

Collective Bargaining Agreement

Between



AND



Covering

Local No. 369

Gila Bend AFAF, Arizona

Security Contract

Effective October 1, 2021-September 30, 2024
Ratified August 26, 2021

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Article 1 - Recognition

Section 1

This agreement is entered into by and between Tunista Logistics Solutions, LLC, hereinafter referred to as the "Company" or "Employer", United Government Security Officers of America, International Union (UGSOA, IU), and UGSOA Local 369 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative, of the bargaining unit for the purpose of collective bargaining as defined in the National Labor Relations Act. This agreement shall be binding upon all parties, their successors and assigns. In the event of the sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

In recognition of the fact that this Agreement is based on Contract No. FA-4887-19-F-0001 between Tunista Logistics Solutions, LLC and the US Air Force.

The term "employees" as used in this Agreement means employees in the above-referenced bargaining unit, as per certification and to include the classifications as outlined in Appendix A., (Classification and wage rates). Any reference to the male gender in this Agreement shall apply equally to employees of the female gender.

Section 2

The unit is defined as all full time and part time armed and unarmed security officers employed by the Company at the Gila Bend, AZ AFAP and associated properties, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

Section 3

No temporary part-time employees will be utilized for more than thirty (30) days without mutual agreement between the parties. Such agreement shall be made in writing. Temporary Part-time personnel may not be used to displace full-time employees, nor be used during layoffs. Part-time personnel may be used to fill full-time vacancies up to thirty (30) days. A complete list of part-time personnel will be furnished to the union listing hire date and classification as changes occur.

Article 2 – Rights of Management

Section 1

Except as abridged by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (but not limiting the generality of the foregoing) its rights to establish or continue policies, practices, and procedures for the conduct of business with notifications of changes in policies sent to the Union for discussion prior to implementation; to select and direct the working force; to establish, eliminate, change or combine work schedules and work assignments, subject to the

terms of this Agreement; to transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work. To make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees; and otherwise, to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business.

Section 2

It is understood and agreed that any of the authority and rights the Company had enjoyed prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated or granted by this Agreement.

Article 3 – Strikes or Lockouts

Section 1

It is the intent of the parties, in the interests of attaining harmonious, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the exclusive procedures through which the Union and the employees shall resort to secure redress for any grievances arising from this Agreement.

Section 2

The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, or slowdown in any Company location or any curtailment of work or restriction of production or interference with the operations of the Company.

Section 3

The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in, any strike of any of the Company's operations, or picketing of any of the Company's plants or premises.

Section 4

The Company shall immediately notify the Union of any alleged violations of this Article and the Union shall have the opportunity to contact the employee(s) and advise them that no actions cited in Section 2 have been sanctioned by the Union, and warn the employee(s) that if they continue such unsanctioned actions they may be subject to disciplinary actions including discharge. If the Union fails to notify the employee within 24 hours after the Union has been notified by the Company of the alleged violations, the Company reserves the right to impose disciplinary action. Any employee found guilty of violating this Article will be discharged, except employee(s) may exercise their legal right to refuse to perform work that is unsafe to life or limb or health as provided by federal law.

Section 5

The Company will not authorize or direct a lockout.

Article 4 - Representation

Section 1

The Union has the right to manage its own affairs and elect and or appoint adequate representation for the bargaining unit. The Union agrees to provide the Company with an up to date listing of any such officials. It shall also be understood that all duly elected and or appointed officials also serve as stewards and or union representatives for the bargaining unit.

Section 2

The steward's union activities shall be limited to the following scope:

- (1) To meet with an employee or employees to answer requests or questions prior to determining whether or not an issue is a violation of the Agreement. If such a meeting cannot be accomplished within a reasonable amount of time or it involves more than one employee other than the steward, then the meeting shall be conducted outside normal duty hours. Time spent in meetings by employees with the steward outside of normal duty hours shall be non-compensated time for all those involved. The work of an employee shall not be disrupted for the purpose of meeting with the steward unless the meeting has been coordinated with the employee's supervisor.
- (2) To present a request, complaint or grievance to the Project Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (3) To meet by appointment with the Project Manager or other designated representative of the Company, when necessary, to process grievances in accordance with the grievance procedure of this Agreement.
- (4) To meet by appointment with the Project Manager or other designated representative of the Company during any disciplinary proceeding of a member of the bargaining unit if the member has requested the Steward's presence. If member declines to request a steward's presence, the company will inform the chief steward or Local President of the declination and provide a copy of any disciplinary action.

Section 3

The Company will recognize a Steward and Alternates for the purposes of representing employees in Steps One and Two of the grievance procedure. The Grievant and Steward/Alternates will suffer no loss in pay during time spent in the aforementioned steps of the Grievance Procedure to include meetings with management. The Alternate Steward(s) will act in the absence of a Steward. Should a Steward be required to leave his/her post to investigate a grievance, he/she shall coordinate and schedule time away from the job with his/her supervisor and shall report to his/her supervisor upon returning to work. When a Steward makes the effort to comply herein, permission to leave the job to investigate and/or process a grievance shall not be reasonably withheld.

Section 4

No person shall have or exercise any of the authority or duties of a Steward unless and until written notice of such appointment, and revocation of any previous appointments, if applicable, signed by a Representative of the Union, shall be filed with the Company's Project Manager. It is understood that full-time Representatives of the Union have the authority to represent members of the bargaining unit at any level of the grievance process and as the duly recognized bargaining agent for collective bargaining purposes.

