COLLECTIVE BARGAINING AGREEMENT

between

WSI

and

THE MOFFETT FIELD
FIREFIGHTERS ASSOCIATION
IAFF LOCAL I 79
at

NASA/AMES RESEARCH CENTER

August 1, 2010 - July 31, 2013

INDEX

Preamble 4

Article 1 - Intent and Purpose of the Agreement 4

Article 2 - Recognition and Scope of the agreement..... 4

Article 3 - Equal Employment Opportunity..... 5

Article 4 - Continuity of Operations..... 5

Article 5 - Government 6

Article 6 - Grievance Procedures 6

Article 7 - Management Rights 9

Article 8 - Discipline and Discharge 10

Article 9 - Association Shop Agreement / Check-Off of Association Dues..... 10

Article 10 - Association Representation 12

Article 11 - Seniority 13

Article 12 - Workweek 15

Article 13 – General Wage Provisions..... 15

Article 14 - Overtime Compensation..... 17

Article 15 – Health and Welfare..... 18

Article 16 – Uniforms 18

Article 17 - Holidays 19

Article 18 - Vacations 19

Article 19 – Sick Leave..... 20

Article 20 – Bereavement Leave..... 20

Article 21 – Jury Duty..... 21

Article 22 - Other Leaves of Absence 21

Article 23 – Off-Duty Injury and Illness..... 22

Article 24 – Arrest Agreement..... 22

Article 25 - Drug and Alcohol 23

Article 26 — Training and Re-qualifications 23
Article 27 — Separability of the Contract 24
Article 28 — Duration 25

APPENDIX A - Covered Facilities 27
APPENDIX B - Wages Hours Issues 27
APPENDIX C - Health and Welfare..... 28
APPENDIX D – 401(k) 28
APPENDIX E – Medical Benefits 28
APPENDIX F - Drug and Alcohol Policy 29
APPENDIX G - Arrest Agreement..... 31

PREAMBLE OF THE AGREEMENT

This Agreement is entered into this 1st day of August 2010 by and between Wackenhut Services, Inc., its successors and assigns, hereinafter referred to as the "Company," and the Moffett Field Firefighters Association their successors and assigns, hereinafter referred to as the "Association," as the sole and exclusive representative for collective bargaining of the employees covered by the Agreement.

The Union acknowledges that the Company's operations at Ames Research Center are pursuant to a contract (or contracts) with the National Aeronautics and Space Administration (NASA) and nothing herein shall be construed to place the Company in violation of such contracts. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the NASA Contracts and the Company's obligations to its client, the National Aeronautics and Space Administration.

ARTICLE 1
INTENT AND PURPOSE OF THE AGREEMENT

1.1 It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

1.2 The Association, the Company and all employees are bound by and herby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair days work for a fair days pay.

1.3 It is the intent of the parties that this Agreement is contingent upon the successful certification of the Association and shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, succession or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

ARTICLE 2
RECOGNITION AND SCOPE OF THE AGREEMENT

2.1 The Company recognizes the Moffett Field Firefighters Association as the exclusive collective bargaining representative for all of its firefighters and fire captain, employed by the Company. All Chief Officers are supervisors and are therefore excluded from this Collective Bargaining Agreement as defined by the National Labor Relations Act.

2.2 Probationary employees. Newly hired employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Company, without regard to the provisions of Articles 6 and 8 of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY

3.1 Both parties agree there shall be no discrimination against any employee or applicant for employment because of his or her race, creed, color, religion, sex, national origin, disability, or age as required by state and federal laws, nor because of their involvement in or refraining from participating in Association activities and express their intent to provide equal employment opportunity in all aspects of the employment relationship. Any claim that the foregoing provision has been breached and that such breach also violates any federal or state civil rights law shall be resolved exclusively pursuant to binding arbitration as set forth in Section 6.13 after exhaustion of the parties' internal dispute resolution procedures (Steps one through four as described in Sections 6.2 through 6.5).

ARTICLE 4
CONTINUITY OF OPERATIONS

4.1 During the term of this Agreement there shall be no strikes, lockouts, work stoppages, slowdowns or secondary boycotts. The Association guarantees to support the Company fully and maintain operations in every way and any employee engaging in such activities shall be subject to discipline or discharge as appropriate under the circumstances.

4.2 In the event of any work stoppage by another labor group involving the client's property or operations, the employees will continue to perform their duties for the protection of life and property, and for the protection of security interests on the premises.

4.3 Firefighters and Fire Captain's will not be required to participate in any strikebreaking activities: the MFFA members shall maintain ingress and egress to the premises during a strike.

4.4 The Association agrees as part of the consideration of the Agreement, it will within 24 hours, take steps to end any unauthorized work stoppages, picketing, strikes, intentional slowdowns or suspensions of work and shall notify its members by newsletter, by telephone and by use of Company and Association bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

4.5 The Association agrees it will not assist employees participating in such unauthorized work stoppages, strikes, picketing, intentional slowdowns or suspension of work against whatever disciplinary action the company may take and that such disciplinary action shall not be subject to the regular grievance procedure, except that the foregoing provision shall not preclude the Association from opposing disciplinary action on the grounds that the employee did not engage in the alleged misconduct.

ARTICLE 5
GOVERNMENT ACTION

5.1 The Association agrees to cooperate with the Company in all matters required by the Government, and the Association recognizes that the terms and conditions of this Agreement are subject to certain priorities, which the Government may exercise. The Association agrees that any actions taken by the Company pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action which the Government directs or requires the Company to take immediately may be taken without prior notice to or discussion with the Association. However, whenever such action affects a term or condition of employment, the Company shall meet and confer with the Association the effects of that action.

