COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TK&K SERVICES, LLC
719 Hale St
Beverly MA, 01915

AT

ALTUS AFB, OKLAHOMA

AND

TEAMSTERS LOCAL UNION 886
(AFFILITATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)

EFFECTIVE

November 1, 2025

THROUGH

October 31, 2028

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AGREEMENT PREAMBLE

This Agreement made effective this 1st day of November 2025 between TK&K Services, LLC, performing services located at Altus AFB, Oklahoma, under contract to the Defense Logistics Agency, hereafter referred to as the "Company," and the International Brotherhood of Teamsters, Local Union 886, hereafter referred to as the "Union".

The Company and the Union have bargained collectively, in good faith, with respect to wages, hours and other conditions of employment for Fuels Storage employees in a bargaining unit hereinafter more clearly defined. In making this agreement, it is recognized to the duty of the parties to cooperate fully with each other, both individually and collectively, for the total support of the Company's Government Contract SPE603-18-C-5057 and for the advancement of the purpose of this Agreement.

ARTICLE 1 – RECOGNITION AND SCOPE

The Union is recognized by the Company as the sole collective bargaining agent for those employees of the Company in those classifications of work as certified in the petition for the purpose of collective bargaining as provided by the National Labor Relations Act. The unit certified by the National Labor Relations Board as Case No. 14-RC-236158 is as follows: Included: Fuels Distribution System Operators and Mechanics. Excluded: Supervisors, Managers, Clerks, Office Staff and any other as defined by the Act.

ARTICLE 2 – SUCCESSORSHIP

The provisions of this Agreement shall be binding upon the Union and the successors and assigns of the Company in the event of a merger, consolidation or similar transaction involving the Company.

The Union expressly acknowledges and agrees that the Company is performing its services at Altus Air Force Base, Oklahoma, under a contract with the United States Government, and that in the event the Company's contractual relationship with the United States Government at said base should terminate, the Company shall be relieved of all further obligations under this agreement.

> The Company and Union agree that the contract awarded to the Company by the Government is a fixed-price contract for a period of four-years commencing November 1, 2018, with a five-year option period, and that workforce strategy cannot be changed from the original bid. As a result, it is understood that the site manager may routinely perform productive work in the same manner as bargaining unit employees.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and responsibility of the company to manage its facilities and to direct its working forces. The Management of the Company and the direction of the working forces, including the right to plan, direct and control operations; to schedule and assign work to employees; to determine the means, methods, processes and schedules of production; to determine the services to be performed, the location of the work and the continuance of its operation departments; to establish and require employees to observe Company rules; to hire and terminate employees; to maintain

order; and to suspend, discipline and discharge employees for just cause. These rights are, and shall remain, the sole rights of the Company to exercise or not exercise as it sees fit.

The Company agrees that in the exercise of the aforesaid rights, it will not act in violation of any provisions of the Agreement.

The Company may continue and from time to time make or change such reasonable rules and regulations as it may deem necessary or proper for the conduct of its business, provided that the same are not inconsistent with any of the explicit provisions of this Agreement.

The contract provisions set forth herein shall be the sole source of any rights the Union may assert in arbitration. The Company's not exercising any functions hereby reserved for it or its exercising any functions in a particular way shall not be deemed a waiver of its right to exercise such functions or preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

This section is not intended to limit the Company's right to further subcontract work. The Company agrees that It will not subcontract any work performed by employees of this bargaining unit to any other person, firm, or corporation if such subcontracting will cause the loss of work opportunities to employees already covered by this Agreement. It is understood between the Union and the Company that this Article does not apply to work lost as a result of a change in the scope of work contained in the Company's current contract at Altus Air Force Base.

ARTICLE 4 – PARTNERING

We expect this agreement will promote a culture and philosophy of a partnership that will encourage a collaborative relationship between Union and Management creating one integrated unit capable of achieving common goals. Not to be considered in the same context as prior labor management bargaining, but as a framework for developing an on-going, living agreement. On occasion, there may be the need to mediate, encourage, and bind together competing philosophies into a seamless whole that offers a meaningful choice to all employees who can look back with pride on this association and be richer for the experience. Through this process, we hope to improve the quality of our Government services, raise the morale of our employees and increase the productivity of the Company through the empowerment and integration of people and technology in the workforce. This can only be achieved through a cooperative partnership, when commitments are honored to work together and stick together.

Further, it is the intent of the parties to secure maximum efficiency of operations and maximum productivity from each employee. It Is understood that under no condition will operations be interrupted and all duties must be faithfully performed and discharged in order for the Company and its employees to fulfill their mutual and vital responsibilities in our national defense efforts. It is recognized and understood that the Company must operate with economy and efficiency with due regard to the competitive conditions of today's business environment.

It is recognized by this Agreement to be the duty of the Company, the Union, and all employees to cooperate fully, both individually and collectively, for the advancement of

said conditions; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances; and to provide that there shall be no interruption and/or impeding of operations during the term of this Agreement.

All predecessor contractor, Civil Service or Government past practices are hereby null and void and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 5 – GOVERNMENT SECURITY RESPONSIBILITY

The parties hereto jointly recognize and agree that the Company is under contract with the Defense Logistics Agency-Energy supporting the United States Air Force at Altus Air Force Base and must comply with the security requirements and directives of the Department of Defense by direction of the Contracting Officer. The Company and all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations while on Government property and/or performing work for the Government. Employees working on the program must submit to appropriate security screenings and searches and must apply for, receive and maintain any required Government clearances. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.

In the event that the Government revokes, suspends or refuses required Identification Badges, Common Access Cards or other required credentials to perform work on Altus AFB or any of its associated locations, the Company will comply with the Government's requirements which may include removing employees from the Base and work areas and terminating their employment. In the event such action is taken, unless the revocation, suspension or refusal was based solely on a violation of Company policy rather than Government policy or rules, it is not reviewable through the grievance and arbitration processes in this Agreement.

