



COLLECTIVE BARGAINING AGREEMENT

By and Between

Triple Canopy, Inc., a Constellis Company

And

**Protective Service Officers United
(PSO's United)**

For the

Protective Services Contract

At the

Ronald Reagan Building, Washington, DC

January 13, 2025 through January 12, 2028

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PREAMBLE

This Agreement is entered into by and between Triple Canopy, Inc., a Constellis Company, hereinafter referred to as the “Employer,” and Protective Service Officers United (“PSO’s United”), hereinafter referred to as the “Union.”

Any economic changes associated with this CBA take effect on October 1, 2025. Unless otherwise noted, any non-economic changes associated with this CBA take effect as of the effective date of this CBA.

Definitions

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

Business Days: Monday through Friday, excluding holidays.

Client: Department of Homeland Security, Federal Protective Service and any other entity that pays the Employer to provide services that are performed within the scope of this bargaining unit.

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

Employer: Triple Canopy, Inc. a Constellis Company.

Full-time Employee: An employee designated by the Employer regularly scheduled for 32 or more hours per workweek.

Grievance: An action filed by the Union 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 regularly scheduled for up to 24-31 hours per workweek.

Probationary Employee: Newly hired employees shall be classified as probationary employees for a period of 90 days from their first day working a productive post. During their probationary

period, employees may be subject to discipline or discharge at the sole discretion of the Employer, without regard to the provisions of Article 7 of this Agreement. Unless otherwise noted, all other provisions of this Agreement are applicable to probationary employees.

Probationary Employee: Newly hired employees shall be classified as probationary employees for a period of 90 days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the sole discretion of the Employer, without regard to the provisions of Article 7 of this Agreement. Unless otherwise noted, all other provisions of this Agreement are applicable to probationary employees.

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

Regular Hours: All hours worked and paid at the base wage rate of pay, up to 40 hours per workweek.

Seniority: The length of service since employee's date of hire by the Employer, or as an employee for any predecessor employer performing similar duties at the same location(s).

Seniority (Bargaining Unit): Bargaining unit ("BU") seniority shall be the length of continuous service (except for breaks in BU seniority, as defined in Article 14 of this Agreement) from the Employee's last date of hire as a member of the bargaining unit for the current Employer and/or any predecessor Employer. BU seniority shall be used in determining the order of layoff, recall, shift bidding, vacation requests/approvals, and assignment of overtime. It is understood that BU seniority shall have no bearing on service time as it relates to the Service Contract Act.

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, hours paid at overtime, or cash out of paid sick/personal time ("cash-in-lieu").

Union: Protective Service Officers United ("PSO's United")

Workday: Any day, Sunday through Saturday, including holidays, 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 guards employed by the Employer at the Ronald Reagan Building, currently located at 1300 Pennsylvania Avenue NW, Washington D.C. (as certified by the NLRB on August 14, 2024, case #05-RC-344183), but excluding all office clerical employees, professional employees, managerial employees, project managers, assistant project managers, and supervisors as defined by 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.

ARTICLE 2 - CLIENT SUPREMACY

The Employer and Union recognize that the Client may impose various demands and obligations upon the Employer and its employees. Nothing in this Agreement is intended to place the Employer in violation of its service contract with its Client. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Client. The Client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the Client deems to be in the interest of the Government. If the Client's directives result in a conflict with the terms of

this Agreement, the parties will meet to bargain over the effects of that directive. Nothing in this Article shall add to or in any way detract from the authority or rights of the Client.

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.

Notwithstanding any provision of this Agreement, to the extent the Client requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under Articles 7 of this Agreement, except as to a dispute of whether or not the employee complied with the directive.

Any action(s) taken by the Employer pursuant to a requirement or directive including, but not limited to, the denial of employee access to the facilities and/or property, or employee removal from the Contract by the Client shall not constitute a breach of this Agreement and shall not be subject to grievance and/or arbitration. Furthermore, any employee removed from the contract by the Client shall not be eligible for, or receive, any payment for wages or other benefits during the period of their removal, nor shall they be made whole for such wages and benefits in the event the Client reinstates them.

If requested by the Union, the Employer shall request from the Client all documents that support its directive. It is understood that the release of documentation to the Union must be expressly approved by the Client. In the event the Client does not approve the release of documentation to the Union, the Employer shall provide an attestation of its attempt to obtain such approval.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1. Management Rights

Management of the operations and workforce covered by this Agreement is vested exclusively with the Employer, except as limited by specific provisions of this Agreement. The Employer shall have sole and exclusive rights customarily reserved to management, including but not limited to, the right to:

- (a) Hire, assign, schedule, lay-off, recall, promote, and demote.
- (b) Discipline employees for just cause.
- (c) Determine, establish, and implement new operational methods.

(d) Determine, establish, change, or continue policies, practices, and procedures for the conduct of the business and provision of services provided such are not in conflict with any provision of this Agreement.

(e) Determine and select the type of uniform and equipment, to include changing any aspect of the uniform or equipment.

(f) Reassign or relocate employees, to set the levels of satisfactory work performance including quality and quantity of work.

(g) Set and alter the frequency of workweek.

(h) Determine and change starting times, quitting times, schedules shifts, and post assignments of employees.

(i) Temporarily assign employees to meet the needs of the Employer and Client.

(j) Establish and change shifts, as well as the number of employees needed for each shift.

(k) Take reasonable measures necessary for the orderly and efficient operation of its business.

(l) Make operational changes necessary to ensure compliance with Client directives.

(m) Determine employee qualifications and competencies.

(n) Manage, assign, and direct the workforce.

(o) Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part.

Section 3.2. Management Rights Retained

The above rights of management are not to be interpreted as all-inclusive, but merely indicate the types of rights reserved for management. Any other rights, powers, or authority the Employer had prior to signing this Agreement are retained by the Employer, except those specifically limited or modified by this Agreement.

