

AGREEMENT BETWEEN

Chenega Security & Support Solutions, LLC (CS3)

and

International Union, Security, Police and Fire

Professionals of America (SPFPA) and its

Amalgamated Local 300

At

NASA/Johnson Space Center

Houston, Texas

March 25, 2017 through September 30, 2019

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PREAMBLE

This Agreement, effective March 25, 2017 is entered into by Chenega Security & Support Solutions, LLC (CS) and its' sub-contractor (s), its successors by acquisition or sale and assigns, hereinafter referred to as the "COMPANY" or the "EMPLOYER" at their operations at the Johnson Space Center (JSC), under government contract for protective services, National Aeronautics and Space Administration (NASA), JSC, and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local No. 300, their successors and assigns; hereinafter referred to as the "UNION", as the sole and exclusive representative for collective bargaining of the employees covered by the Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement supersedes any previous agreement between the parties including existing or any preexisting practices or customs not specifically covered by this Agreement.

ARTICLE 1 – SCOPE AND PURPOSE OF AGREEMENT

Section 1.1 It is the intent and purpose of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations between the COMPANY and the UNION to set the rates of pay, wages, hours of work, and the other terms and conditions of employment of employees as stated by this Agreement.

Section 1.2 The COMPANY recognizes the UNION as the sole and exclusive collective bargaining representative for all full-time and part-time Security Officers, Physical Security Specialists, Dispatch Operators, (as certified by the NLRB on January 23, 1964 in Case No. 23-RC-2165), Leads, Bicycle Patrol officers, Hazmat Inspectors and Vehicle Patrol Officers employed by the Company at its operations providing security services for NASA Johnson Space Center site, including offsite locations at Ellington Field and Sonny Carter Training Facility, in Houston, Texas, but excluding locksmiths, sensitive waste technicians, office and clerical employees, training officers and supervisors as defined in the Act.

Section 1.3 Except as otherwise indicated in this Agreement, the following terms shall have the following meanings:

- a. “Employee” or “Employees” are those persons employed in the classifications identified in Section 1.2.
- b. “Company” means its Chenega Security & Support Solutions, LLC (CS³).
- c. “NASA Johnson Space Center” or “site” shall include, for purposes of this Agreement only, the main site, Ellington Field, and the Sonny Carter Training Facility, to the extent employees are assigned to provide security services to NASA (Contract No. NNJ12JB86C) and its successor contract.
- d. “UNION” means International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local No. 300.

The following job classifications are:

- Security Officer (27102-Guard II)

- Physical Security Specialist (Police Officer I)
- Dispatch Operators (27004-Alarm Monitor)
- Patrol Officers (Guard II)
- Hazmat Inspectors (Guard II)

Section 1.4 New and/or Changed Classifications

If new classifications are established by NASA, or the COMPANY, and added to the bargaining unit or, if the duties of existing bargaining unit classifications are substantially changed, the COMPANY shall forward the changes and any proposed wage scale to the UNION for review. The COMPANY shall retain all rights as to new and/or changed classifications provided that where applicable under law, the UNION shall retain the right to bargaining in accordance with such law.

Section 1.5 Excluded: Locksmiths, Sensitive Waste Technicians, Office and Clerical Employees, Training Officers and Supervisors as defined in the Act.

Section 1.6 The Company shall provide the UNION a list of employees included in the classifications, covered by the bargaining unit, within a reasonable period following ratification. The list shall include their job classification. The Company shall provide periodic updates to include all newly hired employees, in classifications, included in the bargaining unit.

Section 1.7 This agreement is entered into, under the terms of the NLRA, as amended, as above stated, for the mutual interest of the present and future employees, and of the Company, to further the efficiency and economy of operations and to stabilize employment under reasonable hours, rates of pay and working conditions. It is recognized, by the Agreement, to be the duty of the Company and the Union to cooperate fully, both individually and collectively, for the advancement of this purpose.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management of the business and the direction of the security forces are the exclusive right of the COMPANY which has authority over the work force, including but not limited to the right to:

- a. Hire
- b. Determine the number, location and types of guard posts
- c. Direct the work force and manage the business
- d. Assign work and work stations
- e. Discontinue any posts temporarily or permanently
- f. Assign, promote, upgrade, downgrade, layoff, recall, and transfer employees
- g. Demote, discipline, suspend, or discharge for just cause
- h. Cease operations
- i. Maintain order, efficiency and capability of employees in operations
- j. Determine the composition and number of shifts and the starting and ending times of each shift
- k. Require employees to observe reasonable rules and regulation, as are currently in force or as may be introduced during the term of this Agreement
- l. Select individuals in its sole discretion for promotion to supervisory/managerial positions and
- m. The UNION acknowledges that the Company may make lawful amendments, revisions, additions, deletions and/or changes to the Company's Policy and Procedures or General Orders. Any changes shall be provided to the UNION ten (10) days prior to issuance (when practicable) of such changes. The right to impact bargaining over any such change shall be waived unless the UNION requests impact bargaining in writing within thirty (30) days of implementation.

Section 2.2 The above rights of management are not inclusive of all manners or rights, which belong to and are inherent to management. Any other rights, powers, or authority the COMPANY had prior to the signing of this Agreement are retained by the COMPANY, except those specifically abridged or modified by this Agreement and any supplemental agreements that may be hereafter made.

Section 2.3 COMPANY agrees to provide written notice to the UNION with any Employee qualification changes required by NASA.

Section 2.4. The Company and its employees are providing a service to the United States Government, which bears responsibility and authority for providing security and other services for the facilities provided for in the Company's contract with the Government. Therefore, express written instructions of the U.S. Government must be complied with, including the removal of an employee at the request of the US Government, and shall not be a violation of this agreement and are not subject to the grievance or arbitration procedure. Employee's seniority rights will not be abridged. The Company will provide notice to the Union of such written instructions or directives and, upon request, discuss the impact upon employees.

Section 2.5 The Company shall make available to the UNION and bargaining unit employees the Company's Policies and Procedures (C.P.P) and General Orders (G.O) pertaining to employee-employer regulations. The Company agrees to discuss the impact on bargaining unit employees prior to implementation.

Section 2.6 In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

ARTICLE 3 – STRIKES AND LOCKOUTS

As this Agreement provides for the amiable adjustment of any and all disputes or grievances, the Company agrees not to lock out any employees while this Agreement is in effect and the Union agrees that they will not cause or call any strike, sit-down, stay-in or slow-down.

ARTICLE 4 – DUES DEDUCTION

Section 4.1 The Employer will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached. Such deductions shall be made semi-monthly from the first paycheck of each month, or the first pay received in the month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary sheet showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Secretary-Treasurer of the International Union, SPFPA within fifteen (15) days after the first regular payday of the month.

Section 4.2 The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month preceding the date that deductions are to be made. Deductions shall be made from each payroll check at the rate of 1/24 of the annual dues for the employee, provided that the deduction has been properly authorized as outlined above.

Section 4.3 Upon timely demand received from the Employer, the Union agrees to represent and indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles such defense will be provided by a lawyer approved by the company. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 5 – PHYSICAL I PSYCHOLOGICAL EXAMINATIONS

Section 5.1 Physical examinations including psychological examinations of employees may be required periodically by the COMPANY at the expense of the COMPANY and without loss of pay. Should an employee disagree with the results of a COMPANY physical examination or a COMPANY psychological examination affecting, his employment status, such employee at his own cost if he may so desire submit a certificate of his physical or mental condition from a health care provider of his own choice. If there is a disagreement between the health care provider selected by the COMPANY and that selected by the employee, the two health care providers shall select a third health care provider, and the decision of a majority of the three health care providers shall be final and binding upon the employee and/or the COMPANY. The UNION and the COMPANY shall share the fee of the third health care provider equally.

