

COLLECTIVE BARGAINING
AGREEMENT

Between



(First Coast Security)

&

PROTECTIVE SERVICE OFFICERS UNITED
(PSOs United)

LOCATED AT

At US Nuclear Regulatory Commission
Rockville, Maryland

Effective: April 1, 2023, through March 31, 2026

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PREAMBLE

THIS AGREEMENT is\ entered into this (new start date needed here) by and between First Coast Security and TRUST, hereinafter collectively referred to as the “Employer”, and Protective Service Officers United, hereinafter referred to as the “Union”, and expires on March 31, 2026

Definitions

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

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

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

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

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

Client: Department of Homeland Security, Federal Protective Service.

Contract: Contract # 70FP218BEC000014 between the U.S. Department of Homeland Security (Federal Protective Service) and the Employer, for the provision of security services at US Nuclear Regulatory Commission Rockville, Maryland

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

Contracting Officer: Government official responsible for oversight of the contractual agreement between the employer and the United States Government.

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

Employee: A Protective Security Officer referenced throughout this Agreement.

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

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

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

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

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

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

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

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

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

Workday: Any day, Sunday through Saturday, including holidays, 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 Protective Service Officers United as the exclusive collective-bargaining representative for all full-time and part-time security officers employed by the Employer at the U.S. Nuclear Regulatory Commission located in Rockville, Maryland. Personnel excluded are all other clerical employees, confidential employees, lieutenants, captains, majors, professional employees, and supervisors as defined in the Act.

Section 1.2 - Bargaining Unit Work

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

Section 1.3 - Part-time Supervisors

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

Section 1.4 – Supervisory Status

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

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 - Retained Rights

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

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

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

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

Section 2.2 - Just Cause

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

ARTICLE 3 - UNION SECURITY & MEMBERSHIP**Section 3.1 - Dues Requirement and Dues Check-off**

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

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

Section 3.2 - Revocation of Dues Check-off

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

Section 3.3 - Effective Date of Check-off

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

Section 3.4 - Payroll Deduction of Dues

When a Check-Off Authorization Card is received by the Employer on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Employer will remit to the Union, via check, payment of all dues, agency fees, and/or late fees due, no later than the 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 3.5 - Revocation upon Separation

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

Section 3.6 - Final Paycheck

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

ARTICLE 4 - SENIORITY

Section 4.1 – Seniority Defined

Seniority under this Agreement shall be the date and starting time the employee works his first shift at the NRC site. Seniority of employees who start work on the same date and shift shall be determined by the lowest of the last four digits of their social security number (SSN). Seniority is defined as the length of continuous service with the Employer or prior contractor at the U.S. Nuclear Regulatory Commission's facilities in Rockville, Maryland.

Section 4.2 – Probationary Period

During the first ninety (90) days an employee shall be regarded as a probationary employee and shall have no seniority or seniority rights whatsoever and may be disciplined without recourse to the grievance procedure. At the end of the probationary period, the employee shall be entered on the seniority list in accordance section 4.2 below. The probationary period must be completed within one (1) calendar year from the date of hire.

Section 4.3 – Seniority List

The Employer and the Union agrees to prepare one (1) site seniority list covering employees covered by this Agreement quarterly. The site seniority list will be kept up to date quarterly by the Union. A copy of the site seniority list will be posted on the union board. In addition, the Employer shall maintain a company seniority list.

Section 4.5 - Termination of Seniority

Employees will lose their seniority, and employment will be terminated for any of the following:

- (a) Is laid off for more than twelve (12) months, or length of employment, whichever is less;
- (b) Is absent for on-the-job or off-the-job illness or injury for more than twelve (12) months;
- (c) Is discharged;
- (d) Is an unexcused "no call, no show" absence(s) for 3 consecutive work days, unless due to conditions beyond the control of the employee;
- (e) Overstays a leave of absence without just cause;
- (f) Gives a false reason for a leave of absence and/or engages in other employment during such leave;

- (g) Fails to meet qualification/requalification requirements in accordance with the Statement of Work and/or other Governmental Agencies regulations having jurisdiction;
- (h) Fails to obtain and/or maintain a security clearance or site access;
- (i) Fails to return from layoff upon recall as provided above;
- (j) Voluntarily resigns, or retires; and/or
- (k) Is removed from the contract by the Client; this is not arbitral. The Union shall receive a copy of the correspondence from the client as to the directive to remove, if approved by the Client. If the client does not direct the Employer in writing, the Employer will provide a copy in writing as to the reason for the removal.

