

Agreement

between



THE WHITESTONE GROUP, INC.



and

Protective Service Officer's United

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PREAMBLE

SECTION 1

This Collective Bargaining Agreement ("Agreement") is entered into this September 8, 2022, by and between The Whitestone Group, Inc., (hereinafter referred to as "Employer" or "Company"), and the PSO's United (PSOU or Union) on behalf of itself and its Local Unions throughout the United States and its Territories (hereinafter referred to as the "Union").

SECTION 2

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

SECTION 3

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment. It is the intent and purpose of the Company and the Union that this Agreement shall promote and improve industrial and economic relations between parties hereto, and to set forth provisions with respect to rates of pay, wages, hours of work and other terms and conditions of employment covering bargaining unit employees of the Company, and to provide a peaceful method of addressing grievances that may arise in the course of employment between the Company and the employees with respect to wages, hours, and other conditions of employment and to provide for an orderly collective bargaining relationship between the Company and the Union.

SECTION 4

The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair days work for a fair days pay and for all employees showing up on time for their scheduled work assignments.

DEFINITIONS

Active Employee: An employee who is not on any type of unpaid leave of absence.

Agreement: This Collective Bargaining Agreement between the Employer and the Union detailing the terms and conditions of employment and expectations of each party, one to another.

Business Days: Monday through Friday, excluding holidays. When any deadline set forth in this Agreement is set for "business days" and it falls on a day that is not a Business Day, the deadline will be deemed to fall on the next Business Day. Where this Agreement references "days" it is a reference to all calendar days.

Base Wage Rate: The negotiated rates of pay as set forth in this Agreement.

Call-in: Anytime an employee is required to report to duty when he/she is not scheduled to work.

Client: Department of Health and Human Services.

Contract: Contract GS-07F-0418K 9142S between the U.S. Department of Health and Human Services and the Employer, for the provision of security services at 200 Independence Ave. SW Washington, DC 20201.

Project Manager: Senior Employer representative responsible for the day-to-day management of the Employer's contract with its Client.

Disciplinary Action: Any action by the Employer against an employee that has the effect of depriving the employee of work opportunities or that goes in the employee's personnel file.

Employee: A Protective Security Officer in the bargaining unit referenced throughout this Agreement.

Full-time Employee: An employee normally scheduled for a 32 hour workweek or more.

Grievance: An action filed by the Union or an employee concerning an alleged violation, misinterpretation, or misapplication of any provision of this Agreement, company policy and procedures or the challenge of any disciplinary action taken against an employee.

Overtime: Wages paid at the rate of one and one-half (1½) times the employee's base wage rate for all hours worked in excess of forty hours per workweek.

Part-time Employee: A bargaining unit employee normally scheduled for less than 32 hours per workweek.

Probationary Employee: Any newly hired employee shall be deemed to be on probation for the first 90 calendar days on site.

Productive Post: Any post by which an employee is providing direct support to the Client. This includes temporary additional services, relief post, and normal staffing.

Shop Steward: An elected or appointed representative designated by the Union as responsible for handling grievances. Shop Stewards have no authority to take strike action or any other action interrupting the Employer's operations.

Straight-time Hours: Straight-time hours include regular hours worked and paid at the base wage rate, vacation taken, paid sick leave/personal taken, bereavement leave hours, jury duty leave hours, and training hours. Straight-time hours do not include any other paid hours, or cash out of paid sick/personal time.

Seniority: The priority of, or precedence achieved by length of service since employee's date of hire by the Employer, or any predecessor Employer at the site. In the case of two employees with the same seniority date, the employer with the lower number of last 4 digits of Social Security number will be placed ahead on the seniority list.

Worksite(s): The actual facilities in which work activities are performed in support of the Employer's contract with its Client.

ARTICLE 1: PARTIES, RECOGNITION, AND SCOPE OF AGREEMENT

SECTION 1.1 - Coverage.

This CBA covers only those security officers employed under Employer's Contract No. GS-07F-0418K 9142S with the Department of Health and Human Services.

SECTION 1.2 - Recognition.

The Company hereby recognizes the Union as the exclusive representative of all full-time and part-time, armed or unarmed security officers, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment for the bargaining unit employees as stated in the NLRB Certification of Representative in Case 05-RC-274523 and in accordance with the National Labor Relations Act, as amended, or as voluntary recognized or certified in the future.

SECTION 1.3 - Employees.

For the purpose of this Agreement, the term "Employee" shall include all armed Protective Security Officers (PSOs) employed by Company performing guard duties as defined by Section 9(b)(3) of the National Labor Relations Act, assigned to Federal facilities in the following locations: **200 Independence Ave., SW, Washington, DC**, excluding office clerical employees, managerial personnel, supervisors as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or

participating in pre-hire training programs offered by the Company shall **not** be considered employees under this Section.

SECTION 1.4 - Non-Bargaining Unit Personnel.

Except as otherwise authorized by this Agreement, individuals not in the bargaining unit shall not perform work traditionally performed by the bargaining unit if such assignment would result in the failure to replace departed unit officers, layoff of an officer or reduction in the regular, straight time work opportunity of a full time bargaining unit officer in any work week.

SECTION 1.5 - Probationary Employees.

All Employees newly hired, or rehired after termination of their seniority, shall be classified as probationary Employees for a period of ninety (90) days from the date of hire or rehire. The date of hire shall be considered the first day standing post. During the probationary period, employees shall be paid the wage and H&W benefits at rates set forth in this Agreement. During the probationary period, the employment relationship between the Company and the probationary Employee shall be at will and the probationary Employee may be subject to discipline or discharge at the discretion of the Company without recourse to the grievance provisions of this Agreement.

