



**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**Knight Protective Services, Inc.**

**And**

**International Union, Security, Police,  
and Fire Professionals of America  
(SPFPA)**

**and its Amalgamated Local 145**

**at the**

**NASA Glenn Research Center  
Cleveland, Ohio**

**NOVEMBER 1, 2009 - OCTOBER 31, 2012**

**AGREEMENT BETWEEN KPS AND SPFPA  
AT  
NASA Glenn Research Center, Cleveland, Ohio,**

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## PREAMBLE

1. This Agreement is entered by and between Knight Protective Service, Inc., hereinafter referred to as the “Company,” at its operations at NASA-Glenn Research Center, Cleveland, Ohio and the International Union, Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local 145, hereinafter referred to as the “Union,” as the sole and exclusive representative for collective bargaining of the employees covered by the Agreement.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

## 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 Union, the Company and all employees covered by this Agreement are bound by and hereby pledge their cooperation in observing all applicable provisions of this Agreement, consistent with applicable State, Local and Federal Laws.
- 1.3 This Agreement shall be binding upon the parties hereto and their successors and assigns.

## Article 2

### RECOGNITION AND SCOPE OF THE AGREEMENT

- 2.1 The Company recognizes the Union as the exclusive collective bargaining representative for all guards employed by the Company at its Glenn Research Center, NASA, Cleveland, Ohio, excluding the payroll clerk, sergeants, office clerical employees, professional employees and supervisors as defined in the NLRA, as amended.

- 2.2 The Company shall not be obligated to recognize the Union as the exclusive bargaining representative for employees at any location other than the Glenn Research Center, as described in this Article.
- 2.3 Probationary Employees Newly hired or rehired 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 the discipline and discharge and the grievance and arbitration provisions of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

### **Article 3**

#### **NON-DISCRIMINATION**

- 3.1 In accordance with the Company's established policy, the Company and Union agree that there shall be no discrimination by the Company or the Union against employees because of race, color, creed, religion, national origin, sex, age, disability, or any other basis prohibited by law, nor because of their involvement in or refraining from participating in Union activities.

### **Article 4**

#### **NO STRIKE AND NO LOCKOUT**

- 4.1 The Company agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents, covered by this Agreement, will, during the term of this Agreement, cause, permit, or take part in any strike, work stoppage, slowdown or sick-out including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Company's place or places of business. The Union and the Company agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at the NASA-Glenn Research Center.
- 4.2 The Union agrees that it will not assist any employee participating in any such actions prohibited by Article 4.1. The Union further agrees that disciplinary action taken by the

Company against an employee for participating in any such actions prohibited by Article 4.1 shall be final and binding and shall not be subject to the grievance and arbitration procedure of this Agreement.

## Article 5

### GOVERNMENT ACTION

- 5.1 The Union agrees to cooperate with the Company in all matters required by the Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities which the Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. However, whenever such action affects a term or condition of employment, the Company will attempt to notify the Union as soon as possible and, upon request, bargain with the Union concerning the effects of that action.
- 5.2 If the Contracting Officer or other responsible official of the agency directs in writing that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the arbitration procedures of this Agreement (but shall be subject to the grievance procedures). In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident.
- 5.3 The Union recognizes that the Company has certain obligations in its contract with its client pertaining to security 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 any 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 information or material, the Union will not contest the discharge of such employee by the Company.

## Article 6

### MANAGEMENT RIGHTS

- 6.1 The Management of the Company retains the exclusive rights to manage its operations; to direct, control and schedule its operations and work force and to make any and all decisions affecting the operation, whether or not specifically mentioned herein. Such prerogative shall include, but not be limited to, the sole and exclusive rights to: hire,

promote, lay off, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment of a security nature; determine the methods, procedures, materials and operations, in whole or in part and to discontinue their performance by employees of the Company; transfer or relocate any or all of the operations, in whole or in part at any time; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue, reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force, introduce new and improved methods or facilities regardless whether or not such may cause a reduction in the work force; establish, change, combine or abolish job classifications; determine reasonable work pace, work performance levels and standards of performance of the employees and in all respects carry out in addition the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

- 6.2 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 Union. Any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

## Article 7

### DISCIPLINE AND DISCHARGE

- 7.1 No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:
- A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR 101-20.3.
  - B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a major penalty against the Company by the government), insubordination, including deliberate failure to carry out assigned tasks,

conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provision of their care provided that such activities have been approved by the employee's supervisor. Long distance telephone calls shall not be made at government expense.

- C. Falsification or concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- D. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- E. Theft, vandalism, or criminal actions.
- F. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy set forth in this Agreement.
- G. Improper use of official authority or credentials.
- H. Unauthorized use of communications equipment or Government property.
- I. Misuse of weapon(s) or possession of private firearms on the job.
- J. Violation of Government security procedures or regulations.
- K. Unauthorized post abandonment that would jeopardize the safety or security of personnel or facility.
- L. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- M. Falsification of time records.
- N. Deliberate or grossly negligent conduct causing monetary penalties or invoice deductions to the Company.
- O. Any other offense of a character equally serious as those above, provided that an arbitrator shall have the authority to determine whether such offense is of a character equally serious as those above.

Disciplinary actions shall cease to have force and effect upon the completion of a twenty-four (24) month period following the effective date of such disciplinary action providing there is not intervening disciplinary action taken during that time period.

- 7.2 An employee who must cancel work must provide the Company with the maximum notice possible. It shall constitute an offense for an employee to cancel work without providing the Company with a minimum of six (6) hours notice, or where six (6) hours notice is not possible due to documented emergency or other unforeseen circumstances, as much advance notice as reasonably possible. Discipline for such offense shall be as follows:
- A. With respect to the first cancellation without proper notice within a 12-month period, a written reprimand shall be given.
  - B. With respect to the second cancellation within a 12-month period, the employee may be suspended for a period of three (3) to five (5) days.
  - C. Upon the occurrence of the third cancellation without proper notice within a 12-month period, the employee may be terminated.
- 7.3 Any investigator interview between an employee and Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward, if such officer or shop steward is reasonably available. After disciplinary action has been taken by the Company, either the affected employee or an authorized Union officer or steward may request a meeting with a Company representative at a mutually convenient time. The Company's failure to comply with this Article 7.3 shall not itself affect the discipline imposed.

