, an employee will not be paid for military leave. One may, however, use any available accrued paid time off to help pay for the leave. Seniority will continue to accrue while an employee is on a military Leave of Absence. Continuation of health insurance benefits, if applicable is available as required by USERRA based on the

length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible. Employees returning to work at the Company after taking a military Leave of Absence may have additional rights, depending on the length of their military service. For additional information about military leave, contact your Site Manager or Home Office.

Section 3 - Bereavement Leave

All employees on active payroll status shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

(A) Three (3) workdays (Paid) and two unpaid workdays in the event of the death of the employee's father, mother, spouse, same gender domestic partner, sister, brother, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, great-grandparents, aunts, uncles and step relationships to include child, mother, father, brother, sister and grandparents. "Children" includes a foster child who dies while placed in the employee's home by a State Agency. Additionally, employees are entitled to the bereavement leave described above if they have a reproductive loss leave following a "reproductive loss event" which "means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

(B) For part-time employees who are scheduled to work and suffer the death of a family member referenced in (A) above, such part-timer shall be granted the bereavement for the actual time that they will miss their scheduled work, not to exceed three (3) workdays.

Section 4 – Leave of Absence

(A) The Company may grant Leaves of Absence without pay. The length of time approved will vary with circumstances; however, Leaves of Absence may not exceed three (3) months. A written request must be submitted to the Site Manager. The request should include the reason for the Leave of Absence and date of return to work. Approval of any unpaid leave of absence is solely at the Company's discretion. Employees are required to use their accrued PTO before unpaid leave is taken. PTO, paid holidays and other benefits do not accrue during a Leave of Absence. Failure to return from Leave of Absence on the date of return stated in the request will normally result in termination of employment and be considered a voluntary resignation.

(B) In the case of emergency such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, approved by the Site Manager and forwarded to the Home Office.

(C) The Company will comply with all Federal and State laws regarding leave of absences.

(D) For good and sufficient reason, the Company may extend the period of the leave. The leave of absence, properly approved, shall not in any way jeopardize the employee's standing with the Company.

(E) Leaves of absence without pay may be granted by the Company on two (2) weeks' written request of the Union to persons designated by the Union for Official Union business or to attend conventions, educational or other functions of the Union. Seniority and benefits will accumulate during such leave.

(F) Extended military Leaves of Absence will be administered in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(G) Employees who take a Leave of Absence have the option under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to pay for group health insurance premiums due during their leave.

Section 5 – Holidays/Family Days

(A) Employees shall be granted the following holidays yearly during the life of the Agreement:

New Year's Day

Martin Luther King Jr. Birthday

Presidents' Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

(B) Full pay for eight (8) hours at the applicable rate shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls or for any day for which holiday pay is due under this Article.

(C) In order to be eligible for holiday pay, an employee must have worked or have been on PTO or authorized paid leave on the last workday before or the first workday after the holiday; except that when the holiday falls on the day before employment or the day after termination, the employee shall not receive holiday pay.

(D) Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared a legal holiday and generally observed by the Military at the respective site. Whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed, if officially declared a legal holiday and generally observed at the respective site.

Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.

(E) Should a holiday fall upon the sixth (6th) or seventh (7th) day of the standard workweek of an employee assigned to an odd workweek, the preceding or the following day, respectively, shall be considered a holiday for such employee.

(F) If one or more of the above holidays occurs while an employee is on an authorized vacation, holiday pay will be substituted for a vacation day.

(G) Part-time employees will receive holiday pay based on their hours worked the week prior to the holiday. For example, a part-time employee who worked twenty (20) hours the week prior to the holiday would be entitled to four (4) hours of holiday pay.

(H) Early leave and paid leave policy, to include Executive Orders, inclement weather and other situations beyond the Company's control, for employees covered by this Agreement shall be determined by the competent Government authority unless TK&K Services, LLC personnel are considered mission essential. If the base is closed for any reason and employees are unable to work, each employee shall be reimbursed for time missed.

Employees will be allowed to charge paid Leave up to the amount of hours that would have been worked during that scheduled shift. For partial day base closing due to inclement weather, employees must be at work immediately following delayed opening or immediately prior to early closing to be eligible to charge to paid leave.