Section 5

The Company agrees that Officers and Employees of the Union will be allowed to visit employees at the Facility for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or ensuring compliance with the terms and conditions of the Agreement. Such activities shall be carried out after normal duty hours. Prior notification of planned visits shall be provided to the Project Manager.

Article 5 – Grievance and Arbitration Procedure

Section 1 - Complaint

Any employee(s) having a complaint shall have the right, directly or through a Steward, to present the complaint to the immediate supervisor. If the parties are unable to resolve the complaint and if the complaint involves a matter subject to the grievance procedure, the complaint may be reduced to writing and processed as a grievance.

Section 2 - Grievance

A grievance is defined as a dispute between the employer and the employee, employees, or Union involving the interpretation, application, or claim of breach or violation of a specific provision of the Agreement that the employee has not been able to adjust orally with his supervisor. The grievance must identify the specific provision of the Agreement that the Company is claimed to have breached or violated, which at the time the grievance is filed. Grievances must be executed per this Agreement and cannot be pursued where specifically limited by the terms of this Agreement. It is understood that the time limits specified herein may be extended by written mutual agreement of the Company and the Union.

Section 3

Saturdays, Sundays and holidays shall not be counted in computing the due date for any decision or appeal there from.

Section 4

All grievances involving the discipline or discharge of an employee shall be presented as soon as practicable after the occurrence upon which the grievance is based, but not later than seven (7) calendar days after the Union and the employee receive a written notice of reasons for discipline or discharge of an employee. If the grievance arises from any other cause, other than the termination (discharge) of an employee, it shall be presented as soon as practicable, but not later

than ten (10) calendar days after the occurrence upon which the grievance is based or knowledge of the occurrence upon which the grievance is based, whichever is later. Failure to present a grievance within this time frame shall constitute a bar to any further action for that particular grievance but shall not constitute a precedent binding upon the Company or the Union.

Section 5

If it is determined under the Grievance Procedure, including Arbitration that any adjustment in pay is appropriate, such adjustment shall be based upon the rate of pay at the time of the occurrence. Any retroactive adjustments shall not extend more than thirty (30) calendar days prior to the date upon which the grievance was presented.

Section 6

All grievances will be settled according to the following procedure in the following sections. Failure to appeal a decision made at any step in the time specified shall constitute a bar to any further action but shall not constitute a precedent binding upon the Union or the Company.

STEP 1

The employee(s) and a Steward shall meet with the immediate Supervisor. This Step 1 meeting shall be held not more than five (5) working days from the date the grievance is filed with the Company. The Supervisor shall provide the Steward with a written reply to the grievance within five (5) working days after the Step 1 meeting. If this reply is unsatisfactory, the Union may appeal to Step 2.

STEP 2

Within five (5) working days from the receipt of the Supervisor's reply the Union shall notify the Project Manager of its intent to appeal in writing. A Step 2 meeting shall be held within ten (10) calendar days after receipt by the Company of the appeal. A Union Representative or his designee and the Steward shall meet with the Project Manager or designated representative. A teleconference is an acceptable method for conducting the meeting. The Project Manager shall provide a written reply to the grievance within ten (10) working days after the Step 2 meeting. If this reply is unsatisfactory, the Union may appeal to arbitration. In responding, both parties have an obligation to provide a written response, stating the reason for their position or why the matter is being pursued.

Section 7

Any grievance which has not been settled or disposed of in accordance with the steps of the Grievance Procedure outlined above may be submitted to Arbitration within ten (10) calendar days of receipt of the Step 2 reply by either party.

Section 8

The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) calendar day period and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) calendar days of

the notice to the other party. Each party, within thirty (30) calendar days from the receipt of such list, shall communicate to coordinate the selection of an arbitrator from this list. The parties shall alternately strike a name from the list until one name remains and this person shall be the arbitrator. The party requesting the panel shall be required to strike the first name from the list.

Section 9

The parties agree that the decision or award of such arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to Arbitration hereunder. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing hourly rate or to establish a new hourly rate except as permitted by this agreement. Each party shall bear the expenses of preparing and presenting its own case. The fees and expenses shall be borne equally by the parties.

Article 6 – Disciplinary Cases

Section 1

When the Company imposes discipline, it shall be for just cause and by adherence to the following procedures:

- a) For infractions of Company rules the Company will follow a four-step procedure of oral reprimand, written reprimand, suspension, and discharge as follows:
 1. Oral warning
 2. Written warning
 3. Suspension-Up to twenty-four (24) hours without pay
 4. Discharge
- b) Company rules are listed in Appendix B. In cases of major violations of law or serious infractions of Company rules, the Company may suspend the employee immediately with pay pending the outcome of any investigation, and, if appropriate, recommend accelerated disciplinary measures up to and including discharge.
- c) The disciplinary notice will be served within seven (7) business days of the date the company became aware of or should have reasonably known of the alleged infraction

Section 2

Any employee disciplined or discharged shall be advised in writing of the reasons for his/her discharge.

Section 3

Should there be any dispute between the Company and Union concerning the existence of just cause for any discharge or disciplinary action, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.

Section 4

In the event it is found that an employee has been disciplined or discharged without just cause, such employee shall be reinstated to his former position with seniority unimpaired and paid for any time and/or benefits lost which may be awarded by the arbitrator.

Section 5

An employee's disciplinary action record for oral and written warnings that have not reoccurred within a twelve (12) month period will not be considered for purposes of determining future disciplinary action and will be removed from the employee's personnel file. Records of suspensions will be retained in the employee's personnel file for twelve (12) months.