Section 3.3. Miscellaneous

The Employer shall not implement any changes to mandatory subjects of bargaining without first notifying the Union over the proposed decision and bargaining the decision and the effects. Such bargaining shall be done remotely/telephonically and will not be delayed by either party. This Section shall not apply to any Management Rights enumerated in Section 3.1. of this Article.

ARTICLE 4 - PART-TIME EMPLOYEES

Section 4.1. Part-time Employees Requirements

Any part-time employee who works less than an average of 16 hours per week in any 30-day period shall receive written notice from the Employer, with a copy of such notice sent to the Union and shall have ten days from the mailing of said notice to contact the Employer and attempt to increase their hours worked to 16 or more hours per week, as long as the hours are available.

Any part-time employee hired after the effective date of this agreement, who works less than an average of 24 hours per week in any 30-day period shall receive written notice from the Employer, with a copy of such notice sent to the Union, and shall have 10 days from the mailing of said notice to contact the Employer and attempt to increase their hours worked to 24 or more hours per week, as long as the hours are available.

The failure of a part-time employee to contact the Employer, as prescribed above, may result in the employee's termination of employment. All part-time employees will be notified of this requirement at the time of hiring.

The requirements of this Article shall not require the Employer to modify any other employee's work schedule.

Section 4.2. Part-time Employees' Schedules

The Employer will have the authority to assign schedules to part-time employees as needed to meet the Employer's needs, except that such employees will be given at least two weeks' notice of their schedules.

ARTICLE 5 - WORKWEEK & HOURS OF WORK

Section 5.1. Workweek & Workday Defined

The workweek shall be from 0001 hours Sunday and end 168 hours later at 2400 hours the following Saturday. A workday shall be defined as from 0001 hours until 2400 hours. There is no guarantee of a minimum number of hours an employee will be scheduled in a workweek.

Section 5.2. Posting and Awarding Vacant Shifts

(a) Posting Vacant Shifts

The Union shall be solely and exclusively responsible for all aspects of the bid and award process for vacant shift assignments.

Once notified by the Employer that a shift has become vacant, the Union will have 30 calendar days to notify the Employer of the employee selected for the vacancy. The Employer notification to the Union shall include (at a minimum) the following:

- (a) Agency.
- (b) Shift hours and days.
- (c) Any special training/clearance requirements.

(b) Vacancy Award

The Union shall notify the Employer with the name of the employee selected for a vacant shift assignment within five calendar days of the bid period ending. The selected employee will be assigned to their new shift assignment no later than 14 calendar days from the date of notice from the Union to the Employer. The Union will ensure that the selected employee is fully qualified for the vacant shift assignment. The parties will work together to verify that a bidding employee meets the stated requirements for the vacancy.

(c) Miscellaneous

(a) The Employer shall be held harmless from any disputes arising from the bid process.

(b) Once an employee is awarded a shift assignment bid, he will not be eligible to bid on another vacant shift assignment for a period of 6 months from their first day working the assignment. The 6-month minimum before being allowed to bid on another vacancy will not apply to an employee who vacated a job due to a change in days or hours of work as described in sub-section (e) below; an employee who vacates for those reasons will be allowed to bid on and accept any subsequent vacancy. An employee who bids into a vacancy must stay in that bid for at least six months unless circumstances in sub-section (e) apply.

(c) The parties agree that no employees shall exchange a shift assignment without prior approval from the Employer. In no instance will an approved shift assignment exchange cause the Employer to incur any overtime.

(d) In the event the Client expressly directs the removal of an employee from a specific Agency and/or shift assignment, the affected employee will be eligible to bid on any vacant shift assignment (as prescribed in this Article). The affected employee shall have no bumping rights and will be assigned in accordance with the needs of the Employer until such time as he has been awarded a vacant shift assignment.

(e) It is agreed and understood that should there be a need to change the hours, days, or a combination of both, of a shift assignment, the affected employee shall have the first right of refusal to the change(s). Should the employee refuse the change(s), the shift assignment shall be put out to bid as per this Article. The affected employee shall be assigned in accordance with the needs of the Employer until such time as he has been awarded a vacant shift assignment. If such a change in a shift assignment is in a shift that is held by more than one employee, the employee with least seniority will be required to vacate the shift.

(f) The Employer will make all reasonable efforts to assign posts to employees on the same shift in the same agency whenever there is no client request, sudden, permanent, specific, or general operational need to assign posts to specific PSOs. Any employee who refuses to work the post they are assigned will be subject to the Employer's "Progressive Discipline Policy."

(g) Nothing contained herein shall be considered as a guarantee of hours for any employee.

Section 5.3. Breaks

Employees who work shifts of more than four hours and less than eight hours shall receive a 15-minute paid break during their shift.

Employees who work shifts of eight or more hours shall receive a 30-minute unpaid break and two 15-minute paid breaks during their shift.

Employees who work shifts of 12 hours shall receive a 30-minute unpaid break and three 15-minute paid breaks during their shift.

Employees who work more than 12 consecutive hours will receive an additional 15-minute paid break during the time period beyond 12 hours.

Section 5.4. Assignment of Overtime

Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight time rate for all hours worked over 40 hours in a workweek. There will not be any pyramiding of hours worked. Paid vacation time, paid sick, or holiday hours paid and not worked shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

When the Employer has less than 24 hours' notice of its need to provide coverage, the Employer will first call from a list of employees on duty who have expressed interest in holding over. Such opportunities will be distributed on a rotation basis in a manner that approximately equalizes such earning opportunities. If there are not enough volunteers to fill the needed staffing, then the Employer shall have the right to require an employee who is working the post where coverage is needed, to remain on duty until relieved. In such a circumstance, the Employer will seek a volunteer from the following shift to report early to relieve the forced holdover. Such volunteer opportunities will also be distributed on a rotation basis in a manner that approximately equalizes such earning opportunities.