ARTICLE 5 - TRANSFERS, LAYOFF, & RECALL

Section 5.1 - Order of Layoff

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

When full-time positions are being reduced:

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

When part-time positions are being reduced:

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

Section 5.2 - Reduction to Part-time

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 to make room for the Full-time employee who opts to take a part-time job in lieu of layoff..

Section 5.3 - Fringe Benefits during Layoff

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

Section 5.4 - Transfer in Lieu of Layoff

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

Section 5.5 - Order of Recall

Seniority of the employees shall govern layoff and recalls. Laid off employees shall have call back rights for a period of twelve (12) months or length of employment, which ever is less, and shall retain their accumulated seniority as of the date of layoff. In case of reemployment, employees who have been laid off shall be notified, at their last known address, in order of Employer seniority to report to work. The notice will be by certified mail return receipt. In the event a former employee so notified fails to report for work as scheduled within five (5) days after receipt of such notice, his seniority shall be terminated; however, if the employee is prevented from reporting because of sickness or emergency involving the employee or immediate family or other legitimate reason and notifies the Employer within five (5) days of receipt, his recall status will remain unchanged until such time as the sickness or emergency has been resolved, up to the one-year limitation specified above. It will be the responsibility of the laid-off employee to keep the Employer notified of any change of address.

In the event an employee is recalled, it is understood that all qualifications, certifications, and other requirements to return to work must be current. The Employer shall provide the training and resources to make the employee's qualifications, certifications, and other requirements are current.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 - Timeliness

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

- a. The failure of an employee or the Union to file a grievance or to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance and the grievance shall be returned to the Union without comment or action and shall be considered null and void.
- b. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievance or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 6.2 - Procedure

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

Step One

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

Step Two

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

grievance. The Corporate Director or his/her designee shall give a written decision to the aggrieved employee and to the Union within 10 business days after receipt of the Step Two grievance.

Step Three

If the grievance is not resolved at Step Two, the Union may, within seven business days, refer the grievance to the Employer's Director of Labor Relations (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) who will meet with the grievant and a Union representative and the aggrieved employee's supervisor to discuss the grievance. The Employer's Director of Labor Relations (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) shall give a written decision to the to the Union after the meeting and within 15 business days after receipt of Step Three the grievance.

Section 6.3 - Appeal to Arbitration

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

Section 6.4 - Arbitrator Selection & Hearing Timeline

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

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

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

Section 6.5 - Arbitration Expenses

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

Section 6.6 - Arbitrator Authority

The Arbitrator shall have jurisdiction and authority to only apply and interpret the provisions of this Agreement. It is understood and agreed to by the Union and the Employer that the Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator is permitted to weigh evidence to determine if the action taken is supported by just cause pursuant to this CBA. The arbitrators shall not substitute their own judgment in making a decision, which would be contrary to this CBA.

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

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

Section 6.7 - Suspension and Termination Grievances

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

Section 6.8 - Class Action Grievances

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

Section 6.9 - Information Exchange

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

Section 6.10 - Steward Pay

Union representatives shall be relieved of their posts to attend the meetings described in Section 6.3. They shall be paid for time spent meeting with management, when those meetings take place during the steward's work hours.

ARTICLE 7- DISCIPLINE**Section 7.1 - Discipline in General**

No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the Contract by the government, the employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government, or the employee no longer satisfies the government qualifications for his or her position, the employer will notify the Union in writing of such circumstance and provide supporting documentation in the Employer's possession, if any, and the employee may be terminated pursuant to the procedures under this Agreement and the employee/Union does not waive any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, upon request of the Union, a copy of any written supporting documentation from the Government shall be provided to the Union, if available to the Employer and approved for release by the Government. The Employer will make reasonable efforts to secure the Government's approval. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Employer within 15 days of the dismissal (in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in Article 6 of this Agreement).

The initial Incident Report shall be provided to the employee within six days of when management became aware or should reasonably become aware of the event-giving rise to the Incident Report.

The time limits specified may be extended by written agreement between the Union and the Employer.

