

the Union within five (5) days following the closing of the hearing. If the Company's settlement is unsatisfactory to the Union, then the matter may be referred to Arbitration, in accordance with Article 6 of the collective bargaining agreement. If the Union does not refer the grievance to arbitration within twenty (20) days of the receipt of the Company's answer at step 2, the grievance will be considered settled in accordance with the Company' Step 2 Response.

- (b) It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above described grievance procedure.

SECTION 5.4. Time Limits

All time limits noted are exclusive of Saturdays, Sundays, and Holidays. If the time limits set forth in this Article and Article 6 are not followed by the Union, the grievance shall be considered void. If the time limits set forth in this Article are not followed by the Company, the Union may proceed to the next step in the Grievance process. No waiver of time limits shall be effective unless reduced to writing, nor shall any waiver agreed to by the parties be deemed precedent.

SECTION 5.5. Pay for Time Spent During Step 2 Meetings

The Union President and/or Business Agent may participate in Step 2 meetings under this Article that occur during their regular scheduled shifts without loss of pay.

ARTICLE 6

ARBITRATION

If the provisions of Step 2 of the grievance procedure have been followed and the Company's settlement at step 2 is unsatisfactory to the Union, then the matter may be referred to Arbitration.

SECTION 6.1. Arbitration Procedure

- (a) An alleged violation of the Contract may be submitted for settlement in arbitration within twenty (20) days after the final action taken under the second step of the Grievance Procedure. The party desiring settlement in arbitration will write Federal Mediation and Conciliation Service requesting a list of seven (7)

arbitrators, with a copy to the other party. An Arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by alternately striking from the list until one name remains and this individual will be the Arbitrator. A flip of the coin will determine which party makes the first strike to the list of Arbitrators supplied by the Federal Mediation and Conciliation Service. The parties shall have ten (10) business days from the time of receipt of the above list in which to select an Arbitrator. A representative of the Company and the Union will select the Arbitrator.

- (b) An arbitrator will not hear more than one (1) grievance at a time, unless otherwise agreed to by the Company and the Union in writing.
- (c) The Arbitration Hearings shall normally be held during the regular day shift hours of the normal basic workweek. Each party shall bear its own expense, including any witness and legal expenses, in presenting its case to the Arbitrator. The minutes of any arbitration case may be recorded by a qualified reporter if either party so requests. The party requesting that the minutes be recorded shall pay the cost of the recording. If either party desires a copy of the minutes so recorded he/she shall purchase such at his/her own expense.
- (d) The arbitrator selected shall have no power or authority to amend, alter, or modify this Agreement, including any appendices hereto, and shall have no authority to establish wage rates or to change existing wage rates except as provided elsewhere in this Agreement, but shall be limited to deciding whether or not a violation of this Agreement's express terms has been committed.
- (e) The arbitrator shall have no power to substitute his/her judgment for that of the Company in cases where the Company has retained discretion or the right to act under this Agreement. In cases of discipline or discharge, the Arbitrator may reverse the action of the Company or modify the penalty imposed only if it is established by evidence satisfactory to the Arbitrator that the Company's action was arbitrary. The party contending that a violation has been committed shall bear the burden of proof and the burden of going forward in all cases, except in discharge cases.

- (f) The decision of the Arbitrator shall be final and binding on all parties concerned. The cost of the Arbitrator shall be borne on the basis of the Union paying fifty (50) percent of the cost of arbitration and the Company paying fifty (50) percent of the cost. The agreement to arbitrate grievances not resolved in earlier steps applies only to grievances filed during the term of this Agreement, and the commitments of the parties to arbitrate shall expire with the expiration of this collective bargaining agreement or the Company's contract with the client, whichever is later, unless an extension is mutually agreed to in writing.
- (g) The settlement of any grievance prior to arbitration shall not be cited as precedent in any Arbitration proceeding under this Article, unless otherwise agreed to by the parties.

ARTICLE 7

SENIORITY

Section 7.1. Seniority definition

- (a) **Unit Seniority:** The date that an employee is hired (probationary employees will not have seniority until after the probationary period addressed in Section 7.3).
- (b) **Classification Seniority:** The date that an employee starts working in a classification. Example: Security Officer, Dispatcher. This seniority will be used to bid for shifts only.
- (c) Seniority attained under predecessor companies shall be recognized.

SECTION 7.2. Loss of Seniority: Seniority shall be lost by an employee under the following circumstances:

- (a) When he/she is discharged by the Company, unless later reinstated under the Grievance Procedure.
- (b) When he/she quits the service of the Company upon his/he own volition.
- (c) When laid off for a period exceeding eighteen (18) months without being recalled from layoff as set forth in Section 7.7.

- (d) If an employee is promoted to a supervisory job with the Company for the NASA Security Officer Department, he/she shall for a period of thirty (30) days retain an option to return to the job from which he/she was promoted. The Company also may return the employee to the bargaining unit within thirty (30) days. Upon returning to the bargaining unit, he/she will again be credited with the seniority he/she would have had if he/she had not been promoted. After thirty (30) days in the supervisory position, the employee will lose all seniority and will not be allowed to return to his/her former position.
- (e) Bargaining unit personnel may apply for non-bargaining unit positions, but the Company retains the right to fill non-bargaining unit positions at its sole discretion from inside or outside the bargaining unit.
- (f) If an employee who has been promoted to a position within the bargaining unit voluntarily resumes a lower classification, seniority earned in the higher classification will be lost but Unit Seniority will not be affected.

SECTION 7.3. Probationary Employees

A new employee shall be considered a probationary employee for the first ninety (90) calendar days or five hundred twenty (520) hours of employment, whichever is greater, and at the end of this period, if he/she is retained, his/her name shall be placed on the seniority list and his/her seniority shall start from the original date for hire. In the event of discharge of a probationary employee, the Business Agent shall be notified of the reason for discharge. The termination of employment of an employee during the probationary period shall not be subject to the Grievance Procedure.

SECTION 7.4. Seniority List

The Company agrees to compile and furnish at quarterly intervals to the Union six (6) copies of a seniority list showing the seniority of each employee in the bargaining unit. Employees shall have ten (10) work days following the posting of the seniority list, or following return from leave or vacation, to raise objections in writing to the correctness of the list. If no objections are raised, the list will be considered correct.

SECTION 7.5. Filling of Vacancies Within the Bargaining Unit

- (a) Promotions to other positions in the bargaining unit shall be on the basis of qualifications or requirements established by the client and unit seniority. Extra-Board employees who apply for promotions will be considered on the basis of their seniority date on the supplemental seniority list. If the employees selected does not meet the requirements of the position within thirty (30) days, the employee shall be given the opportunity to return to his/her former position with no loss of seniority.
- (b) Full-time officer vacancies will be offered on the basis of overall seniority, including employees working as part-time dispatchers.

SECTION 7.6. Work Force Decrease (Layoff)

- (a) The seniority classification shall prevail in any decrease in work force per shift. Probationary employees shall be the first to be laid off. Any decrease in work force over one (1) work day shall affect the entire seniority classification.

SECTION 7.7. Recall from Layoff

- (a) Recalling shall be in reverse order of layoffs, provided that the employee meets all client requirements before returning to work. Supervisors will not be demoted to an officer's position when there are officers with rights under this Article to be recalled.
- (b) Employees who have been laid off are eligible for recall for a period of eighteen (18) months. Employees being recalled shall be notified by certified mail, return receipt requested, mailed to the last address on record in the Company's file. A copy of the recall notice will be sent to the Union. If the Company does not receive a written reply from the employee to said letter within six (6) days from the date of its delivery, as shown on the certified mail receipt, in which the employee agrees to report for work within two (2) weeks after he/she has received said notification, or if the post office returns said letter to the Company because it is undeliverable, or the employee does not report as provided in the section, the employee shall be considered to have forfeited all recall rights unless these time limits are extended by the Company. In case of an emergency, the Company may temporarily fill any vacancy.