When the Employer has advance knowledge that overtime will be required, it will offer such work to available, qualified employees in the entire bargaining unit, by rotation. Rejected overtime shall be considered as "overtime worked" for purposes of future overtime distribution. Should an insufficient number of qualified employees agree to work overtime through this procedure, forced overtime will be rotated among employees in a manner that equalizes the burden of forced overtime. It is the intent of this procedure that overtime work is distributed among employees as

equally as possible.

Overtime work may be offered to part-time employees before full-time employees, if they provide the Employer with a list of days and times during which they are available and willing to work should extra work become available. However, if a part-time employee refuses on two separate occasions to work hours offered consistent with such list, other than due to an emergency acceptable to the Employer, the Employer will not have further obligation to offer overtime work to that employee.

Notwithstanding the foregoing, an employee shall not be required to remain on duty for more than 16 consecutive hours (not inclusive of gear up or gear down time) and may do so only as long as there is eight-hour non-duty period between scheduled shifts.

Should an employee be improperly passed over for an overtime opportunity, that employee shall go to the top of the rotational list for the next overtime opportunity.

Section 5.5. Holdover

No employee will be forced to forfeit any regularly assigned hours later in the workweek when held over (either voluntarily or forced) on shifts that result in some of their regularly assigned hours putting them over 40 hours for the week.

Section 5.6. Gear-up & Gear-down

Employees will be paid to attend gear-up/guard-mount, which begins 15 minutes prior to every shift. Failure to attend guardmount will be considered tardiness and may result in progressive discipline. Employees will be paid 15 minutes of gear-down per shift.

Section 5.7. Payroll Discrepancies

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

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

Section 5.8. Guaranteed Hours of Work

If an employee is called into work, or reports for his scheduled shift, they will be paid for a minimum of four hours. Should an employee who was called in arrive, or report for his scheduled shift, and it was determined they are not needed, that employee shall be assigned work for the four hours, unless the employee chooses to leave. If the employee chooses to leave, they shall not be entitled to the four hours compensation.

Other than as noted in this Section, nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours of work.

ARTICLE 5.A - TRANSFERS, LAYOFF, & RECALL

Section 5.A.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.A.2. Reduction to Part-time

Full-time employees shall have the option of accepting a part-time position in lieu of a layoff and in that scenario the most junior part-time employee(s) will be laid off.

Section 5.A.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.A.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.A.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 - DISCIPLINE

Section 6.1. Progressive Discipline

(a) No employee shall be subject to discipline or discharge without just cause. 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 policy will only be made after advance notice to the Union, the Union is provided a revised version, and the change is discussed in good faith with the Union. The Union retains the right to contend in the grievance procedure that the application of the Company's policy fails to meet standards of just cause.

(b) Employees are required to cooperate fully with the Employer during any investigation. This includes but is not limited to providing a written statement to the Employer immediately upon being asked to do so, as well as undergoing an interview. Should an employee refuse to immediately provide such statement, or cooperate during an interview, it shall be considered a waiver of any right to do so, and the Employer shall make any disciplinary decision based the information at hand.

(c) The initial Incident Report shall be provided to the affected employee within 15 working days of when management became aware or should reasonably have 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.

Section 6.2. Serious Misconduct

(a) 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 (including reporting for duty exhibiting the effects of such use). Otherwise, discipline will be issued in accordance with the Employer's Progressive Disciplinary Policy.

(b) 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 45 calendar 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.

Section 6.3. Discipline Files

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

Section 6.4. Removal by Government

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.

Section 6.5. 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.

ARTICLE 7 - GRIEVANCE & ARBITRATION

Section 7.1. Grievance

All grievances shall be signed and dated by the Union official filing the grievance, as well as the aggrieved employee.

All grievances shall contain, at a minimum:

- (a) A grievance number, as well as date and time the grievable event allegedly occurred.
- (b) The facts giving rise to the grievance.
- (c) The provisions of the Agreement alleged to have been violated.
- (d) The name(s) of the aggrieved employee(s).
- (e) The exact remedy sought.

In case(s) involving a suspension action, the parties agree the matter shall be filed initially at Step 2. For cases involving discharge of employment, the parties agree the matter shall be filed initially at Step 3. Both matters be filed within seven business days after the effective date of the suspension or discharge to be considered timely.

Section 7.2. Timeliness

The number of days provided for in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. Time limits, prescribed herein, may be extended by written mutual agreement. The term “business days” as used in this Article shall exclude Saturdays, Sundays, and holidays. Furthermore:

(a) The failure of the Union to initially file a grievance or to proceed to the next step of the grievance procedure, within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute an unequivocal waiver of any future appeal concerning the grievance, including arbitration.

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

Section 7.3. Grievance Steps

Grievances, if filed, shall be processed as follows:

Step 1 (Contract Manager):

Within 15 business days after the occurrence of an event upon which a grievance is based, the designated Union official will submit the grievance in writing to the Contract Manager, or his designated representative. The Contract Manager, or his designated representative shall respond in writing to the grievance within 10 business days after submission of the grievance. If the grievance is not settled, it may be appealed, by the Union, in writing to Step 2 within 10 business days after receipt of the response.

Step 2 (Operational Director):

If the matter is appealed to Step 2, a meeting will be held between the designated Union official, aggrieved employee, and the Operational Director, or his designated representative within seven business days of receipt of the appeal. The Operational Director, or his designated representative, shall render a written response within seven business days after the meeting is held. If the grievance is not settled, it may be appealed, by the Union, in writing to Step 3 within seven business days after receipt of the response. It is agreed this meeting shall be held telephonically. It is further agreed that a grievance cannot be modified or otherwise changed once the Step 2 meeting has taken place.

