

AGREEMENT
BETWEEN

BTI SECURITY, INC.

AND

PROTECTIVE SERVICE OFFICERS
UNITED (PSOs UNITED)

Covering the bargaining unit at FEMA, 400 C St., SW, Washington DC

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made and entered as of the 8th day of September 2022, by and between BTI Security hereinafter referred to as the “Employer” or “Company”, and the Protective Service Officers United (“PSOs United”), hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section 1.1 - Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining for the following bargaining unit:

All full-time and regular part-time armed and unarmed security officers who perform guard duties within the meaning of Section 9(b)(3) of the Act and are employed by the Employer on its contract with the Federal Emergency Management Agency (FEMA) currently located at 400 C. Street, SW, Washington, D.C., but excluding all office clerical employees, professional employees, managerial employees, and supervisors as defined in the Act.

Section 1.2 - Employee Defined

The term “employee” when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1.1, above. The term “full-time employee” shall refer to employees who work at least thirty-two (32) hours per week. Worked hours include hours on post, training hours and paid vacation (not including cashed-out vacation.)

Section 1.3 - Bargaining Unit Work

Supervisors are not allowed to perform bargaining unit work unless in emergency situations and overtime is not considered an emergency situation.

The Employer will not use employees from other sites to work a bargaining unit post at this site. If the Employer does use such an individual for such purpose, the most senior bargaining unit employee who was not on duty at the time of the shift will be given credit for and paid for the hours worked on that shift by the non-unit individual. Such hours will count toward that bargaining unit employee’s hours for purposes of overtime.

Section 1.4- Sergeants & Lieutenants

Individuals designated by the Employer as Sergeants or Lieutenants will only be allowed to act in a supervisory capacity while they are so designated. Such designation will last for no less than one full shift. All supervisory personnel will wear identifying insignia while working in such capacity and will not wear such identifying insignia when not working in such capacity.

ARTICLE 2 – MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the work force is vested in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the work amount and location at its facility, to determine the type of services performed, to establish reasonable quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with established operating procedures, to formulate and enforce appropriate Employer rules and regulations, now in effect, or hereinafter enacted, if not covered by the provision of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline for cause, or relieve employees from duty because of lack of work, client or Government request, for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, to work which would otherwise be performed by the employees subject to this Agreement at the convince of the Government. The above- mentioned rights to reserve to management are not intended to deny or limit the Employer in other managerial rights which are not covered by this Agreement and which were previously exercised.

ARTICLE 3 - UNION SECURITY & MEMBERSHIP

Section 3.1 - Dues Requirement and Dues Check-off

All PSO's subject to this Agreement shall within thirty (30) days from their effective hire date become members or agency fee payers, as a condition of continued employment. Employees meet this requirement within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union 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). 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. If termination occurs as a result of dues/fees delinquency the Union hereby agrees to indemnify and hold harmless the Employer against any

and all liability, claims, suits, costs and legal fees caused by, or arising out of, the union security provisions of this Agreement, unless negligence of the delinquency occurred as a result of the Employer.

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 3.2 – 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.

Section 3.3 - 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 3.4 - Payroll Deduction of Dues

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 until revoked or canceled as provided in this Agreement. The Company will remit to the Union, via check, payment of all dues, agency fees, and/or late fees due, not later than the 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 and/or agency fees to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.

Section 3.5 - Revocation upon Separation

An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked 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 3.6 - 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 4 - SENIORITY

Section 4.1 - Seniority Defined

Seniority shall be the length of continuous service from the employee's last date of hire as an employee in the bargaining unit (for the Employer or for a predecessor federal contractor). Seniority for purposes of scheduling hours of work shall be the employee's date of hire on the FEMA site, Washington DC. No other variations or definitions of seniority shall be acceptable. Seniority shall be applicable in determining the order of layoff and recall and other situations as provided for in this Agreement. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security number, the most senior being the employee with the lowest number.

Section 4.2 - Probationary Period

Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days on site. Upon successful completion of probation, the employee's start date will be their seniority date.

The Employer shall have the sole right to discipline, layoff, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Section 4.3 - Seniority Lists

Seniority lists for the bargaining unit will be maintained by the Employer, Employer will provide copies upon request and shall be made available to Union representatives and Officers by request only. Seniority for this purpose is based on site seniority. An employee's standing on the posted seniority list will be final unless protested in writing to his or her supervisor not later than thirty (30) calendar days after the most current list has been posted. An employee who believes that the prior contractor furnished the Employer with an incorrect seniority date may have his or her seniority date corrected by providing the Project Manager with documentary evidence (i.e. pay-stub, hiring letter, W-2 form, etc.) generated by the prior contractor showing the correct seniority date. Seniority lists will be provided upon request.

Section 4.4 - Termination of Seniority

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

- The employee quits or retires;
- The employee is discharged under the terms of this Agreement, with just cause;
- The employee fails, within five (5) working days after receipt of the employee's notice of recall, to report to work as required by the notice, without reasonable justification;
- 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;
- The employee is laid off for a continuous period of one (1) year; and
- The employee is absent from work for three (3) consecutive workdays without calling the Employer and providing a reason for the absence.

