

COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN

TK&K SERVICES, LLC

and the

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, CLC

Effective December 1, 2021 through November 30, 2024

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AND

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AMERICA, AFL-CIO, CLC

PREAMBLE

1. This Agreement, effective December 1, 2021, by and between TK&K Services, LLC (hereinafter referred to as "the Company") and the Communications Workers of America, AFL- CIO, CLC (hereinafter referred to as "Union"):

WITNESSETH that:

Whereas, the Union is the exclusive bargaining agent of certain employees of the Company, and

WHEREAS, the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours and other conditions of employment and

WHEREAS, the parties desire to reduce the agreement to writing,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows.

## **ARTICLE 1 RECOGNITION**

**Section 1.1 Recognition.** TK&K Services, LLC, recognizes the Communications Workers of America, AFL-CIO, CLC as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by this agreement.

**Section 1.2 Bargaining Unit.** The Company and the Union agree that the employees covered by this Agreement shall consist of the following: All full-time and part-time aircraft servicers, fuel accountant(s), and fuel distribution system operators; excluding, QC inspectors, and supervisors as defined by the National Labor Relations Act employed by TK&K Services, LLC, at the Kirtland AFB facility (hereinafter KAFB), Albuquerque, New Mexico under the Defense Logistics Agency contract number SP0600-14-C-5422 and its successor contracts.

## **ARTICLE 2 RIGHTS OF MANAGEMENT**

**Section 2.1.** The Union recognizes that it is the function and right of the management to exercise its own judgment and discretion in developing processes which meet the standards of Government requirements and customer acceptance, and to meet competition, in order that its business and jobs and wages be protected. To attain these, the Union recognizes as included in, but not limited to, the following management rights.

**Section 2.2.** Except as specifically abridged, delegated or modified by a specific provision of this Agreement, or any supplementary agreements that may hereafter be made, all the rights powers and authority the Company possesses prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management. The exercise of such rights does not require any prior discussion or negotiation with the Union, any bargaining obligation with respect to the exercising of such rights being hereby expressly waived by the Union. Rights of management include, among other things, but are not necessarily limited to, the right to establish or continue policies, practices and procedures for the conduct of business and from time to time change or abolish any of such policies, practices or procedures, determine and from time to time re-determine, the number, location or relocation, of its operations and other facilities; from time to time determine the type of operations, the methods, processes and materials to be employed and the services to be performed; establish, combine or split up departments or transfer work from one department to another; transfer work from one operation or facility to another; discontinue processes or operations; determine the numbers of hours per day or per week operations shall be carried on, including the starting and stopping times and rotation of shift and jobs; select and determine the number and type of employees required; assign work to its employees in accordance with requirements determined by management; establish and change work schedules and assignments; determine methods of work measurement and establish standards of work performance; transfer, promote, or demote employees, or lay off, terminate, or otherwise relieve employees from duty for lack of work or other reasons; make and enforce rules of operations conduct and the maintenance of discipline and from time to time amend, modify or revoke any of such rules; suspend, discharge or otherwise discipline employees for just cause.

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

**Section 2.4.** This Agreement cancels and supersedes all prior written and oral agreements made between the parties, with the exception that any outstanding claims, disputes, grievances or unresolved cases that originated under previous parties remain the responsibility of the parties involved and do not transfer liability to TK&K Services, LLC.

## **ARTICLE 3 UNION AND COMPANY RELATIONS**

**Section 3.1 Union Activity During Working Time.** Solicitation of Union membership and collection or checking of dues will not be permitted during working hours. The Company agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during working time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Company and the Union, is subject to disciplinary action.

**Section 3.2 Strikes and Lockouts.** The Union, its officers, agents, representatives and members agree that for the duration of this Agreement there shall be no strikes, sit downs, slowdowns, stoppages of work or any acts of any nature which would slow down or interfere with production and no picketing of any kind on or near KAFB, whether predicated upon economic issues, grievances, contract violations whether real or alleged, unfair labor practices whether real or alleged, sympathy for other employees of the Company; nor shall any such acts be promoted, condoned or encouraged by the Union, its officers, agents, or representatives. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this Section shall be sufficient grounds for discipline or discharge.

The Company agrees that for the duration of this Agreement, there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons. If the Union escalates a grievance to arbitration regarding an alleged violation of this Section, it is understood and agreed that the arbitrator will have the authority to determine the severity of the violation and mitigate the discipline.

**3.2(a)** In the event of any violation of this Section, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring about an end to such misconduct.

**3.2(b)** Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful, nor the fact that a particular grievance or dispute is not subject to arbitration under the provisions of this Agreement, shall excuse the Union, its officers, agents and representatives or the employees of the Company, its officers, agents and representatives from their obligations under this Article.

**3.2(c)** The above prohibition on strikes shall not be binding on the Union sixty (60) days after notice has been served on the Company pursuant to Section 8(d) of the National Labor Relations Act, as amended, when no agreement for a new contract has been reached.

Any claim by either party of a violation of this Section 3.2 shall not be subject to the grievance procedure or arbitration provisions of this Agreement and the party shall have the right to submit such claim to the courts.

### **Section 3.3 Union Security.**

**3.3(a)** Membership in the Union is not compulsory. Employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of employment is not met, the employee's employment shall be terminated and such discharge shall be deemed to be for just cause as in compliance with standards permitted by the National Labor Relations Board NLRB and court decisions relating to Agency Shop requirements. Employees have the right to join, not to join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

**3.3(b)** Each employee in the bargaining unit shall, beginning on the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer, or regression into the bargaining unit, shall elect to either, as a condition of continued employment in the bargaining unit, execute and deliver to the Company (with a copy to the Union) a Dues/Agency Fees Deduction Authorization Card (Attachment A), as provided for in this Article that shall authorize the Company to deduct from the employee's pay an amount of money equal to the Union's regular, uniform and usual monthly Union dues/Agency fees to be remitted to the Secretary-Treasurer as set forth in this Article, or pay directly to the Union an amount of money equal to the Union's regular, uniform and usual monthly dues as certified by the Secretary-Treasurer of the Communications Workers of America. It is understood that Union Dues/Agency Fees are due and payable on the first payday of each month. Employees electing to use the Union Dues/Agency Fees Deduction Authorization shall be deemed to have met their obligation under this Article when the Company properly deducts dues from their paycheck on the first two pay periods of each month. Employee's electing to pay their dues directly to the Union shall make Union Dues/Agency Fees to the Union by the end of the calendar day on which the employee is paid.

**3.3(c)** Any employee within the bargaining unit who is required to contribute to the Union as provided for in Section 3.3(b) of this Article and who is subsequently transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.

**3.3(d)** No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Company's active payroll including layoff.

**3.3(e)** An employee within the bargaining unit shall be considered in good standing for the purpose of this Article when such employee tenders the amount of money equal to the Union's regular uniform and usual monthly Union Dues/Agency Fees to an authorized agent of the Union or pay through authorized payroll deductions the Union's regular uniform and usual monthly Union dues or Agency fees as are authorized by the employee to be withheld in accordance with this Article. Once the Union becomes aware of the employee's delinquency and the Union notifies the employee of the delinquency the employee will have fifteen (15) calendar days to resolve the delinquency. If the delinquency is not resolved the Union shall notify the Company and the employee and the Company shall discharge the employee no earlier than the fifteenth (15<sup>th</sup>) calendar day and no later than the thirtieth (30<sup>th</sup>)

calendar day after said notification if the delinquency is not resolved.

**3.3(f)** Employees may handle the matter of payment of Union Dues or Agency Fees directly with the Union. In cases where deductions are made from those who have already paid Union Dues or Agency Fees, the Union will make any necessary refunds directly to such employee.

**3.3(g)** Deductions shall be made for the accrued regular monthly Union Dues or Agency Fees of each employee in the bargaining unit for whom the Union Dues or Agency Fees Deduction Authorization has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Union Dues or Agency Fees after all deductions required by law are made, and such Union Dues or Agency Fees deduction shall continue in like manner monthly thereafter, except as qualified in this Article.

**3.3(g)(1)** Deductions shall be remitted to the Secretary-Treasurer within 15 days following the month in which deductions were made. The Company will furnish the Secretary-Treasurer, at the same time, a list compiled in alphabetical order of those employees for whom deductions have been made and the amount of each deduction.

**3.3(g)(2)** When ceasing to deduct Union Dues or Agency Fees for any reason, the Company will submit the name(s) of such employee(s) in alphabetical order, and the reason for no deduction to the Secretary-Treasurer at the same time the monthly dues deduction list is remitted.

**3.3(g)(3)** When ceasing to deduct Union Dues or Agency fee for any reason, the Chief Steward will be notified of the stoppage within one (1) business day of the stoppage.

**3.3(g)(4)** Collection of any back dues owed at the time of starting deductions for any employee and collection of dues missed because the employees' earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

**3.3(h)** In addition, each individual authorization card signed and dated prior to the date of the contract ratification date and the initial irrevocable period shall run one (1) year from the date of the ratification of the Collective Bargaining Agreement. Thereafter, dues authorization shall conform to the terms of the Dues Authorization Card.

