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-2025-22 Revision No.: 0 Date Of Last Revision: 01/17/2025

State: Florida

Area: Brevard

Employed on DEFENSE LOGISTICS AGENCY contract for The Contractor will be responsible for providing the necessary personnel and resources to accomplish all tasks specified herein at Contractor expense unless otherwise specifically stated otherwise. The Contractor will ensure safe, accurate, and timely receipt, storage, transfer, issue, and accountability of all DWCF-owned petroleum products and cryogenic products under their control. The Contractor will perform required maintenance to ensure facilities, associated systems, vehicles, and equipment remain operational to meet the base mission. The Contractor will comply with environmental protection, safety, and security directives. Tasks identified for the Fuels Service Center (FSC), Product Issues, Accounting/Auditability, Quality Surveillance/Laboratory, and Preventive Maintenance (PM)..

Collective Bargaining Agreement between contractor: KATMAI TECHNICAL SERVICES, and union: KATMAI TECHNICAL SERVICES Local LOCAL 525, effective 05/21/2024 through 04/21/2027.

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).

AGREEMENT

between

KATMAI TECHNICAL SERVICES

and the

TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO LOCAL 525

PATRICK AIR FORCE BASE, FLORIDA

5/1/24 – 4/31/27

TABLE OF CONTENTS

ARTICLE NO.	TITLE
1	Purpose of Agreement
2	Recognition and Scope
3	Hours of Work
4	Overtime
5	Holidays
6	PTO
7	Seniority
8	Promotions, Qualifications, and Job Classifications
9	Leave of Absence
10	Military Leave
11	Health, Safety and Environment
12	Work Clothing and Tools
13	Bulletin Boards
14	Equal Treatment
15	No Strike – No Lockout
16	Management Rights
17	Discipline and Discharge
18	Grievance Procedures
19	Arbitration Procedure
20	Contracting Out of Work
21	Security and Check-off
22	General
23	Duration of Agreement
APPENDIX A	Wage Rates
APPENDIX B	Benefits
APPENDIX C	Part Time Employee Inclusions

ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is made and entered into between Katmai Technical Services (KTS) ("The Company") and the Transport Union Workers of America, AFL-CIO, Local 525 ("The Union") in the mutual interest of the Company, the Union, and the Employees, to promote safety and continuity of operations; to stabilize employment under reasonable hours, rates of pay and, working conditions; to further the efficiency and economy of operations; and to enhance the interest of the United States Government. It is the duty of the Company, the Union, and the Employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

ARTICLE 2
RECOGNITION AND SCOPE

The Union is recognized by the Company as the sole collective bargaining agent for the full-time and part-time employees of Katmai Technical Services (KTS) based at Patrick AFB: Fuels Distribution System Operators, Fuel Distribution System Operators Nights, Fuels Distribution System Operator Lead and Fuels Distribution Lead Nights whose labor classifications are enumerated in Appendix A. The contract provisions set forth herein shall be the sole source of any rights the Union, Company, or employees may assert in arbitration.

Subject to the express limitations of this Agreement, the Company reserves and retains solely and exclusively, all of its inherent rights to make decisions and manage its business. It is agreed that the enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights or functions of ownership or management not so enumerated. The rights of the Company's leadership is further defined in Article 16, Management Rights.

The Company will make reasonable rules and regulations the Company considers necessary or advisable for the orderly and efficient conduct of its business, and to require employees to observe such rules and regulations, provided the same are not inconsistent with the express provisions of this Agreement. The Company agrees to provide the Union with five days advanced notice of any proposed changes in work rules governing employees conduct or job performance before such changes become effective so that the Union will have an opportunity to comment upon the proposed change and suggest alternatives or modifications. The rule will become effective unless modified or withdrawn. No past practice shall be considered binding upon the Company unless it has been incorporated into a written agreement.

The Company will manage the day-to-day activities with an On-Site Supervisor. The On-Site Supervisor (Terminal Manager) shall be permitted to perform work ordinarily assigned to employees within the bargaining unit only at times when he/she is covering such work on a temporary basis for an employee who is unexpectedly absent, unavailable or unable to perform his

or her duties, until such time as a bargaining unit employee is available. The On-Site Supervisor shall not perform such work when in doing so will be displacing an employee from his regularly assigned work, except as prescribed in Article 16 (c).

ARTICLE 3
HOURS OF WORK

(a) The workweek and pay period shall begin at 0001 Monday and end seven (7) days thereafter at 2400 Sunday. The normal weekly work schedule for full-time workers shall consist of five (5) workdays of eight (8) hours each or forty (40) hours. However, in keeping with Article 1 and 16, the Company reserves the right to adjust schedules as needed to support the operation.

(b) Full-time workers are those employees scheduled to work forty (40) hours per week. Part-time workers are those employees scheduled to work less than forty hours.

(c) In order to reduce the total time required at the work site, meals may be taken during work hours with no adjustment in pay, on a not-to-interfere basis with work requirements.

(d) The Company shall have sole and exclusive authority to change the work schedule to meet operational requirements. Where employees are required to maintain a continuous operation or assignment, days off may be fixed or rotated, consistent with the requirements of the service. The Company will make every reasonable attempt to schedule each employee to be off-duty the last two (2) consecutive days of the workweek, however, mission requirements will dictate.

(e) When employees work more than eight (8) hours in any twenty-four (24) hour period as a result of rotation of shifts, they shall receive straight time for the second eight (8) hours, or portion thereof, worked during such period.

(f) The Company retains the right to change the schedule for employees' work to suit varying conditions of the business and operations of the Company and the government. The Company will provide not less than 72 hours notification to employees prior to change in shift schedule, except for circumstances beyond the Company's control. If a full-time employee's schedule is adjusted to work weekends, or during a normal day off, the full-time employee will be scheduled for a minimum of eight (8) continuous hours for each adjusted workday, regardless of mission changes/cancelations. This provision ensures the employee does not get slighted on the pay he/she would have otherwise received during the standard work week. When a full time employee's schedule is to be changed the company will ask for volunteers first, and if no volunteers, schedule will be changed according to seniority.

(g) Any employee notified by the Company to report to work on a day on which a hurricane occurs or is forecasted, shall receive a minimum of four (4) hours pay, if he or she reports for work. The Company will give at least two (2) hours' notice prior to the regular starting time of their shift not to report. Any employee affected by such notice who thereafter reports shall not be entitled to pay.

