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**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**C&D SECURITY MANAGEMENT, INC  
WHITE SANDS MISSILE RANGE, NEW MEXICO**

AND

**INTERNATIONAL GUARDS UNION OF AMERICA  
LOCAL #106**

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## PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between C&D Security Management, Inc. (hereinafter referred to as the Company) and the International Guards Union of America, Local 106 (hereinafter referred to as the Union). The purpose of this Agreement is to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and between the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

NOW, THEREFORE, the Parties agree as follows:

### **01.00.00 RECOGNITION**

- 01.1.0 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all Guards below the rank of Lieutenant employed on Contract DATM05-02-C-0557 and its successor contracts on the White Sands Missile Range, New Mexico. Excluded are all other C&D Security Management, Inc. employees at White Sands Missile Range, New Mexico: office, clerical, executive, professional and administrative employees and supervisors as defined in the National Labor Relations Act, as amended. The term "employee" or "employees" as used in this Agreement refers to persons covered in the Agreement regardless of sex. Employees covered in the Agreement are those in the collective bargaining unit as defined and certified by the National Labor Relations Board, Case No. 28-RC-4144, dated 1 October 1997.

## **02.00.0        SUCCESSORSHIP**

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, (defined hereafter as "Successor Company"), and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. In such an event, all employees at the time shall be rehired in accordance with provisions of the Department of Labor and the Service Contract Act rights and be the priority applicants for positions with any "Successor Company". It is the intent of this Article to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein---and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

## **03.00.00        MANAGEMENT RIGHTS**

- 03.1.0 Except as specifically limited by this Agreement, all management rights, powers, and authority possessed by the Company prior to the execution of this Agreement are retained by the Company, and remain exclusively and without limitation within the rights of the Company.
- 03.2.0 The Company shall have full and exclusive rights, subject to the terms of this Agreement, of managing the business, including, but not limited to the direction of the work force, the right to plan, direct and control all business operations, assignment of duties, and qualifications of employees to perform work, scheduling of all hours of work and other aspects of production and business methods and the determination of quality standards, right to hire, promote, demote, and transfer employees, to discipline, suspend, layoff or relieve employees from duties, change or eliminate existing jobs or create new jobs, establish rules of conduct, and to maintain efficiency of employees. Except that schedule changes affecting full-time personnel will not be made if the change creates a significant monetary loss (reduction of customary or normally scheduled hours) or creates noncustomary travel time by privately owned vehicle. Any of the rights, powers, functions or authority not specifically abridged by the Agreement are retained by the Company.

03.3.0 The foregoing enumeration of the Company's rights shall not be deemed to exclude other pre-existing rights which do not conflict with the provisions of this Agreement, and nothing in this Article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management.

03.4.0 In accordance with the term and provisions of this Agreement, it is understood that the Company has the right to discipline or discharge an employee for insubordination, being under the influence or in possession of alcoholic beverages, misconduct, theft or pilfering, fraud or dishonesty, absenteeism, tardiness, fighting, illegal use of drugs or addiction, illegal driving, safety violations, negligent destruction of property, failure to be granted a security clearance, violation of pertinent regulations imposed on the Company by the United States Government, or any just and sufficient cause.

The Company, whenever possible, in scheduling Union personnel will make every reasonable effort to avoid the scheduling of personnel that are related to supervisory personnel from working on the same shift together.

03.4.1 During the probationary period, defined by paragraph 10.1.0, an employee may be unilaterally transferred, laid off, or terminated at the Company's option. Each such employee shall have the right to union representation.

03.4.2 The Union will cooperate in assisting and maintaining the Company's rules and regulations concerning discipline.

03.4.3 During the probationary period, defined by paragraph 10.1.0, union dues will not be withheld or paid from an employee during the probationary period.

03.4.4 Whenever a supervisory employee places an unfavorable report in a guard's record, the guard will be given a copy of the report at the time of administration of such action so the guard may refer the matter to the Union for handling if the guard feels the unfavorable report is unfounded or not justified. An unfavorable report is defined as an official reprimand or more severe disciplinary action. An unfavorable report placed in an employee's record will be removed if no additional reports are given as a matter of record over a subsequent one-year period.