SECTION 7.8. Bids for Shifts

- (a) Every three (3) months employees shall have seven (7) days in which to indicate the shifts of their desires. Employees may show a first, second, and third choice and assignments will be made in the order of seniority, provided the necessary experience and qualifications are maintained on each shift.
- (b) Any changes of more than twenty-eight (28) days from the posted hours for the shifts constitute a new shift. If any employee fails to indicate his/her shift choice, he/she shall forfeit his/her seniority for the remaining quarter. All openings of more than twenty-eight (28) days will be filled in accordance with the bid roster.

SECTION 8.1. Union Officers

- (a) Upon approval by the Company accredited Union Officers shall be granted up to fifteen (15) days per year to attend conventions or attend to their operations. Such leave will be unpaid, except to the extent the Union officer elects to use available vacation leave. The Union will give the Company at least five (5) days notice for absences of two (2) days or more and forty-eight (48) hours notice for absences of one day (except in cases of emergency which would make such amount of notice impossible). In any event, the Company will be notified. No more than two (2) employees shall be absent at any time for such purpose. If the Union desires that more than two (2) employees be absent at one time for such purpose and makes request of the Company the Company may grant such request if in its opinion operations will not be unfavorably affected thereby. Such leaves of absence shall not affect the seniority of the employees.
- (b) Any employee whose continued absence over a longer period is necessary because of his/her duties as an officer or representative of the Union will be given a leave of absence to not exceed one (1q) year without pay for such purpose. Annual leaves of absence shall not be granted for consecutive years unless mutually agreeable to the Company and the Union. Upon his/her retirement from such offices, his/her retirement from such offices, he/she shall be entitled to return to his/her former position without loss to seniority provided he/she reports to work within fifteen (15)

days following the expiration of his/her leave and he/she is able to meet all requirements to work on the contract. An employee granted such extended leave of absence shall return all security identification at the time his/her leave of absence begins.

SECTION 8.2. Employees Leaves of Absence

- (a) An employee may be granted an unpaid leave of absence of sixty (60) calendar days for any reason without loss of seniority, provided the employee has exhausted all available vacation leave. Employees will be limited to one (1) leave of absence period in any calendar year; employees must return to work for at least ninety (90) days before they are eligible for another leave of absence in the subsequent calendar year. No more than two (2) employees may be absent at any one time. The Company will pay the Company's share of the employee's insurance premium only during the first thirty (30) calendar days. Requests for a leave of absence shall be submitted in writing by the employee a maximum of sixty (60) days in advance and a minimum of thirty (30) days in advance, unless an emergency or medical situation exists. The Company shall approve/disapprove the request in writing. The sixty (60) day leave of absence shall be binding upon the employee making the request unless the Company can arrange for the return of the employee in a shorter period without incurring cost. This Section 8.2(a) will not be effective until June 1, 2000.
- (b) Employees who have worked for the Company or on the contract for at least one (1) year are eligible for an unpaid leave of absence up to twelve (12) weeks in accordance with the Family and medical Leave Act of 1993. In cases of occupational injury or the employee's own serious health condition, the employee may extend the leave of absence for up to twenty-four (24) months in total. The Company shall pay the Company share of any medical or dental premiums during the first twelve (12) weeks of leave under Section 8.2(b). There shall be no loss of seniority while an employee is on a leave of absence under Section 8.2(b).
- (c) An employee may not engage in other employment during a leave of absence granted under this Section.

ARTICLE 9

HOURS OF WORK, OVERTIME, AND HOLIDAYS

SECTION 9.1. Definitions and Regulations This Article is intended to define the work day, work week, rest days, and regular work schedules and the manner in which these affect payments to the employee.

- (a) The established work week of all employees shall be the seven (7) day period beginning at 12:01 a.m. on Saturday until 12:00 p.m. the following Friday.
- (b) Rest days for full-time employees shall be consecutive, when practical.
- (c) The workday is defined as a period of twenty-four (24) consecutive hours beginning at the start of the employee's shift. An employee's normal workday will consist of eight (8) consecutive hours.
- (d) For the purpose of this Contract, the employee's straight time rate is the rate of pay per hour set forth in Section 21.1(a) and Section 21.1(c), exclusive of shift premium. The regular rate of pay per hour is the rate of pay per hour set forth in Section 21.1(a) and Section 21.1(c), inclusive of any shift premium that is applicable for the hours worked.

SECTION 9.2. Work Schedules

- (a) An employee's regular work schedule is his/her assigned workdays within the established workweek, such schedule to be determined by the Company and posted at least by the end of the shift on Monday of the previous week.
- (b) The days and shifts that an Extra Board Employee has made himself/herself available to work will be considered as his/her next scheduled workday.
- (c) An employee who does not receive forty-eight (48) hours notice in advance of his/her shift change, except when such change is communicated to the Company from the client within the forty-eight (48) hour period, will be paid one and one-half (1 ½) times his/her regular rate of pay for all hours worked on the first day worked on said shift. This provision shall not apply to employees on the Extra Board.

- (d) Nothing in this Agreement shall be construed as a limitation upon the Company's right to schedule employees to meet changing client requirements.

SECTION 9.3. Time and One-Half (1-1/2) Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid as follows:

- (a) For hours worked in excess of forty (40) in the established work week.
- (b) For hours worked in excess of eight (8) consecutive hours.
- (c) For hours worked in excess of eight (8) in the workday.
- (d) Time worked on the employee's first or second schedule day off in the established workweek, except that double time (2 times the regular rate of pay) shall be paid for time worked on the second scheduled day off in the established work week if the employee has also worked his/her first scheduled day off.

SECTION 9.4. Holidays

- (a) Full-time employees shall be paid eight (8) hours at their straight-time rate for each of the following ten (10) Holidays on which they are not required to work:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	M. L. King's Birthday

- (b) In addition to these Holidays, a full-time employees shall be granted Holiday pay for any holiday that may hereafter be declared by the President of the United States, Director of NASA, or Director of George C. Marshall Space Flight Center, provided the Company receives prior approval for reimbursement from NASA. The Company agrees to seek prior approval for payment of such holidays from the Client as each instance occurs.
- (c) A full-time employee who is required to work on a Holiday will be paid one and one-half times the

employee's straight time rate of pay for all hours worked on a Holiday in addition to eight (8) hours of Holiday pay as provided in Section 9.4(a). Extra-board employees are not eligible for holiday pay but shall be paid one and one-half times their straight time rate for all hours worked on a Holiday.

- (d) If a designated holiday occurs during an employee's paid vacation period, the employee shall receive eight (8) hours of holiday pay for the Holiday at the straight time rate in lieu of being charged for a vacation day.
- (e) In order to be eligible for Holiday pay, an employee must have been on a pay status during the workweek in which the Holiday falls and must have worked his/her last scheduled workday prior to and his/her next scheduled workday after such Holiday. An employee who is eligible to receive Holiday pay who is scheduled to work on a Holiday and, after being assigned, refuses or fails to report to work shall not receive Holiday pay. An employee who calls in sick on a Holiday will receive sick leave pay (provided the employee provides a doctor's excuse for the day if abuse is suspected), but will not receive Holiday pay.
- (f) Holidays will be observed on the day observed by the client, except Christmas Day which will be December 25 and New Years Day which will be January 1.
- (g) Time paid for but not worked on a Holiday shall not be considered as time worked for the purpose of computing weekly overtime pay.
- (h) An employee who is scheduled to work a Holiday but who does not desire to work may submit a request not to work the Holiday no later than seven (7) days prior to the Holiday. An employee who is not scheduled to work but who desires to work on a Holiday may make his/her request in writing seven (7) days prior to the Holiday. Two (2) officers and one (1) dispatcher will be permitted off per shift to the extent other employees who request to work are available and commit to work. Consideration in granting employee requests will be based on the number of Holiday requests previously granted and then by seniority. The Company may approve additional requests not to work the Holiday to the extent replacements are available and commit to work. Full-time employees shall be given first opportunity to

work based on low overtime hours and then Extra-Board employees will be called. An employee who requests to work a Holiday and who is so assigned and who subsequently does not work shall not be eligible for Holiday pay. Employees are not eligible for overtime under Section 9.3(b) or 9.3(c) for any shift they work within twenty four (24) hours following their Holiday shift, unless the employee is held over by the Company to fill a vacancy. Any vacancy that must be filled after the schedule is posted shall be filled in accordance with Section 9.9(d).