(h) Any full-time employee who is required to report for work without being given at least seven and one half (7½) hours off after the completion of the previous hours worked, shall be paid at the applicable overtime rate for all hours worked on the next day's scheduled hours.

(i) Reporting Pay: Any employee who reports for scheduled work, or who is called into work for hours other than his/her regular scheduled shift and that work is cancelled by either the customer or the Company, the employee will be allowed to work four (4.0) hours. The Company shall notify the employee at a minimum of two (2) hours prior to the commencement of said work that the work has been cancelled, unless the employee either is notified not to report to work or could not be notified after reasonable effort and attempts to do so had been accomplished by the Company. Notification by the Company shall be at the employee's designated phone number on file with the Company.

ARTICLE 4
OVERTIME

(a) Overtime work shall be scheduled by the Company as necessary and shall be distributed among the employees qualified to perform the work based on the overtime list to be maintained by the Company.

(b) Where an employee is not present, attempted telephone contact at the number furnished by the employee will constitute all necessary effort to select an employee for overtime assignment or to cancel an overtime assignment. It is the employer's responsibility to contact the Employee to verify the overtime has been canceled, not less than two (2) hours prior to reporting to work for the overtime.

(c) No overtime shall be compensated unless work is performed at the direction of a supervisor.

(d) After forty (40) hours worked in a workweek all hours thereafter shall be considered overtime and shall be paid at the rate of one and one half (1.5) times the base rate.

The Company will make every reasonable effort consistent with operating requirements, to give affected employees two (2) hours' notice of overtime work assignments.

(e) Overtime compensation shall be computed on the overtime worked to the nearest one-quarter (1/4) hour.

(f) No employee shall receive more than one and one half (1.5) the straight time base rate for any hours worked, except on the 7th consecutive day of work which would be double times the base rate of pay.

(g) Overtime shall be offered to a full-time employee before overtime shall be offered to part-time employees.

(h) The Company will keep and maintain an overtime roster for all full-time employees. This list will contain the following categories:

(1) Name of employee
(2) Date of Overtime

This list will rotate employee(s) to the bottom of the list when said employee(s) work or decline overtime. The Company will update this list whenever overtime has occurred. The Company will email, whenever possible, a revised overtime list to union steward after updating. This list ensures overtime will be fair and equitable to all affected employees. If any employee cannot be contacted for overtime, at the employee(s) provided contact phone number, said employee will not be moved on overtime list.

(i) If an employee(s) works one (1) hour overtime or less in conjunction with their scheduled shift they will not be moved on the overtime list.

(j) Full-Time or Part-Time employees who are called in for any reason outside their scheduled shift shall be compensated for a minimum three (3.0) hours.

(k) There shall be no pyramiding of overtime pay and/or other premium pay.

ARTICLE 5
HOLIDAYS

(a) The following eleven (11) holidays with eight hours straight time pay shall be granted for all full-time employees. Part-time employees will receive six (6) hours straight time pay for each holiday listed below:

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

(b) A full-time employee required to work on any of the above holidays, excluding the day after Thanksgiving, shall receive straight time regular pay and holiday pay, (holiday pay equals time and one half) for such holiday worked with a minimum of three (3) hours guaranteed. An employee required to work the Day after Thanksgiving holiday will be scheduled for a minimum of eight (8) hours at the employee's regular straight time hourly rate for those eight (8) hours worked and will be given an eight (8) hour floating holiday to be used at the employee's discretion.

(c) Any employee, who is on the active payroll on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the holiday, shall be eligible for holiday pay. Employees on paid leave shall be eligible for holiday pay. An employee scheduled to work on any of the above holidays, who fails to report for work, shall not receive holiday pay for that day.

(d) Employees who have Saturday and Sunday as their regular days off will observe holidays as follows: When a holiday falls on Saturday, the preceding Friday will be observed as the holiday; when a holiday falls on Sunday, the following Monday will be observed as the holiday, or as observed by the US Government.

(e) Holiday work will be evenly distributed among crews needed for such work.

(f) The Company retains the right to schedule holiday work to suit varying conditions of the business and operations of the Company and the government. The Company will provide reasonable notification to employees prior to holiday shift schedule except for circumstances beyond the Company's control, such as emergencies, short-notice flying schedule changes, and Government directed activities.

(g) When a holiday falls on an employee's day off, their next workday shall be observed as the holiday, except as provided in Article 5(d) above. If a holiday falls within an employee's paid vacation period, the employee will not be charged vacation pay, but will receive the regular rate of pay for that day.

(h) The Company agrees that any holiday that is established during the term of this agreement by an act of Congress, or by proclamation of the President of the United States, that includes contract personnel, shall be extended to the employees covered by this agreement.

(i) The Company will keep and maintain a Holiday work roster for all employees. This list will contain the following categories:

(1) Name of employee
(2) Date of Holiday

This list will rotate employee(s) to the bottom of the list when said employee(s) work or decline the Holiday work. The Company will update this list whenever the Holiday work has occurred. The Company will, whenever possible, email a revised Holiday work list to union steward after updating. This list ensures Holiday work will be fair and equitable to all affected employees. If any employee cannot be contacted for Holiday work, at the employee(s) provided contact phone number, said employee will not be moved on the Holiday work list.

(j) Any employee who reports for Holiday work will be scheduled for a minimum of three (3) hours, excluding the Day after Thanksgiving. (Refer to Article 5b)

(k) All employees are available to work on a Holiday using the Holiday roster.

ARTICLE 6
PERSONAL TIME OFF (PTO)

(a) For the purpose of computing length of service for eligibility for vacations, as provided in the subparagraphs, the total service of an employee as defined by the Service Contract Act shall be used to determine eligibility.

(b) Eligible Employees

1) An employee, who has completed the probationary period of this Agreement, shall be eligible for paid personal time off based on the employee's continuous length of service, measured from the employee's original date of hire by the Company.

2) "Continuous length of service with the Company", for purposes of this Article, is defined as service that is uninterrupted by termination of employment with the Company.