Step 3 (Director, Labor Relations):

If the matter is appealed to Step 3, a meeting will be held between the designated Union official, aggrieved employee, and Director of Labor Relations, or his designated representative, within 14 business days of receipt of the appeal. It is agreed that this meeting shall be held telephonically. The Director of Labor Relations, or his designated representative, shall render a written response within seven business days after the meeting is held.

Section 7.4. Appeal to Arbitration

If a grievance is not settled at Step 3, 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 30 business days after the Union receives the Step 3 response. It is agreed that said notice may be served by email.

Section 7.5. 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 and Conciliation Service ("FMCS") from which the parties shall select an Arbitrator. The moving party shall be responsible for all costs associated with obtaining the list from FMCS. Each party shall

have a one-time right to reject a panel. The rejecting party shall have 10 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 60 days from the date the Arbitrator is selected, unless mutually agreed otherwise.

Section 7.6. Arbitration Expenses

The parties shall equally share the Arbitrator's fee and expenses. 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 7.7. 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 Arbitrator shall not substitute his or her own judgment in making a decision that would be contrary to this CBA.

The Arbitrator's award shall be made in writing and shall be rendered within 90 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 income derived from interim employment and unemployment). 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 7.8. Steward Duties in Grievance Process

Union representatives shall be relieved of their posts to attend the meetings described in Section 7.3. They shall be paid for time spent meeting with management when those meetings take place during the steward's work hours.

ARTICLE 8 - NO STRIKE & NO LOCKOUT

Section 8.1. No Strike

The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any illegal strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension, in the event an employee refuses to enter upon any property involved in a labor dispute involving any employee organization or refuses to go through or work behind any picket lines involving any employee organization at the worksite.

Section 8.2. No Lockout

During the term of this Agreement, the Employer shall not lockout any employee.

ARTICLE 9 - BULLETIN BOARDS

The Employer will seek permission from the Client's contracting officer for the Union to use bulletin boards available to the Employer at the worksite. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

Any material placed on the Union bulletin board that is derogatory towards the Client or Employer is not allowed and shall be removed immediately.

ARTICLE 10 - STEWARDS & UNION BUSINESS

Section 10.1. Union Stewards

The Union shall designate up to two Stewards per shift for each Agency. Additionally, the Union shall designate one alternate Steward who shall serve in the regular Steward's absence or unavailability. The Union shall notify the Employer of the names of Stewards within 10 days of such selections.

Stewards shall not interfere with the management of the business or direct any work of any employee.

Stewards shall conduct Union business during non-working hours unless the Employer schedules a meeting, including but not limited to any interview with unit employee that could lead to discipline, during working hours at which a Steward is to be present. A Steward will remain on duty for such meetings. Stewards shall provide at least 24-hour notice to the Contract Manager or Project Manager when they plan to enter the facility to conduct Union business outside of their normal work hours. The Contract Manager, or his designee, shall be available to meet during the Steward's non-working hours regarding grievances and other problems, which may arise.

Except as described above, Stewards are prohibited from conducting Union business while on duty or conducting Union business with employees who are on duty, even when the Steward is not on duty.

Section 10.2. Authority of Stewards

The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information, which shall originate and are authorized by the Union or its officers.

Section 10.3. Labor Management Meetings

The Parties shall hold a quarterly Labor Management meeting with the officers of the Union and representatives exchange information and concerns. At a minimum, the Contract Manager, or designee, will represent the Employer. At a minimum, the local President, Vice Presidents, or Union designee will represent the Union. The Union will request such meetings in writing to the Contract Manager. Such requests will include a detailed agenda of issues to be discussed. The Employer shall provide a detailed agenda to the Union as well. The Contract Manager will reply establishing the time and place of the meeting. The Employer will not pay Union's Representatives for time spent during these meetings.

ARTICLE 11 - COURT APPEARANCES

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement, less any monies received from the Court. However, other court, administrative or grievance procedure and/or arbitration appeal appearances shall not be paid by the Employer, unless the Employer has requested the employee to be present.

ARTICLE 12 - JURY DUTY & BEREAVEMENT LEAVE

Section 12.1. Jury Duty

A full-time non-probationary employee who is required to report for jury duty or has been subpoenaed as a witness (as described below), shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of seven workdays per year. To be eligible for compensation, an employee must have notified the Employer in writing no less than five business days after receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or defendant), or where they are appearing as a witness against the Employer, unless otherwise required by law. Proof of service for jury duty must be provided to Employer to receive payment.

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

An employee who reports for such service and is excused shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Employer's Payroll Department, through their supervisor, written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

Section 12.2. Bereavement Leave

Upon the death of an immediate family member, up to three days of paid Bereavement Leave is provided for the employee, with an additional day if travel over 500 miles round trip is required to attend services, if the employee was otherwise scheduled work during the same time, to make or assist in making funeral arrangement and to attend the funeral. "Immediate family members" under this Article includes spouse, cohabitating partner, child, parent, sibling, mother- and father-in-law, brother- and sister-in law, aunt, uncle, stepparent, foster parent, grandchild, grandparent, or grandparent-in-law. If additional time is needed, PTO or unpaid leave may be taken with Supervisor approval.

The Employer reserves the right to require proof of the need for such leave.

Bereavement pay is calculated based on the base pay rate at the time of absence and does not

include any special forms of compensation such as incentive pay or overtime.

If a holiday falls during Bereavement Leave, the day will be paid as a holiday.

Section 12.3. Miscellaneous

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

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1. Unpaid Leave of Absence

Consistent with Employer policy, an unpaid leave of absence may be granted at the sole discretion of the Employer without loss of seniority to the employee. Unless prescribed otherwise by federal or state law, length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits while on unpaid leave. The Employer will make every reasonable effort to maintain an employee's position while on an unpaid leave of absence.

Unpaid leaves of absence may be taken only with prior written approval of the Employer. Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation taken, or paid sick leave taken.

An employee who does not return from an approved unpaid leave of absence as scheduled and does not apply for, and receive in writing, an extension from the Employer, will be considered to have voluntarily resigned.

