REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2010-3385
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Date Of Last Revision: 3/22/2010

State: California

Area: Contra Costa

Employed on NASA - Ames Research Center contract for contract for contract for supply management; equipment management; property disposal; janitorial; refuse and recyclable materials collection, remove, and disposal; shipping, receiving, mail service center, warehousing and re-distribution; fleet management; industrial property management; documentation services; and conference center support.

Collective Bargaining Agreement between contractor: Tessada & Associates, Inc. and Scientific and Comm. and union: Service Employees International Union (SEIU) local 1877 effective 4/1/2010 through 3/31/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

MULTI-EMPLOYER COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TESSADA & ASSOCIATES, INC.
EMPLOYER

AND

SCIENTIFIC AND COMMERCIAL SYSTEMS CORPORATION
EMPLOYER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 1877

FOR NASA AMES CONTRACT NUMBER NNA04CI13C

APRIL 1, 2010 THROUGH MARCH 31, 2013

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AGREEMENT

THIS AGREEMENT, is entered into as of this 1st day of April, 2010 by and between Tessada & Associates, Inc. ("TESSADA") and Scientific and Commercial Systems Corporation ("SCSC") hereinafter each referred to as the "Employer" with respect to their employees as hereinafter delineated, and Service Employees International Union (SEIU), Local 1877, hereinafter referred to as the "Union."

Section 1. Recognition

A. TESSADA recognizes the Union as the sole collective bargaining agent, with regards to wages, hours and other terms and conditions of employment, for its full-time and part-time employees in the job classifications set-forth in Section 6 of this Agreement and employed on the NASA AMES Contract by TESSADA at the Moffett Field, California, NASA AMES Research Center; but excluding all office clerical employees, professional employees, temporary employees, guards, managerial employees and supervisors as defined in the Act. When the terms "employee" and "employees" are used in this Agreement, they shall mean employees in the bargaining unit described in this Section.

B. SCSC recognizes the Union as the sole collective bargaining agent, with regards to wages, hours and other terms and conditions of employment, for its full-time and part-time employees in the job classifications set-forth in Section 6 of this Agreement and employed by it as a subcontractor to TESSADA on the NASA AMES Contract at the Moffett Field, California, NASA AMES Research Center; but excluding all office clerical employees, professional employees, temporary employees, guards, managerial employees and supervisors as defined in the Act. When the terms "employee" and "employees" are used in the Agreement, they shall mean employees in the bargaining unit described in this Section.

C. Non-discrimination: No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in this Union. Neither the Employer nor the Union shall discriminate for or against any employees or applicant for employment covered by this Agreement on account of race, color, religious creed, sex, national origin, age as defined in the Federal or California Age Discrimination laws, handicap, disablement or Vietnam era status.

D. Multi-Employer Nature of the Agreement: The Parties recognize that this Agreement is applicable to two separate and distinct Employers and covers their specific employees in two separate and distinct collective bargaining units. The Employers are neither joint Employers nor operate as a single enterprise; provided however that employees may transfer, or be transferred, between employers and shall retain all accumulated benefits (for example, vacation or sick leave). It is further agreed that SEIU is the sole and exclusive bargaining agent for these employees as set-forth in Section 1A and 1B and future service and maintenance job classifications consistent with the historical scope of this bargaining unit.

E. Gender: Whenever the masculine gender is used in this Agreement, it shall be considered to include the feminine gender.

Section 2. Management Rights

Except as expressly limited herein, the Employer maintains all managerial rights including the right to determine qualifications for positions, qualifications for hire, the number and types of positions; to direct and manage the workforce; direct and manage its business operations; to assign, promote, demote, layoff, recall, discipline in accordance with rules and regulations in accordance with Employer policy and this collective bargaining agreement, suspend, terminate for just cause; improve efficiency and work performance; adapt new technologies, including the right to make work assignments to meet contractual requirements with NASA Ames; to make and enforce reasonable rules and regulations; and to select individuals for promotion to supervisory, managerial and exempt positions.