03.4.5 Personnel suspended from duties, as a result of disciplinary action, shall be suspended within ten (10) days of the infraction, or the matter shall be stricken from the employee's file.

**04.00.00 SUPERVISORS**

- 04.1.0 Supervisory employees shall not displace any employee covered by the Agreement. However, it is understood and agreed that the supervisory personnel may perform work of employees covered by the Agreement under the following conditions:
  - 04.1.1 For the purpose of instructing and training employees.
  - 04.1.2 Under emergency conditions.
  - 04.1.3 When an employee fails to report for work and other qualified employees are not available, Company will make every reasonable effort to locate and assign qualified bargaining unit employees to perform the work task.
  - 04.1.4 Whenever the number of simultaneous roadblocks required exceeds five (5), utilization of bargaining unit members as evacuation patrols will be avoided where, possible.
  - 04.1.5 In circumstances that are required to ensure the quality of performance and/or the satisfaction of the Company's obligation and responsibilities as a Contractor.

**05.00.00 SHOP STEWARD-VISITATION**

- 05.1.0 Upon execution of this Agreement, the Union shall promptly furnish the Company, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the Company, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment. It is expressly agreed that the Union will appoint and the Company will recognize an alternate for each Steward. The alternate will function with all rights and privileges in the absence of the Steward.
  - 05.1.1 The scope of the Steward's activities on Company time shall be limited to the following:
    - a. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance which the employee desires the Steward to present.
    - b. To investigate a complaint or grievance of record before presentation to the appropriate supervisor.

c. To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

d. To meet by appointment with an appropriate Supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement.

05.2.0 A Steward shall secure permission from the supervisor and be properly relieved before leaving their post, reporting back to the supervisor upon return to their post. Permission will be granted unless operational activities are affected.

05.3.0 Shop Stewards have no authority to take strike action or any other action interrupting the Company's business. The Company recognizes these limitations upon the authority of the Shop Steward and shall not hold the Union liable for any unauthorized acts, subject to the provision of the No Strike-No Lock-Out Article of this Agreement. The Company in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event a Shop Steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement.

05.4.0 It is agreed that the Company shall not be required to pay employees for any time that they are taken away from this work to serve on any Union committee, except as provided in the Agreement.

05.5.0 The accredited full-time representative of the Union shall have access to areas of the Company's facilities where employees in the bargaining unit are assigned, to the extent Government or customer regulations permit. Such visits shall be during normal duty hours to visit the Company's duly designated representative for the purpose of investigating grievances or other legitimate business concerning labor relations matters.

05.6.0 It is agreed that the Union will be permitted to post the following notices at all locations where employees report to work:

05.6.1 Notices of Union recreational affairs.

05.6.2 Notices of Union election and election results.

05.6.3 Notices of Union appointments.

05.6.4 Notices of union meetings.

05.6.5 Any other notice will be by written consent of the Guard Captain or an Officer of the Company.

**06.00.00 CHECKOFF**

06.1.0 Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay the initiation and/or reinstatement fees and dues payable by the employee to the Union during the period provided for in said authorization. The amount will be certified by the Union.

06.2.0 Deductions shall be made on account of Union dues from each paycheck of the employee. Such payroll deductions shall be made by the Company beginning with the payroll period commencing after receipt by the Company of the properly executed form. No deduction will be taken for those pay periods in which an employee does not receive a check. The Union will be responsible for collection of those dues.

06.3.0 Deductions provided in Paragraph 06.02.00 shall be remitted to the Financial Secretary of the Union no later than the 15th day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish the Financial Secretary of the Union, monthly, with a record of those from whom deductions have been made and the amounts of the deductions.

06.4.0 The Parties agree that check-off authorization shall be in the following form:

Name of Employee  
 Contract No. (Please Print)  
 Employee No.  
 Social Security No.  
 Date

I hereby authorize and direct C&D Security Management, Inc. to deduct from my pay beginning with the payroll period next commencing after receipt by the Company of this form, initiation or reinstatement fees and my regular monthly Union dues, as certified to the Company by the Financial Secretary of the Union, on Account of membership dues in the International Guards Union of America.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within five (5) calendar days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effected by written notice, sent by Registered Mail, Return Receipt Request, to the Employer and the Union within such five (5) day period.

