



COLLECTIVE BARGAINING  
AGREEMENT

Between

TRIPLE CANOPY, a Constellis Company

&

PROTECTIVE SERVICE OFFICERS UNITED

(PSOs United)

LOCATED AT

FDA WHITE OAK

10903 New Hampshire Avenue, 8455 Colesville Road,  
and 10001 New Hampshire Ave in Silver Spring, MD

Effective: September 1, 2023 through August 31, 2026

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made and entered as of the 1<sup>st</sup> day of September 2023, by and between Triple Canopy, a Constellis Company, hereinafter referred to as the “Employer” and the Protective Service Officers United (“PSOs United”), hereinafter referred to as the “Union.”

Economic changes become effective October 1, 2023. Unless indicated otherwise, non-economic changes become effective with the effective date of this Agreement.

### **Definitions**

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

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

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

**Base Wage Rate:** The negotiated rates of pay as set forth in Article 10 of this Agreement.

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

**Client:** Department of Homeland Security, Federal Protective Service.

**Contract:** Contract #70RFP218DEC000018 between the U.S. Department of Homeland Security (Federal Protective Service) and the Employer, for the provision of security services at 10903 New Hampshire Ave, 8455 Colesville Rd, & 10001 New Hampshire Ave, Silver Spring, MD.

**Contract Manager:** Senior Employer representative responsible for the day-to-day management of the Employer’s contract with its Client.

**Disciplinary Action:** Discipline administered as prescribed within the Employer disciplinary policy.

**Employee:** A Protective Security Officer referenced throughout this Agreement.

**Full-time Employee:** An employee designated by the Employer as full-time and normally scheduled for a 32-hour workweek or more.

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

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

**Part-time Employee:** An employee designated by the Employer as part-time and normally scheduled for less than 32-hours per workweek.

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

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

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

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

**Seniority:** The priority of, or precedence achieved by length of service since employee's date of hire by the Employer, or any predecessor Employer.

**Workday:** Any day, Sunday through Saturday, including holidays, on which an employee may be required to work.

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

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 - Bargaining Unit**

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 security officers employed by the Employer at the White Oak Research Center facilities currently located at 10903 New Hampshire Avenue, 8455 Colesville Road (as certified by the NLRB on August 3, 2017, Case 05-RC-200873) and 10001 New Hampshire Ave (as certified by the NLRB on December 31, 2019, Case 05-RC-250970) in Silver Spring, MD; but excluding office clerical employees, professional employees, managerial employees, Project Managers, Assistant Project Managers, Captains, and Supervisors as defined in the Act.

### **Section 1.2 - Bargaining Unit Work**

It is expressly understood that non-bargaining unit employees may perform bargaining unit work only in case of emergencies or as otherwise required by the Government. The foregoing limitation on assignment of unit work to supervisors shall not apply to unit work performed by a supervisor where the supervisor performs unit work requiring specialized skills, qualifications, or training not possessed by a unit employee.

### **Section 1.3 - Part-time Supervisors**

The Union recognizes the staffing needs of the Employer to have employees who may work in a supervisory capacity part-time. These employees will be a part of the bargaining unit if on a regularly scheduled basis the employees are able to work more hours in a bargaining unit position. These employees will not have any supervisory authority while working in a bargaining unit position.

### **Section 1.4 - Supervisory Status**

Employees working in a supervisory capacity will wear uniform emblems (rank) indicating their supervisor status. Employees will not be allowed to wear such emblems (rank) when not working in a supervisory capacity. An employee not wearing the appropriate emblems (rank) is not authorized to work as a supervisor.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **Section 2.1 - Retained Rights**



Unless otherwise restricted in this Agreement or by law, the Employer shall retain all rights, power, and authority it had prior to entering into this agreement including, but not limited to:

