



Agreement

Between

**OMNIPLEX World Services Corporation, a Constellis
Company**

And

Protective Service Officers United (PSO's United)

For The

AAMANDA Contract

In

Various Localities in Virginia

Effective July 29, 2024 through July 28, 2027

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: INTENT & PURPOSE OF THE AGREEMENT	1
ARTICLE 2: RECOGNITION & SCOPE OF THE AGREEMENT	1
ARTICLE 3: MANAGEMENT RIGHTS	1
3.1. Management Rights Defined	1
3.2. Miscellaneous	2
ARTICLE 4: NO STRIKES & NO LOCKOUTS	3
4.1. No Strikes	3
4.2. No Lockouts	3
ARTICLE 5: CLIENT SUPREMACY	3
ARTICLE 6: GRIEVANCE & ARBITRATION	3
6.1. Timeliness	3
6.2. Procedure	4
6.3. Appeal to Arbitration	5
6.4. Arbitrator Selection & Hearing Timeline	5
6.5. Arbitration Expenses	5
6.6. Arbitrator Authority	5
6.7. Suspension and Termination Grievances	6
6.8. Class Action Grievances	6
6.9. Information Exchange	6
6.10. Steward Pay	6
ARTICLE 7: DISCIPLINE & DISCHARGE	7
7.1. Disciplinary Policy	7
7.2. Just Cause	7
7.3. Serious Misconduct	7
7.4. Timeline for Imposition of Discipline	7
ARTICLE 8: SENIORITY	7
8.1. Probationary Periods (Full & Part-time employees)	7
8.2. Establishment of Site Seniority	7
8.3. Loss of Seniority	8
8.4. Lay-off	8
8.5. Recall	8
ARTICLE 9: HOURS OF WORK	9

9.1. Workweek	9
9.2. No Guarantee of Hours	9
9.3. Miscellaneous.....	9
9.4. Part-Time Employees	10
9.5. Employee Rights in Case of Schedule Change	10
ARTICLE 10: SHIFT BIDS, OPEN POSTS, & OVERTIME	10
10.1. Shift Bids.....	10
10.2. Open Posts	11
10.3. Overtime	11
10.4. Holdover.....	11
10.5. Additional Shifts.....	12
10.6. Assignment of Overtime	12
ARTICLE 11: WAGES & PAYDAY	12
11.1. Wages	12
11.2. Payday & Direct Deposit.....	13
ARTICLE 12: HOLIDAYS.....	13
12.1. Designated Holidays.....	13
12.2. Holiday Pay.....	14
(a) Holiday Pay (Worked)	14
(b) Holiday Pay (Not Worked).....	14
ARTICLE 13: PAID TIME OFF.....	15
13.1. Accruals	15
(a) Full-time Employees.....	15
(b) Part-time Employees.....	15
13.2. Use of PTO.....	15
13.3. Carryover.....	16
13.4. Termination of Employment.....	16
13.5. Miscellaneous.....	16
ARTICLE 14: LEAVES OF ABSENCE	16
14.1. Unpaid Personal Leave of Absence	16
14.2. Bereavement Leave.....	17
14.3. Jury Duty	17
14.4. Returning from a Leave of Absence.....	18
ARTICLE 15: INSURANCE	18

15.1. Insurance	18
15.2. Employer Benefit Plan.....	19
15.3. Miscellaneous.....	19
ARTICLE 16: 401(k) SAVINGS PLAN	19
16.1. Employer Contribution	19
16.2. Additional Employee Contributions	19
16.3. Miscellaneous.....	20
ARTICLE 17: MISCELLANEOUS PROVISIONS	20
17.1. Employee Injury.....	20
17.2. Updated Contact Information	20
17.3. Employer Drug & Alcohol Abuse Policy	20
17.4. Training & Certifications.....	21
17.5. Employee Appearance	21
ARTICLE 18: SEPARABILITY OF THE CONTRACT	21
ARTICLE 19: TERM & DURATION.....	21
ARTICLE 20: COMPLETE AGREEMENT.....	22
SIGNATURE OF PARTIES.....	23

PREAMBLE

This Agreement, which is effective this 29th day of July, 2024, is entered into by and between OMNIPLEX World Services Corporation (hereinafter referred to as “Employer”) and Protective Service Officers United (PSO’s United) (hereinafter referred to as “Union”), for and on behalf of those employees comprising the bargaining unit as defined in Article 2 of this Agreement.

ARTICLE 1: INTENT & PURPOSE OF THE AGREEMENT

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial relationship between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any grievances, and to set forth herein the Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

Unless otherwise annotated herein, economic provisions of this Agreement shall be effective August 1, 2024 and all non-economic provisions shall be effective with the start date of this Agreement.