SECTION 9.5. Call-In Pay

An employee who is notified by the Company to report for work outside his/her regular shift shall receive not less than the equivalent of four (4) hours pay for such call-in. Call-in pay shall not apply to an early start on the employee's regular shift provided that the employee is notified of such early starting time before the completion of his/her last shift.

SECTION 9.7. Pyramiding of Overtime

The allowance of overtime premium payment on any hour for which an employee receives compensation eliminates that hour for consideration for overtime premium payment on any other basis. If time worked falls under two (2) or more overtime premium pay classifications, the higher rate shall prevail.

SECTION 9.8. Offsetting Overtime

An employee shall not be required to take time off from his/her work schedule in order to offset overtime previously worked.

SECTION 9.9. Assigning and Posting Overtime

- (a) It is understood that the Company may call extra Board personnel to avoid creating overtime. However, if the absence in a classification cannot be filled except at an overtime rate, it shall be offered first to full-time employees within a classification as equally as practical. It is understood that full-time employees will be given the opportunity to work holidays before Extra Board employees. The Company will maintain an overtime chart, which will be posted on the bulletin board at NASA Security Headquarters for examination by employees.

- (b) All work assignments which are made necessary by scheduled or unscheduled absences within the work force or to meet operational requirements of the client of less than forty (40) hours per week will be filled by Extra Board employees wherever possible.
- (c) When an overtime rate is offered, employees will be called on the basis of the employee with the lowest number of overtime hours being called first. When offered overtime is refused, the refuser will be charged with the actual overtime hours worked by the employee who accepts. An employee cannot be charged with more than he/she is allowed to work.
- (d) All other replacements will be according to the following procedure:

Replacements for Officer positions

- 1. Extra Board personnel
- 2. Holdover personnel from shift on duty
- 3. Off day personnel
- 4. Early Call in from on-coming shift
- 5. Limbo (Example: someone gets off 1st shift and is needed for third shift when next day is off-day)
- 6. Extra Board personnel as hold over or early call back
- 7. Close Post (must have been approved by Operations Manager)
- 8. Full-time and extra-board dispatcher (for Officer position only)
- 9. 2nd off day personnel
- 10. Draft (Full time employee on duty with low overtime hours)

Replacement for Dispatcher positions

- 1. Extra Board personnel listed as dispatcher personnel
 - 2. Holdover dispatcher from shift on duty
- Replacements for Officer positions (continues)
- 3. Off day dispatcher personnel
 - 4. Early call in for dispatcher, from on-coming shift
 - 5. Extra Board dispatcher as holdover or as early call back
 - 6. Close position (must have been approved by Operations Manager)
 - 7. 2nd off day dispatchers
 - 8. Draft (Full time employee on duty with low overtime hours)

- (e) If an emergency arises during a shift that requires additional personnel, the Company shall first attempt to meet the requirements through Extra Board personnel. In the event additional staffing is required, every effort will be made, as soon as the requirement is known, to contact the personnel scheduled to work the next shift (early call in). If the requirement cannot be filled by early call-in, the remaining procedures in Section 9.9(d) will be followed.
- (f) The Company will use qualified officers in the Dispatcher classification until such time as replacement dispatcher is available and present for duty per the provisions of this agreement.
- (g) It is understood that Supply/Motor Sergeant is considered for overtime purposes within the Dispatcher's classification, and his/her overtime will be considered and credited accordingly. The Supply/Motor Sergeant may be utilized during his/her regular scheduled hours to replace bargaining unit employees and fill temporary emergency requirements.
- (h) A new employee at the end of his/her probationary period shall be charged with the same amount of overtime hours as the employee on the overtime roster with the highest number of hours.
- (i) An employee reporting to work following a leave of absence in excess of fifteen (15) days will be charged with the same number of hours as the employee on the overtime roster with the highest number of hours.
- (j) The maximum continuous hours an employee can work is eighteen (18) hours.
- (k) It is also understood and agreed that at such time that the Supply/Motor Sergeant is working as a Dispatcher, his/her services may be needed at short intervals to assist the Company's employees, not to exceed one (1) hour. Such periods will be covered by an officer qualified to perform dispatcher duties.
- (l) The Company will make every reasonable effort to contact personnel within this agreement and should the Company be unable to contact an employee within the classification who is willing to fill the position, then the Company will be free to meet their operational needs in any manner deemed necessary to comply with their contractual requirements with the Client.

- (m) Bargaining unit personnel are required to have an operating telephone and the number will be given to the Company.
- (n) Overtime hours will be zeroed out at the time of each quarterly bid for shifts and days off.
- (o) If the Company fails to offer overtime to the employee with the lowest number of overtime hours on the roster, the employee will be offered overtime hours at the applicable rate until the discrepancy is corrected.

ARTICLE 10

VACATION

SECTION 10.1. Vacation Eligibility and Allowance

- (a) Full time employees shall receive vacations based on years of completed service since their most recent date of hire, recognizing continuous service on the contract with predecessor contractors, in accordance with the following schedule.

Less than one (1) year of service	0
One (1) to five (5) years of service	21 days (168 hours)
Five (5) to twelve (12) years of service	26 days (208 hours)
Twelve (12) to twenty (20) years of service	30 days (240 hours)
Twenty (20) to thirty (30) years of service	31 days (248 hours)
Thirty (30) to forth (40) years of service	32 days (256 hours)
More than forth (40) years of service	33 days (264 hours)

- (b) On June 1, 2000, employees will be credited with vacation earned between June 1, 1999 and May 31, 2000 in accordance with the schedule above. Thereafter, employees will be credited with vacation hours on their anniversary date for use during the following year, such amounts to be prorated between June 1, 2000 and June 1, 2001.
- (c) All vacation hours shall be used or paid for during the eligible year (the anniversary year after same were earned), except that up to 80 vacation hours may be carried forward into the next anniversary year. Employees may request a cash-out of hours once a year during the pay period which follows the employee's anniversary date. All hours in excess of eighty (80) hours will be paid out at the straight-time rate the vacation was accrued under.

- (d) Requests for vacations of one (1) day must be submitted in writing at least two (2) days in advance. Requests for vacations of two (2) to five (5) days must be submitted in writing at least seven (7) days in advance. Requests for vacations of more than five (5) days must be submitted fourteen (14) days in advance.
- (e) Requests for vacation will be considered by the Company in order of the date the request is received. No more than one (1) Dispatcher and one (1) Security Officer per shift or two (2) Security Officer per shift will be scheduled for vacation at any one time, unless approved by the Project Manager. The Project Manager may approve two (2) Dispatchers from the same shift where Extra Board Dispatchers can be scheduled as replacements.
- (f) An employee who is recalled following a layoff for Reduction in Force will be required to work one (1) year following his/her recall before he/she is again eligible to take a vacation, but will earn vacation pay as provided in this Article.
- (g) Absence of an employee on his/her scheduled work day, immediately preceding or following his/her vacation, may not be excused for any reason except unavoidable circumstances. The determination as to whether the circumstances are unavoidable or not will be judged by the Project Manager.
- (h) When an employee is terminated for cause prior to his/her anniversary date, the employee will be paid only those hours that may have been earned, but are not vested because the anniversary date has not been reached, will not be paid.
- (i) When an employee who has worked at least one year voluntarily terminates, all vacation hours that have been vested as well as those vacation hours earned, but not vested, will be paid.
- (j) With approval of the Project Manager, employees who have bid vacation periods may voluntarily agree to trade vacation dates provided no overtime is created by such change and as long as it does not conflict with vacation choices of other employees.
- (k) Union officers and stewards who have been certified in writing to the Company as Union representatives may charge time spent on Union business, as provided by Section 8.1 to their vacation accounts without exercising their seniority preference.