Article VII - Seniority

Section 1 - Defined

The term "seniority" is defined as including the whole span of continuous service with predecessor contractors, the present contractor, and successor contractors in performance of any work at the same Federal facility from their first day of work on post. Seniority as defined above shall also apply to the continuous service requirements for accrual of vacation benefits. The term "unit seniority" is defined as continuous time spent as an employee from their first shift in an employment classification recognized as part of the bargaining unit. Employees whom have entered into the recognized bargaining unit prior to the effective date of this agreement shall retain their current seniority rights and dates. Employees with identical dates of hire will have their seniority defined by a check of the last four (4) digits of their social security number with the lower number being the higher seniority date.

Section 2 - Probation

An employee who has been in the employment of the Company for less than ninety (90) consecutive calendar days shall be considered a probationary employee. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

Section 3 – Shift Preference

Two weeks before the bid cycle begins, the company will post a schedule which will include all shifts for all members to bid. During the first two (2) weeks of January and July of each year, regular full time (defined as 30 or more hours a week) officers with at least ninety (90) days bargaining unit seniority will bid on the schedule posted on the briefing room Union Bulletin board. Officers will select their shift preference and days off.

The selections submitted will be valid until the next selection period. Days off will take effect during the first pay period of the month following the Selection period. Days off will be awarded by the most senior person getting first choice on each shift. Shift assignments will be awarded based on unit seniority. However, the Company may make certain assignments after a few shift

awards to maintain proper distribution of experience and to address potential employee conflicts. If such action is taken the affected employee(s) and the Union will be notified of the reasons and this should not occur two bids in a row (exclusions to the back-to-back cycle may be made only to accommodate Reserve Guard Scheduling).

Whenever a shift becomes available between shift bids, it should be offered in order of seniority to the entire bargaining unit. To avoid moving everyone's regular days off (RDOs), the officer moving to the open shift will take the vacated RDOs if those are the only RDOs available and keep them until the next shift bid.

Section 4 – Shift/Day Off Swaps

Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade or days off trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to the supervisor for his/her approval, shall not exceed a period of thirty (30) days, and shall not cause the Company to incur overtime as a result. A change in shift must be approved by management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process.

Section 5 – Lay Off-Recall

The Company will provide a minimum of two (2) weeks' notice of any anticipated reduction in force, except where circumstances beyond the Company's control prevent such timely notification. The Company may elect to pay two week's wages and benefits at normal rate and hours of pay in lieu of notice. This compensation does not preclude the company's obligation for severances pay. If a lay off is still required, Probationary employees shall be laid off first, followed by part time and then full-time employees, each according to lowest unit seniority first form within the classification. Recall shall be accomplished in inverse seniority order within the classification, with the most senior employee on layoff being recalled first to his/her classification or to any classification for which he/she previously performed work and is qualified to perform work, provided such recall shall not displace an employee currently occupying the classification. Determining qualifications shall be the prerogative of the Company.

If an employee chooses to accept an optional layoff rather, he/she will remain on layoff status up to twenty-four (24) months with recall rights as set forth in this agreement.

Article 8 – Employee Classifications

Section 1

Occupational classifications shall be those listed in Appendix A.

Section 2

If a new occupational classification not listed in Appendix A and is required, the Company may establish such new occupational classification(s).

- The Company shall submit to the Union, for its approval, the job description and duties and proposed rate of pay for the new classification. In the event an agreement between the Company and the Union is not reached within five (5) calendar days from the date of submission, the Company may place into effect the new classification at the proposed rate of pay, subject to continued negotiations with the Union.
- If agreement between the Company and the Union is not reached within ten (10) calendar days from the date of submission, either party may notify the other party, in writing, of its intent to appeal the matter to arbitration and shall request a panel of seven (7) arbitrators in accordance with the provisions of this Agreement.
- Any change in the established rate resulting from such negotiations or arbitration shall be retroactive to the date agreed to by the parties or established by the arbitrator.

Article 9 – Hours of Work Shifts/Days Off

Section 1

The standard workweek will be generally forty (40) hours and begin at 1201 AM Saturday, and end at 12:00 PM (midnight) Friday. The standard workweek for each employee shall normally consist of the five (5) days per week Saturday through Friday.

Section 2

All employees are allowed a (30) minute unpaid lunch period included in the scheduled workday. Break times shall be flexible to meet operational requirements, and all shall be paid time and should include at least two fifteen (15) minute breaks per scheduled workday. Breaks are not to be combined or used to arrive late or to depart early from work. If due to mission requirements, unpaid breaks cannot be taken, the employee will be compensated for such time with proper reporting to supervision.

Article 10 - Overtime

Section 1

The provisions of this Article are intended only to provide the basis for the distribution and calculation of payment of overtime and shall not be construed as a guarantee of any specific overtime hours.

Section 2

It is understood and agreed that the Company reserves the right to require covered employees to perform overtime work in order to meet customer needs. When such overtime is required, employees involved shall be given as much notice as possible. Overtime opportunities shall be evenly distributed within the classification.

Section 3

Employees shall be paid for hours actually worked in excess of forty (40) hours in a normal work week at one and one-half (1 1/2) times the straight-time hourly rate.

