



# **Collective Bargaining Agreement**

**AGREEMENT BETWEEN**

**FIORE INDUSTRIES, INC.**

**AND**

**INTERNATIONAL UNION, SECURITY, POLICE**

**AND FIRE PROFESSIONALS OF AMERICA**

**(SPFPA)**

**AND**

**ITS**

**AMALGAMATED LOCAL No. 6**

**NASA DEEP SPACE COMMUNICATIONS**

**COMPLEX, FT IRWIN, CA**

**November 1, 2025, through October 31, 2028**

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## **PREAMBLE**

This Agreement is entered into by and between **Fiore Industries, Inc.** hereinafter referred to as "Fiore" or "Company" or the "Employer" for its operations at the NASA Goldstone Deep Space Communications Complex at Ft Irwin, CA., and International Union, Security, Police and Fire Professionals of America ("SPFPA") and its Local No. 6, hereinafter referred to as the "Union," as the sole and exclusive representative for collective bargaining of the employees covered by the Agreement. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, and other conditions of employment.

Whenever the words "employee" or "employees" are used in this Agreement, such language shall designate only such employees covered by this Agreement. When the words "he" or "his" are used, it is understood that the female gender is included.

Any past practices of the Employer or any predecessor employer, not merged into this Agreement, shall be considered null and void.

## **ARTICLE 1 MANAGEMENT RIGHT**

**1.1:** Management of the business and the direction of the workforce are vested exclusively with the Employer. These rights include, but are not limited to the right to:

- a) Determine the scope and nature of its business operations;
- b) Discipline, suspend, and discharge employees;
- c) Manage and direct the workforce;
- d) Increase or reduce the workforce (including lay-off);
- e) Assign, promote, or demote employees;
- f) Revise conditions of employment, including licensure, qualifications, and training requirements as necessary;
- g) Establish policies, procedures, rules, and other regulations not inconsistent with this Agreement;
- h) Determine and make work assignments as it deems operationally appropriate;
- i) Enact attendance, drug & alcohol testing, work rules, and other regulations;
- j) Determine the number of employees; number and length of shifts; shift starting/ending times, and assignment of overtime;
- k) Establish and eliminate job classifications; and
- l) Establish and adjust shift schedules, including shift start and end times, as necessary.

**1.2:** This statement of Management Rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein. The right of the Employer to make and revise policies, rules, and regulations as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and to the employees is recognized and preserved.

**1.3:** The Employer shall provide advance written notice to the Union of any employee training/qualification changes as mandated by its client, or as determined by the Employer. In addition, advance written notice shall be served upon the Union of any changes to Employer policy or procedure.

## **ARTICLE 2 RECOGNITION**

**2.1:** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time Armed and Unarmed Security Officers (as certified by the NLRB on May 31, 2016, Case 31-RC-174481), performing guard duties as defined in section 9(b)(3) of the National Labor Relations Act, employed by **Fiore at** Goldstone Road, Fort Irwin, CA 92310, excluding other employees, office clerical employees, professional employees and supervisors as defined by the Act.

**2.2:** This recognition of the Union only applies to the extent the work is being performed pursuant to the Employer's contract with its client.

## **ARTICLE 3 STRIKES & LOCKOUTS**

**3.1:** Since the Employer is responsible for continuous, uninterrupted, and efficient twenty-four (24) hours per day security service, and in accordance with the no-strike-no-lockout pledge requested by Presidential Executive Order 10946 concerning Federal Government and Missile Sites, the Union and the employees are to perform loyal and efficient work and service on a continuous, uninterrupted basis. Accordingly, the Union and Employer agree that there shall be no strikes, boycotts, sympathy strikes, lockouts, or any interference whatsoever during the life of this Agreement and that in the event differences or disputes shall arise between the Employer or the Union and its' members as to the meaning and application of this Agreement or should any trouble of any kind arise, there shall be no suspension of work in any manner whatsoever by the employees on account of any such differences.

**3.2:** In the event of a strike, picketing or other conduct prohibited by this provision, the Union shall within twenty-four (24) hours of a request by the Employer, take the following actions: Publicly disavow such actions by employees;

- a) Notify employees that such actions are not authorized by the Union and instruct such employees to cease and desist from further conduct prohibited by this Agreement;
- b) Instruct employees to return to work immediately; and
- c) Post notices on Union bulletin boards: (1) advising employees that such conduct is prohibited by this Agreement, (2) instructing employees to cease and desist from continuing such conduct, and (3) instructing employees to return to work immediately.

**3.3:** In the event of any strike or other proscribed activity, the employer has the right to suspend the grievance and arbitration procedure of this Agreement until the activity has fully ceased.

**3.4:** The parties recognize the right of the Employer to take disciplinary action, including discharge, against any employee who participates in any conduct prohibited by this Article, whether such action is taken against all of the participants or against only a selected participant.

## **ARTICLE 4 LIMITATIONS ON UNION ACTIVITIES**

**4.1:** There shall be no union meetings conducted on Client property during working hours. There shall likewise be no distribution of Union literature on Client property.

**4.2 :** There shall be no solicitation of members for union or non-Employer matters during working hours or on Client property.

**4.3:** The union shall be solely responsible for the distribution of this and any successive Agreements' and/or modifications to its membership.

**4.4:** The Union will keep the Employer advised, in writing, of the identity of shop stewards and their alternates, as well as the identity of local Union officials. Only those employees named by the Union as currently holding any of the above positions will be recognized by the Employer as representing the Union.

**4.5:** Any request for access to the facility shall be subject to normal access procedures as set forth by the Client.

**4.6:** There shall be no compensation provided for employees engaging in any type of Union activities, including but not limited to:

- a) contract negotiations;
- b) grievance meetings;
- c) union meetings, etc.;

**4.7:** With Client approval, the Union shall be provided space for a Union provided bulletin board. The bulletin board may only be used by the Union for the posting of official notices to the members of the bargaining unit. At any time, the Employer may review the bulletin board. Derogatory or offensive comments or messages may be removed by the Employer.

## **ARTICLE 5 PHYSICAL & PSYCHOLOGICAL EXAMINATIONS**

**5.1:** Employees shall be examined and certified annually by a physician that they are physically capable of performing assigned security guard duties, including carrying a firearm. This certification will be completed by a licensed physician designated and paid for by the Employer. This examination will include a fitness for duty determination.

**5.2:** Employees will be paid at their regular rate of pay for time actually spent taking any psychological and/or physical examination.

## **ARTICLE 6 DISCIPLINARY ACTION**

**6.1:** Disciplinary action may be taken by the Employer for just cause, including but not limited to, violation of rules and/or regulations. Normally, the Employer shall use progressive discipline as outlined in the Employer's disciplinary policy which is subject to change from time to time. Should any change occur, the Company shall provide notice of such change to the union at least fourteen (14) calendar days prior to implementation.