ARTICLE 2: RECOGNITION & SCOPE OF THE AGREEMENT

The Union is certified as the exclusive collective bargaining representative, pursuant to NLRB Case 05-RC-326568, dated November 17, 2023, and defined as “All full-time and regular part-time Global Alarm Monitor Technicians, Alarm Monitor Technicians, and Visitor Control Technicians performing guard duties as defined by Section 9(b)(3) of the Act employed by the Employer on its AAMANDA subcontract at facilities in Chantilly, Virginia; Tysons Corner, Virginia; McLean, Virginia; and Springfield, Virginia; but excluding all other employees, confidential employees, professional employees, managerial employees, and supervisors as defined in the Act.”

ARTICLE 3: MANAGEMENT RIGHTS

3.1. Management Rights Defined

Except as specifically modified in this Agreement, the Employer retains the exclusive rights to manage its operations: to direct, control and schedule its operations and workforce and to make any and all decisions affecting the operations, whether or not specifically mentioned herein. Unless specifically abridged herein, these rights shall include, but not be limited to, the sole and exclusive rights to:

(a) Direct, control, and schedule the work force and make any and all decisions affecting the operations, to include, but not limited to directing employees to assist in training as needed.

(b) Determine the skills, competencies, and qualifications of employees and evaluate employees’ performance.

- (c) Hire, transfer, promote, and demote employees.
- (d) Discipline, including suspension/discharge of employees for just cause.
- (e) The sole and exclusive rights and authority to draft, issue, implement, enforce, and/or revise reasonable rules of conduct and performance.
- (f) Establish, change, combine, or eliminate job classifications.
- (g) Select supervisory employees.
- (h) Determine the number of posts, number of employees needed to work those posts, and increase or decrease the number of posts/employees needed to staff these posts; establish or discontinue posts temporarily or permanently.
- (i) Perform bargaining unit work as necessary due to unanticipated Client requirements or emergency circumstances.
- (j) Determine the processes, equipment, techniques, methods, and means by which services are provided, whether or not a reduction or increase in staffing results.
- (k) Determine shift starting and ending times, number of hours in a shift, assign shifts and posts, direct and schedule the work force.
- (l) Terminate, merge, or sell the business or any part thereof or subcontract all or part of the operations.
- (m) Determine and schedule when overtime shall be worked; hold over employees as necessary to fill vacancies; determine the manner in which overtime is to be assigned and/or vacancies are to be filled.
- (n) Determine reasonable work pace, work performance levels, and standards of performance of the employees.
- (o) Take any action(s) that are necessary for the Employer to meet contractual responsibilities in the provision of its services at all of the Client's facilities.

The above rights of management are not inclusive for all manners of rights which belong to and are inherent to management. Any other rights the Employer had prior to the signing of this Agreement are retained by the Employer and, as such, the Employer reserves the rights in all respects to carry out in addition the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

3.2. Miscellaneous

It is essential and expected that all employees act in a highly professional, courteous manner and will be held accountable for their duties, functions, and job requirements in support of the Employer's mission to provide a high quality of service to its Client. Except for those matters specifically addressed in the body of this Agreement, the Employer reserves the sole and exclusive

authority to draft, issue, implement, enforce, and/or revise reasonable rules of conduct and performance.

ARTICLE 4: NO STRIKES & NO LOCKOUTS

4.1. No Strikes

During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, work stoppage, slowdown, boycott, sit-down, sit-in, or other interruption with the Employer's work or the business of the Employer, or any impeding of business of the Employer, regardless of whether there is a claim by the Union of breach of this Agreement, or of Federal, State, or Local Law by the Employer. Any employee or employees who violate the provisions of this article will be subject to disciplinary action.

4.2. No Lockouts

During the life of this Agreement, the Employer will not lock out any employees covered hereunder.

ARTICLE 5: CLIENT SUPREMACY

The Employer and Union recognize that the Client may impose various demands and obligations upon the Employer and its employees. Nothing in this Agreement is intended to place the Employer in violation of its service contract with its Client.

Therefore, employees agree to comply with any verbal or written non-disciplinary directive issued by the Client. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the Client's rights under the contract between the Client and the Employer. Client directives and any claimed violation of this Agreement, which results from those directives, are not subject to the grievance or arbitration procedure except as to a dispute of whether or not the employee complied with the directive. Upon approval from the Client, documentation of Client directives will be provided to the union upon request. Verbal directives will be documented in accordance with company policy.

ARTICLE 6: GRIEVANCE & ARBITRATION

6.1. Timeliness

The number of days provided for in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. Time limits, prescribed herein, may be extended by written mutual agreement. Furthermore:

- (a) The failure of the Union to initially file a grievance, or to proceed to the next step of the

grievance procedure, within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a clear and unmistakable waiver of any future appeal concerning the grievance, including arbitration.

(b) The failure of the Employer to answer a grievance within the time limits specified shall permit the grievance to proceed to the next step of the grievance procedure.

For the purpose of this Section, Saturdays, Sundays, and federal holidays designated in this Agreement shall be excluded in computing time periods.