Section 3. Condition of Employment

A. Union Membership: Membership in good standing in the Union not later than the thirty-first (31st) day following the effective date of this Agreement, or the 31st day after the commencement of employment, whichever is later, shall be a condition of employment for employees covered by this Agreement. It is expressly understood that these membership obligations also cover all part-time employees who must, by the thirty-first (31st) day following the beginning of their employment status, become and remain members of the Union. Upon notice from the Union that an employee is not in good standing, the employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself in good standing before the expiration of the ten (10) day period, herein mentioned, and before such discharge.

B. Union Dues: Upon written authorization from an employee, the Employer agrees to deduct each month from earnings of the employee the periodic Union membership dues and initiation fee as set forth below, and to remit same together with a list of the names, addresses and social security numbers of the employees involved to the Union office. Any deductions provided for in this Agreement shall require the voluntary authorization of the employee involved. Any amount so deducted shall be forwarded to the Union within fourteen (14) calendar days after such deduction. On the thirty-first (31st) day of employment, new full-time and part-time employees, shall have an amount equal to the Union's initiation fee and one (1) month's dues deducted from the following paycheck, and tender thereafter the regular monthly periodic dues uniformly required as condition of retaining membership which shall, for the purpose of this Agreement, constitute good standing in the Union. Temporary employees will pay Union dues, but are exempt from paying the initiation fee. Should a temporary employee become a full-time or part-time employee, the initiation fee will be withheld from the next paycheck. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this Section or from the Employer's reliance upon the authenticity or effectiveness of such authorization.

C. Probation: Every new or re-hired employee shall be on probation for the first ninety (90) days following appointment. During the time of this probationary period an employee may be discharged for any reason and any such employee shall not have recourse to the grievance procedure outlined in this Agreement.

D. Orientation: Recognizing a mutual interest in maintaining efficiency, the Employer shall implement appropriate orientation procedures for new hires and those promoted to new positions. Employees shall assist other employees in learning their job.

E. Employment Classifications: This agreement recognizes the following classifications as hereinafter defined.

1. Full Time. Those employees assigned to a specific job classification and are regularly scheduled to work 40 or more hours per week.
2. Part Time. Those employees assigned to a specific job classification and are regularly scheduled to work less than 40 hours per week.
3. On-Call. Those employees available on an "as needed" basis.
4. Temporary. Those employees hired for a limited specific period of time or project.

Section 4. Hours and Working Conditions

A. Work Week: The work week shall commence at 12:01 AM each Monday morning and end at 12:00 Midnight the following Sunday night. Forty (40) hours work shall constitute a week's work. All employees who work in excess of eight (8) hours per day or a week's work of (40) hours during their seven (7) consecutive days of the work week shall be paid at the rate of time and one-half (1 ½) the employees regular rate of pay for such excess time. An Employee working on a seventh (7th) consecutive day in a work-week or in excess of twelve (12) consecutive hours per workday shall be paid at double (2) time based on the regular rate of pay. Pay for non-working time (ex. Holiday, vacation, sick leave) shall not be included in computing hours worked.

B. Rest Periods: Every employee shall be authorized by the employer to take rest periods, which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of fifteen (15) minutes within each four (4) hours working time or major fractions thereof. Employees shall be granted, as a minimum, a forty-five (45) minutes meal break, which insofar as practical shall be in the middle of each work period.

C. Time Off Between Shifts: Except in bona-fide emergencies and for normally scheduled split shifts, the minimum time off between shifts shall be ten (10) hours and employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1 ½) for all work performed up to the time of said ten (10) hour period shall be elapsed.

D. Time Sheets: The Employer shall make the time card/time sheet and payroll records available to the representative of the Union upon request at any time within six (6) months from date of issuance. It is agreed that this section shall only be used in case of a dispute between the Employer and the employee over wages and/or hours.

E. Employee Uniform: Each employee shall wear an Employer furnished name plate/badge, emblem or patch, and safety PPE gear when required by the employer, at all times during working hours on his outer garment.

F. Reporting Pay: Should an employee be called for work and no work is available, he shall be paid for two (2) hours of work unless the employee performs unscheduled work of his own volition. Should the employee start work, he shall be paid for at least four (4) hours work.

G. Employee Coverage: The Employer may employ part-time and on-call employees on a permanent basis, provided that they are not used to replace full-time employees. The Employer will make good faith efforts to utilize full-time employees whenever practicable.

