

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MARSHALL SPACE FLIGHT CENTER SECURITY  
UNIFORMED SECURITY SERVICES SUPERVISORS  
AND  
COASTAL INTERNATIONAL SECURITY, INC.**

This agreement is entered into by the Marshall Space Flight Center Uniformed Security Services Supervisors (the "Supervisors") and Coastal International Security, Inc. (the "Company").

For purposes of this agreement, the bargaining unit shall consist of all regular full-time and part-time uniformed security services supervisors and all non-exempt personnel with a rank of Lieutenant, Sergeant, or Investigator employed by the Company at the Marshall Space Flight Center in Huntsville, AL.

This agreement shall be binding on both the Supervisors and the Company, their successors and assigns.

The Company agrees to pay to the Supervisors the following wages and fringe benefits:

**WAGES**

The Company agrees to pay Supervisors covered by this agreement at the following rates per hour:

Current

Sergeant  
Lieutenant  
Investigator

Differentials  
2<sup>nd</sup> Shift  
3<sup>rd</sup> Shift

Effective 6/1/08 to 9/30/09

Sergeant  
Lieutenant  
Investigator

Differentials  
2<sup>nd</sup> Shift  
3<sup>rd</sup> Shift

(b)(4)



## HEALTH & WELFARE

The Company agrees to pay Supervisors covered by this agreement at the following H&W rate per hour. In lieu of paying H&W in cash, the Company will provide a health insurance plan.

### Current

All Employees : (b)(4) /regular hour paid up to 40 per week

### Effective 6/1/08 to 9/30/09

All Employees (b)(4) /regular hour paid up to 40 per week

## VACATION

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

### CURRENT AND CONTINUING:

Upon completion of 6 months of service:	48 hours
Upon completion of 1 years of service:	96 hours
Upon completion of 3 years of service:	120 hours
Upon completion of 5 years of service:	160 hours

## HOLIDAYS

### CURRENT AND CONTINUING:

Normally, salaried employees will not be required to work on a holiday. Non-salaried employees will receive 8 hours of holiday pay plus their actual time worked. The holidays recognized under this contract are as follows:

1. New Years day
2. Martin Luther King Jr. Birthday
3. Memorial Day
4. Presidents Day
5. U.S. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

## **BEREAVEMENT LEAVE**

### CURRENT AND CONTINUING:

Full time employees will 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 the three (3) regularly scheduled work days which may include the day following the funeral. The definition of "immediate family" will be: spouse, children, brothers, 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 CIS.

## **JURY DUTY**

### CURRENT AND CONTINUING:

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to ten (10) days per summons. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice, whichever is sooner. Employees must provide proof of jury service and of the fee received for processing wages.

## **PERSONAL / SICK LEAVE**

### CURRENT AND CONTINUING:

Full time personnel are eligible for five (5) days of personal/sick leave per year, accrued at the rate of .0192 hour for every hour worked, up to 40 hours per week.

AGREED:

Coastal International Security, Inc.

By:

~~Sean J. Engelin, Director, Labor Relations~~

*Stacey - Am Jones*  
Stacey - Am Jones, Human Resource Manager

By:

Compton C. Owens, Project Manager

Supervisors:

Lieutenant Michael Noe:

*Michael Noe* 4/29/08

Lieutenant Robert Johnston:

*Rob Johnston* 4/29/08

Lieutenant Gerard Sansone:

*Gerard Sansone* 5-1-2008

Lieutenant Del Goekler:

*Del Goekler* 4/29/08

Lieutenant Shawn Jayne:

*Shawn Jayne* 4/29/08

Lieutenant John Kinch:

*John Kinch* 4/29/08

Lieutenant Miley Kelley:

*Miley Kelley* 4/29/08

Sergeant Christopher Moore:

*Christopher Moore* 4/29/08

Sergeant Jerry Craig:

*Jerry Craig* 4/29/08

Sergeant Luis Ortiz:

*Luis Ortiz* 4/29/08

Sergeant Darren Jones:

*Darren Jones* 4/29/08

Investigator Kevin Hart:

*Kevin Hart* 04-29-08

Investigator Brad Bartels:

*Brad Bartels* 04-29-08

AGREED:

Coastal International Security, Inc.