Section 4.5 - Transfers to/from management

A unit employee who works in a management or supervisory role will be subject to the following rules of seniority:

- (a) The employee will have sixty (60) days after working a shift as a supervisor to decide to either return to the bargaining unit having maintained his seniority or to forfeit his seniority. If he chooses the latter option, if at some point he does return to a unit position, he will be given a seniority date of the date of his return to the unit.
- (b) A unit employee who works more than one (1) shift in a management or supervisory role within any rolling sixty (60) day period will begin with the first shift worked in management. If at some point he does return to a unit position, he will be given a seniority date of the date of his return to the unit.
- (c) An employee cannot elect more than once to return to the unit from a supervisory position. Any subsequent return will be with a loss of all seniority.

ARTICLE 5 - TRANSFERS, LAY-OFF, & RECALL

Section 5.1 - Order of Lay-off

Whenever it is necessary to lay-off employees, or in the event the contract for providing security services is terminated, not extended, or not renewed, the Employer may lay-off regular part-time and/or full-time employees, as it deems necessary, in the following manner:

When full-time positions are being reduced:

Probationary full-time employees shall be laid-off first; Should it be necessary to further reduce the full-time work force, the non-probationary employees shall then be laid-off in the inverse order of their seniority.

When part-time positions are being reduced:

Probationary part-time employees shall be laid-off first; Should it be necessary to further reduce the work force of regular part-time employees, the non-probationary part-time employees will be laid-off in the inverse order of their seniority.

Section 5.2 - Reduction to Part-time

If there is a reduction in work requiring a lay-off of full-time employees, lay-offs will be made in reverse seniority order. Full-time employees subject to lay-off shall have the option of taking a part-time position in lieu of a lay-off by bumping a part-time employee with less seniority. If there are no part-time positions available for the laid off full-time employee consistent with seniority, then the full-time employee will be laid off. The full-time employee must make that selection at the time of lay off or else loses the option for that period of lay off.

If there is a reduction in work requiring a lay-off of part-time employees, they shall be laid-off in the inverse order of their seniority.

Section 5.3 - Fringe Benefits during Lay-off

Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of lay-off.

Section 5.4 - Order of Recall

Employees who have been laid-off as a result of being displaced in accordance with this article will be recalled to work in the reverse order in which they were laid-off or transferred.

ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE

Section 1- Definition

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the

employee and immediate supervisor. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of similar problems.

Section 6.2- Procedure

Step (1) Employees having a grievance shall take it up with the Supervisor within ten (10) business days from the time that the grievance arose or when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. The grievance must be submitted in writing and set forth the date and time of the occurrence. Upon the request by an Employee, a shop steward shall be included in a discussion regarding the grievance. An employee, participating in grievance activity as grievant, shop steward, or witness shall be granted up to two (2) hours administrative leave without pay for such participation during a pay period. This time shall relate to on or off-site handling of a grievance. If no response is rendered by the Supervisor within seven (7) business days after submittal of the grievance in Step (1), the grievance shall be deemed denied and the Union's time period to move it to Step 2 begins. If the grievance is resolved, a complete report signed by both parties shall be submitted to the Employer and Union and the grievance shall be considered concluded.

Step (2) – If a satisfactory settlement is not affected in Step (1), the grievant may refer the grievance to the Union and to the BTI Operations Manager within ten (10) days after receipt of the Supervisor's Step 1 response or the expiration of the Step 1 response period. The Contract Manager (or his designee) will meet with the aggrieved employee, the Union representative, and the aggrieved employee's supervisor to discuss the grievance. The Contract Manager (or his designee) will give a written decision to the Union within ten (10) days after receipt of the Step 2 referral. If no response is rendered by the Contract Manager within ten (10) days after submittal of the grievance to Step (2), the grievance shall be deemed denied and the Union's time period to move it to Step 3 begins.

Step (3) – If a satisfactory settlement is not affected in Step (2), the grievant or the Union may, within (5) business days after conclusion of Step (2), submit such grievance to the Director of HR. If no response is rendered by Director of HR within ten (10) business days after submittal of the grievance in Step (3), the grievance shall be deemed denied and the Union will have the right to move it to the next step. Prior to the response from the Company, either party may request in writing a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period provided in this step unless otherwise agreed to in writing by the parties.

Any grievance by the Employer shall first be submitted to the Union's designated representative(s) for resolution and if a satisfactory settlement is not affected, or if no response is rendered by the Union within (10) business days after submittal of the grievance to the Union,

the grievance shall be deemed denied and the Employer will have the right to move it to the next Step. Grievances involving the termination of employment shall proceed directly to Step 3.

Step (4) – if satisfactory settlement is not affected in Step (3), either the Employer or the Union may refer the matter to arbitration. An individual employee/grievant does not have the authority to move a grievance to Step 4.