H. Employee Hours: No full time or part-time employee shall have his hours replaced as a result of signing this Agreement, unless required by the Government.

I. Car Pool. Recognizing the value and need for energy conservation and of car pooling as a means to achieve that end the Employer shall make reasonable efforts to accommodate those employees involved in car pools when establishing work schedules and overtime work.

J. Work Rules: The Employer shall have the right to establish and enforce reasonable work rules, and agrees to inform the Union before the implementation of any New Work Rules including Employee Testing and Security Procedures.

K. Safety Shoes: Those employees requiring safety shoes in performance of their job will be allotted $100.00 per year. Allotment will be paid annually during the month of November. If November falls during the probation period of a new employee, that employee will be paid the $ 100.00 allotment, if applicable, upon completion of his probation period. Employees shall provide receipt of purchase, for accounting purposes, if requested by the Employer.

Section 5. Seniority

A. Definition. Seniority shall be the period of continuous employment, including that with a predecessor government contractor, at the Employer's NASA/Ames, facility.

B. Layoff. Seniority shall prevail in all cases of layoff and recall; provided however that the employee is able to perform all job duties of the position. Thus, the employee last hired in the specific job classification shall be laid off first, and in recalls, after layoffs, employees shall be recalled in reverse order to that in which they were laid off.

C. Bumping. Employees in a job classification designated for elimination may exercise their company Seniority and bump a less senior employee in a different job classification, provided that the more senior employee has held that job classification, or has been trained and certified as qualified in the classification, during the past five (5) years.

D. Recall. When an employee is recalled the Employer shall give written notice by certified mail forwarded to the employee's last known address, and shall hold the job available for a period of one (1) week from the date of mailing the notice. Employees recalled shall notify the Employer of their intention within four (4) days of date of receipt of notice.

E. Loss of Seniority. An employee shall lose seniority for any of the following reasons:

1. Voluntary resignation, retirement or discharge
2. Leave of Absence for more than six months excluding worker's compensation and FMLA leaves;
3. Layoff for a period of nine months;
4. Absence without leave for three (3) days without previously notifying Company management, unless prevented from providing said notice by a medical emergency;
5. An employee engages in other employment during a leave of absence without obtaining prior permission of the company; or
6. Settlement has been made for total disability.

F. Job Posting. The Company agrees to post for five (5) workdays all job vacancies within the bargaining unit. The vacancy shall be awarded to the bidder on the basis of company seniority provided he has held the job classification or has been trained and certified as qualified in the classification within the prior five (5) years. In the event there are no qualified bidders, any employee may apply for any vacancy and will be considered with all other applicants. In the event qualifications and experience are equal, preference will be given to current employees who will be subject to a sixty (60) day probationary period. If the employee fails to complete the probationary period he will be returned to his former position.

Section 6 . Wages

A. Merit Pay: In addition to the wages shown below, employer, solely at its own discretion may upon demonstrated evidence of exemplary performance by an employee, reward such employee performance with merit increase which will apply to that employee and no other. Merit pay will be withdrawn if individual performance drops or if said individual leaves the position for any reason. Employees receiving merit pay shall receive all wage increases specified in this Agreement.

B. Hourly Wage Rates: All employees shall receive the hourly wage shown below.

Job Classifications	(3.5%) 5/1/10	(3.5%) 5/1/11	(3.5%) 5/1/12
Mail/Supply Hazmat Specialist	$24.03	$24.87	$25.47
Truck Driver Mover	$24.03	$24.87	$25.47
Property Specialist	$24.03	$24.87	$25.47
Supply Specialist	$19.44	$20.12	$20.82
Mail/Supply Specialist	$19.44	$20.12	$20.82
Bus Driver	$16.07	$16.63	$17.21
Recycle Processor	$15.97	$16.53	$17.11
Mover Helper	$15.97	$16.53	$17.11
Janitor	$15.91	$16.47	$17.05
Janitor/Cleaning Specialist	$16.76	$17.35	$17.96
Supply Technician	$25.23	$26.11	$27.02

C. Lead: Any employee assigned to the temporary or permanent responsibility of Lead shall receive an hourly pay of ten (10) percent above their classified pay.