SECTION 1.6 - Part-time Personnel.

The Company may use part-time bargaining unit employees to perform bargaining unit work. The status of an employee as part-time or full-time will be calculated based on a rolling six month average of weekly hours.

ARTICLE 2: UNION SECURITY & DUES CHECK-OFF

SECTION 2.1

All employees subject to this Agreement shall within thirty (30) days from their effective hire date, or the date of the signing of this Agreement, whichever is later, become members or agency fee payers, as a condition of continued employment.

SECTION 2.2

Employees meet the requirements of Section 2.1 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 agency fees, as defined by the United States 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).

SECTION 2.3

Upon notice from the Union to the Employer, the Employer shall give employees who fail to pay such dues or agency fees thirty (30) days' notice of termination of employment. 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.

SECTION 2.4

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. The Union accepts all responsibility for the authenticity of each of said authorizations and any said authorizations which are incomplete or in error shall be disregarded by the Company. Authorizations which are incomplete or in error will be returned to the Union immediately for correction. The Union shall indemnify and hold the Company harmless against any claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions as herein provided or in complying with this Union Security Article.

SECTION 2.5 - Dues Check-off Authorization.

Employees shall execute a Check-Off Authorization Card authorizing deductions from each paycheck in the amount of Union dues or agency fees. When the card has been executed in a manner suitable to the Union, the Union shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card that is incomplete will be returned to the Union for correction within five (5) business days of the Employer's receipt of the card. Dues and/or agency fees will not be deducted until such time as a legible, signed, and dated Union Check-Off card is received by the Company.

SECTION 2.6 - Effective Date of Check-off.

Check-Off Authorization Cards and notices received by the Company accounting officials will be effective on the signature date.

SECTION 2.7 - Payroll Deduction of Dues.

The Employer agrees to deduct Union dues for proportionate share payments from the wages of officers who authorize the Employer to do so on a properly executed Check-Off Authorization Card.

When a Check-Off Authorization Card is received by the Employer on or before any given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter 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, until revoked or canceled as provided in this Agreement.

Funds deducted shall be remitted to the Secretary/Treasurer of the Union via check not later than the fifteenth (15th) day of the month following the month in which such dues and/or agency fees are collected. The Company remittances of Union membership dues to the Union will be accompanied by a summary sheet including the employees' names and the amount of dues deducted from each.

SECTION 2.8 - Schedule of Deductions.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues 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.

SECTION 2.9 - Revocation of Dues Check-off.

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

An employee who has executed a Check-Off Authorization Card and who ceases to be employed in the bargaining unit the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or reemployed, further deductions of Union dues or agency fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

SECTION 2.10 - Final Paycheck.

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

ARTICLE 3: UNION RIGHTS

SECTION 3.1 - Stewards

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize the maximum of one (1) Shop Steward and one (1) alternate Steward per shift. Within thirty (30) business days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least ten (10) business days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in investigatory interviews that the employee reasonable believes might lead to discipline for the interviewed employee; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties may not interfere with the operations of the Company. Such activities may be conducted during working time, where agreed upon by the Company, but neither the Steward nor the employee shall depart from their normal job assignment without the clear written consent of the Company's Project Manager, or his/her designee.

It is expressly agreed and understood between the Parties that the Company may schedule investigatory interviews during working time and that in such circumstance the Steward is allowed to attend that interview during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward except when called upon while on duty to represent an employee in an interview with management.

D. Investigatory Interviews. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which the employee reasonably believes may result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward.

SECTION 3.2 - Union Posting.

The Union may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards allow posting of notices or permit such communications shall be at the sole discretion of the Government.

SECTION 3.3 - Union Activities.

Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement.

SECTION 3.4 - Government Cooperation.

The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of Company's customer, the United States government. The Union agrees to cooperate with Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a request from HHS or other agency of the United States Government shall not constitute a breach of this Agreement. Any action that HHS or other agency of the United States requests the Company to take may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

ARTICLE 4: MANAGEMENT RIGHTS

SECTION 4.1- General.

The Union recognizes that any and all rights concerned with the management of the business and the direction of work force are exclusively those of the Company unless expressly restricted by other provisions of this Agreement. The Company retains all of its normal, inherent common law and statutory rights to manage the business, whether or not exercised, as such rights existed prior to the time any union became the bargaining representative of the employees covered by this Agreement, except as expressly limited by, and consistent with the rights of the Union and its represented employees as set forth in this Agreement or as established by law, statutes, and government regulations.