An employee who engages in other employment, without the express written permission of the Employer, while on a leave of absence, shall be considered to have voluntarily resigned.

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

Section 13.2. Returning from a Leave of Absence

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

Any employee returning from a Leave of Absence must meet all qualifications and certifications required of their position before being allowed to return to productive post time.

Section 13.3 - 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.

ARTICLE 14 - SENIORITY

Section 14.1. Seniority Lists

The Contract Manager, or designee, shall provide the Union with a copy of a seniority list upon request.

Section 14.2. Loss of Seniority

An employee who is laid-off for reasons other than the Employer's loss of the contract to provide services at the facility will retain seniority for one year. The Employer will have no obligation to recall any employee who is on layoff when the Employer (or any subcontractor thereof) ceases to employ security personnel at the facility. Any employee who voluntarily quits or who has been terminated for cause shall lose all prior seniority. An employee on a Leave of Absence will lose seniority after 12 consecutive months on Leave of Absence.

Section 14.3. Promotion Outside of the Bargaining Unit

The Employer shall post all promotion opportunities as soon as practicable. The Employer shall have the exclusive right to determine any specific job requirements and method by which promotion decisions are made.

If, within 90 days of such promotion, an employee fails to satisfy the Employer's requirements for the position or the employee does not wish to continue in the position to which promoted, such employee may elect to be returned to his or her prior position in the bargaining unit if the position is available. If the position is no longer available, the affected employee will be scheduled for hours as they are available until awarded a bid shift.

An employee who returns to the bargaining unit in such circumstances will reclaim their original bargaining unit seniority. If an employee is out of the bargaining unit for more than 90 days, they will be deemed to have forfeited their bargaining unit seniority. An employee will be allowed to use the 90-day grace period/reclamation of bargaining unit seniority one-time only.

Section 14.4. Reduction in Force

In the event of any lay-off within the bargaining unit, employees with the least seniority shall be laid-off first, provided there remain enough qualified employees to fill all remaining positions, and provided further that any employee who is qualified only for the position(s) being eliminated will be laid-off regardless of seniority. Any full-time employee who is laid-off may elect to work a part-time shift, and any employee laid-off from a higher job classification may elect to bump an employee from a lower job classification for which the laid-off employee is otherwise qualified.

Section 14.5. Recall

All laid-off employees will be recalled in order of seniority to positions for which they are qualified. Upon recall, no seniority will be credited for the lay-off period, but the employee shall retain seniority possessed at the time of lay-off.

It is the individual employee's responsibility to keep the Employer advised of his or her current address. If a recalled employee does not respond within seven calendar days of receipt of such notice or if such notice is returned to the Employer because the employee failed to keep the Employer informed of his or her current address, said employee shall be considered to have voluntarily quit, with no right to future recall.

Any recalled employee must meet all qualifications and certifications required of their position before being allowed to return to productive post time.

ARTICLE 15 - VOLUNTARY RESIGNATION

An employee shall be deemed to have voluntarily resigned employment with the Employer if:

(a) The employee fails to report for work as scheduled and fails to contact the Contract Manager or his designated representative, for five consecutively scheduled workdays, unless it is determined by the Employer, in its reasonable discretion, that there was an emergency which prevented the employee from properly notifying the Employer.

(b) The employee fails to report for work within two days after the expiration of an authorized period of absence without a telephone call or other explanation, unless it is determined by the Employer, in its reasonable discretion, that there was an emergency, which prevented the employee from properly notifying the Employer.

(c) The employee fails to respond within seven days of the Employer's notice of recall unless the Employer determines, in its sole discretion, that there was an emergency, which prevented the employee from properly notifying the Employer by certified mail.

(d) The employee fails to maintain required certifications and training to be qualified for continued employment, unless it is determined by the employer, in its reasonable discretion, that

there were circumstances beyond the employee's control that prevented the employee from maintaining required certifications.

ARTICLE 16 - TRAINING & RE-QUALIFICATION

Section 16.1. Firearms Qualification

Employees shall be required to qualify semi-annually. If unsuccessful on the first qualification attempt, a second attempt must occur immediately thereafter. For purposes of this Article, a qualification session is defined as two attempts to qualify on the same date. 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 37 days after the first failure. Employees failing to qualify shall be required to undergo remedial firearms training before attempting subsequent qualification sessions. All firearms training and qualification sessions shall be conducted at a location determined by the Employer and at no cost to the employee.

The Employer agrees to pay employees at their normal rate of pay, for time spent during firearms qualification and training for the first three sessions mentioned above.

The failure to re-qualify shall not be considered a voluntary quit if the failure is attributable to a lack of firing range availability, which is beyond the employee's control. Under such circumstances, the employee shall remain on administrative leave without pay until the firing range becomes available.

To the extent possible, firearms qualification testing shall be scheduled at least 60 to 90 days prior to the expiration of an employee's certification and all reasonable efforts will be made to schedule employees for their first qualification session no sooner than 30 days prior to the expiration of the employee's certification.

The Employer agrees to provide employees with instruction on firearms safety, handling, malfunctions, and a practice course of fire under the observation of an Employer designated Firearms Instructor prior to each scheduled qualification session. Feedback and coaching will be offered to employees on an as needed basis. The Employer agrees to pay employees at their normal rate of pay for their attendance during this training. If an employee fails to appear for any scheduled firearms training or qualification, they shall be subject to disciplinary action in accordance with Article 6 of this Agreement.

Section 16.2. First Aid & CPR Training

The Employer agrees to pay employees at their regular rate of pay for up to eight hours of training in CPR and First Aid each year, as may be necessary for the employee to maintain certifications. Failure to attend the required training will subject the employee to disciplinary action in accordance with Article 6 of this Agreement.