Section 4

When the Company determines that an employee must perform work on an overtime basis, the following shall apply:

Available overtime shall be rotated and equalized among the qualified and available volunteers. If no volunteers, then overtime will become mandatory, and assignment shall be rotated by reverse seniority order within each shift. On October 1st of each year, the mandatory overtime list shall start over, using least senior employee first.

Section 5

No overtime shall be worked except by specific direction from management.

Section 6

There shall be no pyramiding of overtime.

Section 7

The work schedule and shift assignments for each full-time and part-time employee shall be determined in accordance with this agreement and published a minimum of one week in advance, except in circumstances where the work schedule changes frequently to accommodate the flying mission or other circumstances that may arise. Employees will be personally notified by the company of any changes to this published schedule.

Section 8

Employees who have completed their shift and are called back for additional work or are called in on a scheduled day off will be guaranteed a minimum of four (4) hours of work upon reporting. Should the employee choose to leave prior to the end of the four (4) hour guarantee, they will be paid only for hours actually worked.

Section 9

The Mandatory Overtime List shall be posted on the Union bulletin board and updated to reflect changes as they occur.

Article 11 – Working Assignments

Section 1

The parties understand that the nature of operations on the Barry M. Goldwater Range and Gila Bend Air Force Auxiliary Field requires that non-bargaining unit personnel may be required to perform a variety of duties which are similar in nature, and in some cases physically identical to those performed by bargaining unit personnel only when bargaining unit employees are not

available. The parties therefore agree that management may be permitted to perform the work of the bargaining unit for:

- Emergencies
- Training employees
- Providing vacation relief
- Covering positions for short notice leaves and terminations (voluntary or involuntary)
- Assisting to ensure that the Company meets contractual and operational requirements
- Responding to the Customer's short-notice requests

It is not the Company's intent to affect any reduction in force of bargaining unit employees by any of the aforementioned. The parties will address the use of vendors or other suppliers on the installation and/or checkout of new systems or equipment on a case-by-case basis for the interrelationship between the bargaining unit and suppliers.

Section 2

For employees who are dispatched on temporary duty (TDY), and TDY includes overnight stay; the Company shall provide a travel advance sufficient to cover the employees' travel expenses. To receive a travel advance, the employee's manager must submit a request for an advance to the Company's accounting department. The request must be transmitted by fax or email no later than two (2) weeks before the date of scheduled travel. Within five (5) working days after returning from TDY, the employee must submit a Company provided expense report and necessary receipts to the accounting department. If the employee fails to submit the expense report within the five (5) working days, the Company may withhold the amount of the travel advance from the employee's regular pay until such time as the documentation is provided.

Article 12 – Bulletin Board

Section 1

The Company agrees to provide a bulletin board for posting Union publicity. Materials posted shall be limited to notices of Union meetings, Union newspaper items, Union newsletters, Union recreational and social activities and the Union employee seniority list. No partisan political material or information of any type shall be posted on the bulletin boards. Bulletin boards will be located in the break rooms at Building 300.

Article 13 – Union Leave of Absence

Section 1

Employees designated by the Union shall be granted a leave of absence upon written request of the Local Union Office. Such leave will be treated as leave without pay, and the Company approval for such leave may be withheld if operational considerations so require. Such leaves will be considered as time worked for the purpose of seniority accrual only, provided such leave does not exceed ten (10) consecutive workdays for short term leaves,

Section 2

Employees appointed to an International Union position shall be granted a leave of absence for up to 48 months upon written request of the Local Union Office. Such leave will be treated as leave without pay, and the Company approval for such leave may be withheld if operational considerations so require. At no time will more than one employee be granted a leave of absence for an appointed International Union position. Such leaves will be considered as time worked for the purpose of seniority accrual only. No other Company benefits will be paid during a period of unpaid leave.

Employees granted such leave will return to work on the agreed upon date. Failure to return on the agreed upon date will be considered a voluntary resignation.

Article 14 – Dues Check Off

Section 1

During the life of the Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable biweekly to an employee covered by the Agreement, from the first two pay checks of every calendar month, applicable services fees or Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorizations are duly revoked by the employee, as reported by the Union. The Company shall make remittance to the Union in one lump sum within ten (10) days after the end of the month in which said deductions are made with an accounting summary for each such employee of any such deductions and remittances.

Article 15 - Visitation

Section 1

The Union Representative must have the same Customer authorization as other visitors prior to visiting the facility. During the visit the Union Representative must not interfere with employees during their normal working hours, unless permission is granted by the company, nor can they use Company or Government telephones or facilities to conduct Union meetings or business. The Union Representative shall be able to meet and/or assist any Steward or Alternates in the handling of grievances or meetings with Management.

Article 16 – Drug and Alcohol Policy

Section 1

The Company and the Union recognize the importance of maintaining a drug and alcohol-free workplace and agree that the Company can, from time to time, implement changes to its current

rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof. All employees shall be governed by the same drug and alcohol-free workplace policies and regulations established by the Company and/or the Government. Changes to the existing policy shall be communicated with the Union prior to implementation of the change. Any employee that is summoned to participate in a Company required Drug Test during their regular day off, shall be compensated three (3) hours of pay at their normal rate of pay.

Section 2

It is understood that each employee shall be required to undergo drug and/or alcohol testing conducted by a certified laboratory on behalf of the Company. Employee drug and alcohol tests are conducted by the Company, at its sole discretion, at the time of hire, post-accident, on a random or selected basis. Any employee who refuses to submit to drug and/or alcohol testing is subject to immediate dismissal for cause. Any employee who tests positive for being under the influence of alcohol or illegal drugs in the workplace is subject to immediate dismissal. An employee who is dismissed for testing positive and desires to submit the results of a blood test to refute the results of the original test shall submit the blood test results to the Company within 24 hours of being dismissed. The test must be performed by a certified lab and all costs associated with the test will be the responsibility of the employee if results are positive and are the responsibility of the company if the results are negative.