- (a) Within 15 business days of the conclusion of Step 3, the party seeking arbitration must request an arbitration panel of seven arbitrators from FMCS. The panel will be chosen from the FMCS's "Metropolitan" geographic roster. The Union and the Employer will strike names alternately until only one arbitrator is remaining on the list and that arbitrator will be appointed to hear the case. The parties will decide at random which party makes the first strike.
- (b) The arbitration will be conducted according to FMCS rules and the rulings by the appointed arbitrator.
- (c) If both parties request a court reporter, the cost of the reporter will be shared equally. If only one party requests a reporter, that party will bear the expense of the reporter except that if the other party wants a copy of the transcript that party will have to pay the court reporter the copy fee.
- (d) The parties will bear the arbitrator's fees and expenses equally unless the Arbitrator finds that a party has acted in such bad faith to justify re-apportioning some of the fees or expenses. The parties will attempt to use a hearing location that is cost free, but if there is a need for such expense it will be shared equally.
- (e) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement.
- (f) The decision of the arbitrator will be final and binding on the Employer, the Union, and the employees.

Section 3- Extensions

Any grievance not processed in accordance with any of the time limit and /or step of the grievance procedure prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. For the purpose of this Article, "business days" shall be defined as Monday through Friday, excluding on holidays observed pursuant to this Agreement.

ARTICLE 7 – DISCIPLINE

Section 7.1 - Just Cause

Any employee shall not be disciplined or discharged except for just cause. The Employer shall notify an employee of its intention to impose discipline or to discharge the employee within 7 business days after management becomes aware of or reasonably should have been aware of the incident on which the proposed discipline or discharge is based. The Employer shall attempt to conduct a confidential investigation of the circumstances of the event(s) giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward if so, requested by the employee. An employee discharged for just cause shall be entitled to receive any earned but unused leave. All discipline shall be void if the Company exceeds 7 business days with having prior knowledge of an incident without acting within the specified timeframe.

Section 7.2- Procedure

The Employer shall employ a system of progressive discipline pursuant to the Employer's established policies and procedures. These steps will be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, the Company reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as "promises" or "agreements" by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Termination may occur without use of progressive discipline and without prior notice.

The disciplinary procedure, applicable to offenses which do not constitute gross misconduct, relate to progressive discipline solely for each specified offense, with a separate track of progressive discipline for each type of offense. Any offense that is more than twelve (12) months old shall not be considered in the above-described progressive disciplinary procedure and expunged.

1. Verbal
2. Written Warning & Conference
3. Suspension of one (1) day
4. Suspension not to exceed (3) days
5. Discharge

The precise step of the disciplinary procedure shall attempt to be stated on each disciplinary form shall be provided to the employee at the time it is issued.

If an employee is removed from service pending investigation and is subsequently returned to service by the Employer, he will be compensated for workdays lost in excess of any appropriately imposed suspension.

Section 7.3- Denial of Access

Notwithstanding the provisions of this Article 8, any employee who is denied access or not granted a security clearance that is required by the Client shall be removed from the contract without recourse to grievance or arbitration procedures. If the client denies access, Employer will provide the Union with a copy of the written denial of access from the Client when available; Employer shall make a request for a written copy if one is not otherwise provided.

Section 7.4 - Union Representation during Discipline

Any meeting between the Employer and an employee that the employee reasonably believes may result in a disciplinary action being given to the employee may be administered in the presence of a Union representative or authorized steward if so requested by the employee. The parties agree that any Union representative or authorized steward on the work site premises at that time can be summoned. If no Union representative or authorized steward are on premises, the Employer agrees to delay the proceedings for 24-hours in order to allow the union time to make a Union representative or authorized steward available.

Subject to, and in accordance with the NLRA, any investigatory interview between an Employee and a company representative which the employee reasonably believes to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized union official or steward. Investigatory interviews include written statements. If the company requests or gives the employee the option to submit a written statement which the employee reasonably believes could lead to disciplinary action, the employee may confer with a union steward before submitting a statement.

Section 7.5 Discipline in File

Using a rolling 15-month period, all violations are considered active for a 15 month period beginning on date of infraction. An incident is no longer considered active after the 15-month period has expired. Although the company would not consider these infractions, the infractions would remain in the officers' file for possible government review.

ARTICLE 8 - JOB OPPORTUNITIES

Section 8.1 – Jobs Assignments & Filling Vacancies

- (a) An employee will be allowed to keep his job assignment (defined as days and hours of work) indefinitely. If the Employer changes the days of the shift the incumbent employee will have the right to use his seniority to displace any junior employee from another job assignment. That employee will then in turn be allowed to use his seniority to displace a junior employee. That process will continue until a displaced employee has no junior employee to displace or does not want to displace one. If the job assignment's hours are changed such that the report time or end time moves by an hour or more, then the above-described process will also be triggered. The Company will issue each employee a written acknowledgement of his schedule (days and hours of work) before he is required to report for any changed schedule. Within two weeks after execution of this Agreement, all employees will be given written acknowledgement of their current schedule.
- (b) If a vacancy occurs in a job assignment covered by this Agreement or if a new position is created, the Employer will post the open position for a period of seven (7) business days. The Employer will fill the position by a bidding system based on seniority, as defined in this Agreement, of the applicant 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 should be awarded within ten (10) business days after the closing of the posting period. If nobody bids on a vacancy within the required time period, the Company has the right to assign an employee to the position in order of reverse seniority.
- (c) The Union agrees that the Employer can maintain a maximum of 5% of job assignments in an "on call" capacity. Employees holding on call job assignments will be notified of all days and hours to be worked at least one week before in advance of the beginning of that work week.