Section 5.2 Employees will be given at least three (3) days prior notice for any annual physical examination.

Section 5.3 It is agreed that full-time and part-time employees will take physical examinations as follows:

- a. Employees on duty with pay.
- b. Employees off-duty, who are required to take a physical exam on their own time, will receive four (4) hours pay.
- c. Part-time employees who are required to take required physical examinations on their off day and will be paid (4) four hours' straight time pay.
- d. Vacation hours may be used by the employee to supplement their Worker's Compensation payments up to a maximum of one hundred percent (100%) of the officer's regular straight time without shift differential.

ARTICLE 6 – DISCIPLINARY ACTION

Section 6.1 Discharge or disciplinary action may be taken by the COMPANY for just cause, including but not limited to, violation of any reasonable rules and/or regulations.

Section 6.2

- a. Prior to any disciplinary action being taken, the COMPANY will hold a “fact” finding meeting with the employee. The COMPANY will advise the employee of his right to UNION representation during investigatory interviews which may lead to discipline, and if the employee requests representation, the UNION President, Vice President or Steward on duty will be notified. During the meeting, the COMPANY shall inform the employee of the nature of the complaint being investigated and the employee shall be given the opportunity to respond to the allegations.
- b. At the time, an employee is discharged or discipline is issued, the COMPANY will give the employee a written reason for his discharge or disciplinary action on a Disciplinary Action Report (DAR). The COMPANY will offer the employee the opportunity to request UNION representation during this meeting.
- c. An employee suspended, terminated, and/or ordered to leave his work for disciplinary reasons, before leaving the COMPANY's premises shall have the right to consult his Steward at a place for a reasonable length of time. Exception may be made to this provision, with immediate action taken by the COMPANY to remove an employee from the premises in cases involving possession or use of illegal drugs, drunkenness, violence, willful destruction of property, other such serious violations or at the written request of the Client.
- d. The Company shall notify the UNION President in writing within two (2) calendar days regarding all terminations of bargaining unit employees.
- e. When a bargaining unit employee makes an attempt to correct a mistake made, such action will be considered a mitigating factor in determining the appropriate level of discipline.

Section 6.3 In imposing any disciplinary action on a current charge, the COMPANY will not take into account any infractions occurring more than fifteen (15) months previously. Upon request of an(y) employee, the COMPANY will remove any disciplinary reports from his file that are in excess of fifteen months old. The COMPANY will maintain reports separately.

Section 6.4 Disciplinary action may be taken by the Company for just cause only, including, but not limited to, violation of any lawful and clearly established rules. Once a possible violation, or complaint has been brought to the attention of the Company, the Company will have 2 business days in which to start the investigation process if it deems that it is necessary to proceed with an investigation.

Section 6.5 Written notice (2 copies) of disciplinary action will be furnished to the affected employee.

Section 6.6 Lengths of disciplinary suspensions will not normally exceed ten (10) working days.

Section 6.7 The Company will follow the principles of progressive discipline except for more serious offenses warranting termination or where mitigating circumstances would escalate the seriousness of the offense.

- A. STEP 1: Counseling
- B. STEP 2: Performance Improvement Plan
- C. STEP 3: Final Written Warning
- D. STEP 4: Recommendation for Termination/Suspension

Section 6.8

6.8.1. Prior to any fact finding or disciplinary action being taken, the Company will notify the Employee of its intent to conduct a fact finding/disciplinary action. Upon request, the Company will inform the Employee/UNION of the nature of the complaint being investigated and the charge preferred. Upon request by the Employee, the UNION will be present during all fact finding or disciplinary interviews.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 For the purpose of the Agreement, a grievance is defined as a written statement signed by an individual employee or by the COMPANY, claiming a violation of the terms of this Agreement, including disciplinary discharge or suspension, or a difference arising between the COMPANY and an individual employee or a number of individual employees as to the interpretation or application of any of the terms of this Agreement. Nothing herein shall be construed as restricting the rights of individual employees to present complaints to the COMPANY through regular channels of the COMPANY, or the rights of the COMPANY to adjust such complaints, provided that adjustment shall not conflict with the provisions of this Agreement and that a representative of the UNION has been given the opportunity to be present at such adjustment, if requested by the employee and/or employees involved in the complaint. Grievances shall be settled promptly in the following manner, and if the time limits contained therein are not followed, the grievance shall be considered void. No waiver of such time limits shall be effective unless reduced to writing, nor shall such waiver be deemed precedent. The parties may mutually agree to expedite the procedures in the Steps below.

Disciplinary action not involving termination will begin at Step I and terminations will begin at Step II.

Step I The Local Union having any grievance shall be reduced to writing and signed by the affected employee and the steward and submitted to the Chief of Security within seven (7) days of the date of the occurrence giving rise to the grievance. Within seven (7) days from the receipt of such written grievance, the Chief of Security or his designated representative shall conduct a meeting with the aggrieved employee and the UNION'S President, Vice President or Steward. The Chief of Security shall submit his answer in writing within five (5) days of such meeting to the aggrieved employee and the steward.

Step II If the matter is not resolved in Step I, the LOCAL may appeal the grievance by submitting it in writing to the office of the Project Manager within five (5) days from the receipt of the answer given by the Chief of Security. Within ten (10) days from the receipt of the UNION'S appeal, a meeting shall be held between the Project Manager and his

designated representative(s), the LOCAL and or the INTERNATIONAL UNION's designated representative(s). The Project Manager shall render his decision in writing within seven days after the conclusion of such meeting. A steward and/or Local UNION Officer attending such meeting will not be docked for time lost attending such meeting.

Step III If the matter is not resolved in Step II, the Local UNION or COMPANY may request arbitration in the following matter:

- a. Within twenty (20) days after Step III, the UNION or Company may request the FMCS to furnish a list of seven (7) available arbitrators.
- b. Within ten (10) days after the receipt of the list of arbitrators, representatives of the UNION and the COMPANY will alternatively strike names and the last remaining name on the list shall be the arbitrator to hear the case. The first party to strike shall be determined by the toss of a coin; for any subsequent arbitration, the parties will alternate as to whom will be first to strike.

Section 7.2 The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision. The arbitrator shall have no power to establish or change wage rates or wage scales or benefits. Either party may submit a post hearing brief. The award (decision) of the arbitrator shall be in writing and shall be final and binding upon the COMPANY, UNION, and the involved employee.

Section 7.3 Disputes, which include claims for back pay, shall be valid back to the date the incident occurred. The Arbitrator must deduct all interim earnings in making a monetary award for any claimed back wages, including unemployment compensation and the employee must demonstrate his good faith attempts to secure interim earnings. No settlement of any grievance shall be deemed a precedent or be admissible in any arbitration proceedings.

Section 7.4 The fees and expenses of the Arbitrator shall be borne equally by the COMPANY and the UNION. Each party shall bear its own expense, including any witness expense, in presenting its case to the Arbitrator. The minutes of any arbitration case may be recorded by a qualified court reporter if either party so requests. The party requesting that the minutes be recorded shall pay the cost of the recording of said reporter. If either party desires a copy of the minutes so recorded, he shall purchase such at his own expense.

Section 7.5 For the purposes of this Article, Saturdays, Sundays and holidays shall be excluded in computing periods.

Section 7.6 Neither the COMPANY nor the UNION shall be required to arbitrate more than one (1) grievance in any arbitration, except by mutual agreement.

Section 7.7 No settlement of any grievance shall be deemed a precedent or admissible in any arbitration proceeding.

Section 7.8 The time limits in this Article shall be strictly observed, and may be extended only by written agreement of the parties. On a case-by-case basis, the parties may mutually agree in writing to bypass any step or steps in the grievance procedure.