## Article 8

### ADJUSTMENT OF GRIEVANCES

- 8.1 A grievance shall mean a disagreement or dispute raised by the Union or an employee which arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement. The procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted by the Union or any employee. A grievance shall be resolved in the following manner:

Step 1: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's Program Manager within five (5) working days of its

occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The Program Manager shall respond in writing to the grievance within five (5) days.

Step 2: If the grievance is not settled at Step 1 or if the Program Manager does not respond within five (5) working days of the Step 1 notice, the employee and/or his or her Union representative shall, within five (5) working days of the date the Program Manager responded or the date on which the Program Manager should have responded, whichever is sooner, submit the grievance in writing to the Company's Vice President or his/her designee. The Company's Vice President shall respond to the grievance within five (5) working days of receipt of the grievance.

Step 3: If the grievance is not settled at Step 2 or if the Vice President does not respond within five (5) working days, the Union shall, within five (5) working days of receipt of the Project Manager's response in Step 2, or the date when the Vice President's response was due, present the grievance in writing to the Company's President or his/her designee. The Company's President or his/her designee shall respond in writing to the grievance within five (5) days. Grievances affecting a class or classes of employees may be initiated by the Union at Step 3.

Step 4: If, after receipt of the President's response, the grievance is not settled at Step 3, the Union may, within seven (7) working days after the receipt of the President's response in Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company within seven (7) working days after the Union receives the Company's Step 3 answer. Such notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Company with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel or panels provided by the Federal Mediation and Conciliation Service.

8.2 The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs. The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

8.3 The Arbitrator shall have no authority to alter, amend, or add to the Agreement.

8.4 None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing.

8.5 All fees and expenses of the Arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing

Party shall pay such charge unless such postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the Parties. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties. In the event that a transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the transcript unless the parties agree to the sharing of the expense.

- 8.6 An employee shall be permitted to have a Union representative at each step of the grievance procedure.

## Article 9

### UNION REPRESENTATIVES

- 9.1 The Union shall designate no more than one (1) Steward per shift and one (1) alternate to serve in the absence of the Steward. The Union shall notify the Company in writing of the selection of Stewards within ten (10) days of such selection.
- 9.2 Stewards and Union 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 Union officers may not interview any employee or otherwise conduct Union-related business with any employee while such employee is on duty, nor shall any employee conduct Union-related business while on duty without permission. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business. Employees who violate this Section will be subject to disciplinary action.
- 9.3 Subject to Government approval, the Company will provide bulletin board space for the Union upon which Union representatives may post notices pertaining to business of the Union. A copy of all notices posted on the bulletin board shall be approved by the Company prior to posting.
- 9.4 The Company will be notified by the Union as to who is serving as officers/trustees of the Union.
- 9.5 The Local Union President and/or his designee and/or the International Vice President may represent the Union at any stage of the grievance process.

## Article 10

### UNION SECURITY AND CHECK-OFF

- 10.1 All security officer's thereafter, employed by the employer in the classification covered by this agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.
- 10.2 An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30<sup>th</sup>) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement. The Company shall be granted an additional fifteen (15) day grace period to send dues to the Union should it deem necessary.
- 10.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).
- 10.4 In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the employer and the officer, and the employer will not be required to discharge that officer.
- 10.5 Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.
- 10.6 The employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the employer to do so on a properly executed payroll deduction card. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments.

Funds deducted shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and the employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The employer will provide to the International quarterly reports, which will include officer's name, address, city, state, zip code and current wage rates.

- 10.7 The Union agrees it will promptly furnish to the employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.
- 10.8 The Union agrees to indemnify the employer against any loss or claim, which may arise as a result of the employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the employer any erroneous or improper overpayment made to it.
- 10.9 Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.
- 10.10 In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

## Article 11

### SENIORITY

- 11.1 Seniority under this Agreement shall commence with the date of employment of the individual in the bargaining unit. During the first ninety (90) calendar days of employment, an employee shall be regarded as a probationary employee and shall have no seniority rights.
- 11.2 Seniority shall be the determining factor in matters affecting layoff and recall within the unit, provided that the Company deems the employee qualified.
- 11.3 Shift assignments and available days off for the particular shift will be based on seniority whenever reasonably practicable to do so and consistent with operational requirements.
- 11.4 In case of recall, employees who have been laid off shall be notified, at their last known address, in order of Company seniority to report to work. The notice will be by certified mail, return receipt, or other means showing receipt, addressed to the employee's

address last recorded on the Company's personnel records. In the event a former employee so notified fails to respond to the notice within five (5) working days or refuses such offer, the employee will be deemed to have voluntarily quit even if the notice is returned as undeliverable. If the employee fails to report within seven (7) working days of his/her response, he/she shall be deemed to have voluntarily quit. An employee who has voluntarily quit or otherwise been terminated has no right of recall. However, if an employee is prevented from reporting because of sickness or emergency involving himself or immediate family, or other legitimate reason, and so notified the Company within the five (5) day period, he may, at the sole discretion of the Company, be allowed an additional ten (10) days in which to return to work. It will be the responsibility of the laid-off employee to keep the Company notified of any change of address.