**3.3(i)** The Union Dues or Agency Fees Deduction Authorization Card for the deduction and check-off of Union dues or Agency Fees is included in this Agreement as Attachment A.

**3.3(j)** The Union shall indemnify and hold 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 Article provided the Company has met its obligations under the terms of this Article.

**Section 3.4 Payroll Deductions for COPE.** The employee may authorize the Company to deduct from the wages due the employee an additional sum to be designated by the



employee each pay period, and to remit such amount to the Communications Workers of America on Political Education; Political Contributions Committee ("CWA-COPE-PCC"). The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of employment with the Company. (See Attachment B.)

**Section 3.5 International Representative-Access to Work Site.** The International Representative, or his designee, of the Union shall have access to the Company work sites during working hours for the purpose of conducting legitimate Union business pertaining to this Agreement including, but not limited to, the investigation and advising in the handling of grievances, and the Company will not impose regulations which will render the intent of this provision ineffective. The International Representative, or his designee, will be responsible for arranging access to the military installation and compliance with all Government regulations, and will be solely responsible for their conduct while on the installation. Company badges and credentials will be available to the International Representative, or his designee, during first shift working hours. The Union shall keep the Company Human Resource Manager and the site Terminal Manager currently informed in writing of the name of the accredited International Representative, or his designee.

**Section 3.6 Shop Stewards.** A Shop Steward will represent all employees in his/her designated area on his/her shift and may process a grievance only concerning matters affecting employees within his/her designated area and shift. The Union may select not to exceed, except by mutual agreement, one (1) Shop Steward and one (1) Alternate Steward. The Union shall keep the Terminal Manager currently informed in writing of the names of the accredited Shop Stewards. An employee, while serving as Shop Steward, shall not be surplusd from his job classification, so long as other employees remain in his job classification, area and on the shift he is designated Shop Steward.

**Section 3.7 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance.** The steward shall notify and obtain permission from his supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the International Representative, or his designee in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, International Representative, or his designee, relating to a complaint or grievance.

**3.7(a)** The scope of the Steward's activities shall include, the following:

**3.7(a)(1)** To confer with an employee about an alleged complaint or grievance covering this Agreement.

**3.7(a)(2)** To investigate a complaint or grievance before presentation to appropriate management.

**3.7(a)(3)** To present a complaint or grievance concerning this Agreement to an employee's

immediate supervisor in an attempt to settle the matter for an employee.

**3.7(a)(4)** To meet with appropriate supervision or other designated Representatives of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

**3.7(b)** The Stewards and the Alternate Shop Steward will be allowed to utilize up to two (2) hours per week with pay to investigate grievances. The Steward may be granted additional time if needed, not to exceed two (2) hours. Replacement Stewards or Chief Stewards will not be entitled to any additional time. If grievance handling by the Steward and/or employee requires more time than specified in this Section, it will be handled on the Steward's and employee's own time.

**3.7(c)** The Union may appoint a replacement Shop Steward for Stewards who are on detachment, leave of absence, vacation or out sick. The regular certified Steward will assume his/her Shop Steward position upon his/her return to work at KAFB, Albuquerque and the replacement Steward will no longer be recognized as a Steward.

**3.7(d)** The Shop Steward and/or Alternate Steward will be provided a ten (10) minute period during the in processing of new employees.

**Section 3.8 Bulletin Boards.** The Union agrees to provide a bulletin board to be placed in a mutually agreed area, for the exclusive use of the Union. The purpose of the bulletin board is for the posting of information as follows: (a) notices of Union meetings, (b) notices of official Union Elections and results, (c) notices of Union appointments, and (d) any other official Union notices, so long as such postings are not derogatory or defamatory. The union will ensure all posted information is current and obsolete materials are removed promptly.

**Section 3.9.** Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the work place, including but not limited to, the employee's job performance. An employee may, if he believes that disciplinary action may result, request the presence of a union steward.

**Section 3.10 Joint Meetings.** Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and Company representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Company time for attendance at such meetings shall be arranged in advance by mutual agreement.

This Section is intended to provide a free avenue of communication between the Union and the Company, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints.

**Section 3.11 Just Cause.**

**3.11(a)** It is understood that no employee shall be disciplined, discharged or suspended without just and sufficient cause. When discipline is being administered, an employee has the right to request the presence of a Shop Steward.

**3.11(b)** Work rule violations 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. Refer to the Company's Employee Handbook for descriptions and examples of the types of violations for each Group. Failure on the part of the company to enforce the provisions of this Article in certain instances shall not constitute a waiver of the Company's rights to enforce this Article in other instances.

**3.11(c)** An employee will not be denied the right to have a Shop Steward present during an investigative interview involving matters, issues or events which he/she feels that may possibly lead to disciplinary action. A Shop Steward will not be provided unless the employee requests that a Shop Steward be present at such interviews.

**3.11(d)** 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.

**3.11(e)** A discharged or suspended employee shall, at the time of such action, be furnished a discharge or suspension notice in writing setting forth the precise charge which caused the action. Employees who are placed on suspension pending further investigation will not be furnished anything in writing relative to discipline until such time the Company concludes its investigation. The Company will render to the employee as soon as administratively possible all compensation due to him/her at the time of termination, but in no instance later than the next regularly scheduled pay date following the termination.

## **ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 4.1 Establishment of Grievance and Arbitration Procedure.** Grievance or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure, subject to the terms of this Article relating to discipline and only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance procedure.

### **Section 4.2 Processing Grievances.**

**STEP 1 Oral Discussion.** The employee first shall discuss his grievance with the Steward and if the Steward considers the grievance to be valid then the employee and the Steward will contact the employee's supervisor or the designee and will attempt to reach a settlement of the complaint. This procedure, however, will not prevent an employee from contacting his supervisor or the designee, if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement. It is the employee's responsibility to contact the Steward.

**STEP 2 Grievances Reduced to Writing** If no settlement is reached in Step 1, the Steward, if he/she considers the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which shall contain the following:

- (a) The facts upon which the grievance is based.
- (b) Reference to the Section or Sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).
- (c) The remedy sought.

The Steward shall sign and submit the written statement of grievance to the supervisor for consideration, with a copy to the designated representative of the Company, within five (five) days following Step 1.

After such submission, the supervisor and the Steward may, within the next ten (10) days, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the supervisor, or the designee, and the Steward shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

**STEP 3 Written Grievance Handling at International Representative Level.**  
If no settlement is reached in Step 2 within the specified or agreed time limits, the

International Representative or his designee may within the next fifteen (15) days thereafter submit the grievance to the designated representative of the Company. After such submission, the designated representative of the Company and the International Representative or his/her designee may, within the next fifteen (15) days, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made thereof.

Otherwise, promptly after the expiration of such fifteen (15) day period, or agreed extension thereof, the designated representative of the Company and the International Representative, or his designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

**STEP 4 Arbitration.** If no settlement is reached in Step 3 within the specified or agreed time limits, then either party may in writing, within fifteen (15) days thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 4.6 to 4.7, inclusive.

**Section 4.3 Dismissals, Suspensions, Layoff, etc.** In cases of layoff or suspension for cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension, or termination of service slip, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the slip will be sent to the employee at his last known address via certified mail, and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Company within fifteen (15) days after the date of layoff dismissal, or suspension for cause, or involuntary resignation, or within fifteen (15) days after the date of the mailing of the copy of the slip. The written grievance then may be processed through subsequent steps detailed in Section 4.2 of this agreement.

**Section 4.4 Union Versus Company.** Processing of grievances that the Union may have against the Company shall begin with Step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievances shall be submitted in writing to the designated representative of the Company, and shall contain the following:

- (a) Statement of the grievance setting forth the facts upon which the grievance is based.
- (b) Reference to the Section or Sections of the Agreement alleged to have been violated.
- (c) The correction sought.

The grievance shall be signed by the designated representative of the Union. If no settlement is reached within fifteen (15) days (unless mutually extended) from submission of the grievance to the designated representative of the Company, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within fifteen (15) days thereafter, the Union may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter

provided in 4.6 to 4.7, inclusive.

**Section 4.5 Retroactive Compensation Grievance.** Claims involving retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to Company representatives. This thirty (30) day limitation may be waived by mutual consent of the parties.

**Section 4.6 Selection of Arbitrator From Federal Mediation and Conciliation Service.** The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Such requests shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The remaining person shall be the arbitrator.

**Section 4.7 Arbitration - Rules of Procedure.** Arbitration pursuant to Step 4 shall be conducted in accordance with the following:

**4.7(a)** The arbitrator shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.

**4.7(b)** The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

**4.7(c)** The arbitrator shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement of both parties.

**4.7(d)** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

**4.7(e)** Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**4.7(f)** The compensation and necessary expenses of the arbitrator, mutually approved in advance, shall be borne equally by both parties.

**4.7(g)** The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

**Section 4.8 Extension of Time Limits by Agreement.** Any grievance not advanced to the

next Step by the time limits described in this Article will be considered withdrawn and the grievance will be closed with no further action. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

**Section 4.9 Agreement Not to be Altered.** In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**Section 4.10 Conference During Working Hours.** All conferences resulting from the application of provisions contained in this Article shall be held during working hours.

