COLLECTIVE BARGAINING AGREEMENT

Between

FIORE INDUSTRIES, INC.

And

NASA JPL PROFESSIONAL FIREFIGHTERS I.A.F.F. LOCAL I0094

October 1, 2024 through September 30, 2027

AGREEMENT BETWEEN FIORE INDUSTRIES, INC. AND THE NASA JPL PROFESSIONAL FIREFIGHTERS I.A.F.F. LOCAL I0094 PASADENA, CALIFORNIA

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Preamble

This Agreement is entered into this date of October 1, 2024 by and between Fiore Industries, Inc., its successors and assigns, hereinafter referred to as the "Company," and the NASA JPL Professional Firefighters IAFF Local I0094, their successors and assigns, hereinafter referred to as the "Union" or "Association," as the sole and exclusive representative for collective bargaining of the employees covered by the Agreement.

The Union acknowledges that the Company's operations at Jet Propulsion Laboratory are pursuant to a contract (or contracts) with the California Institute of Technology (Caltech) and nothing herein shall be construed to place the Company in violation of such contracts. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the Caltech Contracts and the Company's obligations to its client, the California Institute of Technology.

Article 1 - Intent and Purpose of the Agreement

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.

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

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

Article 2 - Recognition and Union Membership

Section 1 - Bargaining Representative

1. The Company recognizes that the Association is the exclusive collective-bargaining representative for all of its Firefighters and Fire Captains, employed by the Company. All other Employees represented by other labor organizations, Fire Chief Officers, Supervisors and Office Clerical employees are therefore excluded from this collective-bargaining agreement as defined by the National Labor Relations Act.

2. Probationary employees. Newly hired employees shall be classified as probationary employees for the period of 182 shifts from date of hire. The probationary period for a firefighter for initial appointment shall not be extended except in the event that the firefighter is injured or ill during the probationary period and/or is absent for a period exceeding 10 shifts in which case the probationary period may be extended for a period of time equivalent to the duration of the absence. Probationary firefighters must also complete their assigned firefighter task book in order to be promoted to Firefighter I. During the probationary period employees may be subject to discipline or discharge at the discretion of the company, without regards to the provision of article 4 and article 8 to this agreement. All other provisions of this agreement or applicable to probationary employees unless otherwise expressly provided.

Section 2 – Members

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

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

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

Section 3 – Covered Facilities

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

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

Section 4 – Association Dues

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

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

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

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

When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit not later than the 15th day of the month following the month in which such dues and/or agency fees are collected. These remittances will be subject to normal accounting practice with respect to the adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Association membership dues and/or agency fees to the Association will be accompanied by a list of names and employee numbers of the employees for whom deductions have been made in that particular period and individual amounts deducted.

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

An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked their

assignment and if the employee is recalled or re-employed, further deductions of Association dues and/or agency fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

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

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

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

Article 3 - Management's Rights

The Management of the Company and the direction of its employees, including but not limited to the establishment of reasonable work rules and regulations, the hiring, demoting and rehiring of employees in connection with any reduction or increase in working forces, the suspending, discharging or otherwise disciplining of employees for just cause are the exclusive functions of the "company", to the extent that any of such matters that are not otherwise covered or provided for in this agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken to the Grievance-Arbitration provision contained in Article 10.

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 accountable for their duties, functions, and job requirements. The Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce, and withdraw reasonable rules of conduct and reasonable regulations, as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Association; any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

Article 4 - Discipline and Discharge

The company agrees to conduct all investigations according to the California Firefighter Bill of Rights. The Company has the right to discipline and terminate employees for just cause. The Company's Disciplinary Policy is in effect for employees of the NASA/JPL Fire Department.

The Company agrees that when it becomes necessary to discipline employees for violating the established rules or policies of the Company or the client that it will follow progressive discipline. However, it is also understood that certain types of personal misconduct or infractions of established rules will result in immediate termination.

Progressive discipline may be administered out of sequence depending on mitigating circumstances with the understanding that all discipline is for just cause.

Terminable offenses. Although not all-inclusive, the following are examples of personal misconduct or infractions, which will result in immediate termination:

- Proven dishonesty;
- Possession, use, sale of illegal controlled substances (drugs);
- Reporting to work under the influence or consuming while at work, alcohol or drugs; □ Fighting;
- Harassment, including sexual harassment;
- Failure to maintain necessary licenses or certifications;
- Insubordination (Deficiency of authority; refusal to obey orders). Exempt are orders that are unlawful, immoral, or unsafe beyond the normal scope of a firefighter's duties
- Refusal to cooperate with, or answer questions in an investigative interview.
- Any form of proven personal misconduct, which will jeopardize the relationship with our client; and
- Removal from the Site by the Client for just cause; this is not grievable.

Prior to beginning any investigatory interview or a meeting which could lead to discipline, and/or taking disciplinary action against an employee, the affected employee(s) shall have the opportunity to contact their Association representative, if they so desire, in order to obtain representation during the proceedings.

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

When considering disciplinary action, the Company will not take into account any prior infractions occurring more than one (1) year previously. Further, the Company will provide the employee and Union written notification when an investigation is being conducted, & or, the decision is made to place an employee on administrative leave pending investigation. If the investigatory process reveals that discipline will result, the Union will be notified in writing.

If an employee is put on Administrative leave without pay pending the outcome of an investigation to determine the future employment status of the employee, the employee may use any accrued vacation and/or sick leave to offset the unpaid status. If the employee is exonerated from all allegations, the employee will be made whole for any loss of pay. If sick days or vacation were used, those days will be credited back to the employee's accrued vacation or sick leave. The Company will make a good faith effort to complete investigations in thirty (30) days or less.

Note: If the employee is put on Administrative Leave due to a clearance issue or lack of certification and the issue is resolved as a result of the employee correcting an issue, the employee will not be reimbursed for time lost as a result of the Administrative Leave.

Offensive, inappropriate, or obscene language; horseplay; practical jokes or other conduct which is unacceptable in a professional office environment shall be unacceptable in the workplace and if such conduct would warrant discharge in a professional office environment of mixed gender, race, and sexual orientation, such conduct shall constitute just cause for discharge in the workplace.

Article 5 - Equal Employment Opportunity

Both parties agree to comply with all applicable federal, state and local laws, including but not limited to the Civil Rights Act of 1964, as amended, and also including 41 CFR 60-1.4(a) and the employee notice clause in 29 CFR Part 471, Appendix A to Subpart A, as applicable. Each party further agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, genetic information, national origin, age, or disability.

The Company and Union shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60741.5(a). This regulation prohibits discrimination against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by covered federal contractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

Any claim that the foregoing provision has been breached and that such breach also violates any federal or state civil rights law shall be resolved exclusively pursuant to binding arbitration as set forth in Article 10 after exhaustion of the parties' Pre-Arb provision. (Steps one through three as described in Article 10).

Article 6 - Government Action

The Association agrees to cooperate with the Company in all matters required by the Government and JPL/Caltech, and the Association recognizes that the terms and conditions of this Agreement are subject to certain priorities, which the Government may exercise. The Association agrees that any actions taken by the Company pursuant to a requirement imposed by the Government and JPL shall not constitute a breach of this Agreement. Any action, which the Government directs or requires the Company to take immediately may be taken. The Company will notify the Association of said change prior to the change occurring whenever possible. Whenever such action affects a term or condition of employment, the Company shall meet and confer with the Association the effects of that action.

