

# COLLECTIVE BARGAINING AGREEMENT

Between

KR CONTRACTING & MTAC SERVICES  
&  
PROTECTIVE SERVICE OFFICERS UNITED



(PSOs United)

LOCATED AT

USCIS CAMP SPRINGS, MARYLAND SITES

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made and entered as of the, by and between Universal Protection Service, LLC. KR Contracting & MTAC Services hereinafter referred to as the “Employer” or “Company”, and the Protective Service Officers United (“PSOs United”), hereinafter referred to as the "Union."

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

## **ARTICLE 1 - RECOGNITION**

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

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

All full-time and regular part-time security officers employed by the Employer at the United States Citizenship and Immigration Services currently located at 5900 Auth Place Camp Springs, 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 - Employee Defined**

The term “employee” when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1.1, above. The term “full-time employee” shall refer to employees who are regularly scheduled to work at least thirty-two (32) hours per week.

### **Section 1.3 - Bargaining Unit Work**

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

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the work force is vested in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the work amount and location at its

facility, to determine the type of services performed, to establish reasonable quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with established operating procedures, to formulate and enforce appropriate Employer rules and regulations, now in effect, or hereinafter enacted, if not covered by the provision of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline for cause, or relieve employees from duty because of lack of work, client or Government request, for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, to work which would otherwise be performed by the employees subject to this Agreement at the convince of the Government. The abovementioned rights to reserve to management are not intended to deny or limit the Employer to other managerial rights which are not covered by this Agreement, and which were previously exercised.

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

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

All security employees subject to this Agreement shall within thirty (30) days from their effective hire date become members or agency fee payers, as a condition of continued employment. Employees meet this requirement within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). Upon notice from the Union to the Employer, the Employer shall give employees who fail to pay such dues or agency fees thirty (30) days' notice of termination of employment. If termination occurs as a result of dues/fees delinquency the Union hereby agrees to indemnify and hold harmless the Employer against any and all liability, claims, suits, costs and legal fees caused by, or arising out of, the union security provisions of this Agreement, unless negligence of the delinquency occurred as a result of the Employer.

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

### **Section 3.2 – Revocation of Dues Check-off**

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

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

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

### **Section 3.4 - Payroll Deduction of Dues**

When a Check-Off Authorization Card is received by the Employer on or before any given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the Union, via check, payment of all dues, agency fees, and/or late fees due, not later than the 15<sup>th</sup> day of the month following the month in which such dues and/or agency fees are collected. The Company remittances of Union membership dues and/or agency fees to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.

### **Section 3.5 - Revocation upon Separation**

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

### **Section 3.6 - Final Paycheck**

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

## **ARTICLE 4 - SENIORITY**

### **Section 4.1 - Seniority Defined**

Seniority shall be the length of continuous service from the employee's last date of hire as an employee in the bargaining unit (for the Employer or for a predecessor federal contractor). Seniority for purposes of scheduling hours of work shall be the employee's date of hire on the United States Citizenship and Immigration Services, Camp 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 ninety (90) calendar days on site. Upon successful completion of probation, the employee's start date will be their seniority date.

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

#### Section 4.3 - Seniority Lists

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

#### Section 4.4 - Termination of Seniority

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

The employee quits or retires.

The employee is discharged under the terms of this Agreement, with just cause.

the employee fails, within five (5) working days after receipt of the employee's notice of recall, to report to work as required by the notice, without reasonable justification; A settlement with an employee has been made for total disability or for any other reason, if the settlement waives further employment rights with the Employer;

The employee is laid off for a continuous period of one (1) year; and

The employee is absent from work for three (3) consecutive workdays without calling the Employer and providing a reason for the absence.

#### Section 4.5 - Transfers to/from management

A unit member who has accepted a position in supervision or management will have his/her seniority date suspended from the date the unit member accepted the position. Should the unit member change or have changed their status in supervision or management and revert to a unit member, his/her seniority shall remain unchanged and unaffected if he returns to the unit within one (1) year from taking the non-unit position.

## ARTICLE 5 - TRANSFERS, LAY-OFF, & RECALL

### Section 5.1 - Order of Lay-off

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

When full-time positions are being reduced:

Probationary full-time employees shall be laid off first.

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

When part-time positions are being reduced:

Probationary part-time employees shall be laid-off first;

Should it be necessary to further reduce the 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 Lay-off

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

### Section 5.4 - Transfer in Lieu of Lay-off

Should a unit employee be transferred to another position covered by this Agreement in lieu of lay-off by reason of a reduction in work force, 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 because of being displaced in accordance with this article will be recalled working in the reverse order in which they were laid-off or transferred.