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

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

Section 7.2 - Serious Misconduct

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

Section 7.3 - Non-Disciplinary Discharge

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

- a. The employee fails to satisfy the training requirements and/or medical standard requirements of the Employer or the Government to continue work under this contract as a security guard; or
- b. The employee's credentials or qualifications to work under the Government contract are revoked, suspended, or terminated by the Government or its representative, or the Government requires the removal of the employee under the contract or the Government determines it is not in the best interest of the employee to continue working on the worksite.

Section 7.4 - Union Representation during Discipline

Any meeting between the Employer and an employee that the employee reasonably believes may result in a disciplinary action or other termination being given to the employee, may be administered in the presence of a Union representative, or authorized steward, if so, requested by the employee. The parties agree that any Union representative or authorized steward on the work site premises at that time can be summoned. If no Union representative or authorized steward 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 management 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 Employer 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 – Access To Facility

Duly authorized representatives of the Union shall have access at any facility covered by this Agreement to ascertain whether the Agreement is being properly observed, provided that no interview shall be held during rush hours or unreasonably interrupt the duties of any employee. It is mutually understood that access to the facility is governed by NRC rules and these rules must be followed. A representative of the Union shall contact the Project Manager and inform him of the circumstance(s) of the visit. The Employer and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.

Section 7.6 - Disciplinary History

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

Section 7.7- Serving Suspension

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

ARTICLE 8 – POST COVERAGE & JOB OPPORTUNITIES**Section 8.1 - Filling Vacancies**

A permanent position is defined, for the purposes of this Section, as a position on a specific shift with set days and hours of work. The parties understand that the Employer may rotate employees among posts on a specific shift. As permanent positions open, the Employer has two (2) business days to post the position for bid. The Employer shall notify the Employees via email, a posting on the union board and the office notice board. Employees shall have seven (7) business days within which to bid on the open permanent position. Once the bidding period has closed, the Employer shall, within 24 hours, award the position to the most senior employee submitting a bid. In the event the senior employee declines the awarded position, the next senior person submitting a bid will be awarded the position. This process will continue until the open position has been awarded. The Employee awarded to the post has fourteen (14) business days to be qualified by Employer (excluding clearances).

An open permanent position, which has been posted for bid, and no bids have been received at the closing of the bidding period, may be assigned to the most junior qualified employee.

Employees awarded a new position must work on that schedule for no less than six (6) months before bidding on a new position.

Section 8.2 – Site Bid

A Site Bid is defined, for the purposes of this Section, as a reallocation of all post on site to take place once per year. The Employer has thirty (30) business days to notify employees of upcoming site bid. The Employer shall notify the Employees via email, a posting on the union board and the office notice board. The notification shall include site seniority list, bid instructions, and bid schedule. Except for clearance disqualification, an employee can bid on any post and has fourteen (14) business days to be qualified by employer for the bid post. The new site schedule can be implemented no sooner than two (2) weeks after the site bid is complete.

During the bidding process, the Employer shall provide all remaining posts available for bid, after each bid. An employee has hour (1) to bid after the initial contact. If an employee does not bid within the hour, the process will continue with the next senior employee. An employee who fails to bid shall automatically be placed at the bottom of the seniority list of the bidding process.

Section 8.3 – Temporary Assigned Service

All Temporary Assigned Services (TAS) must be posted, and the Employer is not bound by seniority for TAS requirements. Only bargaining unit employees are eligible to work the TAS.

Section 8.4 - Part-time Limitation

For the purposes of this Agreement, it is understood between the parties that part-time employees shall have no permanently assigned shifts. However, part-time employees shall be offered available hours first.

ARTICLE 9 - HOURS OF WORK & OVERTIME

Section 9.1 - Schedule in General

For payroll purposes, the normal workweek shall commence at 0001 on Monday and end 168 hours thereafter. The standard workweek consists of forty (40) hours, but not be less than thirty-two (32) hours and shall be based on Post requirements as specified by the client. Officers working 12-hour schedules will not be held over to cover open posts.

The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week.

Section 9.1(a)

Part time employees shall receive the shift schedule (2) two weeks in advance in order to volunteer for open posts ahead of full time employees. The employer shall establish clear guidelines regarding required part time hours for part time employees. A database of part time employees' available days shall be created to ensure orderly and efficient operations. If a part time employee notifies the shift supervisor of their availability on a day outside of their database availability, the part time employee will be credited for their availability to work that pay period. The employer shall provide at least (3) three written evaluations for part time employees who are not meeting the guidelines and requirements. The part time employee shall be provided the opportunity to improve before receiving any type of discipline.