7.8.1 An employee who, during his scheduled working hours, meets with Company officials on grievance or other pertinent Union business shall be paid at his regular hourly rates for time so spent. Permission must be obtained by an employee from an appropriate supervisor or manager before leaving his, or her, post to raise a grievance or attend a meeting with Company officials.

7.8.2 By agreement of the Union and the designated Company official, a given step of the grievance procedure contemplated may be waived in writing and the grievance processed to the next higher step.

7.8.3 The parties shall, in no way, be limited as to the designation of alternates for particular steps of the procedure, as needed. The Company must use stewards, alternate stewards or Union officials, provided the Union has appointed a Steward or alternate on each shift.

7.8.4. Any grievance involving the application or interpretation of the Collective Bargaining Agreement shall commence at Step II.

ARTICLE 8 – SENIORITY

Section 8.1

- a. Seniority shall mean the total length of time an employee has been employed in the bargaining unit as specified in Section 1.2, Article 1 of this Agreement, unless otherwise provided.
- b. Seniority for all Dispatch Operators purposes shall mean the total length of continuous service within the bargaining unit as specified in Section 1.2, Article 1, of this Agreement, unless otherwise provided.
- c. The last four (4) digits (lowest) of the affected employee's social security number will establish seniority for employees with a common hire date, except as provided elsewhere under Article 8.

Section 8.2

- a. Each newly hired employee, except employees being brought back from layoffs or reductions in force, who have already served a probationary period, shall be considered a probationary employee until he has been an employee of the COMPANY sixty (60) days after completion of all training including on the job training. While any employee is a probationary employee, he may be disciplined, suspended or discharged by the COMPANY without recourse to the Grievance Arbitration Procedure. A probationary employee is not entitled to UNION representation for disciplinary action. After the probationary period, each employee shall be considered a regular employee and shall accrue seniority from the date of his hire. The COMPANY will not violate Article 15 of this Agreement.
- b. Employees selected to work in the Emergency Dispatch Center, Physical Security Specialist, Bicycle Patrol Officer, Hazmat Inspector and Vehicle Patrol Officer classification will serve a sixty (60) calendar day probationary period. The probationary period shall commence upon completion of required training and certifications. In the event

an employee fails to successfully complete the training, the employee will be returned to his position at the former rate of pay with any interim increases with full seniority.

Section 8.3 Providing work is available, part-time employees must work a minimum of 32 hours during a 28-day schedule, in order to have seniority amongst part-time employees. It is understood that the total part-time employee complement shall not consist of more than twenty-five percent (25%) of the full-time bargaining unit employees. Part time employees are not meant to replace the full-time workforce. Any part-time employee who becomes a full-time employee shall, except employees being brought back from layoffs or reductions in force, who have already served a probationary period, upon completion of a probationary period of sixty (60) days, be placed on the seniority roster for full-time employees in accordance with the date he became a full-time employee.

Section 8.4. Full-time employees after completing the probationary periods who are thereafter placed on part-time work with the COMPANY will retain their full-time seniority; however, they shall accumulate full-time seniority at a 1:3 ratio they accrued as a part-time employee. For example; a full-time employee with 24 years seniority will have 8 years seniority on the part-time list and will be placed accordingly on the part-time seniority list. If they later return to full-time employment, they will return to a position on the seniority roster to which their full-time seniority entitles them. Full-time employees who voluntarily request to move to part-time will be placed at the bottom of the part-time seniority list or recall list.

Section 8.5

- a. In the event of a layoff or a reduction in force, or recall from layoff, bargaining unit seniority shall control, provided the senior employee is qualified to perform the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary period employees will be laid off before employees with seniority. When this occurs bargaining unit employees will be called by most senior bargaining unit employee first, then down the seniority roster.
- b. In the event of a reduction in force of any classifications in the bargaining unit, the lowest qualified person in that classification in seniority will be placed in the Security Guard Force

by his seniority. Should an opening not exist within the Security Guard Force, a reduction in force will take place in the Security Guard Force to allow for placement of the officer by his seniority. The employee must be qualified for the security officer position and remain qualified or he will be laid off.

- c. In the event of a layoff, the Local President, ~~and~~ Vice President and Chief Steward shall have super seniority to include shift, days off and will be continued at work, provided he is qualified to perform the work available. Notwithstanding the position on the seniority list.

Section 8.6 An employee who accepts a permanent supervisory position with the COMPANY shall retain the seniority he had as of the date of promotion to supervisor if such employee returns to the bargaining unit, but shall not accumulate additional seniority while employed in a supervisory capacity. This provision will apply from the implementation of this Agreement. In the event of an opening, and the employee becomes re-employed in a position covered by this Agreement, he will return to a position to which his seniority entitles him. The Assistant Chief, Chief or Program Manager will not qualify for this for seniority under this article.

- a. Any supervisor returning to the bargaining unit, without a break of employment, who has served the probation in accordance with Section 8.2, will not have to serve an additional probationary period and their seniority will commence upon their first day of return to the bargaining unit.
- b. Unless he/she is terminated for disciplinary reasons, an employee who has promoted to a Supervisory position, may voluntarily retreat within ninety (90) days to the previous position held prior to the job classification change as long as the previous position is within this bargaining unit provided there is a vacancy. Upon reverting to his/her former job classification, the bargaining unit employee will receive the wages and benefits he/she received prior to moving to the new job classification. Such reversion may not be appealed through the grievance/arbitration procedure.
- c. Dispatch Operators and PSS Leads will be allowed to conduct such tasks within their respective classification, with the exception of entering payroll.

Section 8.7

- a. A non-probationary employee who is laid off shall have callback rights for a period of eighteen (18) months.
- b. It is the responsibility of the laid-off employee to keep the COMPANY advised in writing of any changes in his available mailing address, email or home and mobile phone number. The COMPANY shall be considered to have fulfilled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the COMPANY his intent to return to work not more than seventy-two (72) hours after receipt of certified notice from the COMPANY; thereafter, the employee will have a maximum of fifteen (15) days in which to report for duty.

Section 8.8 An employee who has worked for the COMPANY for one (1) year who is unable to report for work because of a non-occupational injury or illness shall be eligible for up to twelve (12) weeks of leave in accordance with the Family & Medical Leave Act. (The COMPANY may, in its discretion, extend such leave up to one (1) year for those employees with medical certification of a serious health condition; however, the employee shall not accumulate additional seniority during the extended leave.) Employees on leave are subject to layoff in accordance with this retained seniority. The employee will give a minimum of fifteen (15) days prior notice in writing to the COMPANY when the employee is returning from such leave. Before returning, the employee will be required to meet all qualifications required for their job classification at JSC. An employee who is unable to report to work because of an occupational injury or illness and granted an extended leave shall continue to accumulate seniority during the term of the disability up to one (1) year, except that he shall be subject to layoff according to his seniority. An employee who is unable to return to work because of a non- occupational injury or illness and granted an extended leave shall maintain his or her current seniority for a period up to six months from the last day worked. The maximum period is limited to six months, which includes vacation, FMLA, and any other leaves taken simultaneously. Before returning to work from an extended leave, the employee must meet all qualifications required for the position sought at JSC, including, but not limited to, the physical agility test, firearms qualification, and any other requirements specified. The

employee must be fully-qualified for the position in order to be eligible to return. Employees seeking to return from an extended leave may apply only for open positions for which they are qualified. It is understood that no other benefits will apply during the extended leave. If any employee is unable to return to work as required by this article within the time limitation provided herein, the employee will be considered discharged from employment.