- 11.5 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.
- 11.6 The Company agrees to prepare seniority lists covering employees covered by this Agreement, a copy of which will be furnished to the Union upon request and a copy posted on the bulletin board for employees to check.
- 11.7 Employees may lose their seniority standing for any of the following reasons:
  - A. Resignation
  - B. Discharge for cause
  - C. Absence of three (3) consecutive working days without notice to the Company
  - C. Exceeding a leave of absence
  - D. Giving a false reason for obtaining a leave of absence
  - E. Accepting employment while on leave of absence unless agreed to by the Company in writing
  - F. Failure to be recalled for employment, one (1) year from layoff date.
- 11.8 For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers.
- 11.9 When a position becomes vacant, the job opening will be posted on the bulletin board for a period of not less than seventy-two (72) hours before the position is permanently assigned, so that employees may bid for position. Where the Company deems all other factors equal, it will give preference to the bidder with the most seniority.

- 11.10 The Company reserves the right to promote personnel who, in the Company's sole judgment, will best serve and fulfill its requirements and standards. If an employee who has been promoted is determined by the Company, within ninety (90) days of this promotion, to fail to satisfactorily fulfill the requirements of the new position, the employee may be transferred to the original or a similar position. The employee will retain the level of seniority held at the time of the promotion.

## Article 12

### HOURS OF WORK

- 12.1 The normal workweek shall commence at 0600 hours on Sunday and end one hundred sixty-eight (168) hours thereafter. The normal workday shall consist of twenty-four (24) hours beginning at 0600 hours. An employee workday shall consist of eight (8) consecutive hours.
- 12.2 Changes in the hours of work may be made whenever deemed necessary by the Company or by the government. To the extent possible, the Company will use its best efforts to provide at least forty-eight (48) hours notice in advance of such changes.
- 12.3 The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable. Such days off shall, insofar as is practicable, be rotated among the employees in the unit to distribute weekend days off to all employees who desire them.
- 12.4 Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week and nothing contained in this Agreement shall be construed as a limitation upon the Company's right to schedule more or fewer hours of work per day or per week as the operations of the business require.
- 12.5 In the event an employee reports to work on his regular shift as scheduled without having been previously notified not to report or is called in to work and the requirement is deleted, or is called in to work after the completion of his scheduled work hours and/or after the completion of any overtime work, he/she shall be given a minimum of four (4) hours of work (or training) or pay in lieu thereof. This Article 12.5 does not apply to working hours prior to or subsequent to a shift in continuation of that shift.

## **Article 13**

### **PART-TIME EMPLOYEES**

- 13.1 A part-time employee is defined as one who is regularly scheduled to work less than forty (40) hours within a work week. Part-time employees shall be used to work scheduled requirements only when the requirement results from the absence of a regularly scheduled employee, when the work requirements do not call for a full-time employee or for the purpose of meeting temporary work requirements.
- 13.2 Part-time employees shall have no seniority under this Agreement with the exception however that they will have seniority amongst part-time employees. Full-time employees, after completing the probationary period who are thereafter voluntarily placed on part-time work, will retain their full-time seniority; however, they shall not accumulate full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority roster to which their full-time seniority entitles them.
- 13.3 Part-time employees are entitled to receive pro-rated vacation/holiday pay (based on hours worked) and \$5,000 of term life insurance. Part-time employees are not entitled to receive any other fringe benefits.
- 13.4 When a full-time position becomes available, that position will be offered to any part-time employees who the Company deems qualified. Where the Company deems qualifications and all other considerations equal, it will give preference to the employee with greater seniority. Any part-time employee who becomes a full-time employee shall be placed on the seniority roster for full-time employees on the date he is termed a full-time employee, provided he has completed the ninety (90) day probationary period.
- 13.5 During the duration of this Agreement, the part time workforce shall not be more than 15% of the overall total workforce.

## **Article 14**

### **GENERAL WAGE PROVISIONS**

- 14.1 All employees shall receive not less than the minimum wage rates as set forth in Appendix A attached hereto.
- 14.2 If a full-time employee is called in short notice prior to or after a shift has started and the employee arrives in a reasonable time for an eight (8) hour shift, the employee will be

compensated the full eight (8) hour shift. A reasonable period of time will be considered one (1) hour from the time the employee is notified. Weather and travel time will be taken under consideration. If the employee is not satisfied with the supervisor's determination then it will be evaluated by the Program Manager. If an employee is called in after one and one half (1 ½) hours into a shift, they will be compensated from the time he/she was notified if he/she arrives within a one (1) hour period of notification.

- 14.3 All Guards shall receive a paid 15-minute shift overlap to procure weapons, exchange information, inspect vehicles and to travel to and from positions and postings. This shall be paid at the premium rate.

## **Article 15**

### **OVERTIME**

- 15.1 No overtime work shall be required or permitted except by direction of the proper supervisory personnel of the Company.
- 15.2 The Company shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post. Whenever practical, the Company will attempt to provide two (2) hours notice to employees on duty that they will be required to work overtime.
- 15.3 Overtime pay will be paid at one and one-half (1 and 1/2) times the employee's basic hourly straight time rate only for hours worked in excess of eight (8) in a workday or in excess of forty (40) hours in a workweek, whichever is greater, but such overtime compensation shall not be paid when such hours result from a regular shift change, when the employee's shift or schedule is changed at his/her request or from training.
- 15.4 Only hours actually worked shall be recognized in determining eligibility for overtime pay. The payment of overtime pay for any hour of work excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium is due under this Agreement, only the higher premium shall apply.
- 15.5 It is understood that when overtime work is necessary it will be equally divided among qualified employees covered by this Agreement as is reasonably possible. For purposes of equalization of overtime, overtime work offered an employee whether worked or not shall be considered as overtime worked for equalization purposes. An overtime record shall be maintained by the Company showing overtime hours worked or refused by employees and made available to the employees on their request, posted in a prominent location available to all employees. A copy of the open position fill worksheet will be provided to the Lead Committeeman. The overtime record shall be updated the first day

of each work week. Employees shall be called for overtime in the order of least overtime worked to the most overtime worked. In the case of multiple employees having equal hours worked, the most senior employee shall be called first. On the first day of each quarterly rotation of days off, the overtime call list will be set back to zero hours worked. Probationary employees will be added to the bottom of the overtime list to be most distant from the employee next in line of overtime work opportunity. Any employee may be required to work reasonable amounts of overtime.