Section 9.2 – Overtime Rate

Overtime at the rate of time and one-half will be paid for all hours worked in excess of forty (40) in one workweek.

Section 9.3 – Overtime Authorization

No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Employer, except in cases of emergency where prior authority cannot be obtained.

Section 9.4 - Premium Payment

The payment of overtime or premium pay for any hour excludes that hour from consideration for overtime calculation or payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium is due under this Agreement, only the higher premium shall apply.

Section 9.5 - Holdover

In the event of a no-show or call-off, employees working less than 12-hours may be held over into the next shift until a replacement report for duty. The Employer shall seek out an on-duty part-time employee, who volunteers, to be held over. In the event a part-time employee is not on-duty, the Employer shall seek out a full-time employee to be held over. In the event a PSO is not able to be held over because they have reached the 12-hour work limitation, the Employer may hold a junior bargaining unit employee who has not reached the 12-hour limit.

Section 9.6 – Overtime Distribution

Extra work opportunities (beyond needs covered by regularly assigned schedules) shall be assigned and divided as equitably as possible by rotation. In so doing, the Employer has the right to first distribute the work as equitably as possible among those employees who can work the extra hours without incurring overtime rate of pay. The Employer shall ask part-time employees to volunteer first. If no part-time employees volunteer, the Employer shall then ask full-time employees to volunteer. If no full-time employee(s) volunteer, it is expressly understood that, the Employer has the right to mandate the overtime to be worked. Mandated overtime will be assigned by seniority and shall be divided as equitably as possible.

Section 9.7 - Minimum Notice

Employees are required to call the on-site Shift Supervisors, a minimum of four (4) hours prior to start of the scheduled shift, if they are unable to work their scheduled shift, unless prevented from doing so by a documented emergency.

Section 9.8- Call-in Pay

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof.

Section 9.9 - Building Closures

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may cause the client to close the posts where employees are assigned. In the event that a closing occurs, affected employees will be excused and paid for hours of regularly scheduled work, not inclusive of overtime or TAS, for a period not to exceed five (5) days' pay, per calendar year.

Section 9.10 – Pay Error

Payroll errors of one hundred dollars (\$100) or less shall be adjusted the following pay period. Payroll errors of more than one hundred dollars (\$100) which are the fault of the Employer shall be adjusted within forty-eight (48) business hours of being supplied with the supporting documentation.

ARTICLE 10 - WAGES

Section 10.1 – Base Rate

Employees shall receive the following hourly rates of pay on the dates indicated:

Current	Oct 1, 2023	Oct. 1, 2024	Oct. 1, 2025
\$35.10	\$37.56	\$39.44	TBD, via re-opener

Section 10.2 – Night Differential

Employees shall receive a shift differential of \$1.00 for all shifts that begin between 3pm – 11pm and \$1.20 for all shifts that begin between 11pm- 7am shift.

Section 10.3 – “Q” Pay

Employees possessing a “Q” level clearance and assigned to work a post requiring said clearance shall receive an additional \$0.80 per hour.

Section 10.4 – CAS Pay

Employees possessing a Central Alarm Station (CAS) Operator certification and assigned to work in the CAS shall receive an additional \$0.70 per hour.

Section 10.5 Shift Differential

Shift differential premium, or the additional rates of pay as specified in Sections 10.3 and 10.4 will not become a fixed part of an employees pay for benefit purposes, i.e., vacation, holiday pay, etc.

ARTICLE 11 - HOLIDAYS

Section 11.1 - Holidays Defined

Employees are entitled to the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Labor Day
Presidential Inauguration Day	Columbus Day
President's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Employee's Birthday

Section 11.2 Additional Observed

In addition, the following will be observed:

- (a) Death of a current or past President- Observance by Executive Order and after approval of the Contracting Officer; and/or
- (b) Any day the President gives the local federal government off with pay and after approval of the Contracting Officer.

Section 11.3 - Holiday Worked

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 (8) hours holiday allowance at their straight time rate.

Section 11.4 - Holiday Not Worked

Eligible employees who do not work on a holiday listed above will be paid eight (8) hours allowance at their straight time hourly rate, provided the employee has worked his last scheduled shift prior to the holiday, and his next scheduled shift after the holiday, unless the employee's absence is excused by his Supervisor.