If the Contracting Officer expressly directs that a specific employee be removed from the contract; any such action shall be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. The Company agrees to cooperate with the Association by providing it with all relevant information concerning the incident.

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

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

Article 7 - Employees Covered and Seniority

Section 1 - Employees Covered

The employees covered by this Agreement shall be as follows:

- Firefighter (full-time paid assigned to a permanent shift)
- Fire Captains (full-time paid)

Full-time employee-A full-time employee is defined as employees who work a minimum of 36 hours per week.

Section 2 – Seniority

Seniority under this Agreement shall commence when the probationary employee is awarded a full time position with the Jet Propulsion Laboratory Fire Department and not a (FSV) Fill Shift Vacancy. Except as provided in Article 7, Sections 3 and 4, seniority based upon original date of hire within the bargaining unit shall prevail in demotions, layoffs, and re-hiring of bargaining unit personnel provided that qualifications and ability are substantially equal to the particular job and the action is within the department to which the person is assigned. When a vacancy occurs on shift, the vacancy will be filled by seniority. As needed, a seniority list giving name and date of employment under this Agreement shall be furnished by the Union to the Company. A list of additions and separations will be furnished to the Association as applicable. The union will post a corrected seniority roster when changes occur. The determination of seniority of employment shall be decided in the order of the employment offer given to the employee and shall determine seniority of employees hired on the same date. The Company shall provide the union with the placement ranking. In the event of a same day hire, the last 4 digits of the SSN by highest number will prevail when determining seniority. (we added)

Firefighters promoted to Fire Captain shall maintain two seniority dates:

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

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

If a Firefighter promotes to Fire Captain and then voluntarily reduces in rank back to Firefighter, he/she shall maintain their original date of hire for seniority. If a promoted employee wants to return to the FF classification, there must be an opening to be demoted back to FF

Section 3 - Seniority Terminated

Seniority shall be terminated upon: (a) resignation of an employee from the company, (b) resignation of a full time position, (c) discharge with just cause, (d) failure to return to work within two (2) working days of receipt of notice to return to work, (e) layoff without recall in a period of twelve (12) months. However, if an employee is a re-employed member, former seniority and position (original shift) shall be reinstated, (f) removal from the Contract by the Government (the Union shall be provided a copy of the notification by the client).

Section 4 – Layoff

If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Fire Captains shall have the right to reduce in rank and displace the least senior Firefighter, unless Article 8, Section 4 prevails. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement.

No new employees shall be hired until qualified employees laid off previously have been given an opportunity to return to work in accordance with their classification and seniority rights. The Company shall keep all seniority records for call back purposes. In the case of a recall, employees who have been laid off shall be notified, at their last known address, in order of the Company's seniority list, to report to work. The notice shall be by registered mail return receipt. In the event a former employee so notified fails to report for work within fourteen (14) days after receipt of such notice, the employee shall forfeit their seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving the employee or immediate family, or other legitimate reason, and so notifies the company within the initial fourteen (14) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to Work. If the employee is unable to return at this time, the employee will be given an opportunity to return at the next opening. Each employee on a lay off status must notify the Company in writing, advising of any changes of address and their availability for work.

Any employee to be placed on lay off shall be given two (2) weeks' notice prior to a given final pay period. The providing of notice or pay, or combination thereof, to any employee shall be incumbent upon the Company. (moved from Article 8 section 4)

Section 5 – Shift Change

When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than ten (10) days before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Requests for shift changes between two parties will be allowed only once per year subject to Fire Chief approval which will not be unreasonably withheld. Such shift changes will not cause undo overtime as a result.

An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless the employee agrees to remain on the new shift. All involuntary transfers shall be done by reverse seniority.

With majority ruling, Shifts will rank the Captains from number 1 through 4 on paper. (1 being first choice and 4 being last). Rankings will be turned in and reviewed by the Union Secretary, who will notify each Captain starting with the most senior of which shift(s) have chosen them for their #1 choice. If chosen as the shifts #1, the Captain then has the option to accept or deny these #1 spots. If the Captain denies all #1 spots, they will not be assigned a shift and will wait for round 2 of picking shifts. If the Captain(s) are not chosen for a number #1 spot by any shift, they will continue to the next round. The cycle will continue, if need be, to the 4th round. Once a shift and Captain agree to be on a shift, the Captain is no longer available to be picked. This process will be repeated annually and/or in the event of a Captain's position becoming available.

The Union Secretary will notify each Captain for their new Company Shift. Shift change will occur every year in January. All personnel shift movement shall occur with no added cost to the Company.

There must be a Captain assigned to each shift.

Section 6 – Injury

An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that employee shall be subject to layoff according to their seniority. 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.

Article 8 - Probation/Job Openings/Promotions

Section 1 - Probation

Newly hired employees shall be classified as probationary employees for a period of 182 shifts, to include any company required training, from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Company, without regard to the provisions of Articles 4 and 10 of this Agreement.

Probationary employees shall receive a Pass/Fail evaluation at the end of their probationary period, prepared by their Captain(s), with final continued employment determination made by the Fire Chief and Project Manager.

All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

Section 2 - Job Openings

For bargaining unit positions, it shall be the policy of the Company to promote from within the bargaining unit work force within operational units (except as provided below) when a qualified person is available from the bargaining unit.

Job openings, to include a description of the minimum requirements, for all positions covered in this CBA shall be posted within seventy-two (72) hours of a position vacancy and shall remain posted for one hundred twenty (120) hours prior to action being taken to fill the vacancy.

Job openings will be filled by personnel meeting requirements set forth in this Section. Employees filling vacancies will receive the hourly rates applicable thereto upon beginning performance in the new job. If the Company determines within a ninety (90) calendar day period that the employee is not performing the job satisfactorily, the Company may (with just cause, i.e., clearly demonstrates an inability to perform in the new job satisfactorily) demote said employee to the position he/she vacated when promoted.

The employee shall also have the option to return to the position he/she vacated when promotion occurred. The time period shall be ninety (90) calendar days. When an employee returns to his/her previous position, either by choice or through Company action, the employee currently filling that position will be returned to his/her previous position only if there is an opening.

For a firefighter to be considered for a full-time position vacancy, they must have valid Firefighter 1. The company will enroll new hires in the first available Hazmat Technician/Specialist class.

Section 3 - Promotions

An established Promotion Procedure will be used for all promotions into bargaining unit positions within the Fire Department. Promotional opportunities to Captain will be posted for fourteen days to ensure that all potential candidates know about the opportunity.

The promotion posting will include a copy of the most current promotion procedure.

In order to enter the promotional process, all candidates must have a minimum of 5 consecutive fulltime years with JPL Fire Department unless the Union and Company agree, in writing, otherwise. They must also have completed a minimum of two Command officer 2 series classes or be able to complete two of those classes within the probationary period. The candidate must also provide a resume and a copy of all certificates and licenses to the Fire Chief. The Fire Chief will establish a promotion file folder for each candidate who has entered the process.

The promotion process has 3 distinctive parts. Written Exam, Oral Interview, and Manipulative Drill. A maximum total of 100 points are available for the promotion.