## **Article 16**

### **HOLIDAYS**

16.1 All full-time employees will be paid their regular straight time hourly rate for eight (8) hours for each of the following holidays on which they are not required to work:

New Years Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Easter Sunday
Labor Day	

When any of the above falls on a Saturday or Sunday, the holidays will be observed on the same day that it is observed by NASA. The appropriate premium pay will be paid to those who work the observed holiday.

16.2 In addition to the holidays listed above any other day designated by Federal Statute, Executive Order or Presidential Proclamation as a holiday or a day off with pay for Federal employees, and which is observed by NASA Glenn, will be considered a paid holiday, provided the Company is reimbursed by the government and receives documentation confirming reimbursement. Employees will be paid once the Company is reimbursed by the government.

16.3 Any employee required to work on Christmas Day or Labor Day will receive double time for all hours worked, in addition to holiday pay. Employees required to work on any other holiday will be paid time and one half for all hours worked in addition to holiday pay.

16.4 In order to be eligible for holiday pay, a full-time employee must have been employed thirty-one (31) calendar days and must work the last scheduled workday preceding and the first scheduled workday following the holiday, unless his absence is excused by the Company.

- 16.5 An employee eligible to receive holiday pay who is scheduled to work on a holiday and who after being assigned, refuses or fails to report to work without reasonable cause, shall not receive holiday pay and shall be subject to such disciplinary action as is appropriate under the circumstances.
- 16.6 If a holiday falls on an employee's vacation, then he shall receive, depending upon business conditions either holiday pay, or in lieu thereof, the holiday will be added to his vacation period so as to allow the employee an additional day of vacation. The Company shall advise the employee in advance of their decision.
- 16.7 Holiday pay shall not be used for the purpose of computing overtime.

**Article 17**

**VACATION**

Vacation eligibility shall be computed and paid as of the employee's anniversary date of continuous employment within the bargaining unit at NASA-Glenn on the following schedule:

<u>Continuous Completed Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>	<u>Maximum Accrual</u>
<u>1-4 Year</u>	2 Weeks	80 Hours	200 Hours
<u>5-9 Years</u>	3 Weeks	120 Hours	240 Hours
<u>10-19 Years</u>	4 Weeks	160 Hours	240 Hours
<u>20 or more Years</u>	5 Weeks	200 Hours	240 Hours

- 17.1 Vacation pay will be at the employee's straight time hourly rate including shift differential, if any.
- 17.2 To be eligible as a matter of right to any vacation mentioned in Article 17 above, all employees hired after 1 July, 1989, must have six (6) months continuous service with the Company.
- 17.3 Each full-time employee who has completed his probationary period shall be entitled to paid vacation as follows:
  - A. Upon completion of six (6) months of company service employees will be entitled to five (5) days (one week) of vacation.

- B. Upon completion of one (1) year of company service, five additional days (one) week of vacation.
- C. Two (2) weeks of vacation following each subsequent year of employment with the company up to and including four (4) years.
- D. Fifteen (15) days (three (3) weeks) of vacation following each year of service after four (4) years of employment with the Company.
- E. Twenty (20) days (four (4) weeks) of vacation following each year of service after nine (9) years of employment with the Company.
- F. Twenty five (25) days (five (5) weeks) of vacation following each year of service after nineteen (19) years of employment with the Company.

17.4 The vacation credit shall accrue as follows:

- A. During the first (1<sup>st</sup>) year of employment and during each subsequent year thereafter, through and including the fourth (4<sup>th</sup>) year, an employee shall accrue one and fifty-four hundredths (1.54) hours of vacation credit per week for each eligible workweek.
- B. Starting the five (5<sup>th</sup>) year and during each subsequent year thereafter through and including the ninth (9<sup>th</sup>) year, an employee shall accrue two and thirty-one hundredths (2.31) hours of vacation credits per week for each eligible workweek.
- C. Starting the tenth (10<sup>th</sup>) year and during each subsequent year, an employee shall accrue three and eight hundredths (3.08) hours of vacation credits per week for each eligible workweek thereafter through and including the nineteenth (19<sup>th</sup>) year.
- D. Starting the twentieth (20<sup>th</sup>) year and each subsequent year an employee shall accrue three and eighty-five hundredths (3.85) hours of vacation credit per week for each eligible workweek.

17.5 For purposes of accruing vacation credit, an eligible workweek shall be defined as a workweek during which an employee works no less than one (1) full workday, or is on vacation or other paid leave, except as limited below.

17.6 Eligible employees shall continue to accrue appropriate vacation credits during absence compensated under the Company's weekly indemnity insurance program.

- 17.7 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation, inclusive of all premiums, and shall be limited to those credits the employee has earned on the date of eligibility for such vacation.
- 17.8 Vacation preference shall be submitted to the Company for approval at least (2) weeks time prior to the time vacation is sought and, although the most senior employee's vacation preference will be given weight whenever possible, the time when each employee takes his vacation shall be determined by the Company.
- 17.9 Employees who are eligible for two (2) weeks or more vacation may elect to split their vacations. However, only the first week of such split vacation shall be eligible for scheduling under seniority preference.
- 17.10 Part-time employees will earn vacation on a pro-rata basis.