SECTION 10.2. Vacation Pay

- (a) Vacation payment will be calculated on the basis of employee's straight time hourly rate, to include incentive pay for full time dispatchers as stated in Section 21.1(c) of this Agreement.
- (b) If an employee dies, the employee's survivors shall be paid the earned vacation allowance that would have been due to the employee.

ARTICLE 11

MILITAR SERVICE

SECTION 11.1. Applicable Statutes, etc.

Employees are eligible for an unpaid leave of absence in accordance with applicable federal and state law when called to active military duty or for required annual training in the United States Armed Forces, Reserves, or National Guard. The employee shall furnish the Company with a copy of his/her military orders at the time the leave of absence is requested.

SECTION 11.2. Veteran Seniority

Employees who are approved for a military leave of absence shall be reinstated in accordance with applicable federal or state law. Employees returning from military leave of absence shall be credited with seniority on the basis of their total previous unit seniority prior to such leave plus accumulated seniority during the time of such service, providing such employees apply for re-employment within the time limits established by applicable federal or state law.

ARTICLE 12

PROMOTIONS, TRANSFERS, PAYDAY AND MEAL BREAKS

SECTION 12.1. New Job Classifications

In the event that, after the effective date of this contract, the client should establish new job classifications in the Security Department which fall within the spirit of Article 2.1 (Union Recognition) of this collective bargaining agreement, the Union and Company will negotiate wages, benefits, and other terms and conditions of employment regarding same and such shall be binding upon both parties.

SECTION 12.2. Promotions

An employee promoted to a higher classification in the bargaining unit will receive the starting rate of the new classification. If the starting rate of the new classification is the same or less than his/her present rate, he/she will receive the new higher rate above his/her present rate in the progression schedule for the new job classification. Employees will therefore progress to the job rate in accordance with the progression schedule for the job classification.

SECTION 12.3. Transfers

When an employee is transferred to a lower paying classification, either at his/her own request or when no other work is available that he/she can perform, he/she shall receive the rate of the lower classification in accordance with his/her seniority.

SECTION 12.4. Payday

- (a) Payday shall be every two weeks (bi-weekly) on Friday. Employees who are working on Friday shall receive their checks during their regular working hours; employees on the first shift shall be paid on Friday, but may be required to pick up their checks after the delivery of the checks to the Company via overnight mail.
- (b) Employees not working the day shift may pick up their checks at Building 4312 on Friday after the delivery of the checks to the Company via overnight mail or wait until their next scheduled shifts to pick up their checks. An employee who is not working on payday may designate someone else to pick up his/her check, provided the person picking up the check has a signed and dated authorization from the employee to do so.
- (c) The Company reserves the right to change pay days periods as set forth in Section 9.1 for legitimate business reasons, provided the Union and employees are given at least three (3) weeks' notice of the change.

SECTION 12.5. Meal Breaks During overtime

An employee who is scheduled to work twelve (12) hours or more is entitled to a thirty (30) minute meal break. If the mission allows, this break will be taken at a time worked out

between the employee and the shift supervisor on duty. If the mission does not allow a 30 minute meal break, the employee will put the correct amount of time worked on the payroll sheet. The supervisor will indicate, on the payroll sheet, .5 hours for "Meal Allowance Time". This meal period will not be taken during the last thirty (30) minutes of a shift.

ARTICLE 13

NO STRIKE CLASUE AND PROTECTIVE EQUIPMENT

SECTION 13.1. No Strike

The Union agrees that during the term of this contract, neither the Union nor its members shall sanction, assist, or engage in any strike, slow down work or stoppage, or in any manner restrict or limit the operations of the Company and will not recognize any picket lines; the Union will require its members to perform their services for the Company when required by the Company to do so, to include the protection of the Client's property and the conduct of security services under all conditions that may develop during the term of this contract. Employees violating the provisions of this Article shall be subject to immediate dismissal. It is the considered and deliberate intention of the Union to prevent stoppage of work of any kind or character whatsoever during the term of this contract.

SECTION 13.2. Protective Equipment

When necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment.

ARTICLE 14

PROTECTIVE SECURITY

SECTION 14.1. Classified Material

The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically authorized such information by the United States Government.

ARTICLE 15

GENERAL

SECTION 15.1. Labor-Management Committee

There is hereby established a Labor-Management Committee which shall meet once each quarter, and which will consist of not more than three (3) representatives each from the Union and the Company, except when mutually agreed upon for a particular meeting. The function of the Labor-Management committee is to promote a better understanding between the employees and the Company for the mutual interest and welfare of all concerned. The meetings of this committee shall be held at such time as agreed upon between the Company and the Union.

SECTION 15.2. Contract Booklet

The Company will furnish the Union with a sufficient number of copies of the parties' collective bargaining agreement for distribution to its members.

SECTION 15.3. Union Bulletin Board

The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of the Union meetings and Union social events. The Union agrees not to post any material that is derogatory to the Company, the client, or the United States Government.

SECTION 15.4. Work Performed by Supervisors

Supervisory or other personnel shall not regularly do the work of employees in the bargaining unit which will deprive such employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction or assistance or from occasionally performing security officer, dispatcher, or mulching services.

SECTION 15.5. Preparation for Work

Compensation will be paid for time spent on required preparation for work activity/reporting to post in accordance with the Fair Labor Standards Act.

SECTION 15.6. Uniforms

- (a) Uniforms and equipment worn or used by the officers who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with consent of the Company. The Company will furnish officers with uniforms and equipment. The Company shall alter, repair and launder/clean trousers, shirts, lightweight jackets, and coats that are issued by the Company. Employees are responsible for replacing any uniform items that are lost or damage/destroyed due to reasons other than normal wear and tear. Employees who do not return all uniform items upon separation from the Company in reasonable condition will have the cost of such uniform deducted from their final paycheck.
- (b) It is understood that the officer will wear black leather round-toed shoes or boots without any decorative design, furnished by the officers. No athletic/tennis shoes will be permitted. Employees must supply and wear a white T-shirt under their uniform shirt.

SECTION 15.7. Work Assignments

Work assignments will be made by supervisors on a twenty-Eight (28) day basis and rotated as equally as possible on each shift to ensure all employees work each post. Employees may swap posts on a voluntary basis during Guard Mount, provided each employee works each permanent post at least three (3) times per 28-day schedule if assigned. It is the employee's responsibility to ensure that each post is worked three (3) times; failure to do so will result in the loss of privileges to swap as follows: first offense, three (3) months; second offense, six (6) months, third offense, loss of swapping privileges.

SECTION 15.8. Rules and Regulations

- (a) The Company shall have the right to establish reasonable rules and regulations. Employees shall comply with such rules and regulations which are posted or provided, and the Company may discipline or discharge for just cause for violations of such rules and regulations.

SECTION 15.9. Discipline and Discharge

- (a) No employee covered by this Agreement who has successfully completed his/her probationary period shall be disciplined or discharged except for just cause.

- (b) Just cause for discipline or discharge may be, but is not limited to, failure to meet or maintain client requirements, violations of the Company's reasonable rules and regulations as provided in Section 15.8 above, or other reasons that constitute just cause.
- (c) An employee who is disciplined or discharged will be shown a copy of the Disciplinary/Counseling Report ("DDCR") that is issued by the Company. The employee is required to sign the DCR, but in doing so this does not mean that the employee agrees with the content of the DCR, but only that he/she has read same. An employee may request a copy of the signed DCR.