Written Exam: Each candidate will take a Captain written exam of 100 questions produced from the current IFSTA Company Officer Edition, with a maximum score of 20 Points. Must pass with minimum of 65%

Interview: Each candidate will be interviewed by a minimum of three personnel such as the Current Chief, Project Manager, or if available Chief or Captain from inside or outside the Fire Department. Interviews will be conducted in person if possible. Each candidate will receive the same type of questions per promotional process. Questions which are situational related must be changed for a new process. The interview is worth a maximum of 30 points. Must pass with minimum of 65%

Manipulative Assessment: For a maximum of 50 points, each candidate will be required to respond as Captain to a mock incident where they will be required to delegate & assign on duty fire personnel, incoming fire equipment, and JPL Security to tasks that will help quickly and safely mitigate the mock emergency. This assessment should not exceed 30 minutes. After the assessment each candidate will complete a computer generated incident report. This assessment should be completed within 15 minutes. Must pass with minimum of 75%

Final Selection: The candidate with the highest cumulative final score at or above 75% shall be offered the position first. All three parts will be weighed equally. If there are multiple openings for the same position within a year, then the position(s) shall be offered in order numerically. All candidates shall be provided written notification of their promotion & test score. Ranking is determined by highest score. In the event of a tie, seniority will prevail.

Evaluation: After a promotion, Captains shall be on probation for a period of one year. The Fire Chief will conduct a quarterly evaluation to monitor the newly hired Captains job performance. After the probation, the Captain will receive annual evaluations.

Promotional tests will be offered annually or when the list becomes zero. At the completion of each promotional test a list of qualified candidates will be in effect for one year. The employees on this list will be able to temporarily work in the Captain position for coverage utilizing the current overtime procedure. Any former list of qualified candidates will be null and void.

Article 9 - Union Representatives

Section 1 - Names of Executive Board Members

The local Union will provide the Company with a list, in writing, of names of the Executive Board members, their positions, and their assigned areas of responsibility on a current basis. The Company will provide the Union a list of appropriate Company officials authorized and responsible for handling grievances under each step of the grievance procedure.

Section 2 - Steward's Union Business Approval

The Steward may not leave the assigned work position to discuss union business without prior permission of said Steward's supervisor. In obtaining such permission, the Steward shall state whether the absence is for the handling of a grievance or other union activities that are directly related to the CBA. Permission will not be unreasonably withheld. After completing the business for which approval to leave had been obtained; the Steward will notify his/her supervisor upon returning to his/her area and resume his/her regularly assigned duties. It is understood that reasonable time spent by a Steward away from his/her assigned work for the purpose of handling grievances or union activities related to the CBA shall be without loss of pay. Any time spent with the Company Management for handling of a grievance will not be assessed as union business.

Section 3 - Notification – Investigatory Interviews

The Company shall notify an on-duty Executive Board member that a Union member is required to participate in an investigatory interview by a government agency on Company premises as soon as practicable after notification of the request to interview by the government agency.

Article 10 - Grievance and Arbitration

Section 1 – Procedure

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

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Association and the Company) arising out of or relating to any terms as spelled out in the current CBA.

Any grievance involving discharge, layoff, 2 or more parties of the bargaining unit, and other potential accumulating back pay liability shall be commenced at Step 2 of this procedure and the written grievance to be processed must be presented to the Project Manager or, in his absence, to his designee.

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

Section 2 – Informal Step

An employee who once becomes aware of a situation and believes they have a justifiable complaint or grievance shall promptly discuss it with the Captain or designee or through his Steward. If the issue is not settled at the Informal Step meeting, it may be appealed to the Fire Chief, in writing, signed by the employee and Association Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what remedy is sought of the Informal step meeting.

Section 3 – Step One

An Association representative may be present or may present the grievance on behalf of the Association or the employee. The parties will meet in an attempt to resolve the issue and the Fire Chief will respond in writing within ten 10 business days of receiving the grievance.

Section 4 - Step Two

If the matter is not resolved in Step One of the grievance procedure, the grievance must be elevated to the Project Manager no later than ten (10) business days following the rejection at Step 1. The Project Manager will meet with a representative of the Association and discuss the grievance and shall answer the grievance in writing within ten (10) business days after receipt of said grievance.

Section 5 - Step Three

If the Company's answer is not satisfactory at Step Two, a Representative of the Association will meet and discuss the grievance with the Director of Labor Relations, or designated representative, by phone, fax or any other electronic means within ten (10) business days following the rejection at Step Two. The Company must reply to the Association within ten (10) business days excluding Saturday, Sundays and Holidays, of said meeting.

The Company shall also have the right to file Grievances, which shall first be addressed consistent with Step 3. If the Company files a written grievance, a meeting shall be held between the Association and the Company within (10) business days excluding Saturday, Sundays and Holidays, of the Company filing a Grievance. The Association must reply, in writing, to the Company within ten (10) business days excluding Saturday, Sundays and Holidays, of said meeting. If the Company disagrees with the Union's response, the Company may move the grievance to Step 4.

Section 6 - Step Four - Confidential Mediation

Prior to initiating arbitration, the parties shall participate in a confidential mediation with a mutually agreed upon mediator provided by the State of California. The cost of the mediation, if any, shall be split by the parties notwithstanding these provisions. Nothing shall preclude the parties from agreeing to mediate earlier in the process.

Section 7 – Arbitration

Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Association to arbitration in accordance with the following procedures and limitations.

The Association, within ten (10) business days after the rejection of the grievance by the Company's Designated Representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Association will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Association will request from the Federal Mediation and Conciliation Service a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within ten (10) business days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains; this individual will be the arbitrator to hear the case.

In the event of arbitration pursuant to Article 10, Section 7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit verbally or in writing a separate submission to the arbitrator. The arbitrator will confine their decision to this submission or submissions. The joint or separate submissions will state the issue or issues

and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Article 10 Section 7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the expense of the transcript shall be borne equally by the parties. The arbitrator's authority shall be limited to finding a direct violation of the express purpose of the contract provision or provisions in question other than an implied indirect purpose. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this contract nor substitute his/her judgment for that of management. In cases where the arbitration process is an issue, the Arbitrator will rule on that issue before hearing any merits of the case.

Article 11 - Request for Cash Payments

Employees, who have accumulated vacation, may request cash payment for those accrued hours in lieu of time off. The Company shall make a good faith effort to issue payment no later than 2 weeks after the employee made the request.

Article 12 - Health and Welfare Benefits

For the term of this Agreement, the Company will make Health and Welfare payments to Firefighters on all compensated hours up to forty-two (42) hours per week to a maximum of 2,184 hours per calendar year. The Company will make Health and Welfare payments to Captains on all compensated hours up to forty-three (43.05) hours per week to a maximum of 2,239 hours per calendar year. The following rates shall apply:

Current	October 1, 2024	October 1, 2025	October 1, 2026
$5.56	$5.91	$6.26	$6.61

Once the final collective bargaining agreement is ratified by the bargaining unit and signed by the parties, the October 1, 2024 Health & Welfare rate of $5.91will be retroactive to October 1, 2024 for current employees.

Effective starting January 1, 2026, the Company will make Health and Welfare payments to Firefighters on all compensated hours up to forty-two (42) hours per week to a maximum of 2190 hours per calendar year. The Company will make Health and Welfare payments to Captains on all compensated hours up to forty-three (43.05) hours per week to a maximum of 2,245 hours per calendar year.

Employees may elect to purchase Health and Welfare coverage for themselves and eligible dependents from those Health and Welfare benefit plans offered to full-time employees at JPL. Employees may only opt out of the Employers' group health plan if the employee can prove they have other qualifying group coverage in place. The Company will provide Basic Life AD&D insurance on the same basis as other non-exempt employees at the location. If there are any significant changes, the Company agrees to provide the Union with advance notice and bargain the effects of the change(s). Employees who elect not to purchase health coverage will receive the rate paid directly to the employee as wages.