(c) Personal Time off Allotment and Accrual

1) The amount of personal time off to which an employee shall be entitled during any year shall be determined by the employee's number of years of continuous service with the Company measured from the employee's hiring date to the employee's anniversary date of hire for the current year, as follows:

a) From the commencement of the first (1st) year of continuous service with the Company until the end of the fifth (5th) year of continuous service with the Company, an employee will earn a maximum of 144 hours of personal time off per year, which includes 64 hours of sick leave, to be accrued at the rate of 12.0 personal-time-off hours per month.

b) From the commencement of the sixth (6th) year of continuous service with the Company until the end of the twelfth (12th) year of continuous service with the Company, an employee will earn a maximum of 184 hours of personal time off per year, which includes 64 hours of sick leave, to be accrued at the rate of 15.33 personal-time-off hours per month.

c) From the commencement of the thirteenth (13th) year of continuous service with the Company until the end of the nineteenth (19th) year an employee will earn a maximum of 224 hours of personal time off per year, which includes 64 hours of sick leave, to be accrued at the rate of 18.66 personal-time-off hours per month.

d) From the commencement of the twentieth (20th) year of continuous service with the Company an employee will earn a maximum of 240 hours of personal time off per year, which includes 64 hours of sick leave, to be accrued at the rate of 20.0 personal-time-off hours per month.

2) Part-time employees, will receive a pro-rated amount of personal time off based on the number of hours worked divided by 2,080 hours and applied as a percentage to the personal time off accrual rates specified above in Paragraph (c) 1.

3) The amount of personal time off leave shall be deemed earned when accrued, and it will be accrued bi-weekly in accordance with the payroll calendar.

4) An employee's accrued personal time off balance shall not exceed two (2) times the employee's annual entitlement under Paragraph (c) 1) above (hereinafter referred to "personal time off limit"). An employee's eligibility to accrue personal time off shall be suspended whenever the employee's personal time off balance reaches the personal time

off limit. The employee's eligibility to accrue personal time off will be reinstated when the employee's personal time off balance falls below the personal time off limit. An employee shall not receive pay in lieu of personal time off.

(d) Personal Time off Scheduling

1) The company retains the right to schedule PTO in such a way as will least interfere with the workload and efficiency of its operations, but will attempt to reach a mutually convenient schedule with each employee. PTO requests may be submitted as early as ninety (90) days in advance. The approval or disapproval of these requests will be determined before forty-five (45) days prior to PTO. Prior to the forty-five (45) day period, seniority shall prevail where two (2) or more employees of the same job description have requested the same PTO. Employees may file a request with their supervisor to change or delete a previously scheduled PTO by seniority. Employees may also submit requests for PTO in excess of their regular work day of eight (8) hours throughout the year to the employee's supervisor at least fourteen (14) work days before the commencement of a personal time off period on a first come/first serve basis without regard to seniority. Personal time off in increments of eight (8) hours or less shall be submitted to and approved by the employee's supervisor at least (7) days in advance strictly on a first come/first serve basis without regard to seniority. Personal time off will be taken in increments of one (1) hours or more.

2) Unscheduled personal time off not covered by Section (d) 1) may be approved by and within the discretion the employee's supervisor, upon request made by the employee. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted the personal time off requested under this Section.

3) Employees may not use over 64 personal time off hours per year for sick leave without approval. Employees shall notify their immediate supervisor prior to start of their first scheduled shift unless illness is so severe as to prevent notification, in which case employee will notify immediate supervisor as soon as possible. In the event that the employee is off due to illness for two (2) or more consecutive days, the company reserves the right to request a doctor's certificate verifying the illness and determining the employee's ability to return to work with or without duty restrictions.

4) Employees and the Union recognize their obligation to prevent unnecessary absences or other abuses of sick leave privileges.

(e) Use of Personal Time Off

1) Personal time off leave balances must be exhausted before leave without pay requests will be considered for approval. Requests for leave without pay will be considered on an individual basis depending on the nature of the absence and current projected workload.

2) An employee will be paid for personal time off hours accrued but not used at the time of termination of employment, regardless of the nature of the termination, at the employee's straight-time rate of pay at the time of the employee's termination.

(f) Rate of Pay

An employee shall be compensated for personal time off at the straight-time rate of pay for the employee's designated job classification at the time the personal time off is taken.

ARTICLE 7
SENIORITY

(a) New employees shall be considered on probation for a period of four (4) months or one hundred and twenty (120) actual days worked, from the date of hire, or until a Government security clearance is received by the Company for the individual involved, whichever is longer. All newly hired employees shall be subject to dismissal before completing four (4) months of service, if he/she fails to demonstrate sufficient abilities for the position. This provision shall not include incumbent employees.

(b) Seniority shall commence with the date of placement under any classification on the payroll for new hires with the Company and incumbents will retain their seniority. Seniority will determine choice of shifts, days off, and work locations, providing employees possess the necessary skills and qualifications to perform the work.

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

(d) Seniority rights of employees who, on the date they are laid off, have less than one year of compensated service under this Agreement shall terminate if they are not rehired within twenty-four (24) months after layoff.

(e) Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing, if practicable, given business conditions and notice by the Government. This requirement of notice shall not apply to a layoff caused by an Act of God, or by an unauthorized or illegal strike of the employees of the Company.

(f) Employees who are currently on lay-off status shall have their period of retention of seniority rights determined under the foregoing language, based on their compensated service as of the date they were actually laid off.

(g) The above principles shall apply to those demoted, as well as individuals accepting layoff.

(h) Re-employment after a layoff or demotion under this Article shall be in accordance with seniority of the employee(s) laid off to the extent that they are qualified and have an acceptable work performance record. Upon being notified by the Company, by telephone or by registered mail to his/her last known address on the records of the Company, to return to work, an employee will lose his/her seniority rights if: 1) he/she fails to notify the Company within five (5) workdays of his/her intention to comply with or accept; 2) he/she fails to report to work

within ten (10) workdays after date of his/her notifying the Company; or 3) he/she fails to return upon expiration of leave of absence.

(i) An employee who accepts a demotion as a result of a reduction in force, or who accepts demotion and is subsequently laid off, shall be included on recall lists for:
   (1) Their original classification.
   (2) Their classification at the time of layoff.
   (3) Classifications between (1) and (2) for which they are qualified.

(j) An employee who is eligible for recall to more than one classification and who refuses recall under Article 7(h), loses recall rights to the classification offered and all lower classifications.

(k) The most senior qualified employee who volunteers in such work unit, shall fill transfers from one work unit to another, or if there are insufficient volunteers, the Company may assign the most junior qualified employee(s). The Company shall post requests for transfer for three (3) days. This provision is not necessary for transfers of ninety (90) days or less.