6.2. Procedure

Grievances shall be presented and processed in accordance with the following procedure:

Step One (Appeal to Operations Support Manager)

Any non-probationary employee having a grievance, or a non-probationary employee designated by a group of non-probationary employees having a grievance shall reduce the grievance to writing and present the grievance to the Operations Support Manager within 15 business days from the date the event giving rise to the grievance occurs or from the date on which the affected employee(s) became aware or should reasonably have become aware of the event giving rise to the grievance. The Union may also make this submission on behalf of employees. The written grievance shall be signed by the grieving employee of the Union and shall set forth the nature of the grievance and the adjustment sought if known. The Operations Support Manager shall give a written decision to the aggrieved employee and Union after the meeting and within 10 business days after receipt of the grievance.

Step Two (Appeal to Deputy Director of Operation)

If the grievance is not resolved at Step One, the aggrieved employee or the Union may in turn appeal the decision to the Deputy Director of Operations or his/her designee within 10 business days after the completion of Step One. The Deputy Director of Operations or his/her designee will meet with the aggrieved employee, the Union representative and the aggrieved employee's supervisor to discuss the grievance. The Deputy Director of Operations or his/her designee shall give a written decision to the aggrieved employee and to the Union within 10 business days after receipt of the Step Two grievance.

Step Three (Appeal to Director, Labor Relations)

If the grievance is not resolved at Step Two, the Union may, within seven business days, refer the grievance to the Employer's Director of Labor Relations (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) who will meet with the grievant and a Union representative and the aggrieved employee's supervisor to discuss the grievance. The

Employer's Director of Labor Relations (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) shall give a written decision to the to the Union after the meeting and within 15 business days after receipt of Step Three the grievance.

6.3. Appeal to Arbitration

If a grievance is not settled at Step Three, the Union may appeal the matter to arbitration. Notice of the appeal to arbitration must be served to the Corporate Director of Labor Relations no later than 10 business days after the Union receives the Step Three response. It is agreed that said notice may be made by email.

6.4. Arbitrator Selection & Hearing Timeline

No later than seven business days after any appeal to arbitration, the moving party shall be responsible for obtaining a panel of no less than seven Arbitrators from the Federal Mediation & Conciliation Service ("FMCS") from which the parties shall select an Arbitrator. Each party shall have a one-time right to reject a panel. The rejecting party shall have ten business days to obtain a new panel and shall be responsible for all associated costs.

Within 10 business days after receipt of the list of Arbitrators, representatives of the Union and the Employer will alternately strike names from the list of available Arbitrators. The moving party shall be the first to strike from the list of Arbitrators. The last remaining name on the list shall be the Arbitrator to hear the case. It is agreed this meeting shall be held telephonically.

Once an Arbitrator has been selected, the parties shall agree on a date by which the arbitration shall commence. That date shall be no later than ninety days from the date the Arbitrator is selected, unless mutually agreed otherwise.

6.5. Arbitration Expenses

The Arbitrator's fees and expenses shall be shared equally by the parties. The cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

6.6. Arbitrator Authority

The Arbitrator shall have jurisdiction and authority to only apply and interpret the provisions of this Agreement. It is understood and agreed to by the Union and the Employer that the Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator is permitted to weigh evidence to determine if the action taken is supported by just cause

pursuant to this CBA. The arbitrators shall not substitute their own judgment in making a decision, which would be contrary to this CBA.

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

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

6.7. Suspension and Termination Grievances

Where suspension or termination is the disciplinary action, the grievance procedure will start at Step Two.

6.8. Class Action Grievances

The Union shall have the right to file a grievance or grievances involving a class of one or more non-probationary employees beginning at Step One of the grievance procedure within 15 business days of the latter of (i) the event giving rise to the grievance; or (ii) the date on which the Union knew, or with the exercise of reasonable care, should have known, of the facts giving rise to the grievance.

6.9. Information Exchange

Upon written request, each party shall be entitled to copies of any and all documents and video within the possession or control of the other party relevant to a discipline, grievance, or arbitration, which it may legally release, such to be produced no later than 15 business days before the arbitration. This provision does not serve to limit in any way duties to furnish information under the National Labor Relations Act.

6.10. Steward Pay

Union representatives shall be relieved of their posts to attend the meetings described in Section 6.2. They shall be paid for time spent meeting with management when those meetings take place during the steward's work hours.

ARTICLE 7: DISCIPLINE & DISCHARGE

7.1. Disciplinary Policy

The Employer's "Progressive Disciplinary Policy" is hereby incorporated into this Agreement by reference. Should the Employer revise the disciplinary policy, the Union shall be provided a minimum of 14 days' prior notice of any change(s).

7.2. Just Cause

No employee, after completion of their probationary period, shall be disciplined or discharged without just cause.

7.3. Serious Misconduct

It is recognized that offenses may occur for which progressive discipline is not applicable (e.g., fraud, gross misconduct, sleeping, or the appearance of sleeping on duty, theft, alcohol, or drug use on duty, or reporting for duty exhibiting the effects of such use). Otherwise, discipline will be issued in accordance with the Employer's Progressive Disciplinary Policy.