ARTICLE 16

SICK LEAVE ALLOWANCE

SECTION 16.1. Sick Leave

- (a) Full-time employees are eligible for twelve (12) days of sick leave per year, which will accrue at the rate of 3.7 hours bi-weekly pay period. Sick leave is available for use as it accrues during the contract year in accordance with the Company's sick leave policy.
- (b) Employees who are absent due to sickness shall not be required to present a doctor's certification of illness, except when the employee is absent for more than three (3) consecutive work days or when the absence occurs before, after, or on a Holiday, or when the absence occurs on the day before or after a vacation period, or when there is suspicion of abuse.
- (c) At the end of each contract year, employees may carry over up to ninety-six (96) hours of sick leave into the next contract year or submit a request in writing for a cash out. Unused sick leave in excess of ninety-six (96) hours will be paid automatically to the employees at the end of the contract year.
- (d) When a full time employee is reduced from full-time status to Extra Board status due to a layoff, the employee will be paid for the amount of sick leave he/she has accrued and available at the time.
- (e) Employees may utilize sick leave as personal leave in the case of bona fide family emergencies. Employees may be requested to provide verification of the emergency if abuse is suspected.

ARTICLE 17

VOTING TIME

If it is reasonably impossible for an employee to vote on his/her own time, the Company shall allow the employee a reasonable period of time off from work without pay to vote in a national, state, county, or local election for which the employee is eligible to vote.

ARTICLE 18

JURY DUTY

A leave of absence shall be granted to employees who are summoned for jury duty or subpoenaed as a witness. The employee shall present the summons or subpoena to the Company upon receipt to be eligible for pay. Employees shall be compensated based on their normal straight time rate for up to eight (8) hours for each scheduled work day missed, up to a maximum of ten (10) days per summons. Employees shall be required to produce evidence that they were called and required to serve on a jury or as a witness on the days for which compensation is requested.

ARTICLE 19

FUNERAL PAY

A full time employee shall be granted an excused absence for such time as may be reasonably needed for the purpose of attending or arranging a funeral for a member of his/her immediate family and will be paid his/her straight time rate for any and all of three (3) regularly scheduled work days which may include the day following the funeral. For the purpose of this section, the term "a member of his/her immediate family" shall include the following: spouse, children, brother, sisters, parents and/or guardians, step-parents, grandparents, and parents-in-law, daughters-in-law, sons-in-law, brothers-in-law and sisters-in-law of the employee. Proof of relation will be provided to the Company.

ARTICLE 20

MISCELLANEOUS

SECTION 20.1.1 Emergency and Personal Relief

The Company will furnish enough employees to provide reasonable emergency and personal relief.

SECTION 20.2. Off-Days

Off-days will be rotated equally among employees on each shift as requirements allow.

SECTION 20.3. Negotiating Committee

Up to three (3) members of the negotiation committee shall be excused from work on the days that negotiations are held and will be paid eight (8) hours maximum at their straight time rate for a maximum of three (3) days, irrespective of the number of hours spent in the day in negotiations. The Union shall pay the bargaining unit negotiating committee any additional days required. Off days of negotiating members may be changed to coincide with the negotiating sessions.

SECTION 20.4. Employee Discipline

The parties agree that all past disciplinary actions which occurred a year or more previously will not be used as a basis for further disciplinary action against an employee, with the exception of Level III infractions from the Company's rules and regulations, which may be used as a basis for further disciplinary action for a period of three (3) years.

SECTION 20.5. Violations of Rules and Regulations

An employee called before any Supervisor for alleged violations of rules and regulations may, at his/her request, have a Union representative with him/her.

SECTION 20.6. Facilities Use

Employees shall be allowed access to all facilities at the Marshall Space Flight Center available to employees of contractors; employees may not use such facilities during work hours, other than the cafeteria during bona fide meal breaks.

SECTION 20.7. Direct Deposit

Employees may elect to participate in the Company's direct deposit program in accordance with Company policy. The employee may direct his/her pay into one or two financial institutions that are a part of the Federal Reserve System.

SECTION 20.8. Union Counseling Room

The Training Room, Room 112, will be made available to the

Bargaining Unit, when the mission allows, for private meetings between Union officials and individual employees who are not on duty regarding Union business. Meetings generally shall not be held during work hours, without the approval of the Company's designated representative.

SECTION 20.9. Officer's Lockers

The officer's lockers will be opened only in the presence of the individual officer or the Shift Steward. Any exceptions will be referred to Operations manager. All such locker entries will be recorded in the "PSCC Blotter". The master key to the officer's lockers utilizing company-furnished locks will be controlled by the PSCC and each time it is used, an appropriate entry will be made in the PSCC Blotter.

ARTICLE 21

WAGES

SECTION 21.1. Wage Provisions

(a) Wages will be paid as indicated below:

	Effective 04/21/00	Effective 09/01/00	Effective 09/01/01	Effective 09/02/02	
HOURLY RATES	(b)(4)				
Security Officers					
0-6 months					
Over 6 months					
Sergeants					
SHIFT DIFFERENTIAL					
1 st Shift	(b)(4)				
2 nd Shift					
3 rd Shift					

- (b) When an employee works in a higher classification for a time exceeding one (1) hour, he/she shall be paid the wages of the higher classification for all hours worked in the higher classification.
- (c) Due to the increase in technology requirements of the Dispatcher position, the Company will add a \$.50/hour differential to the salary of each employee while

serving as a Dispatcher. This differential will only be paid to Sergeants while performing the Dispatcher duties either in a full-time status or a full-time/part-time status, or to any other employee when he/she performs the duties of Dispatcher for more than one (1) hour. (For full-time dispatchers this differential will be considered to be part of their salary for the purpose of computing vacation and sick pay). The differential does not pertain to the duties of Supply/Motor Sergeant. This differential will be paid in addition to the other benefit entitlements earned as an employee of the Company.

- (d) Extra-Board employees are not entitled to the six-month security officer rate until they have completed 520 hours of work on the contract.
- (e) Extra-board employees shall be paid the wage rate as provided in Article 20 of this contract. In lieu of all benefits that are received by full-time employees, Extra-Board will receive a differential for each hour worked capped at 40 hours per week as indicated below. This differential shall not be used in the calculation of any overtime rate.

0-5 years
5-12 years
12+ years

(b)(4)

- (f) An employee who performs mulching duties shall receive \$0.50 per hour above the Sergeant rate for all hours worked performing mulching duties.

ARTICLE 22

LAYOFF ALLOWANCE PAY

A full-time employee who is laid off due to lack of work shall be given two (2) weeks notice or two (2) weeks pay at his/her regular rate of pay for each day worked less than two (2) weeks. This provision shall not apply in the event of a change in security contractors.

ARTICLE 23

UNION SECURITY, CHECKOFF, AND ACCESS

SECTION 23.1. Union Security

- (a) All employees of the Company covered by this Agreement who are members of the Union on the effective or

execution date of this Agreement, whichever is later, shall remain members and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is later, become and remain members in the Union. All employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirty-first (31st) day following the beginning of each employment become and remain members of the Union. If an individual refuses to pay dues or an initiation fee as requested under this Article, the Company, upon request of the Union shall discharge the individual. The discharge shall be effective within ten (10) days after the employee shall be given the right to cure the default in payment of such dues, initiation fees, or uniformly levied assessments by tender of same to the Union.

- (c) The Union agrees to defend and indemnify and hold the Company harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs and expenses in any manner arising out of or connected with action by the Company taken pursuant to the provisions of this Article.

SECTION 23.2. Check-off

- (a) Upon receipt by the Company of a check-off authorization in the form set forth in Section 23.2(c) of this Agreement, dated and executed by an employee, the Company shall deduct from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such check-off authorization, until such authorization is revoked by the employee in accordance with the terms thereof, the Union's membership dues for the month in which such deduction is made.
- (b) The Company will forward the moneys so deducted to the Treasurer, Local 33, Building 4312, MSFC no later than fifteen (15) days after the dues are deducted, together with a list of the names of the employees from whose pay deductions were made. The Company shall deduct from an employee's wages only that amount of money which the Union has certified, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in the

Union. If, for any payroll period in which the Company is obligated to make deductions pursuant to this Section, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct pursuant to this Section, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

- (c) The Company shall not deduct any moneys from an employee's wages pursuant to Section 23.2(a) of this Agreement, unless the check-off authorization has been executed on the form provided by the Union and agreed to by the Company, which states:

I, _____, hereby authorize my employer, OMNI-Cube, L.L.C., to deduct from my pay, Union membership initiation fees, dues and assessments in the amounts fixed in accordance with the bylaws of Local No. 33 and the constitution of the international Guards Union of America and pay same to said Local union in accordance with the terms of the bargaining agreement between the employer and the Union.