In the event, however, that a review duly made by the United States Government, shall result in a reversal of the original ruling, the employee shall not receive payment for wages or benefits lost during the period the employee was prevented from working.

ARTICLE 6 – NON-DISCRIMINATION

This Collective Bargaining Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of gender, race, color, religious affiliation, sexual orientation, age, national origin, veteran or disability status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both male and female employees.

The Company agrees not to interfere with the rights of its employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union.

ARTICLE 7 – UNION SECURITY AND CHECKOFF

Union membership is a condition of employment, provided that nothing herein shall be interpreted to cause a violation of the Labor Management Relations Act (LMRA), as amended, or any other applicable law, regulation, Executive Order or Federal court ruling. The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, that applicant shall not be required to comply with the provisions of this Article.

Each current employee covered by this Agreement, and who is not a member of the Collective Bargaining Unit, shall become a member of the Union within thirty (30) days after effective date of this Agreement.

All other employees hired after the execution of this Agreement shall, become a member of the Union within thirty (30) days after their first day of employment.

No employee shall be considered as having failed to maintain membership so long as he regularly tenders to the Union his uniform periodic monthly dues and/or uniform initiation fee, If required, or applicable service fee. The Company need not terminate any employee for failure to maintain his membership hereunder unless he fails or refuses to cure his dues delinquency within ten (10) days after the Union has given the Company written notice by registered mail requesting such termination. Before sending the Company such request, the employee shall first be given notice in writing by the Union to pay his delinquent dues and/or initiation fee. A copy of such notice shall be sent to the Company.

After the hire of any new employee, the Company shall notify the Union in writing of the employee's name, social security number, address, date of hire, location of employment, job classification and rate of pay.

The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this article Including the reasonable costs of any defense made necessary by any such liability, claim, suit or dispute.

All present employees, who are members of The Union on the date of the signing of this Agreement, shall remain members of The Union in good standing as a condition of employment. All present employees who are not members of The Union and all employees who are hired hereafter shall become members and remain members in good standing of The Union as a condition of employment on and after the thirty-first (31st) day following the employee date of hire, whichever is the later. The provision shall be made and become effective under the provisions of the Act, but not retroactively.

The Company agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees, and/or uniform assessments of The Union having jurisdiction over such employees and agrees to remit to said Union all such deductions, no later than the 15th day of the month following the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on the check-off is not on the payroll during the week in which the

deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with The Union to pay such dues in advance.

The Company will recognize authorization for deduction from wages, if in compliance with State law, to be transmitted to The Union or to such other organizations as The Union may request if mutually agreed to.

No such authorization shall be recognized if in violation of state or federal law, and no such deductions shall be made which are prohibited by applicable law. The Union Steward will obtain check-off authorization from new employees. After obtaining the authorization, the Steward will give the authorizations to the Terminal Manager.

DRIVE Language – The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a pay period basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, not later than the 15th day of the month following the month in which the deduction was made, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The Union shall indemnify and save The Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by The Company for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or assignment furnished under any such provision.

ARTICLE 8 – SHOP STEWARDS

The Union will submit to the Company upon request, but no more frequently than quarterly, a list of accredited shop stewards who will be recognized by the Company as the people who represent employees and present grievances to the Terminal Superintendent (TS) and the Company. Shop stewards may speak with an employee on Company time. The Union agrees that the time will be held to a minimum to avoid interference with Company operations. The ratio of stewards to employees shall not exceed 1:5, with an alternate unless mutually agreed upon by the business representative and the Company Operations Officer.

During the period an employee is designated as Shop Steward, the employee shall be deemed to hold seniority over all employees for purposes of layoff and recall.

Shop Stewards will be allowed to use PTO for union activities, shop steward meetings, or membership meetings.

ARTICLE 9 – BULLETIN BOARDS

The company shall allow the Union to post a Bulletin Board for the exclusive use of the Union. All notices placed on such Bulletin Board shall relate solely to official Union business and shall have the official signature of the Union's Business Representative.

The TS will approve all notices prior to posting. Outdated material must be promptly removed from the bulletin board.

ARTICLE 10 – UNION ACCESS TO OPERATIONS

The Company agrees that the Union business representative will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of site visits, investigating specific grievances or complaints related to the provisions of this Agreement, subject to the customer's rules and regulations regarding Base access. Prior approval must be obtained from the TS or designated alternate and such visits shall not interfere with any work being performed. The business representative shall notify the TS or designee when leaving the Company's operation.

ARTICLE 11 – NO STRIKE/NO LOCKOUT

It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies of the Government who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

a. The procedure provided for herein, for the settlement of grievances, shall serve as a means for the peaceful resolution of all disputes that may arise between the Parties. It is further understood that under no circumstance will the Union permit, encourage, sanction, lend favor to, or authorize a strike or slowdown of work activities, and

b. So long as the Union is complying with the provisions of this Article, the terms and conditions of this Agreement, and all applicable laws, the Company agrees that it will not engage in any lockout of its employees.

ARTICLE 12 – WORK WEEK

The workweek runs from Saturday to Friday. The pay week begins at 0001 on Saturday and ends at 2400 hours on 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 discretion, 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.

In the event the Company determines a need to change pay periods, the Company will provide the Union a minimum of thirty (30) days advance notice.

The Company will schedule hours of employment to ensure the government contract is satisfied provided that a normal work week for full-time employees shall consist of thirty-two (32) hours. Shifts for full-time employees may be scheduled in increments of eight (8), ten (10), or twelve (12) hours, or any combination thereof. Regardless of the number and type of shifts scheduled, a minimum of two (2) consecutive days off will be scheduled for full-time employees in each seven-day period. The above may not be applicable during unexpected workloads, emergencies (i.e., act of god, act of war, medical condition of an employee, late notification of absence and until employee is available to fill position,

contingencies, large scale operations, and mobility situations) related to the government's contract with the Company.