Article XVII – Government Security

Section 1

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security; therefore, if the Armed Forces, through their duly authorized representatives concerned with security, advise the Company that an employee in the bargaining unit covered by this Agreement is:

- Considered a security threat, OR
- Denied work on or access to classified information or material, OR
- Fails to submit required security clearance information within forty-five (45) days of employment. (Unavoidable circumstances that prevent the timely submission of this data will be taken into account.), OR
- Loses his or her security clearance
- Base access privileges revoked

The employee shall be subject to any action by the Company regarding the employee's employment, including suspension without pay and termination. Should the employee be reinstated after the initial ninety (90) day review period referenced in Section 2 below, he/she will not receive back pay.

Section 2

If, however, should a review, duly made by the appropriate Government authority, result in a

reversal in the original ruling, the employee shall be restored to his or her employment without a break in service or loss in seniority. The reversing ruling must be made within ninety (90) days of the original to qualify the employee for employment reinstatement and back pay for the ninety (90) days.

Article 18 - Compensation

Section 1

Wage rates for each labor classification and contract period are set forth in Appendix A to this Agreement, *as applicable*, and are incorporated herein by reference.

Article 19 - Holidays

Section 1

The following eleven (11) observed Federal, State, and Company holidays shall be designated holidays for each calendar year.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth National Independence Day*	

* contingent upon the Government adding the holiday to the Contract

Section 2

Holidays will be observed on the day designated by the Federal Government. The Company shall notify the union of any deviation to Federal holidays.

Section 3

Full time employees who shall be paid eight (8) hours at the employees' base hourly straight time rate.

Section 4

Employees are eligible for holiday pay provided they work their last full regular work shift preceding and following the holiday. Work, for the purpose of determining eligibility of holiday pay, includes vacation, sick leave, bereavement, jury duty, and unpaid time off, other than a leave of absence, when authorized by the Company. Pay received under any Company group insurance disability plan does not qualify the employee for the holiday pay.

Section 5

Employees who are required to work on a holiday shall be paid their regular hourly rate plus the holiday pay.

Section 6

Part time Employees who are regularly scheduled to work less than 30 hours a week shall receive holiday pay on a pro-rated basis. The proration formula is based on the percentage of time worked versus a thirty (30) hour work week.

Article 20 – Other Paid Time Off

Section 1 – Bereavement Leave

The Company shall offer three (3) paid workdays of bereavement leave for a death in the employee's current immediate family. Immediate family members are defined as a parent, spouse, partner, child, stepchild, foster child, brother or sister, grandparent, grandchild or parent-in-law, brother or sister in-law. When an employee is required to travel 350 miles or more one way to attend the funeral, the leave will be extended by two days, not to exceed a total of five (5) paid workdays.

Section 2 – Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury summons, the employee shall be granted up to five (5) paid work days per calendar year. The Company shall retain the right to contact the Judge to request the employee be excused due to hardship in performing its contract requirements. Pay shall be computed at the employee's straight time rate at the time of service including any shift differential.

To receive pay for jury duty, the employee must promptly notify his or her supervisor and provide the supervisor with a copy of the summons. The employee must sign over to the Company compensation received from the Court in order to receive the Company payment.

Section 3 – Sick Leave

Employees will receive Sick Leave as follows:

1. On October 1st, of each year, employees will receive fifty-six (56) hours of Sick Leave to comply with federally mandated Sick Leave requirements and sick leave may be taken in as little as one-hour increments.
2. The employee shall obtain a certificate from a qualified, licensed medical doctor or dentist after the employee has called in sick for three (3) consecutive days if requested by the company.
3. The Company may require the employee to submit the medical certificate proof of just cause after one (1) day of illness if the Company suspects that the employee is abusing this provision by falsely claiming a qualified reason.
4. Sick Leave is intended to be used for time off due to illness, appointments, or unforeseen

emergencies. Sick Leave is not to be used as vacation.

5. The employee should notify the Company at least two (2) hours prior to any expected absences, should the employee call in less than two (2) hours prior to the start of any shift, the Company may request documentation of the unforeseen circumstance. An Employee may be, upon Company discretion, subject to discipline for undocumented mitigating circumstances.
6. Sixteen hours of unused Sick Leave may be carried over from year to year. These sixteen (16) hours shall be paid at the wage rate in which they were accrued.

Section 4

The hours associated with leave in this section will be pro-rated for part-time individuals based on the percentage of time worked versus a thirty (30) hour average work week.

Section 5

Misrepresentation of the facts on the basis of which leave is granted shall constitute grounds for dismissal for just cause.

Article 21 – Military Service Leave

Section 1

An unpaid military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). To be eligible to take military leave:

- (a) the employee or an appropriate officer of the branch of the uniformed service in which the employee will be serving must give reasonable advance written or oral notice of the employee's military service to the Company unless such notice is waived as described in section 2, and
- (b) the combined length of the employee's previous military absences from the employer does not exceed five years, not including absences that fall within the time-in-service exemptions defined by USERRA.