**Section 4.11 International Representative, When Not Available May Authorize Designee.** For any period that the International Representative is unavailable to serve in that capacity under this Article 4, he may designate an accredited Union representative to act for him, as his designee. As to each such period of unavailability, authorization of the Designee will be accomplished by the International Representative informing the appropriate Company representative of the expected period of International Representative's unavailability to perform his duties under this Article 4. He shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

**Section 4.12 Signing Grievance Does Not Concede Arbitral Issue.** The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance procedure under the terms of this Article.

## **ARTICLE 5 SENIORITY**

Both parties hereto agree that continued service over a period of time should increase the worth of an employee to his employer, and that length of service should receive recognition in case of promotion. Both parties further agree that the principle of seniority, where qualifications, productivity, and dependability are reasonably equal, shall be used for promotion or for retention in case of a reduction in force.

### **Section 5.1 Probationary Employees.**

**5.1(a)** For the first ninety (90) days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be established as of ninety (90) days prior to the completion date of his probationary period.

**5.1(b)** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. It is understood those employees who do not satisfactorily pass either the pre-employment medical test or the security background check will be considered probationary employees under this section. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

**Section 5.2 Establishment of Seniority.** The seniority date of each Employee shall be determined in accordance with the length of continuous employment with the Employer, or any predecessor Employer, at the Kirtland Fuels Contract Facility. The seniority date of each employee, who, subsequent to the effective date of this Agreement is hired or rehired into the unit shall be the effective date of such hire or rehire with TK&K Services, LLC, except that any break in service of less than one (1) year as the result of lay-off or granted leave, will be considered as continuous service.

**Section 5.3 Employees with Identical Seniority Dates.** When two or more employees have the same seniority date as herein provided, 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.

**Section 5.4 Accumulation Seniority.** Seniority shall accumulate to:

**5.4(a)** Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1, Recognition, of this Agreement:



**5.4(b)** Employees who are promoted to positions supervising bargaining unit employees, shall retain and continue to accumulate seniority for a period of one hundred and eighty (180) calendar days, while they remain in a supervisory position;

**5.4(c)** Employees while on active military service and reinstated in compliance with applicable law;

**5.4(d)** Time spent on authorized leave of absence for Union business in accordance with Article 8, Leave of Absence;

**5.4(e)** Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff status provided in Section 5.4(h);

**5.4(f)** Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;

**5.4(g)** The first 30 days of any other authorized leave of absence;

**5.4(h)** Time spent on layoff for a period not to exceed three (3) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year;

**Section 5.5 Loss of Seniority.** An individual shall lose seniority rights for the following reasons:

**5.5(a)** Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Company, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned;

**5.5(b)** Discharge for cause;

**5.5(c)** Failure to respond with an acceptance within seven (7) calendar days after receipt of a recall from layoff notice by certified mail (unless such period is extended by the Company);

**5.5(d)** Failure to report for work within fourteen (14) calendar days after acceptance or on such later date as may be designated by the Company;

**5.5(e)** Failure to keep the Company advised while on active layoff, of any changes in current mailing address. The Company will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;

**5.5(f)** Layoff for a period in excess of three (3) years (or for employees with less than one (1) year seniority, layoff in excess of one (1) year);

**5.5(g)** Retirement;

**5.5(h)** Absence in excess of three (3) consecutive working days without notice, either by telephone or written message or by messenger to his immediate supervisor shall constitute resignation as in 5.5(a) above, unless satisfactory evidence of inability to report for work is shown. Note: Written communication may include email or text; however, email or text communication will not be considered as received unless the receiver acknowledges receipt to the sender within 5 minutes of transmittal by the sender.

## **ARTICLE 6. WORKWEEK, HOURS OF WORK, SHIFTS**

**Section 6.1.** Employees will receive two (2) consecutive days off during the seven (7) day workweek period. The Company will attempt to meet its non-regular workweek assignments on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirement, the Company may designate and require the necessary number of employees to work the non-regular workweek. Each employee will be assigned to a shift with designated start times.

**Section 6.2 .** The starting time of the various shifts will be as follows:

- 1st shift will be any shift starting between the hours of 6:00AM and 7:00AM
- 2nd shift will be any shift starting between the hours of 3:00PM and 4:00PM
- 3rd shift will be any shift starting between the hours of 11:00 PM and 12:00 AM

Shift changes will be assigned within each shift, in fifteen (15) minutes increments, beginning at the start of shift.

Prior to any change of starting times for various shifts and/or work day(s), the Company will discuss the issue with the Union. In the event that it is necessary to change the starting time of a shift and/or work day(s), at least forty-eight (48) hours' notice will be provided to employees whenever possible.

**Section 6.3.** Each workweek for payroll purposes shall begin at 00:01 on Saturday and end 168 hours later at midnight on Friday. The payroll period shall not be changed for the duration of this Agreement unless mutually agreed upon by the parties. The normal workweek shall be forty (40) hours consisting of five (5) days of eight (8) hours per day.

**Section 6.4.** Rest Periods. Employees will be allowed one fifteen (15) minute rest period before and one fifteen (15) minute rest period after lunch in each complete Scheduled workday, the time will be established by the Company.

**Section 6.5.** The Company may implement a Compressed Work Schedule when it is in the best interest of customer service, needed for mission support, or during contingency situations. Under the Compressed Work Schedule, the standard duty hours at Kirtland AFB will follow a schedule that allows for full-time employees to work four (4) – 10-hour days each week with three (3) consecutive days off, slightly differing from the common 40-hour work week of working a five (5) day workweek and two (2) consecutive days off. Employees are paid bi-weekly. This schedule is fully described in Attachment C – Letter of Understanding.

**Section 6.6.** Employees shall work up to the start of the rest periods and be at their place of work at the end of their rest periods. Depending on operations and schedules, employees may be required to work through their rest and periods and take them at a later or earlier time during the shift.

**Section 6.7 Shift Preference.** The Company shall have the exclusive right to assign employees to any shift and will normally provide a minimum of two (2) weeks advance notice; however, emergency or other extenuating circumstances, as defined by the Company, may result in less notice when necessary to meet the obligations of our contract with the Government. Subject to the foregoing, senior employees who have a shift preference on file shall be given preference over other employees and new hires for placement in an available job in their classification in their work center. Under no circumstances will the provisions of this Section 6.7 be construed to enable an employee, at his insistence and request, to displace a less senior employee from his job and shift. Assignment of employees to other shifts shall be first on voluntary basis, and if there are not volunteers, then the assignment of employees shall be in reverse seniority order of qualified employees to the designated classifications to meet mission requirements.

**6.8 Shift Bids.** Under the terms of this Agreement, the Company will open shift schedules for bid on a quarterly basis. Shift assignments will be on a seniority basis.

## **ARTICLE 7 OVERTIME**

**Section 7.1 Overtime.** The Company will attempt to meet its overtime requirements on a voluntary basis among the employees by seniority who normally perform the work on a straight time basis; however, in cases of selective overtime, new hires or rehires may be excluded for the first sixty (60) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime. A reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Company. If there are insufficient volunteers to handle the overtime work assignment, the least senior qualified employee will be required to take the work assignment.

**Section 7.2.** Time worked within an assigned shift period shall be compensated at straight time rates.

**Section 7.3.** Overtime shall be paid at one and one-half (1.5) times an employee's base rate, plus differential, if applicable, for all hours worked in excess for forty (40) hours in the workweek. Holiday and vacation pay shall be considered as time worked for the purpose of computing overtime. There shall be no pyramiding of overtime.

**Section 7.4. Wage Payment Basis.** Employees shall be paid for time worked computed to the nearest one quarter hour.

## **ARTICLE 8 LEAVE OF ABSENCE**

**Section 8.1 Authorized Leaves of Absence.** For the time period indicated in each instance, leaves of absence (without pay except to the extent vacation credit or sick leave credit can be used and is used under and in accordance with Articles 16, Vacations, and 17, Sick Leave) may be granted to an employee on the active payroll at the Company's discretion. The Company will not withhold approval without just cause.

**8.1(a)** In case of accident or illness, for the period of time the injury or illness requires that the employee be absent from work. The Company may require satisfactory proof of such illness. Alcoholism may be the basis for granting medical leave to individuals while under treatment at a recognized and accepted treatment center or hospital if such treatment is requested prior to the employee being terminated for unsatisfactory attendance or violation of other Company rules.

**8.1(b)** In pregnancy cases, upon request of the employee or at such time as leave shall be mandatory under any applicable law. The Company must be notified upon medical confirmation that a pregnancy exists.

**8.1(c)** Leave shall be granted for the period of time necessary to serve in the Armed Forces of the United States, subject to applicable law.

**8.1(d)** Leaves of absence without pay for Union business will be granted to employees of the Company who have been selected by the Union to attend such functions as conferences, conventions, and Union educational courses, not to exceed fifteen (15) days provided the Union notifies the Company in writing twenty (20) days in advance if possible and receives concurrence from the Terminal Manager or his designee. No more than one (1) employee may be on such leave at any one time.