ARTICLE 13 – OVERTIME COMPENSATION AND DISTRIBUTION

The Company agrees to pay time and one-half for all hours paid in excess of forty (40) hours per week. Employees will not be required to work more than twelve (12) hours in a 24-hour period except in the case of emergencies (i.e. Act of God, Act of War, medical condition of an employee, late notification of absence and until employee is available to fill position, contingencies, large scale operations, and mobility situations) related to the Company's contract with the Government. All overtime, whether daily or scheduled, will be offered in the order of highest-to-lowest seniority, by shift qualification. Scheduled overtime is defined as when the Company receives at least twenty-four (24) hours advance notice from the Government that significant additional resources will be required for a previously unanticipated requirement. In the event no employee accepts the overtime voluntarily, the least senior employee will be required to work the overtime hours.

There shall be no pyramiding of overtime premium payments.

ARTICLE 14 – HOLIDAYS

The following holidays with pay shall be granted:

New Year's Day	President's Day
Independence Day	Columbus Day
Thanksgiving Day	Martin Luther King's Birthday
Memorial Day	Labor Day
Veteran's Day	Christmas Day
Juneteenth	

In addition to the above holidays presently recognized the Company agrees to observe any holidays declared as a legal holiday (either declared by Congress, or the President) and observed by the Military where Government employees are paid.

All employees whose work schedules permit will be entitled to have the holiday off and shall receive their regularly scheduled straight time pay as holiday pay. The TS will ensure only the minimum number of employees necessary to satisfy customer needs are scheduled to work on holidays.

When a recognized holiday falls on a Sunday, the following Monday will normally be observed as the holiday. When a recognized holiday falls on a Saturday, the preceding Friday will normally be observed as the holiday; however, if the Government observes a holiday on a day other than specified herein, the Government's designation shall prevail. An employee on personal leave on a day that a paid holiday falls, shall not have his or her personal leave account debited for that eight (8) hour holiday.

Employees working on the holidays listed in Article 14 above shall be paid wages for a maximum of eight (8), ten (10), or twelve (12) hours, as applicable rate of pay in addition to the holiday pay, unless the employee exceeds his normal forty (40) hour work week when working the holiday. Employees required to work on a holiday will receive holiday pay for all hours worked.

An employee, who has been notified at least twenty-four hours in advance to work on a holiday and who does not work without a valid excuse, shall receive no holiday pay for that day. Advance notice may be less than twenty-four hours in case of an emergency.

An employee must be in a Company paid status on the scheduled workday before and the scheduled workday after his designated holiday in order to receive holiday pay. Regularly scheduled work, scheduled/approved paid time off, etc. qualify as "paid status." An employee not on a paid leave status, such as Leave without Pay, Short Term Disability, Family Medical Leave or Military Leave, will receive no holiday pay.

ARTICLE 15 – PAID TIME OFF

For the purpose of computing length of service for eligibility for paid time off (PTO) as provided in the subparagraphs below, the total service of an employee as defined by the Service Contract Act shall be used to determine eligibility. PTO is awarded based on the employee's hire date according to the following schedule:

a. Eighty (80) hours vacation after one (1) year of service
b. One-hundred twenty (120) hours vacation after 10 years of service
c. One-hundred sixty (160) hours vacation after 15 years of service

Requests to use PTO must be submitted via the timekeeping software application no later than eight (8) days prior to the first day of PTO in order to allow management to give other employees (7) days advanced notice of any required changes in shift schedules. PTO requests will be approved solely at the Company's discretion. The Company will make every effort to accommodate PTO requests and shall not withhold approval, without good cause.

On the employee anniversary date each year, a maximum of 40 hours may be carried forward to the next year. Any unused PTO beyond 40 hours is forfeited. It is the intent of PTO for each employee to have time away from work to relax, refresh, and rejuvenate himself/herself, thus making him/her a safer and more productive member of the team. Please see the examples below for PTO award and carry over calculations:

Employee Initial Hire Date 1 November 2018

November 1, 2019 – employee awarded 80 hours PTO.

Example 1: October 31, 2019 unused PTO balance is less than or equal to 40 hours

November 1, 2020 – Assume employee uses 50 hours between November 1, 2019 and October 31, 2020, leaving a balance of 30 hours unused. The employee is awarded 80 hours PTO and is allowed to carry over the remaining 30 hours from the previous year, bringing the total PTO available to 110 hours.

Example 2: October 31, 2019 unused PTO balance is greater than 40 hours

November 1, 2020 – Assume employee uses 25 hours between November 1, 2019 and October 31, 2020, leaving a balance of 55 hours unused. The employee is awarded 80 hours PTO and is allowed to carry over 40 of the 55 unused hours bringing the total PTO available to 120 hours. The remaining 15 hours are forfeited.

An employee in good standing (other than probationary) who leaves the service of the Company shall be paid for unused accrued vacation.

Time spent on Military Leave of Absence shall be considered length of service for the purpose of determining an employee's eligibility for PTO as provided in this Article.

ARTICLE 16 – PAID SICK LEAVE

Sick leave will accrue at the rate of 1 hour per every 30 hours worked, up to a maximum of 64 hours per contract year. Unused sick leave may be carried over from the previous contract year; however, the total available hours will not exceed 64 at any given time. For example, if an employee carries over 16 hours of unused paid sick leave into a new accrual year, he/she is permitted to accrue 48 additional hours of paid sick leave even if no paid sick leave is used while that accrual occurs. Once 64 hours of paid sick leave is accrued, no additional leave will accrue until some portion of the 64 hours is used. For example, if the employee uses 24 hours of paid sick leave in the same accrual year (leaving 40 hours remaining available for use), the employee will be permitted to accrue up to at least 24 more hours (in addition to the 40 hours accrued during the contract year) for a total of 64 hours accrued in that contract year.

Employees may use paid sick leave for time they would otherwise be working if they are absent because of:

(1) A physical or mental illness, injury, or medical condition.

(2) Obtaining diagnosis, care, or preventive care from a health care provider.

(3) Caring for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.

(4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.