By: \_\_\_\_\_  
Sean J. Engelin, Director, Labor Relations

By: Compton C. Owens  
Compton C. Owens, Project Manager

Supervisors:

Lieutenant Michael Noe: Michael Noe 4/29/08

Lieutenant Robert Johnston: Robert Johnston 4/29/08

Lieutenant Gerard Sansone: Gerard Sansone 5-1-2008

Lieutenant Del Goekler: Del Goekler 4/30/08

Lieutenant Shawn Jayne: Shawn Jayne 4/29/08

Lieutenant John Kinch: John Kinch 4/29/08

Lieutenant Miley Kelley: Miley Kelley 4/29/08

Sergeant Christopher Moore: Christopher Moore 4/29/08

Sergeant Jerry Craig: Jerry Craig 4/29/08

Sergeant Luis Ortiz: Luis Ortiz 04-29-08

Sergeant Darren Jones: Darren Jones 04-29-08

Investigator Kevin Hart: Kevin Hart 04-29-08

Investigator Brad Bartels: Brad Bartels 04-29-08



**Agreement**

**between**

**Coastal International Security**

**and the**

**INTERNATIONAL UNION SECURITY  
POLICE FIRE PROFESSIONALS OF  
AMERICA**

**and its Amalgamated Local 316 Thereof representing  
the**

**SECURITY POLICE OFFICERS**

**of the**

**Protective Services Contract**

**AT**

**MARSHALL SPACE FLIGHT CENTER**

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## **PREAMBLE**

This Agreement is made and entered into by and between Coastal International Security, Incorporated a South Carolina corporation, hereinafter referred to as the "Employer" or "Company," and International Union, Security, Police and Fire Professionals of America (SPFPA) and its amalgamated Local #316, hereinafter referred to as the "Union".

## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION 1.1 BARGAINING UNIT**

- A.** This agreement is entered between Coastal International Security, Incorporated, International Union, Security, Police and Fire Professionals of America (SPFPA), and its amalgamated Local #316 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.
- B.** The unit is defined as all full-time and part-time Security Officers, patrol officers, and communications officers performing guard duties as defined by section 9(b)(3) of the National Labor Relation Act, employed by the Company at Marshall Space Flight Center (MSFC) at Huntsville, Alabama, excluding all other employees, including office clerical employees, and professional employees and supervisors as defined in the Act. This recognition is extended to the Union by NLRB case # 10-RC-15683.
- C.** This agreement shall be binding upon both parties, their successors, and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

#### **SECTION 1.2 NEGOTIATING COMMITTEE**

The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

#### **SECTION 1.3 STEWARD SYSTEM**

- A.** The Company agrees to recognize a steward system.

- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a union representative prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the union representative as soon as possible. The union representative will be paid for up to one-half hour upon receiving Supervisor approval of relief from duty.

#### **SECTION 1.4 MANAGERS AND SALARIED PERSONNEL**

Site Managers and Shift Commanders, and Shift Sergeants shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

#### **SECTION 1.5 UNION SECURITY**

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
  - 1. Become a member of the Union and remain a member
  - or
  - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
    - a. Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee

required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.

- C. Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reasons will be given in writing. Termination will not occur if there is an ongoing dispute between the effected employee and the Union.
- D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law. All employees regularly employed at any federal enclave who are not members of the Union shall pay the Union a service fee. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- E. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorneys' fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

#### **SECTION 1.6 DUES CHECK-OFF**

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within thirty (30) business days from the date that the deduction was made. The Union agrees to furnish the Company with the current routing number for direct

deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

## **SECTION 1.7 INTENT OF PARTIES**

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company will put forth their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

## **SECTION 1.8 ANTI-DISCRIMINATION**

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, sexual orientation, or other protected reason. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 2**

### **UNION SENIORITY**

#### **SECTION 2.1 UNION SENIORITY DEFINED**

- D.** New employees shall be considered on probation for a period of one-hundred twenty (120) calendar days from the date of hiring.
- E.** Employees selected to work as a Communications Officer (CO), a Community Relations Officer (CRO), or on the Emergency Response Team

(ERT) classification will serve a ninety (90) calendar day probationary period. The probationary period shall commence upon completion of required training and certifications. In the event a security officer elects to return or fails to demonstrate the ability to perform as a CO or on the ERT, that security officer may return to a security officer position at the former rate of pay with any interim increases with full seniority.

1. Employees who work as a CO may have the option of returning to the patrol officer classification only during the yearly shift bid.
  2. If there is a shift opening for a CO position, the position will first be offered to current COs in order of seniority, then current alternate COs in order of seniority. If the position is still not filled, the position may be opened for testing.
- F.** Seniority under this Agreement shall commence with the date of employment of the individual as a Security Police Officer.
- G.** If a reduction in force is necessary, employees will be laid off on a seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies not covered by the CBA within Coastal International Security. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.
- H.** If a reduction in force is necessary, employees will be laid off on a seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies not covered by the CBA within Coastal International Security. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.
- I.** During a reduction in force, senior employees in the same classification may volunteer to accept layoff out of order of seniority.
- J.** Re-employment after layoff shall be on a seniority basis.
- K.** A seniority list giving name, shift, and date of employment under this Agreement shall be furnished to the Union one (1) month after signing of this Agreement. A list of additions and separations will be furnished to the Union monthly. The Company will post a corrected seniority roster by the 15th day of March, June, September, and December each year.
- L.** An employee covered by this Agreement who accepts a position as a supervisor or a position outside the Bargaining unit within the MSFC Contract shall retain the seniority he had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. 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. If he does not return within six (6) months, he shall lose all seniority rights.