**6.2: Progressive discipline normally consists of:**

- a) Verbal warning;
- b) Written warning;
- c) Suspension w/o pay; and
- d) Termination of employment.

Some acts of misconduct or violation of policy/procedure may be so egregious that suspension or termination of employment may be warranted on the first occasion.

**6.3: While not all inclusive, the following are representative of infractions that may result in the immediate dismissal from employment:**

- a) Refusal to work or follow instructions;
- b) Insubordination; to a manager or supervisor
- c) Engaging in threats or acts of violence during working hours or on customer or Company property;
- d) Intoxication on the job or reporting to work in an impaired state (This applies to alcohol, drugs, or any substance that alters perception or awareness and that inhibits normal human response to include prescription medication unless prescribed by the Employees physician and the employee advises the Employer of the prescription. The employer has the authority to consult with a physician to determine the ability for the employee to safely perform the duties as required while the employee is taking the prescribed medication. Should the physician, determine it is unsafe for the employee to perform the duties as required, the employer shall make accommodation or remove the employee as necessary from the schedule until such time as the employee can meet the duty requirements);
- e) Theft, dishonesty, fraud, or bribery;
- f) Removing or borrowing customer or Company property without prior authorization;
- g) Unauthorized taking, reproduction, and/or distribution of customer or Company "Confidential Material";
- h) Willful or reckless destruction of customer or Company property;
- i) Unauthorized use of Company cell phones, televisions, computers, and tablets, DVDs, recorders, or other devices;
- j) Unauthorized or careless use of firearms or other weapons;
- k) Prohibited harassment, (including sexual or discriminatory) of employees, customer employees or members of the public in violation of the Company's Equal Opportunity and Harassment policies;
- l) Horseplay or any other activity with potentially serious consequences such as personal injury or property damage;
- m) No call, no show absence(s);
- n) Excessive unexcused absenteeism, lateness, or time away from the workstation and unauthorized absence from assigned work area;
- o) Job performance that is unacceptable;
- p) Conviction of or pleading guilty to any criminal act which is job related and the Company has a business necessity to take disciplinary action regarding;
- q) Failure to report immediately an arrest or conviction to your supervisor;
- r) Falsification or fraudulent alteration of any Company or customer-provided document or record;
- s) Sleeping or inattentiveness while on duty;

- t) Unlawful conduct off the work premises or during nonworking hours which affects the Company's property, reputation, or goodwill in the community;
- u) Aiding a competitor or any other act that intends to inflict injury to the Company or the Company's customers;
- v) Any other reason that the Company determines, in its sole discretion, warrants termination; and
- w) Failure to cooperate in quality assurance and safety inspections or other investigations conducted by the Employer, Government, and/or Client.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**7.1 :** A grievance for the purpose of the Agreement shall be defined as an alleged violation involving the interpretation or application of a specific provision or provisions of this Agreement. Time limits may be extended only upon mutual written consent. Both parties agree that grievances are to be dealt with as expeditiously and efficiently as possible.

**7.2 :** Any grievance involving termination of employment shall commence at Step 3 provided that the grievance is filed within ten (10) working days after the grievant has knowledge or should have had knowledge of the dispute giving rise to the grievance.

**7.3 :** It is expressly understood that any grievance shall be considered null and void if not filed with the Employer in strict accordance with the time limitations as set forth in this Article. Failure of the Employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure.

**7.4 :** A decision of the Company to discharge, or otherwise not retain an employee based on the U.S. Government's or any of its Officials' determination that an employee is unacceptable to the Government to perform service on the contract, irrespective of the reason the individual is determined to be unacceptable to perform services is not subject to grievance or arbitration process. In the event of a termination, evidence of the Government's determination shall be provided to the employee upon request, and with approval by the Government to provide. Should the Government deny permission to share a written request of removal of a bargaining unit member, a document signed by the Company attesting to the existence of such letter is acceptable and shall include a summary of the removal letter.

**7.5 :** Grievance Steps:

### **Step One:**

An employee may either alone, or with his/her Steward, request a meeting with his/her immediate **Supervisor** to discuss a complaint within ten (10) working days after the grievant has knowledge or should have had knowledge of the dispute giving rise to the grievance.

The **Supervisor** shall give his/her decision within ten (10) working days of the Step One meeting.

Any grievance referred to Step Two or Three shall be in writing and signed by the affected employee. Grievances shall include the following:

- a) The date the grievance was filed with the employer;
- b) Name of the employee;
- c) The facts upon which the grievance is based (i.e., what occurred, who was involved, when and where it occurred), and explain how the Union investigated the facts and validity of the grievance;
- d) Reference the section of the Agreement alleged to have been violated; and
- e) The remedy sought.

### **Step Two:**

If a grievance is not resolved at Step One, the grievance shall be reduced to writing within ten (10) working days and given to the **Program Manager**. As an alternative to Step One, a grievance may start with Step Two by being filed in writing within ten (10) working days after the grievant has knowledge or should have had knowledge of the dispute-giving rise to the grievance.

The grievant, the steward, and the **Program Manager** shall meet within ten (10) working days after receipt of the written grievance to resolve the issue. Such meeting maybe be held telephonically. The **Program Manager** shall give the Employer decision in writing within ten (10) working days of the Step Two meeting to the grievant. A copy will be provided to the Steward and Union Representative

If the grievance has not been resolved to the satisfaction of both parties, it may then proceed to Step Three.

### **Step Three:**

If the grievance is not resolved at Step Two, the grievance may be forwarded within ten (10) working days after receiving the written decision from Step Two to the Employer's Director of Labor Relations or designee by the Steward, or Union Representative.

The Director of Labor Relations or designee shall meet with the Steward, Grievant, and the Union Representative within ten (10) working days after receipt of the written grievance in an attempt to resolve the issue. This meeting shall be held telephonically if desired by any party. The Employer Representative shall give the Employer decision in writing within ten (10) working days of the Step Three meeting. A copy will be provided to the Steward and Union Representative.

7.6 In the event the parties are unable to resolve the dispute, within ten (10) working days from the date the Step 3 response was received, they may agree to attempt to settle the matter through non-binding mediation. To move to mediation both parties must mutually agree. Without mutual agreement, the matter of mediation the matter may move to binding arbitration as per Article 8 below. The moving party shall be responsible for obtaining a mediator through the Federal Mediation and Conciliation Service ("FMCS"). The parties agree to split the cost of the mediation, if any. Otherwise, the parties will bear their own costs and fees associated with mediation.

## **ARTICLE 8 ARBITRATION**

**8.1:** If a grievance is not settled at Step 3 of the grievance procedure, or through non-binding mediation as described in article 7.7, the matter may be referred in writing to arbitration. The party demanding arbitration shall provide written notice to the other party. The request for referral to arbitration shall be made within twenty (20) days of receipt of the written decision from Step Three. Time limits may be extended upon only by mutual written consent.