In the event that the premium rate(s) required by the elected coverage of an employee are greater than the H&W allowance provided for above, the Employer agrees to deduct from an employee's wages the amounts necessary to meet the premium requirement(s). Open enrollment is based on applicable Law.

The Employer's group health plans renew on an annual basis. Employee contributions may increase/decrease accordingly. In addition, the Employer may offer other health care options should they become available.

Employees out on Company approved Workers Compensation Leave are eligible to receive up to sixty (60) days of H&W payments while on such a leave subject to the terms in this Article. Any employee who goes out on a leave of absence, except Military Leave of Absence, shall continue to make their premium payments during the period of the absence. Consistent with federal law, it is understood that in the event an employee fails to make their premium payments, the Employer shall cancel coverage(s). Insurance coverage(s) for those employees on Military Leave of Absence shall be governed by federal law.

The negotiated Health and Welfare rate will be multiplied by the applicable hours. This number will then divide by 24. The resulting amount will be paid to the employee in 24 lump sum Health and Welfare payments on 24 of the 26 calendar year paychecks. There will be no change to the method of payment for part-time employees.

No less than ninety (90) days prior to the annual open enrollment period, the Company will consider allowing employees to enroll in a qualified Union sponsored group benefits plan, if proposed by the union. If agreed upon, the Company will submit H&W monies on behalf of employees who are enrolled in that qualified medical group. However, should

there be an agreement to go with the Union medical plan, there will no longer be participation in the Company plan.

No provision of the Company's Health and Welfare Plan is subject to grievance.

Article 13 - 401(k) Plan

All eligible employees may participate in the Company sponsored 401(k) Plan based on years of service as noted below. The Company will contribute up to the following percentages based on all hours worked, not to exceed 2,190 hours in a calendar year for Firefighters and not to exceed 2,245 hours in a calendar year for Captains.

After one year of service	3% of salary
After five years of service	6% of salary
After ten years of service	9% of salary
After fifteen years of service	12% of salary

Employees will be vested upon the terms and conditions of the Plan. Employees shall be eligible to make additional, non-matching, contributions within the terms and conditions of the Plan.

Employees will receive bi-weekly non-matching Company contributions, into their 401(k) Plan based upon years of service as noted above.

The Union reserves the right to propose another qualified Plan of their choosing. This would be in place of the existing 401(k) Plan.

Article 14 Wages

Once the final collective bargaining agreement is ratified by the bargaining unit and signed by the parties, effective October 1, 2024 and retroactive back to October 1, 2024, current Captain, Firefighter Step I, and Firefighter Step II will receive a 3.25% wage increase;

Effective October 1, 2025, current Captain, Firefighter Step I, and Firefighter Step II will receive a 3.25% wage increase;

Effective October 1, 2026, current Captain, Firefighter Step I, and Firefighter Step II will receive a 3.25% wage increase.

The Probationary Firefighter base wage rate remains at $31.80.

The following wage schedule will be in effect as follows:

Classification	Current	October 1, 2024	October 1, 2025	October 1, 2026
Captain	$50.85	$52.50	$54.21	$55.97
Firefighter Step II	$45.00	$46.46	$47.97	$49.53
Firefighter Step I	$36.26	$37.44	$38.66	$39.92
Probationary Firefighter	$31.80	$31.80	$31.80	$31.80

Note: New classifications, as outlined above, shall not be retroactive and shall be in effect for all new-hires with the effective date of this agreement.

Probationary Firefighter: All newly hired firefighters shall begin at the Probationary Firefighter classification.

Firefighter Step I: Firefighters, upon successful completion of their probationary period, shall be promoted to the Firefighter Step I classification and shall remain at this step for a period of one (1) year.

Firefighter Step II: Firefighters having successfully completed their probationary period and Firefighter Step I time requirement, shall be moved to this step.

Any work in excess of eight (8) hours in a workday, and/or forty (40) hours of straight time pay in a workweek, will be paid at time and one-half (1 $^1/_2$) the amount equal to employee's straight time (1x) rate of pay. Any work in excess of twelve (12) hours in a workday, and/or the employee's seventh (7th) consecutive day in a workweek, will be paid at double time (2x) the amount equal to employees' straight time (1x) rate of pay. If an employee works on a Company holiday, the first 8 hours of work time counts towards the employee meeting the straight time hours worked in the week for purposes of calculating if the employee worked more than 40 hours in a week.

Article 15 - Working Out Of Classification

An employee who is temporarily assigned by the Company to perform the duties of a higher classification of work shall be paid at the higher rate for such classification. Non-bargaining unit employees shall not be assigned to jobs set forth as classifications included in the bargaining unit. Employees temporarily assigned to positions of lower rank or pay shall not have their rate of pay reduced.

Article 16 - Minimum Guarantees

Employees who are called to work overtime outside his/her regular shift shall receive pay in accordance with the proper overtime rate in Article 22, Section 1 with a minimum guarantee of four (4) hours' pay. An employee shall be allowed a minimum of four (4) hours pay, including applicable shift premiums, if the member is ordered to report to work on a regular workday but is not put to work. If the employee is put to work, the member shall be allowed a minimum of four (4) hours' pay, including applicable shift premiums. If more than four (4) hours are worked in any one (1) day, the member shall receive pay for actual hours worked. Captains and Firefighters coming in for a pre-scheduled meeting, in-person at the Company's operations at JPL, will be paid a minimum of three hours pay for attending the meeting and mileage will be reimbursed at the GSA rate if training is scheduled on a regularly scheduled day off for that employee. There is no such mileage reimbursement for reporting for work when directed for non-training time not within this section. If Captains and Firefighters remotely attend a pre-scheduled meeting, the Captains and Firefighters will be paid for the actual time remotely attending the meeting.

When an employee is held over from their regular scheduled shift, the employee will receive a minimum guarantee of fifteen minutes (15) minutes pay, including applicable shift premiums, at double (2x) time rate.

If an employee is asked to work in a capacity outside of their normal work duties that results in a decrease in the normal hours worked, that employee will be compensated up to the normal scheduled hours worked.

Members scheduled to work on Daylight Savings shall be paid their entire shift scheduled hours to include12 hours as a minimum.

All productive JPL FD members shall be provided breaks and lunch in accordance with the State of California Labor code 512. These breaks and lunch periods are on the clock and paid.

Article 17 - Mileage Allowance

With prior company approval, employees may use their private automobiles for Company business and shall be compensated at the current Federal Travel Regulation rate per mile in effect at the time. The miles shall be counted from the employee's home to destination and the return to home. The miles shall be counted for the duration of the business activities. The employee shall be reimbursed for the miles and any other authorized reimbursement to include tuition fees, of business within two weeks of reimbursement forms being submitted and approved if no corrections or clarifications are needed.

Article 18 - Holidays

Section 1 - Holiday Pay

All employees will be compensated at the hourly base rate of pay for those holidays set forth herein. Employees are entitled to receive eight (8) hours pay on recognized holidays. The recognized holidays are as follows:

New Year's Day	Independence Day and the following day
Martin Luther King, Jr's Birthday	Labor Day
Washington's Birthday	Thanksgiving Day and the following day
Memorial Day	Christmas Eve and Christmas Day
Juneteenth	

If any of the named holidays fall on a non-working day, the employees shall receive 8 hours straight time pay.