Deviations to the advance notice and numbers of employees on Union leave will be handled on a case-by-case exception basis. Due to operational requirements such requests may be denied. The Company will respond to all requests for Union leave within five (5) working days of said request.

**8.1(e)** When an employee is appointed as a full time representative of the Union Representing the particular unit, or selected to a full-time Union position, for the period of time necessary to fill such position. Not more than one (1) employee shall be on such leave at any one time except by mutual agreement of the parties.

**8.1(f)** The Company may grant leaves of absence without pay for other reasons that the Company considers valid, such as Family Leave or for personal reasons.

**8.1(g)** Requests for leaves of absence must be made in writing to the Company and specify the reason for the absence.

**Section 8.2 Return from Leave of Absence.** Except as described in section 8.2, an employee shall be returned from leave of absence under the procedure below unless that

employee's job has been surplusd pursuant to Article 12.

**8.2(a)** When an employee returns from a leave of absence that was granted due to a work related industrial injury or industrial illness and is medically able to perform the job which was last held, the employee will return to the job last held

**8.2(b)** If employee is not able to perform the job last held due to medical limitation, he will be considered for any job he is qualified for and able to perform.

**8.2(c)** For return from leave or leave of absence due to non-industrial illness or due to pregnancy, provided leave has not exceeded one (1) year and employee can perform job last held, follow steps of Article 8.2(a).

**8.2(d)** If leave was granted for military service, the provisions of applicable laws shall apply.

**8.2(e)** For any other return from leave for whatever length of time than those specified above, the employee will be returned to job title last held providing there is an opening in such job classification.

**8.2(f)** If leave was granted to accept a full-time position with the Union, the employee will be returned to the job last held. If the last held job no longer exists, the employee will be returned to one of equal grade. The surplusd procedure will not apply to such employees during the term of union leave.

## **ARTICLE 9 SAFETY**

**Section 9.1.** The Company shall comply with applicable Federal, State and Local laws and regulations regarding safety and health, relative to its operations at KAFB, Albuquerque, NM. The Company will minimize and/or eliminate known hazards by reasonable safeguards. However, nothing in this article is intended to conflict with the Company's contractual requirements to the Defense Logistics Agency - Energy. Should a conflict arise, stipulations of Contract SP0600-14-C-5422 will prevail.

**Section 9.2.** There shall be a joint Company-Union Safety Committee composed of the Terminal Manager and one employee selected by the Union. The Committee shall meet regularly on an as-needed basis. Emergency Meetings of the Committee may be called at the request of either the Company or Union provided a bona fide emergency exists.

**Section 9.3.** Committee duties shall include a review of the site safety plan, recommendations for improvements in safety and health; provide safety training as needed; as well as other duties as may be agreed upon.

**Section 9.4.** The Company shall provide employees with required safety apparel and equipment. Additionally, the Company will provide employees the tools necessary for the performance of their duties. The Company will also provide the appropriate first aid and medical services to treat victims of accidents/health hazards on its premises.

**Section 9.5.** If an employee believes that a condition on the job presents a clear and present hazard endangering life, limb or health, the employee may refuse to perform that portion of the work exposing him/her to such hazard until the condition is corrected and/or the hazard minimized or eliminated. The employee's first obligation in such cases is to immediately inform his/her Supervisor or the Company Safety Manager of the condition.

**Section 9.6 Requirement of Medical Examination.** In the interest of continued safety of individuals and their fellow employees, any employee returning to work following a Medical Leave of Absence or extended medical leave or documented substantial inability to perform the majority of the employee's assigned duties and responsibilities, may be required through Government regulations, or by the Company, to undergo a medical examination by a doctor of the Government's or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from his own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for his analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute.



## **ARTICLE 10 SEPARABILITY**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## **ARTICLE 11 MISCELLANEOUS**

**Section 11.1 Security Matters.** The parties hereto jointly recognize and agree that the Company is under contract with the United States Air Force at Kirtland 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 when 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 security clearances, Identification Badges, Common Access Cards or other required credentials to perform work on Kirtland 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.

Should the Contracting Officer and/or any other authorized representative of the United States Government direct that any employee(s) be removed from any or all work for the contractor on this contract, the Company, to the extent it is authorized, shall provide such documents to the Union. The Company's compliance with the directives shall be subject to the grievance procedure except as to the fact of the action having been taken at the direction of the Contracting Officer and/or any other authorized representative of the U.S. Government.

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 of removal from work.

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. 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. Both the Company and the Union understand that national security and defense efforts take precedence over this Agreement.

The Union recognizes that the company is under contract with the Federal Government and the Company is required at all times to meet its obligations. Nothing in this Agreement is intended, nor will any provisions of this Agreement prevent the Company from fully meeting its obligations and responsibilities. The Union fully recognizes that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules and regulations as may be promulgated or imposed by the

Government.

It is further understood that if a security clearance is required in order to perform such work in the job classifications covered by the Agreement, that such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance by the Department of Defense or any other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such governmental agency may be grounds for reassignment to non-classified work, if available, for which the employee is qualified. If no such work is available, the employee shall be terminated from employment.

**Section 11.2 Non-Discrimination.** All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, gender, sexual orientation, or the presence of a disability except in those instances where, or the absence of a disability may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of Federal laws, such administration shall not be considered discrimination under this Section 11.2. Notwithstanding any other provision of Section 11.2 of this Agreement, a grievance alleging a violation of this Section 11.2 shall be subject to the grievance procedure and arbitration of Article 4, Grievance Procedure and Arbitration, only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 11.2 shall not be subject to the grievance procedure and arbitration under this Agreement.

**Section 11.3 Successor and Assigns.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their successors and assigns; but in the event The Company ceases to perform on the contract as identified in Article 1, Recognition; the Company shall be released from all obligations on the project(s) so affected under this Agreement. In the event that any other unit of the Company takes over any part of the business, as defined in the recognition Article of the Agreement, this Agreement shall remain in full force and effect.

**Section 11.4.** Employees who are injured at work and sent for medical treatment will be paid for the treatment time, and if directed, will be paid up to the end of their shift for time lost during that work day. Employees who have returned to work after a workplace injury or work related illness and are required to receive treatment or therapy for the workplace injury or illness, which is scheduled during their regular work, will be paid for the lost time (such payment may be provided through the regular Company payroll or derive from the employee's worker's compensation claim).

**Section 11.5.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

**Section 11.6 Bargaining Unit Status Report.** A quarterly seniority list will be provided to the Union. The report will include the following information:

- (a) Employee name
- (b) Mailing Address

- (d) Job title
- (e) Seniority date

**Section 11.7 Masculine-Feminine References.** In construing and interpreting the language of this Agreement, reference to the masculine such as "he", "him", or "his" shall include reference to the feminine.

**Section 11.8.** This Agreement represents complete collective bargaining and total agreement by the parties regarding wages, rates of pay, working conditions, hours and conditions of employment for the duration of this Agreement. Any aspect of hours, rates of pay, wages, conditions of employment, and any other matters not covered in this Agreement are declared to have been eliminated or waived for the term of this agreement. This Agreement shall not be modified, altered, changed, or amended in any respect, except by mutual agreement set forth in writing and signed by both parties.

**Section 11.9 Commercial Drivers Licenses (CDL):** Each employee on the Company's active payroll as of the date this Agreement is executed must possess and maintain a current CDL with Hazmat Endorsement issued by the state of New Mexico and a current DOT medical clearance. The employee must maintain the valid license and medical clearance throughout the period of employment. The Company will pay for all costs to renew CDL and Hazmat endorsements for the duration of employment with the Company. The Company will review each employee's divers license and medical clearance annually or as required by Government regulations. The failure or inability to maintain a current CDL with Hazmat endorsement and/or a DOT medical clearance will be cause for dismissal. Such dismissal is not subject to the grievance procedure described elsewhere in this agreement.

**11.9(a)** The Customer requires that the individual who performs accounting duties should not be the same individual that routinely performs the fuel handling task. To comply with this requirement, the Fuels Accountant may be exempted from the CDL requirement at the Company's discretion. The Accountant may be required to perform aircraft servicing and other related tasks on an occasional basis to maintain proficiency and certifications.

**11.9(b) CDL and Hazmat Endorsement for New Hires.** An employee hired after the date this Agreement is executed not in possession of a current CDL with Hazmat Endorsement issued by the state of New Mexico, will have 120-days from the date of hire to obtain the required CDL and Hazmat Endorsement and the appropriate DOT medical clearance. One thirty-day extension may be granted to the 120-day time limit under extenuating circumstances. The base wage for an employee who does not have the required licensing and medical clearance will be reduced by \$1.00 per hour. Failure to obtain a CDL and with the Hazmat endorsement and medical clearance within the required time frame will be cause for dismissal. Such dismissal is not subject to the grievance procedure described elsewhere in this agreement. The costs for obtaining the initial license and endorsement will be borne by the employee. After initial issue, the Company will pay for all costs to renew CDL and Hazmat endorsements for the duration of employment.