7.4. Timeline for Imposition of Discipline

The Employer will make reasonable efforts to complete disciplinary investigations and issue discipline within 35 days of management becoming aware or reasonably should have become aware of the circumstances giving rise to the discipline. Should an investigation necessitate more than 35 days to complete, the Employer shall notify the union of such need.

ARTICLE 8: SENIORITY

8.1. Probationary Periods (Full & Part-time employees)

Newly hired full-time employees shall be in a probationary period until successful completion of 90 calendar days from the date the employee begins work at the Client worksite. Newly hired part-time employees shall be in a probationary period until successful completion of 240 work hours at the Client worksite.

During the probationary period, employees may be subject to discipline or discharge at the discretion of the Employer, without regard to the Grievance & Arbitration provisions of this Agreement. All other provisions of this Agreement are applicable to probationary employees working at the site, unless otherwise expressly provided or limited.

8.2. Establishment of Site Seniority

Site seniority shall be measured from the date of the employee's initial hire with the Employer. Employees hired on the same day will have their seniority determined by the last four numbers of

their Social Security Number, with the lowest of the last four considered the most senior.

8.3. Loss of Seniority

The seniority of an employee shall be lost for any of the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged under the terms of this Agreement, with just cause.
- (c) The employee fails, within five working days after receipt of the employee's notice of recall, to report to work as required by the notice, without reasonable justification.
- (d) A settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer.
- (e) The employee is laid off for a continuous period of one year.
- (f) The employee is absent from work for three consecutive workdays without calling the Employer and providing a reason for the absence.

8.4. Lay-off

Whenever it is necessary to lay-off employees, the Employer shall lay-off employees, in the following manner:

- (a) Employees volunteering to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the workforce, probationary employees shall be laid off second.
- (c) Should it be necessary to further reduce the workforce, non-probationary employees shall be laid off in the reverse order of their seniority. The Employer will have the right to lay off part-time employees before junior full-time employees, except that before doing so the Employer will offer the part-time employee the opportunity to remain, contingent on his acceptance of a full-time position, if a position exists. The part-time employee will be given two weeks to move to the full-time position. He will be given a choice of any vacant full-time position. In the event there are multiple full-time positions available, assignments will be determined based on seniority.

8.5. Recall

Employees who have been laid-off will be recalled in the reverse order they were laid-off.

Laid-off employees shall be subject to recall for a period of 90 days from the day of lay-off. In the event an employee is recalled, it is understood that all qualifications, certifications, and/or other requirements to return to work must be current.

In the case of a recall, employees who have been laid-off shall be notified at their last known address to report to work. The notice shall be by registered mail, with return receipt, to the address

maintained by the Employer. The Employer will also notify the employee via call and text message to the phone number the employee left on file with the Employer.

In the event a laid-off employee so notified fails to contact the Employer within seven days after such notice is mailed or declines to return to the vacancy identified, the employee shall forfeit his/her seniority and all reemployment rights associated therewith.

Each employee on a lay-off status must notify the Employer in writing with a copy to the Union, advising them of any changes of address and their availability for work.

ARTICLE 9: HOURS OF WORK

9.1. Workweek

The normal workweek shall commence at 0001 Sunday and end 168 hours thereafter at midnight on Saturday.

The Employer reserves the right to change the normal workweek or pay days for legitimate business reasons, provided the change is consistent with the law and the notice is given to the Union and employees a minimum of 14 business days in advance.

This section does not address the Employer's right to unilaterally revise an employee's work schedule (days and hours of work)

9.2. No Guarantee of Hours

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week. Nothing in this Agreement shall be construed as a limitation upon the Employer's right to schedule additional hours up to and including overtime.

Based on staffing requirements, shift hours may be modified to meet Client needs.

9.3. Miscellaneous

All employees shall provide the Employer in writing current reliable phone number(s) where messages can be left and provide updates within seven days of any changes. It is agreed that employees will validate their contact information, with the Employer no later than 14 days after the date this Agreement is ratified. Employees will be deemed to have received any messages or calls made to the phone number on file and will not be held responsible for messages or calls made by the Employer to any other number.

9.4. Part-Time Employees

Part-time employees are required to work a minimum of 40 hours per month, as long as the hours are available. A part-time employee will be required to keep on file with the Employer a rolling 12-week basis of his/her availability. A four-week rolling schedule will be sent to part-time employees via their work email and personal email address on file with the Employer.

If the Employer has short notice need for additional coverage, it will offer it to part-time employees in seniority order of part-time employees whose indicated availability would meet the need.

The failure of any part-time employee to work the minimum hours, as prescribed above, shall be considered a voluntary resignation.