D. New Hires: Newly hired employees shall receive the following pay adjustments in their first year of employment: First six (6) months 80%; Second six (6) months 90%; after twelve (12) months, Agreement rates.

E. Paychecks: Tessada paychecks will be issued bi-weekly; paychecks for SCSC will be issued semi-monthly.

F. Disbursements: All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, sick day and vacation accrual, and an itemized list of all deductions made. Each paycheck will show accumulated federal withholdings during the calendar year.

G. Direct Deposit of Paychecks: Employees who do not request otherwise, will have their paychecks deposited directly into their bank account. The parties agree that the Union, and employees receiving checks by mail, will not hold the Employer responsible for delivery errors or delays, and the Union and the employee hereby waive their

respective right to file a grievance with respect to any delay or error in the delivery of paychecks

H. Working in a Higher Paid Classification: In all of the wage schedules of the Agreement, where an employee occupies a position or job, which combines two or more classifications of work, except during training for promotional purpose for a period of up to three (3) months, then the employee shall be paid at the rate of pay called for by the higher paying classification to receive the higher rate for actual hours worked in that classification. The Employer may make temporary appointments, which combine classifications caused by vacations, illness, emergencies, etc. Except for such temporary appointments or layoffs, an employee receiving a higher rate of pay called for by the higher classification minimum as set forth above, shall not have his/her wages decreased during the life of this Agreement.

I. Payroll Errors: Upon an employee reporting a payroll error, in writing, to the Employer, the Employer shall make a good faith effort to correct any such error.

Section 7. Employee Benefits

A. Health Insurance and Dental and Prescription Drug Coverage and Vision care:

1. This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees covered by this Agreement and their dependents.

2. All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund created under the terms of said plan in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage shall be determined by the trustees of said Trust Fund.

    a. Between the first and twentieth day of each month, the Employer shall submit to the Trust Fund a list of all bargaining union employees who have worked 80 hours or more during the preceding calendar month. The list shall indicate the number of hours worked by each employee.

    b. The Employer agrees to contribute $907.58 per month to the General Employees Trust Fund Composite Plan C13 for health coverage for those employees who worked 80 hours or more in the preceding calendar month. Effective after the month of May, 2010, the monthly premium is anticipated to increase by eight percent (8%) to $980.14 per month. The Employer shall make additional annual premium contributions, if required, in the amount necessary to maintain the Employer's 90% share of the total premium and the Employee's 10% share of the total premium for the duration of this Agreement. All notification of premium increases must be received by the Employer by March 30th of each year.

c. The schedule of benefits under Plan C13 is attached to this Agreement.

3. The Employer shall comply with all provisions of the Trust Fund, and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Trust Fund.

4. Employer hereby accepts the terms of that certain Agreement and Declaration of Trust entered into on February 1, 1973, at San Jose, CA 95116, creating the General Employees Trust Fund, and further agrees to become a party to said Agreement and Declaration of Trust. Employer hereby agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

5. If any employee works eighty (80) hours or more in a month, but is not listed by the Employer, the Employer shall be liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had, in fact, been listed. This liability, however, does not in any way relieve the Employer of the obligation to make payments under this Agreement.

6. The Employer and the Union agree that paid sick time, paid holidays, and paid vacation time shall count towards hours worked for purposes of Health & Welfare benefit contributions to the General Employees Trust Fund.

B. Pensions:

1. The Employer agrees to contribute the appropriate sum for each hour worked by employees covered by this Agreement for the purpose of establishing and maintaining a Pension Plan. Paid vacations and paid holidays are considered as hours worked in computing Pension Plan contributions. Pension contributions per hour worked shall be as follows:

All Classifications: 4/1/10 - $1.10 + Supplemental Contribution = $1.210
4/1/11 - $1.10 + Supplemental Contribution = $1.304
4/1/12 - $1.10 + Supplemental Contribution = $1.405

2. The Employer shall make the required payments between the first and tenth of each month for the preceding calendar month's hours worked.

3. The payroll records of the Employer, pertaining only to the employees covered by this Agreement, shall be open for reasonable inspection by a certified public accountant selected by the Union.