- (a) The unrestricted right to manage its operations and to direct and assign the work force.
- (b) Determine and change the methods and manner services are provided.
- (c) Introduce new methods or improve methods of operations or equipment.
- (d) Determine and change the size, composition, and qualifications of the work force.
- (e) Determine the extent to which and the manner or means its business will be operated or shut down completely or in part.
- (f) Determine whether and to what extent any work shall be performed by employees and how that work shall be performed.
- (g) Maintain order and efficiency in government facilities and operations including the right to select, hire, promote, demote, layoff, assign and train employees.
- (h) Subcontract any of its operations, including unit work.
- (i) Select and determine supervisory employees.
- (j) Bid or not to bid, or to rebid, contracts with the Government.
- (k) Determine and change starting times, quitting times, schedules, and shifts.
- (l) Determine and change methods and means by which operations are to be carried on.
- (m) Establish and/or abolish duties standards of performance for employees, job classifications, operating units, or departments.
- (n) Establish, change, and abolish its policies\*, work rules, regulations, practices, and standards/codes of conduct.
- (o) Assign duties to employees in accordance with the needs and requirements of the government and the Employer.

\*Policies including but not limited to Discipline, Attendance, Drug & Alcohol, and Uniform & Appearance.

The exercise of aforementioned powers and rights, together with the adoption of policies, rules, and regulations in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the expressed and specific conditions of the dictates of the Government. Changes to mandatory subjects of bargaining apart from the enumerated management rights herein shall be negotiated in accordance with the NLRA.

## **Section 2.2 - Just Cause**

The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the express and specific terms of this Agreement.

## **ARTICLE 3 - UNION SECURITY & MEMBERSHIP**

### **Section 3.1 - Dues Requirement and Dues Check-off**

All security employees subject to this Agreement shall, within thirty 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 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 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 Employer accounting official. Any incomplete Check-Off Authorization Card will be returned to the Union for correction within five business days of the Employer's receipt of the card. Dues and/or agency fees will not be deducted until a legible, signed, and dated Union Check-Off card is received by the Employer.

### **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 Employer point of contact, with a copy to the Union.

### **Section 3.3 - Effective Date of Check-off**

Check-Off Authorization Cards and notices received by the Employer 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 Employer will remit to the

Union, via check, payment of all dues, agency fees, and/or late fees due, no later than the 15<sup>th</sup> day of the month following the month in which such dues and/or agency fees are collected. The Employer 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 Employer, 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 Employer 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 performing similar services at the localities annotated below). Seniority for purposes of scheduling shall be the employee's date of hire on the White Oak FDA campus located at 8455 Colesville Road, Silver Spring, MD, 10903 New Hampshire Rd., Silver Spring, MD, and 10001 New Hampshire Ave, Silver Spring, MD. 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 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 shall be maintained by the Employer, who will provide an updated list monthly to the Union. 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 no later than thirty 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 Contract Manager with documentary evidence (i.e., pay-stub, hiring letter, W-2 form, etc.) generated by the prior contractor showing the correct seniority date.

#### **Section 4.4 - Termination 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.

#### **Section 4.5 - Transfers to/from Management**

A unit member who has accepted a full-time position in supervision or management will have his/her seniority date suspended from the date the unit member accepted the position.

## **ARTICLE 5 - TRANSFERS, LAYOFF, & RECALL**

### **Section 5.1 - Order of Layoff**

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 layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

When full-time positions are being reduced:

- (a) Probationary full-time employees shall be laid off first.
- (b) Should it be necessary to further reduce the full-time workforce, the non-probationary employees shall then be laid off in the inverse order of their seniority.

When part-time positions are being reduced:

- (a) Probationary part-time employees shall be laid off first.
- (b) Should it be necessary to further reduce the workforce 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**

Full-time employees shall have the option of accepting a part-time position in lieu of a layoff. If there are no part-time positions available, then part-time employees shall be laid off in the inverse order of their seniority.

### **Section 5.3 - Fringe Benefits during Layoff**

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

### **Section 5.4 - Transfer in Lieu of Layoff**

Should a unit employee be transferred to another position covered by this Agreement in lieu of layoff, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

### **Section 5.5 - Order of Recall**

Employees who have been laid-off in accordance with this Article will be recalled to work in the reverse order in which they were laid off or transferred. A recalled employee keeps his original seniority date consistent with Article 4 of this Agreement.

Laid off employees shall be subject to recall for a period of 12 months from the date of layoff.

In the event an employee is recalled, it is understood that all qualifications, certifications, and other requirements to return to work must be current.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **Section 6.1 - Timeliness**

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

(a) The failure of an employee or the Union to 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 waiver of any future appeal concerning the grievance and the grievance shall be returned to the Union without comment or action and shall be considered null and void.