(l) Seniority lists of the employees in classifications under this Agreement, giving name, seniority date, and job classification shall be furnished to the Union upon request within one 1 month after signing of this Agreement. A list of additions and separations will be furnished upon request, but not more often than annually.

(m) An employee, who is discharged for cause, accepts employment with the Company under another collective bargaining agreement, or who resigns from the service of the Company, shall lose all seniority rights.

(n) Shift Scheduling Preference: If an employee who works in a job classification and that employee has been certified by the Fuels Terminal Manager as being adequately trained and qualified in that job classification (for which such certification shall not be unreasonably withheld), the employee will be allowed to request scheduling on to a shift of the employee's preference based on the employee's seniority. If so eligible, the more senior employee in that job classification will be allowed to be scheduled in the employee's preferred shift as long as such scheduling allows the Company to maintain a stable and balanced work force and such scheduling will not otherwise interfere or hamper the operational needs, obligations, and commitments of the Company and the United States government (client/customer). Employees eligible for shift preferences will be allowed once a calendar year during the month of November to request a shift preference. The Company will review and respond to the request in the first two (2) weeks of December of that calendar year. Any approved shift change will take effect on the first workday of the following January.

(o) When the Company provides training or instruction on new equipment, employees normally performing work on that particular type of equipment and receiving the new equipment shall be offered the training in order of their seniority and/or qualifications. Any training that would result in a certification required by the contract shall be offered in order of their seniority and/or qualification in the appropriate classification. The Company reserves the right to select

employees for other training opportunities based on operational needs and employee's competence.

ARTICLE 8
PROMOTIONS, QUALIFICATIONS, AND JOB CLASSIFICATIONS

(a) Before any new employee is hired in a job classification under this Agreement, employees covered by this Agreement shall be given an opportunity to apply for such job classification.

(b) Any employee (if qualified in a classification covered by this Agreement), who desires to be considered for promotion opportunity, or transfer to a different work section opening, may submit a request to the Terminal Manager during the five (5) day posting period. The vacancy will be awarded to the senior most qualified. The ensuing vacancy will be made available for employees who have submitted transfer requests. At the company's discretion, any employee with a disciplinary action within the past year may be deemed ineligible for the promotion.

(c) 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 four (4) months.

(d) 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.

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

ARTICLE 9
LEAVE OF ABSENCE

(a) An employee shall not be absent from duty without prior permission, in writing, 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 for reason of sickness, injury, or other justifiable cause beyond the control of the employee, shall promptly notify their immediate supervisor of their inability to report for work, and provide reason for the absence on a daily basis. Such notice will not be considered if given after 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.

(b) Upon approval of the Company, a Leave of Absence of up to ninety (90) days may be granted to an employee. During such leave, the employee's seniority shall not accumulate.

(c) If a Leave of Absence is extended by the Company, the employee will retain, but will not accrue, seniority, except that seniority shall continue to accrue on leave for Union business. An employee, who accepts gainful employment while on leave of absence, except as specially

approved in writing by the Company, automatically terminates their employment with the Company.

(d) Employees, who by reason of bona fide illness require time off, may be granted appropriate Leave of Absence in accordance with the Family Medical Leave Act (FMLA), based on FMLA eligibility requirements. Seniority will continue to accrue during such leaves. In no event will seniority accrue for more than one (1) year.

(e) Time spent on Leave of Absence shall not count for vacation, sick leave, or pay review.

(f) Notwithstanding other provisions of this Agreement, time spent on a Leave of Absence occasioned by an industrial illness or industrial injury shall not affect the employee's wage review period, to the extent that such wage review is automatic. This shall not constitute a waiver of other established requirements for purposes of reclassification. Time spent on a Medical Leave of Absence shall be considered length of service for the purpose of determining an employee's eligibility for vacation.

(g) In the event of death in the immediate family of a full-time employee, the Company will grant (3) three bereavement days per year with pay (twenty four (24) hours) at the employee's straight time rate (not including such employees' days off), with an additional up to two (2) days LWOP. This paragraph shall not apply to probationary employees. The immediate family shall include spouse, mother, father, current step-parents, current step-children, current mother-in-law, current father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, spousal grandparents, grandchildren, and (if living in the employees home) foster children.

(h) Full-time employees, who serve as jurors, shall receive up to one (1) workday per year with pay at the employee's straight time rate (eight (8) hours).

ARTICLE 10
MILITARY LEAVE

(a) The re-employment and seniority status of any employee hereunder who, while in the active service of the Company, entered the Armed Services or during wartime entered the Merchant Marines of the United States, shall be governed by the provisions of the Service and Training Act of 1948, as amended, or other applicable law.

(b) 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 wage review period, vacation accrual, or seniority.

(c) Employees shall be granted military leave when ordered to short-term active military duty.

(d) The Company reserves the right to hire employees and/or increase the hours of part-time employees to temporarily fill the positions of employees on military leave.

ARTICLE 11
HEALTH, SAFETY AND ENVIRONMENT

(a) Safety and Health Plan. All employees of the Company must have a complete understanding of the Company's Safety and Health Plan. All employees of the Company shall adhere to and comply with the Company's Safety and Health Plan. A copy of the Company's Safety and Health Plan is available on the Katmai Technical Services (KTS) intranet and in the Fuels Terminal Manager's office.

(b) Work Safety

1) Any employee becoming aware of an unsafe working condition, near miss, or a mishap will immediately report the condition, near miss, or mishap to the employee's immediate supervisor and also will record and submit a written report of the unsafe working condition, near miss, or mishap to the employee's immediate supervisor within the same work day. If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report. If the employee needs assistance with writing the report, the Fuels Terminal Manager will assist the employee.

2) The Company will determine if further investigation is required.

3) An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition or mishap may be subject to counseling or disciplinary action, up to and including discharge. Any employee who willfully or intentionally engages in such misconduct may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause. The question of whether an employee willfully or intentionally engaged in such misconduct shall be subject to grievance and arbitration under Articles 18 and 19 of this Agreement.

(4) Legal Compliance and Revisions. The Company's Safety and Health Plan and associated rules, regulations, and policies will be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations.

(5) The Company agrees to maintain sanitary, safe and healthful conditions in all its operations and working establishments in accordance with applicable Air Force/OSHA/ Corporate safety regulations.