## **Article 18**

### **LEAVES OF ABSENCE**

- 18.1 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 three (3) employees at a time to attend Union conventions or conferences, without loss of seniority right.
- 18.2 The Company will grant Union leaves of absence without pay to employees upon written request of the International Union not to exceed one (1) year, without loss of seniority or benefits. The Company may limit such leave to two (2) employees at any one time.
- 18.3 An employee who is a member of the military or reserve will be granted all leave and other rights provided by law.
- 18.4 The Company may, in its sole discretion, grant an employee a leave of absence for compelling personal reasons, on terms determined by the Company.
- 18.5 The Company provides family and medical leave pursuant to the Family and Medical Leave Act of 1993, and in accordance with the policies and procedures set forth in the Company's Family and Medical Leave Policy.

## **Article 19**

### **FUNERAL LEAVE AND JURY DUTY**

- 19.1 In the event of a death in the immediate family of an employee, the employee will be granted four (4) workdays' emergency leave with pay for the purpose of attending the funeral. For the purpose of this Article, the immediate family shall be defined as the father, mother, sister, brother, father-in-law, mother-in-law, step-parents, spouse, children of the employee, brother-in-law, sister-in-law, and grandparents. Before granting such emergency leave, the Company may require the employee to substantiate the need for the leave.
- 19.2 Employees, other than probationary employees, subpoenaed for jury duty shall be compensated at their regular rate including appropriate premiums for eight (8) hours' pay for each scheduled work shift during which they served on jury duty, less any compensations received from the court as pay for jury duty. Employees shall be required to produce evidence that they were called and required to serve on a jury within twenty-four hours of notification.

## **Article 20**

### **SICK/PERSONAL LEAVE**

- 20.1 Employees' at the beginning of each calendar year will receive 56 hours of sick leave and 24 hours of personal leave. Probationary employees will receive their sick and personal leave on a pro-rated basis. Personal and sick leave is interchangeable; therefore personal leave will not be used to compute overtime. Unused sick and personal leave will be paid with a separate check not later than December 31<sup>st</sup> of each year.
- 20.2 Any employee absent from work due to illness shall receive sick leave pay for which he/she is eligible hereunder at the straight-time hourly rate, inclusive of all premiums, for the number of hours of work scheduled. Employees may use sick leave for personal business if has been prescheduled and approved by his/her supervisor.
- 20.3 Any benefits paid under a sickness, accident or disability insurance policy carried by the Company will be credited against the Company's obligations under this Article and will reduce the employee's accrued sick pay.
- 20.4 An employee who will be absent due to illness or injury must provide the Company with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so will result in disciplinary action and in the denial of sick pay.
- 20.5 An employee who is absent due to illness or injury for three consecutive work days (regardless of whether the employee seeks sick 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 and third opinion by a physician designated by the Company, if necessary (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.

- 20.6 Where an employee takes leave pursuant to the Company's Family & Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that Policy.

#### **Article 21**

#### **EMPLOYEE LIFE, HEALTH AND WELFARE AND DISABILITY BENEFITS**

- 21.1 The Company will provide to each employee the health and welfare and disability benefits set forth in Appendix B to this Agreement.

#### **Article 22**

#### **UNIFORM AND UNIFORM ALLOWANCE**

- 22.1 Uniform and equipment considered necessary by the Company will be furnished by the Company at no cost to the employee.
- 22.2 Employees shall maintain such uniforms and equipment in accordance with Company standards.
- 22.3 Each full-time employee will receive a \$125.00 shoe allowance. Shoe allowances will be given on the last pay period in January. Employees are requested to submit a receipt of purchases to their supervisor within the following twelve (12) months from issuance. Failure to do so will result in a loss of allowance the following year. If the shoes purchased cost exceed the shoe allowance for a given year, the employee will pay the difference. The shoes must be the type specified by the Company and they must be maintained in good condition.

- 22.4 Uniforms and equipment issued by the Company are to be worn and/or used by employees only in the performance of their assigned duties of NASA-Glenn. The wearing and/or use of Company issued uniforms and equipment in the course of any other employment of activity will be cause for termination of employment.
- 22.5 The Company will provide designated equipment as required by the contract or determined to be needed by Company management. The type and style of equipment is at the discretion consistent with the contract Replacement of issued equipment for fair wear and tear will be at no cost to the employee.
- 22.6 The Company shall provide a uniform cleaning service on a daily basis.

### **Article 23**

#### **GENERAL**

- 23.1 It is recognized and acknowledged that 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 that all employees will act in a highly professional, courteous manner and will be held responsible and accountable for their duties, functions and job requirements. Deviation from or failure to meet this standard will result in disciplinary action.
- 23.2 If any Article or Section of this Agreement or any Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Company and the Union agree to enter into collective bargaining negotiations, upon the request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.
- 23.3 Supervisory employees will not normally perform the duties of employees in the bargaining unit except under the following conditions:
- A. When emergency conditions occur.
  - B. When an employee fails to report to work and other qualified employees are not readily available.

- C. To instruct a new employee on a post or area/building patrol assignment.
  - D. Where a qualified employee is not readily available for any other reason.
  - E. Where the supervisor performs unit work requiring specialized skills, qualifications or training for which a qualified employee is not readily available.
  - F. Formal training for new employees will be conducted by the Training Lieutenant or Supervisor as appropriate.
- 23.4 **Liability Insurance.** According to the Revised Code of Ohio Uninsured and Underinsured Motorist Coverage Law it is required that each and every employee working and/or living in the state of Ohio provide proof of personal automobile liability insurance coverage with limits of liability no less than \$45,000 for each occurrence with the right to increase or decrease this number based on any changes made to the bill or amendment.
- Based on this law, the Company is requiring that all employees have and maintain a liability policy of no less than \$45,000. All current employees on August 1, 2001, are to provide proof of current active policies and all new hires are required to submit proof of liability policies prior to employment. This requirement will remain in force until otherwise noted.
- 23.5 **Accidents with Company Vehicles.** Any employee having an accident with a Company vehicle is required to report it immediately, complete an incident report and notify Corporate Headquarters. Disciplinary action may be taken if appropriate. The employee's driving privileges of Company vehicles may be suspended until the investigation is complete. Upon the completion, if the investigation shows gross negligence on the part of the employee, the employee is responsible for the \$500 deductible that is stipulated in the Company's auto policies.
- 23.6 It is the employee's responsibility to provide the Company with thirty (30) days written notice prior to the expiration of any permits, clearances or other qualifications required by the State of Ohio or the federal government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances. Forms for the reporting of such information will be available from the Company.