Section 8.9 An employee's seniority shall be terminated upon the occurrence of any of the following events:

- a. Employee is discharged for just cause;
- b. Employee voluntarily quits;
- c. Employee has been on layoff status in excess of the time limits provided in Section 8.7a of this Agreement;
- d. Employee fails to express to the COMPANY his intent to return to work and/or does not return to work in accordance with the requirements in Section 8.7b of this Agreement;
- e. Employee has been paid compensation for permanent and total disability on account of an injury or illness or has been medically determined not to be able to return to work within the maximum allowable extended leave period;
- f. Employee fails to report for work for three (3) days without notifying the COMPANY within such period, except case of circumstances beyond his control.
- g. In the event, the employee transfers out of the bargaining unit, except as provided in Section 8.6 above;
- h. Employee falsifies the reasons for a leave of absence; and
- i. The employee is permanently denied site access by NASA.

Section 8.10 The COMPANY shall prepare each month an up-to-date seniority list as needed, which shall be available to the Union and posted at appropriate locations, and the COMPANY shall furnish to the UNION a duplicate copy of such seniority list. If an employee has a question

regarding his seniority date, he will advise the COMPANY in writing of what he feels is his correct seniority date. The COMPANY will check their records and if they agree or disagree with the employee's date, they will so notify the employee. If there is a disagreement, the COMPANY and the UNION will meet in an effort to resolve the issue.

Section 8.11 It is understood senior employees shall have preference of assignments to shifts and days off. An employee shall not exercise such preference more than once during any twelve (12) month period. The annual bid will begin May 1 and shall be completed by July 1 each year if ratification occurs before May 1, otherwise within 30 days of the ratification in the first year. The bid will be posted after the COMPANY meets with the UNION to proof the annual bid. This shall not preclude an employee from exercising seniority to fill an opening on another shift, or days off occurring on any shift, which may occur sooner than twelve (12) months after the exercise of his shift preference rights. Once an employee has expressed his preference for a particular shift or days off and has been notified that the transfer has been arranged, he will not be permitted to withdraw his application.

- a. In the event an interim vacancy should occur while an employee is on vacation, or on a Leave of Absence of no more than one (1) week, the affected employee will advise the COMPANY in writing prior to leaving on vacation or leave that they desire to exercise their seniority in the event there is an interim vacancy while they are on vacation or leave. If such employee's seniority is sufficient to be awarded the interim vacancy, the COMPANY may temporarily fill the vacancy pending the return of the employee on vacation or leave.
- b. Shift bids within a classification will be as follows; any full-time employee, who is working within the classification on a full-time basis, regardless of shifts, will have priority based upon seniority within the bargaining unit for the open bid classification. In the event the bid remains unfilled at the end of four (4) days, any qualified person outside the classification may bid on the opening based upon their seniority with the bargaining unit.

Section 8.12 Promotions to positions in the PSS will be offered first to members in the bargaining unit and shall be made on a voluntary basis based on merit with appropriate weight given to

seniority (merit includes experience, testing and work record). If no bargaining unit member is eligible, or applies for the position, the position may be open to qualified candidates.

Positions, other than the PSS, will be filled by the most senior candidate applying for the open position provided they meet the minimum requirements.

- a. Vacancies for the Dispatch Operator, Physical Security Specialist, Bicycle Patrol Officer, Hazmat Inspector and Vehicle Patrol classifications shall be posted for five (5) consecutive days at Bldg. 420, Bldg. 30, and Site 8, with a copy of the posting to a Union officer.
- b. Once a job opening is posted and qualified employees have submitted their bid, the qualifications for that job will not be changed, unless directed by the government or in conflict with government requirement.

Section 8.13 In the event an employee transfers from contractor to sub-contractor or vice versa, that employee's seniority, wages, and benefits will not be affected.

Section 8.14 Any full-time employee, who for whatever reason moves to a part-time employee status for any length of time and then returns to full-time status will receive vacation for the time that they were classified as a full-time employee, minus the time that they were in a part-time employee status. The employee's eligibility date will be changed from the original eligibility date of full-time status to reflect the amount of time that the employee was classified as part-time for the accrual of vacation. The employee while on part-time status will accrue full-time seniority at a ratio of 1:3.

Section 8.15 Seniority under this Agreement shall commence with the date of hire of the individual as an employee once the employee has completed their 60-day probation period.

Section 8.16 Part-time seniority shall be accrued at the ratio of one (1) year for every three (3) years worked from the date of hire.

Section 8.17 Full-time employees who, for whatever reason, go to part-time status shall accrue seniority at a part-time employee rate of 1:3. If they later return to full-time employment, they will return to a position to which their full-time seniority entitles them.

Section 8.18 An employee who has been laid off shall have call back rights for a period of eighteen (18) months.

Section 8.19 It is the responsibility of the laid-off employee to keep the Company advised of any changes in available mailing address, email or home and mobile phone number. The Company shall be considered to have fulfilled its obligation recall under this section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company his intent to return to work not more five (5) business days after receipt of the certified notice from the Company; thereafter, the employee will have a maximum of fifteen (15) business days in which to report for duty.

ARTICLE 9 – REPORT AND CALL - IN PAY

Section 9.1 In the event an employee reports to work on his regular shift as scheduled, without having been previously notified not to report or is called in to work after the completion of his scheduled working hours and/or after completion of any overtime work, shall be given a minimum of four (4) hours work at the applicable rate of pay unless the failure to so notify was caused by an act of God.

Section 9.2 Employees required to work beyond their normal quitting time shall be paid for actual time held over in six (6) minute intervals at the appropriate rate. The employee who created the holdover will not be allowed to commence work for the period of the holdover.

Section 9.3 All employees shall provide a current phone number and address to the COMPANY, not a P.O. Box, and are responsible for updating any changes promptly in writing.

ARTICLE 10 – PAYDAYS

Section 10.1 Employees shall be paid on a semi-monthly basis. The semi-monthly pay period for the Company consists of paydays on the 10th of each month, for the 16th day through the last day of the previous month, and the 25th day of each month, for the 1st day through the 15th day of that month. Workweeks will run from Sunday (00:00 a.m.) through Saturday (24:00 p.m.) for purposes of calculating overtime. The COMPANY may select a sub-contractor and the sub-contractor's pay period may vary and the UNION agrees to accept an alternate pay period as submitted by the sub-contractor. Paychecks will be made by direct deposit.

Section 10.2 The COMPANY reserves the rights to change pay periods for legitimate business reasons, provided the UNION and employees are given at least three (3) week notice of the change.

ARTICLE 11 – HOLIDAYS

Section 11.1 Full-time employees will be paid straight-time pay for eight (8) hours for each of the following holidays:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

Section 11.2 In addition to these holidays, all employees shall be granted any holiday that may hereafter be established by an Act of Congress of the United States or by proclamation of the President of the United States, provided approval for reimbursement has been received from the client.

Section 11.3 Employees who are normally assigned to work on a holiday, and who are not excused from working on a holiday, will receive eight (8) hours of straight time pay for the holiday plus the regular rate for up to eight (8) hours worked including shift differential for hours worked on the holiday. Full-time employees who are called in and required to work on any of these Holidays shall receive one-and-a-half their regular rate for all hours worked on the holiday and their holiday pay. Employees who volunteer on a holiday on their day off shall receive eight (8) hours holiday pay for the holiday and shall continue to be paid for all hours worked in accordance with Article 12. Part-time employees required to work (whether or not called in) on any of these Holidays shall receive their regular rate for all hours worked on the holiday in addition to their holiday pay. Holiday pay for Part-time employees is the amount of hours the employee would normally work in a day. A full-time employee who is scheduled to work a holiday may “bank” their holiday hours in lieu of payment, when requested in writing, and then take the holiday on a date of their choosing consistent with the scheduling needs of the contract. Banked holidays must be used within one year from date of accrual.