5.2 If the contracting agency directs that a specific employee be removed from the contract; any such action directed may be undertaken by the Company, and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal of a contract employee, the Company agrees to cooperate with the Association by providing it with all relevant information concerning the incident.

5.3 The Association recognizes that the Company has certain obligations in its contract with its client pertaining to security suitability/clearances and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Company that an employee covered by this Agreement does not have or cannot obtain the required Security Clearance, and thus is restricted from work on, or from access to classified material, neither the employee nor the Association will contest discharge of such employees by the Company.

5.4 The Association will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 6
GRIEVANCE PROCEDURES

6.1 In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Association has the responsibility of reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Association and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights

and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believe they may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

6.2 All time frames for grievance action will be exclusive of weekends and holidays.

6.3 Step 1. An employee who once becomes aware of a situation and believes they had a justifiable complaint or grievance promptly shall discuss it with their immediate supervisor within ten 10 working days in an attempt to settle the matter. An Association representative may be present or may present the grievance on behalf of the Association or the employee.

6.4 Step 2. If the employee is dissatisfied with the response of their immediate supervisor in Step 1, the grievance must be elevated to the Assistant Fire Chief within ten (10) working days. The Assistant Fire Chief shall have ten (10) working days from date of receipt of the grievance to respond. An Association representative may be present or may present the grievance on behalf of the Association for the employee. The Association and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

6.5 Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Fire Chief in writing, signed by the employee and Association Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what remedy is sought, no later than ten (10) working days following the rejection at Step 2. The Fire Chief shall answer the grievance in writing within ten (10) working days after receipt of said grievance.

6.6 Step 4. If the Company's answer is not satisfactory, a Representative of the Association will meet and discuss the grievance with the Vice President of Labor Relations by phone, fax or any other electronic means. The Company must reply to the Association within ten (10) working days excluding Saturday, Sundays and Holidays, of said meeting.

6.7 Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Association to arbitration in accordance with the following procedures and limitations. Prior to going to Arbitration, the parties agree to a pre-arbitration meeting to settle the issue, if possible, by a group of members comprised of Management and employees not to exceed 3 on each side. Each side will determine their three (3) representatives of the pre-arbitration group. Outside parties may be used by both parties if so desired. No member of the pre-arbitration group may have had any involvement in any of the earlier steps of the Grievance process.

6.8 The Association, within ten (10) calendar days after the failure to reach agreement on the issue at the pre-arbitration level shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Association will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Association will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this

request will be sent to the Company. This request will be made within ten (10) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

6.9 In the event of arbitration pursuant to Section 6.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit verbally or in writing a separate submission to the arbitrator. The arbitrator will confine their decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

6.10 The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 6.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

6.11 Any grievance involving discharge, layoff, 2 or more parties of the bargaining unit, and other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Fire Chief or, in his absence, to his designee within ten (10) calendar days after the occurrence of the facts giving rise to the grievance.

6.12 The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management.

6.13 Any grievance shall be considered null and void if not filed and processed by the Association or the employee represented by the Association, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Association to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Association.

6.14 Sections 6.6 through 6.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Association asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this agreement has been breached, the arbitration shall be pursuant to Sections 6.6 through 6.12.

If the dispute has not been resolved pursuant to the procedures outlined in Sections 6.1 through 6.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolution Rules of JAMS, in California or in such location that the arbitrator determines is more convenient for the parties. If the Employee's claim is under any civil rights law or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other

claim, the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and cost incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/their reasonable attorney's fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable statute or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial mistake as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Section 6.13 be held invalid, both parties (including all employees covered by this Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or` the Employee's employment hereunder.

6.14 The Employer and Association recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the Employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain confidential information of the Company.

ARTICLE 7
MANAGEMENT RIGHTS

7.1 The Management of the Company and the direction of its employees, including but not limited to the establishment of reasonable work rules and regulations, the hiring, demoting and rehiring of employees in connection with any reduction or increase in working forces, the suspending, discharging or otherwise disciplining of employees for just cause are the exclusive functions of the "company", to the extent that any of such matters that are not otherwise covered or provided for in this agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken to the Grievance-Arbitration provision contained in Article 6.

7.2 It is recognized and acknowledged the Company is in the business of providing a service, through its employees, to the government and to other customers. It is therefore essential and expected all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. The Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations, as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Association; any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

ARTICLE 8
DISCIPLINE AND DISCHARGE,

8.1 The Company has the right to discipline or discharge any employee for incompetence, disobedience, disorderly conduct, negligence, or any other just and sufficient cause. For purposes of this provision, the term "cause" shall include, but not be limited to: a request; by an authorized government representative that the Company cease using an employee at the worksite, (ii) the failure of an employee to meet job requirements as imposed on the Company by NASA or to maintain all required certifications and (iii) the refusal of a full time employee to work Overtime when, in the Company's good faith judgment, such a request is necessary to assure that the Company meets its contractual obligations to NASA. Nothing herein shall preclude the Association or the employee from pursuing any claims it/they may have against the government. In Addition, the term "cause" shall include application of the Company's progressive discipline policy. Nothing herein shall preclude the Association or the employee from contending that the underlying infraction did not occur or from the Company contending that the progressive discipline was not appropriate in any particular circumstance as set forth in the policy.

8.2 Written notice (a copy of a disciplinary action form) will be furnished to the affected employee within ten (10) working days after the Company completes its investigation of the incident.

8.3 Upon taking disciplinary action against an employee, the Company will permit the employee to contact their Association representative, if they so desire, before leaving the premises and as soon as practical following the discharge the Company will notify the Association representative of the action taken.

8.4 Any employee interviewed concerning any discipline, if they desire, shall be allowed the presence of their Association representative to represent them during such Interview

8.5 During the probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

8.6 In imposing any discipline on a current charge, management will not take into account any prior infractions, which occurred more than one (1) year previously.