## **ARTICLE 12**

### **WORK FORCE ADMINISTRATION**

**Section 12.1 Layoff and Recall.** For the purpose of an indefinite layoff, i.e., reducing the number of positions in job classification and/or decreasing the workforce, the Company shall give advance notice to the Union and at least ten (10) working days' notice, or pay in lieu of notice to the affected employees and layoff as follows:

**12.1(a)** In effecting a reduction in force within a job classification, the following procedure shall be followed. The first selection would be probationary employees, followed by full time employees in reverse seniority order. It is further recognized that seniority will be the controlling factor in layoffs. However, qualifications, productivity, and dependability shall be considered.

**12.1(b)** Prior to implementing layoffs, affected employees in job classifications within functional work areas will be given the opportunity to seek voluntary layoff. Management will then review the certifications, qualifications and ability to perform available work to determine which of those who have volunteered may be granted voluntary layoff and which ones will be denied. After considering voluntary layoffs and additional layoffs are still necessary, then probationary employees in affected job classifications within functional work areas will be the next to be laid off.

**12.1(c) Return to Formerly Held Job.** Affected full time employees referenced in 12.1 (a), will be offered the job classification held immediately prior to their present job classification if their seniority permits.

**Section 12.2 Vacation Credit Following Lay-off.** Employees who are recalled from a layoff shall assume their previous anniversary date and shall bridge their previous vacation service time upon their return to work.

**Section 12.3 Recall From Layoff.** Employees who are on active layoff status from job classifications having job openings will be recalled in order of seniority, providing they have the required qualifications and are eligible for re-certification for that job.

**Section 12.4 Temporary Assignment.** The Company may temporarily assign employees to perform work assignments described for other job classifications.

**Section 12.5 Performance of Work.** Supervisors and other non-bargaining unit employees will not normally perform the duties of employees in the bargaining unit, except in emergency situations or for the purpose of instructing employees, and on an occasional basis to maintain proficiency and certification requirements.

**Section 12.6.** The Company needs every employee each working day to insure production and customer services are maintained. All employees scheduled for work and finding it necessary to be absent from work, shall notify the supervisor on duty as soon as possible, but no later than four (4) hours before the scheduled shift. An employee must report and state the reason for, and duration of, his absence each day that he is absent. In the event the supervisor is not available, the employee will contact the Fuels Service Center. If an

employee repeatedly provides less than four (4) hours' notice, he may be subject to disciplinary action. Note: Written communication may include email or text; however, email or text communication will not be considered as received unless the receiver acknowledges receipt to the sender within 5 minutes of transmittal by the sender.

**Section 12.7.** Employees will be disciplined for unexcused or excessive absences as follows:

- (a) Unexcused absences on three (3) consecutive work days, in which the employee will be deemed to have voluntarily resigned.
- (b) Unexcused absences on four (4) work days during any four (4) month period;  
or
- (c) Excessive tardiness, where in the Company's judgment, such tardiness interferes with the orderly operation of the Company's business or causes other employees or supervisors operations or disciplinary problems if such employee has been previously warned in writing.

**Section 12.8.** While an employee is required to give prior written notice of absence if possible each work day to be telephoned to the supervisor on duty, such contacts will not excuse an absence from possible disciplinary action. In the event the supervisor is not available, the employee will contact the Fuels Service Center.

**Section 12.9.** It is agreed by the Union and the Company, that although an employee may not have sufficient absences or tardiness to merit termination or discipline, the Company will be entitled nevertheless to consider the employee's current attendance and overall work record for the purposes of promotion eligibility.

## **ARTICLE 13 JURY AND WITNESS DUTY**

**Section 13.1.** An employee absent from work due to required jury duty will be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a maximum of eight hours per day, for each regular workday the government body summoned the employee. Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel preparation time). Second shift employees summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the time required to serve. Fees received for jury duty will not be deducted from such pay. Such payments shall be limited to thirty (30) days in one calendar year. The employee will furnish to the Company evidence satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section 13.1.

**Section 13.2.** An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a maximum of eight (8) hours per day, for each regular workday for which he is a witness. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. All other employees must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this time may be considered as travel preparation time). Such payments shall be limited to thirty (30) days in one calendar year. Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section 13.2 in circumstances where the employee (1) is called as a witness against the Company or its interests; or (2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance as a witness that meets the requirements of this Section 13.2.

## **ARTICLE 14**

### **SHORT-TERM MILITARY DUTY**

**Section 14.1.** An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with likely seniority, status, and pay that the employee is qualified to perform. Employee's who wish to return from work must notify the Company and return within the timelines established with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Section 14.2 Continuation of Health Benefits.** During a military leave less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 18 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

**Section 14.3 General.** In case of conflict between any of the terms of this Agreement and the provisions of USERRA, the USERRA provisions will prevail.



## **ARTICLE 15 RATES OF PAY**

**Section 15.1 Base rate of pay.** A listing of the job classifications and base rate ranges are set forth in the Wage Schedule (Addendum 1).

**Section 15.2 Reassignments.** When an employee is downgraded for any reason their hourly rate will be reduced to the hourly rate of the employee's new classification. Employees temporarily working in a higher classification will receive the higher rate for time worked in the higher classification.

**Section 15.3 Paydays.** Paydays for employees under this agreement on all shifts shall be bi-weekly with payday on Fridays.

**Section 15.4 Shift Differential.** An employee assigned to the second shift shall receive a shift differential of sixty (\$.60) cents per hour, which shall be added to his base rate and made a part thereof. An employee assigned to the third shift shall receive a shift differential of eighty-five (\$.85) cents per hour, which shall be added to his base rate and made a part thereof.

**15.4(a) Weekend Shift differential.** A weekend shift differential of twenty-five cents (\$.25) per hour shall be added to the employee's base rate, in addition to any other differentials, and made a part thereof for all hours actually worked between the hours of 12:00 AM on Saturday and continuing through midnight on Sunday.

**Section 15.5 Report Time/Call-In Time.** If a full-time employee reports for work in accordance with instructions he/she shall receive a minimum of four (4) hours pay at his/her base rate. Report time will not apply in case of emergency shut down arising out of any condition beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. A full-time employee that leaves work because of incapacity due to industrial injury will be paid eight hours pay at his/her base rate. A part-time employee shall be paid the remainder of his scheduled shift at his/her base rate.

**Section 15.6.** The decision to create a Lead shall be at the sole discretion of the Company and such rights shall not be subject to the grievance procedure.

## **ARTICLE 16 VACATIONS**

**Section 16.1.** Regular full time employees will receive two (2) weeks paid vacation after one (1) year of service; three (3) weeks after six (6) years of service; and four (4) weeks after fifteen (15) years of service. Length of service includes the whole span of continuous service with predecessor, present contractor, or successor contractor. (Any break of service of less than one (1) year as the result of lay-off or granted leave will be considered as continuous service).

**16.1(a)** Regular part-time employees will accrue paid vacation on a prorated basis. Accrual shall be based on a percentage of hours worked in the previous year.

**Section 16.2.** Vacation will be based on original date of hire with Company or predecessor contractor. A working day for vacation purposes is defined as eight (8) hours pay at the employee's current rate at the time vacation is taken, plus shift differential, if applicable, but excluding all premiums, bonuses, or overtime allowances.

**Section 16.3.** Vacation credited will be awarded on the anniversary of each year, and for employees with greater than one (1) year of service.

**Section 16.4 Termination.** An employee who is removed from active payroll who has reached his first anniversary date shall be provided pay-in-lieu of vacation.

**16.4(a)** An employee who has voluntarily resigned shall be paid for all vacation only if appropriate notice is provided in accordance with the TK&K Employee Handbook. Failure to provide proper notice may result in forfeiture of accrued vacation at the Company's sole discretion.

### **Section 16.5 Vacation Utilization.**

**Section 16.5(a)** It is the policy of the Company to grant vacation to employees after each year of service. It is believed that a reasonable period of time away from the job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Company as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a vacation each year. Every effort will be made to ensure that each employee uses all his vacation time for time off within the period of time available to him. Vacation must be approved and scheduled in advance with management approval; however, this approval will not be unreasonably withheld.

**16.5(b)** Employee's will be allowed to utilize vacation time in one (1) hour increments, with supervisory approval.

**16.5(c)** Requests of less than one week will be considered on an as requested basis.

**16.5(d)** The Company recognizes there may be some instances when emergency conditions will prevent the employee from filing their request within the required time. Emergency cases

will be approved on a case-by-case basis. If vacation is denied 30 days before an employee's anniversary date, the vacation is rolled over for 90 days into the succeeding anniversary years.

**16.5(e)** Eligible employees may carry over a maximum of one hundred twenty (120) hours into the next anniversary year.

### **Section 16.6 Voluntary Donation and Transfer of Vacation.**

**16.6(a) Authorization for Donated and Transferred Vacation.** An employee's unused accrued vacation may be voluntarily donated and transferred by that employee for use by another employee who is unable to work and has a need for such leave because of an unanticipated personal or family medical emergency. For purposes of this Article 16, a "medical emergency" means a medical condition of an employee or a family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time (at least 24 hours or in the case of a part-time employee at least 30 percent of the average number of hours worked per week) in conjunction with the employee's having exhausted his or her own vacation (or the employee's not otherwise having any accrued vacation available) and the employee being eligible for donated and transferred vacation under this Section 16.6(a).