- M. Seniority shall govern choice of shift assignment each twelve (12) month period.
- N. A seniority list giving name, shift, and date of employment under this Agreement shall be furnished to the Union one (1) month after signing of this Agreement. A list of additions and separations will be furnished to the Union monthly. The Company will post a corrected seniority roster by the 15th day of March, June, September, and December each year.
  - a. Employees must submit their choice for shift placement in the month of November.
  - b. The Company will provide shift bid results to the Union no later than 20<sup>th</sup> day of December.
  - c. Placement will become effective on the first day the following January.
- O. The Company will issue all future seniority rosters as a single roster.

## **SECTION 2.6 TERMINATION OF SENIORITY**

The seniority of an employee shall be terminated for any of the following reason:

- a. The employee quits or retires;
- b. The employee is discharged;
- c. Settlement with the employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Company;
- d. The employee is laid off for a continuous period of one calendar year or 365 calendar days;
- e. The U.S. Government revokes the employee's clearances;
- f. The employee is permanently transferred out of the bargaining unit;
- g. If any employee takes a leave of absence longer than ninety (90) days, except for special circumstances approved by the company;

- h. Failure to return to work from layoff or leave of absence at the time specified;
- i. 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 of section (j) below;
- j. Employee fails to report for work and fails to notify the Company for three (3) consecutive days;
- k. Employee fails to renew a leave of absence, except when circumstances caused by the employee's illness or accident make it impossible for the employee to report or for anyone else to report for the employee.

### **ARTICLE 3**

#### **JOB OPPORTUNITIES**

##### **SECTION 3.1 FILLING VACANCIES**

New positions or vacancies (except those of less than thirty (30) calendar days duration) will be bulletined at MSFC, building 4312 and 4627 for a period of seven (7) calendar days. The senior qualified employee whose application is filed with the designated official within the time limits of the bulletin shall be awarded the position or vacancy. It is understood that vacation periods will not be considered "vacancies" for the purpose of this paragraph.

##### **SECTION 3.2 LAYOFF AND RECALL**

In the event of layoff, probationary Employees will be laid off first and part-time employees shall be laid off second. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority within the Local. The Company will notify the Union, in writing, of required reduction. The Union will respond, in writing, within three (3) business days (excluding Saturday, Sunday & Holidays), with the name or names of the least senior employee or employees. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

##### **SECTION 3.3 TEMPORARY ASSIGNMENTS**

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled, or assign an

Employee to a position that is part of a temporary security assignment directed by the Employer's customer, including temporarily assigning an Employee to a work site within the area defined by this Agreement. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement, whichever is greater.

## ARTICLE 4

### MANAGEMENT'S RETAINED RIGHTS

#### SECTION 4.1

The Company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservations of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstanding or grievances in the future, to specify by way of illustration and without limitation some of the rights reserved to the Company, which it may exercise in its sole discretion and which might otherwise be a source of potential controversy, these rights being:

- a. Hire;
- b. Assign work and schedule;
- c. Promote, Demote;
- d. Discharge, discipline, or suspend based on Article 6;
- e. Determine the size of the workforce, including the number, if any, of employees assigned to any particular shift;
- f. Make and enforce work rules not inconsistent with the provisions of this agreement;
- g. Require Employees to observe reasonable Employer rules and regulations;
- h. Determine when overtime shall be worked;
- i. Determine the qualifications of an Employee to perform work;
- j. The right to determine, direct, and change the work operations and work force of the Company;

- k. The right to ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed;
- l. The right to determine the type and quantity of machines, equipment, and supplies to be used and the purchase, control, and use of all materials, equipment, and supplies that are purchased, used, or handled by the Company;
- m. The right to sell, lease, shut down, or otherwise dispose of all or part of the Company's assets or business operations;
- n. The right to introduce changes in the methods of operations, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate unit jobs;
- o. The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company, regardless of whether it is related to his principal duties provided the assignment is lawful and safe and that the employee is qualified to perform it. These job descriptions and/or assignments will be provided to the Union and the Union shall have a meaningful opportunity to negotiate with regard thereto before implementation;
- p. The right to hire, promote, transfer, and lay off employees covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred, or laid off;
- q. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime; and
- r. The right to make and enforce work rules not inconsistent with the express provisions of this Agreement. No work rule(s) will be implemented by the Company until fifteen (15) calendar days after it has been provided to the Union, during which time the Union shall have a meaningful opportunity to negotiate with the Company on such work rule(s). An exception to this policy is implementation of work rules in compliance with government requirements. The Company agrees to provide copies of any such government regulations in a timely fashion.

## **SECTION 4.2**

Any of the rights, power 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 hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

### **SECTION 4.3**

Management or the Company shall not unilaterally change any mandatory subject of bargaining, without proper bargaining, as covered by NLRA Section 8(B).