ARTICLE 9 - HOURS OF WORK, OVERTIME, & PAYROLL DISCREPANCIES

Section 9.1 – Workweek & Workday

A workday begins at 00:01 and 24:00. A workweek is from Monday at 00:01 to Sunday at 24:00. “Hours worked” includes hours on post, training, non-worked holidays, vacation used, and sick leave used.

Section 9.2 - Overtime

An overtime rate of one and one-half (1½) times an employee’s base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a week.

Section 9.3 - Holdover

The employer will give the holdover employee at least four (4) hours’ notice or as soon as the Company becomes aware of the need, so the employee can make proper arrangements. The employee is required to remain on post until properly relieved when replacement Officer comes on duty. If there is an “on call” employee already on site, that employee will be used to cover the post if the employee assigned to that post does not want to holdover.

No employee will be forced to forfeit his regularly assigned hours (but he can volunteer) 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.

Section 9.4 - Overtime Sign-up

The Company will offer overtime work in rotation order to employees who signed the overtime interest list. The Company has the right to first offer to those employees who will not exceed 40 hours in the week as a result of the overtime assignment. When an employee works an overtime assignment or refuses one, the rotation moves to the next name. In order to accomplish the foregoing, on a monthly basis, the employer shall post a sign-up sheet for full-time employees and a separate sign-up sheet for part-time employees desiring to work overtime during the month. When an employee signs up for an overtime assignment and the Company assigns it to the employee, the employee is subject to discipline for failure to report just as he/she would be for any other assigned shift. A text message from the employee will be deemed by management to be an acceptance/sign up for the overtime assignment.

Section 9.5 - Guard mount

Officers shall receive up to fifteen (15) minutes of guard mount pay for reporting to work up to fifteen (15) minutes before their shift begins to receive equipment and for travel time to their assigned post. Officers shall receive up to fifteen (15) minutes of gear down pay for travel time from their assigned posts and for returning equipment. Those fifteen (15) minute allowances will be paid on an “actual time” basis, i.e. the pre-shift guard mount will be paid only for the actual portion of the fifteen (15) minutes for which the employee reports and the post-shift allowance will only be paid up until the time the employee returns his/her weapon.

The employee must be on post at the scheduled shift time; the fifteen (15) minutes is prior to and after the scheduled shift time.

Section 9.6 - Call-in Pay

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work. However, should an employee desire not to stay at the facility, they will only be paid for actual time worked.

In the event a building is closed because of order of the government after an employee has reported for work either on his regularly scheduled work day or when called in on a day outside his regular work schedule, the employee shall receive a minimum of four (4) hours pay for such occurrence.

Section 9.7 - Payroll Discrepancies

The Employer shall rectify and pay all pay discrepancies, that were the fault of the Company or its payroll servicer(s), amounting to eight (8) or more hours pay within four (4) 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 pay day 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 now paid from out of the Rockville, Maryland, office.

ARTICLE 10 - WAGES

The base hourly wage for bargaining unit employees shall be as follows: Effective 12/1/2021

Classification	Current	Dec 1, 2022	Dec 1, 2023	Dec 1, 2024
Armed Security Officer	\$29.00	\$32.50	\$33.50	\$34.50

Increases shall occur on the first pay period following the effective dates noted above.

Employees will be made whole back to the actual effective date of any increases.

ARTICLE 11 - HOLIDAYS & BUILDING CLOSURES

Section 11.1 - Holidays Defined

The Employer shall recognize the following holidays:

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

Additional holidays authorized by Congress, or the President of the United States shall be considered Holidays under this Agreement if the government pays the company for the said holiday.

Section 11.2 Holiday Pay

Holiday Allowance: All full-time employees, regardless of whether they work any portion of the holiday, will be paid a Holiday Allowance at regular wage for eight (8) hours. Part time employees will receive a pro-rata portion of the holiday benefit based on the hours worked in the two full workweeks prior to the workweek in which the holiday falls.