**8.2:** The party moving the matter to arbitration shall be responsible for notifying the Federal Mediation and Conciliation Service (FMCS) of such action and shall be responsible for requesting a panel of seven (7) arbitrators to strike from, as well as any associated costs. A copy of this request will be sent to the other party. Such request must occur within five (5) business days from the date notice is provided in Section 8.1. An arbitrator will be selected from the list supplied by the FMCS, with the parties alternately striking from the list until one name remains; this individual will be the arbitrator to hear the case. The parties shall mutually agree to a date and time to strike; however, such time shall not exceed ten (10) business days from the date the parties receive the Arbitration panel as described in this Section. The party requesting arbitration shall strike first. Either party shall have a one (1) time right to reject a panel. The party rejecting a panel shall bear the cost, if any, of acquiring an additional panel.

**8.3:** The Arbitrator shall have jurisdiction and authority to only apply and interpret the provisions of this Agreement. It is understood and agreed to by the Union and the Employer that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator is permitted to weigh evidence to determine if the action taken is supported by just cause pursuant to the CBA, policies of the Employer and applicable State and Federal law. The arbitrator is not permitted to substitute their own judgment in making a decision which would be contrary to the CBA, policies of the Employer, State, or Federal law.

The Arbitrator's award shall be made in writing and shall be rendered within ninety (90) calendar days after the close of the proceedings.

Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the event by which the grievance was filed and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment and other income received). The employee must demonstrate his good faith attempts to secure interim earnings. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

**8.4:** The expenses of the arbitrator and hearing room, if required, shall be borne equally by the Union and the Employer. Each party shall bear the expense of its own representative, witnesses, and other preparation and presentation expenses.

**8.5:** Disputes, which include claims for back pay, shall be valid back to the date the incident occurred. The Arbitrator must deduct all interim earnings in making a monetary award for any claimed back wages, and the employee must demonstrate his good faith attempts to secure interim earnings. No settlement of any grievance shall be deemed a precedent or be admissible in any arbitration proceedings.

## **ARTICLE 9 SENIORITY**

**9.1:** Seniority shall be defined as the employee's length of continuous service within NASA Goldstone Deep Space Communications Complex. Ft Irwin, California regardless of employer. Employees shall continue to accrue seniority while on approved leave of absence. Provided that the employee is qualified to perform the work, and in accordance with the following Sections of this Article, the most senior employee shall have the right of first refusal, priority, or otherwise prevail in the event of regular openings, layoffs, reductions in staff, reductions in hours, assignment of overtime, shift scheduling, vacation scheduling, and the scheduling of work on holidays.

**9.2:** The last four (4) digits (lowest) of the affected employee's social security number will establish seniority for employees with a common hire date, except as provided elsewhere within this Agreement.

**9.3:** Full-time employees who voluntarily request to move to part-time will be placed at the bottom of the part-time seniority list or recall list.

**9.4:** An employee's seniority shall be terminated upon the occurrence of any of the following events:

- a) Discharged from employment;
- b) Voluntary resignation;
- c) Has been on layoff status for 180 continuous days;
- d) Client or Government directed removal from contract;
- e) **Is absent from work for two (2) consecutively scheduled workdays without notifying the Employer or fails to return to work from an approved leave of absence, unless due to conditions beyond the employee's control.**

## **ARTICLE 10 LEAVE OF ABSENCE**

**10.1 :** Any request for a leave of absence ("LOA") shall be granted at the discretion of the Employer and, if appropriate, consistent with applicable federal and state laws. The Employer reserves the right to request from an employee documentary proof of the conditions necessitating any LOA, of three (3) or more consecutive day's absence. Misrepresentation of the facts on which the basis a LOA was granted shall constitute grounds for termination of employment. If approved, employees must use any and all accrued vacation and/or sick leave concurrently with the inclusive date(s) of the LOA.

**10.2:** non-probationary employees may be eligible for the following unpaid LOA in accordance with the procedures set forth below. Any request for LOA shall be submitted in writing, consistent with Employer policy, but not less than two (2) weeks prior to the effective date of said leave, when possible. Upon receipt of such request, the Employer will respond to the employee in writing either approving or disapproving the leave.

**a) Military Leave of Absence:**

- i. Employees who are members of the United States Armed Forces, Reserve Forces, or National Guardsmen will follow all terms and conditions of Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee will be given a leave of absence for and will accumulate seniority during such periods of service. Employees ordered to military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with USERRA. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service;
- ii. Employees in the Reserve or National Guard, who are required for training, will provide the Employer a written notice ten (10) days in advance of the scheduled training dates. The notice will include address and telephone number where employee can be reached during such training;
- iii. Employees called to active military duty for a term of thirty (30) days or more shall not accrue vacation days for the period of military service, as they accrue vacation time while on active duty;
- iv. Any employee called for military duty must furnish the Employer with a copy of his orders immediately upon receipt of such orders;
- v. Any employee who enlists in the Armed forces for active duty shall be granted a leave of absence for the initial period of the first enlistment; and
- vi. Upon termination from active military service, an employee who wishes to return to employment with the Employer must contact the Project Manager within ninety (90) days from the date of military separation unless a longer period is allowed by law.

**b) Family Medical Leave (FMLA)**

- i. The Employer shall comply with the provisions of applicable state and federal family leave laws, including the Family Medical Leave Act ("FMLA"). The Employer will apply its corporate-wide FMLA policy as changed and amended from time to time, to the bargaining unit.
- ii. The Employer requires a minimum of fifteen (15) days prior written notice of the employee's intent to return to work. Before returning to work, the employee must be certified as physically able to perform the essential functions of their job without restriction(s). If there are restrictions, the Employer will make good faith efforts to provide reasonable accommodations for the stated restriction(s) within the boundaries of its contract with the Client. Before returning, the employee will be required to meet all qualifications required for their job classification.

**10.3** Any alleged violations of the above Sections Section (10.2(a) Military Leave of Absence and 10.2(b) FMLA) shall be adjudicated by the Agency charged with enforcing the law/statute/ordinance/regulation allegedly breached and such alleged violations are not subject to the Arbitration process under this agreement, however they are subject to the grievance process in this agreement.

**10.4:** The Employer reserves the right to subject any employee returning from any LOA to a physical examination, drug test, background check, as well as any other requirement(s) as specified by the Client. Any employee, who whose qualifications, certifications, and/or any requirement to perform work under the terms of the Employers contract with its Client have expired, will not be allowed to return to work until the matter is resolved.

**10.5:** Any employee granted a LOA shall be responsible for continuation of any premium payments for insurance coverage's, as allowed by law, for the duration of the absence. In the event premium payments are not received, the Employer reserves the right to discontinue; elected coverage's and offer alternative options for the affected employee.