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required Credentials by any government agency. The "final decision" on the employee's removal shall be determined by the Government. Union shall be provided copy of any removal by the Government.

#### **SECTION 5.2 GENERAL PROVISIONS**

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply within the time limits shall forfeit the grievance.

#### **SECTION 5.3 GRIEVANCE PROCEDURE**

All grievances shall be presented and processed in accordance with the following procedures:

- A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), with a union representative present, within ten (10) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within ten (10) working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. Resolutions in this step shall be deemed non-precedent setting.
- B. Step One** - If the matter is not resolved informally, the Employee shall, not later than fifteen (15) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Director. The Project Manager or designee shall have fifteen (15) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than fifteen (15) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have fifteen (15) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Project Manager or designee within fifteen (15) days after the occurrence of the facts giving rise to the Grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed arbitration not later than twenty (20) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Selection of an Arbitrator** - Within twenty (20) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within twenty (20) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- B. **Decision of the Arbitrator** - The arbitrator shall commence the hearing on a mutually agreeable date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered unless the Company files a written request for clarification, then the Company will comply within twenty (20) days of receiving the clarification. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

#### **SECTION 5.5 CLASS ACTION**

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

#### **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## **ARTICLE 6**

### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL**

After completion of the probationary period, as specified in Section \_\_\_\_, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required credentials by any government agency. Company shall provide copy of removals to the Union.

The Company's contract with the U.S. Government sets out qualifications and performance standards for the Security Officers and all Employees are required to comply with these standards. Employees agree to comply with any express non-disciplinary directive issued by the Government.

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable. Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to the grievance and arbitration procedures, except for orders of removal and loss of credentials, which shall not be subject to the grievance and arbitration procedures.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 7.1 WORKDAY AND WORKWEEK**

For the purposes of this Article, a regular workweek of forty (40) hours of work, including/excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government.

#### **SECTION 7.2 OVERTIME**

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

### **SECTION 7.3 OVERTIME REQUIREMENT**

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

### **SECTION 7.4 OVERTIME DISTRIBUTION**

Overtime will be offered by seniority (within the worksite) on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.

### **SECTION 7.5 WORK SUSPENSION**

Employees shall not be required to suspend work in regular hours to absorb overtime.

### **SECTION 7.6 NON-CONTINUOUS WORK**

An employee under this Agreement who is called in to work for any emergency or duty not continuous with one's regular work day shall receive not less than four (4) hours pay.

## **ARTICLE 8**

### **WORK WEEK AND PAYMENT POLICIES**

#### **SECTION 8.1 WORKING WEEK**

The workday shall consist of a twenty-four (24) hour period beginning at 12 o'clock midnight (2400 hours) and a regular day's work shall consist of eight (8) consecutive hours.

#### **SECTION 8.2 PAY PERIOD**

The normal workweek shall consist of seven (7) consecutive days beginning 12:01 a.m. (0001 hours) on a specific day for each employee, and a regular weekly work schedule

shall consist of five (5) workdays of eight (8) hours each in the workweek. The pay period shall begin at 0001 hours Sunday and end one hundred sixty-eight (168) hours thereafter.

### **SECTION 8.3 SCHEDULED OFF DAYS**

Each employee shall be scheduled so as to normally be off duty the last two (2) consecutive days of one's workweek.

### **SECTION 8.4 CHANGES IN WORK WEEK AND SHIFT DEFINITIONS**

Changes in hours of work or assignments to shift may be made whenever necessary. Except in an emergency, four (4) calendar days notice shall be given in advance of all such changes. The Union President or his designee will be informed of all such changes.

The Company will establish three (3) main eight (8) hour shifts beginning between 5:00 a.m. (0500 hours) and 7:00 a.m. (0700 hours), 1:00 p.m. (1300 hours) and 3:00 p.m. (1500 hours), 9:00 p.m. (2200 hours) and 11:00 p.m. (2300 hours). Necessary special shifts may be established.

### **SECTION 8.5 CONSISTANT WORK WEEK**

The Company will maintain the present days off schedule until and unless operational or personnel requirements necessitate a change in which event the Local Union President or his designee(s) shall have the right to confer with management.

### **SECTION 8.6 EMERGENCY RESPONSE TEAM WORK SCHEDULE**

It is agreed by all parties that due to the specific nature of the Emergency Response Team (ERT), a flexible work schedule shall be established to accommodate their training and mission requirements.

### **SECTION 8.7 WAGE SCHEDULE**

The base rate of pay for Security Officers is described in Appendix A of this Agreement.

### **SECTION 8.8 PAYDAY**

Payday for all hourly Employees will be after 4 p.m. on Friday following the two (2) week pay period ending on Sunday, subject to change by written agreement by the Company and the Union.