4. The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California, October 30, 1953, creating Building Service Employees Pension Fund and accepts the current terms of Building Service Employees Pension Plan. The Employer further agrees to be bound by

all provisions of said trust Indenture and Pension Plan. The Employer authorizes and directs the Union to deposit with the Pension Plan trustees a duplicate original of the current Collective Bargaining Agreement which, when so deposited, shall indicate the employer's acceptance of said indenture and the terms of said Pension Plan, by virtue of the provisions of this Section and in accordance with said Section 3.01 of Article III of said trust Indenture.

Section 8. Holidays

A. Observed Holidays: The following days shall be observed as holidays:

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

The aforementioned holidays shall be observed on the same date as the regular Civil Service Employees at AMES Research Center.

B. Holiday Pay: Employees who are eligible for holiday pay and who do not work on a holiday shall receive that day's pay at their regular rate of pay.

C. Working on a Holiday: Any employee working on a holiday shall be paid at the rate of time and one-half (11/2) in addition to the employee's regular day's pay. If an employee's day off falls on a holiday, he/she shall receive an additional day within two (2) weeks, with full straight time pay.

D. Vacation during a Holiday: If a holiday falls during an employee's vacation period, the holiday will not be charged as a vacation day.

E. Eligible for Holiday Pay: In order to be eligible for the payment of holiday pay, an employee must have worked the scheduled workday before and after the holiday. Only bona fide illness supported by a document from a physician will be the exception in order to get paid for not working before or after the holiday. A part-time employee shall also receive holiday pay, on a prorated basis, if they worked their last scheduled workday before, and their first scheduled workday after the holiday. No employee shall be eligible for holiday pay unless he has been working for a period of at least twenty-two (22) working days.

F. Administrative Day Off: When the Center grants administrative leave (with pay) to its Government employees, employees hereunder should also be released with pay, subject to the Contracting Officer's approval. However, it is recognized that the Employer(s) may be requested to provide sufficient personnel to perform necessary tasks under the terms of their contact as scheduled and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative. Persons working under these conditions shall not receive premium pay.

Section 9. Vacations

A. Accrued Weeks: All employees may accrue two (2) weeks vacation with full pay during each of their first five (5) years of continuous employment; three (3) weeks with full pay annually after completion of five (5) years of continuous employment; four (4) weeks with full pay annually after completion of ten (10) years of continuous employment. Seniority for vacation periods shall be used during the posting period of January. After the posting, it is first come, first served. The Employer reserves the right to limit the number of employees taking vacation at any time based on operational necessity. Vacation time will be accrued on an hourly basis per pay period up to a maximum of 240 hours per employee. . The maximum accrual of 240 hours per employee may be waived for up to six (6) months if vacation request has been denied or delayed due to operational needs or necessity. Accrued vacation may be used as it is earned with the approval of the Employer.

B. Layoff/LOA Impact : Temporary layoffs or leaves of absence due to illness, not to exceed thirty (30) days during any one year shall not interrupt the continuity of such employment, so as not to deprive any employee of his or her vacation rights.

C. Unused Vacation: All earned, but unused, vacation time subject to the accrual limits of Section A, will be paid at the employee's current hourly rate when the employee is terminated or resigns.

D. Returning from Vacation: An employee returning from an authorized vacation shall be placed in his/her former job.

Section 10. Sick Leave

A. Sick Leave Rate: Non Janitors

1. Sick Leave accrues at the rate of eight (8) hours per month. Any earned sick leave shall be applicable to maternity leave. Unused sick leave shall accumulate up to a maximum of one hundred and sixty (160) hours. Sick leave shall be paid at each employee's present wage rate.

2. Sick leave may accrue to twenty (20) days. After ten (10) days are accrued and the employee retains ten (10) or more days, up to sixteen (16) hours of sick leave per year may be used in one hour increments, subject to pre-approval by the Employer. A written doctor's excuse may be required to an absence of three (3) days or more.

B. Sick Leave Rate: Janitors

1. Every employee covered by this Agreement who has been continuously employed by his Employer for a period of at least one (1) year shall thereafter be entitled to seven (7) days, fifty-six (56) straight time hours, sick leave with pay per year based on his net hourly pay. Effective October 1, 2010 and thereafter the employee shall receive eight (8)

days, sixty-four (64) straight time hours, sick leave with pay per year based on his net hourly pay Any earned sick leave shall accumulate up to a maximum of thirty (30) days. The Employer may require a doctor's certificate or other reasonable proof of illness. Such sick leave with pay shall be applicable in cases of bona fide illness, accident, and maternity leave and shall be paid in the following manner.