(b) The failure of the Employer to answer a grievance within the time limits specified shall permit the grievance or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

### **Section 6.2 - Procedure**

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

#### **Step One (Appeal to Contract 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 Contract Manager or Deputy Contract 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 Contract Manager or Deputy Contract 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 Corporate Director)**

If the grievance is not resolved at Step One, the aggrieved employee or the Union may in turn appeal the decision to the Corporate Director or his/her designee within 10 business days after the completion of Step One. The Corporate Director or his/her designee will meet with the aggrieved

employee, the Union representative and the aggrieved employee's supervisor to discuss the grievance. The Corporate Director 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.

### **Section 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 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.

### **Section 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.

### **Section 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.

### **Section 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.

### **Section 6.7 - Suspension and Termination Grievances**

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

### **Section 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.



### **Section 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.

### **Section 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**

### **Section 7.1 - Discipline in General**

No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the Contract by the government, the employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government, or the employee no longer satisfies the government qualifications for his or her position, the employer will notify the Union in writing of such circumstance and provide supporting documentation in the Employer's possession, if any, and the employee may be terminated pursuant to the procedures under this Agreement and the employee/Union does not waive any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, upon request of the Union, a copy of any written supporting documentation from the Government shall be provided to the Union, if available to the Employer and approved for release by the Government. The Employer will make reasonable efforts to secure the Government's approval.

Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Employer within 15 business days of the dismissal (in which event the issue shall thereafter be submitted to and determined under the Grievance Procedure commencing with Step Two, as provided in Article 6 of this Agreement).

The initial Incident Report shall be provided to the affected employee within 6 working days of the individual employee of when management became aware or should reasonably become aware

of the event-giving rise to the Incident Report. The time limits specified may be extended by written agreement between the Union and the Company.

To the extent otherwise consistent with the terms of this Agreement, the Employer's "Progressive Disciplinary Policy" is hereby incorporated into this Agreement by reference.

Any changes to the Employer's Progressive Disciplinary policy will only be made after advance notice to the Union and the Employer provides the Union with a copy of any revised policies on implementation. The Union reserves the right to argue in the grievance procedure that any unilateral changes made to the Policy by the Employer are either not consistent with just cause and/or not being used in a particular situation in a manner consistent with just cause.

### **Section 7.2 - Serious Misconduct**

It is recognized that offenses may occur for which progressive discipline is not applicable (e.g., fraud, gross misconduct, 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.

### **Section 7.3 - Non-Disciplinary Discharge**

Employees may be subject to discharge for the following non-disciplinary reasons:

(a) The employee fails to satisfy the training requirements and/or medical standard requirements of the Employer or the Government to continue work under this contract as a security guard.

(b) The employee's credentials or qualifications to work under the Government contract are revoked, suspended, or terminated by the Government or its representative, or the Government requires the removal of the employee under the contract, or the Government determines it is not in the best interest of the employee to continue working on the worksite.

### **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 or other termination 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 is 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, at the request of the employee, shall 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 - Disciplinary History**

Using a rolling calendar year, all violations are considered active for a 12-month period beginning on the date of infraction. An incident is no longer considered active after the 12-month period has expired.

### **Section 7.6 - Serving Suspension**

If the penalty to be imposed is an unpaid suspension of a number of workdays, a “workday” will be equal to eight hours. If an employee works a six or 12-hour shift, he will be given the option of working the remainder of a shift after serving the suspension. The Employer will require the employee to serve the suspension no later than the 30 days following the Employer’s decision. (Should the Employer agree that the suspension be held in abeyance pending the outcome of a grievance, the thirty-day period will begin at the conclusion of the grievance process) If the Employer does not schedule the suspension within that period of time, the employee will not be required to serve it at all, although the suspension will remain in his record consistent with other terms of this Agreement.

## **ARTICLE 8 - JOB OPPORTUNITIES**

### **Section 8.1 - Filling Vacancies**

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

### **Section 8.2 - Temporary Assignments**

In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until such position is filled according to this Article. A

temporary assignment under this section will normally last for 30 days; the parties agree to meet and discuss additional time if necessary.