## **SECTION 8.9 UNDISPUTED ERROR**

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

## **SECTION 8.10 BASE CLOSURE**

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close an installation where its employees are assigned. In the event that a closing occurs, employees may be excused and may use personal leave, vacation leave, or leave without pay.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1 HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean:

*See Appendix "A" for list of holidays.*

## **ARTICLE 10**

### **VACATIONS**

#### **SECTION 10.1 ELIGIBLE EMPLOYEES**

Full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

*See Appendix "A" for vacation schedule.*

## **SECTION 10.2 SCHEDULING VACATIONS**

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date, by Seniority. Vacation request should be submitted 30 days prior whenever possible. Once a vacation request is approved by the Site Manager a senior ranking Officers can not over ride an approved vacation.

## **SECTION 10.3 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on the Employee's anniversary date of employment) shall be paid to the Employee.

## **SECTION 10.4 TERMINATING EMPLOYEES**

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

## **SECTION 10.5 VACATION - LAID OFF EMPLOYEES**

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits when they are working.

## **SECTION 10.6 VACATION INCREMENTS**

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week each.

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

#### SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- C. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the contract and from employment with the Employer.
- D. Employees must use all paid personal leave prior to beginning approved FMLA leave.

#### SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required

under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

#### **SECTION 11.4 UNION LEAVE**

- A. One employee may be granted a leave of absence 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 may be renewed each year thereafter upon proper written request from the Union. Seniority shall accumulate during such leave.
- B. The Company shall make its best effort to excuse Local Union Officers and/or their designees for the purposes of conducting Union business and/or International Union sponsored conventions, conferences, and workshops. The Local President or his designee will notify the Company in writing no later than fourteen (14) days before said events.
- C. The President and the Vice President or their designees in writing shall be granted time off without pay to attend arbitration, judicial and administrative proceedings which involve Local Union business.

#### **SECTION 11.5 PERSONAL LEAVE**

See appendix "A" for Personal Leave accrual.

Personal leave may be taken in not less than two (2) hour increments at the beginning or end of one's shift and shall be paid when taken by the Employee as approved in advance by the Site/Project Manager.

Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave.

Except in emergencies or other circumstances beyond the employee's control which prevent notice, employees will report absences at least four (4) hours prior to the start of their shift.

#### **SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE**

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. Such leaves may be granted only in medical situations.

An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Site Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
  - a. The reasons for such leave;
  - b. The effective dates of such leave;
  - c. The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Site Manager for approval. If the request for the leave of absence is approved by the Site Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

#### **SECTION 11.7 GENERAL PROVISIONS**

All Union Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement

#### **SECTION 11.8 BEREAVEMENT LEAVE**

See Appendix "A" for Bereavement leave time.

#### **SECTION 11.9 JOB RELATED COURT APPEARANCE AND JURY DUTY**

- A. 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. All hours worked outside the employee's normal shift of work shall be paid at his appropriate rate of pay.

- B. See Appendix "A" for Jury Duty leave time.

## **ARTICLE 12**

### **HEALTH & WELFARE**

#### **SECTION 12.1 PAYMENTS**

See Appendix "A".

#### **SECTION 12.2 OTHER BENEFITS**

The Employer may offer Employees the opportunity to participate in other fringe benefit programs made available to all Security Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401 (k) plans, ESOPs and any other plan mentioned in this Agreement. Any additional fringe benefits which are offered to the employee, the Company will provide a copy to the Union.

#### **SECTION 12.3 POST RELIEF**

Employees shall be granted relief from time to time as necessary.

#### **SECTION 12.4 POST CONSIDERATIONS**

The Union shall have the right to confer with management on heating, lighting, and ventilation of facilities, on transportation to and from stations, on eating and drinking facilities, sanitary conditions and to appoint a Union Safety designee to meet with the Company Safety Office.

#### **SECTION 12.5 DRUG TESTING**

In accordance with the Civil Space Employee Testing Act of 1991 and Company policy, the Union shall be given notice prior to any change in the drug policy and shall have an opportunity for impact bargaining. The Company and the Union agree to strive to provide a workplace that is free from the illegal use, possession/distribution of drugs or other controlled substances and that is free from the influence of alcohol abuse.

#### **SECTION 12.6 WORKMEN'S COMPENSATION**

In the event that an employee is disabled by an occupational illness or injury which is compensable under the applicable Workmen's Compensation Laws, the employer shall adhere to applicable Alabama state laws.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the U.S. Government for Union to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

#### **SECTION 13.2 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted.

#### **13.3 POST ROTATION**

Posts and Patrols (duty assignments) within an assigned work area will be rotated equitably.

#### **13.4 INFORMING THE UNION**

The Union President will be furnished with information relevant and necessary to the administration of this Agreement.

#### **13.5 VEST ISSUE**

All Security Officers will be fitted for and issued a Level 3 vest to be worn under the uniform.

#### **13.6 UNIFORM ALTERATIONS**

Payment for necessary uniform alterations shall be reimbursed by the Company.