9.5. Employee Rights in Case of Schedule Change

In the event the Employer (a) indefinitely cuts the total number of hours on a full-time employee's shift by more than five hours per week, or (b) changes the hours of a full-time employee's job by more than one hour (start time or end time), or (c) changes a full-time employee's days of work the employee will have the right to bump an employee with less site seniority. The bumping employee must be currently qualified for the job he/she seeks to bump to. The employee bumped will then be allowed to bump a junior employee from a job for which the second bumping employee is currently qualified. That process will continue until a bumped employee does not have seniority to bump to a job for which he/she is currently qualified. The union shall be responsible for overseeing any bumping action(s) and will report the final schedule change(s) to the Employer as soon as each occurs.

ARTICLE 10: SHIFT BIDS, OPEN POSTS, & OVERTIME

10.1. Shift Bids

The Employer shall notify employees of a vacancy (or a newly created post) on the first full pay period, or sooner, after the vacancy occurs. Notification of vacancies will be made to all employees via their Employer email address and any personal email address the employee has put on file with the Employer. The notice will include what current certifications and training are required for the vacant position. Interested employees will have 10 calendar days to place their bid with the Employer. Once the 10-calendar day bid period ends, the Employer shall within 10 calendar days award the assignment to the employee with the highest site seniority and in possession of all current certifications and training required for the assignment. Should an employee decline the awarded assignment, the Employer shall determine the next employee to be awarded the assignment under the aforementioned criteria. The Employer will notify successfully bid employee as soon as reasonably possible of the expected start date in the new position.

The Employer will train a current employee who applies for a vacant position before hiring a new employee to fill the position.

Once an employee is awarded a shift bid, he will not be eligible to bid on another post for period of six months.

10.2. Open Posts

After the Employer has exhausted all methods required by this Agreement to fill an open post, it will have the right to fill the post with non-union employees.

The Employer shall first attempt to fill any open post created by a scheduled or unscheduled absence with a qualified part-time employee, as long as it does not cause an overtime situation. However, if the open post can only be filled at an overtime rate, it shall be distributed among qualified full-time employees as equally as possible. When an open post occurs that will cause overtime, the provisions of 10.6. below will control.

In the event the Employer is unable to fill an open post with bargaining unit employees, as stated above, it shall have the unencumbered right to fill the post as it sees fit.

10.3. Overtime

Overtime pay will be paid at 1½ times the employee's basic hourly straight time rate for all hours worked in excess of 40 hours in a workweek.

No overtime work shall be required or permitted, except by direction of proper supervisory personnel of the Employer. Off-the-clock work is prohibited and must be reported immediately. All hours must be recorded accurately.

10.4. Holdover

If the Employer has less than twenty-four hours advance notice that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee is required to remain on post until relieved. The Employer shall use reasonable efforts to allow employees with childcare obligations to be relieved as soon as possible and shall allow such employees an opportunity to make necessary childcare arrangements. Failure to accept assignments or remain on post when not reasonably excused by a management shall be grounds for discipline up to and including immediate termination. If management has at least four hours'

notice of the need to hold an employee over on his shift, management shall inform the held over employee of the need at least four hours before the employee is scheduled to be relieved/off duty. If management does not have at least four hours' notice, it will give notice as soon as possible.

No employee will be forced to forfeit his regularly assigned hours later in the workweek when he is held over on shifts that result in some of his regularly assigned hours putting him over 40 hours for the week.

An employee cannot be forced to holdover on less than four hours-notice in situations in which management had sufficient notice of the staffing need before the start of the employee's shift.

10.5. Additional Shifts

The parties recognize that additional shifts, holdovers, and early call-ins are necessary to ensure continuity of security operations at the Client's worksite(s). Hours worked in the workweek will be a consideration for selection of employees for additional shifts, holdovers, and early call-ins.

10.6. Assignment of Overtime

When the Employer has advanced knowledge that overtime will be required, it will offer such work to available, qualified full-time employees, by rotation. The offer of the first such opportunity each calendar year will be given to the most senior person and then subsequent offers will be offered down the seniority list until each employee has been offered an opportunity. At that time, the offer returns to the top of the seniority list. Rejected overtime shall be considered as "overtime worked" for purposes of future overtime distribution. Should an insufficient number of qualified full-time employees agree to work overtime through this procedure, the Employer shall use a draft list which will work the same as the overtime offer list but beginning each calendar year with the most junior employee. It is the intent of this procedure that overtime work is distributed among employees as equally as possible.

ARTICLE 11: WAGES & PAYDAY

11.1. Wages

The Employer agrees to pay employees covered by this Agreement the following straight-time rates per hour, beginning with the first pay period after the effective date. Employees will be made whole back to the effective date of any increases:

Classification	Current Rate	August 1, 2024	May 1, 2025	May 1, 2026
Global Alarm Monitor Technicians	\$39.00	\$39.78	TBD	TBD
Alarm Monitor Technicians	\$34.00	\$34.68	TBD	TBD
Visitor Control Technicians	\$34.00	\$34.68	TBD	TBD

The parties agree to open negotiations for wages as noted above at least 60 days and no sooner than 120 days prior to May 1, 2025 and May 1, 2026. It is agreed and understood by the parties that all other Articles and Sections of the CBA remain in full force and effect during the opener period, and only Article 11, Section 11.1. shall be considered open.