ARTICLE 9
ASSOCIATION SHOP AGREEMENT/ CHECK-OFF OF ASSOCIATION DUES

9.1 It is hereby understood and agreed by and between the Company and the Association that:

a. This Association Shop agreement shall become effective upon execution and shall remain in full force and effect concurrently with the basic collective bargaining agreement between the parties hereto.

b. All employees subject to the Agreement between the Company and the Association shall become members of the Association thirty (30) days from their date of hire and shall, as a condition of continued employment, maintain membership in the Association while this Agreement is in effect to the extent of paying initiation fees and membership dues uniformly required as a condition of acquiring or retaining membership.

c. An employee shall, without becoming a member of the Association, pay agency fees to the Association, in an amount sufficient to reimburse the Association for all chargeable expenses as permitted by law, whenever employed under and for the duration of this agreement.

9.2 During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Association, and remit to the Association, membership dues or agency fees uniformly levied in accordance with the Constitution and By-Laws of the Association and in accordance with the NLRA, as amended, provided such member of the Association voluntarily executes the Check-Off authorization Card, which shall be furnished by the Association.

9.3 When a member of the Association executes such Check-Off Authorization Card in a manner suitable to the Association, the designated Financial Secretary/Treasurer of the Association shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card which is incomplete or executed in a manner not suitable to the Company will be returned to the Financial Secretary/Treasurer.

9.4 Any notice of revocation as provided for in the NLRA, as amended, must be in writing, signed by the employee and delivered by registered mail, addressed to the appropriate Company accounting official, with a copy to the Association.

9.5 Check-Off Authorization Cards and notices received by the Company accounting officials will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.

9.6 When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the appropriate Financial Secretary/Treasurer of the Association a check, in payment of all dues and/or agency fees collected, not later than the 15th day of the month following the month in which such

dues and/or agency fees are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Association membership dues and/or agency fees to the Association will be accompanied by a list of names and employee numbers of the employees for whom deductions have been made in that particular period and individual amounts deducted.

9.7 No deductions of Association dues and/or agency fees will be made from the wages of any employee who has executed a Check-Off Authorization Card and who has been transferred to a job not covered by this Agreement, or who is not in a pay status. Upon return to Work within a job covered by this Agreement, deductions from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement and provided it is in accordance with appropriate provisions of the NLRA, as amended. A transferred employee who returns to a job covered by this Agreement will be required to submit a new Check Off Authorization Card in order to resume the deduction of Association dues and/or agency fee.

9.8 An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked their assignment and if the employee is recalled or reemployed, further deductions of Association dues and/or agency fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

9.9 Collection of any back Association dues and/or agency fees owed at the time of starting deductions for any employee and collection of Association dues and/or agency fees missed because the employee's earning were not sufficient to cover the payment of Association dues and/or agency fees for a particular pay period, will be the responsibility of the Association and will not be the subject of payroll deductions.

9.10 Deduction of Association dues and/or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect Association dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.

9.11 The Association agrees that, upon receipt of proper proof, it will refund to an employee any deduction erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Association by the Company. The Association further agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability, which may be made against it by any party for amounts deducted from wages herein provided.

ARTICLE 10
ASSOCIATION REPRESENTATION

10.1 The Association shall designate no more than (2) Stewards per shift. The Association shall notify the Company in writing of the selection of Stewards.

10.2 Stewards and Association officers shall not interfere with the management of the Company's business or the work of any employee, but may advise the Company of any alleged violations of the

Agreement. Stewards and Association officers may not Interview any employee or otherwise conduct Association-related business with any employee while such employee is on duty, nor shall any employee conduct Association-related business while on duty without permission. Government property and equipment shall not be used to conduct any form of Association-related business. The use of the fire department training room for Association meetings may be authorized during periods when the Government or Company is not using the training room. Employees who violate this article will be subject to disciplinary action.

10.3 The Company will provide bulletin board space for the Association upon which Association representatives may post notices pertaining to business of the Association. The Company, prior to posting, shall be provided a copy of all notices to be posted on the bulletin board.

10.4 It shall be the responsibility of the Association to advise the Company in writing of all changes in the designation of Association Representatives and alternates.

10.5 For purposes of this section, an employee may not leave their assigned Station in order to perform duties as an Association officer/Steward or alternate unless adequate replacement coverage has been arranged and approved by the Fire Chief.

ARTICLE 11
SENIORITY

11.1 Seniority under this Agreement shall commence with the employee's date of hire with NASA Ames Fire Department previously called the Moffett Field Fire Department.

11.2 When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than five (5) days before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless the employee agrees to remain on the new shift. If additional transfers are needed, they shall be done by reverse seniority.

11.3 A seniority list giving name and date of employment under this Agreement shall be furnished by the Company one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Association quarterly as applicable. The MFFA will post a corrected seniority roster when changes occur.

11.4 An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, except for the provisions of paragraph 11.7 shall lose all seniority rights.

11.5 Firefighters promoted to Fire Captain shall maintain two seniority dates:

a. Original date of hire for benefit accrual and layoffs.
b. Date of promotion for shift bidding, overtime purposes and reduction in rank.

It is understood that Fire Captains enjoy all rights of their position following promotion and can grieve discipline, demotion or termination as it applies to their position. Nevertheless, pertaining to the layoff procedure, members of the unit will be laid off in reverse order of hire notwithstanding rank.

11.6 If a Firefighter promotes to Fire Captain and then reduces in rank back to Firefighter within ninety (90) days, he/she shall maintain their original date of hire for seniority. If the voluntary reduction in rank is after ninety (90) days, the employee shall lose any time spent *in* the higher rank as it applies to seniority in the rank of firefighter. Original date of hire will remain the same for benefit accrual and lay off purposes.