## **ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE**

### **Section 1- Definition**

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the employee and immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of similar problems.

### **Section 2- Procedure**

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

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

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

Any grievance by the Employer shall first be submitted to the Union's designated representative(s) for resolution and if a satisfactory settlement is not affected, or if no response is rendered by the Union within (10) business days after submittal of the grievance to the Union, the grievance shall be deemed denied and the Employer will have the right to move it to the next Step. Grievances involving the termination of employment shall proceed directly to Step 3.

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

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

### **Section 3- Extensions**

Any grievance not processed in accordance with any of the time limit and /or step of the grievance procedure prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. For the

purpose of this Article, "business days" shall be defined as Monday through Friday, excluding holidays observed pursuant to this Agreement.

## **ARTICLE 7 – DISCIPLINE**

### **Section 7.1 - Just Cause**

Any employee shall not be disciplined or discharged except for just cause. The Employer shall provide the employee with discipline or discharge the employee within 7 business days after management becomes aware of or reasonably should have been aware of the incident on which the proposed discipline or discharge is based. The Employer shall have an additional 10 business days to notify the employee of any discipline to be imposed unless circumstances outside the control of the Employer are present and the Company notifies the employee of its need for further time to investigate. The Employer shall attempt to conduct a confidential investigation of the circumstances of the event(s) giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward if so, requested by the employee. An employee discharged for just cause shall be entitled to receive any earned but unused leave. All discipline shall be void if the Company exceeds 7 business days with prior knowledge of an incident without acting within the specified timeframe.

### **Section 7.2- Procedure**

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

The disciplinary procedure, applicable to offenses which do not constitute gross misconduct, will move along progressive discipline track described below. Any offense that is more than twelve (12) months old shall not be considered in the progressive disciplinary procedure.

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

### **Section 7.3- Denial of Access**

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

### **Section 7.4 - Union Representation during Discipline**

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

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

### **Section 7.5 - Disciplinary History**

Using a rolling period, all violations are considered active for a twelve (12) month period from date of infraction. An incident can no longer be used as a basis for additional discipline after the twelve (12) month period has expired.

## **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 seven (7) business days. The

Employer will fill the position by a bidding system based on the seniority, as defined in this agreement, of the applicant for the position. Once the vacant position is filled and a second vacancy is created, the same procedure will be followed until all of the open positions and vacancies are filled. The position should be awarded within ten (10) business days after the closing of the open position. If nobody bids on a vacancy within the required period, the Company has the right to assign an employee to the 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 thirty (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 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 employees as possible. Supervisors shall post the schedule two weeks in advance.

Workdays begin at 00:01 and 24:00. The workweek is from Saturday 00:01 to Friday 24:00. "Hours worked" includes hours on post, training, non-worked holidays, vacation used, and sick leave used.

## Section 9.2 - Overtime

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

## Section 9.3 - Holdover

The employer will give the holdover employee at least four (4) hours' notice or as soon as the Company becomes aware of the need, so the employee can make proper arrangements.

The employee is required to remain on post until properly relieved when the replacement Officer comes on duty.

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

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

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

#### **Section 9.5 - Guard mount**

Officers shall receive fifteen (15) minutes of guard mount pay for reporting to work fifteen (15) minutes before their shift begins to receive equipment and for travel time to their assigned post and fifteen (15) minutes of gear down pay will also be received for returning equipment and travel time from their assigned posts. You must be on post at your scheduled time, fifteen minutes prior to and after your schedule, to be paid.

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

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

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



### **Section 9.7 - Payroll Discrepancies**

Upon discovery of a pay discrepancy, an employee shall notify the company by visiting [lisa.aus.com](http://lisa.aus.com) to request payroll corrections. The Company will rectify and pay all pay discrepancies within two (2) pay periods.

In the event of an overpayment situation, the Company 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>Classification</b>	<b>Current</b>	<b>Oct 1, 2023</b>	<b>Oct 1, 2024</b>	<b>Oct 1, 2025</b>
Armed Security Officer	\$27.78	\$29.72	\$31.06	\$32.46

Increases shall occur on the first pay period following the effective dates noted above. Employees will be made whole back to the actual effective date of any increases.

## **ARTICLE 11 - HOLIDAYS & BUILDING CLOSURES**

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

The Employer shall recognize the following holidays:

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

Any other holidays authorized by Congress, or the President of the United States shall not be subject to this Article unless the government pays the company for the said holiday.

### **Section 11.2 Holiday Allowance**

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

An employee who is required to work on a holiday is paid the Holiday Day allowance in addition to his or her regular wage.