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

### **Section 9.1 - Scheduling in General**

Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the government. Nothing contained herein shall guarantee to any employee (i) any particular post assignment; or (ii) any number of hours of work per day or week, but the Employer will attempt to maintain as many full-time hours as possible. Supervisors shall post the schedule two weeks in advance.

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

The parties agree to follow the general principle that an employee who wants to keep his schedule (defined as which days of the week and which hours of each day he is assigned in the schedule) will be allowed to keep that schedule. If the needs of the Government or the operation require decreased staffing in those time periods, affected employees will be allowed to use their seniority to bump into another schedule. The employee displaced by bumping will be allowed to use his seniority to displace a junior employee from his schedule. A maximum of two “bumps” beyond the initially displaced senior employee will be allowed. After that, the Employer will have the discretion to fill an unfilled schedule.

Vacant schedules will be awarded in seniority order of those employees who request it. If operationally feasible, an employee will begin working the awarded shift no earlier than one week after it being awarded and no more than two weeks after it being awarded. The Employer shall discuss the anticipated start date with the affected employee. Employees awarded a vacant schedule shall not be eligible to bid on another vacant schedule or bump another employee for 12 months. (The 12-month limitation will not apply to an employee whose schedule was eliminated or to an employee who was bumped.)

### **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 40 hours in a week.

### **Section 9.3 - 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 supervisor 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.

### **Section 9.4 - Overtime Sign-up**

If the Employer has advance notice of 24 hours or more that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, such overtime will be offered as follows: First, the Employer will offer it to the employee who can perform the overtime assignment on straight time; Second, the Employer will offer it in rotation order to employees who signed the overtime interest list. 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.

### **Section 9.5 - Guardmount**

Officers shall receive 15 minutes of guardmount pay for reporting to work 15 minutes before their shift begins to receive equipment and for travel time to their assigned post and 15 minutes of gear down pay will be received for returning equipment and travel time from their assigned posts.

### **Section 9.6 - Call-in Pay**

An employee called in outside his regular work schedule shall be guaranteed a minimum of four 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 by direction of the government and an employee has reported for work on his regularly scheduled workday or when called in on a day outside his regular work schedule, the employee shall receive a minimum of four 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 Employer or its payroll servicer(s), amounting to 24 or more hours pay within three business days after the discrepancy (with all supporting documentation) has been submitted to the payroll department. Discrepancies of lesser amounts will be rectified and paid the following payday after the discrepancy (with all supporting documentation) has been submitted to the payroll department. In the event of an overpayment situation, the Employer will work with the affected employee to establish a re-payment plan.

## **ARTICLE 10 - WAGES**

The base hourly wage for bargaining unit employees shall be as follows:

<b>Current</b>	<b>October 1, 2023</b>	<b>October 1, 2024</b>	<b>October 1, 2025</b>
\$33.59	\$35.43	\$36.40	\$37.40

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. All employees shall be paid via Direct Deposit.

## **ARTICLE 11 - HOLIDAYS**

### **Section 11.1 - Holidays Defined**

Employees are entitled to the following paid holidays:

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

### **Section 11.2 - Holiday Worked**

Full-time non-probationary employees who work on a holiday listed above will be paid at their straight-time hourly rate for all hours worked on the holiday, plus eight hours holiday pay at their straight-time hourly rate.

Part-time non-probationary employees who work on a holiday listed above will be paid at their straight-time hourly rate for all hours worked on the holiday, plus holiday pay on a pro-rata basis based on the number of hours they worked the pay period preceding the holiday, provided the employee has completed his/her last scheduled shift prior to the holiday, his/her next scheduled shift after the holiday and has not called-off on such holiday, if scheduled to work.

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

### **Section 11.3 - Holiday Not Worked**

Full-time non-probationary employees who do not work on a holiday listed above will be paid eight hours pay at their straight-time hourly rate, provided the employee has completed his/her last scheduled shift prior to the holiday, his/her next scheduled shift after the holiday and has not called-off on such holiday, if scheduled to work.

Part-time employees shall not be eligible for payment under this section.