11.7 If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Fire Captains shall have the right to reduce in rank and displace the least senior Fire Fighter, unless section 11.5 prevails. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for *by* the employee.

11.8 Laid off employees shall have call-back rights. The Company shall keep all seniority records for call back purposes. In the case of a recall, employees who have been laid off shall be notified, at their last known address, in order of the Company's seniority list, to report to work. The notice shall be by registered mail return receipt. In the event a former employee so notified fails to report for work within fourteen (14) days after receipt of such notice, the employee shall forfeit their seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving the employee or immediate family, or other legitimate reason, and so notifies the company within the initial fourteen (14) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten *(10) days* in which to return to Work. If the employee is unable to return at this time, the employee will be given an opportunity to return at the next opening11.9 An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that employee shall be subject to layoff according to their seniority. The Association shall keep all seniority records for disability recall purposes. An employee who is unable to work because of Illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

11.10 An employee shall lose his seniority upon retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee such as an "Act of God."

- is absent from work for three (3) consecutive days without properly notifying the Company of the reason for absence unless the reason for such absence is beyond the control of the employee.

- fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than five (5) workdays and provided that the employee notifies the Company within forty-eight (48) hours of such notice that he will return to work within the five (5) day period.

11.11 Each employee on a lay off status must notify the Company in writing, advising of any changes of address and their availability for work.

11.12 For the purpose of lay off, recall and vacation bid, seniority of employees shall be determined by the association and provided to the company, listing employees in numerical sequence, with the most senior person listed as number one (1).

11.13 Seniority of employees hired on the same date shall be determined by placement on the pre-employment eligibility list. The Company shall provide the MFFA with the placement ranking.

ARTICLE 12
WORKWEEK

12.1 The normal workweek shall commence at 0001 Monday and end one hundred sixty-eight (168) hours thereafter. The normal workday shall consist of twenty-four (24) hours beginning at 0700 hours and the normal shift shall consist of a twenty-four consecutive hours.

12.2 The normal work schedule shall be 48 hours on, then 96 hours off, commonly referred to as 48/96, indicating the employee works two consecutive days and then has four days off, then returns for two consecutive work days and then four days off, in continual sequence throughout the year. In the event an employee is scheduled to work on their normally scheduled day off. Such work shall be at the overtime rate of one and one half pay. Sick leave and vacation, used during the workweek, will count towards all hours worked in a work week, if an employee is offered or is forced to work overtime hours.

12.3 Employees shall be allowed to trade shifts and such action will be handled administratively by the Fire Chief or designated representative. Shift trades will be documented by an internal document that is a binding agreement between the employees engaging in the shift trade. Once approved by management, an employee working a shift for another employee will do so at straight time, and the hours worked will not count as overtime.

12.4 Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal work week.

12.5 Changes in hours of work may be made whenever necessary for the purpose of legitimate scheduling requirements such as training or special events. Except in cases of an emergency, unforeseen circumstances beyond the control of management a seventy-two (72) hour notice shall be given in advance of such changes.

12.6 In the event of an assigned shift change, which alters an employee's anticipated work assignment, the Company will attempt to contact the employee prior to reporting to work advising them of the change and the reason the change was made.

ARTICLE 13
GENERAL PROVISIONS

13.1 All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix B attached hereto and made a part hereof.

13.2 In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th, and the shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

13.3 In the event one shift is scheduled to work both Thanksgiving Day and the day after Thanksgiving of the same year, the shift assigned to work on Thanksgiving Day will be reassigned to work the day before Thanksgiving and the shift originally scheduled to work the day before Thanksgiving Day will be reassigned to work Thanksgiving Day.

13.4 An employee called in to work and who reports for duty will be guaranteed a minimum of four (4) hours of work or pay at the applicable hourly rate. The provisions of Article 13, part 13.3, will apply.

13.5 The Association will notify the Company by October 1st of each year if the Association will be conducting a shift bid for the upcoming calendar year. The new shift bid will take effect in January of the upcoming year on a date that will cause the least disruption to the pay period. This process will not disrupt the continuity of staffing or daily operations.

13.6 Each employee covered by this Agreement will be furnished personnel relief as provided in the Company's contract with its client. Supervisory personnel normally will not perform the duties of bargaining unit employees but may, without prior notice during emergencies, be temporarily assigned to cover unit work where deemed necessary by the Company.

13.7 Duty assignments will be rotated equitably among employees and the Company will make reasonable efforts consistent with its business needs to assign employees in such a manner to accommodate established child care arrangements or the like. Special accommodations will not be made to assist with meeting other work obligations. Assignments will be made in an unbiased manner and in accordance with seniority to the extent possible.

13.8 The Association and the Company will provide copies of this Agreement, in an amount sufficient to provide a copy to all covered employees, within a reasonable time subsequent to ratification.

13.9 Male MFFA members are permitted to deviate from the employee handbook, grooming standards, by having mustaches extend one half (1/2) inch below or beyond the line of the individual's upper lip. Sideburns may be no wider than one (1) inch at the bottom in a non-conspicuous manner. Male MFFA members may grow hair under their bottom lip, neatly trimmed and may not exceed one half (1/2) inch in length.

13.10 There will be a promotional process established for promotions from fire fighter to captain as outlined in WSI Policy 023.

ARTICLE 14
OVERTIME COMPENSATION

14.1 No overtime work shall be required or permitted except by direction of proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained. Once an employee turns in their equipment and signs out, the Company has no right to force them to stay, except in government declared emergencies, and or minimum staffing requirements..