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

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

### Section 11.3 - Building Closures

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

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

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

## ARTICLE 12 - VACATIONS

### Section 12.1 - Vacation Accrual Rates

Employees shall be entitled to annual vacation pay. Vacation pay shall accrue on a weekly basis based on the number of continuous years of service at the site for the Employer and its predecessor contractors. Vacation pay shall be made at the employee's based hourly wage rate at the time the vacation payment is made. (If an employee is moved to the site by the Employer, the Employer will have the discretion to allow the employee to keep his/her vacation accrual rate based on years of service with the Employer.) The accrual schedule will be as follows:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of ten (10) years of service	160 hours
Upon completion of fifteen (15) years of service	200 hours

### Section 12.2 - Vacation Scheduling

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

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

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

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

### **Section 12.3 – Vacation Cash-out**

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

### **Section 12.4 - Effect of Leave of Absence**

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

**Section 12.5** The number of hours in the employee's vacation bank will be shown on paystubs and/or in the Company's e-hub system.

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

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

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

Month	Current	October 1, 2023	October 1, 2024	October 1, 2025
Rate	\$4.27	\$4.98	\$4.98	\$4.98

\*The parties agree to open negotiations for H&W contribution in the out year at least 60 days in advance of the Company's option year with the Government. If and when the Health Care and Education Reconciliation Act of 2010 is necessitated, the parties shall reopen negotiations with respect only to this Article within thirty (30) days' notice.

## **ARTICLE 14 – RETIREMENT/PENSON**

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

## **ARTICLE 15 - UNIFORM EXCHANGE/UNIFORM ALLOWANCE**

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

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

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

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

### **Section 15.2 - Maintenance**

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

### **Section 15.3 - Alterations**

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

#### **Section 15.4 - Termination of Employment**

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

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

**Section 16.1.** Full-time employees shall be credited with seven (7) days (56 hours) of sick leave as of October 1, to be used over the next year. Part-time employees shall accrue five (5) days (40 hours) of sick leave, at an accrual rate based on the number of hours worked by the part-time employee. Any employee (full-time or part-time) hired after October 1 of any contract year shall begin accruing sick leave on their first day of employment with the Company, at an accrual rate based on the number of hours worked.

**Section 16.2.** At the end of each contract year (i.e., on September 30 of each year or by the end of the following month), employees shall be cashed out for any accrued but unused sick leave. To transition to this Agreement, employees will be paid by the end of October 2023 for all unused Sick Leave.

**Section 16.3.** Employees will be allowed to use Sick Leave for the circumstances set forth in Section 3-1305(A) of the MHWFA.

**Section 16.4.** Employees will be allowed to use Sick Leave in two (2) hour increments.

**Section 16.5.** The Employer will indicate each employee's Sick Leave balance in every pay stub or will provide access to an online system (such as its "e-hub") through which the employee may ascertain his Sick Leave balance.

**Section 16.6.** If an employee uses sick leave for three (3) or more consecutive shifts, he may be required to provide verification that the leave was used appropriately pursuant to this Agreement.

**Section 16.7.** An employee prevented from reporting to work, by reason of sickness or personal injury shall promptly notify the Supervisory Manager of his/her inability to report to work, giving the reason for the absence and when the employee expects to return to work. Such notices shall be no less than (4) hours prior to the start of the employee's shift, but in an emergency, no later than during the first thirty (30) minutes of the shift, except when the employee is prevented from providing notice for reasons beyond the control of the employee (e.g., accident, hospital stay, injury). Failure to provide such notice shall be considered as a no report/unauthorized absence, and any time absent for that day shall not be paid as Sick Leave.

**Section 16.8.** Any terms that are defined in Section 13-301 of the MHWFA that are also used in this Article will be given the definition set forth in Section 13-301 of the MHWFA.

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

### **Section 17.1 - Limitation**

Personal leave of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority. The status of a personal leave of absence request shall be given to the requesting employee within 72 hours (about 3 days).

### **Section 17.2 - Union Leave**

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

**Section 17.3 – Family Medical Leave Act (FMLA) Leave**

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

**Section 17.4 - Military Leave**

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

**Section 17.5 - Procedure**

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 (7) 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; and
- b. The written request for a leave of absence shall be submitted to the Site Supervisor 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.

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

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

## **ARTICLE 18 - BEREAVEMENT LEAVE & JURY DUTY**

### **Section 18.1 - Bereavement Leave**

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

### **Section 18.2 - Jury Duty**

Non-probationary, full-time Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury within 48 hours after notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the number of hours normally worked on the day(s) covered under this

Section, less all amounts received by the employee from any court or government agency to serve on a jury.