- a. Any banked holiday hours that are not used within one year from date of accrual, will be cashed out by the Company. This is to include the employee's voluntary resignation, their termination by the Company, or any other reason they may leave the contract.

- b. A Holiday Work Not Work sheet will be placed on the boards at JSC, Ellington, and in the Dispatch office. The Holiday Work Not Work sheet will ask employees if they want to work the coming holiday. Any employee who wants to be off for the holiday will be allowed to be off as long as there are enough employees, full time and part time, who volunteer to work the holiday to cover all the open posts. Employees will be scheduled to be off for the holiday by Seniority, by shift, starting with the most senior person first and then the next after them, and so on.
- c. An employee may agree to work a different shift, but not before an employee who is normally on that shift. Employees will be scheduled by Seniority, starting with the most senior person first and then the next after them, and so on.

The schedule will be filled in the following manner:

1. Employees who's scheduled post is open on the Holiday, will keep their post
2. Employees who's scheduled post is closed on the Holiday, by their normal shift
3. Full time employees who are under 40 hours for the week of the Holiday, by their normal shift
4. Part time employees
5. All other full time employees

Section 11.4 In order to be eligible for holiday pay as provided in Section 11.1 above, an employee must have been on pay status during the work week in which the holiday falls, and must have worked his last scheduled workday prior to and his next scheduled workday after such holiday, unless his absence is excused by the COMPANY.

Section 11.5 An employee eligible as provided in this Article to receive holiday pay who is scheduled to work on a holiday and, after being assigned, refuses or fails to report to work without reasonable cause shall not receive holiday pay.

Section 11.6 Time paid for, but not worked on a holiday, shall not be considered as time worked for the purpose of computing weekly overtime.

Section 11.7 An employee will not be charged paid vacation time if a holiday covered by this Article falls within the vacation period.

Section 11.8 In the event a holiday designated herein falls on a Saturday, it will be observed on a Friday; if it falls on a Sunday, it will be observed on a Monday, or on the day observed by the Client.

Section 11.9 An employee whose scheduled post is deactivated must make his request to work a holiday in writing seven (7) days before the holiday. The number of open posts per shift will be honored in accordance with the employee(s) seniority on their respective shift. If any posts are still open on any shift, they will be filled by employee(s) from other shifts by seniority.

- a. An employee whose scheduled post is not deactivated is not required to submit a request to work and will work their scheduled post.

Section 11.10 Any employee whose Post is not deactivated on a holiday must submit a request not to work no later than fourteen (14) days prior to the holiday. If approved, the request not to work will be honored in accordance with employee's seniority.

Section 11.11 The COMPANY shall provide the UNION's designee with a copy of the proposed holiday schedule to verify the assignment of full-time employees before the schedule being posted. The COMPANY shall post the holiday schedule no less than three (3) days in advance of the holiday.

Section 11.12 If any of the above holidays falls on an employee's day off, the employee shall be paid eight (8) hours pay at regular rate for the holiday.

Section 11.13 The assignment of an employee to work a holiday shall not be changed by the Company without, at least, three (3) calendar days' notice, except in an emergency.

Section 11.14 Where regularly scheduled shifts commence between 09:30 p.m. (2130 hours), but prior to 12:00 midnight (2400 hours), the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

ARTICLE 12 –Paid Time Off (PTO)

Section 12.1 Full-time employees employed for at least one (1) year, but less than five (5) years at NASA's Houston area operations shall receive ninety-six- (96) hours of paid PTO.

Section 12.2 Full-time employees employed for at least five (5) years, but less than fifteen (15) years at NASA's Houston area operations shall receive one hundred thirty-six (136) hours of paid PTO.

Section 12.3 Full-time Employees employed for fifteen (15) or more years at NASA's Houston area operations shall receive one hundred seventy-six (176) hours of paid PTO.

Section 12.4 PTO credit will only accrue during any pay period to eligible employees who are on active status, or PTO.

Section 12.5 Full-time employees will not be eligible to use PTO credit until after their first anniversary date of employment at NASA's Houston area operations.

Section 12.6 Compensation for the PTO period shall be computed at the employee's straight-time rate of pay in effect at the time the PTO is taken.

Section 12.7 Upon the employee's resignation, termination or end of contract the employer will pay out the employee in full for all accrued hours.

Section 12.8 A full-time employee may not carry more than two hundred forty (240) hours of accrued PTO on the books at any one time.

Section 12.9 Employees will be permitted to split their PTO; however, in splitting their PTO, after the employee expresses his preference for one portion of his PTO, he will be precluded from selecting the remainder of his PTO until all other employees have been given an opportunity to express a PTO preference. PTO may not be used in less than four (4) hour increments, except as may be approved by management.

Section 12.10 PTO preferences shall be submitted to the COMPANY for approval and senior employees shall have PTO preference. The COMPANY has the right to schedule PTO, in

accordance with seniority, and will allow as many employees as possible to take PTO at any one time consistent with staffing requirements.

Section 12.11 The PTO period shall be the twelve (12) consecutive months following the date the PTO is earned, and each succeeding anniversary date thereafter.

Section 12.12 Employees may accrue a maximum of 240 hours of PTO. Any accrued PTO in excess of 240 hours will be cashed out or taken at the Employee's option.

Section 12.13 PTO will normally be scheduled to begin following an employee's regular off days, and such off days will not be counted as PTO days.

Section 12.14 Employees will accrue PTO at the rate equal to one-twenty-fourth (1/24) of a forty (40) hour work week for each semi-monthly pay period multiplied by the number of weeks they are entitled to take as specified in (Sections 12.1 — 12.4 above).

Section 12.15 PTO requests of more than 24 hours must be submitted in writing to management no later than 14 calendar days prior to the first day of PTO requested and must be returned to the employee with an approval or denial no later than three business days upon its receipt.

- a. PTO requests of 24 hours or less must be submitted in writing to management no later than 7 calendar days prior to the first day of PTO requested unless the need is not foreseeable in which case such request will be submitted as far in advance as possible and must be returned to the employee with an approval or denial no later than three calendar days upon its request.

Section 12.16 An employee will not be required to use the employee's paid PTO if a holiday falls within the PTO period.

Section 12.17 The Company and the Union agree to meet and discuss any proposed changes in regard to the current PTO policy.

ARTICLE 13 – SICK LEAVE

Section 13.1 Any banked and accrued sick time since October 1, 2012 will be added to the Employee's current PTO accrual, Employees will have the term of the government contract to use such additional time.

Section 13.2 Unused carried over sick leave may be used and will be paid in the manner as PTO in accordance with Article 12.

Section 13.3 Unused sick leave may be carried over, cashed out at the employee's option and will be paid upon end of the government contract.

Section 13.4 The employee shall notify the DISPATCH OPERATORS and the SUPERVISOR on duty at least four (4) hours before the employee's scheduled starting time for starting work that he will be absent due to sickness or injury (except in cases of emergency), or as soon as feasible, such as waking up feeling ill. If the employee is absent for more than two days, the employee must notify his/her supervisor on *every* day of the absence, after the second day, unless the employee knows the length of the absence in advance and it has been approved. The company reserves the right to request a doctor note when calling off 3 or more days.

Section 13.5 The employee may use PTO or LWOP, Leave Without Pay, at their choice when calling in to be put on the Sick Board.

ARTICLE 14 - WORK SCHEDULE AND HOURS OF WORK

Section 14.1 The UNION agrees that if there is a need for the COMPANY to have shift hours in the range from 8 to 12 hours, or odd hour shifts, such shifts will be offered on a bid basis, however it is agreed and understood the COMPANY will not establish more than ten (10) odd hour posts or split shifts, except in the event of an extreme emergency, unless directed by the Client in writing. Further, no full-time employee will be laid off as a result of the introduction of such schedule(s). No employee will be required to work in excess of 12 consecutive hours except in the case of an emergency.