(6) Employees shall be required to comply with all safety rules and regulations established by the Company, and to wear such protective clothing or use such safety Personal Protective Equipment (PPE) as required and furnished by the Company.

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

(c) OSHA Voluntary Protection Program (VPP). The Company is committed to providing outstanding safety and health protection for our employees through management systems and employee involvement. The Company, the Union and Employees agree to work cooperatively to achieve and maintain the goals and objectives necessary to obtain OSHA's VPP Star status.

(d) Substance Abuse Program

1) Issuance and Enforcement: The Company has the right to issue and enforce reasonable rules, regulations, and policies for the purpose of developing and implementing a Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies Violations of the Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies may subject an employee, on a case by case basis, to disciplinary action up to and including termination. Additionally, in such cases the Company can require as terms and conditions of continued employment, violators to submit to any or all of the following: drug and alcohol testing; participation in a substance abuse rehabilitation and medical treatment.

2) Incorporation of Current Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies. Employees shall be subject to and shall comply with the Workplace Substance Abuse and/or Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies, and rules and regulations applicable thereto in existence and in effect on the effective date of this Agreement (hereinafter collectively referred to as "the Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies"). For the purpose of this agreement, alcohol concentration may not exceed 0.02. The Company reserves the right to revise the Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies to incorporate and implement a random substance abuse testing program.

3) Legal Compliance and revisions: Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies, rules and regulations will also be in compliance with applicable local, state and federal laws, rules and regulations. The Company is authorized to amend Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace and/or Workplace Substance Abuse Policies, rules, and regulations from time to time, so they will be maintained current with the applicable laws, rules, and regulations.

ARTICLE 12
WORK CLOTHING AND TOOLS

(a) Employees are required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned. Where employees are required by the Company to wear standard or special work clothing, the Company shall furnish such clothing.

(b) Each employee shall be required to have standard hand tools necessary to perform the duties of his/her classification. Specialized tools shall be furnished as needed by the Company.

(c) Rain Gear: The Company will provide rain gear for employees; the Company will replace rain gear whenever it becomes unserviceable.

(d) Safety Shoes: Employees who are required to wear safety toed shoes will be reimbursed for up to one hundred forty dollars ($140) per year for appropriate safety toed shoes. Safety toed shoes must conform to American National Standards Institute,

ANSI Z41 PT9 M/FI/75 C75 requirements in order for the company to reimburse employees for the shoes. The Terminal Manager will make the determination of serviceability and requirement for replacement. Employees are required to provide a receipt of proof of purchase to receive reimbursement.

(e) Employees will be permitted to wear shorts considered acceptable by the Company.

(f) Safety Clothing: The Company will issue one set of long sleeve coveralls to each employee who is required to work with liquid oxygen.

(g) If employees are required to wear uniforms, the Company will provide said uniforms. The Company will replace any unserviceable uniforms when needed anytime during this Agreement.

(h) Unserviceable is defined as torn, ripped, or stained beyond cleaning. The Terminal Manager will make the determination of serviceability.

ARTICLE 13
BULLETIN BOARDS

The Company shall provide one (1) bulletin board for the use of the Union at all work locations. All notices placed on such bulletin board shall relate solely to official Union business and shall have the official signature of the Union. The Terminal Manager will approve all notices.

ARTICLE 14
EQUAL TREATMENT

(a) The provisions of this Agreement will apply equally to all employees, regardless of sex, age, color, creed, national origin, disability, or Union affiliation. The Union will continue to cooperate with the Company in maintaining its Affirmative Action Program to ensure equal opportunity in all aspects of employment.

(b) Appearance of the masculine or feminine pronoun throughout this Agreement does not imply discriminatory practices on the part of the Company or the Union, and shall apply equally to all male or female employees.

ARTICLE 15
NO STRIKE - NO LOCKOUT

(a) The Union (its officers, agents or members) and the Employees, individually or collectively, shall not permit, cause, encourage, support, or engage in any strike, sympathy strike, sit-down, work stoppage, slowdown, work interruption, or any other form of curtailment or restriction of work at the facility, nor in any manner interfere with the efficient operation of the Company's business at Patrick Air Force Base while this agreement is in effect.

(b) Any employee, who shall cause or take part in any violation of this article, or any activity prohibited by this article, shall be subject to immediate disciplinary action, up to and including discharge.

(c) In the event of a violation of this Article, the Union will use its best effort to end such prohibited conduct, taking the following action:

- Publicly declare that the strike is unauthorized.
*
- Notify all employees that such prohibited conduct is unauthorized and in violation of the Agreement, and provide evidence of such notification in writing to the Company immediately.

- Order all Union members to return to work or be subject to disciplinary action as determined by the Company.

(d) Provided the Union is complying with the provisions of this Article, the Company will not engage in any lockout of its employees.

ARTICLE 16
MANAGEMENT RIGHTS

(a) Except as specifically addressed in this Agreement, the Union recognizes and agrees that the supervision, management, and control of the Company's business, operations, working force, and facilities are exclusively vested in the management of the Company. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct, and control the Company's business, methods, operations, and working force; to hire, promote, transfer and lay off employees; and lawfully terminate employee for just and proper cause, to demote, discipline, suspend, or discharge employees; and the right to determine the hours and schedules of work, methods, or facilities; or to introduce new or improved materials and services from such source(s) as is deemed desirable by the Company, is vested exclusively in the management of the Company. Further, the Company retains the sole and exclusive right to determine the levels and volumes of services; add or drop service lines; sell or lease the business; contract out services; to determine the number and location of its employees; to decide and determine the methods, reasonable quality standards, and schedules of operation; modify and enforce practices, policies, or procedures; to determine the number and qualifications of persons employed or assigned specific jobs; to assign work to such employees; and to take such measures as management may determine to be necessary. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the procedures provided in this Agreement.

(b) The above-mentioned management rights are not all-inclusive, but rather indicate the type of rights, which are reserved to management. All other rights traditionally exercised by management are also expressly reserved, even though not enumerated above. The failure of the Company to exercise any function or right reserved to management, or the exercise of any function or right in a particular way shall not constitute a waiver of the Company's authority to exercise such right.

(c) Work by Management and/or Supervisors

1) Work performed by management or supervisory personnel will be restricted to those requirements beyond the capabilities of bargaining unit employees (exceptions include management functions (e.g. dispatch and expeditor duties), or as provided below.