Employees who are scheduled to work on a holiday, shall be paid at the rate of time and one-half (1 $^1/_2$) the amount equal to the employee's straight time (1x) rate of pay for the entire shift unless the employee is entitled to a seventh day in which the double time (2x) rate will prevail.

If an employee works on a Company holiday, the first 8 hours of work time counts towards the employee meeting the straight time hours worked in the week for purposes of calculating if the employee worked more than 40 hours in a week.

In the event that one of the holidays shall occur during the employee's paid vacation, the employee will receive holiday pay for eight (8) hours and their vacation accrual bank will not be reduced for the same eight (8) hours.

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled workday immediately preceding the holiday and his regularly scheduled workday immediately following the holiday, unless excused by reason of funeral leave, vacation, or other good reason.

Section 2 - Holiday Pay during Temporary Assignment

When a holiday falls while an employee is temporarily assigned to a higher classification, the employee will receive the holiday pay at the higher rate.

Article 19 - Sick Leave

Section 1 – Accrual and Use

Employees can use available sick leave after completion of their probationary period. Thereafter, employees will be credited with sick leave at the rate of eight (8) hours for each month of active service, up to a maximum accrual of three hundred (300) hours. Sick leave payment will be made for the period of disability at the straight-time rate in effect at the time of disability. An employee may only use the amount of sick hours they have accrued and shall be paid sick leave at the appropriate hourly rate set forth in this Agreement for all hours the employee was scheduled and absent on such day. An employee is required to use any accrued sick leave they may have on occasions in which they are calling off sick. There is no leave without pay, if the employee has accrued sick, or vacation time they must use the leave when calling off sick. Sick leave hours shall be used for all hours scheduled. Employees may use up to fourteen (14) hours of accrued sick time per day. Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. For purposes of this policy, "family member" means any of the following: (1) a child which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) grandparents; (6) grandchildren; (7) siblings; or (8) a designated person (a person identified by the employee at the time the employee requests paid sick leave).

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for related absences that are due to: seeking medical attention or treatment; psychological counseling; obtaining services from a domestic violence shelter, program, or rape crisis center; safety planning; or seeking judicial relief arising from domestic violence, sexual assault, or stalking.

If an employee reports they are absent for a covered reason, the Company will assume the employee is requesting a deduction be applied against their paid sick leave balance consistent with this policy unless the employee advises otherwise.

Employees may request to donate available sick leave to other bargaining unit members.

Section 2 – Notification

Employees unable to report to work due to illness/injury or other personal related matters must telephone the Duty Captain directly, each day of their absence, as far in advance as possible, but no later than two (2) hours before their scheduled arrival time regardless of whether the employee seeks sick leave pay for the absence. The Captain must immediately notify the Chief, in a manner prescribed by the Chief, of the absence. The Duty Captain must be contacted each day of absence unless an exception has been made for a particular absence, and a written memo to this effect has been provided to the Fire Chief.

Section 3 – Medical Certification

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

Article 20 - Vacation

Section 1 – Accruals

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

Service Completed	Vacation Pay	Bi-weekly Accrual Rate
Under 5 Years	96 Hours	3.69 Hours
After 5 Years	120 Hours	4.62 Hours
After 10 Years	144 Hours	5.54 Hours
After 15 Years	168 Hours	6.46 Hours
After 20 years	180 hours	6.92 hours

The length of eligible service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins with the employee's date of hire with the Company. Eligible employees may use their accrued vacation leave after completion of their one hundred eighty (180) day probationary period. For every twelve (12) hour shift, the employee may use vacation at a minimum of four (4) hours or more. Full-time employees may carry over vacation hours to a maximum of two (2) year's accrual rate. Employees, in lieu of time off, may cash out accrued vacation hours upon request. Vacation pay shall be computed at the full-time employee's straight time base rate at the time of vacation and shall be limited to those hours the employee has earned on the date of eligibility for such vacation.

Part-time employees' vacation benefit hours will be prorated at their straight hourly rate based on hours worked in the previous pay period.

Section 2 – Schedule/Staffing

The Fire Chief approves all vacations. Employees must schedule vacation at least one week in advance of the start of the shift in which vacation is to be taken. If less than one weeks' notice is provided, the Company shall try to reasonably accommodate such requests when operational and staffing needs permit as determined by the Company. Employees may use vacation time after the start of a shift provided that they have reported for work and the use of the vacation time will not cause the Company to use overtime to cover for the absent employee as approved by the Fire Chief or his/her designee. Vacation preference will be given weight by the submittal date of each request. If there is more than one vacation request submitted on the same date, for the same shift, preference will be given to the most senior employee(s). The less senior employee may still be approved for vacation as long as it does not place a serious schedule burden to the department. Employees shall be notified of vacation request determinations by receiving a copy of their vacation application back within five (5) working days stating approved or disapproved. If a request is disapproved, no other requests for that time shall be approved without first offering that time to the first requestor. Under emergency conditions declared by governmental agencies, when more than two employees are scheduled off for vacation, the Company shall have the option to cancel all other vacations other than the first granted request for each workweek. Only the first three (3) requestors will be approved pending availability. In addition, requested vacation time for military leave will be further governed by relevant Uniformed Services Employment and Reemployment Rights Act (USERRA) provisions.

Section 3 - Request for Cashout Payments

Employees, who have accumulated vacation, may request cash payment for those accrued hours in lieu of time off. The Company shall make a good faith effort to issue payment no later than the next full pay period after the employee made the request.

Article 21 - Hours of Work

Section 1 - Workweek

The normal workweek shall commence at 0600 Monday and end one hundred sixty-eight (168) hours thereafter. The normal Firefighter shift shall consist of a twelve (12) consecutive hour's day shift to commence at 0600 hours and nightshift to commence at 1800 hours. The normal Captain shift shall consist of a 12.3 consecutive hour's day shift to commence at 0545 hours and nightshift to commence at 1745 hours. See Appendix C for example of a twelve (12) hour rotating schedule.

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week. Nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal workweek. Upon request, the Company and the Union agree to engage in effects bargaining regarding the impact of a permanent schedule change.

Section 2 - Changes in Hours

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

In the event of an assigned shift change, which alters an employee's anticipated work assignment, the Company will attempt to contact the employee forty-eight (48) hours prior to reporting to work advising them of the change and the reason the change was made.

Article 22 - Overtime

Section 1 - Overtime Pay

An overtime shift shall be paid at the hourly rate as indicated in Article 15, Wages. Any work in excess of eight (8) hours in a workday, and/or forty (40) hours of straight time pay in a workweek, will be paid at time and one-half ($1^1/_2$) the amount equal to employee's straight time (1 x) rate of pay. Any work in excess of twelve (12) hours in a workday, and/or the employee's seventh (7th) consecutive day in a workweek, will be paid at double time (2 x) the amount equal to employee's straight time (1 x) rate of pay.

If an employee works on a Company holiday, the first 8 hours of work time counts towards the employee meeting the straight time hours worked in the week for purposes of calculating if the employee worked more than 40 hours in a week.

Section 2. Overtime Staffing Procedure

Definitions:

Overtime (OT): Time in addition to what is normal, as time worked beyond one's scheduled working hours.

Scheduled Overtime: A shift vacancy known by management, or the shift captain, that occurs more than (24) hours of the shift.