### **13.7 LIQUIDATION OF LEAVE UPON EMPLOYEE DEATH**

All unused Vacation and Personal/Sick Leave will be paid to the estate of the employee upon his death.

### **13.8 FEMALE LOCKER FACILITIES**

The Company and the Union will make their best efforts to improve the female locker room facilities.

## **ARTICLE 14**

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

#### **SECTION 14.1 401 (K) PLAN**

The Company may provide a 401 (k) plan to which Security Officers are eligible to contribute. The Employee will elect amount(s) they so choose to be applied to the 401k plan. Employees shall be subject to the eligibility requirements and rules of the Plan.

#### **SECTION 14.2 SPFPA 401(a) Plan**

The Company agrees to make deductions for Union members for the SPFPA 401(a) Plan, if the Union members so choose. Union members shall be subject to the eligibility requirements and rules of the Plan.

The Company agrees to send the deductions / contributions to SPFPA International Union, the Administrator of the SPFPA 401(a) Plan, no later than the Tenth (10<sup>th</sup>) of the Month following the Month the deductions were made.

The Company's sole responsibility is to make the payroll deductions and send said deductions to the Plan Administrator with a record of name, social security number and amount of deduction for each source of money (pre-tax/after-tax deduction). The Company is in no way responsible for any other aspect of the plan.

#### **SECTION 14.3**

No local and its members will be eligible for both the Company's 401 (k) Plan and the Union's 401 (a) Plan. All Employees in a local will be eligible for only one of the plans.

## **ARTICLE 15**

### **SAFETY**

#### **SECTION 15.1 SAFETY POLICY**

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any Company locally scheduled safety meetings.

#### **SECTION 15.2 OSHA STANDARDS**

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstations.

## **ARTICLE 16**

### **CONTINUITY OF OPERATIONS**

#### **SECTION 16.1 NO STRIKES**

- A.** Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B.** Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

#### **SECTION 16.2 LOCKOUTS**

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

**ARTICLE 17**

**SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the Government decree or statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 18**

**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

**ARTICLE 19**

**TERMINATION OF AGREEMENT**

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may only be changed or amended by agreement of both parties in writing.

**ARTICLE 20**

**DURATION**

This Agreement shall be effective from April 28, 2008 through September 30, 2011 and supersedes any and all prior agreements or understandings between the parties.

**IN WITNESS WHEREOF**, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement this date of April 29, 2008 at Marshall Space Flight Center, Alabama.

FOR:  
International Union, Security Police Fire  
Professionals of America and its  
Amalgamated Local #316

FOR:  
Coastal International Security, Inc.

\_\_\_\_\_  
Rick O'Quinn  
IUSPFPA, Director DOD/NASA  
AEROSPACE Division

\_\_\_\_\_  
Sean J. Engelin  
Director, Labor Relations

\_\_\_\_\_  
David A. Spray  
President, Local 316

\_\_\_\_\_  
Compton C. Owens  
Project Manager

\_\_\_\_\_  
Jerry W. Simmons  
Vice President

\_\_\_\_\_  
Jason M. Summer  
Secretary

**Appendix A**

**Marshall Space Flight Center, Huntsville, AL**

**Whereas**, Coastal International Security, Inc. (hereinafter referred to as "the Company") and the International Union Security, Police and Fire Professionals of America and its Amalgamated Local #316 (hereinafter referred to as "the Union") entered into an Agreement effective April 28, 2008,

**Whereas**, the Union has been duly designated as the bargaining unit representative for the security officers, communication officers and patrol officers employed by the Company under its contract with the National Aeronautics and Space Administration, Marshall Space Flight Center in Huntsville, AL,

**Whereas**, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered therein and to enter in to an Addendum setting forth those economic terms.

**Now therefore**, it is hereby agreed as follows:

**WAGES**

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

**Effective 6/1/08 to 9/30/09**

Security Officer, starting wage	(b)(4)
Security Officer, after 12 months	
Security Officer, after 24 months	
ERT Officer	

<u>Differentials</u>	
2 <sup>nd</sup> Shift	(b)(4)
3 <sup>rd</sup> Shift	

**Effective 10/1/09 to 9/30/10**

Security Officer, starting wage	\$ _____/hour
Security Officer, after 12 months	\$ _____/hour
Security Officer, after 24 months	\$ _____/hour
ERT Officer	\$ _____/hour

Differentials  
2<sup>nd</sup> Shift + \_\_\_/hour worked  
3<sup>rd</sup> Shift + \_\_\_/hour worked

**Effective 10/1/10 to 9/30/11**

Security Officer, starting wage \$ \_\_\_/hour  
Security Officer, after 12 months \$ \_\_\_/hour  
Security Officer, after 24 months \$ \_\_\_/hour  
ERT Officer \$ \_\_\_/hour

Differentials  
2<sup>nd</sup> Shift + \_\_\_/hour worked  
3<sup>rd</sup> Shift + \_\_\_/hour worked

**HEALTH & WELFARE**

The Employer agrees to pay employees covered by this agreement at the following H&W rate per hour. In lieu of paying H&W in cash to full-time employees, the Company will provide a health insurance plan. In lieu of paying H&W in cash to part-time employees, the Company will deposit earned H&W into the employee's 401(a) or (k) in accordance with Article 14 of this agreement.