Section 16.3. Maintaining Other Training Requirements

It is the employee's sole responsibility to act in sufficient time, attend and pass the required training, and coordinate/cooperate with support personnel to ensure their government credential requirements are submitted in sufficient time to be processed and returned by the government and do not expire. The Employer shall pay employees as required by law for any time spent in this regard.

If an employee allows their government certification to expire or fails to appear for any scheduled re-certification or event, as required, they will be subject to the provisions of Article 6 of this Agreement. A copy of the employee's certification expiration dates will be provided to that employee upon request.

Section 16.4. Medical Examination

The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer in service of the contract, at Employer designated clinic(s) or physicians. Physical, medical, and psychological exams may be required by operation of the government contract, or should an incident occur that causes the Employer to have legitimate concerns regarding an employee's fitness for duty. The Employer shall designate the physician or clinic, at its discretion, by which such examinations are to be conducted. In the event an employee is required to undergo a medical examination during non-duty hours, the Employer shall compensate the employee for time, up to four hours, spent undergoing the medical examination.

If an employee fails to appear for or obtain their government-required physical examination prior to the time by which it must be obtained, the employee shall be placed on administrative leave without pay for a period not to exceed 30 days. If the employee does not satisfactorily pass their physical within this 30-day period, they shall be considered as having voluntarily quit. However, the failure to obtain a physical examination will not be considered a voluntary quit if such failure is attributable to circumstances, which are beyond the employee's control, as determined by the Employer.

Section 16.5. Training

(a) Employees are required to take regular training courses to remain qualified to perform work under the Employer's contract with its Client. Employees shall be paid for time spent while attending these courses.

(b) Except as otherwise provided in this Agreement employees (not inclusive of employees in initial training not yet assigned to a shift) attending training, present 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.

ARTICLE 17 - UNIFORMS & EQUIPMENT

Section 17.1. Uniforms

The Employer will furnish to employees all uniforms and equipment as required by its contract with the Client, or as deemed necessary by the Employer, at no cost to the employee. The Employer has the sole discretion to determine the type of uniform and equipment to be used by employees, as well as the way these items are worn.

Employees are prohibited from wearing any part of the uniform or equipment issued by the Employer while working for another Employer. Employees found to be in violation of this provision shall be subject to disciplinary action up to and including the immediate termination of employment.

At a minimum, employees will be issued three long-sleeve shirts, three short-sleeve shirts, and three pairs of trousers. Hats may be replaced, based on condition, every year by the Employer.

At all times, employees shall wear and use Employer uniforms and equipment with care. Employees are required to comply with appearance requirements of the Employer, and to maintain proper grooming, cleanliness, and hygiene at all times.

The Employer will provide a reimbursement of \$52.00 per contract year for employees to purchase approved footwear. Receipt of purchase will be required for reimbursement.

Section 17.2. Care & Return of Uniforms

The Employer shall repair/replace any uniform item damaged through no fault of the employee or through fair wear and tear, at no expense to the employee.

All issued uniforms and equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee.

Section 17.3. 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.

ARTICLE 18 - 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 19 - HOLIDAYS

Section 19.1. Designated Holidays

During the term of this Agreement, the following shall be designated as paid holidays:

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

Section 19.2. Payment for Holidays

Full-time 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.

Full-time 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 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 week 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 19.3. Holiday during Paid Absence

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

Section 19.4. Miscellaneous

Employees will receive holiday pay only on the day the holiday is observed by the Client (e.g., if a designated holiday falls on a weekend and is observed the previous Friday or following Monday, employees will receive holiday pay only for the day on which the holiday was observed, not the weekend day upon which it falls).

A holiday declared after the effective date of this Agreement by Presidential Proclamation will not be observed unless the Proclamation specifically includes contractors and the services they provide (e.g., security) and the Employer receives advance approval from the Client's Contracting Officer that the Employer will be reimbursed for the additional holiday. In the event the Client does not approve reimbursement, the Employer shall provide an attestation of its attempt to obtain such approval.

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

ARTICLE 20 - VACATION

Section 20.1. Vacation Accruals

Employees shall be entitled to annual vacation pay. Vacation entitlements are determined by an employee's date of hire and continuous service, notwithstanding breaks in service on the contract to provide security for designated facilities. Date of hire and continuous service are inclusive of previous employers providing this service. Employees shall receive block grants of vacation upon completion of each full year of continuous service on the contract. Employees shall earn vacation hours, in accordance with the following schedules:

(a) **Full-time employees:** Shall earn vacation hours for all straight-time hours worked, vacation taken, and sick leave taken, as long as the total hours is equal to or greater than 1664 hours, in accordance with the following schedule:

Completed Years of Service	Not To Exceed
Upon completion of one year of service	80 hours
Upon completion of five years of service	120 hours
Upon completion of ten years of service	160 hours
Upon completion of fifteen years of service	200 hours

Should a full-time employee not achieve the minimum number of hours, their vacation accrual will be proportionally reduced.

(b) Part-time employees: Shall earn vacation hours for all straight-time hours worked, vacation taken, and sick leave taken not to exceed 40 hours per week, in accordance with the following schedule:

Completed Years of Service	Earned Hours	Not To Exceed
Upon completion of one year of service	0.042735	80 hours
Upon completion of five years of service	0.064102	120 hours
Upon completion of ten years of service	0.085470	160 hours
Upon completion of fifteen years of service	0.106837	200 hours

Employees are not entitled to use their accrued vacation entitlements until they have completed a minimum of one year of employment with the Employer.

Vacation entitlements are vested by the year based on employee's date of hire. Vacation pay will be paid as vacation entitlements are used. Vested vacation pay shall be paid on the first full payday following an employee's return to work after their vacation. Compensation for the vacation period shall be computed at employee's base rate of pay in effect at the time the vacation is vested.

Consistent with Article 22 of this Agreement, Health & Welfare will be paid for hours associated with vacation hours taken, cashed out, or paid in lieu of vacation taken.