Paid sick leave must be used in increments of 1-hour and must be requested in advance. If the need to use paid sick leave is foreseeable, the employee's request must be made at least seven calendar days in advance. If the need for leave is not foreseeable, the employee must make the request for leave as soon as is practicable but no later than one-hour prior to the employee's regular reporting time as stated in Article 26. Failure to

request paid sick time as described above will result in disciplinary action.

The request must contain enough information for the Company to determine whether the absence would be a proper use of paid sick leave. The Company may ask questions narrowly tailored to making that determination. The request for leave does not need to contain extensive or detailed information about the reason for the leave. The request for leave should provide an estimate of the timing and amount of leave needed.

Denial of a request to use paid sick leave is appropriate if, for example, the employee did not provide sufficient information about the need for paid sick leave; the reason given is not consistent with the uses of paid sick leave described above; the employee did not indicate when the need would arise; the employee has not accrued, and will not have accrued by the date of leave anticipated in the request, a sufficient amount of paid sick leave to cover the request (in which case, if the employee will have any paid sick leave available for use, generally only a partial denial is appropriate).

The Company may require certification issued by a health care provider – or other documentation if the leave is related to domestic violence, sexual assault, or stalking – to verify the need for paid sick leave if the employee is absent for three or more consecutive full workdays. The Company may require the employee to provide certification or documentation within 30 days of the date the leave begins. If the Company does not receive certification or documentation from an employee, the Company may, within 10 calendar days of the deadline for receiving the certification or documentation, retroactively deny the employee's request to use paid sick leave.

Payments are determined by an employee's base pay and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

ARTICLE 17 – BEREAVEMENT LEAVE

Employees will be granted up to three (3) days of paid bereavement leave in the event of the death of an immediate family member. Employees may, with approval from the TS, use any available paid leave for additional time off as necessary.

An immediate family member is defined as the employee's spouse, grandparent, parent, child, or sibling, the employee's spouse's grandparent, parent, child or sibling, the employee's child's spouse, or children. Special consideration will be given to any other person whose association with the employee was similar to any of the above relationships. Employees must provide proof of relationship and/or death upon request in order to be paid for bereavement leave. Otherwise, time will be Leave Without Pay unless the employee opts to use PTO.

Bereavement leave will be paid for leave taken during regularly scheduled work hours/week. Bereavement leave will not be paid if any of the above described dates are on scheduled time off, (for example Saturday or Sunday). Bereavement pay is calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

ARTICLE 18 – JURY DUTY

Employees are encouraged to fulfill their civic responsibilities by performing jury duty when required. Regular full-time employees may request up to two (2) weeks of paid jury duty leave over any one (1) year period. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence, less the amount, exclusive of mileage payments, the employee receives from the applicable government agency for jury service.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time *off* or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to TS as soon as possible so that the TS may make arrangements to accommodate their absence. Employees are also to provide a record of payments received from the appropriate agency. Employees are expected to report for work whenever the court schedule permits.

ARTICLE 19 - MILITARY LEAVE – RETENTION OF SENIORITY

A minimum of three-week advanced notice to the Company of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Leave for military service shall be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal or state law. The leave will be unpaid; however, employees may use any available accrued paid time off for the absence.

ARTICLE 20 – LEAVE OF ABSENCE

The Company's Unpaid Leave of Absence Policy is designed to provide employees with unpaid medical or personal leave in situations where they may not otherwise qualify for Family and Medical Leave Act 1993 (FMLA) Leave or to allow employees time off to handle pressing personal obligations. An unpaid leave of absence is granted at the sole discretion of the Company and must be approved in writing. All leaves of absence must be pre-approved by the TS in coordination with Corporate Operations.

Unpaid leave of absence will be limited to no more than (30) thirty days. Employees will be required to exhaust all sick and PTO hours prior to taking any unpaid leave of absence. Employees will retain, but not accrue seniority and will not accrue PTO or sick time during any period of unpaid leave of absence.

An employee accepting gainful employment while on leave of absence, automatically terminates employment with the Company and loses all seniority. Such discharge is not subject to the grievance process described elsewhere in this agreement.

Employees who are eligible for and request FMLA leave must use accrued vacation and/or sick time up to a maximum of 40 hours before entering leave without pay status. Employees may request to use any remaining accrued vacation and sick time after the 40-hour threshold has been reached.

The Company reserves the right to recover premiums the Company paid to maintain health insurance for an employee who fails to return to work from an unpaid leave of absence.

When military training leave of up to a maximum of twenty-one (21) calendar days is granted, time spent on such leave shall not affect the employee's PTO accrual, or seniority.

Military Leave: An employee shall be granted a maximum of ten (10) working days leave each calendar year when ordered to short term active military duty.

The conditions of this Article are subject to the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Where conflict arises, the parties agree to meet and negotiate substitute provisions for such parts or provisions of this Agreement not in compliance.

ARTICLE 21 – SENIORITY

Definition: Seniority Is hereby defined as the employee's length of continuous full-time service or part time service in the bargaining unit. Commencing from his or her most recent date of hire in any classification hereunder. Seniority shall be utilized only as provided in this Agreement.

New employees regardless of classification, shall be considered on probation for a period of three (3) months from the date of hire. All newly hired employees shall be subject to dismissal before completing three (3) months of service If he/she falls to demonstrate sufficient abilities and performance standards for the position. Probationary employees dismissed by the Company shall not have such action reviewed by the Union nor be subject to the grievance procedures described elsewhere in this agreement.

Employees who are unable to obtain required Government clearances may be terminated at the discretion of the Company. Such termination will not be subject to the grievance procedure described elsewhere in this agreement.

If a reduction in force is necessary, the less senior employee or employees in the classification performing the type of work being reduced, will be reassigned to positions held by less senior employees to the extent they are qualified to fill a new assignment, or be laid off.

Seniority rights of an employee, who on the date he/she is laid off having less than one year of compensated service under this Agreement, shall be terminated if he/she Is not rehired within six (6) months after layoff.