This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of said agreement whichever occurs sooner and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to the employer and the Union ten (10) days prior to the expiration of each one (1) year period, or of each applicable bargaining agreement between the employer and the Union, whichever occurs sooner. Fees, dues, and assessments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Signature of Employee _____

Date _____

- (d) The Union agrees to defend and indemnify and hold the Company harmless from any and all claims, demands, suits, grievances, liabilities, actions, costs, and

expenses in any manner arising out of or connected with action by the Company taken pursuant to provisions of this Article.

SECTION 23.3. Union Access

Union officials who are employees shall be permitted access to the work site during non-work hours to conduct official Union business, provided they notify the shift supervisor on duty of their presence. Union officials who are not employees must request permission in advance for access to the work site to conduct Union business and must sign in through normal visitor procedures. Such request shall not unreasonably be denied.

ARTICLE 24

SHIFT DIFFERENTIALS

- (a) The second (2nd) shift shall be considered a day shift if all hours of the shift fall between the period from 6:00 A.M. and 6:30 P.M. for the purpose of shift differential payment.
- (b) The third (3rd) shift shall be considered an evening shift if all hours of the shift fall between the period from 1:00 P.M. to 1:30 A.M. for the purposes of shift differential payment.
- (c) The first (1st) shift shall be considered a midnight shift if all hours of the shift fall between the period from (9:00 P.M. to 9:00 A.M. for the purposes of shift differential payment.
- (d) If it is necessary to schedule a shift that does not come within the hours established for either day shift, the evening shift, or the midnight shift, the shift differential applicable, if any, will be established in accordance with the following:
 - 1. If more than four (4) hours of the work schedule fall within the hours established above for the day shift, shift differential payments will not be applicable.
 - 2. If more than four (4) hours of the work schedule fall within the hours established above for the evening shift, payment for the entire work schedule will be made on the basis of the evening shift differentials.

3. If four (4) hours or more of the work schedule fall within the hours set forth above for the midnight shifts, payment for the entire work schedule will be made on the basis of the midnight shift differential.

SECTION 24.2. Shift Differentials and Holiday Payment

- (a) Shift differentials shall be added to the straight-time wage rate in computing holiday payments for regular evening shift or midnight shift work.
- (b) Shift differentials shall be added to the straight-time wage rate for regular scheduled evening and midnight shift employees.

ARTICLE 25

GROUP INSURANCE PLAN

SECTION 25.1. Group Insurance

- (a) The Company shall pay 100% of the current cost of the premium for a medical, dental, life and AD&D, vision, and short-term disability plan for full-time employees. The Company shall also pay 100% of the current cost of the premium for family medical and dental coverage for bona fide dependents as defined by the insurance carrier. The Company may offer supplemental employee and dependent insurance plans at group rates which will be paid one hundred percent (100%) by the employee through payroll deduction if elected.
- (b) The Company reserves the right to shop for insurance plans with comparable levels of coverage and to change insurance providers and/or plans during annual open enrollment periods with prior notice to the Union.
- (c) Should the cost of premiums exceed the current rates in any open enrollment period during the life of this Agreement, the Company's contribution for family coverage will decrease to 85% and the employee's contribution will increase to 15%. The Company shall notify the Union in advance of any increase in premium.
- (d) Employees who do not participate in the plan or who do not opt for dependent coverage shall not receive monetary rebates.

ARTICLE 26

IRA ACCOUNTS

- (a) The Company shall contribute \$1.00 per hour paid, capped at 40 hours per week, to an IRA account for each employee who has completed 520 hours of employment with the Company.
- (b) Contributions shall be deposited into IRA accounts established by the employee at the Redstone Federal Credit Union. Employees are responsible for opening an IRA account prior to the date the Company is obligated to make the first contribution under this Article. An employee who does not open an account in a timely manner forfeits his/her right to any contribution under this Article until such time as the account is opened.
- (c) The company has no responsibility for the IRA accounts; other than to make deposits in accordance with this Article.

ARTICLE 27

EXTRA BOARD

SECTION 27.1. Purpose

In recognition of the fact that absenteeism does occur as a normal part of operating, the parties agree to an "Extra Board" consisting of employees available for assignment to cover absenteeism of any kind among the regular work force at Marshall Space Flight Center, including vacation, sick leave, jury duty, military leave, funeral leave, family leave, occupational injury leave, or any other absence, and to cover operational requirements mandated by the client that are less than forth (40) hours per week.

SECTION 27.2. Identification of Extra Board Employees

The Company will identify all Extra Board employees by date of hire on a supplemental employee list to be furnished the Union along with the regular seniority list as provided for in this Agreement.

SECTION 27.3. Assigning and Posting Extra Board Chart

The Company will make up and maintain an Extra Board Chart which will be posted on the Bulletin Board at Headquarters for examination by employees. The Company will offer Extra

Board employees work assignments due to absenteeism of any kind or operational requirements as equally as practical. When an Extra Board employee refuses to accept the offered work assignment, he/she will be charged with the actual hours worked by the employee who accepts. All assignments offered to the Extra Board shall be on the basis of the lowest hours among Extra Board employees available for work.

SECTION 27.4. Utilization of Extra Board

- (a) The employment of Extra Board Personnel will be for the purpose of covering work as stated in Section 27.1.
- (b) Extra Board personnel will earn seniority among themselves while so classified, and should he/she refuse a transfer to Full-time time status, when offered, his/her name will drop to the bottom of the Extra Board seniority list. Full time employees requesting to be placed on Extra Board status will drop to the bottom of the Extra Board Seniority list and will not be eligible for full-time status until all other employees on the Extra Board have been given an opportunity to move to full-time.
- (c) When an employee working full time is placed on the Extra Board or a new employee is hired, he/she will be charged with the same amount of hours as the highest employee on the Extra Board Chart.
- (d) When an Extra Board Employee takes a Full Time/Part Time position, he/she will be charged with the same number of hours as the employee with the highest number of overtime hours.
- (e) When an Extra Board Employee remains in a Full Time/Part Time position for more than fifteen (15) days and returns to the Extra Board, he/she will take the high Extra Board hours.
- (f) Extra Board employees will be allowed to bid for positions using their Extra Board Seniority. When an Extra Board employee is in this position, he/she will be charged for all hours worked in the bid position for purposes of offering additional hours.
- (g) There will be positions within the Extra Board for the filling of vacancies with Dispatcher classification. Qualified personnel will be allowed to bid for the dispatcher position using their Extra Board Seniority. Extra Board personnel in these positions will be allowed to work in the Dispatcher or Security Officer classification.

- (h) Extra Board personnel availability and notification requirements are as follows:
1. Extra Board employees shall be required to work at least twenty-four hours per week where work is available; Extra Board employees who do not work at least twenty-four hours a week on a consistent basis where work is available are subject to discharge for just cause.
 2. As soon as the need is apparent, the Company shall attempt to contact Extra Board Employees to cover absenteeism of any kind and to cover operational requirements mandated by the client.
- (i) Call in, as defined in Section 9.5, does not include Extra Board personnel.