14.2 The Company shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the facility. Whenever practical the Company will attempt to provide two (2) hours notice to employees on duty that will be required to work overtime.

14.3 Overtime pay will be paid at one and one half (1.5) times the employee's basic hourly straight time rate, for all hours MFFA members work beyond normal scheduled work. This excludes additional hours worked for employee initiated shift trades.

14.4 The Association for the purpose of filling overtime will maintain a seniority list: This list will be kept up to date by the Association and posted on the Association bulletin board and provided to Management.

14.5 In the event an employee needs to be recalled in an overtime situation the Battalion Chief or his/her designee shall attempt to contact the employee by a phone or pager number provided by the employee. After attempting contact by the number provided, that employee shall have fifteen (15) minutes to contact the Battalion Chief or his/her designee to accept or decline the overtime. If the Battalion Chief or his/her designee receives no response, the next eligible employee shall be contacted. This process will be repeated until the vacancy is filled. If no response is received, the Battalion Chief will mandate an employee to work the overtime per the Association's overtime rules.

14.6 Overtime shall be offered to the most senior eligible employee with the lowest hours on the seniority list. If accepted, that particular employee shall not be offered additional overtime until offered to all other eligible employees first. If the senior employee declines the overtime, they shall remain on the top of the eligibility list. This process will be repeated until the vacancy is filled.

14.7 In the event eligible employees do not accept overtime, the employee lowest on the mandatory overtime list shall be mandated to work the overtime. The employee mandated to work overtime shall not be mandated to work overtime again until all other employees have been mandated to work.

14.8 In the event the employee accepting the overtime is out of the local area, the most senior eligible employee from the off going shift will be offered the hold over overtime. The local area is defined as a thirty (30) mile radius of the Ames Research Center. The recalled employee accepting the overtime must report to duty within four (4) hours after contact. The Association will maintain and provide management an eligibility list of those employees available for overtime that is four (4) hours or less.

14.9 Scheduled overtime is defined as a shift vacancy known by management prior to 2100 the day before the vacancy occurs. The Company will make every attempt to fill known vacancies in the shift schedule between the hours of 0600 and 2100. Unscheduled overtime is a vacancy that is created when at any time an employee has to unexpectedly depart work or cannot report to duty because of an illness, injury or family emergency situation.

14.10 MFFA members who join the NASA Ames DART team are eligible to apply for membership in California Task Force Three (CATF-3). Additionally, MFFA members working an assignment as part of a State or National USAR Task Force or Incident Support Team will be reimbursed for their time by the tasking organization and not the Company.

14.11 MFFA members working an assignment as part of a local, State or Federal mutual aid request or order, will be reimbursed for their time by the Company. The Company will accomplish the required documents (task order) for reimbursement from the Government.

ARTICLE 15
HEALTH AND WELFARE

See Appendix C to this Agreement.

ARTICLE 16
UNIFORMS

16.1 The Company will furnish all uniform and equipment considered necessary by the Company at no cost to the employee.

16.2 Employees shall maintain such uniforms and equipment in accordance with Company standards. Uniforms and equipment issued by the Company are to be worn and/or used by employees only in the performance of their assigned duties and in accordance with the Companies contract with its client. The wearing and/or use of Company issued uniforms and equipment in the course of any other employment or activity will be cause for discipline, up to and including termination of employment.

16.3 The Company will provide designated equipment as required by the contract or determined to be needed by WSI management. The type and style of equipment is at the discretion of the Company consistent with the contract. Replacement of issued equipment for fair wear and tear will be at no cost to the employee.

16.4 All costs for alterations required properly fitting the uniform, or attaching patches, etc. that are not attached to the uniform by the manufacturer will be provided by the Company in a timely fashion. The Company will provide dry cleaning services for articles of clothing that are specifically designated for dry cleaning only.

ARTICLE 17
HOLIDAYS

17.1 All full-time employees will be compensated for the following 11 holidays each year

New Years Day	Columbus Day
Martin Luther King Jr. Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Independence Day	Memorial Day
Labor Day	

17.2 Holiday pay will be incorporated to the hourly wage throughout the year as described in Appendix B.

ARTICLE 18
VACATIONS

18.1 Accrual of vacation is based upon vacation earned by the employee with continuous service, as shown in the following schedule:

Service Completed	Vacation Accrual	Bi-weekly Accrual Rate
After 1 year	120 hours	4.62 hours
After 5 years	168 hours	6.46 hours
After 10 years	216 hours	8.31 hours
After 15 years	264 hours	10.15 hours

The length of eligible service is calculated on the basis of a "benefit year". This is the 12 month period that begins with the employee's date of hire with the Company. In the case of incumbent employees from a predecessor contract, it begins with the employee's date of hire with the predecessor contractor (seniority date). Eligible employees may use their accrued vacation leave after completion of their 90-day probationary period. Vacation will be granted at a minimum of 4 hours or more. Employees terminated before completion of the probation are not entitled to payment of accrued vacation leave.

18.2 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation, and shall be limited to those hours the employee has earned on the date of eligibility for such vacation.

18.3 Eligible employees shall continue to maintain the appropriate vacation accrued during absences compensated under the Company's weekly indemnity insurance program.

18.4 Vacation preference will be given weight by the submittal date of each request. If there is more than one vacation request submitted on the same date, for the same date, preference will be given to the 2 most senior employees regardless of skill classification. Employees shall be notified of vacation request determinations by receiving a copy of their vacation application back within five (5) working days stating approved or disapproved. If a request is disapproved, no other requests for that time shall be approved without first offering that time to the first requestor. Under emergency conditions declared by governmental agency, when more than two employees are scheduled off for vacation, the Company shall have the option to cancel all other vacations other than the first granted request for each workweek. Only the first 2 requestors will be approved pending availability.