## Article 24

### VOLUNTARY QUILTS

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

- A. The employee accepts employment in a management or supervisory capacity with a competitor of the Company at the same time while he or she is employed by the Company, or otherwise fails to report for duty as scheduled by the Company, while simultaneously remaining an employee of a competitor of the Company.
- B. The employee fails to report for work within three (3) days after the expiration of a leave of absence without a telephone call or other explanation.
- C. An employee who takes medical leave fails to notify the Company that he/she is able to return to work within three (3) days after he/she is medically able to return to work.
- D. The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Company, except where failure to so communicate is the result of emergency circumstances.
- E. The employee fails to respond within five (5) days of the Company sending a certified notice of recall.

## Article 25

### TRAINING AND REQUALIFICATION

- 25.1 The Company agrees to pay employees who are required to re-qualify with a weapon on a firing range for up to four (4) hours at the employee's normal hourly rate of pay if they are scheduled for training on a regular day off.
- 25.2 The Company shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Company shall afford to employees the opportunity to have at least one practice session prior to any formal requalification test. Time spend practicing to qualify will not be paid for by the Company. All qualification and requalification procedures shall be conducted in accordance with NASA guidelines and procedures. Subject to NASA guidelines and procedures, the employee shall be given at least three (3) opportunities to qualify, at least one of which must be prior to the expiration of his or her permit. If the employee is unable to re-qualify prior to the expiration of his or her permit or fails to pass a range qualification test twice before such time, the employee shall be laid off without pay for a maximum of one (1) month. Such employee shall be reinstated after re-qualifying. An employee laid off pursuant to this provision shall not accrue seniority or fringe benefits during his or her period of layoff. If the person does not re-qualify during this suspension period, such action will be considered as a voluntary quit.

- 25.3 If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended. If the employee does not satisfactorily pass his or her physical within the period of time specified above, the employee shall be suspended until such time as the employee is administered the examination. Subject to NASA requirements and rules, the employee shall have two opportunities to pass the physical examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated. Failure to pass or refusal to take an alcohol or drug test shall be treated in accordance with the Company's Alcohol and Drug Policy, as set forth in Article 26.
- 25.4 If an employee does not successfully complete his or her government-required first aid and/or CPR examination prior to the time by which such examination(s) must be taken and passed, the employee shall be laid off as in Section 25.2 above. If the employee does not satisfactorily pass his or her first aid and/or CPR examination within the period of time specified above, the employee shall be placed on lay-off status until such time as the employee is administered the examination(s) and passes same. The employee shall have two opportunities to pass the first aid and/or CPR examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated.
- 25.5 The Company shall provide employees, prior to expiration of their state handgun permit, such forms as are required by the state for the renewal of such permit. Employees are expected to return such forms, including the range qualification form, completed together with any necessary photographs and fingerprint specimens within the (10) days thereafter. The Company shall promptly submit the completed forms, photographs and fingerprint specimens to the appropriate state agency. If the employee does not submit to the Company the completed forms, photographs and fingerprint specimens within the aforementioned period and, as a result of the employee's delay, the employee's permit lapses, the employee shall be suspended without pay until the permit is received. Notwithstanding the foregoing, if the employee fails to provide the completed forms, photographs and fingerprint specimens within thirty (30) days of his/her receipt of the forms from the Company, the employee shall be deemed to have quit voluntarily.
- 25.6 If an employee leaves his or her employment with the Company before one year, the employee agrees to repay any training he or she received via an authorized payroll deduction. This Article applies to anyone hired after July 1, 2007.

## Article 26

### DRUG AND ALCOHOL POLICY

26.1 Policy: The parties recognize that, in the security business, the use of controlled substances which cause intoxication or impairment on-the-job or alcohol poses risks to the Company, the affected employee and his co-workers and the public. An employee cannot perform his or her work adequately if he or she is under the influence of illegal drugs or alcohol and an employee under the influence of drugs or alcohol also presents a danger to himself or herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of his or her firearms permit. It is Knight's policy to maintain a drug-free and alcohol free work place.

Accordingly, the unlawful use, possession, sale or transfer of illegal drugs or mind altering substances is strictly prohibited, as is the consumption of any alcoholic beverage while on duty. Reporting for work or being under the influence of alcohol, illegal drugs or any mind altering substance is strictly prohibited. For the purpose of this policy, the workplace includes all Company facilities and property, vehicles used in the course of work, and any location at which an employee is performing work for the Company.

26.2 Prescription Medications: 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.

26.3 Disciplinary Action: Compliance with the Alcohol and Drug Abuse Policy is a condition of continued employment. Violation of this policy subjects an employee to immediate termination.

26.4 Alcohol And Drug Testing Program: All employees will participate in the Company's Alcohol and Drug Testing Program. Testing may occur prior to employment, annually, or at random, where there is reasonable suspicion of alcohol or drug use, when a work-related accident occurs, or on a random basis. A positive test will be grounds for termination. Refusal to submit to testing will be considered equivalent to a positive test and will also be grounds for termination.

A. A "drug" is any controlled substance listed on Schedules I-V of 21 C.F.R., Section 1308.

B. A "positive test result" means, with respect to alcohol testing, that a test performed:

- (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .05% or more;
- (ii) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .05%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .05% or more during a restricted period;
- (iii) or with respect to drug testing, on a urine specimen provided by the employee detected any amount of a drug.