2) Management or supervisory personnel may perform work of employees covered by this Agreement under the following conditions and circumstances:

a) For the purpose of instructing and training employees.

b) When the work being performed is within the normal job duties of a position that is not covered by this Agreement.

c) Under emergency conditions or on occasions when all bargaining unit employees are currently engaged in their specified duties, or absent from work and mission requirements dictate.

d) When required to maintain personal qualifications and proficiency of the managers or supervisory personnel.

e) To cover absences and temporary vacancies if no other bargaining unit employee is available.

f) When required by safety, i.e. to prevent harm or injury to employees, other persons, or damage property.

g) When necessitated by security and/or safety requirements.

Note: Such work being performed cannot be used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

ARTICLE 17
DISCIPLINE AND DISCHARGE

(a) Procedure for Discipline and Discharge

1) No non-probationary Employee shall be discharged, suspended or otherwise disciplined without just cause. Any Employee who has been suspended or discharged shall be granted an interview with a Union representative, except in cases where a Steward is not available at the site, before the Employee is required to leave the Company premises. However, the company reserves the right to suspend and remove employees with pay while investigating a safety or security concern.

2) Progressive disciplinary action will be for just cause and shall be sequenced as follows:

a) Oral/Written counseling – documented and signed by the employer and employee. A signed copy will be sent to the Chief Steward and a copy placed in their personnel file.

b) Written warning – signed by the employee and employer. A signed copy will be sent to the Chief Steward and placed in the employee's personnel file. The employee's signature does not acknowledge accuracy of the warning, but simply that it has been received.

c) Suspension – three (3) working days without pay. A signed copy will be sent to the Chief Steward and placed in the employee's personnel file. Suspensions may be given even if verbal and written warnings have never been given previously.

d) Termination – normally will take place only after an employee has been previously suspended for an action. However, immediate termination may result from commission of acts such as, but not limited to, the following:

(1) Willful dishonesty, deceit, and making false or fraudulent representations;

(2) Intentionally making false statements, concealing facts, or fabricating falsehoods in records or documents, such as timesheets and employment applications, or forgery;

(3) Intoxication during working hours;

(4) Any violations of the Company's Substance Abuse Program;

(5) Fighting while on the Company's premises or while performing work or duties for the Company;

(6) Not reporting to work for three (3) consecutive workdays or over-staying an authorized leave of absence without notifying the Company and informing the Company the reason for the absence and when the employee is intending to return to work;

(7) Unauthorized possession of firearms or explosives within Company work areas or facilities, or on Company jobs or assignments;

(8) Deliberately damaging property or equipment, assault, or battery;

(9) Being restricted by the Government from entering the installation and facilities at and as provided in Article 7 of this Agreement;

(10) Unlawful gambling, including engaging in games of chance, operation of pools, lotteries, etc. while working or on the premises of the Company or Government installations and facilities in violation of law or governmental regulations;

(11) Engaging in lewd, lascivious, or indecent conduct on the premises or while working or performing the duties assigned by the Company;

(12) Insubordination;

(13) Refusal or intentional failure to perform lawful assignments, tasks, and directions of the Company;

(14) Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Company premises or while working or performing the duties assigned by the Company, unless authorized in writing by the Company

(15) Leaving an assigned work area without authority and without notifying the supervisor during working hours;

(16) Sleeping on the job during working hours;

(17) Use of abusive language to a customer, government employee or representative, a supervisor, a Company or Union representative or official, or a fellow employee;

(18) Willful violation of Company or Government safety rules and regulations while at work;

(19) Defacing, altering, or writing over (without authority) any general notices or bulletins, or posting unofficial notices (or bulletins) that are vulgar, profane, or offensive;

(20) Theft, embezzlement, or misappropriation of Company or Government property.

(21) Government restricting/removing the employee's access to the job site for security reasons.

e) Discipline Retention – Oral/Written, written and suspensions shall remain in effect for a twelve (12) month period from date of issuance.

f) An employee upon discharge or resignation, must be paid in full for all wages owed him by the Employer including earned vacation pay, if any, within the next pay period from the date of discharge or resignation, provided all Company property (uniforms, keys, badge, etc.) has been returned to the Company.

3) In all cases of discharge the Employee involved and the proper Union official shall be notified in writing of the action and the reason for such action.

4) Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge, or discipline, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement.

5) It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within ten (10) work days, when circumstances permit, following knowledge by the Company of the occurrence of the alleged violations. Disciplinary action, investigatory interviews or drug testing of non-probationary employees will be conducted in accordance with the Weingarten Act.

(b) Attendance Policy

1) The Company has established the following policy to provide employees an understanding of what is expected regarding their attendance at work. Repeated, unapproved absences will not be permitted, as it creates undue hardship to the

customer, the Company and fellow employees. An employee's attendance performance shall be monitored based on the number of occurrences of lateness or absenteeism within a twelve (12) month period of time from the date of occurrence. Absences shall be characterized as chargeable or non- chargeable, as defined below:

a) Chargeable:
   (1) Unexcused reporting late for work.
   (2) Leaving work early without authorization.
   (3) No call, no show.
   (4) Taking Leave Without Pay (LWOP) due to illness/injury without a Medical Providers' certification.
   (5) Unauthorized absence from work.
   (6) Failure to report an absence prior to start of work shift.

Note: An entire shift need not be lost for an occurrence to be charged. A continued absence for the same illness/injury shall be counted as one (1) occurrence provided the employee provides daily notice (or other notice acceptable to the Company) of the continuing absence.

b) Non-Chargeable:
   (1) Any paid time off.
   (2) Approved vacations.
   (3) Approved leaves of absence or approved LWOP.
   (4) Disciplinary action suspension.
   (5) Absence concerning worker's compensation.
   (6) Subpoena with proper notification.
   (7) Approved Family Medical Leave Act (FMLA) leave.
   (8) Authorized absence from work.

c) The disciplinary schedule for chargeable absences shall be as follows:

1st Violation	Oral/Written
2nd Violation	Written Warning
3rd Violation	Three (3) Days Suspension
4th Violation	Termination/Discharge

ARTICLE 18
GRIEVANCE PROCEDURES

(a) A grievance is a dispute involving the interpretation or application of this Agreement.

(b) Any employee, who believes that they have 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, is entitled to file a "grievance" under this Article. 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.

(c) All grievances beyond Step 2 involving employee claims, shall be in writing on forms provided by the Union and shall be signed by all employees claiming rights there under.