## **ARTICLE 11 PROBATIONARY PERIOD**

**11.1:** During the first 120 days of employment, all employees are considered to be probationary, meaning in part that they are subject to discipline, up to and including termination of employment without recourse to the Grievance or Arbitration processes of this Agreement. During the probationary period, employees will be evaluated on their work performance, attendance, and other job-related qualifications. The Employer shall not be bound to provide any justification for terminating an employee prior to completion of the probationary period.

**11.2:** Upon successful completion of their probationary period, an employee shall be considered a regular employee and shall accrue seniority from the date of his hire.

## **ARTICLE 12 HOLIDAYS**

**12.1:** Full-time employees will be paid straight-time pay of eight (8) hours for each of the **eleven (11)** following holidays:

|                            |                        |                         |                   |
|----------------------------|------------------------|-------------------------|-------------------|
| New Year's Day             | Martin Luther King Day | Washington Birthday     | Memorial Day      |
| <b>Juneteenth</b>          | Independence Day       | Labor Day               | Thanksgiving Day  |
| Day After Thanksgiving Day | Christmas Day          | Day After Christmas Day | <b>LEFT BLANK</b> |

**12.2:** Full-time employees required to work on any of those holidays listed in 12.1 above shall receive their regular rate of pay for all hours worked on the holiday plus 8 hours of holiday pay at straight time. Part-time employees required to work on any of these holidays shall receive their regular rate of pay for all hours worked on the holiday and will be paid pro-rated holiday pay as per item 12.5 below.

**12.3:** In order to be eligible for holiday pay, an employee must be on active pay status during the workweek in which the holiday falls and must have worked his last scheduled workday prior to and his next scheduled workday after such holiday. Employees on a leave of absence with or without pay, suspension, administrative leave, military leave, short/long term disability, or worker's compensation shall not be entitled to holiday pay.

**12.4:** Part-time employees earn holiday pay on a pro-rata basis based on the number of hours worked in the pay period immediately preceding the holiday. This pro-rata rate is the total hours worked in the pay period divided by 80.

**12.5:** All holidays will be designated and observed on the day observed by the Client.

**12.6:** Hours paid, but not worked, under this Article shall not be considered for the purposes of computing overtime.

## **ARTICLE 13 VACATION**

**13.1:** Full-time, non-probationary employees shall accrue vacation based on the number of hours worked in the schedule below:

| <b>1-4 Years</b> | <b>5-12 Years</b> | <b>13+ Years</b> |
|------------------|-------------------|------------------|
| 80 hours         | 120 hours         | 160 hours        |

**13.2:** Part-time employees shall receive pro-rata paid time off based on hours worked in the preceding anniversary year of employment.

**13.2:** Vacation will be awarded annually on the employee's anniversary date of employment.: Employees will not **receive vacation nor** be eligible to use vacation until after their first anniversary date of employment.

**13.3:** Accrued and unused Vacation hours shall not be carried over from year to year. Any unused vacation will be paid out to the employee after their anniversary date of hire. A full-time employee who has completed one (1) year of service shall be paid for his accrued vacation upon termination of employment.

**13.4:** Vacation preferences shall be submitted to the Employer for approval and senior employees shall have vacation preference for requests submitted on the same day for the same paid time off period. The Employer reserves the right to disapprove any vacation request.

**13.5:** Vacation requests must be submitted in writing to management no later than the 15<sup>th</sup> of each month prior to the first day of vacation requested. The Employer shall reply to any request for vacation within seven (7) calendar days of receiving the request from the employee.

**13.6:** Employees must use no less than 40 hours of vacation per anniversary year.

**13.7:** There shall be no carryover of vacation from year to year. Employees shall be paid for any accrued and unused vacation upon termination of employment or after their anniversary date of hire.

**13.8:** Hours paid under this article shall not be considered as hours worked for the purposes of computing overtime.

## **ARTICLE 14 SICK LEAVE**

**14.1:** Paid sick leave is administered in accordance with the Employer's policy, which shall be consistent with Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors. Employees may earn up to a maximum of fifty-six (56) hours of paid sick leave per full government contract year. Hours shall accrue at the rate of one (1) hour for every thirty (30) hours **worked. Paid sick leave may be used for the following reasons (1) For Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or employee family member, (2) For an employee who is a victim or whose family member is a victim of a qualifying act of violence as defined by California law: and (3) To seek ,obtain or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent. Moreover, sick leave may also be used for reasons under California law including reasons set forth in Labor Code 245.5 (c) and Labor Code 246.5 (a) or as otherwise required by law.**

Sick Leave may be taken in one (1) hour increments. An employee's request to use paid sick leave may be made orally or in writing and must be confirmed by a supervisor. A leave request must be made at least seven (7) calendar days in advance when the need for the leave is foreseeable or otherwise as soon as practicable.

If the need to use paid sick leave is unforeseeable, such as an unanticipated illness or injury, the affected employee must notify his or her supervisor of the inability to work no later than two (2) hours prior to their starting time.

Unused and accrued paid sick leave exceeding 56 hours shall be cashed out at the end of each government contract year, when the Employer's contract with the government ends, or when the employment of an employee with the Employer ends, whichever occurs first. Any hours cashed out shall be paid at the hourly base rate, excluding Health and Welfare money as described Article 26, of the employee on the date of cash out.

Hours paid under this Article are not considered as time worked for the purpose of computing overtime.

**14.2:** An employee who foresees that they will be absent due to anticipated medical reasons (including dental and medical examinations) must provide the Company seven days' notice of his/her anticipated absence (or if seven days' notice is not practical then as soon as possible), regardless of the length of the anticipated absence and regardless of whether the employee seeks pay for the absence. Failure to do so will result in discipline up to and including discharge. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.

**14.3:** An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive work days **may** be required to provide to the Contract Manager a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work, in a form to be provided by the Company.

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 selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this Section, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

Any Employee taking leave under FMLA must use any accrued vacation time while on FMLA leave. At no time shall any leave be unpaid if an employee has accrued vacation.

**14.4 :** Except as otherwise provided in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically provided in this Article, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

## **ARTICLE 15 HOURS OF WORK & POST VACANCIES**

**15.1 :** The standard workweek begins at 0001 hours **Monday** morning and ends at 2400 hours the following **Sunday**. A pay period shall consist of two (2) workweeks.

**15.2 :** The standard workday shall be 24 hours, beginning at 0001 hours and ending 24 hours later.

**15.3 :** For the efficient operation of the Employer's business, special shifts to cover mission requirements and temporary special shifts may be established from time to time. Time permitting; the Employer will notify the Union when special shifts are required.

**15.4 :** Nothing in this Article or Agreement shall be construed as a guarantee of any number of hours of work per day or per week.

**15.5 :** The Employer reserves the right to change duty hours and schedules. The Employer shall provide as much notice as possible of any such changes.