Section 14.2 The normal work week is Sunday through Saturday. There are two (2) pay periods per month, running the 1st-15th and the 16th through month-end. The work day shall consist of a twenty-four (24) hour period beginning at 12 o'clock midnight (0000 hours) and a regular shift shall consist of eight (8) consecutive hours.

Section 14.3 An employee, whose scheduled shift starts on or after 7:00 p.m., but before 5:00 a.m., shall be deemed to be working the number one (Midnight) shift.

- a. An employee, whose scheduled shift start on or after 5:00 a.m., but before 10:30 a.m., shall be deemed to be working the number two (Day) shift.
- b. An employee, whose scheduled shift start on or after 10:30 a.m., but before 7:00 p.m., shall be deemed to be working the number 3 (Afternoon) shift.

Section 14.4 Employees will receive a thirty-minute (30) lunch break without pay each shift. Lunch breaks will begin not earlier than three (3) hours after starting time nor later than five and one-half (5½) hours after starting time. Employees who are working a 12-hour shift shall be offered (not required) to take an early/late lunch.

Section 14.5 There will be no split schedule during the life of this Agreement for full-time employees. Split shifts of at least 32 hours may be offered to full-time employees without affecting an employee's seniority.

Section 14.6 For the efficient operation of the COMPANY'S business, special shifts to cover mission requirements and temporary special shifts of not more than thirty days (30) for other requirements may be established from time to time unless a longer period is directed by the Client in writing. The COMPANY will notify the UNION when special shifts are required.

Section 14.7

- a. Normal work schedules shall be prepared for a twenty-eight (28) day period and shall be posted in advance. A copy of the work schedule shall be posted on guard mount bulletin boards. Employees will be permitted to trade on the twenty-eight (28) day schedule, provided such changes are made seven (7) days in advance of posting.
- b. Work day trades within the same work week may be allowed providing both parties are in agreement as long as it is on the same shift and does not create overtime for the involved parties. A trade sheet will be signed by both parties and turned in to the supervisor no later than seven (7) days in advance. Each individual will be held accountable for the coverage of his or her traded shift.

Section 14.8 Employees will normally be scheduled to work 32 to 40 hours per week, but it is understood that employees will be expected to comply with reasonable requests by the COMPANY to work on one or both "Off Days" when operational requirements make such work necessary.

Section 14.9 Full-time employees covered by this Agreement will be scheduled to have all their off days off consecutively.

Section 14.10 Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week. Should the Client increase the contractual tasks resulting in a significant increase in additional available hours, the Company will make all reasonable efforts to increase the hours among full-time employees desiring additional hours to 40 hours per work week before hiring additional full-time employees to perform the work.

Section 14.11

- a. The COMPANY reserves the right to assign part-time employees in order of their seniority on 28-day basis to fill open shifts.
- b. The COMPANY may use part-time employees up to and including 29 hours per week to fill any vacancy created by the absence of a full-time employee. When a full-time employee is scheduled or expected to be absent for one week or more, the COMPANY may schedule a part-time employee to fill the forty - (40) hour vacancy and the part-time employee will keep the absent full-time employee's schedule and days off. However, those part-time employees filling a full-time employee's position for a known vacancy for four (4) consecutive weeks or more will be eligible for cash equivalent for health and welfare benefits for the time spent in the full-time position in addition to his straight time rate of pay, when required by law.
- c. For assignments of less than a week, after part-time employees, full-time employees with less than a 40-hour schedule will be given priority for open shifts on a seniority basis for open hours.

Section 14.12 Nothing contained in this Agreement shall be construed as a limitation upon the COMPANY'S right to schedule more or less hours or work per day or per week, as the operations of the business require.

Section 14.13 The normal work week shall consist of seven (7) consecutive days beginning 12:00 a.m. (0000 hours) on Sunday.

Section 14.14 Before the Company effectuates any change in the work schedule, shift assignments or days off, it will notify any and all so affected employees, post notice of such changes on the Company Bulletin Board and will notify the President, or his designee, of the Union. Except in an emergency or Client directive, three (3) calendar days' notice shall be given in advance of all such changes. The Local President, or his designee, will be informed of all such changes. A Staffing shortage does not constitute an emergency.

Section 14.15 Any employee notified by the Company not to report for a scheduled work day on which a hurricane occurs, or inclement weather is forecast in which NASA recommends the closing of the worksite, and the company is paid for such hours, the employee shall receive their eight (8) hours pay for each day lost.

ARTICLE 15 – EQUAL OPPORTUNITY

Section 15.1 In connection with the performance of work under this contract, the COMPANY and the UNION agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, sexual preference, veteran's status or disability as prohibited by the Americans with Disabilities Act (ADA). The aforesaid provisions shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 15.2 The parties recognize the requirement that the COMPANY, as a Federal government contractor, adopt an Affirmative Action Plan which includes goals, objectives and timetables, for the recruitment, employment, training and upgrading of minority employees, female employees, handicapped employees, disabled veterans, and veterans of the Vietnam Era. The COMPANY will provide the UNION with a full and complete copy of the Affirmative Action Plan within 30 days of the effective date of this Agreement.

Section 15.3 The parties agree to comply with all applicable Federal laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the appropriate contractual/regulatory agencies setting forth the provisions of the Equal Opportunity requirements.

Section 15.4 The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

Section 15.5 The COMPANY and the UNION agree not to discriminate against an employee because of his exercise of the rights guaranteed him in Section 7 of the National Labor Relations Act, as amended.

Section 15.6 The use of the masculine pronoun in this Agreement is understood and agreed by the parties hereto refer to and include both the masculine and feminine gender.

- a. The COMPANY'S EEOC Coordinator or his designee will respond, in writing, to the involved employee on the status of discrimination complaints within thirty (30) working days.

Section 15.7 If the employee chooses to file an administrative charge or other claim with any federal, state or local agency or court alleging discrimination in violation of Section 15.1 above, the Company shall have no obligation to proceed further with the matter pursuant to the grievance procedure.

Section 15.8 No bargaining unit employee covered by this Agreement will be discriminated against by the Company because of membership in the UNION, or authorized activity as required in this Agreement on behalf of the SPFPA.

Section 15.9 The UNION will not discriminate against employees covered by this Agreement on the basis of their refusal to become an SPFPA Member.

Section 15.10 Both the Company and the UNION oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, sexual orientation, or religion. However, the parties also recognize that the Company has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by The State of Texas and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 16 – WAGES

Section 16.1 Current rates of pay shall be increased as follows:

- October 1, 2017 – 1.5 %
- October 1, 2018 – 1.5 %

An employee who promoted to the Dispatch Operator, PSS Officer, Bike Patrol Officer, Vehicle Patrol Officer or Hazmat Inspector position will have their rate of pay determined by the rate of pay for that position, regardless of his bargaining unit seniority.

Leads will receive an additional \$1.03/hr. in pay. A temporary Lead will also receive this extra pay.

	New CBA Rate		BASE
Hourly Wage	10/1/2017	10/1/2018	10/1/2016
SECURITY OFFICER			
START	\$ 20.52	\$ 20.83	\$ 20.22
6 MONTHS	\$ 21.74	\$ 22.07	\$ 21.42
12 MONTHS	\$ 22.92	\$ 23.26	\$ 22.58
18 MONTHS & OVER	\$ 23.54	\$ 23.90	\$ 23.19
VEHICLE PATROL	\$ 24.15	\$ 24.50	\$ 23.79
BICYCLE PATROL	\$ 24.15	\$ 24.50	\$ 23.79
HAZMAT INSPECTOR	\$ 24.15	\$ 24.50	\$ 23.79
DISPATCH OPERATORS	\$ 24.96	\$ 25.33	\$ 24.59
PHYSICAL SECURITY SPECIALIST	\$ 25.87	\$ 26.26	\$ 25.49

Section 16.2 A shift differential of twenty-five cents (\$.25) per hour for the third shift, and thirty cents (\$.30) per hour for the first shift will be paid for all hours worked on these shifts, including overtime, in addition to the straight- time hourly rate as provided in Section 16.1 above.