Part-time employees shall receive a pro-rata holiday pay at their straight time hourly rate based upon the average number of hours worked over the eight weeks prior to holiday.

ARTICLE 12 - VACATIONS

Section 12.1 - Vacation Accrual Rates

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

Completed Years of Service		Not To Exceed
1		80 hours
5		120 hours
10		160 hours
15		180 hours
20		200 hours

Section 12.2 – Vacation Hours Usage

Employees are eligible to take vacation after their anniversary date of employment each year. Vacations must be taken in the twelve (12) month period following each anniversary date of employment and cannot be carried over from one anniversary year to another.

Section 12.3 – Vacation Payment

Pro-rata vacation shall not be paid. Any employee who has not earned vacation at the time-of termination shall not be entitled to any percentage or part thereof. However, an employee who has earned a full vacation and their employment is terminated prior to taking vacation shall be entitled to vacation pay, unless the employee has been discharged for cause involving monetary-or material loss by the Employer.

Section 12.4 – Holiday pay during vacation

If a holiday named in Article 11 here to falls during an employee's vacation period, such employee shall be entitled to receive the holiday allowance for such holiday (eight (8) hours at employee's straight time hourly rate) or another day off with pay (eight (8) hours at the employee's straight time hourly rate) scheduled by mutual agreement between the employee and the Supervisor.

Section 12.5 - Vacation Scheduling

An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least two weeks prior to the requested vacation time off, and no earlier than 90 days in increments of 4hrs . The Shift Supervisor (or other appropriate management 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 (7) calendar days of the employee's request, If there are any conflicts with vacation requests, they will be approved in the order received by the Employer (i.e., requests received first will be approved first, regardless of employee seniority or any other factor). If multiple vacation requests are received on the same day, seniority will be the tie breaker.

Section 12.6 – Vacation Pay and Time off

Employees entitled to vacation may receive pay in lieu of time off.

Section 12.7- Annual Cash-out

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

Section 12.8 - 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.

ARTICLE 13 - HEALTH AND WELFARE ALLOWANCE

Section 13.1 - H&W Allowance

The Employer agrees to make a health and welfare (“H&W”) benefit contribution as set forth below for each hour straight-time worked, up to 40 hours per workweek to a maximum of 2,080 hours per year. The Allowance will be contributed towards any health insurance plan selected by the employee and any remaining amount will be allocated to the employee’s 401k account.

How Paid	Current	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025
Cash	\$5.15	\$5.35	\$5.50	TBD, via re-opener
HWBP	\$0.00	\$0.00	\$0.00	\$0.00

Section 13.2 - Health & Welfare Benefit Program

All H&W amounts earned by these employees will be placed in an HWBP account under their name and shall be 100% vested in the employee. The Union agrees that the Employer may use all needed employee information available to the Employer in the normal course of business to set up these accounts.

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

The Employer will offer various benefits plans as outlined below which shall be selected by each individual participant as they see fit; all participants are encouraged to actively monitor and revise their benefit selections as they individually deem appropriate and will be afforded the opportunity to do so. The offerings shall contain, at a minimum a 401k Plan with multiple investment options, and additional following benefits with the following features, available for selection by all employees, which will be developed in consultation with the Union:

- (1) Voluntary and/or supplemental medical, dental and vision plans
- (2) Long-term and short-term disability available subject to participation
- (3) Health Reimbursement Account, if available
- (4) Parking and Commuter Reimbursement Account, if available
- (5) All benefit plans covered through the Plan will be administered through a Third-Party Administrator, which may be modified by the Employer.

The Employer will:

- (1) Ensure all employees are automatically eligible for enrollment in the medical insurance plan on the first of the month following 60 days from hire and in the 401k Plan within 30 days from date of hire, with the default being the 401k Plan.
- (2) Ensure all H&W earned by the employee is sent to the appropriate plan administrator within 14 days of the end of the pay period for which the money is earned.
- (3) Ensure each employee receives the information to facilitate the allocation of their funds as they choose once each year during annual open enrollment.
- (4) Have the final say in all benefits included in the plans, subject to requirements set forth above.

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

- (1) The Employer may use all needed employee information available to the Employer in the normal course of business to set up these accounts.
- (2) If an employee fails to make an election, the employee shall be deemed to have selected participation in the 401(k) Plan.