11.2. Payday & Direct Deposit

Employees shall be paid pursuant to the Employer's regular pay period times. The current payday period of the Employer is bi-weekly, every other Friday. Employees are responsible for checking their paychecks and hours and reporting any variances in a timely manner to the Contract Manager.

The Employer reserves the right to change the normal workweek or pay days for legitimate business reasons, provided notice is given to the Union and employees a minimum of 14 business days in advance. This Section does not address the Employer's right to unilaterally revise an employee's work schedule work schedule (days and hours of work).

All current employees who are being paid via Direct Deposit will remain on direct deposit and the Employer will have the right to require all new employees to be paid via direct deposit.

ARTICLE 12: HOLIDAYS

12.1. Designated Holidays

The following shall be designated as paid holidays:

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

In the event that the holiday falls on a weekend, the term "holiday" will refer to the day that the Client designates as the holiday.

12.2. Holiday Pay

To be eligible for holiday pay an employee must have worked their last scheduled workday prior to the holiday and their next scheduled workday after the holiday or be on an approved vacation, personal leave, or sick leave in order to receive holiday pay under this Article.

An employee scheduled to work on a holiday who does not use a PTO day in accordance with requirements for use of PTO and who refuses to work the holiday or fails to report to work, if scheduled, will not receive holiday pay, and will be subject to discipline.

It is expressly agreed and understood that employees shall not be entitled to holiday pay when on any type of leave of absence.

Furthermore:

(a) Holiday Pay (Worked)

Employees who work on a holiday listed above will be paid at their straight-time hourly rate of pay for all hours worked on a designated holiday, plus eight hours holiday pay at their straight-time hourly rate.

(b) Holiday Pay (Not Worked)

Full-time employees will be paid eight hours at their straight-time hourly rate of pay. Part-time employees will be paid a proration of the full-time holiday benefit based upon his or her average weekly hours for the previous pay period.

12.3. Miscellaneous

If a designated holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time-off benefit that would have otherwise applied.

Hours which an employee does not work but for which they are compensated pursuant to this Article (e.g., holiday pay) shall not be considered hours worked for the purpose of computing overtime. An employee who is on lay-off, or on an unpaid leave of absence for any reason, including Family Medical Leave, Military Leave, Workers' Compensation, or any Unpaid Leave of Absence ("LOA"), shall not be eligible to receive holiday pay.

Hours paid, not worked, under this Article will not be considered as hours worked for the purpose of computing overtime.

ARTICLE 13: PAID TIME OFF

13.1. Accruals

Employees shall earn Paid Time Off (“PTO”) based on the criteria outlined below:

(a) Full-time Employees

Active full-time employees shall accrue PTO each week, based on the chart below:

Months of Service	Bi-Weekly Accrual	Not to Exceed
0 Months	4.62	120 hours
12 Months	5.38	140 hours
24 Months	6.15	160 hours
60 Months	6.92	180 hours
120 Months	7.69	200 hours

(b) Part-time Employees

Active part-time employees shall accrue PTO based on hours worked, calculated on no more than 40 hours per week, based on the chart below:

Months of Service	Hourly Accrual	Not to Exceed
0 Months	0.057692	120 hours
12 Months	0.067307	140 hours
24 Months	0.076923	160 hours
60 Months	0.086538	180 hours
120 Months	0.096153	200 hours

Employees who transfer to this site, with no break in service, after working for a Constellis group entity at another site will be given credit for accrual rate purposes for their time at the previous site employed by the Constellis group entity. In addition, those employees will be allowed to request Unpaid Leave in their first year of employment at this site. Such leave will be governed by the same request and approval rules as apply to requests by employees to use PTO.

13.2. Use of PTO

(a) When used as vacation:

Employees must submit a request for vacation periods of less than 40 hours no later than two weeks from the requested start date. Any vacation request for 40 hours or more must be submitted no later than 30 days from the requested start date. All requests for vacation must be submitted on a form provided by the Employer and shall be approved or denied by management in accordance with operational needs. In the event two or more employees submit a timely request for the same vacation period on the same day, seniority will govern.

The Employer will respond to vacation requests no later than 10 business days after receipt.

(b) When used to call off a scheduled shift:

Any employee who is unable to report to work because of illness must notify the employer, via phone call, at least four hours prior to the beginning of his/her shift. The Employer shall have the right to ask for proof to substantiate the call-off. The affected employee shall be required to use an equal amount of available PTO to cover their missed shift hours.

13.3. Carryover

A maximum of 200 hours of accrued PTO will carry over from one calendar year to the next. Any PTO in excess 200 hours is not paid out.