**Current**

All Employees \$(b)(4)/regular hour paid up to 40 per week

**Effective 6/1/08 to 9/30/09**

All Employees \$(b)(4) regular hour paid up to 40 per week

**Effective 10/1/09 to 9/30/10**

All Employees \$ \_\_\_/regular hour paid up to 40 per week

**Effective 10/1/10 to 9/30/11**

All Employees \$ \_\_\_/regular hour paid up to 40 per week

## VACATION

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

### CURRENT AND CONTINUING:

2.76 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. One-half of the leave accruing during the year is available on the employee's six month anniversary. The remainder of the leave accruing during the year is available upon the employee's completion of one year of service. This equates to a maximum of 96 hours per year and is applicable for employees who have completed six months of service.

2.76 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 96 hours per year and is applicable for employees who have completed one (1) to three (3) years of service.

3.45 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 120 hours per year and is applicable for employees who have completed three (3) to five (5) years of service.

4.60 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 160 hours per year and is applicable for employees who have completed more than five (5) years of service.

## BEREAVEMENT LEAVE

### CURRENT AND CONTINUING:

Full time employees will 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 the three (3) regularly scheduled work days which may include the day following the funeral. The definition of "immediate family" will be: spouse, children, brothers, 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 CIS.

## **JURY DUTY**

### **CURRENT AND CONTINUING:**

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to ten (10) days per summons. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice, whichever is sooner. Employees must provide proof of jury service and of the fee received for processing wages.

## **PERSONAL LEAVE**

### **CURRENT AND CONTINUING:**

Full time personnel are eligible for five (5) days of personal leave per year, accrued at the rate of .0192 hour for every hour worked, up to 40 hours per week.

## **HOLIDAYS**

### **CURRENT AND CONTINUING:**

New Year's Day  
Martin Luther King, Jr's Birthday  
Memorial Day  
Presidents' Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any day the President of the United States and the Congress declare to be a permanent national holiday.

## **REOPENER**

The parties agree that either party may reopen negotiations for amendments to Appendix "A" at any time between May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5

of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

FOR:  
International Union, Security Police Fire  
Professionals of America and its  
Amalgamated Local #316

FOR:  
Coastal International Security, Inc.

---

Rick O'Quinn  
IUSPFPA, Director DOD/NASA, Aerospace  
Division

---

Sean J. Engelin  
Director, Labor Relations

---

David A. Spray  
President, Local 316

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Compton C. Owens  
Project Manager

---

Jerry W. Simmons  
Vice-President

---

Jason M. Summer  
Secretary

# Appendix A

## Marshall Space Flight Center, Huntsville, AL

Whereas, Coastal International Security, Inc. (hereinafter referred to as "the Company") and the Security, Police and Fire Professionals of America and its Amalgamated Local #316 (hereinafter referred to as "the Union") entered into an Agreement effective April 28, 2008,

Whereas, the Union has been duly designated as the bargaining unit representative for the security officers, communication officers and patrol officers employed by the Company under its contract with the National Aeronautics and Space Administration, Marshall Space Flight Center in Huntsville, AL,

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered therein and to enter in to an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

### WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour:

#### Current

Security Officer, starting wage  
Security Officer, after 6 months  
ERT Officer

(b)(4)

Differentials  
NFLET certified  
Dispatcher  
2<sup>nd</sup> Shift  
3<sup>rd</sup> Shift

(b)(4)

#### Effective 6/1/08 to 9/30/09

Security Officer, starting wage  
Security Officer, after 12 months  
Security Officer, after 24 months  
ERT Officer

(b)(4)

Differentials  
2<sup>nd</sup> Shift  
3<sup>rd</sup> Shift

(b)(4)

Effective 10/1/09 to 9/30/10

Security Officer, starting wage \$\_\_\_\_\_/hour  
Security Officer, after 12 months \$\_\_\_\_\_/hour  
Security Officer, after 24 months \$\_\_\_\_\_/hour  
ERT Officer \$\_\_\_\_\_/hour

Differentials

2<sup>nd</sup> Shift +\_\_\_\_\_/hour worked  
3<sup>rd</sup> Shift +\_\_\_\_\_/hour worked

Effective 10/1/10 to 9/30/11

Security Officer, starting wage \$\_\_\_\_\_/hour  
Security Officer, after 12 months \$\_\_\_\_\_/hour  
Security Officer, after 24 months \$\_\_\_\_\_/hour  
ERT Officer \$\_\_\_\_\_/hour

Differentials

2<sup>nd</sup> Shift +\_\_\_\_\_/hour worked  
3<sup>rd</sup> Shift +\_\_\_\_\_/hour worked

**HEALTH & WELFARE**

The Employer agrees to pay employees covered by this agreement at the following H&W rate per hour. In lieu of paying H&W in cash to full-time employees, the Company will provide a health insurance plan. In lieu of paying H&W in cash to part-time employees, the Company will deposit earned H&W into the employee's 401(a) or (k) in accordance with Article 14 of this agreement.