Section 2

The requirement to provide reasonable advance notice will be waived if doing so is impossible or unreasonable because of military necessity or other legitimate reasons. After a person performs military service of one (1) to thirty (30) days and is reemployed, he or she will be required to provide documentary proof of reemployment eligibility. Following military service of thirty-one (31) or more days, documentary proof of reemployment eligibility must be submitted prior to reemployment,

Section 3

Employees who perform and return from military service (as defined by the USERRA) will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, and length of service promotions and pay increases, as required by applicable federal or state law.

Section 4

An employee may, but is not required to, use previously accrued or vested paid leave while on military leave. Otherwise, a military leave of absence is unpaid.

Section 5

Arizona National Guard Employees who are members of the Arizona National Guard and who are called to federally funded service or training of the United States of America or the State of Arizona will be granted an unpaid leave of absence in accordance with this agreement. Employees who are members of the Arizona National Guard and who are called to non-federally funded service or training by the State of Arizona will be granted an unpaid leave of absence in accordance with Arizona state law. An employee may but is not required to use previously accrued or vested paid leave while on Arizona National Guard duty. Otherwise, Arizona National Guard duty leave of absence is unpaid

Article 22 – Family Medical Leave

Section 1

The Company and the Union acknowledge the provisions of the Family Medical Leave Act of 1993 (FMLA). Nothing in this Agreement shall be construed as intended to be a barrier to the proper and legal application of this Act.

Section 2

In determining the 12-month period during which an employee shall be entitled leave for FMLA covered purposes, the calculation method used shall be the 12-month rolling year measured backward from the date the employee uses any FMLA leave.

Section 3

Employees may use any and all available leave balance while on FMLA leave.

Section 4

Employees on FMLA leave shall not work for another employer while on FMLA leave, unless approved by the employer in writing. Any employee who works for another employer while on FMLA leave without prior written authorization shall be considered as having terminated their employment with the Company. Any employee who misrepresents the reason for requesting and receiving FMLA leave may be terminated for just cause.

Article 23 – General Provisions

Section 1

At the time of his or her initial hire, each employee shall register with the Project Management Office his or her home telephone number or a telephone number where he or she can be reached in emergencies. Any changes shall be registered immediately.

Section 2

Employees shall be required to perform the duties set forth in the Contract and applicable operating procedures or instructions established by the Company. The Company reserves the right to modify standing orders and operating procedures at its discretion.

Section 3

The Union agrees that it is a responsibility of the employees to familiarize themselves and comply with the rules, regulations, procedures and instructions established by the Company and the Government, and to faithfully report all violations thereof. The Company will assure that this information is easily accessible in a common area.

Section 4

Upon termination of employment, an employee shall return any Company or Government-issued passes, badges, identification cards, keys, and other property in his or her possession and retrieve his or her personal property from the Facility. A terminated employee will receive his or her wages as required by state law.

Section 5

The Company and the Union agree to cooperate in their continuing objective to eliminate accidents and safety hazards. In furtherance of this objective, the Union agrees that it is the obligation of employees to follow procedures and instructions covering safe work practices and to use personal protective equipment furnished by the Company. In addition, employees are obligated to report safety concerns immediately to his or her manager or the Project Manager or at regularly scheduled safety meetings, *as appropriate*. Action will be taken by the Company to mitigate hazards that are within the Company's ability to control. For hazards that are outside its control, the Company shall provide to the Chief Steward copies of the report or work request submitted to the Government. However, the Union recognizes that the facilities in which work is performed are owned by the U. S. Air Force and the Company's ability to correct certain hazards may be constrained by the Air Force or by the terms of the Company's contract with the U. S. Air Force. The Company will promptly inform the Union and mutually attempt to resolve any issues that may arise from the Government's action(s) in such situations.

Section 6

All personnel who are engaged in operation or maintenance activities are required to wear Company approved footwear at all times, while working in the workplace.

Section 7

Company shall provide employees with all required uniform and equipment items at no cost, to include for example, handcuffs, handcuff keys, flashlight, and gun belt. Items shall be gender appropriate and proper fitting.

Section 8

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 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.

Section 9

The Union agrees that all employees must maintain the minimum Government physical standards specified in the Contract for continued employment. Employees who are unable to meet the specified standards may be terminated.

Section 10

The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by it without discrimination. In carrying out their respective obligations under the terms of this Agreement, neither the Company nor the Union shall discriminate against any employee due to race, color, age, religion, sex, national origin, disability, sexual orientation or record of prior military service. All references to employees in the Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 11

The Company shall provide the work center covered by this agreement with a printed copy of said agreement. Newly hired employees covered by this agreement shall be provided a paper copy of this agreement within the five (5) business days of hire.

Section 12

If Primary Range patrol vehicle does not have a primary radio installed, the security supervisor may approve use of a personal cell phone by the Range patrol.

Article 24 – Filling of Vacancies

Section 1

If the company determines to fill a new or existing vacancy the company will post a notice of vacancy or job opening for a period of not less than five (5) calendar days prior to filling the vacancy or job opening. Subject to the provisions of this agreement, any employee may submit an application for the job to HR during the posted period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

- a. The date the notice is posted and the date and time the notice will be removed
- b. The job to be filled and the classification
- c. Job Specification
- d. Effective date the job is to be filled

Section 2

The Company shall hire a qualified bargaining unit member for a classification vacancy prior to seeking external candidates. In the event there are two equally qualified candidates as determined by the company, the senior candidate will be selected, Qualifications shall not be applied in an arbitrary or capricious manner but shall be based upon reasonable expectation for the work performed.