2. An employee receives pay for their first day of an absence and for every day thereafter until such leave benefits are exhausted. Employees who have accumulated twenty (20) or more days of sick leave shall also be paid for the first day of absence due to illness. The minimum increment of paid sick leave shall be two (2) hours.

3. Sick Leave may be used to care for an immediate family member.

Section 11. Bereavement Leave

A. Time Off: In the event of a death in the immediate family of an employee, other than an employee with less than six (6) months service, he shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and attend time not to exceed three (3) regular scheduled working days. A fourth day is available upon request and proof that the employee is required to travel more than 250 miles (one way) to attend services. This provision does not apply if the death occurs while the employee is on leave of absence or layoff.

B. Immediate Family: For the purpose of this provision, the immediate family shall be restricted to father, stepfather, mother, stepmother, brother, sister, spouse, child, step-child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law and sister-in-law.

C. Authorization: Bereavement leave is only authorized if the employee attends the funeral, a Memorial Service or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased.

Section 12. Leave of Absence

A. Leave of Absence: An employee with one (1) or more years of continuous service shall be eligible to request an unpaid leave of absence up to a maximum of thirty (30) days in any 12 month period for personal reasons without a break in continuity of seniority. The request of leave of absence must be in writing and the Employer's acceptance must also be in writing. The Employer shall make the ultimate determination as to the total number of employees who will be granted a leave of absence at any one time. When an employee returns to work after completing an authorized leave of absence, he will be reinstated to the same classification and work status where he was employed before his absence. For an employee to be eligible for an unpaid leave of absence, the employee must have exhausted all of his accrued vacation leave benefits.

B. Family Medical Leave (FML): Unpaid Family and Medical Leave will be provided in accordance with applicable Federal and State law.

Section 13. Jury Duty

A. Jury Duty. An employee shall be excused from work on a workday on which the employee performs jury service providing the employee presents documentation from the court and gives prior notification to the Employer. During such excused absences, the Employer shall pay the amount of the difference, up to a maximum of eighty (80) hours, between jury fees and the normal wages earned during a regular workday, exclusive of reimbursable travel expenses. Eligibility for all employees shall be one (1) year from the employee's date of service.

B. Payment. No such payment will be made to an employee excused for jury services unless a statement is provided to the Employer showing amount of fees paid or payable and time spent in jury service.

C. Excused Early. An employee excused from jury duty after less than a substantial part of a workday (not later than 1:00 p.m.) shall return to work for the duration of that day. Failure to return to work in such circumstances without Employer consent will result in a loss in wages for the period in question. The Employer may at its discretion excuse said employee in cases where such a mandatory return would impose a hardship.

Section 14. Discipline and Discharge

A. Discipline: No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and Union Representative or the Steward.

B. Steps: Discipline may consist of up to four steps depending upon the seriousness of the offense.

1. Documented verbal warning
2. First written warning
3. Suspension without pay and/or final warning
4. Termination

C. The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved. After nine (9) months the highest step of discipline will not be used for further discipline.

Section 15. Grievance and Arbitration

A. Disputes. Any claim or dispute raised by any unit employee concerning the interpretation or application of this Agreement shall first be discussed with his immediate supervisor; provided however this discussion may be by telephone if the employee is unable to report to work or is not allowed to enter the NASA/Ames facility. All such

disputes must be presented within five (5) business days (i.e., excluding weekends and recognized holidays) after the event which gave rise to the dispute. If the matter is not thereby resolved the SEIU may file a formal grievance in writing within ten (10) days of the informal meeting provided above, provided however that in the event of a contract interpretation issue affecting the entire bargaining unit, the Union may initiate the grievance at Step 2 below. The written grievance must set forth with specificity the factual basis of the grievance, the specific section of the Agreement allegedly violated and the remedy requested.

Step 1: The Union representative shall, within ten (10) business days of filing a written grievance, hold a meeting with the Supervisor to discuss the grievance. The Supervisor shall render a decision.