Unscheduled Overtime: A shift vacancy that occurs within (24) hours of the shift.

Voluntary Overtime: Overtime accepted by an employee voluntarily.

Mandatory Holdover: An official order to holdover to prevent a drop in minimum staffing.

OT Run: The method in which voluntary overtime shall be assigned based on seniority and is established in the staffing software. Once the most senior member of the bargaining unit has accepted or denied the overtime, the next most senior member will be up on the list to accept or deny the overtime. Each member will move to the bottom of the list once they accept the position. (note) Employees working a minimum of (6) hours of straight time or 4 hours of double time will be moved to the bottom of the Overtime Run list. Overtime Run list is rank specific.

Overtime Tracking: The Association agrees to track all overtime and holdovers using the overtime tracking in the staffing software daily. It will be the employee's responsibility to have their correct contact information available in the system.

Section 3. Overtime Notification/Scheduling Procedures:

Members needing time off shall contact the on-duty captain for proper notification.

The on-duty captain shall make notifications using the staffing software for scheduled and unscheduled overtime as soon as the shift vacancy is known.

When awarding scheduled overtime, the on-duty captain will assign overtime one week (7 days) prior to the vacancy using the OT Run list. If the scheduled overtime falls within the (7) days, members will have 2 hours to sign up before the on-duty captain assigns the position(s). The on-duty captain will review the staffing software to see the time(s) each member signed up for the vacancy(s) and award it accordingly to the OT Run. If no one signs up within the 2 hours, the position will be awarded to the next member who signs up regardless of the OT Run list.

When awarding unscheduled overtime, bargaining unit members will have 30 minutes to sign up before the on duty captain assigns the position(s). The position(s) shall be awarded using the OT Run list. If no one signs up within the 30 minutes, the position will be awarded to the next member who signs up regardless of the OT Run list. OT shall be given to straight time members before awarded to anyone occurring (1.5) and (2x) the rate of pay. In the event that (2x) the rate of pay will occur, a captain may work the firefighters position at their regular rate of pay.

If an "unscheduled OT" occurs the night before and a member must be held over in the morning, the on-duty captain will assign the position by 2200 hours. If a call-off occurs on the day shift for the night shift, the on-duty captain will assign the position by 1600 hours. If no one volunteers to hold over to keep minimum staffing, the on-duty captain must mandate member(s) for that vacancy.

Holdovers resulting in (2x) the rate of pay will be awarded to the on-duty shift.

For scheduled and unscheduled overtime, the voluntary OT run list must be fully exhausted before going to the Mandatory Overtime list.

Section 4. Mandatory holdover:

In the event the voluntary overtime list has been exhausted without an employee accepting the overtime, the on duty shift captain will use the mandatory OT list following the procedures described below to fill the vacancy within job classification. The mandatory OT run list will start with the least senior employee and continue to the most senior. Once an employee has been mandated to work, the employee will not be mandated again until all other employees have been mandated to work OT. Captains shall whenever possible, place the firefighter holding over on double time in a non-driving position for the safety of personnel and to prevent the possibility of vehicle accidents.

The overtime list will not be used to have a shift captain fill a shift vacancy for a firefighter unless double time occurs.

Section 5. Cancellations:

Once a member has accepted voluntary OT the member will be placed at the bottom of the list. However, if the overtime shift is cancelled the member that lost the overtime will rotate back to the top of the overtime list. Members have 48 hours prior to their scheduled time off to cancel their sick or vacation.

Section 6. Shift Trade Effect on Overtime:

Members are not authorized to trade for a shift that would result in a sixth (6th) or 7th day of work within the same workweek. Working a sixth or seventh day within the same workweek will only be authorized by management.

Unapproved trades that will cause (1.5x or 2x) the rate of pay may result in the loss of trading privileges for up to 6 months.

Section 7. Temporary Assignment - Acting Captain:

The Company may use the Acting Captain designation as a temporary assignment based on operational and business needs. An Acting Captain is an individual (Firefighter/EMT/HazMat Specialist) who is scheduled and assigned the temporary duty of being the officer in charge of shift personnel in the absence of a Captain, as needed, during a shift, an event or training. The Acting Captain reports to the Fire Chief or his/her designee.

In order for a Firefighter to be eligible for selection as an Acting Captain, the following must be satisfied:

1. A firefighter must be a JPL/NASA firefighters for a minimum of 3 years EMT Certifications and Hazmat Specialist;

2. Prior to assignment as an Acting Captain by the Company, the firefighter must complete the Acting Captain Task Book; pass the Written Exam and Manipulative Assessment as outlined in Article 8, Section 3 Promotions. Once Step 1 and 2 has been accomplished and verified by the Fire Chief, the firefighter will be required to shadow a Captain for 36 hours and be paid at the Captain's rate as scheduled by the Company. The shadowing shifts will be once a month during their regular scheduled 12 hour day shift Monday - Thursday and must be completed within three calendar months which time period can be extended by the Chief, at his/her discretion;

4. The Fire Chief verifies the firefighter training as Acting Captain, any documentation, exams and the completion Acting Captain Task Book. The Fire Chief must formally designate the firefighter as an Acting Captain and then the Acting Captain will be eligible to be assigned when needed by the Company.

5. The Company will ensure the Acting Captain task book is periodically reviewed and updated, as needed;

6. The parties agree that once the Company has exhausted efforts to schedule a Captain and the Company also has exhausted efforts to staff Acting Captains and the position is still not filled, the Company may mandate the Acting Captain or Captain to stay on shift up to 18 hours. If the rare situation occurs where the Company believes it is required to operate a shift without a Captain beyond 18 hours and has exhausted trying to staff a Captain/Acting Captain, the Company may continue to operate that shift with adequate management by Fire Chief in his role as Fire Chief for non-HAZMAT calls. During such a shift, the outgoing Captain/Acting Captain will designate a firefighter as the potential Captain in charge during any HAZMAT calls. If there is a HAZMAT call during the shift, the Chief will defer to the on-duty Firefighter, previously designated for the HAZMAT call, and the designated firefighter will be paid at the Captain's wage rate during the remainder of the shift. If Company approved sleeping facilities, which meet all legal requirements, are established for use, the parties agree to revisit this Paragraph 6 through good faith negotiations but such negotiations shall not be deemed to reopen this Agreement.

Article 23 - Shift Premiums and Certifications

Section 1 – Hazardous Material Certification Premium

Personnel trained to the Hazardous Materials Technician or Specialist level shall be paid $100.00 per pay period (26 pay periods per year), or $2,600.00 annually over the life of the contract.

Section 2 - Company Required Training/Certification

It is the Company and employee's responsibility to track the expiration of any certifications/ qualifications required per the Company's subcontract No. 1653778. The Company will provide all education for Company required training/certifications on and off site. The Company shall pay all costs, mileage, and wages, to ensure all recurring training and continuous education needed for maintaining certification. The Company will provide all training that fulfills the needs of the clients request under subcontract 1653778. This will include Fire Apparatus Operator 1A/1B. Both the Company and the employee shall agree upon a reasonable time in which to complete all requirements.

The Company shall pay all costs, mileage, and wages for such classes. All job-related training must meet current industry standards.

The employee shall be reimbursed for the miles and any other costs, to include tuition fees and certifications, within two weeks after the employee turns in all receipts and invoices for reimbursement.