**16.6(b) Eligibility.** An employee is eligible to be a recipient of donated and transferred vacation if he or she is a current employee who has exhausted all available accrued vacation and has received the Company's approval of an application to receive donated and transferred vacation from one or more vacation donors. Employees who are eligible for short-term disability, long-term disability, workers' compensation temporary disability payments, or any other form of income replacement are not eligible to be recipients of donated or transferred vacation under this Section 16.6.

**16.6(c) Application.** An employee requesting donated and transferred vacation must submit a written application to the Terminal Manager for approval of receipt of such vacation. If an employee is not capable of making application on his or her own behalf, an authorized personal representative of the potential vacation recipient may make written application on the requesting employee's behalf. Each application for donated and transferred vacation must include the reason for the time off, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and, if it is recurring, the approximate frequency of the medical emergency, and certification of the medical emergency from at least one physician or other appropriate medical care provider.

### **16.6(d) Donations and Transfers.**

(1) The Company will not be maintaining a bank or account of donated and transferred vacation, but voluntary donations and transfers of vacation will be allowed on a case-by-case basis as particular medical emergency situations arise. Donations and transfers of vacation will be on an hourly basis, that is, donations will be made in equivalent recipient whole hour increments, not dollar equivalents; and transfers to recipient employees will likewise be made in equivalent recipient whole hour increments, not dollar equivalents. The minimum donation and transfer will be eight (8) hours of vacation.

(2) After the Company's approval of a requesting employee's application for receipt of donated and transferred vacation, an employee wishing to donate and transfer vacation (hereinafter referred to as "donor employee") voluntarily will submit a signed and dated written request to the Terminal Manager for approval. The donor employee must designate in the request:

(a) The name of the approved vacation recipient to whom the hours are being donated and transferred; and

(b) The specific number of hours (at least eight hours) in one-hour increments of the donor employee's accrued vacation to be donated and transferred to the approved vacation recipient.

(3) Requests for donations and transfer of vacation under this Section 16.5(0 will not be unreasonably denied, however, the granting of requests for donations and transfer of vacation is at the discretion and option of the Terminal Manager, or the Company Operations Manager, based on the operational needs of the Company and the United States Government, and the Company's obligations and commitments under its contracts with the United States Government.

(4) A donor employee must have a minimum of sixty (60) hours of accrued vacation in order to be eligible to transfer hours to the approved recipient.

## **ARTICLE 17 SICK LEAVE**

**Section 17.1 Sick Leave.** Sick leave shall be used for an employee's illness or the illness of an immediate family member. Fifty-six hours will be awarded to an employee who completes their ninety (90) day probationary period and on each contract anniversary date thereafter (December 1).

New employees will receive one twelfth (1/12) of their annual entitlement for each month of service prior to December 1.

A working day for sick leave purposes is defined as eight (8) hours pay at the employee's current rate at the time leave is taken, plus shift differential, if applicable, but excluding all premiums, bonuses or overtime allowances.

**Section 17.2 Eligibility Conditions.** The sick leave/personal leave eligibility date is December 1<sup>st</sup> of each year.

### **Section 17.3 Allowance for Use of Time.**

**17.3(a)** In order to be entitled to sick/personal leave payments, an employee must notify the Terminal Manager or Assistant Terminal Manager prior to the absence. In the event that a management representative is not available, the employee must notify the Fuels Service Center. Notification is required at least 48 hours in advance when scheduling non-emergency use of sick time.

**17.3(b)** Employees will be allowed to utilize sick/personal leave in one (1) hour increments, with supervisory approval.

**Section 17.4.** Employees will have the ability to carryover sick/personal leave up to a maximum of fifteen (15) days.

**Section 17.5.** An employee who is involuntarily removed from the active payroll who has reached his first eligibility date shall be provided pay-in-lieu of sick/personal leave for all unused and awarded sick/personal time in his account, regardless of reason for termination.

**Section 17.6.** An employee who is removed from the active payroll as a result of a voluntary quit, who has not reached his first eligibility date, shall not be compensated for any sick /personal leave time accrued upon termination.

**Section 17.7 Bereavement Leave.** Up to three (3) days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule. Such pay shall be for eight (8) hours at his straight time base rate, including shift differential, if applicable, but excluding all premiums, bonuses, or overtime allowances, for each such day off; however, such pay will not be applicable if the employee received pay for such days off under any other provision of this agreement. Bereavement leave must be taken within the seven (7) days following the

death, funeral, or service. For the purpose of this Section 17.7, the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half-brother, and half-sister. The Company may require proof of death. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death, which has been certified by the State.

Note: For the purposes of this Section 17.7, the term "legal domestic partner" may be substituted for "spouse" and the persons having the equivalent relationships with such legal domestic partner as those described for a spouse will form the equivalent basis for eligibility for Bereavement Leave.

**Section 17.8.** It is expressly agreed between the parties that the terms of this Agreement and any accrual benefits are binding on any successor contractor or successor employer at Kirtland Air Force Base, Albuquerque, New Mexico whether said successor takes over all or part of the operation. Specifically, but without limitation accrued but unused sick leave/personal leave shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the Collective Bargaining Agreement shall continue to have their individual credit with said successor the full amount of sick leave accrued, and shall continue to accrue benefits of this Article.

## **ARTICLE 18 HOLIDAYS**

**Section 18.1.** The following holidays shall be observed by the bargaining unit personnel:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The actual date of observance will be determined by the customer. When changes to the above named holiday dates are contemplated, there will be mutual agreement between the parties.

This holiday list will be updated to include any new national federal holidays established by the government and subsequently incorporated into our contract with the Government.

**Section 18.2 Personal Floating Holiday.** Upon completion of one year of continuous Company service, employees will be entitled to one personal floating holiday. Employees may elect, pending management approval, any day during the calendar year to take such personal floating holiday. This floating holiday cannot be carried forward to another calendar year.

**Section 18.3 Non-worked Holidays.** Eligible full-time employees shall receive eight (8) hours pay for non-worked holidays (those holidays designated above); at their base rate in effect at the time the holiday occurs. Employees taking an unexcused absence the day before or after a holiday will not receive a holiday pay. Determination of excused or unexcused absence will be made by the Terminal Manager. Disputes regarding an unexcused absence may be subject to Article 4, Grievance Procedure. Eligible part-time employees will receive pro-rated pay for non-worked holidays (see Article 25).

**Section 18.4 Worked Holidays.** Employees required to work holidays will receive eight (8) hours of holiday pay plus the regular rate for time worked. Employees may elect to choose another paid day off in lieu of holiday pay.

**Section 18.5 Holidays During Vacation.** Should a holiday occur while an employee is on vacation, such day will be treated as a holiday not as a vacation day.

**Section 18.6 Holiday Observance When Occurring on a Scheduled Day of Rest.** When a holiday falls on an employee's scheduled day of rest, the holiday will be moved in accordance with the following:

**18.6(a)** If the holiday falls on the first day of rest, the last workday immediately preceding the holiday will be observed as the holiday.

**18.6(b)** If the holiday falls on the second day of rest, the first workday immediately following the holiday will be observed as the holiday.

**Section 18.7 Employees on Non-Regular Workweek.** For those employees who regularly work Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday," in that order, for the purpose of this Article 18. Should any of the holidays observed by the Company occur on such a "Sunday," the following day shall be considered as a holiday for such employees: Should any of the holidays observed by the Company occur on such a "Saturday", the preceding day shall be considered as a holiday for such employees.

**Section 18.8 Holiday Work Schedule.** Holiday shifts schedule shall first be offered to full time employees on the applicable shift in order of seniority. If open spots remain, they will be offered to part-time employees in order of seniority. This process will be executed until spots are filled. If spots are still vacant, then the least senior full time employee on that shift will be scheduled to work on the holiday.



## **ARTICLE 19 GROUP BENEFITS**

**Section 19.1 FULL-TIME EMPLOYEES.** Fringe Benefits - Each full time employee will receive \$4.64 per hour worked up to a maximum of 40 hours per week for health, welfare, or 401k benefits. For purposes of calculating H&W benefits, hours worked includes PTO, but does not include overtime hours. Employees are not eligible for medical insurance until the first of the month following thirty (30) full days of service. Each full-time employee may elect to receive individual medical, dental, vision, or long term disability and a 401k Plan.

**19.1(a)** All employees are required to enroll in Life Insurance, Short Term Disability (full-time employees only), and Accidental Death and Dismemberment.

**19.1(b)** Premiums for all mandatory and any optional coverage elected will be deducted from the fringe benefit allowance. If the cost of such coverage exceeds the fringe benefit allowance, the difference will be deducted from the employee's regular earnings. If the cost of such coverage is less than the allowance, the employee will be paid for the difference. Any credit to an employee provided herein which is not utilized to pay for health, welfare or 401k coverage will be paid to the employee not less than bi-weekly if the employee takes no coverage.