**15.6 :** In the event of a post vacancy, the Employer shall post the available position for a period of seven (7) calendar days. Interested employees shall bid on the post. Once the bid period has ended, the Project Manager shall fill the post with the senior employee who placed a bid. Once the employee has accepted the post, they shall remain in the assignment for a period of not less than one (1) year. Should the filling of the vacancy create another vacancy, that vacancy shall be filled in the same manner and so on. There shall be a shift bid conducted within 30 days after the effective date of this Agreement. Shifts shall be awarded based on employee preference and seniority.

15.7 : To assure familiarity of duties on all shifts, employees may be required to work a full workweek on a shift other than their regularly assigned shift per quarter. In assuring this change in schedule, each employee with therefore in a 6-month period, work at least one week on each of the two shifts they are not regularly assigned. As an example, an employee regularly assigned the day shift, would be required to work one week between October 1, and December 31, on the swing shift. The employee would then be required to work one week on the graveyard shift between January 1, and March 31. The rotation of one week of work would then begin again on April 1 to June 30, etc.

- a) The company will attempt post a schedule of the one-week shift rotation at the beginning of each quarter, but in no case shall an employee be given less than 60 days' notice.
- b) An employee may not take submit a request for vacation time for the one-week period of rotation once the employee has been notified of the period they will be assigned to rotate.
- c) an employee is required to work the full typical workweek for the rotation. Should the employee not work the full work week during the rotation, the company may schedule the employee again, for a week rotation, to assure the employee meets the requirements of this article. The company reserves the right to continue to schedule the employee for a full workweek, until the employee completes one full consecutive week of duty on the rotated shift.
- d) The parties agree to meet if requested by either party to review this article after the end of the first quarter of rotation in January 2020 to review the article and adjust as necessary.

15.8 Employees who are required to travel outside of their normal commuting distance in order to fulfill an Employer obligation (i.e., travel to Jet Propulsion Laboratory for issuance of required credentials and the like) shall be compensated for hours spent while travelling. When able, the employer shall provide a vehicle for use by an employee(s). In such instances in which the employer has a vehicle available for use to the employee(s) and the employee elects, to not use the vehicle, the employee shall not be entitled to any monies as listed in sub-section 15.7. An employee utilizing a company or government owned vehicle shall be paid their regular rate of pay for the time incurred while driving the provided vehicle to and from any duty/training directed by the employer.

15.9 : Should an employee be required to utilize their personally owned vehicle as defined in sub-section 15.6; the employee shall also be reimbursed mileage in accordance with the GSA schedule. Mileage shall be calculated from the employee's residence, minus their normal commute to NASA Goldstone.

15.10 : Nothing contained in this Agreement shall be construed as a limitation upon the Employer's right to schedule more or less hours or work per day or per week, as the operations of the business require.

15.11 A full-time employee shall be defined as an employee normally scheduled to work 32 hours in a workweek. **Part-time employees will be scheduled by the company for work based on operational and business needs. In order to remain an employee, a part-time employees must work at least 16 hours per month unless on a company authorized leave of absence** However, nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week.

## ARTICLE 16 CONDUCT

16.1 : Employees shall not engage in conduct, while on or off-duty, which may raise questions as to the Employer's honesty, impartiality, reputation, or otherwise cause embarrassment to the Employer.

**16.2:** Although not all inclusive, employees shall:

- a) Perform the duties of their assigned post or positions;
- b) Remain alert and awake at all times;
- c) Not read while on duty except material furnished in connection with the performance of their job;
- d) Not conduct any outside business at the worksite or while in the Employer's uniform;
- e) Not conduct Union activity off the work site while in uniform.
- f) Not accept gifts or gratuities from anyone for any reason;
- g) Not use the telephone, cell phone, computers, email, text messaging, etc. for personal use during working time or for unauthorized purposes;
- h) Not smoke or use any type of tobacco product while in the performance of duties. This includes the use of electronic cigarettes and similar items.
- i) Not use threatening or abusive language;
- j) Not be discourteous or disrespectful to any customer or member of the public while on duty;
- k) Work in a cooperative manner with management/supervision, co-workers, customers, and vendors;
- l) Comply with all applicable laws, rules, and regulations; and
- m) Report any illegal or unethical conduct to management immediately.

**16.3:** Employees who engage in conduct as outlined above shall be subject to disciplinary action in accordance with Article 6 of this Agreement.

## **ARTICLE 17 EQUAL OPPORTUNITY**

**17.1 :** 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. Neither party shall discriminate against any employee or applicant for employment because of **actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender ( including pregnancy, child birth, related medical conditions and lactation) gender identity or gender expression ( including transgender status), sexual orientation, marital status military service and veteran status, disability, protected medical condition as defined by California or local law, genetic information, or any other characteristic protected by applicable federal, California, or local laws and ordinances or combination of protected categories.**

**17.2** The Employer and Union shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(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.

**17.3** Any alleged violations of this Article (Article 17, Equal Opportunity) shall be adjudicated by the Agency charged with enforcing the law/statute/ordinance/regulation allegedly breached and such alleged violations are not subject to the Arbitration process under this agreement, however they are subject to the grievance process in this agreement.

## ARTICLE 18 WAGES

**18.1 :** The following hourly rate of pay shall be effective on the first full pay period which begins after the dates indicated below, retroactive to the actual date listed, and thereafter for current employees covered by this Agreement:

| Classification                | Current Rate   | April 1 2026 | October 1, 2026 | October 1, 2027 | October 1, 2028 |
|-------------------------------|----------------|--------------|-----------------|-----------------|-----------------|
| <b>Armed Security Officer</b> | <b>\$23.84</b> | <b>26.50</b> | <b>\$30.00</b>  | <b>\$31.50</b>  | <b>\$33.00</b>  |
| <b>*Lead Officer</b>          | <b>\$25.03</b> | <b>27.83</b> | <b>\$31.50</b>  | <b>\$33.00</b>  | <b>\$34.65</b>  |

\*Lead – Lead pay is for hours worked actually in a Lead position. The Employer has the sole discretion to use, or not use the lead position.

**Effective October 1 2026, Non-FAA certified security Officers will earn \$ 1.00 less than the Armed Security officers wage rate as long as they are a non-FAA certified security officer.  
If a non-FAA certified security officer fails to earn their FAA certification within the required time frame set by the client the officer's employment will end.**

**18.2:** Employees shall be paid bi-weekly with Friday as the designated payday every two (2) weeks.

**18.3:** All employees shall be required to have electronic deposit for their paychecks **unless otherwise required by law**

**18.4:** Any bargaining unit employee who **is assigned by the company and** performs work **in a higher classification, the employee shall** receive the higher rate of pay for the hours worked.