### **Section 11.4 - Building Closures**

Any holiday declared by Presidential Proclamation including inclement weather closings, that specifically includes contractors and the services they provide will be observed as instituted and the employees shall be paid if the government compensates the Employer for the closure.

Employees will follow OPM notices of building closures. If OPM announces the federal government is closed, all employees having Monday-Friday 12-hour shift schedules will not report to work and will not be entitled to any work or pay except as set forth below in this Section. If

OPM announces a delayed opening, all bargaining unit employees will still report for work on time. Employees on other than Monday-Friday schedules will report for work regardless of OPM announcements.

If government building closure is announced less than three 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 consecutive hours of work. However, should the employee not desire to remain at the facility, they will be paid only for time actually worked.

## **ARTICLE 12 - VACATIONS**

### **Section 12.1 - Vacation Accrual Rates**

Employees shall be entitled to annual vacation pay, based on their continuous years of service in federal contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

<b>Completed Years of Service</b>	<b>Earned Hours</b>
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 twenty-five (25) years of service	200 hours

Vacation leave shall be awarded annually. It is therefore agreed and understood that no hours shall be considered accrued, vested or in any manner available for use or pay until the vacation hours are awarded on each employee's anniversary date.

### **Section 12.2 - Vacation Scheduling**

An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least two weeks prior to the requested vacation time off. The Shift Supervisor (or other appropriate Employer representative) will approve vacation schedules so as to be mutually satisfactory to the employee and the Employer consistent with the seniority of employees requesting vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to ensure the orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation. The Employer must approve or deny, in writing, all vacation requests within seven calendar days of the employee's request. If there are any conflicts with vacation requests, 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 days following an 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 – Termination of Employment**

An employee who has not earned vacation hours at the time of termination shall not be entitled to any percentage or part thereof. However, an employee who has earned a full vacation and their employment is terminated prior to taking vacation shall be entitled to vacation pay.

## **ARTICLE 13 - HEALTH AND WELFARE ALLOWANCE**

### **Section 13.1 - H&W Allowance**

The Employer agrees to make a health and welfare ("H&W") benefit contribution as set forth below for each hour straight-time worked, up to 40 hours per workweek to a maximum of 2,080 hours per year.

<b>Current Rate</b>	<b>October 1, 2023</b>	<b>October 1, 2024</b>	<b>October 1, 2025</b>
\$4.37	\$4.57	\$4.57	\$4.57

Employees shall be permitted to receive H&W monies as cash-in-lieu, participate in the Employer's Health & Welfare Benefit Program, or have the monies contributed to their 401(k) Savings Plan.

### **Section 13.2 - Health & Welfare Benefit Program**

The Employer will make a contribution of H&W monies listed within Section 13.1 to the Health and Welfare Benefit Program ("HWBP") on behalf of each employee covered by this agreement beginning upon the signature date of this agreement.

For those employees who do not opt into the cash-in-lieu, all H&W amounts earned by these employees will be placed in an HWBP account under their name and shall be 100% vested in the

employee. The Union agrees that the Employer may use all needed employee information available to the Employer in the normal course of business to set up these accounts.

Any employee who does not allocate or direct the funds in the Plan will have the funds placed into the default 401(k) fund as deemed by the Plan Trustee.

The Plan will comply with all applicable laws. The Plan will offer various benefits as outlined below which shall be selected by each individual participant as they see fit; all participants are encouraged to actively monitor and revise their benefit selections as they individually deem appropriate and will be afforded the opportunity to do so. The Plan shall contain, at a minimum, the following features, available for selection by all employees, which will be developed in consultation with the Union:

- (1) 401(k) plan with multiple investment options
- (2) Voluntary and/or supplemental medical, dental and vision plans
- (3) Long-term and short-term disability available subject to participation
- (4) Health Reimbursement Account, if available
- (5) Parking and Commuter Reimbursement Account, if available
- (6) All benefit plans covered through the Plan will be administered through a Third-Party Administrator, which may be modified by the Employer.
- (7) The Plan shall permit employees the opportunity to make two withdrawals during any single plan year for a fee of \$50.00. Employees under the age of 59½ may be subject to IRS rules regarding hardship withdrawals, in addition to normal taxes.