13.4. Termination of Employment

Employees shall be paid unused PTO which has vested upon termination of employment. Such payments shall be made in the payroll cycle which follows the employee's final paycheck.

13.5. Miscellaneous

(a) Accrued PTO is earned each pay period during which an employee is receiving pay, i.e., hours worked, PTO usage, holiday pay, etc. Employees will not accrue paid leave while on an unpaid leave of absence.

(b) PTO hours will automatically stop accruing once an employee's PTO balance hits a maximum accrual of 400 hours. Accruals will resume once the employee's balance is under 400 hours.

(c) Hours paid under this Article are not considered as "hours worked" and shall not be used in the computation of overtime.

ARTICLE 14: LEAVES OF ABSENCE

14.1. Unpaid Personal Leave of Absence

Consistent with Employer policy, an unpaid personal leave of absence may be granted at the sole discretion of the Employer.

Unpaid personal leaves of absence may be taken only with prior written approval of the Employer. Any employee on an unpaid leave of absence at the time a designated holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off or use of PTO as outlined in this Agreement.

An employee who does not return from an approved unpaid personal leave of absence as scheduled

and does not apply for and receives in writing an extension from the Employer will be considered to have voluntarily resigned.

The Employer will comply with all requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and the federal Family and Medical Leave Act (FMLA) of 1993 and any similar state laws.

14.2. Bereavement Leave

In the event of death of an immediate family, full-time, non-probationary employees will be granted up to 24 hours of paid leave, if the employee was otherwise scheduled work, to make or assist in making funeral arrangements and to attend the funeral.

For the purposes of this section, immediate family member includes spouse, cohabitating partner, child, parent, sibling, mother-and father-in-law, brother- and sister in-law, grandparent, or grandparent-in-law.

Upon request of the Employer, an employee shall be required to provide proof of need for the leave. If requested, proof must be provided to the Employer upon the employee's return from bereavement leave before payment will be affected.

Should a designated holiday occur during Bereavement Leave, the day will be paid as a holiday, not worked.

Hours paid under this Section will not be considered as time worked for the purpose of computing overtime.

14.3. Jury Duty

Unless otherwise required by state or applicable law, the Employer will provide up to 24 paid hours of Jury Duty Leave pay per year, during the period a full-time, non-probationary employee is called to jury duty and/or serves on a jury, as long as the employee was scheduled to work on the same day(s).

Employees are required to provide proof of jury duty service, such as a summons or other document from the court system in order to receive paid Jury Duty Leave. The summons or other document should be provided as soon in advance as possible.

On the day of jury duty service, or on the final day of a trial, if employees are dismissed because

they are not needed, the trial ends, or for any other reason, they are required to report to work immediately thereafter. Upon supervisor approval, the one exception is if the dismissal is late in the day and the employee cannot report to work during regular work hours. If an employee is dismissed from jury duty service during regular work hours and does not report to work, PTO must be used to pay for the partial day.

A full-time non-probationary 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 24 hours per year. In order to be eligible for compensation, an employee must have been scheduled to work on the days they are scheduled for jury duty and must have notified the Employer in writing no less than five business days from their receiving the jury duty notice or subpoena.

For each hour of such leave taken, the employee will be compensated by the Employer in an amount equal to his/her straight-time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays, and designated holidays unless the employee was otherwise scheduled to work on those days.

Should a designated holiday occur during Jury Duty, the day will be paid as a holiday, not worked.

Hours paid under this Section will not be considered as time worked for the purpose of computing overtime.

14.4. Returning from a Leave of Absence

Employees returning from an approved unpaid leave of absence who have not scheduled a specific date on which they are to return must notify the Contract Manager in writing at least 14 days before their anticipated date of return to work.

In addition, an employee returning from any Leave of Absence must meet all qualifications and certifications required of their position before being allowed to return to productive post time.

ARTICLE 15: INSURANCE

15.1. Insurance

Employees shall be allowed to participate in the Employer's Benefit Program under the terms outlined in the "Benefit's Guide." Employees shall be responsible for the premiums of selected benefits in accordance with the Benefits Rate Sheet.

15.2. Employer Benefit Plan

The Employer' benefit plan will comply with all applicable laws. Eligible employees may select benefits based on their individual and/or family needs. Participants may revise their selections during the annual Open Enrollment period or should a qualifying life event occur.

The Employer currently offers the following benefits:

- (1) 401(k) Savings Plan with multiple investment options.
- (2) Voluntary and/or supplemental medical, dental and vision plans.
- (3) Life and Disability Insurance.
- (4) Other benefits as determined exclusively by the Employer.

At the discretion of the Employer, all benefits may be administered through a Third-Party Administrator, of the Employer' exclusive choosing.

15.3. Miscellaneous

Employees may enroll eligible dependents in the medical, dental, and vision plans, as well as dependent life insurance.