Holiday Worked Pay: An employee who is required to work on a holiday is paid the Holiday Day allowance in addition to his or her regular wage. The Employer will maintain two Holiday Work sign-up sheets: (1) For employees whose regularly scheduled shift falls on a holiday but who do not want to work the holiday; and (2) for employees who are not scheduled to work the holiday but who are interested in working it. Employees on the first list will be allowed off in seniority order and the extra shifts will be awarded in seniority order to those on the second list

until the second list is exhausted. The Employer will post the lists at least seven calendar days before the holiday, will leave the lists up for at least 48 hours, and will inform affected employees at least 72 hours before the holiday. An employee will not be selected from the second list if working the extra shift would, when combined with his other scheduled shifts that workweek, put him over 40 hours for the week.

The employee who is requested and agrees to work any of the above-named holiday but fails to report to work for such holiday shall not receive Holiday Allowance and will be subject to discipline.

The employee must work his scheduled day before and scheduled day after the holiday to receive the holiday benefits, unless otherwise excused.

Section 11.3 - Building Closures

OPM notices of building closures will provide the guidance for employees' obligations to report for work. If OPM announces the federal government is closed, only employees who are assigned 24/7 posts, posts that the Agency determines shall be open, and posts that are scheduled for holidays and weekends will report for work. BTI Security will make every effort to notify the officer immediately upon getting notification from the Agency that the post will be open.

If government building closure is announced less than three (3) hours prior to the start of an employee's shift, if the employee reports on time as scheduled, he will be guaranteed a minimum of four (4) consecutive hours of work. However, should the employee not desire to remain at the facility, they will be paid only for time worked.

Employees who do not report for work on days described in this Section or who are entitled to some minimum amount of pay pursuant to this Section will be paid only if the Government pays the Employer for those hours.

ARTICLE 12 - VACATIONS

Section 12.1 - Vacation Accrual Rates

Employees shall be entitled to annual vacation pay, based on their continuous years of service at the site for the Employer and its predecessor contractors. (If an employee is moved to the site by the Employer, the Employer will have the discretion to allow the employee to keep his/her vacation accrual rate based on years of service with the Employer.) The accrual schedule will be as follows:

Years of Service	Yearly Accrual
Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of ten (10) years of service	160 hours
Upon completion of fifteen (15) years of service (applicable only employees hired prior to November 30, 2018)	200 hours

Vacation accruals will be awarded for the coming 12 months period on the employee's anniversary year. For example, an employee who achieves one year of service on February 1 will then be awarded 80 hours of vacation to be used as set forth in this Agreement.

Vacation accruals for Part-Time employees will be on a pro-rata basis of the hours worked in the previous 12 months, using 32 hours per week as the baseline. (For example, a Part-Time employee who averaged 17 hours per week will receive half the hours referenced above for his/her seniority level.)

Pay will be at the base hourly wage at the time payment is made.

Section 12.2 - Vacation Scheduling

In January of each year, employees will pick vacation slots for the calendar year in one week increments in seniority order. At least 5% of the employees in the unit will be allowed on vacation at one time. (The number will be rounded up to the nearest whole number.)

If an employee does not select all his vacation time during the January vacation pick, he will be allowed to use the remaining vacation time as set forth below. He may request time off for a vacation at least two weeks prior to the requested vacation time off.

The Shift Supervisor (or other appropriate company representative) will approve vacation schedules so as to be mutually satisfactory to the employee and the Employer consistent with the restrictions set forth in this Section.

The Employer must approve or deny, in writing, all vacation requests within seven (7) business days of the employee's request. Previously approved vacations will not be changed without the consent of the affected employee(s). If there are any conflicts with vacation requests (subsequent to the January picks), they will be approved in the order received by the Employer (i.e., requests received first will be approved first, regardless of employee seniority or any other factor). If multiple vacation requests are received on the same day, seniority will be the tiebreaker.

Section 12.3 – Vacation Cash-out

Vacation time shall not be cumulative from one year to the next. Accrued and unused vacation time shall be paid out to the employee within thirty (30) days following the employee's anniversary date.

Section 12.4 - Effect of Leave of Absence

Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

Section 12.5 – Access to Vacation Leave Balance

The number of hours in the employee's vacation bank will be shown on paystubs and/or in the Company's e-hub system. Employees will not lose any accumulated vacation time with the implementation of this CBA.

ARTICLE 13 - HEALTH & WELFARE ALLOWANCE

The Company agrees to make a health and welfare (“H&W”) benefit contribution as set forth below for all hours paid including vacation, sick leave and holidays excluding vacation cash-out and overtime including up to forty (40) hours per work week. Such payments will be paid directly to the employees with their wages. It is understood that the employer offers health plans to employees who work thirty (30) hours or more. Employees may opt out of the Company health plan in favor of having their health and welfare benefit contributions paid to their paycheck or Company 401k designated by the Employee.

Any residual contributions remaining after health plans have been selected by the employee shall be paid to the Employee as wages.

Month	Current	December 1, 2022	December 1, 2023	December 1, 2024
Rate	\$4.75	\$5.15	\$5.25	\$5.35

ARTICLE 14 – RETIREMENT/PENSON

The employer agrees to allow employees to participate in the same 401k plan it makes available to other employees. The plan will allow employees to defer money via payroll deductions.