Section 16.3 Chenega 401k Savings Plan Eligible employees who elect to participate in the Chenega 401k Savings Plan will receive 100% match for the first 3% and a 50% match for the

next 2% up to total of a 4% match of contributions made by the Employee. All contributions are 100% vested in accordance with the terms of the Plan. Other provisions of this benefit are governed by the terms of the Plan as modified on a plan-wide basis.

ARTICLE 17 – JURY SERVICE

Section 17.1 Employees, other than probationary employees, who have been subpoenaed for Jury Duty, or as a witness in a court of competent jurisdiction, unless the employee is a party to such action, shall be compensated their regular rate for eight (8) hours pay for each scheduled work shift during which they served on Jury Duty or as a witness. Employees will be required to produce evidence that they were called and required to serve on a jury or as a witness and in no event will receive pay under this Section for any days in excess of ten (10) days per calendar year.

- a. Employees will also be reimbursed under this Article for time spent serving as a witness at the request of either Client or the Company.
- b. Time served on Jury Duty will not be counted as time worked for the purpose of computing weekly overtime.

Section 17.2 Job Related Court Appearance

An employee who is required to appear for a scheduled job-related court appearance during his normal shift of work shall be paid at the appropriate hourly rate.

ARTICLE 18 - GENERAL CONDITIONS

Section 18.1 (TA) Employees who are requested to work prior to the start of their regular shift will be permitted to complete their regular shift so long as the total consecutive hours worked do not exceed twelve (12).

Section 18.2 Supervisors shall act in a supervisory capacity; however, they shall also perform any duties of an employee covered by this Agreement in cases of emergency or for the purpose of instructing employees or while management attempts to make contact with bargaining unit employees to cover the position; management shall only cover the position until a bargaining unit employee assumes the position.

Section 18.3 An employee who is a member of the Texas National Guard or Military Reserve will be granted a leave of absence when ordered to active duty for annual training and shall be compensated based upon the difference between the Texas National Guard or Military Reserve base pay and their regular base rate for eight (8) hours pay for each scheduled work shift missed for which they served up to Eighty - (80) hours per year.

Section 18.4 The Company will provide all required uniforms and equipment. The Company will make necessary alterations and repairs and replace in a reasonably prompt manner at its expense.

Section 18.5 Full-time employees shall receive three (3) consecutive days off with pay in the event of death of the employee's spouse, father, mother, sister, brother, daughter, son, step-daughter, step son, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, grandparents or spouse's grandparents, foster parents or foster children. The employee is to provide documentation of the death if such is required by the COMPANY.

Section 18.6 Employees shall receive necessary relief in order of request. Employees on 12-hour Post during missions where it is required to stand on post during the entire shift and who request post rotation from their supervisor will be rotated to another post where it is not required to stand during the entire shift for approximately half their tour of duty.

Section 18.7 Employees shall remain on their post until properly relieved or released by their supervisor and where applicable have turned in his weapon and/or equipment.

Section 18.8 An employee may, upon written request of the employee and approval of the COMPANY in its discretion, be granted up to 24 hours of leave, without pay, for attending to personal matters.

Section 18.9 Employees required to work special hours or special shifts shall, whenever possible, be given twenty-four (24) hours advance notice of the special hours or special shifts. This is not meant to be used to offset overtime by moving officers from their regular schedules to fill open postings.

Section 18.10 A twelve (12) week leave of absence will be granted to any full-time employee who has worked one (1) year in accordance with the provisions of the Family and Medical Leave Act of 1993. If an employee, while on such leave of absence, accepts another job, accepts unemployment insurance, or goes into business for himself after taking such leave as provided in this Section will automatically terminate his employment. The twelve (12) week leave of absence may be extended by the COMPANY based on relevant circumstances in its discretion.

Section 18.11 The Union President will be furnished with a copy of the following:

1. Issuance of Disciplinary Action by the Company
2. All changes to CS3 JSC Procedures and Policies
3. All Company Security Bulletins
4. All Company Job Bulletins

Upon request, the Union will enter into a confidentiality agreement in which the Union agrees not to disclose information designated by the Company as confidential except as legitimately necessary to conduct union business.

Section 18.12 The Lead is charged with assisting supervision in the running of the day to day operations. They are responsible for the training of new officers in that classification. The Company will continue to have a lead on each shift of Dispatch and one (1) designated Lead on PSS. If the lead is absent, it is understood that the most senior person, on each designated shift, is

the Lead unless they decline in writing. In this case, the Lead would go to the next most senior officer. The employee shall receive the Lead premium for each hour so assigned.

ARTICLE 19 – OCCUPATIONAL ILLNESS OR INJURY

Any employee who is injured while performing scheduled work for the COMPANY and who is released from duty will receive pay for the shift involved and that day shall be counted as a whole day worked for the purposes of computing overtime pay.

ARTICLE 20 – OVERTIME COMPENSATION

Section 20.1 Hours worked in excess of forty hours (40) in any workweek shall be considered overtime and be paid at the rate of time and one-half.

Section 20.2 Full-time employees shall not be required to suspend work during regular hours to absorb overtime.

Section 20.3 Voluntary overtime will be filled in the following manner:

- a. RDO/SDO shift needed (RDO/SDO may be pre-assigned)
- b. Employees currently on shift
- c. Next person in Seniority.

Section 20.4 Overtime will be offered to part-time employees only in the event full-time employees refuse such overtime. It is understood that the COMPANY may call part-time employees to avoid creating overtime.

Section 20.5 An employee may not be called back to work unless he has received a minimum of eight (8) hours rest period after working twelve (12) hours within a twenty-four-hour period, except in an emergency.

Section 20.6 Within each classification (i.e. Part-time, 32 hour employees. Full-time), open/overtime hours will be assigned based on seniority. Open hours are those hours when assigned to an employee do not result in overtime pay.

Section 20.7 For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

Section 20.8 In the event the lowest qualified employee on the seniority log is not offered the overtime to which he is eligible and available, he will, upon written request, be provided the opportunity to work an equivalent amount of overtime within the subsequent fourteen days (14), if such overtime is available. Such requests must be submitted in writing within five (5) days of the date on which the lowest employee was available and not offered the overtime.

Section 20.9 In the event the Company is unable to fill a vacancy in accordance with 20.3 above, employees will be force held in order of reverse seniority to include part-time employees filling in for a full time employee, provided the employee has not worked twelve (12) hours within a 24-hour period or has been force held 4 times in the last 28 days. Employees who are working their RDO and or SDO will not be subject to the force hold procedure except in an emergency.

Section 20.10 Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one/tenth (1/10) of an hour.

Section 20.11 Overtime rates shall be paid for not less than four (4) hours to any employee called back to work overtime on any emergency.

Section 20.12 For the purpose of maintaining health and safety, employees shall not be required to work a call-in overtime assignment on their first (1st) day off until they have had eight (8) hours off from the completion of their last work assignment.

1. Except in emergencies, employees will not be required to work an overtime assignment unless that employee shall have a minimum of eight (8) hours off prior to reporting for their next working assignment (Includes regular or overtime assignments).