Section 3

An employee who is awarded a job, for which he bid, must accept it providing the award is made within seven (7) work days of the effective date that the job is scheduled to be filled as provided in this agreement, otherwise the employee shall have the option of withdrawing his bid,

Section 4

An employee who is unable to perform the job to which he bid to the satisfaction of the company within thirty (30) calendar days after being awarded the job shall be returned to the job classification and labor grade he held at the time of submitting the bid. The employee will be told the reason for such disqualification in writing along with an explanation of what will be required to acquire the position.

Article 25 – Tunista Benefits

Section 1

This Group Benefits Article shall apply to all full-time employees covered by this agreement. Employees may participate in the Company Group Benefits coverage plans. The Company Group Benefits Plan consists of health care, dental care, vision care, prescription drug coverage, life insurance (AD&D) and long-term disability as described in the Plan Summary booklets. It is agreed by all parties that group benefits are effective as of January 1 of each year.

Section 2

All employee benefits provided by this Agreement are properly a part of the Area Wage Determination issued by the U. S. Department of Labor for the employees covered by this Agreement and shall be fully binding on any successor contractor or successor employer, including the Company.

Section 3

To fund the Company's Group Benefits the Company shall make the following Health and Welfare contributions for all compensable hours up to a maximum of eighty (80) hours biweekly, for all employees.

Current	10-1-2021	10-1-2022	10-1-2023
\$8.15	\$8.35	\$8.56	\$8.78

Section 4

Employees may opt out of the medical and dental components of the benefits program if they provide proof of other insurance coverage, subject to periodic coverage validation at the request of the Company.

- a. Those employee's that opt out of the Company Plan for the purpose of purchasing medical coverage on the Affordable Care Act Insurance Exchange, Tri Care Reserve, or to Purchase Group Major Medical Coverage through a Spouses Employer will receive their H&W in their paycheck.
- b. Unless an employee has a qualifying life status change as defined in each plan booklet the employee will not be allowed to change his or her benefit election until open enrollment.
- c. The company shall give employees at least thirty (30) days to complete open enrollment paperwork, and fifteen (15) days for new hires.

Section 5

Employees may defer additional funds to their Company-sponsored 401(k) plan.

Section 6

As used in this article, the term full-time employee means an employee who works a regularly scheduled workweek of at least thirty (30) hours. Part time personnel that are regularly scheduled for under thirty (30) hours per week may opt to receive H&W benefits in their check or into the 401k.

Section 7

If the health and welfare amount is not sufficient to cover the cost of elected benefits the employee will be responsible for any shortage.

Section 8

The Tunista benefits plan year begins on 1 January of each year. Employees will be allowed to join or decline the Company sponsored Health insurance plan and 401K plan within thirty (30) days of implementation of this contract.

Section 9

Company Sponsored 401(k) plan Contribution:

Effective October 1, 2021, the company shall contribute the following rates to each employee's activated 401(k) for all compensable hours up to eighty hours (80) biweekly. These contributions shall be deposited biweekly.

10-1-2021	10-1-2022	10-1-2023
\$.15	\$.20	\$.25

Article 26 - Severability

If any provision of this Agreement is found to be unenforceable by State or Federal authority having jurisdiction of the question, such provision or portion thereof, as the case may be, shall be deemed severed from this Agreement, and the balance of the Agreement shall remain in full force and effect

Article XXVII – Entire Agreement

This Agreement is the entire agreement between the parties hereto which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of the Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment or modification signed by the parties hereto.

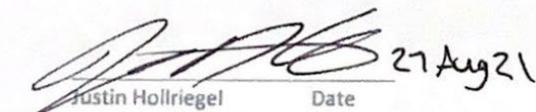
Article 28 – Terms of Agreement

All modifications (financial and otherwise) of this agreement will be effective October 1, 2021, and shall continue through midnight on September 30, 2024, and thereafter be automatically renewed from year to year unless the party desiring termination or modification of the agreements serves written notice, by email, upon the other party at least ninety (90) days prior to the expiration date of the agreement.

Agreed to this 26th day of August 2021

For the Union:


Jose Diaz Date
West Coast Regional Director
UGSOA, International Union

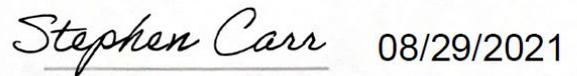

Justin Hollriegel Date
President, UGSOA, Local 369


Ray Kipp Date
Vice President, UGSOA Local 369

For the Company:


Krista Russell Date
Labor Relations Specialist
Yulista Holding, LLC.


Richard Carr Date
General Manager
Tunista Logistics Solutions, LLC


Stephen Carr Date
Project Manager
Tunista Logistics Solutions, LLC

Appendix A – Certain Economic Terms

Section 1 - Labor Classifications

Full-time and regular Part-time employees assigned to the following labor classifications are members of the Bargaining Unit.

- Security Officer - Full time and Part Time, Armed and Unarmed Security Officers
- Temporary Lead Security Officer - are those Security Officers who volunteer and are recommended by the Shift Supervisor to assume Security One responsibilities (non-supervisory) in the absence of the Shift Supervisor. All defined Supervisory responsibilities will be provided by script and/or briefing reports and for all shift activities requiring Supervisory Response and/or Independent Decision-making efforts - the Employer will designate an afterhours Management Contact for response or guidance.