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

## **ARTICLE 19 - TRAINING**

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

### **Section 19.1 – General**

#### **a) Firearms qualifications:**

- 1) The Company shall afford employees the opportunity to qualify (2 relays on the same day) prior to his/her certified expiration date. If the employee fails the first qualification, the employee will be removed from the schedule and have thirty (30) days from the failure date to re-qualify.
- 2) After the first failure, the employees shall be allowed to schedule themselves for a remedial weapons training course with the Company at no cost. Employees who have failed to qualify/requalify and are required to retest and/or repeat a training course, the Company shall not be required to pay Employees for such testing and/or training. After completing the remedial training course, the employees shall schedule themselves for a second qualifying attempt.
- 3) If an employee is unable to successfully complete the second qualification, the Company agrees to allow the employee a third (3<sup>rd</sup>) attempt to qualify. For employees who have failed to qualify/requalify and are required to make a 3<sup>rd</sup> attempt, the Company shall not be required to pay Employees for such testing and/or training. The employee will be responsible for all expenses “remedial and qualification” for the third attempt not to exceed \$225.
- 4) Such employee who did not qualify on the first attempt shall be immediately reinstated back to their original position after re-qualifying during their period of suspension an employee removed from the schedule pursuant to this Section shall not accrue seniority or fringe benefits during his or her period of layoff.
- 5) If the employee does not successfully qualify within the thirty (30) daytime frame after the first failure, it will be deemed a voluntary separation unless there are emergency circumstances, which the Company deems beyond the employee’s

- control. The employee may be requested to provide proper documentation to support the circumstances.
- b) Other government required certifications: If an employee does not appear for or obtain his or her government-required certifications prior to the time by which such certifications must be obtained, the employee shall be removed from the schedule in the same manner as for failure to qualify on firearms.
  - c) Government required physicals: If the employee does not satisfactorily pass his or her government required physical within the required period of time, the employee shall be removed from the schedule until he/she passes the required physical.
  - d) The Employer agrees to pay for any required medical examinations of all employees and time spent covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer.
  - e) The Employer agrees to pay for all training and certifications as set forth in the government solicitation at the current collective bargaining agreement prevailing wage rate of pay and fringe benefits.

### **Section 19.2 – Payment**

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

## **ARTICLE 20 - STRIKES AND LOCKOUTS**

### **Section 20.1 – No Strike**

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

### **Section 20.2 - Violation of No-Strike Provision**

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

### **Section 20.3 - No Lockout**

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

## **ARTICLE 21 - GOVERNMENT SUPREMACY**

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

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

## **ARTICLE 22 - BREAKS**

### **Section 22.1**

Breaks and meal periods will be allotted as follows:

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

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

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

### **Section 22.2 - Breakroom**

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

### **Section 22.3 - Restroom Breaks**

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

### **Section 23.1 - Non-Discrimination**

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

### **Section 23.2 - Medical Examinations**

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

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

### **Section 23.3 - Travel Expenses**

The Employer shall reimburse employees for all travel expenses granted the employee has received approval from the Company prior to incurring the expense. The Company will pay a minimum of four (4) hours' pay for an employee's time spent on qualifications or training that are outside of the employee's work hours. The four (4) hours minimum is

intended to cover any required commuting time to the training or qualification assignment as well as time spent at the applicable site. If the employee is required to be at the site for longer than four (4) hours, the employee will be paid his regular wage for all such documented time.

#### **Section 23.4 - Telephones**

Employees shall not use any electronic devices for personal or unauthorized purposes while on post. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the command center for employees will normally be taken. If a call appears to be an emergency, the employee will be notified immediately.

#### **Section 23.5 - Bulletin Board**

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

#### **Section 23.6 - Contact Information**

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

#### **Section 23.7 - Invalidation of a Provision**

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

### **ARTICLE 24 - SUCCESSORS**

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

## **ARTICLE 25 - ENTIRE AGREEMENT**

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

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

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

## **ARTICLE 26 - EFFECTIVE DATES**

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

## **ARTICLE 27 —DURATION OF AGREEMENT**

Except as otherwise provided in this Article, this Agreement shall be in full force and effect on October 1, 2023, and shall remain in effect until (and including) September 30, 2026.

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

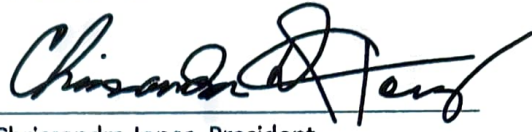
For the Employer:



Michael Ault, CEO MTAC

Dated: 3/12/2024

For the Union:



Chrissandra Jones, President



Bruce Kuhlman, CEO KR Contracting

Dated: 3/12/2024

Dated: 3/12/2024