Section 13.3 - Miscellaneous

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

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

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

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

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

The Employer will contribute to the Employer's 401(k) Plan for all employees a contribution, for all compensable hours not to exceed forty (40) hours per week, or a maximum of 2080 hours per calendar year. All other terms and conditions are outlined in the Plan document and not subject to the provisions of Article 7 of this Agreement.

14.1 Hourly rates of contributions shall be as follows:

Current	Oct. 1, 2023	October 1, 2024	October 1, 2025
\$1.20	\$1.35	\$1.50	TBD via Re-opener

ARTICLE 15 - UNIFORMS

The Employer shall provide to employees all uniform and equipment as required by the Employer's contract with the Government, at no cost to the employee. The Employer also agrees to replace items that become unserviceable through wear and tear, at no cost to the employee. The Employer shall prescribe uniforms or equipment worn or used by the employees who are on-duty and no deviation from the Employer's requirements shall be practiced except with the consent of the Employer. Uniforms and equipment remain the property of the Employer and/or Client. Members shall clean and return all uniforms issued to them upon separation or instead pay eighty percent (80%) replacement cost for uniform items and pay one hundred percent (100%) of replacement cost of unreturned equipment.

ARTICLE 16 - SICK LEAVE & PERSONAL TIME OFF

Section 16.1 The Employer will provide sick leave as required by Executive Order 13706 and/or the Montgomery County Earned Sick & Safe Leave Law and any amendments thereto. The following provisions are intended to synthesize the applicable laws in a manner understandable to employees and management, but to the extent any of it does not meet the minimum standards of Executive Order 13706 and/or the Montgomery County Earned Sick & Safe Leave Law, those will supersede the terms of this Agreement and the parties will apply them accordingly.

Section 16.2 Sick & Safe Leave Accrual, Carry Over, and Cash out

Employees shall accrue eight (8) hours each month worked not to exceed ninety-six (96) hours per anniversary year of employment. The Employer will automatically front load the first 24 hours of sick leave to each employee's account effective April 1 of each year. In advance of April 1 of each year, each employee will be given an option to cash out unused sick leave. If the employee does not opt-in for such cash out, all sick leave hours will be carried over to the following year (beginning on April 1) except that any amount over 56 hours will be automatically cashed out.

Section 16.3 – Sick Pay

Sick hours shall be paid at the employee's straight time hourly pay rate not to exceed the regularly scheduled shift hours. All cash-out will be paid separate from hours worked. Sick hours paid will not be considered as hours worked for the purpose of computing overtime.

Section 16.4 – Sick Leave Accumulation

Unused sick pay will not be paid out upon termination of employment.

Section 16.5 – Sick Leave /Personal Leave in General

Sick Leave may be taken in increments of one (1) hour. An employee's request to use paid sick leave may be made orally or in writing and must be confirmed by a supervisor. A leave request must be made at least seven (7) calendar days in advance when the need for the leave is foreseeable or otherwise as soon as practicable.

Section 16.6 – Doctor's Note

An employee who is absent due to illness or injury for more than three (3) consecutive workdays may be required to provide to the Employer, a physician's statement supporting and certifying the employee's absence and ability to return to work on the day of returning to work.

Section 16.7 - FMLA

Where an employee takes leave pursuant to the Employer's Family and Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that policy.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 - Limitation

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

Section 17.2 - Union Leave

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

Section 17.3 - FMLA Leave

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

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

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

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

Section 17.4 - Military Leave

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

Section 17.5 - Procedure

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

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

Section 17.6 - Leave of Absence in General

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

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement;
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;
- (c) Such leaves shall be without payroll compensation unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employee; and
- (d) Leaves covered by the FMLA for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA.

ARTICLE 18 - BEREAVEMENT LEAVE & JURY DUTY

Section 18.1 - Bereavement Leave

Non-probationary, full-time employees shall be eligible for up to five days (5) 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, child, father-in-law, mother-in-law, siblings, step siblings, grandparent or grandchild. 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.

Appropriate documentation of the death, attendance at the funeral, memorial service, family grieving process, and family relationship may be required. Upon receipt of such documentation, the bereavement pay will be paid. Such documentation may include letters or death certificates from the funeral home, clergy, or community leaders. Leave for the death of a foster parent will be granted in the case of death in only one foster family.

For employees who have to travel to attend to bereavement of family members referenced above, the Employer will grant reasonable amounts of unpaid time off.