ARTICLE 28

SUCCESSORS

The parties recognize that the International Guards Union of America, Local No. 33 has been the exclusive representative (for purposes of collective bargaining) for the bargaining unit covered by this agreement since June, 1962, representing employees of the prior employer and the present employer (who is a party to this agreement), and this agreement reflects the current state of the collective bargaining relationship existing between employers of security personnel at Marshall Space Flight Center and their employee representative, which has existed continuously since June 1962. This agreement shall be binding upon the parties, their successors and assigns, and no provisions, terms, or obligations contained herein shall be affected, modified, altered, or changed in any respect by the consolidation, merger, sale, transfer, succession, or assignment of either party, or affected, modified, altered or changed in any respect by any change in the legal status, ownership, or management of either party; but in the event the Company ceases to perform the security functions at the Marshall Space Flight Center, the Company shall be released from all obligations under this Agreement.

ARTICLE 29

DURATION, LEGAL APPLICATION, AND SCOPE

SECTION 29.1. Duration of Contract

Except as it may be amended hereinafter by written mutual agreement of all the parties, this contract shall be

effective at 12:01 a.m. April 21, 2000, and the expiration date shall be 12:00 P.M. August 31, 2003 and shall be automatically renewed therein after from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of this contract.

SECTION 29.2. Legal Application

Should any provision of this contract or any application thereof become unlawful by virtue of any federal or state law or executive order of the President or Governor of the state or adjudication of any court of competent jurisdiction, the remaining provisions or application of these provisions of this contract shall continue in full force and effect for life of the contract.

SECTION 29.3. Scope of Agreement

During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after the right and opportunity, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing, and executed by both the Company and the Union.

SIGNATURE OF THE PARTIES

IN WITNESS WHEREOF, the parties hereto have signed this agreement as follows:

**For the International Guards Union
Of America, Local No. 33**

For OMNI-CUBE, L.L.C.

Thomas E. Hall Kelly C. Grems, Esq.
President, IGUA Local No. 33

Vice President, Human
Resources/Corporate Counsel
OMNIPLEX World Services Corporation

Donald C. Wade
Business Agent, IGUA LOCAL No. 33

Michael M. Wines
Vice president, Operations
OMNIPLEX World Services Corporation

Roy E. Summerlin
Negotiating Committee, IGUA
Local No. 33

Sandra Harvey
OMNI-Cube Project Manager, MSFC

Jay Stark
OMNI-Cube Operations Manager, MSFC

MEMORANDUM OF UNDERSTANDING

Whereas OMNI-CUBE SC, L.L.C. ("The Company"), in accordance with Article 25 of the collective bargaining agreement between the Company between the Company and International Guards Union of America, Local 33, offered Union employees at NASA Marshall Space Flight Center a health and dental plan administered by Great Western Insurance Company which had no increase in premiums for year 2000; and

Whereas the Union prefers to continue with the current health, dental, and vision coverage through Blue Cross/Blue Shield rather than switch to coverage provided by Great West; and

Whereas the Union has proposed that Union employees contribute fifteen (15) % of the cost of the combined premium;

The Union and Company hereby enter into this side agreement on August 30, 2000 to amend Article 25 of the collective bargaining agreement as follows:

SECTION 25.1. Group Insurance

- (a) The Company shall pay 100% of the current cost of the premium for a life, AD&D, and short-term disability plan for full-time employees. The Company shall contribute 85% and the employee shall contribute 15% of the cost of the combined premium for the current health, dental, and vision coverage. Only bona fide dependents as defined by the insurance carrier are eligible for coverage. The Company may offer supplemental employee and dependent insurance plans at group rates which will be paid one hundred percent (100%) by the employee through payroll deduction if elected.
- (b)
- (c) Should the cost of a combined premium increase or decrease in any open enrollment period during the life of this Agreement, the Company will contribute 85% and employees shall contribute 15% of the new rate. In the event the Company provides a multi-tiered plan in any subsequent open enrollment, the Company shall pay 100% of the premium for employee only coverage and 100% of employee/dependent coverage that is less than six hundred dollars (\$600.00) per month. Employees shall contribute 15% toward any premium rate that is six hundred dollars (\$600.00) or more per month.

(d)

Provisions (b) and (d) of Section 25.1 of Article 25 shall remain in effect as stated in the CBA.

FOR OMNI-CUBE

FOR UNION:

Kelly C Grems, Esq.
VP & Corporate Counsel

Rachel Wilkes
President, IGUA Local 33

Sandra Harvey
Project Manager

Jeff Fears
Business Agent

Date

Date

ATTACHMENT 4

PROCEDURAL AND REGULATORY GUIDELINES

The latest edition of the following regulatory and procedural guidance will be followed in accomplishing the requirements of this contract. Other applicable regulations and procedures will be compiled with as set forth in the proposed contract schedule. This listing is not all-inclusive and is not intended to relieve the contractor of his responsibilities for identification of other applicable regulations and procedures and compliance therewith, while performing work on site as MSFC

NAME	TITLE
EO 12356	National Security Information
OMB No.A-130	Management of Federal Information Services
MPG 1600.1A	MSFC Security Procedures and Guidelines
MPG 1551.1	Mail Management and Distribution
NPG 1620.1	Security Procedures and Guidelines
NPD 4200.1	Equipment Management
MWI 4220.1	Space Utilization, Communication, Furniture, Relocation and Special Event Services
MPG 1040.6	MSFC Emergency Plan
MPG 8715.11A	Fire Safety Program
MPG 1700.1C	Payload Safety Readiness Review Board
MPG 1700.2A	Systems Safety Program
MPG 1700.3A	NASA Safety Reporting System Corrective Action Process
MPD 2210.1I	Documentation Input and Output of the MSFC Documentation Repository
MPD 2810.1	Security of Information Technology
MPG 2810.1A	Security of Information Technology
MPG 2500.1	Marshall Telecommunications Services
MMI 6530.1E	Aviation Accident Plan and Investigation
MPG 6700.1	Motor Vehicle Fleet Operation
MPG 4000.2	Property Management
MPD 1800.1	MSFC Smoking Policy
18 U.S.C 922	Lautenberg Amendment
DOD 5200.1R	Information Security Regulation
DOD 5220.22A	National Industrial Security Program Operating Manual

The below listed publications are available for review as referenced materials to aid bidders in preparing their proposals. Copies may be obtained at the MSFC Documentation Repository

Protective Services Control Center
Instructions (PSCC)
Post Orders

All Current Instruction

All Current Post Orders

ATTACHMENT 5

ACRONYMS AND ABBREVIATIONS

ADP Automated Data Processing
CCTV Closed Circuit Television
Co Contracting Officer
COTR Contracting Officer Representative
CPR Cardio Pulmonary Resuscitation
DOD Department of Defense
DRD Data Requirements Descriptions
DRL Data Requirements List
ECN Equipment Control Number
FEVI Forced Expiratory Volume
FFP Firm Fixed Price
FTE Full Time Equivalents
FVC Force Vital Capacity
FY Fiscal Year
I&R Identification and Registration
LWOP Leave Without Pay
MA Management Announcement
MACS Marshall Access Control System
MADR Maximum Allowable Defect Rate
MEDIS Marshall Employee Data Information Service
MEI Minimum Essential Infrastructure
MM Marshall Manuals
MPD Marshall Policy Directive
MPG Marshall Policy Guidance
MSFC Marshall Space Flight Center
NASA National Aeronautics and Space Administration
NCIC National Crime Information Center
NEMS Nasa/Equipment Management System
NFS NASA/FAR Supplement
NPG NASA Policy Guides
NRP NASA Resource Protection
PCH Program Critical Hardware
PSCC Protective Services Control Center
RFP Request for Proposals
PRS Performance Requirement Summary
PWS Performance Work Statement
ROI Report of Incident
RSA Redstone Arsenal
SEP Security Enhancement Program
SOP Standard Operating Procedure
SPE Special Purpose Equipment
TBD To be Determined
VIP Very Important People

ATTACHMENT 6

DEFINITIONS

1. MARSHALL ACCESS CONTROL SYSTEM (MACS)

A computerized electronic card system designed for access control. The comprehensive system provides access and alarming monitoring at the PSCC. Also, allow the PSCC to automatically open many of the Center buildings and areas.