**18.5:** Lead Officer shall perform the following duties:

- Be assigned as one of the roving patrols on each shift;
- Assist with compliance of Client and Employer policies and procedures and notify management of related issues or concerns;
- Perform post inspections and make on-the spot corrections, as needed.
- Document any failure to follow Client or Employer policies and procedures;
- Perform other duties as assigned by management;

**18.6 :** The Employer shall post open Lead Officer position(s) at the worksite. Employees shall have the ability to apply for these positions. However, the Employer has the right to also post these positions using outside resources and make the final hiring decision based on the best-qualified applicant.

## ARTICLE 19 JURY DUTY

**19.1 :** Full-time, non-probationary employees who serve jury duty shall be paid their regular hourly rate for eight (8) hours each day served not to exceed forty (40) hours per Contract year on jury duty and provided the time necessary to fulfill their commitment. Proof of service may be

requested by the employer. Should an employee fail to provide proof of service when requested, no monies shall be due the employee by the employer.

**19.2:** Hours paid under this Article shall not be considered as hours worked for the purposes of computing overtime.

## **ARTICLE 20 BEREAVEMENT LEAVE**

**20.1 : Employees who have been employed for at least 30 days may take bereavement leave up to five (5) unpaid days upon the death of a family member. For the purpose of this policy a family member includes a spouse or child, parent, sibling, grandparent, grandchild, domestic partner, step-child, step-brother/sister, step parents, or parent-in-law.**

**Bereavement leave need not be consecutive but must be completed within three months of the family members death.** Non-probationary employees shall be paid for up to three (3) days of the 5 days) per contract year in the event of the death of the employee father, father-in-law, mother, mother-in-law, spouse, child, brother, brother-in law, sister in-law, step-child, step-brother/sister, step parents, aunt, uncle.

**20.1 :** Payment for Bereavement Leave shall be at the employee's straight rate of pay. However, such pay shall be made only if the employee was otherwise scheduled to work on the dates requested. Employees may be required to provide documentation to substantiate the need for this leave.

**20.2:** Hours paid under this article shall not considered as hours worked for the purposes of computing overtime.

## **ARTICLE 21 INDIVIDUAL RELIABILITY PROGRAM**

**21.1:** All employees must be certified to work under the Employer's Individual Reliability Program ("IRP") as a condition of employment.

**21.2:** The use of any prescribed and/or over the counter medications, drugs, alcohol, or any substance that may hinder an employee's ability must be immediately reported to the immediate Supervisor prior to checking out a weapon and prior to the start of shift.

**21.3:** An employee who has been arrested, detained, or served a summons/citation for any reason must report the details of the incident to the Employer as soon as it is possible.

## **ARTICLE 22 TRAINING & LICENSES**

**22.1 :** Employees must successfully complete NASA Federal Arrest Authority ("FAA") Training as a condition of employment. FAA training re-certification is required every **one (1) year**.

**22.2 :** Employees must complete all weapons qualification requirements as established by Fiore and the client. If directed by Fiore employees shall possess a **valid** Security Guard License/Registration and Firearms Permit issued by the California Bureau of Security and Investigative Services (BSIS) to include compliance of regulations related to the BSIS license(s). A copy of the employees Security Guard License and Firearms Permit will **then** be provided to the Employer. It shall be the sole and exclusive responsibility of each employee to ensure their Guard

License and Firearms Permit remain current and that the Employer is provided copies of each. In addition, employees must successfully complete the NASA course of fire, in accordance with current directives.

The Employer shall reimburse non-probationary employees for the cost of their California State Security Guard License and Firearms Permit renewals paid to BSIS upon presentation of appropriate receipts. Employees electing to have the company reimburse them for the BSIS costs under this article agree to, and understand, they are therefore not permitted to work for another Security Company governed by the rules and regulations of California BSIS, unless such work has been pre-approved prior to submission for reimbursement.

Violations of this article will subject an employee to disciplinary action up to and including termination or reimbursement of costs, of the licenses at the company's discretion.

**22.3 :** Employees must possess and have in their possession while on duty a valid California driver's license during the duration of their employment. In the event an employee's driver's license is revoked for any reason, that employee shall be immediately removed from the contract.

**22.4 :** Employees shall be required to successfully pass a Physical Agility Test (PAT) in the Employer's contract with its Client. The Union shall be offered the opportunity to bargain the effects of this test as soon as the Employer is made aware of **any changed** standards and its incorporation.

**22.5 :** In the event an employee fails to successfully comply with any provisions of this Article, they shall be terminated from employment without recourse to the grievance and/or arbitration Article of this Agreement.

**22.6 :** Employees shall be compensated at their regular rate of pay for all time-spent on contract-required training. **When the training is not provided by the Company**, the time needed to complete the requirements of the BSIS training / certifications **is not paid by the Company**.

## **ARTICLE 23 UNIFORMS, EQUIPMENT, & APPEARANCE**

**23.1 :** The Employer shall provide all uniforms, accessories, and duty equipment. The Employer will replace any item(s) that become unserviceable due to fair wear and tear, or through no fault of the employee, at no cost to the employee. It is the responsibility of the employee to report for work in the correct uniform and with all required duty equipment.

**23.2 :** There shall be no deviations from the prescribed wear of uniforms and duty equipment, nor shall employees be permitted to wear any type of button, insignia, or other identifying badges not specifically prescribed by the Employer.

**23.3 :** Employees shall report for work clean, well groomed, and with a neat appearance, in accordance with local policy.

**23.4 :** Employees must be fit, uniformed, and equipped for duty. Specifically:

- a) Fit-for-duty means the employee is physically and mentally capable of performing his/her assigned duties;
- b) Uniformed-for-duty means the employee is wearing a serviceable, clean, and complete uniform of the day; and
- c) Equipped-for-duty means the employee is wearing a protective vest, is properly armed, is

in possession of all required credentials and driver's license, and otherwise equipped to perform his/her assigned duties.

**23.5:** Upon termination of employment, all company-issued uniforms, equipment, and identification badge shall be returned to the Company. This shall be equally applicable for any Client issued items. Returned clothing shall be cleaned and returned as it was given to the employee at the time of beginning employment with the Employer. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check as allowed by applicable law(s), if any.

## **ARTICLE 24 SAFETY**

**24.1:** Any employee injured during working hours must report the injury immediately to the on-duty Shift Captain during the same shift. Medical attention will be directed by the Shift Captain at no cost to the employee. Any employee injured during the course of a shift, which requires medical attention, shall be paid for all hours missed during that shift while seeking medical attention.

**24.2:** Any employee who is injured while performing scheduled work for the Employer and who is released from duty will receive pay for the shift involved and that day shall be counted as a whole day worked for the purposes of computing overtime pay.

**24.5:** Employees shall cooperate fully with any investigation arising from any on-duty injury, or allegation of an unsafe working condition.

**24.6:** Any employee who observes an unsafe act, condition, or circumstance shall immediately report the matter to the Employer.