The rights of management shall include the right to: determine the number of employees to be employed; hire, assign, schedule, lay off, recall, promote, demote, transfer, suspend, discharge, or otherwise discipline employees for just cause; determine, establish and implement new operational methods; determine, establish, and implement new terms and conditions of employment during the term of this Agreement in the manner that the Company deems necessary for the efficient operation of its business; determine, establish, or continue reasonable policies, practices, and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices, or procedures in order to prevent any redundancy or duplication of work or for any other reason provided such rights and policies are not in conflict with any provision of this Agreement and do not abridge the rights and benefits of employees as conferred by this Agreement or otherwise; determine and select the uniform and equipment to be used in the Company's operations and, from time to time, to change or to discontinue the use of any uniform or equipment and to select new uniforms or equipment for its operations, including equipment for new operations; reassign or relocate employees; to set the levels of satisfactory work performance, including quality and quantity of work; determine the personnel, methods, means, and facilities by which operations are conducted; set the starting and quitting time and the number of hours and shifts to be worked; institute security measures, security checks or searches designed to deter or detect theft or misuse of Company or client property, resources or assets; set and alter the frequency of pay periods; determine the number of hours per day or week that operations shall be carried on; establish day and night shifts, set the hours of work and the number of employees for such shifts, and from time

to time, to change the shifts and the hours of employees thereof; determine the fact of lack of work; use independent contractors to perform work or services as permitted under Section 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; determine the number, location and operation of departments, divisions, and all other units of the Company; make and enforce safety rules and rules governing the conduct of employees within the work site and for the maintenance of discipline; and take any other measures which are reasonable and necessary for the orderly, efficient, and profitable operation of its business.

SECTION 4.2

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The above rights of management are not inclusive of all manners or rights which belong to management. Any other rights, powers or authority the Company had prior to signing this Agreement are retained by the Company, except those which violate express provisions of this Agreement

SECTION 4.3 - Nature of Work.

It is recognized and acknowledged that the Company is in the business of providing quality service, through its employees, to the Government, its customers, and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements.

SECTION 4.4 - Policy Changes.

The Company agrees to notify the Union in writing prior to any change in policy or work rules affecting the terms and conditions of employment of the Bargaining Unit Employees, in order for the Union to register any suggestions or objections prior to implementation. This applies to permanent or extended policy or rules and not immediate or temporary policy or rules required to handle imminent or emergency situations. The Union retains the right to argue in the grievance process that the application of any such rule results in a lack of just cause to discipline an employee.

ARTICLE 5: HOURS OF WORK

SECTION 5.1

Job Assignments. If a vacancy occurs in a regular position covered by this Agreement or if a new position is created, the Company will post the open position for a period of ten (10) days. The Employer will fill the position by a bidding system based on the seniority, as defined in this Agreement, of the applicants for the position. Once the vacant position is filled and creates a second vacancy, the same procedure will be followed until all of the open positions and vacancies are filled. The position will be awarded within ten (10) days after the closing of the bids.

The Employer retains the sole authority to determine the jobs (defined as days and hours of work) that need to be filled. On execution of this Agreement, the Employer will submit to the Union a list of all jobs currently on site, listing the days and hours of work for each such job and the employee who currently holds each such job. All jobs will have consecutive days off.

If the Employer's operational needs require that a job or jobs be eliminated, then the employee holding it will be bumped from the job and given an opportunity to bump a junior employee from another job. (For jobs that have more than one unit employee, the junior most employee will be bumped from the job and will have the rights set forth in this Article to bump a junior employee.)

Changing the days of work of a job will be considered a change in the job such that it will trigger an incumbent employee's right to vacate the job and bump a junior employee from another job.

Any change in shift start or end time of more than one hour on either end will be considered substantial enough to trigger the incumbent employee's right to vacate the job and bump a junior employee from another job.

Any employee who is bumped from his job pursuant to this Section will have the bumping rights described herein.

The bumping process set forth above will be limited to filling two jobs as a result of the process; the Company will have the right to fill any other vacancies with other unit employees.

If the Employer needs to change jobs as described in this Section in so substantial a number that the bumping process would become impractical, the Employer will have the right to hold a unit wide job pick by seniority. The Employer will work with the Union to implement a process for the pick.

SECTION 5.2 - Workweek.

The Company's workweek shall begin on Sunday at 12:00 a.m. and ending the following Saturday at 11:59 p.m.

SECTION 5.3 – Workday.

The normal workday shall consist of twenty-four (24) hours beginning at 12:00 a.m. and ends at 11:59PM.

SECTION 5.4

A. Extra Work Opportunities. The Company will distribute overtime opportunities as follows:

1. The Company will utilize a quarterly sign-up sheet for employees to indicate their interest extra work opportunities. When the Company has more than 24 hours notice of a staffing requirement that will result in an extra work opportunity for one or more unit employees, the Company will contact employees, in order, on the sign-up list to offer the extra work opportunity. Upon receiving the call, that employee will then be moved to the bottom of the list, whether he accepts or declines the assignment.

2. The Company will be allowed to skip people on the sheet if there are employees on the sheet whose work on the overtime opportunity (along with their scheduled work days in the remainder of the workweek) would not cause them to exceed 40 hours during that workweek. If such employees are called though, the call will result in them being placed on the bottom of the list as described above.

B. Hold Over. Subject to the terms set forth herein, the Employer shall have the right to holdover employees until relieved and/or to require an available employee to provide coverage of the post.

When the Company has less than 24 hours advance notice that a post will be short of staffing, the Company will be allowed to force holdover the employee assigned to that post for the immediately preceding shift to remain on duty until a replacement is found, subject to the following requirements on the Company:

1. The Company is required to seek volunteers from among the other employees who are scheduled to finish their shift at the same time as the need to fill the other post begins. The Company will make reasonable efforts to evenly distribute such volunteer opportunities, but will not have to use the sign up sheet used for advance noticed extra work opportunities.

2. If the Company cannot find a volunteer to cover the need, the forced employee cannot be forced to stay more than four hours beyond his scheduled end time. If the need remains unfilled at that point, the Company can fill the need with non-bargaining unit personnel.

3. The Company will make reasonable effort to not require any employee to holdover if it results in more than a 12 hour workday.