Current

All Employees (b)(4) regular hour paid up to 40 per week

Effective 6/1/08 to 9/30/09

All Employees (b)(4) regular hour paid up to 40 per week

Effective 10/1/09 to 9/30/10

All Employees \$\_\_\_\_\_/regular hour paid up to 40 per week

Effective 10/1/10 to 9/30/11

All Employees \$\_\_\_\_\_/regular hour paid up to 40 per week

## VACATION

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

### CURRENT AND CONTINUING:

2.76 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. One-half of the leave accruing during the year is available on the employee's six month anniversary. The remainder of the leave accruing during the year is available upon the employee's completion of one year of service. This equates to a maximum of 96 hours per year and is applicable for employees who have completed six months of service.

2.76 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 96 hours per year and is applicable for employees who have completed one (1) to three (3) years of service.

3.45 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 120 hours per year and is applicable for employees who have completed three (3) to five (5) years of service.

4.60 minutes per hour for all hours worked, up to a maximum of 80 hours, during each biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's complete year of service. This equates to a maximum of 160 hours per year and is applicable for employees who have completed more than five (5) years of service.

## BEREAVEMENT LEAVE

### CURRENT AND CONTINUING:

Full time employees will 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 the three (3) regularly scheduled work days which may include the day following the funeral. The definition of "immediate family" will be: spouse, children, brothers, 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 CIS.

## **JURY DUTY**

### CURRENT AND CONTINUING:

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to ten (10) days per summons. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice, whichever is sooner. Employees must provide proof of jury service and of the fee received for processing wages.

## **PERSONAL / SICK LEAVE**

### CURRENT AND CONTINUING:

Full time personnel are eligible for five (5) days of personal/sick leave per year, accrued at the rate of .0192 hour for every hour worked, up to 40 hours per week.

## **HOLIDAYS**

### CURRENT AND CONTINUING:

New Year's Day  
Martin Luther King, Jr's Birthday  
Memorial Day  
Presidents' Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any day the President of the United States and the Congress declare to be a permanent national holiday.

## **REOPENER**

The parties agree that either party may reopen negotiations for amendments to Appendix "A" at any time between May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

FOR:  
International Union, Security, Police &  
Fire Professionals of America and its  
Amalgamated Local #316

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Rick O'Quinn  
IUSPFPA, Director DOD/NASA, Aerospace  
Division

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David A. Spray  
President, Local 316

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Jerry W. Simmons  
Vice-President

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Jason M. Summer  
Secretary

FOR:  
Coastal International Security, Inc.

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Sean J. Engelin  
Director, Labor Relations

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Compton C. Owens  
Project Manager

ARTICLE 20

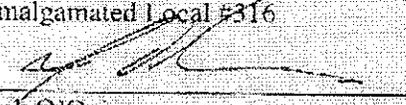
DURATION

This Agreement shall be effective from April 28, 2008 through September 30, 2011 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

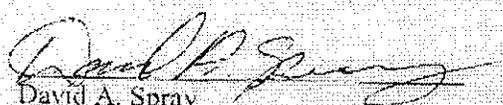
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this date of April 29, 2008 at Marshall Space Flight Center, Alabama.

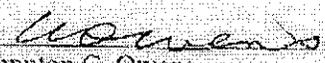
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Professionals of America and its  
Amalgamated Local #316

  
Rick O'Quinn  
IUSPFA, Director DOD/NASA  
AEROSPACE Division

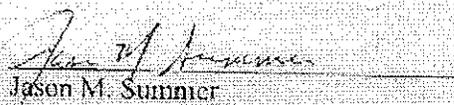
FOR:  
Coastal International Security, Inc.

  
Sean J. Engelin  
Director, Labor Relations

  
David A. Spray  
President, Local 316

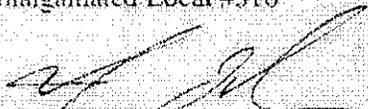
  
Compton C. Owens  
Project Manager

  
Jerry W. Simmons  
Vice President

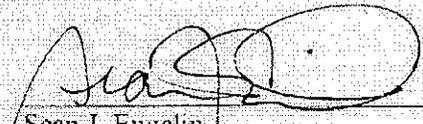
  
Jason M. Sumner  
Secretary

of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

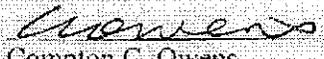
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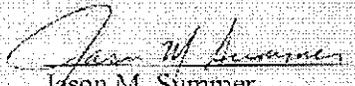
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