Step 2. If the grievance is not resolved the SEIU Representative and the Grievant shall, within ten (10) business days after the Step 1 meeting, discuss the grievance with the Project Manager (or his designee). If the grievance is not resolved at Step 1, the Union may appeal it to arbitration as provided herein.

B. Request for Arbitration. If the matter is not settled pursuant to paragraph A, within ten (10) days of the conclusion of Step 2, the SEIU shall provide written notice to the Employer of its intention to submit the grievance to arbitration. The formal request for arbitration must be mailed to the Federal Mediation and Conciliation Service ("FMCS") within twenty (20) days of the written notice of intent to take a grievance to arbitration.

C. Panel. The Union may request the FMCS to submit a panel of five (5) arbitrators and the impartial arbitrator shall then be selected by alternate striking. A second panel may be requested by either party. The compensation and expenses of such arbitrator shall be paid by the Employer and the SEIU in equal share. The Employer and the Union shall also share the expense of providing a neutral location of the arbitration, if necessary. All other expenses of such arbitration shall be paid by the party incurring the same.

D. Arbitrator Decision. The arbitrator shall not be empowered in any way to change, modify, add to or subtract from the provision of this Agreement. Any settlement arrived at in accordance with the provisions of the above paragraphs, or the decision of the arbitrator made pursuant to the provisions of the above paragraphs, shall be final and binding upon all parties to such matter.

E. Time Limitations. No aggrieved party shall have any right to invoke the grievance procedure except as provided above, nor the arbitration procedure except as provided above. In this regard, the time limitations set forth above are intended to be strict statutes of limitation and any grievance and/or request for arbitration shall be null and void unless brought within the time periods set forth above. In the event a time limit within the steps (paragraph A and B) are not met by the SEIU the grievance will be considered to have been dropped. If a time limit is not met by the Employer, the grievance will be treated as having been denied and the SEIU may proceed to the next step.

Section 16. Union Visitations

The Union Representative shall be allowed to make site visitations for the purpose of ascertaining whether or not this agreement is being observed. The Union Representative shall notify the site manager prior to said visit for any necessary clearances or escort. The Union Representative shall not interfere with the normal course of work.

Section 17. Bulletin Board and Shop Steward

The Employer shall provide a bulletin board at a place in the site office or headquarters that will be accessible to all employees at all times. Space shall be provided on said bulletin board for the purpose of posting notices of official business of the union. The Employer agrees that the Union shall be permitted to maintain a Chief Shop Steward and one Assistant Shop Steward on the job. The Chief Shop Steward or the Assistant Shop Steward shall be allowed reasonable time to process grievances. The employer shall, upon the request of an employee, allow a Shop Steward to be present in disciplinary meetings or investigations.

Section 18. Voluntary Contribution for Committee on Political Education

Payroll Deduction. If an employee voluntarily signs a check off form, as set forth in Appendix "A" which is authorized by the Union, the dollars per month shall be deducted from his total hourly earnings for that pay period and shall be transmitted to the SEIU Committee on Political Education. It is expressly understood that this voluntary contribution is not a condition of employment.

Section 19. No Strike --No Lockout

A. No Strike: For the duration of this agreement the SEIU, its officers, agents, representatives and employee/members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, interruption of work at any of the Employer's operations. The foregoing does not prohibit the Union from engaging in picketing outside government property as permitted by law.

B. No Lockout: For the duration of this Agreement the employer shall not lockout its employees.

Section 20. No Reductions

No employee shall suffer a reduction in wages and/or benefits as a result of this agreement.

Section 21. Subordination Clause

In the event any authorized Government agency or court of component jurisdiction determines the wages and fringe benefits contained in this Agreement are improper, the Employer shall be obligated to pay only the wages and fringe benefits specified in the appropriate wage determination.

Section 22. Joint Labor-Management Committee

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality and open communication. Therefore, the parties hereto agree to Establish a Joint Labor-Management Committee. The Committee shall meet once a month unless waived by mutual agreement, to discuss mutual concerns; provided that this shall not either expressly or implicitly result in any obligation to reopen any of the terms of Agreement or otherwise to bargain with respect to any particular subject. The committee shall consist of the Union's representative and Union Shop Steward, and the Employer's Project Manager and one additional Employer representative as may be designated.