(d) Procedure: In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits. Should the time limits be exceeded by either party or any step skipped, the grievance will be resolved in favor of the opposing party. However, the time limits may be waived by mutual agreement of the parties.

Step 1. The Employee (with or without the Steward) shall promptly (but in any case not less than five (5) working days) bring the grievance to the Supervisor verbally, with a proposed solution for discussion. If such grievance is not settled within five (5) working days thereafter, proceed to Step 2.

Step 2. The grievance shall be provided in writing to the Company's Terminal Manager, and shall be signed by the Employee and the appropriate Union Representative following Step 1. The written grievance must set forth a statement of grievance, the article or section of the agreement that is claimed to be violated, and the proposed remedy. The Terminal Manager and/or Project Manager will meet or teleconference with the employee within five (5) working days of receipt of the written grievance and provide a written response within five (5) working days of that meeting. If no agreement has been reached, the Employee or the Union may appeal the decision within five (5) working days of receipt of the written response to the Company's Business Unit Director, proceed to Step 3.

Step 3. The Employee or Union appeal must fully address the issue and respond to points raised in the Company's written response. The Company will schedule a meeting or teleconference with the parties to attempt to resolve the issue within five (5) working days of receipt of the appeal and provide a written response within five (5) working days thereafter. If no agreement has been reached within five (5) working days following receipt of the Company's written response, proceed to Step 4.

Step 4. If no agreement has been reached within five (5) working days, per Step 3, either party may submit the grievance or dispute to the Federal Mediation and Conciliation Service (FMCS) for resolution. If federal mediation is unsuccessful in resolving the grievance, it may be presented to the American Arbitration Association.

(e) Precedents. A final decision, made with respect to any grievance on the first or second step, shall apply to the grievance only and shall not become a binding precedent in the case of other grievances, or a precedent that shall bind the parties as an interpretation of the Agreement. All settlements must be consistent with the terms and conditions of this Agreement.

(f) Any aggrieved employee shall have the right to be present at any stage of the grievance procedure in which their grievance is being considered. No employee may leave the job, take-up, or settle the grievance without requesting permission from their immediate supervisor. Such permission will be granted, provided it does not interfere with operations. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by

either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee.

(g) No compensation will be paid for time spent discussing or investigating grievances or other Union matters, on a not-to-interfere basis with Company business.

ARTICLE 19
ARBITRATION PROCEDURE

(a) The party choosing to arbitrate shall give written notice to the other party, setting forth the matter to be aggrieved following the final step previously mentioned in Article 18 (d). If said notice is not served within a ten (10) working day period after completion of the final step specified in the grievance procedure, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate has been waived.

(b) In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet, either in person or by telephone, with a representative selected by the Company, within five (5) days of receipt of the notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the aggrieved party will petition the American Arbitration Association (AAA) for a list of available arbitrators, whereby the party charged has the right to strike the first name from the list.

(c) The arbitrator shall not have the power to add to or in any way modify, alter, or expand any of the terms of this Agreement, or any Agreement supplement hereto, and the decision of the arbitrator shall be based upon the provisions of this Agreement.

(d) The arbitrator shall render a final decision within thirty (30) days after the close of the hearing, and the parties agree to comply with the decision rendered.

(e) Each party shall bear its own expense with respect to the preparation and the presentation of the matter to the arbitrator, and both parties shall bear equally the expense of the arbitrator proper, including the fee, if any, of the arbitrator.

ARTICLE 20
CONTRACTING OUT OF WORK

It is understood that if the Company lays off personnel as a result of contracting out of work, the Company will notify the Union promptly and, upon written request, will meet with the Union to address any associated problems.

ARTICLE 21
SECURITY AND CHECK-OFF

(a) All employees covered by this Agreement shall sixty (60) days from the date of employment, as a condition of employment, pay initiation fees and membership dues uniformly required as a condition of acquiring or retaining membership, or alternatively a sum of money determined to constitute a representation or agency fee.

Employees are not required to join the union or maintain membership in the union through the payment of dues in order to retain their jobs, but may be required to pay agency fees.

(b) Such employees who are or become members of the Union shall pay initiation fees and membership dues as set forth herein except that payment of initiation fees and membership dues shall not be required as a condition of employment during periods in which the employee, though being in pay status, is employed in a classification not covered under this Agreement. Additionally, employees paying agency fees shall not be required as a condition of employment during periods in which the employee, though being in pay status, is employed in a classification not covered under this Agreement. Employees who are not union members, but pay agency fees, can object to the use of their payments for union political activities. Employees have the right to demand a refund of union dues and a reduction of future payments if the Union is using any of their money to back causes or candidates they oppose.

(c) Any employee who is more than sixty (60) days in arrears in the payment of representation or agency fees or initiation fees/membership dues attributable to periods of time on or after the date of this Agreement, or sixty (60) days following date of his/her employment, whichever is later, shall be subject to discharge. 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 of the provisions of this Article, including the reasonable costs of any defense made necessary by any such liability, claim, suit or dispute.

(d) There shall be no solicitation of membership during working time.

(e) The Company, the Union, and all employees are required to comply with applicable Government security regulations. 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.

(f) Only one (1) Union representative shall have access to the facility, with full coordination and approval of the Company.

(g) The Company will deduct from the wages and make payable to the Union, the initiation fees and current monthly dues of the Union for those employees in the unit who have given the Company a duly executed and lawful written assignment for such process.

(h) Monthly dues for Union members:
(1) Full Time Union members shall pay two (2) hours at the straight time rate per month through payroll deduction.
(2) Part Time Union members shall pay one (1) hour at the straight time rate per month through payroll deduction.

(i) The Union will levy only those initiation fees and dues that are authorized or permitted by the Constitution and By-laws applicable to the Union, and in the manner provided therein. The Company shall be entitled to rely upon compliance by the Union with this provision and the Union shall save the Company harmless with respect thereto.

ARTICLE 22
GENERAL

(a) Employees shall give the Company two (2) weeks' notice of resignation in writing.

(b) Employees will be paid at the rate established in Appendix A for the job classification in which they work.

(c) The Union shall print copies of this Agreement in an appropriate booklet, and shall give a copy upon request to each employee within sixty (60) days of the date of this Agreement, unless prevented from so doing by circumstances beyond its control, and shall furnish a copy of the Agreement to each new employee hired in any classification covered thereby.