At the discretion of the Employer, benefits offered through the HWBP may be administered through a Third-Party Administrator of the Employers choosing.

The Employer will:

- (1) Ensure all employees are automatically enrolled in the Plan within two pay periods from date of hire.
- (2) Ensure all H&W earned by the employee is sent to the Plan administrator within 14 days of the end of the pay period for which the money is earned.
- (3) Ensure each employee receives the information to facilitate the allocation of their funds as they choose once each year during annual open enrollment.
- (4) Have the final say in all benefits included in the Plan.
- (5) Ensure that all Plan administrative costs are kept to a minimum. All fees and costs for the plan will be paid from plan assets.

On behalf of the employees, the Union agrees to the following:

(1) The Employer may use all needed employee information available to the Employer in the normal course of business to set up these accounts.

(2) No employee covered by this agreement may refuse to participate in the Plan. Refusal to sign any documents will not prevent an employee's funds from being placed in the Plan.

(3) If an employee fails to make an election, the employee shall be deemed to have selected participation in the 401(k) Plan.

(4) The Union agrees that the Plan will continue for the term of the CBA and all future CBAs unless specifically negotiated.

### **Section 13.3 - Miscellaneous**

Employees may enroll eligible dependents in the medical, dental, and vision plans, as well as dependent life insurance. The premium cost for dependent coverage(s) will be borne by the employee through payroll deduction.

The actual costs of elected employee coverage(s) may change from year to year. Any changes will be conveyed to employees during the annual open enrollment period.

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

Any costs not covered by the H&W contribution for additional coverage(s) elected by an employee, or for an employee's eligible dependents, shall be the responsibility of the employee and deducted from each paycheck.

An employee receiving cash in lieu will only be eligible to move into the HWBP plan during the annual open enrollment period, or as allowed by law. Conversely, any employee participating in the HWBP and desiring to receive cash in lieu may only do so during the annual open enrollment period, or as allowed by law.

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 14 - RETIREMENT (401(k) SAVINGS PLAN)**

All eligible, non-probationary, bargaining unit employees may participate in the Employer's 401(k) Savings Plan with no Employer matching contribution.

## **ARTICLE 15 - UNIFORMS**

### **Section 15.1 - Uniforms in General**

The Employer will furnish employees all uniform and equipment as required by the Employer's contract with the Government, or as deemed necessary by the Employer, at no cost to the employee. Furthermore, the Employer 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.

### **Section 15.2 - Maintenance**

Employees shall maintain such uniforms and equipment in accordance with Employer standards.

### **Section 15.3 - Alterations**

The Employer will issue properly fitted uniforms. Employees are expected to try on uniforms upon issue. The Employer 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. A deduction for missing, un-cleaned, or damaged items may be subtracted from an employee's final paycheck.

## **ARTICLE 16 - SICK LEAVE & PERSONAL TIME OFF**

### **Section 16.1 - Montgomery County Maryland Sick & Safe Leave Act**

The Montgomery County Maryland Sick & Safe Leave Act is hereby incorporated into this Agreement by reference.

### **Section 16.2 - Accruals**

Employees shall earn Sick and Safe Leave as outlined below:

(a) Full-time employees shall receive 64 hours per full calendar year and allotted into their accounts on January 1 of each year.

(b) Full-time employees hired after the start of a calendar year, shall receive a pro-rated amount of sick leave during their first year of employment, as outlined below:

<b>Start Date</b>	<b>Hours for Use</b>
January 1-31	64 hours
February 1-28	58.67 hours
March 1-31	53.34 hours

April 1-30	48.01 hours
May 1-31	42.68 hours
June 1-30	37.35 hours
July 1-31	32.02 hours
August 1-31	26.69 hours
September 1-30	21.36 hours
October 1-31	16.03 hours
November 1-30	10.7 hours
December 1-31	5.37 hours

(c) Part-time employees shall accrue at the rate of one hour for every thirty hours worked, not to exceed 64 hours in a calendar year.

### **Section 16.3 - Approval Required**

The use of Sick and Safe Leave must be approved by the employee's immediate supervisor and shall be taken from the employee's total sick/personal leave balance in increments of no less than four hours if it is available for use. The use of Sick and Safe Leave shall be regarded as an excused absence, when accrued and unused hours are available for use. If an employee is absent for all or part of a scheduled shift, the absence will be paid from accrued, available leave in four-hour increments.