18.5 Unused vacation hours will be paid out on the employee's anniversary date each year. Employees may carry over vacation hours to a maximum of one year's accrual rate.

ARTICLE 19
SICK LEAVE (SL)

19.1 Employees can use available SL after completion of their 90-day probation period. Employees hired after 01 January will have their SL hours prorated accordingly. SL pay is calculated based on employee's straight-time pay rate on the date the SL hours are taken. Employees may carry over up to two years of sick leave (288 hours) each year; or unused sick leave can be paid out to the employee not later than December 31st of each year and will be paid out at the employee's straight-time pay rate as of such date. For final pay purposes, employees terminated will have SL prorated up to the time of the last day of employment and will not be paid the balance of SL left in the calendar year. Commencing 1 January of each year, employees will receive one hundred and forty four (144) hours of sick leave in a lump sum.

19.2 Paid SL may be used at a minimum of 4 hours or more. Employees may use SL for an absence due to their own illness or injury or that of an immediate family member (See Article 19 for definition of immediate family member) or for other personal appointments or matters.

19.3 Employees unable to report to work due to illness/injury or other personal related matters must telephone the duty chief directly, each day of their absence, as far in advance as possible, but no later than one (1) hours before their scheduled arrival time regardless of whether the employee seeks SL pay for the absence. The duty chief must be contacted each day of absence unless an exception has been made for a particular absence, and a written memo to this effect has been provided to the supervisor.

ARTICLE 20
BEREAVEMENT LEAVE

20.1 In the unfortunate event of a death in the immediate family of an employee, the employee will be granted two (2) workday (48 hours) emergency leave with pay for the purpose of attending the funeral. For those employees who have to travel over 400 miles or more to a funeral, the bereavement allowance is three (3) workdays (72 hours) of paid leave. The employee pursuant to the Company's standard policies may take other leave available under this Agreement. For the purpose of this Article, the immediate family member shall be defined as the father, mother, sister, brother, father-in-law, mother-In-law, stepparents, foster parents, spouse, domestic partner, children of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and spouses and employees grandparents. After the granting of such emergency leave, the Company may require the employee to substantiate the need for the leave.

ARTICLE 21
JURY DUTY

21.1 The Company agrees to pay employees called for jury duty or as a witness in a case deriving from the performance of their duties, their normal full base rate of pay when an employee has met the following conditions:

a. The employee must notify the Company within seventy-two (72) hours after they receive a jury duty questionnaire or notice the employee is subject to a jury duty call or subpoenaed as a witness.

b. The employee must permit the Company to assist the employee in seeking to obtain an exemption from jury duty where appropriate.

c. The employee must provide the Company with written evidence or notice from the Court that they performed jury service.

21.2 Employees will not be compensated for participation in proceedings where they are a party in the case (plaintiff or defendant), or where they are appearing as witnesses against WSI, unless required by law.

21.3 Employees will be compensated with their regular salary. In the event a MFFA member is performing jury duty or going through the jury duty selection process on a scheduled day of work and is required by the court to return to the court the next day, the member does not have to return to duty for the remainder of that shift. An employee on jury/witness duty is expected to report to work promptly on any day they are excused from jury/witness duty.

ARTICLE 22
OTHER LEAVES OF ABSENCE

22.1 Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year shall be granted to not more than (3) employees at one time to attend Association

conventions and Conferences without loss of seniority rights and benefits. However, the Company retains the right to limit the number of attendees to less than three, or disapprove such leaves of absence due to emergencies or as client/contract operations demand.

22.2 An employee who is a member of the Military reserve will be granted a leave of absence without pay when ordered to active duty for annual training.

22.3 The re-employment and seniority status of any employees hereunder who, while in the active service of the Company, enter the armed services or, during wartime enter the Merchant Marine of the United States, shall be governed by the Provisions the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees called to active duty for greater than 30 days will be paid the difference of their salary and that paid to them by the Military. This pay will be calculated upon their return from active duty provided employees submit the proper paperwork from their military duty pay in order to calculate the difference.

22.4 The provisions of the Family and Medical Leave Act (FMLA), as amended, will be complied with by the Association and Company. Where applicable State Law provides for different or greater FMLA rights, the company will provide such rights. Employees will follow the Company policy and procedures regarding application for FMLA.

22.5 An employee shall be deemed to have voluntarily quit employment with the Company if:

22.5.1 The employee fails to report to work within two (2) days after expiration of a leave of absence without a telephone call or other explanation.

22.5.2 An employee who takes medical leave fails to notify the Company that they are able to return to work within two days after they are medically able to return to work.

22.5.3 The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Company, except where failure to do so is the result of verifiable emergency circumstance.

22.5.4 The employee fails to respond within five (5) days of the Company sending notice of recall.

ARTICLE 23
OFF-DUTY INJURY and ILLNESS

23.1 An employee who is absent due to illness or injury for more than two (2) consecutive work days, regardless of whether the employee seeks SL pay, shall be required to provide to the Company a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Upon reasonable request, the Company reserves the right to require a physician's statement for an illness of any period of time. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician designated by the Company, at the Company's expense. Where an employee fails to provide medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled

to sick pay, and may be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, when required or reasonably requested, will not be permitted to return to work.

ARTICLE 24
ARREST AGREEMENT- ADVERSE INFORMATION REPORTING

WSI is a government contractor providing fire services who is bound by its government contract and other government and Company security and/or clearance requirements. As such, employees will comply with the provisions of Appendix F.