SECTION 5.5

Officers will sign-in at their scheduled start time and sign-out when they are properly relieved. If an officer is instructed to document an erroneous arrival or departure time, then that officer must immediately contact Management without fear of reprisal.

SECTION 5.6 – Switching Shifts.

With the approval of the Contract manager or his designees, employees will be allowed to switch shifts. The employee originally assigned to the shift will notify his supervisor 24 hours in advance of the switch. The employee covering the shift will be required to report on time and work the entire shift (and any applicable holdover) as though it was his normally scheduled shifts. Switching of shifts cannot be done if it would result in additional overtime for the Employer.

The Company will make a form available for employees switching shifts to submit to management.

SECTION 5.7 - Breaks.

Employees who work less than eight hours will receive two paid 15 minute breaks.

Employees who work eight hours or more will receive one 30 minute unpaid break and three 15 minute paid breaks.

SECTION 5.8 - Guard Mount (“Walk Time”).

Gear-up and Gear-down; also referred to as guard mount. Officers shall receive actual pay for gear-up time before the start of the shift to: report for duty, receive equipment, attend guard mount, and to travel to their assigned posts. Officers shall receive actual pay for gear-down time at the end of the shift to leave their post, return to their gear-down station and turn in equipment. Late arrival to Gear-Up will subject the employee to disciplinary actions in compliance with the late section of the Discipline Article of this Agreement. It is understood and agreed that 20 minutes will be paid for Gear-Up; 10 minutes will be paid for gear down for a total of thirty paid minutes classified as “Guard Mount”) Each employee will be paid one thirty minute guard mount in any given 24 hour period they work. accordingly.

SECTION 5.9 - Report Pay.

When a non-probationary Employee reports for a regularly scheduled or confirmed call-in shift, he/she will be guaranteed a minimum of four (4) hours of work if the employee reports to the site without being contacted by management not to report. The Company may give the employee the option of leaving before the four hours of work, in which case the employee will only be paid for actual hours on duty. For employees who hold jobs that are only required to report when the Government agency is open for business, employees will go by OPM closing notices to dictate the employee’s reporting obligation; if such an employee reports to work as scheduled prior to OPM announcing a closure, then the minimum hours guarantee in this Section will apply. This section is only applicable provided the government (client) notified the company in sufficient time to

notify employees. Provided the company can invoice the government for this non-worked time; the company will pay the employee.

ARTICLE 6: WAGES

SECTION 6.1- General.

All employees shall receive the following hourly rates:

Effective October 1, 2022	Effective October 1, 2023	Effective October 1, 2024
\$32.42.	TBD- Parties will reopen Agreement to negotiate wage rate	TBD- Parties will reopen Agreement to negotiate wage rate

SECTION 6.2 - Pay Days.

Pay days shall be Semi-Monthly,. Employees will be paid on the 25th of the month for hours worked 1-15 and employees will be paid on the 10th of the month for all hours worked 16-EOM for the previous month. The Company reserves the right to change pay periods or paydays for legitimate business reasons, provided the Union and Employees are given at least eight (8) weeks' notice of the change.

SECTION 6.3 - Overtime Pay.

Overtime pay is calculated at one and one-half (1 ½) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked.

SECTION 6.4 - Undisputed Error.

The Employer shall rectify and pay all pay discrepancies, that were the fault of the Employer or its payroll servicer(s), amounting to 24 or more hours pay within three business days after the discrepancy (with all supporting documentation) has been submitted to the payroll department. Discrepancies of lesser amounts will be rectified and paid the following payday after the discrepancy (with all supporting documentation) has been submitted to the payroll department.

In the event of an overpayment situation, the Company will work with the affected employee to establish a re-payment plan.

SECTION 6.5 - Personal Data.

Employees shall promptly notify the Company's Director of Human Resources in writing on a Company-provided form of their proper mailing address and telephone number, and of any change of name, address, or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records.

ARTICLE 7: LEAVES OF ABSENCE

SECTION 7.1 - Court Leave.

An Employee who is required to report for jury duty shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of five (5) work days; provided, however, for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay (without any supplemental fringe benefit payments), less the amount received by the employee from the court or government agency.

SECTION 7.2 - Military Leave.

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

SECTION 7.3 - Bereavement Leave.

An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's parent, sibling, child, step-parent, step-child, stepsibling, spouse, spouse's sibling, mother in law, father in law, grandparent or spouse's grandparent. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased. Additional unpaid leave of sixteen (16) hours will be provided for Employees who attend out-of-state funerals for eligible immediate family members if attending the funeral requires travel of over 150 miles from the Employee's place of residence.

SECTION 7.4 - Family and Medical Leave.

The Company will comply with the requirements of the Family & Medical Leave Act (FMLA).

SECTION 7.5 - Sick and Personal Leave.

The District of Columbia "Accrued Sick & Safe Leave Act of 2008", as amended, ("DC Act") is incorporated into this Agreement. Where there is conflict between the terms of this Agreement and the DC Act will control.

A. ⁵⁶ ~~Annual~~ Annual sick leave. All Employees will be awarded 56 hours of sick leave at the beginning of the calendar year. Although sick leave hours are "front loaded" as set forth above, the accrual rate is one hour of sick leave for every paid hour of work or vacation taken. If an employee

leaves employment before he has enough such paid hours to accrue the number of sick leave hours taken in that year, pay for the unaccrued hours will be deducted from the employee's final paycheck.