The Employer agrees to make the following hourly contributions to the Plan on behalf of employees on the effective dates:

Current	Effective December 1, 2022	Effective December 1, 2023	Effective December 1, 2024
\$0.00	\$1.00	\$1.05	\$1.10

The Employer’s contributions will be made for applicable hours no later than two weeks after the applicable pay date.

ARTICLE 15 - UNIFORM EXCHANGE/UNIFORM ALLOWANCE

Section 15.1 - Uniforms in General

The Company will furnish to employees all uniform and equipment as required by the Company's contract with the Government, or as deemed necessary by the Company, at no cost to the employee with the exception of shoes. Furthermore, the Company agrees to replace items that become unserviceable through fair wear and tear, or at no fault of the employee, at no cost to the employee, provided it was reported to the Manager.

A shoe allowance of up to \$50.00 per contract year will be paid as reimbursement for work shoe expenses and will conform to uniform standards as described in the contract. Shoe receipts will be required.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Shift Supervisor with the shift period when the incident occurred and for uniforms that become unserviceable due to normal wear and tear. Employees may purchase replacement items that are not covered above from the Employer at cost. Such articles shall be paid for by deductions from the employer's pay.

Section 15.2 - Maintenance

Uniforms will be "wash & wear" and in compliance with FPS guidance employees and will be responsible for keeping them clean.

Section 15.3 - Alterations

The Company will issue properly fitted uniforms. Employees are expected to try on uniforms upon issue. The Company will exchange uniforms that do not fit properly when tried on by the officer.

Section 15.4 - Termination of Employment

Upon termination of employment, all issued clothing and equipment shall be returned to the Employer cleaned and serviceable. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition.

ARTICLE 16 - SICK LEAVE TIME OFF

The parties intend for the sick leave provided in this Article to meet the requirements of Executive Order 13706 and the D.C. Accrued Sick and Safe Leave Act (“Act”) but hereby waive the provisions of the Act to the extent permitted by law.

Section 16.1 - Initial Allotment

(a) On each full-time employee's day of assignment to the contract and thereafter on the employee's anniversary date of assignment to the contract, the full-time employee will be given an allotment of 56 hours of sick leave to use during the year.

(b) Part-time employees will be given an initial allotment of 28 hours of sick leave, with the allotment of additional hours if the part-time employee accrues more than 28 hours during their anniversary year (based on an accrual rate of 1 hour of sick leave for every 30 hours of work).

(c) For transition into this Agreement, all employees will be deemed to keep whatever sick leave hours are currently in their account, subject to the cap on total accumulation set forth in this Article.

Section 16.2 - Sick Leave Carry over

Unused Sick Leave balances are carried over into the following anniversary year, but accumulation will be capped at a maximum of 56 hours. Thus, if the crediting of the accrued hours of annual sick leave at any time would put the employee at more than 56 hours of available sick leave, his account will automatically be set at 56 hours of available sick leave..

Section 16.3 - Sick Leave Use

Employees will be allowed to use Sick Leave for any of the reasons set forth in Executive Order 13706 or Section 3(b) of the Act (as amended).

Section 16.4 - Incremental Use of Sick Leave

Employees will be allowed to use Sick Leave in one (1) hour increments.

Section 16.5 - Access to Sick Leave Balance

The Employer will indicate each employee's Sick Leave balance in every pay stub or will provide access to an online system (such as its “e-hub”) through which the employee may ascertain his Sick Leave balance.

Section 16.6 - Doctors Note

If an employee uses sick leave for three (3) or more consecutive shifts, he may be required to provide verification that the leave was used appropriately pursuant to this Agreement.

Section 16.7 - DC Sick and Safe Leave Act

The Employer will post notices in conspicuous places notifying employees of their rights guaranteed by the DC Sick and Safe Leave Act.

Section 16.8 - Notice by employee

- (a) The employee's notice and request for paid sick leave shall include a reason for the absence involved and the expected duration of the paid leave. The employee is not required to provide a reason that divulges any private medical information but only requires the employee to certify that he meets a condition set forth in Executive Order 13706 or Section 3(b) of the DC Sick and Safe Leave Act for paid sick leave and which of those conditions he qualifies under.
- (b) If the need for paid sick leave is foreseeable, the employee shall be provided at least seven (7) days in advance of the need for the paid leave. If the need for paid sick leave is unforeseeable, an oral request for paid sick leave shall be provided prior to the start of the work shift for which the paid sick leave is requested. In the case of emergency, the employer shall be notified prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.

Section 16.9 - Sick leave Upon Termination

Upon termination of employment, employees will not be paid out for any unused paid sick leave. If an employee is rehired by the Employer within twelve (12) months of such termination, the employee's unused sick leave balance from their prior period of employment shall be restored. Employees rehired more than twelve (12) months after their termination shall not have their unused sick leave balance restored.