ARTICLE 25
DRUG AND ALCOHOL POLICY

25.1 The Company and Association herein referred to as "parties", recognize that, in the emergency management and response business, the use of controlled substance or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affect employee, their co-workers and the public. An employee cannot perform their work effectively if they are under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full .and safe performance of all required duties. The parties recognize that an employee's involvement with drugs and alcohol, whether on or off the job, can have an impact on the Company's ability to meet the government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy (Appendix E to this Agreement) is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to Article 8, Section 8.1.

25.2 Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

ARTICLE 26
TRAINING AND RE-QUALIFICATION

26.1 It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's contract with ARC and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner.

26.2 It is the employees responsibility to provide the Company with one-hundred eighty (180) days written notice prior to the deadline for initial completion of and/or expiration of any qualifications, certifications, or

licenses required by the State of California or the federal government, including but not limited to CFSTES Firefighter II, NFPA 1003, EMT-D, Hazardous Materials FRO, HMIT, CDL Class "B," and Fire Apparatus Driver/Operator I. Forms for the reporting of such information will be available from the Company. Employees are required to submit applications for either the initial completion of and/or expiration of their CFSTES Firefighter II, NFPA 1003, EMT-D, Hazardous Materials FRO, HMIT, CDL Class "B," and Fire

Apparatus Driver/Operator I no less than 120 days prior to the expiration of their current qualifications/certifications/licenses, employees will provide either the Fire Chief or a Company designated representative with a copy of their qualifications/certifications/licenses.

26.3 Employees may not go to an outside training provider to schedule and/or participate in any certification / qualification training required per the Company's contract with ARC unless specifically authorized to do so by the Company.

26.4 MFFA members who are assigned to an off-Center training class or course will be placed in an administrative pay schedule of up to eight (8) hours a day and or forty (40) hours a week. Travel time to and from the course, mileage, and per diem, will be paid in accordance with the Government Services Administration payment schedule for out of area training, which is defined as more than 30 miles. Every effort will be made by the Company to keep the member's typical pay period hours consistent when assigned to a training course.

ARTICLE 27
SEPARABILITY OF THE CONTRACT

27.1 It is not the intent of the parties to this Agreement to violate any Federal, State or Local laws governing the subject matter contained herein. All parties who are signatory to the terms of this Agreement agree that if any provisions contained herein are finally held or determined to be illegal or void by a court of final and Competent jurisdiction, the parties shall promptly enter into negotiations concerning the affected clauses for the purpose of achieving conformity with the new requirements of the applicable law. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

27.2 Effective Immediately: In the event the Department of Labor determine that the wages or fringe benefits contained in the Agreement were not reached as a result of arms length negotiations or are substantially at variance with those prevailing for services of a character similar in the locality, then such wages or benefits shall be rendered null or void. In such event the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

27.3 Neither party shall terminate this Agreement, strike, or lockout during negotiations over a new Agreement after the expiration of the initial term without first providing the other party ten (10) days advance written notice of intent to terminate.

ARTICLE 28
DURATION

28.1 Unless otherwise provided herein, this Agreement becomes effective on 1 August 2010 for economic terms and upon its execution for all other terms. The Agreement shall continue in full force and effect until midnight 31 July 2013. The Company and Association, by mutual consent, can modify or amend this Agreement.

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

SIGNATURE OF PARTIES

WITNESS WHEREOF, the Company and the Association have caused this Agreement to be signed on August 16, 2010, by their duly authorized representatives at NASA/AMES Research Center.

FOR: Wackenhut Services, Inc.

Gail Feustel, Vice President Labor Relations — 8/17/10 Date

Steven Kelly, Project Manager/Fire Chief — 8-17-10 Date

Thomas Westort, Assistant Chief — 8-17-10 Date

Rob Wilson, Battalion Chief — 17 Aug 10 Date

For: Moffett Field Firefighters Association

Tony Spitaleri, Chief Negotiator
Moffett Field Firefighters Association — 8/25/10 Date

Erik Hermanson, President
Moffett Field Firefighters Association — 8-16-10 Date

Ty Locatelli, Shop Steward
Moffett Field Firefighters Association — 8/16/10 Date

Mark Bingham Shop Steward
Moffett Field Firefighters Association — 8/16/10 Date

Tim Frasch, Secretary/Treasurer
Moffett Field Firefighter Association — 8/16/10 Date

APPENDIX A - COVERED FACILITIES

This Agreement covers the Company's operations with NASA/AMES Research Center and facilities designated under this Contract.

The Association and the Company agree that any new station that is ordered by NASA in the localities covered by this Agreement will be adopted and covered by this Agreement

APPENDIX B – WAGE AND HOUR
SECTION 1: WAGE SCHEDULE

The base hourly rate of pay shall be as indicated below and shall be effective as of August 1, 2010.

Classification	Current	08/01/2010	08/01/2011	08/01/2012
Firefighter	$31.86	$32.98	TBD	TBD
3% Holiday Pay	$ .96	$ .99		
Fire Captain	$37.18	$37.74	TBD	TBD
3% Holiday Pay	$ 1.12	$ 1.15		

The parties agree to open for wages in year two and three of the contract. The wage opener will be held by telecom or in person in June of each year.

Employees will receive pay on the last day of work before the regularly scheduled payday. Holiday pay is added to the employee's hourly wage which equals eleven paid holidays. Holiday pay is calculated by multiplying the employee's current hourly wage by 3 %.

The Company will make every effort to provide a core health care plan at no additional cost to the employee. Rates and costs may vary for additional family members added to the employees plan.

All employees who are assigned by management the collateral duty of SCBA Repair Technician, EMT Instructors and the Paramedic Program Administrator, shall be compensated fifty (50) dollars a month for the time period assigned to the collateral duty. Management will notify firefighters and fire captain leads in writing of their collateral duty assignments and time frames. Because of continued proficiency needed in training of these two collateral duty areas; assignments will be no less than six months in duration. The Company will pay all necessary licensing fees for continuing paramedic educational units if applicable.