Sick leave may be used for the purposes set forth in and in accordance with the notice requirements set forth in the District of Columbia "Accrued Sick & Safe Leave Act of 2008", as amended.

B. Rollover unused leave. At the conclusion of each year (Nov 1 – Oct 31), earned but unused Sick Leave may be carried over into the next year. At no time will an employee be allowed to carry a balance of more than 112 hours of Sick Leave; if the balance exceeds that, the employee will not be credited for additional accrual. Unused Sick Leave will carry over each October 1st from contract year to contract year. Unused sick leave in excess of 56 hours will be paid out to the employee at their straight time rate of pay without fringe benefits no later than the end of October each year as applicable. Unused Sick Leave hours will be paid out at retirement, resignation, or any other voluntary termination, but will not be paid out upon termination for just cause.

C. Increments. Sick leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee.

D. Vacation for Sick. After exhaustion of employee's available sick leave, an employee may use any earned vacation leave or personal leave for purposes of additional sick leave. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) may request to use accrued but unused vacation leave pursuant to the provisions of Article 11 or alternatively, after exhausting all accrued, unused paid leave may request unpaid leave not to exceed 30 calendar days' subject to approval by the Company at its discretion. An employee may not use vacation leave for medical reasons until all sick leave is exhausted.

E. Sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement.

F. An employee who has been absent due to illness for three (3) consecutive duty days shall be required to provide verification from a medical provider confirming the employee's illness and authorization for absence from work. Failure to provide the required physician's verification shall be grounds for discipline up to and including termination.

SECTION 7.6 - Notice of Absence.

An employee who foresees that they will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company two weeks notice of his/her anticipated absence (or if two weeks 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.

SECTION 7.7 - Medical Certifications.

An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (2) consecutive work days shall be required to provide to the Company's Director of Human Resources a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work. 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 Agreement, 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 that Act shall control and will supersede any provision of this Article which is inconsistent with the Act.

SECTION 7.8 - Union Leave.

The Company agrees to grant two (2) Union officers or delegates a leave of absence without pay upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

SECTION 7.9 - Rate of Pay.

Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, 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 8, 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 8: HOLIDAYS

Section 8.1 – Holiday Allowance.

All employees will receive a Holiday Allowance of eight (8) hours pay at his straight time rate of pay for the following eleven (11) holidays:

Christmas Day
New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Independence Day
Memorial Day
Juneteenth
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day

Employees must work the day before and the day after a holiday to receive the Holiday Allowance, provided the day before and the day after a holiday is not the employee's regularly scheduled day off, or the employee was on a pre-approved vacation day, or a sick day verified by a note from a medical provider.

An eligible part-time employee will receive a Holiday Allowance based upon his or her average daily hours for the previous two (2) weeks' work. Holiday pay that is prorated under this Article shall be rounded up or down to the nearest whole hour.

An employee who is requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday, shall not receive the Holiday Allowance and shall be subject to discipline in accordance with the disciplinary procedures in Article 12.

It is expressly agreed and understood that employees shall not be entitled to Holiday Allowance when on workers' compensation leave or unpaid leave of absence.

Section 8.2 – Rate of Pay for work on a Holiday.

An employee assigned to work on a holiday will receive regular pay rate, together with applicable Health and Welfare benefits and other fringe benefits, for all hours.

ARTICLE 9: VACATION

Section 9.1 - Eligibility.

All Employees will earn vacation time up to the maximum amounts set forth below.

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of twelve (12) years of service:	160 hours
Upon completion of fifteen (18) years of service:	200 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each subsequent anniversary to the date of hire with the Company or predecessor to the Contract between the Company and the Government. It is understood that each anniversary ("anniversary date") occurs twelve months from the employee's verified start date on the contract at this facility by the predecessor or original date of hire by the Company to the Contract between the Company and the Government. Employees shall not be entitled to vacation under the above schedule until the Employee has completed each twelve (12) months of employment. If an Employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor shall not be entitled to any vacation pay.

Section 9.2 - Vacation Accrual. Vacation for all employees is earned and accrued based on the employee's hours paid during the anniversary year. The accrual schedule shall be as follows:

1st through 5th years of employment:	.048 hours per paid hour
6th through 10th years of employment:	.072 hours per paid hour
11th through 15th years of employment:	.096 hours per paid hour
16th year of employment and after:	.120 hours per paid hour

No Employee may earn more than the maximum for that Employee's years of service.

"Paid hours" as used in this Section includes paid vacation hours for vacation actually taken, paid sick leave hours for sick leave actually taken, time spent in training/qualification, holiday allowance pay, bereavement pay, and jury duty pay any hours paid for under this CBA.

On the employee's anniversary date, he or she will be credited with the vacation hours he or she earned over the previous 12 month as per the above formula.

Part-time employees will be paid for vacation days/weeks on a pro-rata basis of their average hours over the last 52 weeks.

Section 9.3 - Cash Out.

Any accrued and unused vacation will not rollover and shall be paid out in cash to the employee in the first full regular pay period after each subsequent anniversary date. An employee with accrued and unused vacation on the books upon separation from employment shall be paid such unused vacation balance in cash. An employee with accrued vacation on the books who wishes to receive cash prior to the end of the year in lieu of taking leave may do so at any time during the anniversary year, in increments of no less than (20) hours. An employee who cashes out vacation during the anniversary year shall not be entitled to take unpaid leave except under unusual circumstances that must be approved by the company. Vacation balance can not be cashed out if the balance will drop below 40 hours.