ARTICLE 21 – HEALTH BENEFITS

Section 21.1 Health & Welfare. During the term of this Agreement, the Company will continue to pay health and welfare funds to the SPFPA and Participating Employers' Health and Welfare Trust Fund (SPFPA Plan) and that the SPFPA Plan will provide the employees with health insurance and/or other benefits. Beginning January 1, 2017, the bargaining unit employees will receive health insurance benefits from the SPFPA Plan with Employer paying to the SPFPA Plan at the rate of \$1275.00 per month for each active full-time employee. All full time unit employees will be required to continue coverage in the SPFPA Plan unless they are eligible under the SPFPA Plan's rules for waiver of benefits. For any employee who waives benefits, the Company will pay the contribution amount to the SPFPA's 401(k) Plan on behalf of such employee. The Company will permit employees to use payroll deduction to fund benefit costs beyond the Employer payment.

During the term of this Agreement, the Company agrees to be bound by and to accept the terms and conditions of the SPFPA and Participating Employers' Health and Welfare Trust Agreement, dated November 6, 2006 as amended and restated, the SPFPA and Participating Employers' Health and Welfare Benefit Plan and Summary Plan Description as well as those rules and regulations which the Trustees of the SPFPA Plan may, from time to time, set forth.

The Company will have no obligation to pay more than the amount set forth in this Agreement and will not have any liability or obligation regarding health and other benefits covered by this Agreement beyond paying the required contributions set forth herein.

Section 21.2 Life Insurance. During the term of this Agreement, the Company will continue to provide a minimum of \$50,000.00 of Group Life Insurance coverage for active bargaining unit employees.

ARTICLE 22 – SEPARABILITY OF THE CONTRACT

Section 22.1 Should any provision or provisions of the Agreement be rendered or declared invalid by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

ARTICLE 23 – UNION BUSINESS

Section 23.1 The Company shall provide a bulletin board for the use of the Union. All notices placed on such bulletin boards shall relate solely to official Union Business and shall bear the official seal of the Union and shall not be used which is critical of the Company or Client or is defamatory. Bulletin Boards will be provided in the PSS office, JSC Guardmount, Dispatch Office and Ellington Field Guardmount.

Section 23.2 An employee shall be granted a leave of absence without pay or benefits upon written request of the International Union President for Union business. Such a leave shall be granted up to a period of one (1) year, and shall be renewed each year thereafter upon proper written request from the Union. Seniority shall accumulate during such leave.

Section 24.3 Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year shall be granted to not more than four (4) employees at a time to attend UNION conventions or conferences, without loss of seniority or benefits.

Section 23.4 The UNION will select one steward and an alternate steward for each shift. The UNION shall notify the COMPANY in writing which union member will serve as steward for each shift. The COMPANY will continue to deal with the selected stewards until such time as their authority is revoked in writing.

Section 23.5 Union officers shall be allowed time off without pay by giving the Company 5 days' advance notice, to attend Union meetings.

Section 23.6 Union Officials shall be allowed to present grievances to the Company according to the grievance and arbitration process on company time. When the company requests or calls a meeting to discuss grievances or other Company Union issues the Union Official(s) shall be on company time and paid as such. If the Union needs to discuss grievances or other Union Company issues with the Company, they shall be on company time and paid as such. In the instance that an emergency situation arises and with the consent of Management, a Union official may be allowed to prepare a grievance or time extension or MOU, to present to the company.

ARTICLE 24 – LEAVES OF ABSENCE

Upon approval of the Company, a leave of absence without pay (LWOP) may be approved up to 30 days and extended for two (2) additional 30-day periods with written justification, up to a maximum total of ninety (90) days. During such leave, the employee's seniority shall accumulate. If such leave is extended by the Company, the employee will retain, but not accrue, seniority. Benefits will be provided for calendar months in which the employee works. The granting of such leave is in the discretion of the Company.

ARTICLE 25 – LABOR AND MANAGEMENT COOPERATION

On a quarterly basis the UNION and the COMPANY representatives will meet to discuss issues of mutual interest and concern. These meetings are intended to establish and maintain open channels of communications in order to foster positive employee relations and are not to be used to discuss active grievances.

ARTICLE 26 – EMERGENCIES, ACTS OF GOD, AND CONDITIONS BEYOND THE CONTROL OF MANAGEMENT (TA)

The parties hereby mutually agree to adopt the following principles of application to the terms “Emergency,” “Acts of God,” or “Conditions Beyond the Control of Management” as used in the Collective Bargaining Agreement.

Management’s freedom to act as may possibly be expanded and managerial obligations may possibly be narrowed if an emergency, an Act of God, or a condition beyond the control of management is involved.

Common sense, and the entire pattern of American Industrial experience, makes it necessary to acknowledge that emergencies do develop as a result of factors beyond control of even the best of managements and, that a Company should not be penalized for taking steps to cope with such unforeseen developments even if it necessitates failure to observe all provisions of the Agreement. However, there are limits and standards, which must be observed:

1. Management must not be directly responsible for the emergency.
2. The emergency must involve a situation which threatens to impair operations materially.
3. The emergency must be of limited time duration.
4. Any violation, or suspension, of contractual agreements must be unavoidable and limited only to the duration of the emergency.

Nothing in the foregoing is intended to imply that a violation of the Agreement has occurred when the Agreement specifically makes allowance for exceptional actions under the conditions of an Act of God, Emergency, or Conditions Beyond the Control of Management.

ARTICLE 27 – TERMINATION OF EMPLOYMENT

Section 27.1 Employees shall give the Company two (2) weeks' notice of resignation in writing.

Section 27.2 Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing, or two (2) weeks' pay in lieu thereof. This requirement of notice set forth in (b) above shall not apply to a layoff caused by an Act of God, strike, or other circumstances beyond the control of the Company, including Government directive.

ARTICLE 28 – PART-TIME EMPLOYEES

Section 28.1 Part-time employees will be called by rotation based on number of hours worked to ensure an equitable distribution of work. Employees will be called for work assignments starting with employees with the least amount of hours worked being called first.

Section 28.2 Part-time employees shall receive a minimum of two (2) hours notification on a job assignment, except in emergencies, including unanticipated “call offs.”

Section 28.3 A part-time employee shall not work more than twenty-nine (29) hours in a workweek, except in cases beyond the Company’s control, except as provided in Article 14.11.

Section 28.4 Any part-time employee who exceeds forty (40) hours in a workweek will receive one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of forty (40).

Section 28.5 Part-time employees shall be entitled to shift pay differential.

Section 28.6 A Part-time employee who works on a holiday shall be entitled to holiday pay. A Part time employee who does not work on a holiday shall be entitled to Holiday pay on a pro-rata basis based on the number of hours worked in the work week preceding the holiday or the actual hours worked on the holiday, whichever is greater.

Section 28.7 Part-time employees must meet all the requirements placed on all full-time employees, including time spent in training class.

ARTICLE 29 – DURATION


Section 29.1 This Agreement shall be binding upon the Parties hereto, their corporate successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, owner or Management of either party hereto.

Section 29.2 This agreement shall be effective as of March 25, 2017 and shall remain in full force and in effect until September 30, 2019 and from year to year thereafter, unless notice is given in writing of a desire to change or modify or terminate this Agreement by either party to the other party sixty days (60) or more prior to the expiration of this Agreement.

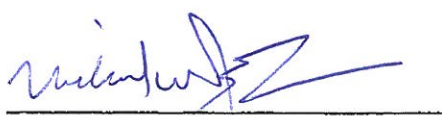
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this date of April 10th 2017 at Johnson Space Center, Houston, Texas.

FOR:
International Union, Security, Police,
Security
and Fire Professionals of America
(SPFPA) and its Amalgamated
Local #300


FOR:
Chenega Security & Support
(CS³)




Don Eagle
VP-Region 3



Michael W. Johnson
Program Manager



Sam Davis
President, Local 300



Tommy Ingrassia
Vice President, Local 300



Brian Bertram
Chief Steward