Section 2 - Miscellaneous

The Company shall furnish each employee with all uniform and duty items as required by the Statement of Work and will replace all such items due to normal wear and tear. Should items be damaged intentionally or through neglect, the cost of replacement shall be borne by the employee. All items remain the property of the Employer and shall be cleaned and returned to the employer upon separation. The Company agrees to furnish employees with three (3) shirts and three (3) pairs of pants each calendar year. These uniforms will conform to the contract Statement of Work (SOW) and are subject to change by the government.

Section 3 - Medical Examinations

Employees scheduled for required annual physicals on their normal day off, will be compensated four (4) hours at their normal rate of pay. If the Physician requires any additional test that must be scheduled on normal days off three (3) hours of regular rate of pay shall be paid for each occurrence.

Section 4 – Vacation

A. Rate of Accrual

Seniority Years	Bi-Weekly Accrual	Annual Hours
0 – 2 years	3.08 hours	80 hours
3 – 10 years	4.62 hours	120 hours
11+ years	6.15 hours	160 hours

- B. Personnel will accrue vacation each biweekly pay period based on years of continuous service. Employees shall be allowed to carry over 40 hours of accrued vacation into the following anniversary year. Employees whose balance exceeds the 40 hours carryover allowance will be paid the difference in full within thirty (30) days following the employee's anniversary date.

In scheduling vacation, the Company will attempt to meet the desires of the employees, but all vacation scheduling shall be subject to work requirements. Each year by October 15, employees will bid for scheduled vacations. At the end of October, the Security Manager will post the approved vacation schedule for the year. To request vacations after the annual vacation schedule has been posted, employees shall submit vacation requests to the Shift Supervisor no later than 14 calendar days before the first day of the requested vacation. The Company may waive the 14- calendar day requirement on a case-by-case basis. When other factors are equal, preference in scheduling vacation shall be given by seniority. Vacation requests will be answered within seven (7) business days from the date the request was submitted.

- C. Vacation pay shall be computed at the employee's straight time base rate at the time of vacation and shall be limited to those hours the employee has available as of the date the vacation period commenced.
- D. When a holiday, as defined in this agreement, falls within the vacation period, such holiday hours may not be charged as vacation hours at the employee's request.
- E. Employees who have completed the ninety (90) day probationary period will be allowed to use vacation hours as they accrue. Employees will not accrue vacation during the probationary period. Upon successful completion of the probationary period, the employee will be credited with vacation retroactive to the beginning of the probationary period.
- F. An employee whose service to the Company is terminated for any reason shall be paid all accrued vacation hours. Payment for these hours shall be exclusive of any differentials, health and welfare, and pension.

Section 5 - Wages:

Classification	Current	10/1/2021	10/1/2022	10/1/2023
Security	\$23.00	\$23.74	\$24.45	\$25.18
Lead Security	\$24.43	\$25.16	\$25.92	\$26.69
P/T Alarm Room Operator	\$22.10	\$22.76	\$23.44	\$24.14

Any Employee assigned temporarily to a job or classification shall receive the compensation rate of that assignment or their normal compensation rate whichever is the highest.

Section 6 - Shift Differential.

All employee's shift hours that fall between the hours of 6:00 p.m. and 6:00 an. or between the hours of 0001 Sunday and 2400 hours Sunday shall receive a 5% pay differential above his/her base rate.

Section 7 – Severance Pay

Should the facility close, or the incumbent novate a contract with a new company, or civil service employees are hired by the government, or a successor contractor assumes the contract between themselves and the customer, the Company will provide all employees not offered employment by the company or successor contractor a severance package as specified below, at the employee’s current base rate of pay.

1 to 4 years	40 hours
5 – 9 years	80 hours
10+ years	120 hours

Appendix B – Work Rule Infractions

Section 1: The following list of infractions in Sections I and II is not all-inclusive but indicates, in general, the incidents that are considered work rule infractions as established by the company. For Section 1, discipline shall follow the guidelines in Article VI. Section 1.a.

- Unexcused or unexplained absence
- Lateness in reporting to work, returning late from lunch or breaks, or leaving early
- Horseplay
- Leaving assigned job or area without permission, except in an obvious emergency
- Use of obscene language
- Loafing on the job and similar indications of uncooperativeness
- Poor performance attributable to carelessness
- Infraction of shop rules
- Unauthorized release of company proprietary information
- Intentional slow-down in work accomplishment

Section 2: The following infractions are considered serious, and discipline shall follow the guidelines in Article VI. Section 1.b.:

- Defacing or destroying company or personal property or property for which the company is responsible
- Safety violations due to severe negligence.
- Stealing — unauthorized removal of, or other irregularities involving, company funds, company property, other property for which the company is responsible, or the property of fellow employees
- Insubordination — refusing to perform a job when directed to do so by the supervisor
- Fighting or threatening to do bodily harm to others while on duty
- Intentionally falsifying company records, work documents, timecards, job applications, or employee benefit documents
- Unauthorized possession of weapons on the work site or company property
- Immoral behavior on the work site or on company property
- Harassment of any kind
- Use or possession of alcohol or narcotics on the job or reporting work while under the influence of alcohol or narcotics
- Gambling
- Calling off shift with less than two (2) hour notification
- Calling off shift after being denied vacation for the same day
- Attendance infractions that demonstrate a pattern (i.e. Fridays, Mondays, days after holidays, day before or after shift breaks, etc.)

Section 3: Should any Security Guard be found to be sleeping on the job or, otherwise, inattentive to their basic duty to remain alert and vigilant, the following corrective action will apply

- First Offense – May be an immediate termination based on the results of the investigation