SECTION 9.4 - Vacation Carry-over.

An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, the contract's annual anniversary date, the employee's unused vacation shall be paid to the employee. Such unused vacation shall be paid on the first payroll date following the contract's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have not been used.

Section 9.5 - Rate of Pay.

Employees shall be compensated for vacation at the straight-time rate of pay that is in effect at the time the vacation leave is used. Supplemental fringe benefit payments will be included with vacation pay only for vacation actually taken but will not be included for any "cashed out" vacation pay. Vacation leave shall not be deemed hours of work for the purposes of computing overtime. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

Section 9.6 - Scheduling.

In January of each year, employees will pick vacation slots for the calendar year in one week increments in seniority order. After that pick is completed, vacation requests will be awarded on a first-come, first-serve basis.

At least 5% of the workforce may be on vacation at any time.

ARTICLE 10: HEALTH AND WELFARE BENEFITS

The amounts listed below will be the hourly health and welfare benefit ("H&W Benefit") for all hours worked on post, training, and vacation taken, up to forty (40) hours per week and up to a total of 2080 hours per contract year for all Employees covered by this Agreement as described in this Article.

Current:	\$4.50
Effective October 1, 2022:	___\$4.80___
Effective October 1, 2023:	___TBD- Parties will reopen the Agreement to negotiate H&W___
Effective October 1, 2024:	___TBD- Parties will reopen the Agreement to negotiate H&W___

H&W Benefits will be contributed to the company benefits plans.

ARTICLE 11: DISCIPLINE AND DISCHARGE

SECTION 11.1 - Just Cause.

No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in this Agreement. Provisions of the Company handbook and other unilaterally promulgated rules of the Company must still meet the standards of just cause when used as a basis for discipline and the Union will have the right to contend that such a rule rendered the ensuing discipline unjust.

For the following alleged offenses, the Parties agree that a proven violation shall constitute just cause for discipline up to and including discharge and that the jurisdiction of any arbitrator hearing a grievance under this Agreement will be limited to a determination of whether or not the accused employee actually committed the offense. The arbitrator shall not have the authority to reduce a discharge or otherwise modify the discipline imposed by the Company for a proven violation of any of the following:

- Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.
- Insubordination (including, without limitation, deliberate failure to carry out assigned

tasks, refusal of a direct order, abusive language directed toward a supervisor, and similar conduct).

- Conducting personal affairs during official time without prior approval from the Employee's supervisor or Project Manager.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- Theft, vandalism, or criminal acts.
- Drinking or drunkenness on the job: use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- Misuse of weapon(s), violation of the Company weapons policy, or possession of private firearm or other private weapon on the job.
- Violation of Government security procedures: Post orders, SOP's or regulations, including, without limitation, those set forth in the Security Guard Information Manual or SmartBook.
- Violation of state or federal laws regarding the possession or use of a firearm.
- Unauthorized post abandonment.
- Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- Falsification of time records.
- Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Sexual, racial or verbal harassment in violation of company policy.
- Any violation for which the Company receives a 2820 from the Government (discrepancy report after failed testing).
- Neglect of Duty, including sleeping while on duty, or any action which causes the assessment of a penalty against the Company by the United States Government or DHS
- Failure to appear for work without notice ("no-call no-show") three (3) times in year.
- Any verbal or other act which threatens, coerces or intimidates any manager, supervisor, employee or any person at the facility.
- Use of cell phone or other electronic devices for other than official duties or without express permission from the supervisor.

It is expressly agreed and understood that the Company shall have the right to establish from time to time other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same. The employer shall have the right to determine the level of discipline consistent with standards of just cause.

SECTION 11.2 - Absenteeism.

Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to be absent from work or late reporting to work without prior authorization, unless the employee uses approved sick leave to account for the absence and has called in at least (4) four hours in advance. Sick leave may not be used to account for tardiness.

- A. Employees shall provide as much advance notice as possible of an absence or tardiness. Notice of an absence will be given at least four (4) hours in advance. Failure to provide at least four (4) hours' notice of an absence to the Program Manager/Supervisor in advance may result in skipping of a one step in the progression of discipline described below, and the employee shall not be eligible to use sick leave to excuse the absence. (There shall be no skipping of a step in the event of tardiness.)
- B. Each unauthorized absence (after using sick leave to excuse absences, or in the event of ineligibility due to late notice) or late reporting for work will result in the following disciplinary progression, unless it is determined that mitigating circumstances rendered the event beyond the employee's control.
 1. With respect to the first unauthorized absence or second tardiness within any consecutive nine (9) month period, a written reprimand will be given.
 2. With respect to the second unauthorized absence or third tardiness, or first absence without at least four (4) hours notice, within any consecutive nine (9) month period, a written reprimand one day suspension will be given.
 3. With respect to the third unauthorized absence or fourth tardiness within any consecutive nine (9) month period, a five (5) day suspension will be given.
 4. With respect to a fourth unauthorized absence or fifth tardiness, or second absence without at least four (4) hours notice, within any consecutive nine (9) month period, The employee may be terminated

SECTION 11.3 - Standards of Conduct.

It is acknowledged and recognized that the Company is in the business of providing quality security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 12.1. It is expressly agreed and understood that the issuance of a 2820 by the Government shall constitute prima facie evidence of failure to meet this standard and shall constitute just cause for discipline without the need for any government or client witness to appear and testify at any subsequent arbitration proceeding. The Union shall be shown a copy of the 2820. However, nothing in this section shall be considered to relieve the Employer of its obligation to perform an independent investigation of all disciplinary matters.