Section 16.10 - Excess Paid Sick Leave

As set forth above, an employee may use more paid sick leave than he would have received under a system in which he accrues 1 hour of paid sick leave for every 37 hours of work. The amount of paid sick leave used that is in excess of the amount that the employee would have accrued shall be referred to as "Excess Paid Sick Leave." Upon termination of employment, the Employer may deduct from the employee's wages an amount equal to the pay received by the Employee for the Excess Paid Sick Leave, except to the extent that any such deduction would result in the employee receiving less than minimum wage for the applicable pay period.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 - Limitation

Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority. The status of a personal leave of absence request shall be given to the requesting employee within 72 hours.

Section 17.2 - Union Leave

Union representatives shall be entitled to unpaid leaves of absence for up to five (5) days per calendar year to attend to Union business, including but not limited to, conventions, conferences, workshops, seminars.

Section 17.3 – Family Medical Leave Act (FMLA) Leave

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993 and/or the District of Columbia Family and Medical Act (as applicable). Eligible non- probationary employees will be granted unpaid leave in accordance with federal and other applicable FMLA requirements for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Section 17.4 - Military Leave

An Employee who is activated, drafted, or voluntarily enters service into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave. Employees may choose to use available paid vacation leave or Leave w/o Pay during the absence.

Section 17.5 - Procedure

An employee may request personal leave without pay for a period of up to thirty 30 days. It is within the Employer's sole discretion whether to grant such requests, which must be in writing and state the reason for and length of the desired leave. Benefits shall not accrue during such personal leave, but the employee will be allowed to pay for continued health insurance. On the agreed upon return date, the employee will report for work at the same schedule held before the leave. If an employee exceeds thirty (30) days without approval form the Employer, he/she may be assigned at the Employers sole discretion.

Section 17.6 - Leave of Absence in General

All leaves of absence shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

- a. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement.

Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.

- b. Such leaves shall be without payroll compensation unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employee;
- c. Leaves covered by the FMLA for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA.

ARTICLE 18 - BEREAVEMENT LEAVE & JURY DUTY

Section 18.1 - Bereavement Leave

Non-probationary, full-time employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, step parent, father-in-law, mother-in-law, foster parent, spouse or domestic partner, child, sibling, grandparent or grandchild. If the funeral for any of the people listed in this section is more than 100 miles from the worksite, an additional two (2) days of unpaid leave will be granted in consideration of the additional travel requirements. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the number of hours normally worked on the day(s) covered under this Section.

Section 18.2 - Jury Duty

Non-probationary, full-time Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury within 48-hours after notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days

shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section, less all amounts received by the employee from any court or government agency to serve on a jury.

Hours paid under this Article shall not count as hours worked for the purposes of computing overtime.

ARTICLE 19 - TRAINING

All new employees are paid for initial training. All incumbent employees will receive pay for training and/or annual recertification training at their normal rate of pay. All scheduled, new, recertification training and/or work shifts or any combination thereof shall not exceed twelve (12) hours on any given day.

Section 19.1 – General

a) Firearms qualifications:

- 1) The Company shall afford employees the opportunity to qualify (2 relays on the same day) prior to his/her certified expiration date. If the employee fails the first qualification, the employee will be removed from the schedule and have thirty (30) days from the failure date to re-qualify.
- 2) After the first failure and before the re-take, the employee shall be allowed to schedule themselves for a remedial weapons training course with the Company at no cost. Employees who have failed to qualify/requalify on the first attempt and are required to retest and/or repeat a training course, the Company shall not be required to pay Employees for such testing and/or training. After completing a remedial training course, the Employee shall schedule themselves for a second qualifying attempt.
- 3) If an employee is unable to successfully complete the second qualification, the Company agrees to allow the employee a third (3rd) attempt to qualify. For employees who have failed to qualify/requalify and are required make a 3rd attempt, the Company shall not be required to pay Employees for such testing and/or training. The employee will be responsible for all expenses "remedial and qualification" not to exceed \$225 on the third attempt.
- 4) Such employee who did not qualify on the first attempt shall be immediately reinstated back to their original position after re-qualifying during their period of suspension
- 5) If the employee does not successfully qualify either (a) within 30 days after the first failure to requalify or (b) on the third or earlier attempt if it takes longer than 30 days to get a 3rd attempt, it will be deemed a voluntary separation unless there are emergency circumstances, which the Company deems beyond the employee's control. The employee may be requested to provide proper documentation to support the circumstances.

- 6) Other government required certifications: If an employee does not appear for or obtain his or her government-required certifications prior to the time by which such certifications must be obtained, the employee shall be removed from the schedule in the same manner as for failure to qualify on firearms.
- b) Government required physicals: If the employee does not satisfactorily pass his or her government required physical within the required period of time, the employee shall be removed from the schedule until he/she passes the required physical, or thirty days have passed at which time it will be deemed a voluntary separation. The officers may reapply with the Company after they are able to successfully meet the requirement.
- c) The Employer agrees to pay for any required medical examinations of all employees and time spent covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer.
- d) The Employer agrees to pay for all training and certifications as set forth in the government solicitation at the current collective bargaining agreement prevailing wage rate of pay and fringe benefits.