Section 3 - Out of Area Training

The Company will attempt to provide all employees 12 weeks prior notice for all Out of Area Training. Travel time to and from the course, mileage, and per diem, will be paid in accordance with the Government Services Administration payment schedule for out of area training, which is defined as more than 30 miles. When off duty, travel time is based on the time it takes from the employee's home to get to the training location/class. Mileage is portal to portal.

Section 4 – On Lab Training

The Company will attempt to provide all employees 12 weeks prior notice for all on-lab training.

Article 24 - Uniforms

All employees who are required to use and maintain uniforms shall receive a uniform stipend of $1,500.00 per year. Such an allowance for each fiscal year shall be paid once annually on a separate check on or around Oct 1st of the fiscal year.

The type and style of uniforms shall be consistent with the requirements of the contract, as amended, and approved by the Chief. All uniforms shall be clean and serviceable at all times. If employees switch to cotton uniforms approved by the Company, employees shall be required to purchase one full set of brush fire tops and bottoms as part of the items they must be accountable for. If employees wear a cotton uniform on the job, they must wear brush fire tops and bottom when they leave the station to respond to a call.

All new employees, upon hire, shall receive 5 sets of uniforms to include Uniform Pants, Uniform Shirts, and Uniform T-shirts. Also the new employee shall receive 2 Hats, a Uniform Jacket with a liner, a Belt, Belt Buckle, Uniform Badge, and Station Boots. If the new employee is hired within 6 months of the following year's stipend date, the employee will not receive a stipend for that year. Any additional uniform needs may be requested by the new employee to the Chief on a case by case basis.

The purchase and use of a full Class A dress uniform shall not be required. If Class A uniforms are required in the future, the Employer shall furnish or fully reimburse all employees for the cost of the uniform.

The Company shall replace uniform articles damaged in the performance of any job related or emergency duties at no additional cost to the employee.

Article 25 - Leave of Absence

Section 1 - Leave of Absence

Subject to the provisions of law, the Company may grant an unpaid personal leave of absence as outlined in the Company's Personal Leave of Absence Policy (unpaid), for up to 90 days. Employees must request a LOA in writing. All LOA shall be without pay or benefits.

However, employees out on Company approved Workers Compensation Leave are eligible to receive up to sixty (60) days of H&W payments while on such a leave subject to the terms in Article 13.

Section 2 - Time Off for Union Activities

Upon written request, Union officers or designees, may request unpaid time off to conduct union business or attend union functions without pay. No more than two (2) union officials can be off the schedule at one time and will be without loss of seniority rights and benefits. However, the Company retains the right to disapprove of such time off requests due to emergencies or as client/contract operations demand.

Section 3 - Military Service

The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

The re-employment and seniority status of any employees hereunder who, while in the active service of the Company, enter the armed services or, during wartime enter the Merchant Marine of the United States, shall be governed by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

If there is no economic impact on the Company, the Company may allow active military personnel to shift trade for military time off subject to written approval by the Chief. Active Military members will be allowed to take any time available for military leave in accordance with the law.

Section 4 - Family and Medical Leave Act

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

Article 26 - Jury/Witness Pay

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

The employee must notify the Company within seventy-two (72) hours after they receive a jury duty questionnaire or notice the employee is subject to a jury duty call or subpoenaed as a witness. The employee must provide the Company with written evidence or notice from the Court that they performed jury service and of the amount compensated for such service.

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

Employees will be compensated by payment of an amount equal to the difference between their jury/witness pay and their regular base hourly rate. In the event an employee is performing jury duty or going through the jury duty selection process on a scheduled day of work and is required by the court to return to the court the next day, the employee does not have to return to duty for the remainder of that shift. An employee on jury/witness duty is expected to report to work promptly on any day they are excused from jury/witness duty. However, paid jury duty shall not exceed 48 hours of pay in a 7 day payroll workweek.

Hours compensated for Witness/Jury Pay shall not count towards computation for overtime.

Article 27 - Bereavement Leave

In the unfortunate event of a death in the immediate family of an employee, the employee will be granted three (3) workdays (36 hours) emergency leave with pay for the purpose of bereavement. An eligible employee will also be to take two (2) additional work days (24 hours) off, without pay. The employee pursuant to the Company's standard policies may take other leave available under this Agreement (see Article 20 Section 2 - Sick Leave). For the purpose of this Article, the immediate family member shall be defined as the employee's father, mother, sister, brother, father in-law, mother-in-law, son-in-law, daughter-in-law, stepparents, foster parents, spouse, domestic partner, children of the employee, grandchildren, and spouses and employee's grandparents. After the granting of such emergency leave, the Company may require the employee to substantiate the need for the leave.

Hours compensated for Bereavement Leave shall not count towards computation for overtime.

Article 28 - Safety and Equipment Committee

Section 1 – Safety Committee

A Safety Committee shall be formed with four (4) members of the bargaining unit and other members from Management. The Committee will be chaired by the Company Safety Manager and will be charged with making safety recommendations to the Program Manager regarding equipment, vehicles, and apparatus and with reviewing accident findings involving represented personnel. The Company agrees to keep the Safety Committee informed as to accidents and safety trends within the Bargaining Unit.

Meetings will be scheduled to coincide with the on-duty availability of the Fire Department. Any off-duty member who chooses to attend will do so without pay.

Section 2 – Equipment Committee

In the event the Client allows the Company and/or the Fire Chief to choose the type and vendor of safety equipment, the Company will solicit input from the Equipment Committee regarding the purchase of such equipment. Safety equipment shall be considered but not limited to: emergency response apparatus, personal protective equipment, emergency response equipment, rescue tools, and uniforms. The committee may recommend to the Company field-testing of certain safety equipment prior to preparing specifications for purchasing such items. The overall goal of the Equipment Committee is to make recommendations to ensure the safety equipment meets the current industry safety standards, and compatibility needs of the department to respond with the surrounding agencies. No part of this section shall be subject to the grievance process.

The equipment committee will provide weekly updates of progress to the Fire Chief.

Article 29 - Injury on the Job

An employee who is injured on the job during his/her scheduled shift and is sent home because of such injuries shall receive his/her regular shift rate of pay for the entire shift.

Article 30 - Safety and Sanitation

The Company will comply with all applicable federal and state safety and health laws to the extent it is permitted to do so by the provisions of its contract with NASA/JPL. The Company will furnish uniforms, safety glasses, and safety shoes for employees as required for the efficient and safe performance of the employees' duties.

Additionally, the Company will furnish safety hats, working gloves, jackets, bunker boots, bunker coats, bunker pants, fire helmets, and any other equipment that the Company requires its employees to use in the performance of their duties. The quantity and quality of the foregoing items will be up to accepted standards in the industry.

The Company will prepare Hazardous Materials Exposure Reports on any incidents exposing employees to Hazardous Materials; additionally, the Company will provide the employee with a copy of said report.

Employees exposed to hazardous materials or unsanitary conditions shall be examined by a physician and, if deemed necessary, be furnished with inoculations as good medical practices dictate.

When employees are required to work in any hazardous condition, including but not limited to, environments of high concentration of toxic liquids and gasses, flammables and combustibles where levels of oxygen sufficient to sustain life may be compromised, the two-man in and two-man out manpower protocol shall be maintained throughout the operation/detail as necessary. Governed by contract with JPL 3.2.1.2

Article 31 - Physical Fitness

Section 1 - Physical Examination

The components of the medical evaluations for Members shall also conform to all applicable U.S. OSHA standards, including: 29 CFR 1910.120, "Hazardous waste operations and emergency response" 29 CFR 1910.134, "Respiratory protection" 29 CFR 1910.95, "Occupational noise exposure" 29 CFR 1910.1030, "Bloodborne pathogens" and NFPA 1582.