Section 11.3a Progressive Discipline.

The Company will follow the principle of progressive discipline. For offenses that do not rise to the level of termination, the following will apply:

- On the first offense, a verbal warning will be given'
- On the second such offense within any consecutive 9 month period, a

written warning will be given.

- On the third offense within a consecutive 9-month period, the employee will be suspended for three (3) days
- On the fourth offense within a consecutive 9-month period, the employee will be terminated.

SECTION 11.4 - Government Action.

If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on Company to relocate or reassign employee to any other contract.

SECTION 11.5 - Voluntary Quits.

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

- A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
- B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
- C. The employee fails to report to work within forty-eight (48) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the employee's Project Manager, verified by the Company.
- D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 12: GRIEVANCE MEDIATION AND ARBITRATION PROCEDURES

SECTION 12.1 General Provision.

In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the

responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company.

SECTION 12.2 Grievance Process

Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor and/or Captain within ten (10) calendar days of when the employee knew or reasonably should have known of the contractual violation in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee.

Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor or Captain in Step 1, the grievance must be elevated to the Program Manager, in writing within ten (10) calendar days. If within ten (10) calendar days following the Step 1 meeting the Supervisor has not responded to the Union, then the ten (10) calendar days period for the Union to elevate the matter to Step 2 will be triggered. The Program Manager shall have ten (10) calendar days from date of receipt of the Step 2 submission to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means as needed.

Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Contract Manager or Vice President of Operations in writing signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought. The submission to Step 3 must be made by the Union no later than ten (10) calendar days following the written rejection at Step 2. If the Company does not respond to the Step 2 submission within ten (10) calendar days, then the time period for the Union to elevate the grievance to Step 3 will automatically begin. The Contract Manager or Vice President of Operations shall answer the grievance in writing within ten (10) calendar days after receipt of said grievance.

Section 13.4 Submission to Arbitration.

If after receipt of the Step 3 response, or if the Company does not respond within ten (10) calendar days and the grievance is not settled at Step 3, the Union may, within ten (10) calendar days after receipt of the Company response or non-response to Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company ten (10) calendar days after the Union receives the Company's Step 3 answer, or within ten (10) calendar days after the deadline for the Step 3 answer has passed with no response from the Company. Within ten (10) calendar days of service of the arbitration notice, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service and the parties will alternate striking names from the panel until one name is

remaining. The party making the first strike will be chosen by random method. Within ten (10) days after the parties have chosen an arbitrator from the panel, the Union shall contact the arbitrator to obtain a hearing date. The time limitations set forth in this Article are deemed of the essence of this Agreement. No grievance shall proceed to Arbitration unless it is submitted and pursued within the time limitations and provisions set forth herein.

The Arbitrator shall conduct a hearing on the grievance. The decision or order of an Arbitrator shall be final and binding and shall be in writing. Any back pay award shall be reduced by any sums received as unemployment compensation or from other interim employment.

The Arbitrator shall have no authority to alter, amend or add to this Agreement. None of the time limits or presentation requirements contained in this Article may be waived or extended except by mutual agreement in writing. All fees and expenses of the arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing Party shall pay such charge unless the parties agree otherwise in a specific settlement. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

SECTION 12.3 - Decision.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

SECTION 12.4 - Special Time Limitations.

Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Contract Manager or, in his/her absence, to his/her designee within ten (10) calendar days after the occurrence of the facts giving rise to the grievance.

SECTION 12.5-Failure To Comply With Time Limitations

: Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

ARTICLE 13: SENIORITY

Section 13.1

Government Seniority is the total length of time spent by an employee in any capacity in the continuous service of the present (successor) contractor for the time spent in performing on the Government contract itself, and where applicable, the total length of time spent in any capacity as an employee in the continuous service of any predecessor contractor(s) who carried out similar contract functions on the Contract. Government Seniority shall be used in determining the applicable fringe benefits earned by employees under provisions of the Service Contract Act and this agreement. Such seniority shall be computed from the first day assigned to post on the contract once the 90 day probationary period is successfully complete.

Section 13.2

An employee must have successfully completed three (3) months or 90 calendar days from date of hire with the Employer in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on probation and he may be disciplined, or his services may be terminated at the sole discretion of the Employer without any recourses by said probationary employee, with the exception of wages and condition of employment, to the grievance procedure set forth in this Agreement. The Union does not represent probationary employees in matters related to disciplinary action, terminations, or layoffs. The Employer, in exercising its rights in this Section, will not violate Article 8 of this Agreement. At the end of such probationary period, the employee shall acquire seniority from the first day assigned to post on the contract, as mentioned in Section 14.1 above.

Section 13.4

Seniority shall govern lay-off and recall, classification and post/shift openings if they can meet qualifications and requalification. Lay-offs shall be made in the following order, based on the employee's Seniority service:

1. Part-time employees
2. Full-time employees

Recall shall be in the reverse order of layoffs. Lay-offs shall be in inverse order of seniority.

Section 13.6

The Employer agrees to furnish the Local Union with an up-to-date seniority list every six (6) months. Seniority lists shall be provided by the Company at Union's request, to include full- time and part-time employees.