In the event of temporary reductions in staffing requirements as a result of a Governmental directive impacting working requirements, such as no-fly days, Goal Days, Family Days, Weather Days, Holiday shut-downs, delayed reporting time, Base closure, and the like, where management does not require employees to work on such days, Employees not required to work may utilize accrued unused PTO to cover time lost.

Section 6 - Jury Duty

(A) All full-time employees will receive their applicable rate of pay for all hours served on Jury Duty, serve as a witness in the court of law to which he/she is not a party, either directly or as a member of a class action suit and such absence is in response to a legal valid subpoena up to eight (8) hours a day, to a maximum of ten (10) work days. The combination of Jury Duty time and hours worked will not exceed eight (8) hours per day.

(B) An employee must promptly notify his/her Site Manager of any notice the employee receives to report for jury duty or as a witness and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, or as a witness and the compensation paid, excluding transportation allowance. Certification from the court clerk must be obtained and turned into the Site Manager for all dates the employee is required to appear.

(C) In no event shall payment under this Article be paid during any leave of absence, layoff, or absence due to a sickness or any injury covered under the Company's Short-term Disability plan or Worker's Compensation provisions.

Section 7 - Employee Benefits

(A) Health and Welfare:

The Company agrees to pay a health and welfare benefit as follows:

$ 6.00	Per hour effective May 1, 2024
$ 6.25	Per hour effective May 1, 2025
$ 6.50	Per hour effective May 1, 2026

Part-time employees shall be paid the health and welfare benefit supplement for each hour paid, in addition to their applicable rate of pay.

(B) Group Medical, Vision & Dental Insurance

The Company will, during the life of the Bargaining Agreement, maintain and contribute to the cost of health and welfare insurance for full-time bargaining unit personnel. The offered group insurance plans may be modified from year-to-year for cost containment, improved coverage, legally required or carrier imposed changes. It is agreed the Company and Union may agree to change vendors of health care, dental care or life insurance during the life of this Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan. Should there be a significant change in the plan benefits or rise in the rates, the Company and Union will meet to resolve any resulting issues.

The Company reserves the right to adjust medical insurance coverage in order to comply with any applicable state and federal laws/requirements. In the event the Company incurs state or federal penalties, the Company and Union will renegotiate the handling of the unused health and welfare money.

Employees will be allowed to waive medical if they show proof of other group coverage. Employees will be allowed to waive dental and vision regardless of other group coverage.

The Company will provide the hourly amounts listed above for each hour paid (excluding standby pay) in a workweek up to a maximum of forty (40) hours to be used by the employee to purchase health and welfare benefits. Any unused monies will remain with the employee and may be deposited into their 401K plan as described in item (C) below

(C) 401(k) Deferred Compensation Plan

The Company provides the opportunity for all employees to participate in a deferred compensation plan conforming to the provisions of IRS Rule 401(k). Employee's participation and level of contribution to the 401(k) plan will be at the employee's sole discretion.

Section 8 - Temporary Duty Assignments (TDY)

(A) Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have their transportation provided. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. The Company will pay any additional cost for reasonable lodging above the rates listed in

the JTR, if the employee has obtained approval from the Site Manager prior to incurring such expense.

(B) While an employee assigned to such Temporary Duty Assignment (TDY) is traveling to that TDY Assignment and returning to his/her regular workstation from such assignment, he/she shall be paid, at the regular rate for all travel in accordance with the following. If traveling by commercial airlines, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee will be allowed actual travel time from the worksite or quarters to home. The Company reserves the right to determine the reasonableness of travel time. If the employee travels by personally owned vehicle (POV) or Company provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime.

(C) Employees on TDY assignment will be paid their applicable rate of pay.

(D) The cost of shipping tools and equipment required by the Company for off-site work when the employee is traveling by common carrier will be reimbursed by the Company.

(E) Employees will be afforded a minimum twelve (12) hour rest period from the time he/she returns to home, before returning to his/her regularly scheduled shift, without being charged PTO. Full-Time employees have the option of using vacation time or altering their work schedule with approval of the Site Manager to account for forty (40) hours paid in the workweek.

ARTICLE 7 - PAY PROVISIONS

Section 1 - Wages

(A) Definitions:

(1) An employee's "base rate" for purpose of this Agreement, shall be the straight time hourly rate of pay applicable to that employee's classification provided for in Section 1(B).