26.5 Criminal Convictions: Employees convicted of violating a criminal drug statute, whether the violation occurred on or off duty, are subject to termination. Pursuant to the federal Drug-Free Workplace Act, employees are required to notify the Company immediately, and in no event more than five calendar days, after a conviction for a violation of any criminal drug statute which occurred in the workplace.

#### Article 27

#### DURATION

27.1 Except as otherwise provided in this Agreement, this Agreement shall be in full force and effect from January 1, 2010 and shall remain in effect until (and including) October 31, 2012

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives on this 28<sup>th</sup> day of December, 2009.

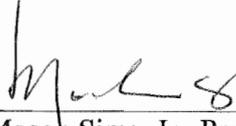
FOR:

INTERNATIONAL UNION,  
SECURITY, POLICE, AND FIRE  
PROFESSIONALS OF AMERICA (SPFPA)  
and its Amalgamated Local 145

  
Rick O'Quinn, Vice President

FOR:

KNIGHT PROTECTIVE SERVICE, INC.

  
Macon Sims, Jr., President/CEO

**APPENDIX A**

**WAGE RATES**

During the term of this Agreement the hourly wage rates of the classifications covered by this Agreement will be effective on the dates indicated and will be paid on a per hour basis as follows:

GLENN NASA Economics				
Job Classification	Current	03/01/2010	01/01/2011	01/01/2012
Security Officer w/o Modified First Responder	\$19.60	\$20.18	\$20.79	\$21.40
Security Officer w/ Modified First Responder	\$19.60	\$20.38	\$21.19	\$21.41
Security Officer Part-time	\$14.35	\$16.31	\$16.31	\$16.31

Shift Differential: The base rate of employees working on the first shift will be increased by sixty (60) cents for each hour worked between 2201 and 0600 hours. The base rate of employees working on the third shift will be increased by fifty (50) cents for each hour worked between 1401 and 2200 hours. This premium rate does not apply to any preliminary/after action time made necessary by the operational requirements of the facility.

Meal Allowance: When a Security Officer or dispatcher works twelve (12) hours consecutively; he/she will receive a five (\$5.00) dollar meal allowance.

**APPENDIX B**

**HEALTH and WELFARE**

**SECTION 1 BENEFIT RATES**

For work performed by eligible employees, Knight shall contribute to the Security, Police, and Fire Professionals of America and Employers' Health & Welfare Fund ("Health and Welfare Fund") the amounts specified below. For purposes of determining Knight's obligation to make contributions to the Health and Welfare Fund, an eligible employee is one who (i) has been employed by Knight for thirty (30) or more continuous calendar days; (ii) is full-time (normally scheduled to work 32 hours or more per week); (iii) is not on a leave of absence lasting 31 or more days; and (iv) is in active status.

The Health and Welfare Fund shall secure and administer its own carrier policies and benefits.

Contribution Amounts:

Effective March 1, 2010	\$785.00 per month
Effective January 1, 2011	\$903.00 per month
Effective January 1, 2012	\$1038.00 per month

For work performed by new hires, Knight will begin making contributions for coverage that is effective the first full calendar month following thirty (30) continuous calendar days from the date of hire. For example, for an employee hired August 20 who is full-time (normally scheduled to work 32 or more hours per week), Knight will begin making monthly contributions for coverage to be effective October 1.

For any employee on a leave of absence lasting 31 or more days, beginning on the 31<sup>st</sup> day of the leave of absence, and continuing until the employee returns to work with Knight, the employee shall be responsible for the monthly contribution amount. For example, if an employee's 31<sup>st</sup> day of leave is August 20, the employee shall be responsible for paying his or her own monthly contribution for September coverage (and subsequent monthly coverage, as appropriate under this Agreement). Upon the employee's return to work, and where the employee is full-time (normally scheduled to work 32 hours or more per week), Knight shall make the monthly contribution beginning the next full month that the employee performs work for Knight. For example, if an employee on an extended leave of absence (31 or more days) returns to work on September 20, Knight will pay the monthly contribution for October coverage. To the extent the FMLA imposes obligations other than those set forth herein, Knight will make contributions to the Health and Welfare Fund consistent with its obligations under the FMLA.

Notwithstanding the foregoing, no provision of the Security, Police and Fire Professionals of America and Employers' Health and Welfare Trust Agreement and no resolutions or other actions taken by the Board of Trustees shall result in an increase in Knight's contribution rate.

## **SECTION 2 PAYMENTS**

The monthly contributions will be forwarded to the Health and Welfare Fund's Third Party Administrator prior to the month for which coverage is effective (i.e. H&W monies are due January 31<sup>st</sup> for February 1<sup>st</sup> coverage). It is the Union's responsibility to notify the Employer of the name of the Health and Welfare Fund's Third Party Administrator and any changes relative to it.

## **SECTION 3 EMPLOYER RESPONSIBILITIES**

The Employer's responsibility under this Article is withholding and forwarding to the Health and Welfare Fund's designated Third Party Administrator the monthly contributions plus any additional funds deducted as authorized by the employee, and prescribed under Section 4. The Employer must be provided with necessary documentation from said employee, confirming the employee's withholding election. The Employer will assist with distributing enrollment materials to new hires and submitting completed forms to the Third Party Administrator.

## **SECTION 4 EMPLOYEE CONTRIBUTIONS**

Subject to the terms and conditions listed above, and the terms of the Health and Welfare Fund, any additional or required employee contributions for health insurance coverage and/or any other supplemental benefit offered by or through the Health and Welfare Fund will, at the employee's option, be deducted by means of a payroll deduction. The Union must provide to the Employer the necessary documentation to confirm such employee election.