### **Section 16.4 - Minimum Notice Required**

Any employee who is unable to report to work because of sickness shall notify the Employer at least four hours prior to the beginning of his/her regular shift.

### **Section 16.5 - Sick/Personal Leave in General**

Sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid no later than on the payroll immediately following the sick leave being used. Unused sick leave shall be paid to the employee at his/her base wage hourly rate of the earned amount within forty-five days after the end of the calendar year. Unused, accrued sick leave shall be cashed out on an annual basis.

Employees desiring to roll-over, up to 64 hours of accrued and unused Sick/Personal Leave, must fill out an Employer provided form and present it to the Employer no later than December 1<sup>st</sup> of

each year. Employees not submitting this form will have their accrued and unused balance paid out.

#### **Section 16.6 - Doctor's Note**

The Employer may require a fit for duty form from the employee for any illness or injury longer than four consecutive workdays or for a medical situation or injury that occurred at work, or for an FMLA leave for the employee's own medical condition., The fit for duty form will be signed by the doctor, which establishes the fitness of the Employee to return to their previous duty position as an armed security officer.

#### **Section 16.7 - Personal Time-off**

Sick and Safe Leave hours may be used as Personal Time-off (PTO). When used as PTO, employees will be required to request the time off seven days in advance of the actual days used.

### **ARTICLE 17 - LEAVES OF ABSENCE**

#### **Section 17.1 - Limitation**

Personal leaves of absences not to exceed 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 days per calendar year to attend to Union business, including but not limited to, conventions, conferences, workshops, seminars.

#### **Section 17.3 - FMLA Leave**

The Family and Medical Leave Act of 1993 ("FMLA") is incorporated herein. The Employer agrees to make a reasonable effort to accommodate an employee's need for extended medical leave, even if the employee does not qualify for FMLA under the provisions of the law. Such leaves will not exceed thirty days, unless required by law.

Consistent with applicable law, any employee unable to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be separated from employment.

If an employee files for FMLA or medical leave on a false pretext or works for another employer without pre-authorization from the Employer, the employee will be removed from the program and from employment with the Employer.

Employees must use all accrued and unused paid personal leave while on approved FMLA leave.

#### **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**

A leave of absence not otherwise covered by a governing statute or federal law and/or regulation shall be processed in the following manner:

(a) Any request for a leave of absence shall be submitted in writing at least seven calendar days prior to the date such leave shall take effect except in case of emergency and shall be accompanied by a valid leave request form signed and authorized by the employee.

(b) The written request for a leave of absence shall be submitted to the Project Manager for final disposition.

#### **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.

(b) 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.

(c) 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.

(d) 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 days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, mother-in-law, father-in-law, aunt, uncle stepparent, foster parent, spouse or domestic partner, child, sibling, grandparent, or grandchild. Unpaid leave of up to three days shall be given for purposes of attending the funeral of a father-in-law or mother-in-law.

The employee must provide his/her immediate supervisor with at least 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 amount 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 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**

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 12 hours on any given day.



### **Section 19.1 - General**

It is the mutual responsibility of the employee and the Employer to track the expiration of any certifications/qualifications required per the Employer's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner.

Within thirty days of expiration of any certifications/qualifications, and an employee has not completed or has not been scheduled for recertification training, it is the employee's responsibility to advise the Employer of the need to be scheduled for training. The Employer agrees to post a quarterly certification/qualification list. Any employee scheduled for training who fails to attend will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

### **Section 19.2 - Payment**

Except as otherwise provided in this Agreement employees (not inclusive of employees in initial training not yet assigned to a shift) attending training, presented by or coordinated at the direction of the Employer, 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.

Notwithstanding the foregoing, in the event that an employee is required to repeat a training course/qualification (excluding FPS remedial weapons qualification training), the Employer shall pay for the employee's work time while taking such courses, training, or any time for health and fitness exams in excess of four hours, at the employee's regular wage rate. The Employer will not be required to pay for any failed session of training for any non-firearms training.