(2) An employee's "applicable rate", for purpose of this Agreement, shall be the straight time hourly rate of pay, plus any premiums for shift differential, lead, or other adjustments that would have been due the employee for any hours worked.

(B) All bargaining unit employees currently classified in the classifications as identified in the chart below shall receive the following wages:

Base Hourly Rates	Current	Effective 5/1/2024	Effective 5/1/2025	Effective 5/1/2026
Dispatcher	$29.19	$33.19	$34.19	$35.22
Driver/System Operator	$23.55	$33.19	$34.19	$35.22

Lead Pay Additive (when applicable) is one dollar ($1.00) per hour above any classifications led during their shift.

Section 2 – Overtime

(A) The Site Manager must authorize overtime. Overtime is computed at one and one-half (1.5) times the employee's applicable rate of pay after eight hours in a workday or forty (40) hours of work in a work week for all employees that are covered by the collective bargaining agreement.

(B) Employees working a holiday will be paid for all hours worked at one and one-half (1.5) times their applicable rate of pay in addition to any applicable holiday pay.

(C) There shall be no pyramiding or duplication of premium/overtime pay.

(D) All hours paid for holidays shall be counted towards the computation of overtime.

Section 3 - Hours and Days of Work

(A) The purpose of this Article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of work for any period.

(B) The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).

(C) The normal work day for each shift shall consist of no more than eight (8) working hours.

(D) Five (5) days, Monday through Friday shall constitute the normal week. However, the Company reserves the right to engage, alter, or rotate personnel to work five (5) consecutive days other than those constituting the normal work week for the purpose of seven (7) day coverage.

(E) Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of the business and to assure efficient and timely operations within the various shifts set forth in Section (F) below.

(F) When a part-time employee is assigned to replace a full-time employee, they shall work that employee's regularly scheduled shift.

(G) Employees tardy solely because of the gates being closed by the military will not be counted as tardy and will be allowed to complete the shift as scheduled.

(H) Employees will be afforded a minimum twelve (12) hours rest period from the time he/she returns to home, before being required to return to his/her regularly scheduled shift, without being charged PTO, unless an emergency situation requires management to request an employee to have a minimum rest period of ten (10) hours.

(I) Management will provide work schedules at least thirty (30) calendar days in advance.

(J) Shift Differential: All employees assigned to second shift will receive $0.75 shift differential per hour for all hours paid. Second shift begins at 1530.

Section 4 - Pay Period

(A) The workweek runs from Saturday to Friday. A pay period is comprised of two (2) work weeks. Employees are paid biweekly on the Friday following the completion of a pay period. Special pay days may be established, at the Company's option, when recognized holidays fall on a regular pay day. Direct Deposit pay is mandatory for all

employees. Pay stubs are available electronically on the Friday following the completion of a pay period.

(B) Payday will customarily be on the Friday following the pay period ending date.

(C) In the event the Company accounting department changes pay periods, the Company will provide its employees and the Union with thirty (30) days of notice.

(D) The pay week shall begin at 0001 hours on Saturday and end at 2400 hours on Friday. In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days' notice.

Section 5 - Report Time and Call-Back Time

In some special circumstances an employee will be required to come to work on a day off or at a time different than his/her shift. In such cases, the employee will be paid for a minimum of two (2) hours at their applicable rate of pay.

Section 6 – Uniforms

(A) The Company will provide a minimum of ten (10) uniform shirts full-time employees and five (5) uniform shirts for part-time employees. Employees will be expected to wear personally owned serviceable pants along with the Company provided shirt during hours of operation. Uniform items will be provided and replaced on an as needed basis. The Company will also provide rain gear, jacket, coveralls and cold weather bibs to be replaced as needed.

(B) Terminated employees will be required to return all uniforms.

(C) Employees will pay for lost or destroyed uniforms unless uniforms were damaged during the performance of employee's duties.

(D) In addition, at the beginning of each service contract year, the Company will reimburse the cost for safety boots of up to one hundred twenty-five dollars ($125.00) and provide gloves that are approved for use around hazardous materials (fuel, etc.). Employees must provide receipts to the Company in order to receive the reimbursement. Reimbursements to employees will be made no later than 30 days after submittal to the Accounts Payable department at the home office. The Site Manager will ensure the receipts are submitted to the Home Office in a timely manner.