## **ARTICLE 25 OVERTIME**

**25.1:** Section 1. **For employees working a non-alternative workweek schedule**, overtime shall be calculated as follows:

- a) 1.5 times an employee's regular rate of pay for all hours worked in excess of eight (8) hours and less than twelve (12) hours in any workday, and more than 40 hours per week, and for the first eight (8) hours on the seventh consecutive day of work in a workweek; and
- b) Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

Section 2. **The Company may institute an alternative work week (AWS) schedule, if needed, for operation and business needs. If the company institutes an alternative work week schedule, it will provide at least 30 business days in advance notice to the Union to bargain the effects of the new schedule.**

**25.2:** In the event of an emergency situation, no-call/ no-show, or a lack of scheduled employees, the Employer shall assign employees to work mandatory overtime in order to meet operational requirements. This includes but is not limited to the right to hold employee(s) over from the previous shift over to cover open posts and call employee(s) in early from the next shift.

**25.3 :** The Employer retains the right to assign supervisory personnel to work any open post(s) should a replacement employee not be available.

**25.4 :** An employee shall not have their regularly scheduled hours reduced in order to offset overtime previously worked.

**25.5** There shall be no pyramiding, duplication, or compounding of overtime payments for the same hours worked. These are the specific overtime rules employees are eligible for under this agreement Only hours actually worked by an employee shall be considered for purpose of computing overtime. Employees must receive prior, written or verbal, approval before they can work overtime (which could be met through the Company's scheduling software) from their supervisor/ manager

## **ARTICLE 26 HEALTH BENEFITS**

**26.1 :** The Employer will make Health and Welfare (H&W) payments to all employees on all compensated hours up to forty (40) hours per week to a maximum of 2,080 hours per calendar year excluding any sick or vacation hours cashed out in lieu of taking. The following hourly rate of pay shall be effective on the first full pay period which begins after the dates indicated below, retroactive to the actual date listed, and thereafter for employees covered by this Agreement: H&W rates shall be paid as follows:

| Current | October 1,<br>2026 | October 1,<br>2027 | October 1,<br>2028 |
|---------|--------------------|--------------------|--------------------|
| \$6.19  | \$6.29             | \$6.39             | \$6.49             |

- a) Non-probationary employees will be offered the Fiore Group Health Benefits Package. Enrollment in benefits is optional.
- b) In the event the premium rate(s) required by the elected coverage's of a employee are greater than the H&W allowance, the Employer shall deduct from the employee's wages the amounts necessary to meet the premium requirements. Any unused H&W allowance shall be paid to the employee as taxable income.
- c) Non-probationary employees may enroll eligible dependents in the benefits program.
- d) The actual costs of employee coverage(s) may change from year to year. Any changes will be conveyed to employees during the annual open enrollment period.

**26.2 :** Any increase in premium costs shall be conveyed to employees during Open Enrollment period.

**26.3 :** During the annual enrollment period, the Union may introduce their benefits and 401(k) Plans to employees. If the membership chooses to go with the Union sponsored plans, the parties shall meet and negotiate terms. Should the Employer agree to the change, all Employer sponsored Medical Plans and 401(k) program will cease to be offered and all employees will be covered under the Union sponsored plans. The entire workforce must participate in either plan. There may

only be one plan chosen (Employer or Union) each year during open enrollment.

### **ARTICLE 27 401(k) PLAN**

**27.1:** Employees are eligible to enroll in the Fiore Industries Inc. 401(k) ("Plan") and make contributions in accordance with the terms of the Plan, which may change from time to time or be terminated at the Employer's discretion. There shall be no matching Employer contribution.

**27.2 There is an automatic employee contribution of 3% after 45 days unless the employee elects a different amount or opts out of the automatic enrollment.**

**27.3 All terms and conditions are outlined in the plan document and are not subject to the Grievance or Arbitration provisions of this agreement.**

### **ARTICLE 28 ATTENDANCE**

**28.1:** Employees are expected to arrive for work at their required time(s), in the proper uniform and with all prescribed equipment.

**28.2:** An employee is considered to have resigned should he fail to report for scheduled duty for two (2) consecutive days without notifying the Employer of such absence, unless physically unable to do so.

**28.3** On-Duty Meal Periods. The employees and the Union agree and understand that it is impracticable to provide fully-relieved meal on a set schedule. The employees and the Union acknowledge and agree that, because of the nature of the specialized armed security work, and because of the duties assigned to such employees (including the possession of firearms and other dangerous weapons), and because of applicable laws regulating the possession of firearms, employees cannot usually be relieved of all duty in order to take an uninterrupted 30-minute meal period during a work shift. Employees will receive rest breaks as needed and as required by law and agree to an on-duty meal period. Both rest breaks and the on-duty meal period shall be paid. The purpose of this Section is to agree to the collective bargaining exemption under the California Labor Code and Wage Orders applicable to security officer meal and rest breaks and to invoke the exceptions to meal and rest break requirements set forth in Labor Code Sections 512(e) and 226.7(f).

**Arbitration Of All Meal Period And Rest Period Claims** - The Parties agree that the grievance and arbitration procedure set forth in Article 7 and 8 of this Agreement shall be the exclusive forum for resolution of any disputes concerning meal or rest period issues, regardless of whether the employee's claim would otherwise be one that could be brought under a federal law, such as the Fair Labor Standards Act, or under California or local laws, statutes, Labor Code provisions, California Business and Professions Code provisions, regulations or Industrial Welfare Commission Wage Orders. This includes, for example and not by way of limitation, any claims that an employee may wish to pursue under California Labor Code Sections 226.7, 512-516 or 2699 et. seq. For resolution of any disputes or claims concerning meal and/or rest period issues and premiums arising under State and/or Federal law under Article 7 and 8, an employee must file an individual grievance, follow the grievance steps and, if not settled, resolved or withdrawn, must proceed to arbitration. The parties agree that the fees and expenses of the Arbitrator shall be borne by the Company but the parties shall be responsible for their own expenses and attorney fees. Each party shall have the right to conduct discovery (including third-party subpoenas) adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. The arbitrator is authorized to issue third-party subpoenas and shall permit any form of discovery

available to the parties had the dispute been adjudicated in a court of competent jurisdiction. The arbitrator has authority to impose any remedy permitted by applicable State or Federal law including attorney's fees to the prevailing party, if authorized under the applicable statute. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award.

## **ARTICLE 29 LAYOFF & RECALL**

**29.1** In the event of a layoff or recall from layoff, bargaining unit seniority shall control, provided the senior employee is capable, and qualified to perform the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid first, followed by part-time employees, then full-time employees.

**29.2 :** Any employee who has been laid-off shall have callback rights for a period of 180 days.

**29.3 :** It is the responsibility of any laid-off employee to keep the Employer advised by certified mail of any changes in his mailing address or home phone number. The Employer shall be considered to have fulfilled its obligation for recall under this Section by sending notice of any recall to the affected employee's last known address by certified mail. The employee shall express to the Employer his intent to return to work not more than seventy-two (72) hours after receipt of certified notice from the Employer; thereafter, the employee will have a maximum of five (5) days in which to report for duty.