Section 13.7

An employee who transfers out of the bargaining unit to a supervisory position will not continue to accumulate seniority while transferred out of the bargaining unit. If the employee returns to the bargaining unit within a ninety (90) day period, the employee shall not lose his seniority rights in the bargaining unit, which he held at the time of transfer out of the bargaining unit. If the employee remains outside of the bargaining unit over ninety (90) days, his Union seniority will be terminated in the bargaining unit. However, said employee's total seniority for wage and benefits level entitlement shall remain unimpaired and unaffected. An individual will only be allowed to take advantage of the return w/ seniority rights set forth in this section one time.

Section 13.8

It is further expressly agreed and understood that all Bargaining Unit Employees are subject to assignment anywhere within the bargaining unit on an as-needed temporary basis. Selection for such temporary assignment will first be made from available Bargaining Unit Employees not otherwise already working or committed to work, based on the seniority system. Failure to comply with the assignment may lead to disciplinary action.

ARTICLE 14: CONTINUITY OF OPERATIONS

SECTION 14.1 - No Strikes.

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided herein. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged.

SECTION 14.2 - No Lockouts.

During the term of this Agreement, the Company shall not lockout the bargaining unit or any employee.

ARTICLE 15: CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including, but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information in their possession concerning the incident. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 16: DRUG AND ALCOHOL**SECTION 16.1. General.**

No The Company and Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement, although such terminations will be subject to this Agreement's grievance procedure and the Agreement's requirement that all discipline be for just cause. All testing will be done on paid for time for the employee.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

Intentional Failure to participate in Random Drug testing is just cause for termination.

ARTICLE 17: TRAINING AND QUALIFICATION

SECTION 17.1 - General.

It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. If the Government advises the Company of upcoming certification/suitability requirements, the Company will provide notice to the Employee.

SECTION 17.2 - Trainers.

All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

SECTION 17.3 - Firearms Qualification.

The Company shall afford employees the opportunity to have at least two (2) practice sessions prior to any formal weapons qualification or re-qualification testing. If an employee is scheduled for and fails to attend a practice session, the employee will be deemed to have forfeited one practice session unless such failure to report is the result of a documented emergency circumstance.

The employee shall be given two sessions (two attempts per session) to qualify. his/her contract specific weapon. The first session will be before the expiration of the employee's current certification. If the employee fails to qualify in that session, he/she will be taken off the site schedule. That employee will then have 30 days to re-qualify, during which time the employee will be given the opportunity to attend practice sessions. If the employee re-qualifies within 30 days of the certification's expiration date, he or she will be returned to his prior schedule with no loss of seniority or fringe benefits. Such employee shall be returned to the schedule after qualifying, providing such qualification takes place within thirty (30) days of his/her certification expiration date. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits. The Company is only responsible for the cost of initial training, initial qualification, and one requalification event. The employee will be responsible for all cost incurred beyond this requirement, up to a maximum of \$225.

No person is allowed to work on this site who does not have a valid certification.

An employee who presents the Employer with a valid FPS qualification certificate (that meets the contract's requirements) from another employer will be deemed qualified for six months after the date of that certification.

SECTION 17.4 - Payment

Except as otherwise provided in this Agreement, Employees attending any training presented by or coordinated at the direction of the Company will be paid this Agreement's hourly rate of pay, excluding shift differential, for all hours spent in said training.

Employees attending weapons qualification/re-qualification sessions scheduled and authorized, but not conducted, by the Company will receive this Agreement's rate of pay, excluding shift differential, for all company directed/authorized time spent at the facility.

SECTION 17.5 — Failure to Successfully Complete.

If an employee does not successfully complete any other government contract mandated training, despite the Employer making it available at reasonable times, having specific recertification requirements prior to his/her certification expiration date, the employee shall be suspended without pay for a maximum of thirty (30) days. If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) days time frame (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

ARTICLE 18: GENERAL PROVISIONS

Section 18.1

Supervisors and managers may perform bargaining unit work for purposes of instruction, training, or emergencies to cover for employee absenteeism until a bargaining unit employee can be contacted and brought in. Avoiding overtime is not considered an emergency. When supervisors or managers perform unit work for training purposes at a post, the trainee must be present and paid for all such time. Non-bargaining unit employees, including supervisory employees, shall not perform bargaining unit work except as provided herein.

Section 18.2

The Company will provide all necessary equipment (as determined in the sole discretion of the Company), as well as wash and wear uniforms, at no cost to the Employee. The Employer will provide one pair of boots per year to each employee at no cost to the employee. The Company will also provide replacement uniforms and equipment as needed when they are worn out and cannot be repaired, except for neglect. Employees shall machine wash and dry uniforms on a regular basis as needed using ordinary care to ensure that uniforms are not wrinkled or otherwise unpresentable to the public or to the applicable client. The Company reserves the right to inspect uniforms and/or equipment at any time to ensure that the Employee is properly maintaining their uniforms and/or equipment.

ARTICLE 19: SCOPE OF AGREEMENT

SECTION 19.1 - Duration.

This Agreement shall be effective October 1, 2022, through and including September 30, 2025, and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company.

SECTION 19.2 - Separability.

In the event that any provision of this Agreement (including attachments hereto) 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 of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 19.3 - Waivers.

The parties acknowledge that, during the negotiation which resulted in the 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 all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed.

SECTION 19.4 - Successors and Assigns.

Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

PSO's United



September 8, 2022

Chrissandra Jones

President

Protective Service Officer's United

THE WHITESTONE GROUP, INC.

 9/8/22

John D. Clark

President



September 8 2022

Angela Robinson

Treasurer

Protective Service Officer's United