**19.1(c)** The Company shall provide itemized information of the Fringe Benefits (Health and Welfare) deductions from their Fringe Benefit allowance (Article 19.1 and 19.2).

**Section 19.2 PART-TIME EMPLOYEES.** Part-time employees are subject to the mandatory enrollments described in this Article 19.1(a) (other than Short-Term Disability) and may enroll in additional optional coverages for which they are eligible. Premium payments and excess fringe benefit credits will be managed as described in this Article 19.1(b).

**Section 19.3 Annual Fringe Benefit Adjustment.** The monthly fringe benefits rate shall be increased by 4.5 % each year on December 1<sup>st</sup> as shown in the table below:

<u>Effective Date</u>	<u>% Increase</u>	<u>New Hourly Rate</u>
December 1, 2021	-	\$4.64
December 1, 2022	4%	\$4.80
December 1, 2023	4%	\$4.97

## **ARTICLE 20**

### **SAVINGS PLAN 401(k)**

**Section 20.1 401(k).** The Company will contribute \$1.00 per hour worked, up to a maximum of 40 hours per week by each employee, to the TK&K Services, LLC, 401(k) Plan.

**Section 20.1(b)** The Employee may also contribute up to the Federal Legal Limit of their earnings into the 401(k) and take advantage of the associated income deferment.

**Section 20.2.** The provisions of the Plan are subject to revisions due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). If the provisions of the Plan that are described in the Plan Documents change, the employee will be notified in writing.

## **ARTICLE 21 DRUGS AND ALCOHOL FREE WORKPLACE**

**Section 21.1.** The Union acknowledges the Company right to implement a Drug-Free Workplace Policy in compliance with the Drug Free Workplace Act of 1988.

**Section 21.2.** The Company will implement drug and alcohol testing (a) to the extent necessary to comply with said laws and regulations and (b) to the extent the Company otherwise believes it necessary to achieve a drug-and alcohol-free workplace.

## **ARTICLE 22 UNIFORM ALLOTMENT & MAINTENANCE**

**Section 22.1.** Full-time employees will receive an annual maximum uniform allowance of six-hundred dollars (\$600.00) to be given to each Fuels Distribution Systems Operator. Employees will be permitted to expend the uniform voucher in two (2) equal installments to be used in the Spring and Fall of the year, as needed.

The Company will identify a uniform provider and uniforms items bearing a Company-approved logo will be purchased through the provider. The uniform allowance will be used for purchase and maintenance of the following items:

- One winter insulated jacket with Company-approved logo
- Shirts with Company-approved logo
- Dark blue jeans
- Dark blue shorts, if desired (may not be worn when safety or other operational considerations prohibit them)

**Section 22.2.** The following safety items will be purchased and replaced by the Company:

- Hearing protection, muffs and plugs
- Gloves-specialized and leather
- Goggles, visors and face shields
- Cotton coveralls for Liquid Oxygen operations
- Other Personal Protection Equipment as specified in Government Regulations

Part-time and new employees will receive a prorated uniform allowance (see Article 25).

## **ARTICLE 23 TRAVEL AND EXPENSE REIMBURSEMENT**

**Section 23.1.** Any employee required to travel in connection with their job will be paid per diem in accordance with the U.S. Government's Joint Travel Regulations (JTR). Employees required to use their personal cars for company business will be paid the current mileage rate listed in the JTR. In all cases, employees must comply with the JTR.

**Section 23.2.** Employees will not be required to incur any cost for travel at the Company's direction. The Company will advance any non-prepaid per diem, hotel and travel costs to the employee prior to the employee taking the assignment. All advance payments to the employee must be receipted. Any excess payments must be returned to the Company upon the employee's return from the travel assignment.

**Section 23.3.** In all cases, employees must comply with the JTR unless prior authorization for deviation from the JTR has been given by the Company. Personnel assigned to off-site work or asked to travel for Company business shall receive adequate quarters in accordance with the JTR Quarters Document for civilian personnel. Expense reports must be completed and turned in to the Terminal Manager no later than five (5) working days after return.

## **ARTICLE 24**

### **PROMOTIONS, ASSIGNMENTS AND TRANSFERS**

**Section 24.1** Vacancies shall be posted and held open for a period of five (5) workdays.

- a. The posting will include the position, job duties, rate of pay, and minimum experience needed to perform duties required of the position.
- b. The election process shall be completed within thirty (30) workdays of the close of the job posting.

**Section 24.2.** Applications for vacancies will be in writing to the Terminal Manager who shall affix thereon a date and time to validate receipt of application. Applications received after the closing date will not be considered. Should a question arise as to receipt of applications, the Union can review the application.

**Section 24.3.** Employees will not be awarded a job when such award would create a conflict of interest, that is, when the position would report to, either directly or indirectly, a family member as defined by Company policy.

**Section 24.4.** When an employee is awarded a posted job, and such employee fails to satisfactorily perform the duties thereof within a sixty (60) calendar days trial period after assuming the position, the employee will be returned to the job last held (which may be filled on a temporary basis) prior to award of such posted job provided the classification has not been abolished. Employees so returned shall not be eligible to bid again or selected for the job from which they returned for a period of six (6) months.

**Section 24.5.** Positions shall be awarded on the basis of the employee's prior completion of mandatory formal training courses, experience, skill, and ability to perform the duties of the position. When it is determined that the experience, skill, and ability of two or more bidders are relatively equal, seniority shall govern. The intent of this paragraph is to permit employees with the associated skills, experience, training, and ability to fill the vacancy or new position, but will not apply for the selection of a Lead position. An employee awarded a job vacancy shall be reclassified to the promoted job classification and rate of pay as of the effective date of the promotion.

**Section 24.5(a)** Employees who are selected for Lead positions but fail to perform the job duties effectively within the sixty (60) day trial period will be placed in the shift and position vacated by the successful replacement applicant.

**Section 24.6.** Temporary or part-time employees may be utilized by the Company to replace regular employees absent due to vacation, special leave, unpaid leave of absence, absence of personal illness or injury, Workers' Compensation injury, or to staff special projects. Such temporary employees shall be limited to assignments of not more than thirty (30) calendar days, unless extended by mutual agreement between the parties.

**Section 24.7.** Reserved.

**Section 24.8. Reserved.**

**Section 24.9.** There shall be no establishing of new classification or posting of new positions within the bargaining unit until the duties and salary of the prospective position have been negotiated between the Company and the Union.

**Section 24.10 Temporary Upgrades.** Employees who are temporarily upgraded to perform higher rated work for more than six (6) hours in a workday will receive the rate of pay of the higher classification for all hours worked in the shift.

**Section 24.11 Workload Management.** In the event that an employee is unable complete his assigned tasks by the close of business, for reasons beyond his control, the employee should contact his Supervisor and notify him as soon as possible before the end of his shift. If the employee provides prompt notification of such reason, the Company will not arbitrarily discipline. If there is reason to discipline such action will be subject to the grievance procedure contained in Article 4.

## **ARTICLE 25 PART TIME PERSONNEL**

**Section 25.1.** The Company has the right to employ part-time personnel in any Bargaining Unit position. The Company agrees that no more than thirty seven and one-half percent (37.5%) of the bargaining unit positions will be classified as part-time. Part-time is defined as employees who regularly work less than 30-hours per week.

**Section 25.2.** Part-time employees are entitled to the same base pay rate and shift differentials as full-time employees.

**Section 25.3.** Part-time employees will receive pro-rated Holiday pay for non-worked holidays. The pro-rated amount is based on hours worked during the look-back period as defined in 29 CFR, Chapter 4. Part-Time Employees who work on a Holiday will receive double their base-rate, including shift differential, for the hours actually worked. Part-time personnel do not receive a personal floating holiday.

**Section 25.4.** Part-time employees will accrue vacation time on a pro-rated basis based on hours worked during the look-back period as defined in 29 CFR, Chapter 4.

**Section 25.5.** Part-time employees may not carryover vacation time.

**Section 25.6.** Part-time employees are not eligible for sick leave.

**Section 25.7.** Part-time employees are not eligible for bereavement leave.

**Section 25.8.** Part-time employees may participate in any benefit program for which they qualify. Benefit costs will be deducted from any payments due and if the earned benefit amount is insufficient to cover the total premium, the remainder will be deducted from the employee's net pay.

**Section 25.9.** Part-time employees are not eligible to receive Jury or Witness Duty pay.

**Section 25.10.** Part-time employees will receive a pro-rated uniform allowance based on the projected employment utilization rate.

**Section 25.11.** All other provisions of this Agreement apply equally to full and part-time personnel.

**Section 25.12.** Part-time employees must provide an updated statement of availability to work each quarter on 1 December, 1 February, 1 May, and 1 August using the PART TIME AVAILABILITY WORKSHEET at Addendum 2. Part-time personnel may be scheduled to fill known shift vacancies based on their availability and group seniority.