Re-employment, after a layoff, shall be in accordance with seniority of the employee(s) laid off to the extent that they are qualified. An employee who fails to return to work upon being notified to return to work by the Company via telephone or by Registered Mall at his/her last known address of record, will lose his/her seniority after five (5) days.

Seniority lists of the employees in classifications under this Agreement (by giving name, seniority date, and job classification) shall be furnished to the Union one (1) month after signing of this Agreement. A list of additions and separations will be furnished to

the Union annually or as requested. The Union agrees to protect all proprietary information of the Company to include not publishing seniority lists on bulletin boards, not mentioning the number of employees in news articles/publications or as addendums to CBA agreements etc.

Seniority of an employee will be broken and his employment with the Company will be terminated under the following conditions:

(1) Discharge for just cause.
(2) Failure to respond to recall notification within the time frame established.
(3) Failure to be recalled from layoffs within six (6) months after each layoff.
(4) Failure to report for work upon expiration of an approved leave of absence.
(5) Accepting other employment while on approved leave of absence without prior permission from the Company.
(6) Resignation.
(7) Retirement.
(8) Absence from work for three consecutive days with no contact with the Company, unless such absence was previously excused by the Company.

When two or more employees are hired on the same day, the employee whose last name begins with the lowest letter in the alphabet shall be considered as having the highest seniority for tie breaking purposes.

The Union recognizes the right of the Company to hire part-time employees. The Company shall maintain two (2) seniority lists, one for full-time employees and one for part-time employees. Full-time employees will have the right to exercise seniority over part-time employees in the same job classification in all cases where qualifications, formal training, physical fitness or ability to perform the required work are equal.

ARTICLE 22 – PROMOTIONS, QUALIFICATIONS AND JOB CLASSIFICATIONS

Before any new employee is hired in a job classification under this Agreement, employees covered by this Agreement shall be given an opportunity to qualify for promotion to such job classification in accordance with their seniority.
Any employee (If qualified in a classification covered by this Agreement), who desires to be considered for shift or duty schedule preference under this paragraph may submit a request during the posting period. The vacancy may be awarded to the senior qualified employee, who has submitted a request for shift preference. The ensuing vacancy will be considered for employees who have submitted transfer requests. No further requests will be considered, unless the next opening could result in a shift change for an employee. Once an employee has been granted a request under this paragraph, no further consideration will be given for six (6) months.

Nothing in this Agreement shall be construed to prevent an employee from performing work that is below his/her job classification when requested to do so by the Company.

Whenever and wherever the Company establishes requirements and qualifications for assignments within the collective bargaining unit, the same shall be submitted to the Union.

The Company will post job opportunities for current openings or newly created company positions (whether inside or outside the bargaining unit) on the centralized bulletin board accessible by employees. The TS will accept resumes presented for these requirements.

ARTICLE 23 – FILLING OF VACANCIES

When the Company determines that it needs to fill a new or existing job within the bargaining unit, the Company will post a notice of vacancy or job opening for a period of not less than five (5) working days. Subject to the provisions set forth below, any employee may submit a written bid for the job to the TS prior to the expiration of the posting period. The notice announcing the vacancy or job opening to be filled shall contain at least the following information:

a. The date the notice is posted and the date and time the notice will be removed;
b. The job classification of the position to be filled;
c. Job Description and minimum qualifications;
d. Rate of Pay;
e. Effective date the job is expected to be filled.

The Company will first consider awarding the job to the most qualified currently employed candidate, as determined by management. Consideration will be given to:

a. Internal candidates who meet minimum position qualifications;
b. Seniority and length of service;
c. Lateral and downward job applicants will be considered for position after applicants seeking promotions.

The Company retains the discretion to utilize external sources to staff positions when qualified individuals do not respond to the job posting during the posting period or when no internal applicant possesses the necessary qualifications for the vacancy.

An employee who is awarded a job for which he or she bid must accept it providing the award is made within fifteen (15) workdays of the effective date that the job is scheduled to be filled. An employee accepting a job transfer under this article may not bid for another job for a period of ninety (90) days after being awarded the job.

An employee who is unable to perform the job to which he bid, to the satisfaction of the Company, within thirty (30) calendar days after being awarded the job, shall be returned to the job classification and labor grade he held at the time of submitting the bid, provided an opening exists in that classification. Otherwise the employee will be put on recall status to that classification. The employee will be told the reasons for such disqualification.

It is further agreed that an employee may have only one bid application on file at any one time. In the event an employee submits a second bid application, then the application received by the company last shall be considered as the only valid application.

An internal candidate who was not selected after applying for a posted position shall be informed in writing of his non-selection and, if requested, be provided the reason for non-selection within a reasonable period of time.

ARTICLE 24 – VOLUNTARY TERMINATION OF EMPLOYMENT

Employees shall provide written notice of intent to resign at least two weeks in advance of the termination date.

ARTICLE 25 – DISCIPLINE AND DISCHARGE

The Company shall have the right to discipline or discharge any employee for just and reasonable cause.

The reason for discharge or other disciplinary action shall be given to the employee in writing at the time of the discharge or other disciplinary action and the Company will provide a copy of such action to the Union.

Work rules are divided into two categories. As a general rule, Group One violations are considered the most serious violations and subject the employee to immediate termination.

Group Two violations will generally result in one or more of the following progressive disciplinary actions. The circumstances of the incident, past behavior record, and the discretion of the Company will determine the extent of disciplinary action imposed. Not following this order of discipline is not by itself a cause for grievance under Article 27.

a. Verbal warning
b. Written counseling
c. Suspension without pay
d. Termination

Group One work-related violations include, but are not limited to, the following:

a. Dishonesty, which includes meaningful falsification of time cards, time clock, or time sheets.
b. Intoxication during working hours.
c. Use, possession, and/or distribution of illegal drugs, or being under the influence of illegal drugs during working hours.
d. Participation in physical altercation while on premises
e. Deliberate significant property damage or other such gross misconduct
f. Not reporting to work, or over-staying an authorized leave of absence, without notifying the Employer for three (3) consecutive workdays
g. False statement made on the application for employment, or to the medical examiner, with the intent to deceive
h. Unauthorized possession of firearms or explosives within facilities.
i. Employees who are permanently restricted by the Government from entering the Government installation or working on the contract
j. Gross security violations to include mishandling of classified material and secure Government information systems
k. Safety violations leading to damage to Government or Company property/equipment; fuel spills; or injury to personnel

l. Conviction of a crime (Suspension without pay after arrest for a crime affecting or relating to the nature of the employee's work pending determination of guilt is permissible)

m. Threatening, intimidating, bullying, harassing (including sexual harassment), fighting, assault, coercing or abusing other employees, clients, or members of the public.