**29.4 :** Any employee recalled from layoff shall be required to meet all conditions of employment prior to full reinstatement. This includes but is not limited to completion of all required training, successful completion of physical and/or psychological examination, drug testing, and certification into the IRP.

## **ARTICLE 30 CONTRACTUAL REQUIREMENTS**

**30.1 :** The parties recognize the Employer is providing a service base to its Client. The Client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in its best interest.

**30.2 :** Any actions taken by the Employer pursuant to a requirement or directive including the denial or withdrawal of employee access by the Client and/or United States Government shall not constitute a breach of this Agreement.

**30.3 :** Nothing in this Agreement shall be construed to prevent the institution of any change prior to discussions with the Union upon request, concerning the effects of any substantial or material change in terms or conditions of employment, which might result from action taken to meet such requirements. However, this does not preclude the Employer from meeting and conferring with the Union on the effects of said change.

**30.4 :** Notwithstanding any provision of this Agreement, to the extent the Client requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), the Employer will bargain with the union on the implementation of such.

## ARTICLE 31 DRUG & ALCOHOL POLICY

**31.1 :** All Employees must comply with the Employer's Drug and Alcohol Policy **as amended from time to time**. In accordance with the policy, Employees are subject to post-incident, reasonable suspicion, and random drug testing. The Employer shall make a good faith effort to conduct any testing during an employee's regularly scheduled shift. However, in the event this is not possible, employees shall be compensated at their regular rate of pay for no more than two (2) hours during testing conducted off-duty and off-site.

**31.2 :** The use of controlled substances or alcohol which causes intoxication or impairment on-the-job poses risks to the Employer, Client, affected employee, co-workers, and the public. An employee cannot perform his work adequately if he is under the influence of illegal drugs or alcohol. Any employee who reports for duty exhibiting signs of intoxication and/or impairment, has the odor of alcohol on their breath, or is suffering from the residual effects of the use of a legal or illegal substance, shall be immediately terminated from employment.

**31.3 :** Consistent with the Employer's zero tolerance policy, the Employer shall have the right to:

- a) Randomly test any employee;
- b) Test any employee based upon reasonable suspicion;
- c) Test any employee involved in any discharge of his or her weapon (except at the gun range or into an authorized clearing barrel), accident, or any workplace injury;
- d) Test any employee as part of their required physical examination; or
- e) Test any employee as allowed under any applicable federal, state, or local law for the use of illegal drugs.

**31.4 :** The unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the employee's competency to perform security work and may be grounds for disqualification from Individual Reliability Program.

**31.5 :** It is the Employer's policy to maintain a drug-free workplace.

## **ARTICLE 32 UNION SECURITY AND DUES CHECK-OFF**

**32.1: Dues Check off:** All officers, hereafter employed by the Employer, in a classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement. Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

**32.2:** In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

**32.3** Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

### **Dues Check off**

**32.3:** The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. (Appendix "A" of this agreement) Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code, and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of

status of any bargaining unit employee, i.e., medical leave, military leave, promotion out of the bargaining unit etc.

**32.4:** The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

**32.5:** The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

### **ARTICLE 33 SAVING CLAUSE**

**33.1:** Should any provision or provisions of the Agreement be rendered or declared invalid by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect

**33.2:** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, the parties agree to renegotiate such provision for the purpose of making them conform to the decree, regulation, or statute so long as they shall remain legally enforceable. All other provisions of this Agreement unaffected by such actions shall remain in full force and effect.

### **ARTICLE 34 ENTIRE AGREEMENT**

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

**34.2:** This Agreement constitutes the full and complete agreement between the Employer and the Union; it being understood that nothing shall be implied as being binding on the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings, or practices, whether written or oral, express, or implied, between the Employer, the Union and/or the employees.

**34.3:** This Agreement can only be modified or be re-negotiated by the express, written, and signed agreement of both parties.

### **ARTICLE 35 DURATION OF CONTRACT**

This agreement shall be effective as of **November 1, 2025** and shall remain in full force and in effect until **October 31, 2028**. The parties shall meet no less than six (6) months from the expiration of this agreement to negotiate the terms of any subsequent agreement.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

## Signature Page

In witness thereof, the parties caused this Agreement to be duly signed by their duly authorized representatives on the month, day, and year set forth above.

### EMPLOYER

**Fiore Industries Inc.**



October 31, 2025

**Nizar Jabara**

**Chief People & Administrative Officer**

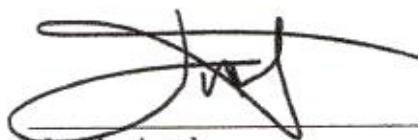
### UNION

**Security Police and Fire  
Professionals of America  
(SPFPA)**



**JD Covington**

**Director, Region 3, SPFPA  
International**



**Justin Apple  
President Local 6**

# APPENDIX A AUTHORIZATION FOR CHECK-OFF OF DUES



## SPFPA | Authorization for check-off of dues

EMPLOYER: \_\_\_\_\_ ITS SUCCESSORS AND ASSIGNS

WORK SITE: \_\_\_\_\_ LOCAL UNION NO. \_\_\_\_\_

I hereby assign to the International Union, Security, Police and Fire Professionals of America (SPFPA), hereinafter referred to as the "Union," from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the International Secretary-Treasurer may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time in accordance with its Constitution and By-Laws. I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while the authorization is in effect.\*

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective bargaining agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and it shall be applicable to any successor or assign of my current Employer.

While contributions or gifts to the Union are not tax deductible as charitable contributions for Federal income tax purposes they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: \_\_\_\_/\_\_\_\_/\_\_\_\_

Rate of pay \$ \_\_\_\_\_

Employee ID # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

\* No Dues will be deducted until there is a contract with the Employer.



Revised 2/16

## **APPENDIX B**

### **DONNING & DOFFING TIME**

All Officers covered by this agreement shall be given 10 minutes prior to their assigned post time to get dressed and ready for duty and an additional 10 minutes at the end of their shift to get undressed. These periods of time are to allow for a sufficient time for the Officers to get to arm up and be on time to their post.

The time begins upon arrival to the Officers respective locker-room, and not at the front gate. Therefore, any officer arriving at the front gate, at or after the below designated times, will be considered to be late for duty.

In addition, Officers who exceed allowable times to don the required uniform items in the locker-room and arrive late to the armory for weapon issuance may also be considered late for duty.

The designated sign in time at the armory is as follows:

**Day Shift 0745 -1615**

**Swing Shift 1545 – 0015**

**Midnight Shift 2345-0815.**

Officers are too assure they are relieving officers on time who are on a 12-hour shift. Any Officer who leaves the site prior the assigned end of post time, maybe considered to have abandoned their post.