Note: The safety boot must conform to ASTM F2413-18 and is defined as a durable boot or shoe that has a protective reinforcement in the toe (Composite/steel-toe) which protects the foot from falling objects or compression, usually combined with a mid-sole plate to protect against punctures from below. To reduce injuries due to fallen objects, rolled ankles, etc., the protective footwear must completely cover the foot with puncture-resistant material, and be of a high-top construction (6-8 inches in height) laced 1/2" to 1" of the full length of the lace row to keep the heel securely in the boot.

Section 7 - Placement in Lower Rated Classifications

When an employee is placed in a classification with a lower rate of pay as the result of a demotion or displacement due to a reduction in force, he/she will receive the applicable rate of their new job classification.

Section 8 - Mileage Reimbursement
When directed by the Site Manager, employees who are required to use their personal vehicle for company business shall be reimbursed for mileage at the current Federal reimbursement rate.

Section 9 – Effective Date of Economic Improvements
Unless otherwise specified, the effective date of all economic improvements shall be May 1, 2024.

ARTICLE 8 - MACHINISTS RETIREMENT AND SAVINGS PLAN

The Union and the Company hereby agree to provide for the following contributions to the Machinists Retirement and Savings Plan*:*

Effective May 1, 2024, the Company agrees to make an employer contribution of $1.00 per compensable hour up to a maximum of 2,080 compensable hours per year, for all employees (including probationary employees) covered by the collective bargaining agreement. Employer contributions must be transmitted no later than the 5th day of the following month to the bank or other depository designated by the Plan Administrator. The contribution rate shall increase to $1.25 per compensable hour effective May 1, 2025, and to $1.50 per compensable hour effective May 1, 2026.

Effective May 1, 2024, the Company agrees to recognize pre-tax wage deferral elections made by employees covered by the collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 5th day of the following month to the bank or other depository designated by the Plan Administrator. Open enrollment is the first day of the month.

Effective May 1, 2024, the Company agrees to recognize Roth wage deferral elections made by employees covered by the collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 5th day of the following month to the bank or other depository designated by the Plan Administrator. Open enrollment is the first day of the month.

The Company agrees that the amount of any such contributions shall be subject to the limits described in the Internal Revenue Code. The Company agrees to be bound by the terms of the Plan document and Trust Agreement governing the Machinists Retirement and Savings Plan and agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator.

In witness thereof the parties hereto have caused this Collective Bargaining Agreement to be executed by their authorized agents.

Signed February 8th, 2024.

[redacted]

[redacted]

APPENDIX A
PART-TIME EMPLOYEES

A part-time employee is defined an employee who works thirty (32) hours or less per week. Part-time employees may work a regular or irregular schedule.

When a part-time employee is called and reports for duty, they shall be guaranteed a minimum of two (2) hours work and/or pay.

No part-time employee shall be used if full-time employees are in lay-off status.

All part-time employees shall become and remain members in good standing of the Union.

Part-time employees will be paid at regular pay rate for the classification of the work they're performing.

A condition of part-time employment is that the employee's availability to work is consistent with the terms of his or her hire letter, unless changed by mutual written agreement between the Company and the employee.

Part-time employees will be given first opportunity to qualify for a position of a full- time employee when a position becomes available, provided they have passed probation.

Part-time employees shall be paid overtime (1.5x) after eight (8) hours in a day or over forty (40) hours a week.

Part time employees shall be granted pro-rated holiday pay for the holidays listed in Article 6 of this Agreement.

Part-time employees shall be granted a pro-rated vacation after one (1) year of service provided they have worked at least 416 hours in the preceding year.

Part-time employees will be eligible for pro-rated sick leave provided they have worked at least 416 hours in the preceding year.

NOTE: All pro-rated pays and entitlements described above will be determined as follows:

- Pro-rata amounts for part-time employees who work a regular schedule will be based on the proportional percentage of hours worked in relation to a 40-hr work week. For example, an employee who regularly works 20 hours per week, will be paid at 50% of the entitlement.
- Pro-rata amounts for part-time employees who work an irregular schedule will be based upon the proportional percentage of hours worked the preceding twelve months in relation to a 2080 work year.