2. Marshall Employee Data Information Service (MEDIS)

MEDIS is a client server application, which manages security related data on all badged personnel at MSFC. It consists of a collection of utilities designed to support all of the activities performed by the Protective Services Department, which includes:

- (1) issuing, maintenance and tracking visitor badge and decals;
- (2) issuing and maintaining permanent employee badges and decals;
- (3) supporting all center facility tracking and management issues i.e., keyed and keyless entries, building census, personnel, and contracts;
- (4) traffic citation management;
- (5) security officer patrols and duty assignments and 24 hour online guard blotter;

and NASA personnel security and investigation management.

MEDIS maintains a comprehensive digital image of all badged employees for use in its client serve applications.

The contractor enters data into and uses other automated features of MEDIS via typical desktop computers.

3. National Crime Information Center Services (NCIC)

This is a service from the Alabama Criminal Justice Information Center. It enables us to input lost/stolen Government property and make inquiries. The contractor enters data into the system using typical typing skills.

4. Building/Area Priority Checks

Priority	Number of Checks	Frequency
Priority 2	0	every 2 hours
Priority 4	126	every 8 hours
Priority 5	75	every 24 hours
Priority	14	weekly

BUILDING AND GATE LOCK/UNLOCK TIMES

The buildings and gates identified below shall be locked/unlocked within the time periods specified below. It is understood that time periods are approximate. Unless otherwise identified, all times periods are Monday through Friday, with the exception of holidays. This information shall be included in the Post Orders. The Government reserves the right to modify the times and/or the buildings listed below without change in contract price.

Building	Gate	Lock	Unlock	Location
4200		6:00 - 6:30 PM	5:30 - 6:00 AM	Door 15, the West Door and the North Door by the patio
				Roll up door on the South Loading Dock
4201		6:00 - 6:30 PM	5:30 - 6:00 AM	North Door
4481		6:00 - 6:30 PM	5:00 - 6:00 AM	Door 1,5,6,13
4487		5:00 - 6:00 PM	5:00 - 6:00 AM	Southwest Door, Southeast Dock Door, Southeast Door
				West Doors, "C" Wing
4492		5:00 - 5:30 PM	5:00 - 6:00 AM	Door 2
4619		5:00 - 6:00 PM	5:00 - 6:00 AM	Door 33
4650		6:00 - 6:30 PM	5:00 - 6:00 AM	Doors 6,7,10,1,23,13, and the Southwest Door
4663		5:00 - 6:00 PM	5:00 - 6:00 AM	Door 8
4666		5:00 - 6:00 PM	5:00 - 6:00 AM	Doors 8,10 and the elevator entrance door
4625			7:00 AM	South Roll up Door
4708		5:00 - 6:00 PM	5:00 - 6:00 AM	Southeast Double Doors
4711		5:00 - 6:00 PM	5:30 - 6:00 AM	Doors 3 and 12
4712		5:00 - 6:00 PM	5:30 - 6:00 AM	Door 7
BAC-49		5:00 - 6:00 PM	5:00 - 6:00 AM	16 external doors
	"B" AREA	5:00 - 6:00 PM	5:00 - 6:00 AM	East Pedestrian, B-7, B-8 and B-1A
	"C" AREA	5:00 - 6:00 PM	5:00 - 6:00 AM	C-1 and C-6
	"D" AREA	5:00 - 6:00 PM	5:30 - 6:00 AM	D-3, D-23,D-25 West Vehicle Gate and the Southwest Gate

NASA Order: H-34723D

Attachment 6

Exhibit 2

EXHIBIT 2
BUILDING AND AREA CHECKS

1.0 In addition to the building priority listing shown in Exhibit 3, security officers shall make the below listed checks. These checks shall be included in the Post Orders.

1.1 Make occasional checks of Skeet Range when being used.

1.2 Periodically monitor the U.S. and NASA flags at Building 4200 for weather worn appearance, tears, etc. Replace flag as necessary.

**EXHIBIT 3
BUILDING/AREA PRIORITY LISTING**

Building	Priority	Building	Priority	Building	Priority	Building	Priority	Building	Priority
		4485	4	4647	4	C-14 GATE	4	4767	5
TR 4475	4	4694	4	4306	4	Z-70 GATE	4	4634	5
4487	4	4567	5	4203	4	"E" GATE	4	4561	4
4476	4	4676	4	4251	4	Z-69 GATE	4	4639	5
4436	4	4692	4	4313	4	Z-71 GATE	4	4641	5
4610	4	4471	4	4464	5	RADIO		4642	5
4612	4	4614	4	4498	5	FREQ GATE	4	4645	5
4619	4	4611	4	4607	4	C-21 GATE	4	4643	5
4752	4	4623	4	4659	4	C-19 GATE	4	4651	5
4745	4	4625	4	4584	5	C-4 GATE	4	4649	5
4761	4	4650	4	4670	4	C-13 GATE	4	4775	5
4777	4	4663	4	4530	5	C-1&6 GATE	4	4776	5
4732	4	4697	4	4656	5	4764	5	4734	5
4705	4	4492	4	4566	4	4760	5	4581	5
4708	4	4475	4	8301	Weekly	4756	5	4559	5
4732	4	4628	4	8302	Weekly	4758	5	4582	5
4712	4	4629	4	8303	Weekly	4774	5	4561-A	5
4759	4	4648	4	8306	Weekly	4523	5	4731	5
4700	4	4646	4	8307	Weekly	4696	5	4550	5
4720	4	4624	4	8023	5	4583	4	4539	5
4765	4	4466	5	8037	4	4655	5	4564	5
4718	4	4663	4	4189	4	4588	5	4548	5
4718-2	4	4653	4	4190	4	4570	5	4515	5
4704	4	4638	5	4194	4	4594	5	4572	4
4707	4	4605	4	4191	4	4626	5	4522	5
4711	4	4608	4	4184	4	4630	5	4657	5
4718-1	4	4640	4	4817	4	4661	5	4523	5
4718-3	4	4491	4	4815	4	4671	5	4744	5
4733	4	4479	4	4809	4	4673	5	4472	5
4728	4	4467	4	4723	4	4674	5	4739	5
4755	4	4607	4	4499	5	4679	5	4745	5
TR #298	4	4477	4	4347	5	4527	5	4745-1	5
4531	4	4249	4	4495	5	4647	5	4613	5
4524	4	4241	4	7215	Weekly	TR #267	5	4617	5
4551	4	4372	4	7214	Weekly	4715	5	4716	5
4554	4	4244	4	7205	Weekly	4735	5	4518	5
4549	4	4207	4	8754	Weekly	4716	5	4621	5
4542	4	4348	4	8310	Weekly	4702	5	4620	5
4541	4	4481	4	BAC-49	4	4738	5	4319	5
4572	4	4250	4	Z-29 GATE	4	4727	5	4490	5
4553	4	4200	4	Z-38 GATE	4	4654	5	4252	5
4666	4	4201	4	Z-33 GATE	4	4465	4	8319	Weekly
4667	4	4202	4	"D" GATE	4	4678	5	8936	Weekly
4688	4	4353	4	"B" GATE	4	4737	5		
4585	5								

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED b. LEVEL OF SAFEGUARDING REQUIRED X			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>				
X	a. PRIME CONTRACT NUMBER		a. ORIGINAL <i>(Complete date in all cases)</i>		Date		
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date		
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		Date		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period _____.							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
X	a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
7. SUBCONTRACTOR							
	a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
8. ACTUAL PERFORMANCE							
	a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT X We need a title here. Put "X" in the correct boxes for 10 and 11 below. If you do not know, call the COTR, AD50, or contractor, if necessary.							
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY			
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			
f. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT			
g. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS			
h. FOREIGN GOVERNMENT INFORMATION				j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			
i. LIMITED DISSEMINATION INFORMATION				k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			
j. FOR OFFICIAL USE ONLY INFORMATION				l. OTHER <i>(Specify)</i>			
k. OTHER <i>(Specify)</i>							