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

Section 18.2 - Jury Duty

Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury within 48-hours after notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section, less all amounts received by the employee from any court or government agency to serve on a jury. Hours paid under this Article shall not count as hours worked for the purposes of computing overtime.

ARTICLE 19 - TRAINING

Section 19.1- Payment

All time spent qualifying and training as required by the Employer and/or the contract with the Government will be on paid for time, with a minimum of four (4) hours pay for any day on which the employee is assigned to qualifying or training activities.

Section 19.2 – Weapon Training

The Employer will ensure current weapons qualifications are maintained in accordance with licensing/contract standards. The Employer shall afford employees the opportunity to have at least one (1) practice session prior to any formal requalification test. All qualification and requalification procedures shall be conducted in accordance with FPS standards. If an employee fails the initial re-qualification session, that employee shall undergo an eight (8) hour remedial training session within 30 days prior to a second re-qualification attempt. If the employee does not qualify during the second qualification session, the employee shall undergo a second eight (8) hour remedial training session prior to a third re-qualification attempt. The employee shall be compensated for all hours spent on the aforementioned activities. After completion of the second remedial training session, the employee will be afforded a third attempt to qualify. The employee will be given a 30-day potential letter of termination after 3rd qualification and have 30 additional days to qualify out of the employees' own pocket. If the employee isn't successful the employee is deemed separated from service. Any employee who fails to re-qualify in that time period shall be removed from the duty schedule. Time limits will be extended if the employee was unable to requalify in the time periods set forth above due to external factors beyond his control.

Section 19.3 - Standards

Consistent with Federal Protective Service (FPS) standards, the Employer retains the unilateral right to administer the standards for qualifying PSOs, as well as the method(s) of administering those standards; such standards and the method of administering such standards, equally applied within any single training group of employees, may not be the subject of a grievance under the Grievance/Arbitration provisions of this Agreement.

Section 19.4 – Physical Examination

The Employer shall schedule, in a timely manner, employees to obtain any Client required physical examination at no expense to the employee. In the event that the employee does not pass the required physical, he will have the option of taking a second physical examination with a physician of the employee's choosing, provided that FPS standards (provided by the Employer) are used. The results of the second examination will be final.

Section 19.6 – Permit Renewals

Prior to expiration, the Employer shall provide employees forms as are required by the state for the renewal of their Maryland State handgun permit. The Employer shall promptly submit the completed forms, photographs, and fingerprint specimens to the state.

Section 19.7 – Clearance

Officers are required to be qualified for and maintain a DOE “L” clearance, or the highest-level clearance which is required by their assigned post.

ARTICLE 20 - STRIKES AND LOCKOUTS**Section 20.1 - No Strike**

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

Section 20.2 - Violation of No-Strike Provision

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

Section 20.3 - No Lockout

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

ARTICLE 21 - GOVERNMENT/CLIENT SUPREMACY

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

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

ARTICLE 22 - BREAKS

Employees working an eight (8) hour shift will be provided one (1) fifteen-minute and one (1) forty-five-minute paid meal break. Employees working a 12-hour shift shall receive one (1) additional paid 15-minute break during the extended shift.

ARTICLE 23 - GENERAL PROVISIONS

Section 23.1 - Medical Examinations

The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. Physical/medical/psychological exams may be required per the Employer's contract with its Client. 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, up to four hours, spent undergoing the medical examination.

Section 23.2 - Time for Medical Examinations & Off-Site Trainings

The Employer agrees to pay employees four (4) hours at regular rate of pay for all Employer required medical examinations. The Employer agrees to pay ½ hour pay at regular rate for travel to and ½ hour pay at regular rate for travel from any Employer required off-site trainings or recertifications (except firearm qualification).

Section 23.3 - Bulletin Board

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

Section 23.4 - 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 April 1, 2023 and shall remain in full force and effect through March 3, 2026. Notwithstanding the foregoing, this Agreement shall not become effective unless it is ratified by the membership of the Union pursuant to the procedure set forth in its Constitution and Bylaws, and subsequently signed by the parties hereto.

SIGNATURE PAGE

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

FOR THE EMPLOYER:


Glenn Guest, Sr. VP, Human Resources

3/30/23
Date

Calvin Meade Director of Security

Date

FOR THE UNION:


Chrissandra Jones, President

March 30, 2023
Date


Rashunda Kelly, Treasurer

March 30, 2023
Date


Eric Bynes, COO Trust Consulting Services

2/3/2025
Date