Section 20.2. Carryover

Vacation shall not be cumulative from one year to the next. Any vested, but unused vacation time remaining at the end of a year of service (based on employee's anniversary date of employment) shall be paid to employee in the next full pay period following his or her anniversary.

Section 20.3. Termination of Employment

Upon termination of employment, employees will be paid for all vested and unused vacation as of their last anniversary date. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the termination date. Consistent with Article 22 of this Agreement, Health & Welfare Allowance will be paid for any vacation hours paid out

to terminated employees.

Section 20.4. Vacation Scheduling

An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least four 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 business days of receiving 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.

ARTICLE 21 - PAID SICK LEAVE

Section 21.1. District of Columbia "Accrued Sick and Safe Leave Act of 2008"

District of Columbia "Accrued Sick and Safe Leave Act of 2008" is hereby incorporated into this Agreement by reference.

Section 21.2. Accrual

Employees shall accrue up to 64 hours of Paid Sick Leave per full government contract year, at the rate of one hour for every 30 hours worked.

Section 21.3. Notice of Call-off

(a) Employees that cannot report to work due to illness, injury, or other covered occurrence shall notify the on-duty Shift Supervisor at least four hours prior to the beginning of their shift. Emergencies preventing this notification will be considered by Contract Manager, or his designated representative.

(b) 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 21.4. Carryover & Payout

Up to 64 hours of earned, unused, Sick Leave may be carried over into the next Government contract year. Employees shall be paid for any earned and unused sick leave in excess of 64 hours within 30 days following the end of the government contract year. At no time will an employee carry a balance of more than 128 hours. Unused Sick Leave shall be paid out at retirement, resignation, or any other voluntary termination of employment, but shall not be paid out upon termination for just cause.

Consistent with Article 22 of this Agreement, any payout of accrued and unused sick leave shall include the Health & Welfare Allowance.

Section 21.5. Miscellaneous

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

ARTICLE 22 - HEALTH & WELFARE and 401(k) SAVINGS PLAN

Section 22.1. Health & Welfare Allowance

The Employer will provide all employees with a Health & Welfare (“H&W”) allowance, per regular hour worked not to exceed 40 hours per week or 2080 hours per year. The following rates apply:

Current Rate	October 1, 2025	October 1, 2026	October 1, 2027
\$6.13	\$6.18	\$6.23	\$6.28

Employees are permitted to receive cash-in-lieu or participate in the Employers Benefit Program as outlined below. Should an employee choose to purchase benefits from the Employer’s Health & Welfare Benefit Program, and there are residual H&W monies leftover, such monies shall be contributed to the employee’s 401(k) Savings Plan.

Section 22.2. Health & Welfare Benefit Program (“HWBP”)

The HWBP shall comply with all applicable laws and will offer a variety of benefits as outlined below. Eligible employees should select benefits based on their individual and/or family needs. Participants may revise their selections only during the annual Open Enrollment period or if a qualifying life event occurs.

The HWBP currently offers the following benefits:

- (1) 401(k) Savings Plan with multiple investment options.
- (2) Voluntary and/or supplemental medical, dental and vision plans.
- (3) Life and Disability Insurance.

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

Section 22.3. Miscellaneous

An employee accepting cash-in-lieu will only be eligible to move into the HWBP plan during the annual open enrollment period, or as required by law. Employees choosing this option shall not be permitted to enroll in any of the Employer's offerings in the HWBP unless one of the aforementioned conditions are met.

Employees not taking the cash-in-lieu option 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 Employer's benefit offerings renew on an annual basis. The actual costs of employee elected coverage(s) may change from year to year. Any changes will be conveyed to employees during annual open enrollment period. 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. Employees shall be responsible for making premium payments in the event the amount of any earnings do not cover the amount(s) due to the Employer.

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.

Employees on an approved Leave of Absence shall be responsible for the continuation of premium payments during their absence, consistent with applicable law(s).

Section 22.4. 401(k) Savings Plan

Eligible employees shall be allowed to make contributions, with no Employer matching contribution, as permitted by applicable law(s) and the terms of the Plan.

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. All terms and conditions are outlined in the Plan document and are not subject to the Grievance or Arbitration provisions of this Agreement.

ARTICLE 23 - WAGES

Section 23.1. Straight-Time Wage Rate

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

Classification	Current Rate	October 1, 2025	October 1, 2026	October 1, 2027
Security Officer	\$36.41	\$38.89	\$40.44	\$42.06
Console Officer	\$36.88	\$39.39	\$40.96	\$42.60

Section 23.2. Paydays & Direct Deposit

Employees shall be paid pursuant to the Employer's regular pay period times. The current payday period of the Employer is bi-weekly, every other Friday. All employees shall be paid via Direct Deposit.

ARTICLE 24 - DRUG & ALCOHOL POLICY

The Employer's Drug and Alcohol Abuse policy is hereby incorporated by reference. Employer may, from time to time:

- (a) Randomly test any bargaining unit employee.
- (b) Test any bargaining unit employee based upon the client's or the Employer's reasonable suspicion.
- (c) Test any bargaining unit employee as allowed under any applicable federal, state, or local law for the use of illegal drugs (which includes marijuana).
- (d) Subject to applicable law, test an employee when they sustain any type of injury or are involved in any type of accident while the employee is on duty. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

The Employer shall make a good faith effort to conduct any testing during an employee's regularly scheduled shift. However, in the event this is not possible, employees shall be compensated at their regular rate of pay for time spent during testing. For a random drug test, the employee will be responsible for transportation to the testing facility. In the event of a "for cause, post-accident, or post-injury drug test" the Employer will provide transportation to the testing facility. A Shop Steward shall be allowed to be present for testing (to the extent the testing facility allows) and will

not be compensated by the Employer or relieved from duty. At no time will testing be delayed due to a lack of Shop Steward being present.