All expenses incurred with the administration of this physical examination, shall be borne by the Company. The annual physical examinations shall be initiated within 12 months of the prior year's annual physical examinations so that there is an annual physical for each 12 month period.

In the event an employee is determined to be unfit for continued employment by the physician performing the initial physical examination, that employee shall have the right to get a second opinion from their own physician at their own expense. If these results are in conflict with the original opinion, an independent physician, paid for by the Company, may conduct a third examination. The results of the third examination will determine the employee's fitness for continued employment.

Section 2 - Physical Fitness Program

Employees shall maintain personal health and wellness as prescribed by NFPA 1500 Standards. Should an employee's physical fitness for duty be in question, the employee shall be subjected to a physical examination as described in Section 1 of this article. All Fire Captains and Firefighters shall exercise for a minimum of one (1) hour 30 minutes while on-duty.

Any injuries incurred on the job while engaged in physical fitness activity shall be treated as worker's compensation and will be reported in accordance with Company protocols.

Article 32 - Fire Department Training

The Company shall be responsible for providing training in the fire department to meet the requirements set forth by the NFPA and IFSTA. Insofar as practical, the training will be scheduled and conducted in the same manner as other regularly assigned work. Training shall not be conducted when weather conditions, i.e., extreme heat or cold, snow or ice, would present unsafe conditions for employees to perform. Employees will not receive training on observed holidays unless in direct response to a government exercise.

Article 33 - Fire Department Staffing

When responding to emergencies or exercise status, unless mandated by the Jet Propulsion Laboratory director of operations and the NFPA, fire equipment will be manned in accordance with the SOW subcontract No. 1653778.

Article 34 - Pay Disbursements

Section 1 - Automatic Bank Depositing

All employees shall be required to have electronic deposit for their paychecks in a checking or savings account at the institution of their choice. Employees must complete a direct deposit form and submit the required authorization form to do so.

Section 2 - Pay Period

Employees will be paid biweekly, with Friday as the designated payday. The term "pay period" denotes hours worked from Monday 0600 hours through to the second Monday at 0600 hours. Each pay period will be a two-week period which will be paid by Direct Deposit on the Friday following the last day of the pay period. There shall be twenty-six pay periods in each calendar year.

Section 3 - Paycheck Stubs

Employee paycheck stubs will show all vacation, sick leave, and floating holiday time accruals, amount taken and the amount remaining. Paycheck stubs will also show the amount paid/deducted and year-to-date totals for all 401(k) monies.

Section 4 – Accurate Records

Employees must maintain an accurate record of the start and end of each work period, meal period(s) and total hours worked each day which must be accurately recorded in the time system that will be provided to employees. Employee's time record must also accurately reflect all regular and overtime hours worked, any absences, paid time off, late arrivals, and early departures. By the end of each week, employees must submit the completed time into the time system for verification and approval by the Company. All other daily activities will be recorded in the daily log.

Article 35 - Bulletin Boards

The Company shall make available to the Union, space equal to and like that of their own bulletin boards for posting Union notices. Access to the Union bulletin board will be limited to the Union and shall be placed in the fire department's dayroom.

Article 36 - Exchange Agreements

Employees shall be allowed to trade shifts and such action will be handled administratively by the Fire Chief or designated representative. Shift trades will be documented by an internal document that is a binding agreement between the employees engaging in the shift trade. Once approved by management, an employee working a shift for another employee shall be compensated in the same manner as a regularly scheduled shift. The Company is exonerated from any responsibility for those who do not pay back shift trades. Trades cannot cause any additional overtime above that which the employee already has built into their normal pay period. Captain may trade with Acting Captain, provided that when Captain is working the Firefighter position for that particular trade, they get paid at the rate of the Firefighter Step 2.

Article 37 - Drug and Alcohol Policy

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

Accordingly, the Company's Drug and Substance Abuse Policy is incorporated into this Agreement by reference and is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination.

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.

Although not all inclusive, examples of illegal drugs include controlled substances, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). This excludes use of controlled substances pursuant to a valid prescription or other uses authorized by law.

Drug testing will be accomplished at an approved drug testing facility and results will be reviewed by a licensed physician. The licensed physician will discuss all positive testing with the employee to determine if the positive result could have resulted from legally prescribed medication. The Company will provide a copy of the results to the employee.

The frequency and percentage of random screening shall be determined by the Company, but in any event shall be reasonable. Should the Union believe the frequency or percentage of random screening is not reasonable, upon notice the Company and Union shall meet to agree upon the reasonable parameters of such screening.

Article 38 - Appendices & Amendments

All appendices and amendments to this agreement shall be numbered (or lettered), dated, and signed by the Company's and the Union's authorized representative.

Joint notifications shall be made in writing by the Company and the Union regarding who the authorized personnel are and kept current through revised correspondence. A copy of all appendices and amendments shall be provided to the Union within five (5) working days following signature(s).

Article 39 - Successors and Assignees

This agreement shall be binding upon the successors and assignee of the parties hereto until its expiration or until it is changed by mutual agreement of the parties. All successors to this contract, during the term of this agreement, shall maintain the current Union personnel with seniority rights as set forth in the terms and conditions of this agreement.

Article 40 - Legality

Should any provision or provisions of this agreement, or any applications thereof, become unlawful by virtue of any federal or state law, or Executive Order of the President of the United States, pursuant to law or final adjudication of any court of competent jurisdiction, the provision or application of this agreement shall be modified in compliance with the law, order, or final adjudication, but in all other aspects the provisions of this agreement shall continue in full force and effect for this life thereof.

Article 41 - Complete Agreement

The parties acknowledge that during negotiations, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this agreement even though such subject matter was no within their knowledge at the time this agreement was negotiated; however, nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope or representation during the term of this agreement.

In the event of a conflict between the CBA and the Company's SOPs/SOGs, and any other procedures of the Company, the CBA will supersede those documents.

Article 42 - Strikes and Lockouts

So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Company and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Any employee who violates the proscriptions of this provision will be subject to disciplinary action, to include termination. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

During the life of this Agreement, the Company shall not lockout any employees covered hereunder.

Article 43 - Separability of the Contract

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

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

Article 44 – Duration

Unless otherwise provided herein, this Agreement becomes effective on October 1, 2024 for economic terms and upon its execution for all other terms. The Agreement shall continue in full force and effect until midnight September 30, 2027. The Company and Association, by mutual consent, can modify or amend this Agreement.

The parties initially entered into an Agreement that covered the period from October 1, 2024 through September 30, 2027. However, if the agreement is made after October 1st all compensation will be retroactive to the effective date.

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

Signature of Parties

WITNESS WHEREOF, the Company and the Association have caused this Agreement to be signed on 05/18/2026 (date), by their duly authorized representatives at the Jet Propulsion Laboratory Fire Department.

For: Fiore Industries, Inc.

Nizar Jabara, Chief People & Administrative Officer **Date:** 5/18/2026

Edgar Monzon, Project Manager **Date:** 05-18-2026

For: IAFF – Local I-0094

Steven Cueto, President **Date:** 5·18·26

Robert Franco, Vice President **Date:** 5/18/26

Julian Leyva, Secretary/Treasurer **Date:** 5/18/26