(d) The Company, the Union, and Employees will abide by the Company's Workplace Substance Abuse and/or Prohibiting Drugs, Alcohol, Weapons, & Contraband and Violence in the Workplace Policies.

(e) Licensing and Certifications. The Company will reimburse employees for the actual renewal purchase cost of a Commercial Driver's License, if required by the Company to have such license. Additionally, the Company will reimburse for one physical exam annually, to be scheduled while the employee is on pay status (up to four (4) hours straight time pay). The Company will reimburse for any background checks and drug/alcohol testing, as required to maintain such license/certification. Any physical exam required in excess of one per year required to maintain license or certification is the responsibility of the employee. Employees are required to present receipt for costs identified prior to receiving reimbursement.

(f) When temporary scheduled duty locations change the Company shall furnish a vehicle or pay mileage (IRS rate) for use of a personal vehicle, excluding call-ins and overtime call-ins.

(g) If the base is closed for any reason for mission essential personnel, then the employees will be paid for regular scheduled hours at the straight time rate of pay. All employees are considered mission essential, and therefore will report to work at their next regularly scheduled work day/time during base closure of non-essential personnel, unless specifically directed not to report by the Terminal Manager or Program Manager. Employees that can't report for regular scheduled hours will be allowed to take PTO for those scheduled hours.

(h) Night shift differential will be paid for the entire shift to any bargaining unit employee that works four (4) hours or more between 14:30 to 06:30.

(i) Standby/On-Call: There is no Standby/On-Call.

ARTICLE 23
DURATION OF AGREEMENT

This Agreement is effective upon signature date below and shall continue in full force through April 30, 2024.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth completely in this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any issue included herein nor any other issue not included.

This Agreement shall renew itself without change unless written notice of intended change is served by either party hereto at least sixty (60) days prior to April 30th of each year, or upon termination of the related Government contract.

IN WITNESS THEREOF, the parties below have signed this Agreement dated this 1st day of MAY, 2024.

For: Katmai Technical Services (KTS)

Tammi J Norcutt:A01097C000001407DCE604E0000149C
Digitally signed by Tammi J Norcutt:A01097C000001407DCE604E0000149C
Date: 2024.03.20 08:49:22 -06'00'

Tammi Norcutt
Director, Professional Services

For: Transport Workers Union of AFL/CIO, Local 525

Kevin P. Smith
International Rep, Air Division
President, Local 525

Mark Nelson

Mark Nelson
Negotiating Committee Member

APPENDIX A
WAGE RATES

The hourly rates of pay for the classifications set forth in this Appendix shall be effective on the below specified dates, or date of employment whichever is later for those employees in the job classifications which the respective hourly rates apply:

Job Classification	Current	10/25/24	10/25/25	10/25/26
FDSO Lead	$36.90	$38.75	$40.11	$41.51
FDSO	$35.03	$36.78	$38.07	$39.40
FDSO Lead Nights	$38.76	$40.70	$42.12	$43.59
FDSO Nights	$36.78	$38.62	$39.97	$41.37

*The above FDSO Nights includes night shift differential of 5%

Note:
FDSO: Fuel Distribution System Operator

FDSO Lab will be paid a premium of $.50 per hour added to FDSO current wages, not to exceed 40 hours per week. FDSO Accountant will be paid a premium of $1.00 per hour added to FDSO current wages, not to exceed 40 hours per week. This premium pay will not be paid for overtime hours worked where specialty work is not performed.

An employee who is assigned by the Company to perform duties and accept responsibilities of a job classification which has a higher wage scale shall be paid the rate for said job classification.

Payment of wages will be made by direct bank deposit.

The Company will use FDSO Lead Operator(s), FDSO Lab, and FDSO Accountant only in those locations and for such time periods as the Company deems appropriate and necessary. FDSO Lead Operator, FDSO Lab, and FDSO Accountant positions must be filled by qualified employees.

For purposes of computing overtime, compensation, any shift differential which a shift employee is entitled to shall be considered part of straight time rate of pay. (Second and Third Shift employees)

APPENDIX B
BENEFITS

Health and Welfare:

	Current	10/25/24	10/25/25	10/25/26
Health/Welfare Benefits (Per paid hours up to 40 hours per Week)*	$9.11	$9.11	$9.11	$9.11
401K (QNEC) (Per paid hours up to 40 hours per week)	$1.71	$1.71	$1.71	$1.71

** If Health and Welfare is taken as a cash payout, the rate will be $7.00 per hour through 10-16-2018. For subsequent years, Health and Welfare taken as a cash payout will be 10% lower than the hourly rate to cover the additional payroll taxes and insurance.*

APPENDIX C
PART TIME EMPLOYEE INCLUSIONS

This appendix is additional items not mentioned or included in the above Articles and other Appendix' applying to Part time employees only.

(a) In the event of death in the immediate family of a Part time employee, the Company will grant and pay employee bereavement time and pay of one (1) day per year (eight (8) hours) at the employee's straight time rate (not including such employees' days off), and one (1) day LWOP. This paragraph shall not apply to probationary employees. The immediate family shall include spouse, mother, father, current step-parents, current step-children, current mother-in-law, current father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, spousal grandparents, grandchildren, and (if living in the employees home) foster children.

(b) Part Time employees, who serve as Jurors, shall receive their regular straight time rate for jury services not to exceed one (1) work day per year. (Only if that day is one of the employees normally scheduled days).

(c) The Company will keep and maintain a Part-Time Extra Hours rotating roster for all Part-time employees for hours other than their normal scheduled hours. This list will contain the following categories:

(1) Name of employee
(2) Date of extra time

This list will rotate employee(s) to the bottom of the list when said employee(s) work or decline the Extra time work. The Company will update this list whenever the Extra time work has occurred. The Company will email, whenever possible, a revised Extra time work list to union steward after updating. This list ensures Extra time work will be fair and equitable to all affected employees. If any employee cannot be contacted for Extra time work, at the employee(s) provided contact phone number, said employee will not be moved on the Extra time work list.

(d) Health and Welfare will be paid to Part Time employees at the rate negotiated in paragraph (a) Appendix B for hours paid, up to 40 hours per week. The total cost of insurance elected by a Part Time employee will be deducted at 1/26th of the annual cost, each pay period, regardless of hours paid. (As an example, if the cost of insurance elected is $600 per month or $7200 annually, $276.92 will be deducted from the employee's gross pay each pay period.)