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

Any employee using prescription or over-the-counter medications that may affect or impair coordination, or judgment must notify their Supervisor of such use before the start of any shift. Failure to make this notification subjects the employee to immediate termination.

Any employee using any such medications or any other medication(s) that can inhibit the employee's ability to perform their duties shall provide the Employer a statement from the prescribing physician that the employee is fit to perform the duties, without restriction, while using medication. This statement shall be provided to the Contract Manager. The Employer reserves the right to verify the physician's statement with the employee's physician. Any employee who fails to provide such statement shall not be allowed to work on the contract and will be placed on administrative leave without pay. The employee shall be given two weeks to fulfill this requirement. If an employee fails to provide the appropriate statement, they shall be deemed to have voluntarily resigned. This provision shall not be enforceable if there are any protected leave circumstances present.

It is the intent of the parties to maintain a drug-free workplace.

ARTICLE 25 - MISCELLANEOUS

Section 25.1. Personnel Files

Upon reasonable notice to the Employer, an employee may review his or her own personnel files under the supervision of the Contract Manager, or his designee. A Union Steward may be present during the file review. Under no circumstances may an employee remove or alter the contents of their file. The employee, nor Union Steward, shall be compensated by the Employer for time spent reviewing personnel files.

An employee may receive a copy of a disciplinary document (i.e., MFR & DIR) upon written request to the Employer.

Section 25.2. Personal Data

Employees shall promptly notify their supervisor, in writing, on an Employer provided form, of any change of name, address, or phone number within 10 business days of such change. The Employer shall be entitled to rely upon the last known address in the Company's official record for any communications sent to an employee.

Section 25.3. Building Closure

The Employer shall pay for all hours and/or days that the building is closed by a Presidential Proclamation or the Office of Personnel Management (OPM) at the basic hourly rate only on the condition that the Employer receives payment from its Client for those wages.

Any hours paid under this provision shall not be considered as hours worked and will not count toward any computation of overtime.

Section 25.4. Temporary Additional Services ("TAS")

Due to the high priority of TAS work and the short lead-time the Client provides to the Employer in connection with TAS, the Employer may fill all TAS positions without posting if there is otherwise insufficient time between Client notification and implementation of TAS. Where practical, the Employer will seek volunteers to perform TAS. Once an employee is scheduled to perform TAS duties, he or she is obligated to perform those duties as scheduled. Failure to perform TAS duties as scheduled shall result in the imposition of disciplinary action. Employees who work TAS shall be entitled to full fringe benefits as defined by this Agreement.

From time to time, the Employer is asked to provide unarmed security escort services for other contractors outside the scope of its contract with the Client. As a general rule, in addition to their regularly scheduled hours, employees are afforded the opportunity to work these available hours. As such, employees who work these hours are expected to still report for their regularly scheduled shifts.

Section 25.5. Job Qualifications

The Employer shall be the sole judge of the qualifications of its employees. Seniority shall not be the only factor used to select a qualified candidate for a specific position.

Section 25.6. Reporting Adverse Action

Employees are required to report to the Contract Manager, or his designated representative, if they are arrested for any offense in violation of federal, state, or local law within 12 hours of their arrest. If an employee is unable to make such notification, the Employer shall have the exclusive authority

to determine if the reason(s) are sufficient. Failure to report any arrest or citation as noted above will result in the immediate termination of employment.

Section 25.7. Restroom Breaks

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

Section 25.8. Travel Expenses

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

Section 25.9. Telephones

Employees shall not use Government or Employer telephones for personal or unauthorized purposes. If a call is received by the Employer and reported as an emergency involving grandparents, immediate family members, and/or childcare, the affected employee will be notified immediately, and arrangements will be made for the employee to return the call as quickly as possible.

ARTICLE 26 - SEPARABILITY

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

ARTICLE 27 - COMPLETE 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 the understanding and agreements arrived at by the Employer and the Union after the exercise of that right and opportunity are set forth in this Agreement.

Although neither the Employer nor the Union is obligated to bargain collectively with respect to any subject or matter not specifically referenced in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, the parties, upon mutual agreement, may agree

to negotiate changes to this Agreement. Any such changes, whether by addition, waiver, deletion, amendment, or modification, must be in writing and executed by both the Employer and the Union.

ARTICLE 28 – UNION SECURITY & MEMBERSHIP

Section 28.1. Dues Requirement and Dues Check-off

All 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 28.2. 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 28.3. Effective Date of Check-off

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

Section 28.4. 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, no later than the 15th 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 28.5. 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 28.6. 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 29 - DURATION OF AGREEMENT

This Agreement shall become effective January 13, 2025 and shall continue in full force and effect through January 12, 2028 and shall renew itself each successive year thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least 60 days but not more than 90 days prior to the termination date of the contract.

///Signature Page Follows///

SIGNATURE PAGE

IN WITNESS THEREOF, the Employer and Union have caused this Agreement to be signed on the 13th day of January 2025 by their duly authorized representatives.

FOR THE EMPLOYER:

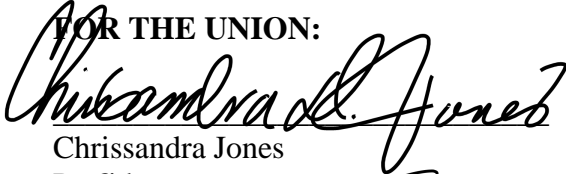


Michael W. Goodwin
Director, Labor Relations

January 13, 2025

Date

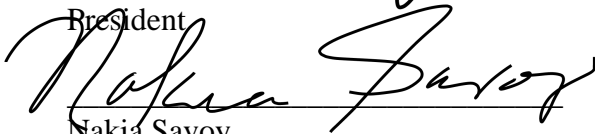
FOR THE UNION:



Chrissandra Jones
President

1/13/2025

Date



Nakia Savoy
Treasurer

1/13/2025

Date