Section 23. Successorship

This Agreement shall be binding upon the parties hereto or any corporate entity representing the Employer performing the Logistics Support Services contract at Moffett Field, Ames Research Center, on TESSADA Contract NNA04CI13C. Unless agreed by the union in advance, the Employer shall not assign or use any leasing device to a third party to evade this Agreement or any part thereof.

Section 24. Entire Agreement

The Union agrees this Agreement is intended to cover all matters affecting wages hours and other terms and all conditions of employment. The Employer is not bound by any past practices of the prior Employer.

Section 25. Duration of Agreement

This Agreement shall become effective as of April 1, 2010 and shall remain in full force and effect through March 31, 2013, and shall be renewed from year to year thereafter, provided, however, that either party may notify the other in writing of its desire to modify this Agreement, such notice to be submitted sixty (60) days prior to March 31, 2013, or sixty days prior to March 31 of any subsequent year.

In Witness Whereof, the parties hereto have executed this Agreement on the dates set forth below, with full right, power and authority to do so, to be effective as of the date specified in Section 25.

Date: March 6, 2010

Tessada & Associates, Inc.

By: Linda A. Ortiz

Title: Linda A. Ortiz
Director of Contracts

By: _____

Title: _____

By: _____

Title: _____

Scientific & Commercial Systems Corp.

By: [illegible]

Title: Contracts Mgr.

By: _____

Title: _____

By: _____

Title: _____

Service Employees International Union (SEIU), Local 1877

By: Timothy L. Brown

Title: Union Representative

By: Jeffrey D Brown

Title: Member

By: Pamm Strickland

Title: Member

By: [illegible]

Title: Member

By: David Miller

Title: Member

By: _____

Title: _____

Appendix "A"

COPE – COMMITTEE ON POLITICAL EDUCATION

Updated form will be sent to the Employer.

Appendix "B"

GENERAL EMPLOYEES TRUST FUND HEALTH AND WELFARE COVERAGE

General Employees Trust Fund Plan C13, as specified in Section of this Agreement, includes the following benefits:

General Employees Trust Fund Plan C13 includes the following schedule of benefits:

Medical Coverage – choice of one:
Kaiser Plan V
ULLICO Plan MP115: $1,000,000 lifetime maximum

Dental Coverage – choice of one:
Delta Dental Plan MP011: $2,000 annual maximum
Pacific Union Dental

Orthodontic Coverage
Delta Dental Plan MP076: $2,500 lifetime maximum

Prescription Drug Coverage – use either or both plans:
ULLICO Plan MP099: no annual maximum
Prescription Solutions Plan B: $2/$2 per prescription

Vision Service Plan

Life and Accidental Death & Dismemberment Insurance: $10,000 benefit

Appendix "C"

NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS

Section 1. COVERAGE

Tessada & Associates, Inc and Scientific and Commercial Systems Corporation (hereinafter each referred to as "Employer") agree to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 3. CONTRIBUTIONS

(a)(1) As of April 1, 2010, the Employer agrees to contribute to the Fund $1.10 per paid hour plus a Supplemental Contribution which equals a total rate of $1.210 per hour for all employees covered by the Agreement in the from the employee's initial date of employment or the effective date of the Collective Bargaining Agreement, whichever is later,

(a)(2) As of April 1, 2011, the Employer agrees to contribute to the Fund $1.10 per paid hour plus a Supplemental Contribution which equals a total rate of $1.304 per hour for all employees covered by the Agreement in the from the employee's initial date of employment or the effective date of the Collective Bargaining Agreement, whichever is later,

(a)(3) As of April 1, 2012, the Employer agrees to contribute to the Fund $1.10 per paid hour plus a Supplemental Contribution which equals a total rate of $1.405 per hour for all employees covered by the Agreement in the from the employee's initial date of employment or the effective date of the Collective Bargaining Agreement, whichever is later,

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

Section 5. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employers:

Linda A. Ortz

EIN: 27-1560186
(Tessada & Associates, Inc.)

M Shipp

EIN: 54-1233443
(Scientific and Commercial Systems Corporation)

For the Union:

Timothy L. Brown