As a condition of the Employer being responsible for withholding and forwarding all such monies for any employee covered under this agreement and eligible for such contribution, all such employees must complete an authorization form, which authorizes the Employer to deduct any/all contributions made for said employees. Such authorization shall specify amounts to be deducted from the employee's paycheck. Knight will not be responsible for any error contained within a completed authorization form submitted by an employee. The employee shall be responsible for all such errors. For any/all periods where, as a result of employee error, Knight makes a contribution when the employee was not eligible for such contribution, Knight shall have the right to recover such contributions from the employee.

## **SECTION 5 DATA**

To enable the Health and Welfare Fund benefit consultant to go to market in attempt to improve Union member's health benefits, the Employer agrees to provide the reasonably necessary data for the benefit consultant to obtain quotes. Reasonably necessary data may include a census of all bargaining unit employees, prior and current plan designs/rates, and claims experience for the prior 12 months. The employer also agrees to supply the Third Party Administrator with a list of new hires each month. Also to be included are employees that have terminated employment, employees on leave, and any changes of status including changing from part-time to full-time,

full-time to part-time and/or promotions into management. The list is to have name, status change date (hire, term, leave, promotion, full-time/part-time), date of birth, and employee ID # or SS #.

### **SECTION 1 SPFPA 401 (K) TRUST PLAN**

For work performed by eligible employees, Knight shall contribute to the SPFPA TAFT HARTLEY 401K Plan (“401K Plan”) the amounts specified below. For purposes of determining Knight’s obligation to make contributions to the 401K Plan, an eligible employee is one who (i) is full-time (normally scheduled to work 32 hours or more per week); (ii) is not on a leave of absence lasting 31 or more days; and (iii) is in active status. Contributions are immediately 100% vested.

Upon the effective date of this Agreement, the Company shall contribute to the 401K Plan the sum of 3% of the base hourly rate for all hours worked to each employee, not to exceed 87 hours in any semi-monthly pay period. Such contributions shall be paid to the 401K Plan on a monthly basis.

Knight may, at its sole discretion, make additional discretionary contributions on behalf of employees. Notwithstanding the foregoing, no provision of the SPFPA TAFT HARTLEY 401K PLAN, and no resolutions or other actions taken by the Board of Trustees shall result in an increase in Knight’s contribution rate.

### **SECTION 2 PAYMENTS**

The appropriate amount of 401K Plan contributions will be forwarded to the 401K Plan’s Third Party Administrator no less than fifteen (15) days after the last day of the month for which deductions or contributions were made. It is the Union’s responsibility to notify the Employer of the name of the 401K Plan’s Third Party Administrator and any changes relative to it.

### **SECTION 3 EMPLOYER RESPONSIBILITIES**

The Employer’s responsibility under this article is the withholding and forwarding to the 401K Plan or its designated Third Party Administrator monthly contributions plus any additional funds deducted as authorized by the employee, and prescribed under Section 4. The Employer must be provided with necessary documentation from said employee, confirming employees withholding election. The employer will assist with distributing enrollment materials to new hires and submitting completed forms to the 401K Plan.

### **SECTION 4 EMPLOYEE CONTRIBUTIONS**

Subject to the terms and conditions listed above, and the terms of the 401K Plan, any additional employee contributions to the 401K Plan will, at the employee’s option, be deducted by means of a payroll deduction. The Employer must be provided with the necessary documentation to confirm such employee election.

As a condition of the Employer being responsible for withholding and forwarding all such contributions, each employee must complete an authorization form, which authorizes the Employer to deduct any/all contributions made for said employees. Such authorization shall specify amounts to be deducted from the employee's paycheck.

Knight will not be responsible for any error contained within a completed authorization form submitted by an employee. The employee shall be responsible for all such errors. For any/all periods where, as a result of employee error, Knight makes a contribution when the employee was not eligible for such contribution, Knight shall have the right to recover such contributions from the 401K Plan.

### **SECTION 5 DATA**

The employer agrees to supply the 401K Plan with a list of new hires each month. Also to be included are employees that have terminated employment, employees on leave, and any changes of status including changing from part-time to full-time, full-time to part-time and/or promotions into management. The list is to have name, status change date (hire, term, leave, promotion, full-time/part-time), date of birth, and employee ID # or SS #.

**APPENDIX C**

**SIDE AGREEMENT**

**VACATION SCHEDULING POLICY**

There will be a calendar placed every year on the board at Security Headquarters for vacation scheduling purposes. Before an employee submits a vacation slip, he/she will be responsible to check this board to see if any or how many have already received the day off that he/she was interested in. The employee can see where he/she would be on the roster and if he/she still wants to submit the vacation request, the employee needs to submit it to the Security Captain, Staff Sergeant, or the Office Manager.

The amount of employees allowed off at any one time may be limited due to NASA operational requirements. When NASA operational requirements allow more than one employee to be scheduled off on any one day, the Company will try and accommodate as many employees as possible as long as it doesn't result in overtime costs. If there is more than one employee who submits vacation requests on the same day, preference will be given to the most senior.

If employees are unable to go to Security Headquarters to look at the board, employees can call the Shift Supervisor, Scheduling Officer or Security Captain before submitting his/her request and he/she will be informed of the status of any given period of time.

Due to NASA's environment, continuing budget constraints, and downsizing this policy may have to be modified and will be discussed with the union representative before implementation.

Management recognizes that employees have a right to use their earned vacation time. As such, management shall make every effort to approve vacation requests to the level consistent of maintaining NASA operational requirements. At a minimum, two security force and/or badging employees and one dispatcher may be in vacation status simultaneously.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives on this 28<sup>th</sup> day of December, 2009.

FOR:

INTERNATIONAL UNION,  
SECURITY, POLICE, AND FIRE  
PROFESSIONALS OF AMERICA (SPFPA)  
and its Amalgamated Local 145

  
Rick O'Quinn, Vice President

FOR:

KNIGHT PROTECTIVE SERVICE, INC.

  
Macon Sims, Jr., President/CEO