Part-time personnel may also be used to fill vacant shifts on an as-needed call-in basis. A Manager will determine when a part-time employee is required and initiate a call-in by notifying part-time employees based upon their most current part time availability worksheet and seniority. If the shift is not filled following the call-in the remaining part-time employees



will be called and offered the shift in order of seniority. If calls are not answered, the number will be redialed after five minutes. If the second call is again unanswered, the employee will be deemed unreachable, and the next person in line will be called. If the call is answered via a voicemail system, a message will be left indicating the time and date of the call and the details of the shift to be filled. The next employee on the roster will be called and the process will continue until an employee accepts the shift. If an employee who was not reached calls the manager back and accepts the work they may bump a less senior employee who also accepted the work, provided they call back within one (1) hour from the time they were originally notified AND the shift reporting time is at least four (4) hours from the time of their returned call.

If a part-time employee fails to answer their phone, or return the call within the one (1) hour period they will be deemed unreachable.

Part-time employees who have previously accepted available, call-in shifts for the applicable week and are scheduled for forty (40) hours cannot accept the work unless approved by a Manager.

Part-time employees who refuse or decline to accept work, or are deemed unreachable, during a period in which they stated their availability will be charged with an unexcused absence. Part-time employees who accumulate three (3) unexcused absences within a hundred and twenty (120) day period will be subject to the disciplinary process, to include discharge; however; no employee will be assessed more than one unexcused absence in a twenty-four (24) hour period or if they have reported to work within the last 72 hours. The Union Steward will be notified whenever an employee with stated availability declines to accept work or is deemed unreachable.

The discipline process for unexcused absences will normally follow a progressive process. The first instance will result in a verbal warning. A second instance will result in a written warning. The third instance will result in a minimum 40-hour suspension from work. A fourth instance may result in termination of employment.

## **ARTICLE 26 TERM OF AGREEMENT**

**Section 26.1.** This Agreement shall continue in full force and effect following ratification by the Local Union membership, from 12:00 AM, December 1, 2021, through 11:59 PM November 30, 2023, unless extended by mutual agreement.

**Section 26.2.** Negotiations on a successor agreement will begin not less than ninety (90) days prior to the termination of this agreement.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their authorized representatives.

Dated this \_\_\_\_ day of November 2021.

### TK&K SERVICES, LLC

### COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC

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Edward Kurja  
Vice President

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Eric Benjamin  
International Staff Representative

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Paul Thurston  
President

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Robert Gonzalez  
President, CWA Local 7011

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Kenny Bodkin  
Bargaining Unit Representative

**Addendum 1  
WAGE SCHEDULE**

<b><u>TITLE</u></b>	<b><u>12/1/2021</u></b>	<b><u>12/1/2022</u></b>	<b><u>12/1/2023</u></b>
FUELS DISTRIBUTION SYSTEMS OPERATOR	\$26.86	\$27.67	\$28.50
FUELS ACCOUNTANT	\$27.94	\$28.78	\$29.64
LABORATORY TECHNICIAN	\$27.94	\$28.78	\$29.64

**Lead Differential.** Employees who are selected to a Lead job title will receive a one-dollar fifty-cents (\$1.50) per hour allowance for all hours worked in the job title, in addition to any other differentials or allowances.

## ADDENDUM 2 PART TIME AVAILABILITY WORKSHEET

EMPLOYEE NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

FORECAST PERIOD FROM: \_\_\_\_\_

TO: \_\_\_\_\_

	<b>Day Shift</b> Start as early as 06:00 Stay as late as 16:00	<b>Swing Shift</b> Start as early as 15:00 Stay as late as 00:00	<b>Midnight Shift</b> Start as early as 23:00 Stay as late as 08:00
<b>Sunday</b>	YES or NO	YES or NO	YES or NO
<b>Monday</b>	YES or NO	YES or NO	YES or NO
<b>Tuesday</b>	YES or NO	YES or NO	YES or NO
<b>Wednesday</b>	YES or NO	YES or NO	YES or NO
<b>Thursday</b>	YES or NO	YES or NO	YES or NO
<b>Friday</b>	YES or NO	YES or NO	YES or NO
<b>Saturday</b>	YES or NO	YES or NO	YES or NO

ATTACH ADDITIONAL SHEETS IF NECESSARY

Comments:

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REFER TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT, ARTICLE 25 FOR ADDITIONAL INFORMATION REGARDING AVAILABILITY FORECASTING AND CALL-IN PROCEDURES

\_\_\_\_\_  
Employee Signature/Date

\_\_\_\_\_  
Manager Signature/Date

NOTE: This form may be updated as necessary by mutual agreement of the Company and the Union.

Attachment A  
Dues Deduction Authorization Card

SOCIAL SECURITY NUMBER	PRINT YOUR NAME (LAST, FIRST, MIDDLE)		
WORK ADDRESS	CITY	STATE	ROOM NUMBER

AUTHORIZATION OF DEDUCTION FROM SALARY  
EQUIVALENT OF UNION DUES • CWA

I hereby authorize TK&K Services, LLC to deduct each pay-period from my salary or wages, sickness or accident, disability payments, or vacation payments, except 60% pay disability payments, the amount equal; to regular monthly Union dues as certified to the Company by the Secretary Treasurer of the Communication Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the Company to the Secretary Treasurer of the Communications Workers of America or their duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. The authorization shall continue in effect until cancelled by written notice signed by me and individually sent by certified or registered mail to the Company and to the Union, postmarked during the fifteen (15) calendar pay period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement or during the fifteen (15) day period prior to the termination date to the current or any subsequent Collective Bargaining Agreement.

Effective \_\_\_\_\_ 20 \_\_\_\_\_ ORGANIZATION \_\_\_\_\_ LOCAL NO. \_\_\_\_\_

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and Agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

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**MEMBERSHIP APPLICATION FORM**

Name \_\_\_\_\_ (Print) Social Security No. \_\_\_\_\_

Address \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**COMMUNICATIONS WORKERS of AMERICA**

I hereby request and accept membership in the COMMUNICATIONS WORKERS OF AMERICA and when accepted by the Local agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local to whom I am assigned.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Benefit Date \_\_\_\_\_ Present Title \_\_\_\_\_

Department \_\_\_\_\_ Work Location \_\_\_\_\_

Voting Section \_\_\_\_\_ Representative \_\_\_\_\_

Initiation Fee\$ \_\_\_\_\_

Home Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Registered Voter \_\_\_\_\_

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and Agency fees, however, may be deductible in limited circumstances subject to various restrictions is imposed by the Internal Revenue Code.

**Attachment B  
COPE Deduction Authorization**

PAYROLL NUMBER (IF REQUIRED)	SOCIAL SECURITY NUMBER	PRINT EMPLOYEE NAME
<b>PAYROLL AUTHORIZATION CARD</b>		<p align="center"><b>CWA-COPE POLITICAL CONTRIBUTIONS COMMITTEE</b></p> <p>I hereby authorize my employer to deduct from my wages the sum of \$ _____ <b>each pay period</b> and to remit such amount to the Communications Workers of America Committee on Political Education Political Contributions Committee. ("CWA-COPE PCC")</p>

**THIS AUTHORIZATION IS VOLUNTARILY  
MADE BASED ON MY SPECIFIC  
UNDERSTANDING THAT:**

▶ The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.

- FOLIO HERE -----
- ▶ I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.
  - ▶ Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year.
  - ▶ Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.
- Check one:     New Enrollment                       Change of Amount

EMPLOYEE SIGNATURE	DATE	LOCAL NUMBER
EMAIL ADDRESS	STREET ADDRESS	CITY                      STATE                      ZIP
NAME OF EMPLOYER	OCCUPATION	

Authorized by the Communications Workers of America and the AFL-CIO on behalf of a joint fund-raising effort by CWA-COPE PCC and AFL-CIO COPE PCC. 7B

## **Attachment C Compressed Work Schedule**

The Company may implement a Compressed Work Schedule when it is in the best interest of customer service, needed for mission support, or during contingency situations. Under the Compressed Work Schedule, the standard duty hours at Kirtland AFB will follow a schedule that allows for full-time employees to work four (4) – 10-hour days each work week with three (3) consecutive days off, slightly differing from the common 40-hour work week of working a five (5) day workweek and two (2) consecutive days off. Employees are paid bi-weekly. This schedule is further described below.

A. The work week provides 24-hour coverage each day Saturday through Friday and a shift is comprised of ten (10) hours for full-time employees. Full-time employees will receive three (3) consecutive days off after completing their four (4) day/10-hour work week.

B. Part-time employees will be scheduled as needed and will be in accordance with existing guidelines in the Collective Bargaining Agreement, as stated in Article 25.

C. Payroll cut-off is Friday of each week and the payroll guideline in Section 6.3 of the Collective Bargaining Agreement remain unchanged. The typical Compressed Work Schedule hours are:

### **Full Time Employees**

0500-1500 - Early shift to start inspections.

0700-1700 - Normal Day Shift

1300-2300 - Normal Swing Shift. (Second shift differential pay applies)

2200-0800 - Normal Night Shift. (Third shift differential pay applies)

D. When a paid holiday occurs on a day in which an employee is scheduled to work a ten (10) hour day in a designated Compressed Work Schedule area, such an employee will receive the same paid time for Holiday pay as in his assigned and scheduled work week/day.

E. Collective Bargaining Agreement articles governing rest periods, shift bids and overtime remain unchanged.