SECTION 2: BREAK PERIODS

All productive MFFA members shall be provided breaks and lunch in accordance with the State of California Labor code 512.

APPENDIX C - HEALTH AND WELFARE

All employees will receive health and welfare benefits as follows:

August 1, 2010 three dollars and eighty-five cents ($3.85)
August 1, 2011 TBD
August 1, 2012 TBD

for each hour worked per week in accordance with the Service Contract Act. The Health and Welfare costs are calculated using an average costing method and are limited to fifty-six hours per week, and 2912 hours per year.

The parties agree to open for H&W in year two and three of the contract. The H&W opener will be held by telecom or in person in June of each year.

APPENDIX D – 401(k)

All eligible bargaining unit employees may, on a voluntary basis, elect to participate in the Companies 401(k) plans by electing a percentage of the employee's pay. The Company will match as stated below not to exceed 2,912 hours per year. Employees must contribute at least that percentage which falls in the chart below to be eligible for the Company's match.

0 - 5 years	4% match	11 - 15 years	7% match
6 - 10 years	5% match	16 - 20+years	10% match

The parties agree to open for 401(k) in year two and three of the contract. The 401(k) opener will be held by telecom or in person in June of each year.

APPENDIX E – MEDICAL BENEFITS

The Company will offer a Short Term/Long term disability benefits Plan to all members during Open Enrollment in the month of February 2011 for a start date of March 1, 2011. This benefit will be paid for entirely by the employee who chooses to participate.

Each year during Open Enrollment either party may introduce a new Medical Insurance Plan for review and acceptance by the parties. Any changes in Medical coverage will go into effect March 1st of each year of the contract.

APPENDIX F - DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY FOR FEDERAL CONTRACTS OR GRANT RECIPIENTS

PURPOSE To ensure that all WSI locations that are receiving federal government contracts or are grant recipients of $25,000 or more are in compliance with the provisions set forth in the Drug-Free Workplace Act of 1988.

RESPONSIBILITY All management personnel working on federal government contracts are to ensure that the following procedure is implemented on the local level. (A violation of the policy may lead to termination of the government contract, suspension of payments, or debarment.) Interpretation and administration of the provisions of this policy must be conducted in close coordination with the Human Resources Department at Headquarters.

POLICY Except when undergoing prescribed medical treatment, as stated below, any unlawful use, sale, distribution, manufacture, or possession of narcotics, drugs, controlled substances or alcohol, while on duty, or on Company property, is an offense subject to termination of employment.

Off the job use of substances or alcohol which adversely affects an employee's job performance, or which jeopardizes the safety of other employees, the public or Company equipment, is proper cause for administrative or disciplinary action up to and including termination of employment.

The illegal use, sale or possession of narcotics, drugs or controlled substances, at any time, shall be proper cause for severe disciplinary action up to and including, termination of employment.

Employees undergoing prescribed medical treatment with a controlled substance should immediately report this treatment to their supervisor. Although not grounds for disciplinary action, the use of controlled substances, as part of a prescribed medical treatment program, requires a medical certificate from the prescribing physician stating that job performance will not be impaired by treatment. If job performance could be impaired, a medical leave of absence is required.

At several locations, the Companies' tests for controlled substances. Employees may receive information from local management regarding such testing and disciplinary action for positive results or failure to submit to urinalysis or blood screening.

DRUG AND ALCOHOL POLICY FOR
FEDERAL CONTRACTS OR GRANT RECIPIENTS

PROCEDURE All employees must receive a copy of this Policy and then read and sign the Drug-Free Workplace Certification Form (W-170A) as well as the Urinalysis/Blood Test Release Form (W-170). Both forms should be permanently retained in the employee's personnel file.

Additionally, any convictions of employees for drug related violations will be reported to the federal contracting agency within ten days of learning about such conviction.

APPENDIX G – ARREST AGREEMENT / ADVERSE INFORMATION REPORTING

At any time while employed by the Company, if an employee is arrested by any law enforcement agency for any reason, the employee shall notify their supervisor within 24 hours of the occurrence of such event. The employee shall agree to this reporting obligation regardless of whether he/she or their attorney or representative reasonably believes that the charges will be later dropped for whatever reason or that a conviction is unlikely. Minor traffic violations are the only exception to this reporting requirement (the term) "minor traffic" violations does not include reckless driving or driving under the influence of drugs or alcohol, the arrest for which must be reported.

Within 48 hours of the occurrence of the employee's arrest, he/she shall provide a written statement to their Contract/Project Manager setting forth the nature of their arrest and including the following information: the date, exact time and location of the arrest, and the charges.

The Company may make a determination of whether the employee was involved in conduct not compatible with their continued employment with the company and whether this information is reportable in accordance with the National Industrial Security Program Operating Manual, paragraph 1-302a (if applicable).

As specified above, the employee shall report an arrest within 24 hours or provide a written statement within 48 hours. If the employee fails to do so, or the written statement the employee provides fails to include or set forth in sufficient detail all the required information, this will be grownds for immediate termination.

The Company is a government contractor who is bound by government security and/or clearance requirements. Employees must understand that pursuant to these obligations, the Company may be obligated to inform its government customer of the arrest and that the Company and/or the government may determine that the employee engaged in conduct incompatible with their continued employment. The employee must understand that the fact that the employee was arrested will not itself be the basis for a decision to terminate him/her.

Given the very nature of the Company's business, its high visibility in public facilities, and its obligations to its customer, the United States Government, employees must understand that the Company's standard of acceptable conduct are higher than most other businesses and that its determination of whether to continue their employment does not rest on criminal standards of proof.