The Employer's benefit offerings are renewed on an annual basis. Employee premium costs may increase/decrease accordingly.

Participation and eligibility to participate in the Plan(s) shall be governed by the terms of the Plan(s), which are incorporated in their entirety by reference into this Agreement.

ARTICLE 16: 401(k) SAVINGS PLAN

16.1. Employer Contribution

Employees are eligible to participate in an Employer sponsored 401(k) plan. The Employer will match 100% of the first 3% an employee contributes and 50% of the next 2%. The maximum Employer match is 4%.

16.2. Additional Employee Contributions

Employees may elect to make additional contributions by deferring wages, in accordance with the Plan eligibility requirements and applicable law(s). The Employer shall not make a matching contribution of any additional contributions.

16.3. Miscellaneous

Participation and eligibility to participate in the Plan shall be governed by the terms of the Plan, which are incorporated in their entirety by reference into this Agreement. All terms and conditions are outlined in the Plan document and are not subject to the Grievance or Arbitration provisions of this Agreement, unless they conflict with any language in this Agreement, in which case the Agreement language will prevail.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1. Employee Injury

In accordance with Employer policy, any employee injured while on the job must report the injury or injuries to the Employer as soon as possible after sustaining the injury.

17.2. Updated Contact Information

It is the obligation of each employee to keep the Employer and the Union informed of his/her current address and telephone number within one week of any change(s).

17.3. Employer Drug & Alcohol Abuse Policy

The Employer's Drug and Alcohol Abuse policy is hereby incorporated by reference.

The Employer shall make a good faith effort to conduct any testing during an employee's regularly scheduled shift. However, in the event this is not possible, employees shall be compensated at their regular rate of pay for time spent during testing.

The use of controlled substances or alcohol which causes intoxication or impairment on-the-job poses risks to the Employer, Client, affected employee, co-workers, and the public. Any employee who reports for duty, or is found while on-duty, exhibiting signs of intoxication and/or impairment, has the odor of alcohol on their breath, or is suffering from the residual effects of the use of a legal or illegal substance, shall be immediately terminated from employment.

Any employee using prescription or over-the-counter medications that may affect or impair coordination or judgment must notify the Employer prior to beginning work. The employee shall also provide a licensed physician's statement that the employee is fit to perform their duties while using medication prescribed by the physician to the Contract Manager. The Employer reserves the right to obtain a second opinion from a physician of the Employer's choosing and/or to consult further with employee's physician. Failure to notify the Employer before beginning work of any use of prescription or over-the-counter medications, as annotated above, subjects the employee to immediate termination.

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

17.4. Training & Certifications

Employees who attend training conducted by the Employer (or a third-party vendor to which the Employer assigns the employee to go for training) shall be paid their appropriate hourly rate of pay for all hours spent in training. The Employer shall also pay for any costs associated with current employees obtaining required certification(s), including fingerprinting obtained through a third-party vendor. The Employer is not required to pay for such costs prior to employment. However, Employees who have not received prior approval from the Employer to obtain any certifications through a third-party vendor, shall not be paid for any costs associated with the training or obtaining of any certification.

Any employee who fails to maintain the required certification(s), shall be removed from the duty schedule, and placed in an unpaid leave status. The affected employee shall have 30 days from the expiration of such certification(s) to bring the certification(s) back to active status, at which time the employee shall be placed back on the duty schedule into an open position, should one be available.

17.5. Employee Appearance

Employees are expected to report to work well-groomed and in clean and neat apparel for their shift.

ARTICLE 18: SEPARABILITY OF THE CONTRACT

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

ARTICLE 19: TERM & DURATION

This Agreement shall be in full force and effect on July 29, 2024 and shall remain in full force and effect until 11:59 pm July 28, 2027 and shall renew itself without change in year-to-year increments thereafter unless written notice of intended change is served by either the Employer or Union at least 120 calendar days but not less than 60 calendar days prior to the end of this Agreement, either of the parties hereto gives written notice to the other of an intent to terminate,

modify, amend, and/or renew the Agreement at the end of its current term.

In the event the Employer ceases to provide services on the contract with its Client, the Employer's obligations under this Agreement will end, except to the extent an arbitration proceeding is pending in which case any liability for the Employer for back pay shall be cut off as of the end of the Employer's contract.

ARTICLE 20: COMPLETE AGREEMENT

The Employer and Union 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 Employer and Union after the exercise of that right and opportunity are set forth in this Agreement.


Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The parties may upon mutual agreement negotiate changes to this Agreement. Any such changes, whether by addition, waiver, deletion, amendment, or modification, must be in writing and executed by both the Employer and the Union.

///SIGNATURE PAGE FOLLOWS///

SIGNATURE OF PARTIES

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed by their duly authorized representatives.

FOR THE EMPLOYER:



Michael W. Goodwin
Director, Labor Relations

7/30/2024

Date

FOR THE UNION:



Chrissandra Jones
President

July 30, 2024

Date