Group Two work-related offenses include, but are not limited to, the following:

a. Neglect of duty
b. Sleeping during work time or in work areas (excludes sleeping during authorized break periods in non-work areas.) NOTE: If sleeping during work time contributed to a major incident, i.e. fuel spill, this could be considered a Group 1 offense
c. Engaging in horseplay during working hours or on Company premises
d. Absence from work where permission to be absent has not been given by the Company, unless such absence is beyond the control of the employee, in which case the employee must notify the Company of the anticipated absence within one-hour of the employee's reporting time
e. Failure to immediately report accidents or personal injuries in accordance with published procedures
f. Making disparaging remarks about the Company, the Company's services, or any words or deeds which would discourage any person from dealing with the Company. This includes the use of social media platforms to carry out these acts
g. Neglect in the care of or loss of Government or Company property
h. Uncooperative attitude
i. Carelessness
j. Violation of Company safety rules or PWS mandated directives
k. Violation of Company or PWS mandated work rules, policies or procedures
l. Incompetence
m. Violation of any applicable local, state or federal law, rule, regulation or ordinance
n. Failure to maintain a professional, clean appearance or wearing unapproved clothing items
o. Failure to use prescribed safety or personal protective equipment
p. Any other act of dishonesty, misconduct or neglect not listed above

Failure on the part of the company to enforce the provisions of this clause in certain instances shall not constitute a waiver of the Company's rights to enforce the clause in other instances. The foregoing list is not intended to be all-inclusive, employees may be disciplined or discharged for other conduct not included under the terms of this Article where such conduct provides just cause. The provisions of this Article do not apply to layoffs however some actions of employee may make them ineligible for recall or rehire.

Discipline notices will be removed from an employee's record after 18 months, unless a pattern of disciplinary action is present.

ARTICLE 26 – ABSENCE FROM DUTY

An employee shall not be absent from duty without prior permission, in writing, eight (8) days in advance, except for reason of sickness, injury or other justifiable cause beyond the control of the employee.

An employee who is prevented from reporting for duty by reason of sickness, injury, or other justifiable cause beyond the control of the employee shall promptly notify the TS of the employee's inability to report for work, and provide reason for the absence on a daily basis. Such notice will not be considered if given after one hour prior to the employee's regular starting time, except when prevented by personal emergency. In the event of an authorized Medical Leave of Absence, weekly notice thereof shall be given to the Company.

ARTICLE 27 – GRIEVANCE PROCEDURE

An employee who believes that he/she has been unjustly dealt with as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed or performed, shall have the right to submit a "grievance" under this Agreement. The procedures provided herein shall be the exclusive remedies available to the Company, the Union and to the employees for the adjustment of such grievances.

All grievances beyond Step 1 involving employee claims, shall be in writing on forms provided by the Union.

In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

Step 1. An employee with a grievance shall first take it up with the TS. The first step must be taken within five (5) working days after the alleged violation(s) from which the grievance arises. The employee may request the Union Steward, or alternate, to be present when his or her grievance is presented to the TS. Should an employee be unavoidably absent due to illness or injury or unavailable due to vacation or other approved reason(s), the employee's shop steward may bring the grievance to the TS on the employee's behalf. The TS will respond within three (3) working days.

In cases involving the discharge of an employee, the Company and the Union agree to waive Step 1 of the procedure and proceed directly to Step 2.

Step 2. If the TS does not settle the grievance to the satisfaction of the employee, the Union Steward may advance a written grievance, citing the specific article or section of this Agreement claimed to be violated and the requested remedy, to the Union Business Agent upon written notification to the TS within 5 working days following completion of Step 1. The written grievance must be signed by the employee and submitted to the Union Business Agent by the Union Steward. The grievance will be discussed in this Step 2 between the TS, the Union Steward and the Union Business Agent. This discussion may take place in the form of an in-person meeting or via conference call on a day and time selected by mutual agreement within five (5) working

days. The Company's Operations Manager may take part in this meeting at the Company's discretion.

Step 3. If not settled in either of the preceding steps, the grievance may be advanced by the Union Business Agent to a Corporate Representative within five (5) working days following the response in Step 2. This step will be held via teleconference with the above parties. The Company will provide a written response within five (5) working days following this teleconference.

Step 4. If not settled in preceding steps, the Union may process the grievance to arbitration in accordance with the procedures detailed in Article 28 by giving the Company written notice of its intent within ten (10) working days following completion of Step 3.

All grievance settlements shall be reduced to writing and signed by the Company Representative and employee with a copy to the Union Steward.

Precedents. A final decision, made with respect to any grievance, shall apply to that grievance only and shall not become a precedent in the case of other grievances, nor a precedent which shall bind the parties as an interpretation of the Agreement. All settlements must be consistent with the terms and conditions of this Agreement.

Grievances not processed within the guidelines above, including the specified time limits for advancing from step-to-step, shall be considered withdrawn. It is understood and agreed the parties may extend any such time limits by mutual written agreement, signed by both parties.

It is agreed that the Company and Union will make every effort to keep to a minimum the actual time spent in disposing of grievances. When a Union Steward is required to leave a contract work area (not the base) for the purpose of investigating, presenting or adjusting grievances, he will obtain the permission of his immediate supervisor before leaving and will report to him upon his return.