Section 19.2 – Payment

Employees will be paid their normal base hourly rate of pay plus Health & Welfare (not to exceed 40 hours per week) for all hours spent in said training and all hours will count towards the calculation of overtime.

ARTICLE 20 - STRIKES AND LOCKOUTS

Section 20.1 – No Strike

So long as this Agreement is in effect, the Union will not cause nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer'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 other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take reasonable steps to avert or bring such activity to a prompt termination.

Section 20.2 - Violation of No-Strike Provision

Any employee who violates the proscriptions of this provision is subject to immediate discharge.

Section 20.3 - No Lockout

So long as this Agreement is in effect, the Employer will not lockout bargaining unit employees.

ARTICLE 21 - GOVERNMENT SUPREMACY

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer with the scope of the Contract. If the permits, Employer will discuss any changes with Union prior to their implementation. The discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, Employer and Union will endeavor to renegotiate that particular section of the CBA, all with acknowledgement by Union of the obligation of Company to comply with the Government directive.

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examination, weapon proficiency testing, uniforms/appearance standards, staffing determination, etc.) or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by the Union to the grievance and arbitration provisions. Any compensation or expenses, subsequently no longer mandated or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer after providing notice to the Union and allowing the Union to meet and to confer with Employer over the effects of that intended action.

ARTICLE 22 - BREAKS

Section 22.1 Breaks Explained

Breaks and meal periods will be allotted as follows:

For every four hour increment, or portion thereof, an employee works, he will be given one paid 15 minute break.

For every eight hour increment an employee works, he will be given one 30 minute unpaid meal period in addition to the above referenced paid break(s) each four hour increment included within the eight hours.

Employee requests to combine break and meal periods will be honored if it is operationally feasible.

Section 22.2 - Breakroom

The Employer shall provide at least one location at a job site, as provided by the Agency, for the employees to take their break.

Section 22.3 - Restroom Breaks

Restroom breaks will be provided as needed contingent upon available personnel.

ARTICLE 23 MISCELLANEOUS

Section 23.1 - Non-Discrimination

The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap, or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer shall be processed starting at Step Two of the Grievance Procedure.

Section 23.2 - Medical Examinations

The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. Physical/ medical/psychological exams may be required by operation of the government Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. In the event an employee is required to undergo a medical examination during non-duty hours, Employer agrees to compensate employees for time, a minimum (4) hours, spent undergoing the medical examination. Employees must agree to random drug screening per FPS.

This provision shall not be understood or applied to deny an employee any rights under the Americans with Disabilities Act or FMLA or those statutes' implementing regulations.

Section 23.3 - Travel Expenses

The Employer shall reimburse employees for all required and approved travel expenses. BTI Security will pay a minimum of four (4) hours pay for an employee's time spent at qualifications or training that are outside of the employee's work hours. The four (4) hours minimum is intended to cover any required commuting time to the training or qualification assignment as well as time spent at the applicable site. If the employee is required to be at the site for longer than four (4) hours, the employee will be paid for his regular wage for all such documented time.

Section 23.4 - Telephones

Employees will not be allowed to use cell phone, tablet, or any streaming device on post for personal use. PSOs caught in violation will be terminated.” To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the command center for employees will normally be taken. If a call appears to be an emergency, the employee will be notified immediately.

Section 23.5 - Bulletin Board

The Employer shall provide bulletin board space for postings related to Union business.

Section 23.6 - Contact Information

Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee’s official records. Employees may be required to provide written acknowledgement of any communication from the Employer. The Employer shall provide the Union with an updated list of bargaining unit employees and all post office addresses upon request.

Section 23.7 - Invalidation of a Provision

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 24 - SUCCESSORS

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller and purchaser, transferee, or lessee execute a contract or transaction as herein described.

ARTICLE 25 - ENTIRE AGREEMENT

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

It is the intent of the parties to resolve all outstanding matters between them by entering into this Collective Bargaining Agreement. Therefore, the parties agree this Agreement resolves all outstanding disputes, grievances, and claims between them as of the date of this Agreement.

This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. This Agreement can only be modified by the express, written, and signed agreement of the parties.

ARTICLE 26 - EFFECTIVE DATES

This Agreement shall be effective as of November 30, 2022 and shall remain in full force and effect through November 30, 2025 Notwithstanding the foregoing, this Agreement shall not become effective unless it is ratified by the membership of the Union pursuant to the procedure set forth in its Constitution and Bylaws, and subsequently signed by the parties hereto.

ARTICLE 27 —DURATION OF AGREEMENT

Except as otherwise provided in this Article, this Agreement shall be in full force and effect on November 30, 2022 and shall remain in effect until (and including) November 30, 2025.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.



Chrissandra Jones
President
Protective Service Officers United

September 23, 2022

Date



Angela Robinson
Treasurer
Protective Service Officers United

9/24/22

Date



Angela Bradley
BTI Security

September 21, 2022

Date