### **Section 19.3 - Weapons Qualification**

Employees shall be required to qualify semi-annually. Each firearms qualification "session" shall consist of no more than two "attempts" to qualify. If unsuccessful on the first qualification attempt, a second attempt must occur immediately thereafter. If an employee does not achieve a qualifying score after the first session, they will be placed on administrative leave w/o pay and must attempt a second, and if necessary third qualification session, no later than thirty (30) days after the first failure. Employees failing to qualify shall be required to undergo remedial firearms training before attempting subsequent qualification sessions. Firearms qualification and/or training shall be conducted at the Academi Training Facility, or a location designated by the Employer.

Employees shall be limited to no more than two additional qualification sessions to obtain a qualifying score within thirty (30) days of the first failure. Should an employee fail to achieve a qualifying score after three qualification sessions, they shall be considered to have voluntarily resigned.

The Employer agrees to pay employees in accordance with Section 19.2 above for time spent during firearms qualification and training for the three sessions mentioned above.

The Employer will reimburse employees for the renewal costs of the Maryland gun permit specifically required to work on site.

#### **Section 19.4 - Failure to Successfully Complete Training or Recertification**

If an employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty-day time frame (unless such failure to report is the result of a documented emergency circumstance, inability of the Employer to get the training scheduled, or due to a delay on either the Employer or the government's part in getting the certification issued), the employee shall be deemed to have voluntarily resigned.

### **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/CLIENT SUPREMACY**

The Employer and Union recognize that the Government/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 government. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the government/client's rights under the contract between the government and the Employer. Government/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 Government/client, documentation of Government/client directives will be provided to the union upon request. Verbal directives will be documented in accordance with company policy.

## **ARTICLE 22 - BREAKS**

The parties understand that in applying the following break schedule, it is the person rather than the post to whom the breaks apply.

### **Section 22.1 - Shifts of Less than 8 Hours**

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

### **Section 22.2 - Shifts of 8 Hours or More**

Employees who work eight hours or more, but less than 12 hours, will receive two 30-minute breaks, one paid and one unpaid.

### **Section 22.3 - Shifts of 12 Hours**

Employees who work 12 hours will receive two 30-minute breaks, one paid and one unpaid and an additional 15-minute paid break.

### **Section 22.4 - Shifts of Greater than 12 hours**

In case of emergency where employees are required to work more than 12 hours, the employees will receive a 15-minute paid break for each four hours worked that exceeds 12 hours if the emergency is non-life threatening and presents opportunity.

### **Section 22.5 - Breakroom**

The Employer shall provide at least one location at a job site for the employees to take their breaks.

#### **Section 22.6 - Restroom Breaks**

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

### **ARTICLE 23 - GENERAL PROVISIONS**

#### **Section 23.1 - 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 per the Employer's contract with its Client or should the Employer have concerns regarding an employee's fitness for duty. The Employer shall 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, up to four hours, spent undergoing the medical examination.

#### **Section 23.2 - Travel Expenses**

The Employer shall reimburse employees for all required and approved travel expenses.

#### **Section 23.3 - Telephones**

Employees shall limit the use of Government or Employer telephones for personal or unauthorized purposes. To the extent possible, and in accordance with local procedures, personal messages (name and number) of calls received in the office 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 September 1, 2023 and shall remain in full force and effect through August 31, 2026. 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.

## SIGNATURE PAGE

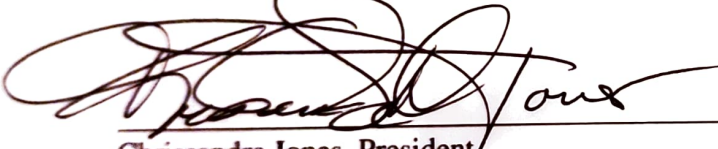
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

### FOR THE EMPLOYER:

  
\_\_\_\_\_  
Michael W. Goodwin, Director, Labor Relations      8/21/2023  
Date

  
\_\_\_\_\_  
Paul Caruso, Contract Manager      08/20/23  
Date

### FOR THE UNION:

  
\_\_\_\_\_  
Chrissandra Jones, President      Aug 18, 2023  
Date

  
\_\_\_\_\_  
Rashunda Kelly, Treasurer      August 18, 2023  
Date