The Company will use the Texas Conference Joint Transfer Cartage and Garage Grievance Committee on a trial basis. After the first case presented to the committee, the Company and the union will mutually determine whether to retain this Committee process for future grievances, or agree to an alternative arbitration source, after which this Agreement will be changed to reflect the correct arbitration agreement at that time.

ARTICLE 28 – ARBITRATION PROCEDURE

This Article will only become effective if the either the Company or the Union determine the use of the Texas Conference Joint Transfer Cartage and Garage Grievance Committee is not acceptable per the terms of Article 27 above.

In the event the Union or the Company processes a grievance to arbitration, an impartial arbitrator shall be selected according to and shall be governed by the following procedure: Within ten (10) days from the date the grievance is denied at the 4th step, either party may submit the grievance to the Federal Mediation and Conciliation Service for proceedings in accordance with the rules of the Association. The grievance shall be presented to the Arbitrator and his decision shall be final and binding upon the parties hereto and employees covered by this Agreement. It is understood and agreed that the Arbitrator shall have jurisdiction and authority only to interpret, apply or to determine compliance

with the provisions of this Agreement, including the right to award back pay, seniority rights and the like as a remedy whenever he deems such relief appropriate, but the Arbitrator shall have no power to add to, detract from or alter in any way the provisions of this Agreement.

All costs and fees in connection with the arbitration proceeding will be shared equally by the Company and the Union. Either party shall have the right to reject an entire panel of arbitrators, in which case selection shall be made from the second panel.

The Union's Business Manager shall have the right, upon proper written request, to examine time sheets and other records pertaining to the computation of compensation of any individual(s) whose pay is in dispute by a grievance procedure. Any costs arising from such examination will be at the Union's expense.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall become effective November 1, 2025 and shall thereafter continue in full force and effect through October 31, 2028, in accordance with the provisions herein mentioned.

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining; the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement, whether or not such item is referred to or covered in this Agreement, or whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement; and that this Agreement incorporates their full and complete understanding, superseding and Invalidating all previous commitments of any kind, oral or written, past practices, existing conditions, and all prior employee and Union rights and benefits not specifically incorporated herein. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the employer has violated in raising a grievance.

Either party may give to the other written notice of intent to change this Agreement. Written notice of intent to change shall be served at least sixty (60) days prior to and not more than ninety (90) days prior to the expiration of this Agreement and during a like period of any subsequent year this Agreement remains in effect.

If after properly serving on the other party notice of intent to change, the parties fail to reach agreement upon changes as of midnight October 31, 2028, or by midnight of the expiration date of any subsequent period for which this Agreement remains in full force and effect, either the Company or the Union may terminate the Agreement as of 12:01 AM on the 5th day following receipt by the other party of the notice to terminate. The first day of the waiting period until the Agreement shall terminate shall be the day following the day the other party receives the notice.

All notices referenced in this Article shall be sent postage prepaid by certified mail, signed receipt requested to the other party at its then current mailing addresses.

In the case of the Company the notice shall be addressed to its Corporate Fuels Officer, whose address, as of the execution of this agreement, is c/o TK&K Services, LLC, 719 Hale St, Beverly MA 01915. In the case of the Union the notice shall be addressed to its

Secretary/Treasurer whose address, as of the execution of this Agreement, was Teamsters Local Union 886, 3528 West Reno, Oklahoma City, Oklahoma, 73107.

IN WITNESS THEREOF, the parties hereto have signed this Agreement at Altus Air Force Base, Oklahoma.

FOR TEAMSTERS LOCAL UNION 886

By:_____ 9-30-25
(Date)

Tom Ritter

Tom Ritter, President Teamsters Local 886

FOR TK&K SERVICES, LLC

By:_____ 9/30/2025
(Date)

_____

Edward Kurja, President

APPENDIX A – WAGES & BENEFITS

WAGES

Job Classification	Effective November 1, 2025	Effective November 1, 2026	Effective November 1, 2027
Fuels Distribution System Mechanic	$37.03	$38.23	$39.47
Fuels Distribution System Operator	$29.82	$30.79	$31.79

Shift Differential:

Second Shift - $.50 per hour worked (shift starting time after 1400 hours)

Third Shift - $.75 per hour worked (shift starting time after 2200 hours)

Weekend Shift - $1.00 per hour worked

HEALTH & WELFARE

The only agreement between the Company and the Union to this agreement regarding health and welfare benefits for employees covered by this Agreement is as follows:

Effective November 1, 2025	Effective November 1, 2026	Effective November 1, 2027
$5.16	$5.41	$5.66

The health and welfare premium is computed based on the current health and welfare rate, multiplied by the number of hours paid in the pay period, including vacation, paid leave and holidays, up to a maximum of 40 hours per week. Overtime hours are not included in the calculation of health and welfare. premiums.

401(k)

The Company will contribute to Teamsters Local 886 prevailing wage plan on behalf of the employees at the rate defined in this Appendix A. The employer contributions will be paid on all paid hours, including vacation, sick, holiday, jury duty, bereavement and company paid leave, up to a maximum of forty (40) hours per work week for each employee covered by this agreement. All monies contributed will be sent to John Hancock USA Teamsters Plan #11625. Contribution amounts are as shown in the table below:

401(k) Contribution Schedule		
Effective November 1, 2025	Effective November 1, 2026	Effective November 1, 2027
$2.50 per hour	$2.75 per hour	$3.00 per hour

All full-time employees have the option to enroll in TK&K Services, LLC, benefit plans, including Health Insurance, Dental, Vision, Life and ADD and 401K. The Company will deduct the premium costs for elected coverages from the Health and Welfare Benefit allowance on a pre-tax basis. Premium costs in excess of the Health and Welfare Benefit allowance will be deducted from the employee's paycheck in equal installments for the first two pay periods each month. The Union Business Agent or bargaining unit members may be required to provide documentation of existing coverage to the Company in order to comply with provisions of the Affordable Care Act and the Company's health care plan if the employee opts out of the Company's plan. Any health and welfare premiums unused for participation in TK&K Services benefits plans will be paid to the employee in cash.

PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND UNIFORMS

Employees shall be required to wear protective work clothing that is reasonably suitable and safe for the type of work they are assigned. Protective work clothing shall be based upon recognized industry standards, Air Force Instruction or Directive, Government Regulation, or recommendations made by the manufacturer of certain chemicals or hazardous substances. Logos or lettering of any description other than the standard Company insignia as prescribed by the Company, shall not be permitted on any work clothing. The Company Health & Safety Officer shall be the final authority on all matters pertaining to employee safety and required protective clothing.

Where employees are required by the Company to wear standard Company overalls or special work clothing, the Company shall furnish such clothing based upon established Company guidelines.

Specialized tools shall be furnished as needed by the Company.

Each employee required by the Company or Contract to utilize safety shoes will receive annual safety shoe allowance of $150 per year. The allowance will be paid on the first pay period of November annually.

All employees must be in uniform while at work. Uniforms will be clean, in good condition, and will be worn properly so as to present a professional appearance. If hats are worn, they must be the TK&K issued hat. The Company will provide employees with the following uniform items:

Full Time Employees - 6 short sleeve T-shirts, 6 long sleeve T-shirts, 1 light weight jacket, 1 heavy weight jacket, 1 beanie winter hat, 1 baseball hat, and 1 pair of coveralls.

Part Time Employees - 3 short sleeve T-shirts, 3 long sleeve T-shirts, 1 light and 1 heavy weight jacket,1 beanie winter hat, baseball hat and 1 pair of coveralls.

APPENDIX B – PART-TIME EMPLOYEES

The company may use regular part-time employees to supplement the regular full- time work force to provide additional help on an incidental basis under the following conditions:

a. 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.

b. Part-time employees may be used to replace full-time employees in sick leave, vacation, holidays, leave of absence, bereavement leave, or jury duty. If no part-time employees accept the work, it will be offered as overtime.

c. 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.

The company shall maintain two separate seniority lists, one for full-time employees and one for part-time employees.

Part-time seniority will only count toward part-time employment. Full-time seniority shall begin with full-time employment.

Part-time employees will be given first opportunity to qualify for a position of a full-time when a position becomes available, provided they have passed probation and are otherwise qualified for the vacancy.

Part time employees shall be granted pro-rated holiday pay for the holidays listed in Article 14 of this Agreement.

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

a. 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.

b. 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 hr. work year.

APPENDIX C – DRUG & ALCOHOL POLICY

The Company is a community, in which responsibilities and freedoms are governed by policies, codes of behavior, and conduct including penalties for violating federal regulations, installation policies, and the Company's Employee Handbook's standards in regard to alcohol, drugs to include marijuana, and firearms.

It is the goal of the Company to maintain a drug-free workplace and our policy and procedures provide consistent handling of employees involved with drugs to comply with 14 CFR Parts 121, Appendices I and J; 49 CFR Part 40; and USC Title 41, Section 701, Drug-Free Workplace Act of 1988. The Company has adopted the following policies:

a. The unlawful manufacture, possession, distribution, or use of alcohol or controlled substances is prohibited in the workplace. Employees are prohibited from reporting from for work while under the influence of illegal drugs or alcohol.

b. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.

c. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, his/her contract manager of any criminal drug statute conviction they receive for an offense involving a controlled substance that occurred in or on the premises or property owned, controlled, entrusted, or occupied by the Company.

If an employee receives such a conviction the Company shall require the employee to participate satisfactorily in an approved drug-abuse assistance or treatment program.

Employees are subject to initial, annual, and random drug and alcohol testing; as well as, after any on-the-job accident or incident. As a stipulation of employment and condition for continued employment, employees will submit to drug testing. The Company will utilize reliable, medically accepted methods for screening for chug use, such as urine screens, blood tests, or any other scientifically accepted procedure using Government approved commercial medical facility. All substance abuse testing will be paid for by the company.

Whenever a person is required to submit to a drug or alcohol test under this policy, that person's written consent will be obtained in advance of the test. Failure to consent in writing to such test constitutes a violation of this policy and may result in immediate termination.

The Company will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of standards of conduct. Each situation is looked at on a case-by-case basis.

NOTE: Recently many States have passed legislation that legalizes marijuana. Our contract work-sites are located on U.S. military installations that are governed by federal regulations prohibiting the possession, use, selling, distributing, or transporting of any form of narcotics to include marijuana. Though it maybe your right depending on the State law to possess or use marijuana either for recreational pleasure or for medical reasons they are not permitted on military installations. Therefore, The Company will terminate employment without discussion for possessing, using, distributing, or transporting

marijuana while on the military installation engaged in company work and/or for violating federal regulations or the Installations' Commander's Drug Free Policy.

TK&K employees must not perform job related duties nor supervise others while under the influence of alcohol, or within eight (8) hours of consuming any amount of alcohol. Off-duty consumption of alcohol should be conservative so as to ensure the efficiency is not impaired by the after effects (hangover). Abstinence eight (8) hours before commencing job related duties does not guarantee zero (0) blood level when large amounts of alcohol are consumed.

Any employee who is suspected of being under the influence of alcohol shall be relieved of duty immediately and sent to a medical facility for a blood alcohol test (BAT).

The TS has the authority and responsibility to require suspected personnel to submit to a BAT based on a personal observation, If the employee refuses to submit, he/she shall be considered under the influence of alcohol.

An employee who fails the BAT or refuses to submit shall be entered into an alcohol abuse program at the employee's expense. The employee will be allowed to return to work once he/she satisfactorily completes the program.

Unsatisfactory completion or refusal to enroll in subject program will result in the employee's termination as an employee of the Company.

Additionally, the assigned Government Contracting Officer Representative (COR) and Contact Manager have the authority and responsibility to require suspected personnel to submit to a blood alcohol test or drug analysis test based on personal observations.

Non-compliance with the urinalysis testing program shall be considered cause for the termination of the employee.