Signature \_\_\_\_\_

06.5.0 If, due to illness or being on vacation, an employee's dues are not checked off, such deduction will be made no later than the 15th day of the month following their return to work.

06.6.0 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Company or by the Union for the information furnished to the Company by the Union for the purpose of complying with any of the provisions of this Article. (Check Offs only)

#### **07.00.00 UNION SECURITY**

07.1.0 It shall be a condition of continued employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, not later than the ninetieth (90th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of continued employment that all employees covered by this Agreement and hired on or after its effective date shall, not later than the ninetieth (90th) day following the beginning of such employment, become and remain members in good standing in the Union.

07.1.1 The Company will within five (5) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

**08.00.00 NON-DISCRIMINATION - EQUAL TREATMENT**

- 08.1.0 There shall be no discrimination, interference, restraint or coercion by either Party against any employee because of membership or nonmembership in the Union.
- 08.2.0 The Company shall not discriminate against any employee because of membership in the Union or for legitimate Union activity.
- 08.3.0 In accordance with applicable Federal Regulations, there shall be no discrimination against any employee or applicant for employment because of their race, creed, sex, age, national origin, handicap, or veteran status. Further, it is agreed that the provision of this Agreement will apply equally to all employees regardless of their race, creed, sex, age, national origin, handicap, or veteran status.

**09.00.00 OVERTIME**

- 09.1.0 No overtime shall be compensated for unless work is performed at the direction of an authorized supervisor. A supervisor, for purposes of authorizing overtime, is defined as a shift supervisor (LT), the training officer (L T) or the site manager (CAPT).
- 09.2.0 In addition to regular straight time pay, overtime pay shall be paid as follows:
- 09.2.1 At fifty percent (50%) of the employee's hourly rate for:
- a. All hours worked in excess of eight (8) on any regularly scheduled work day.
  - b. All hours worked consecutively in excess of eight (8) hours.
  - c. All hours worked in excess of forty (40) on any regularly scheduled work week.
  - d. All hours worked on an employee's 1st regularly scheduled day off, provided the employee works his/her regular scheduled hours in the preceding 5 days. If vacation, personnel , or sick leave is utilized during the preceding 5 days, the 1st scheduled day off will not be overtime worked.
- 09.2.2 Part-time employees who work six (6) consecutive days will be paid time and one half for all hours worked on the sixth day, provided they have worked a minimum of four (4) hours on each of the previous five (5) days.

- 09.3.0 It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. When necessary, such as due to refusals to overtime offers, the available junior guards or guard on duty will be required to work.
- 09.4.0 It is recognized by both Parties that the needs of the business may require overtime work and that jobs involved must be manned by qualified employees working on an overtime basis. It is further recognized that overtime scheduling errors may occur in the administration of the provisions of this section. However, if such errors occur the Guard(s) may discuss the matter with the Guard Captain to reduce the possibility of future incidents. If dissatisfied after this discussion they may file a written complaint with the President.
- 09.4.1 To the extent feasible, overtime will be distributed equally among those volunteer employees, provided the employee is qualified to perform the required work.
- 09.4.2 The opportunity to work overtime will be offered to the available Guard on the volunteer list who has the least number of overtime hours worked and/or charged. However, where it is more practical to do so, a guard from a preceding shift may be held over or a Guard on a subsequent shift may be called or scheduled out early.
- 09.4.3 In emergency situations, including the inability of a supervisor to contact off-duty Guards in sufficient time, the scheduling and assignments of overtime will be handled as required by the situation.

## **10.00.00 SENIORITY**

- 10.1.0 New employees and those rehired after a break in continuous service, regardless of classification, shall be considered on probation for a period of ninety (90) calendar days from the date of hire. Such employees shall be paid probationary wages defined by Section 28.1.2 of this Agreement.
- 10.2.0 For purpose of this Article, seniority is defined by the length of company service, which commences with the day on which it's employee begins to earn wages under the Agreement in any classification hereunder. When two or more employees commence accrual of seniority on the same date, the employee who has been working on the guard contract the longest prior to working for current contractor will have seniority. If two or more employees are hired on the same day, neither of which have prior experience on this contract, a lottery will be held to determine the most senior.

- 10.3.0 Seniority lists of the employees covered by this agreement giving name, the seniority date and job classification shall be maintained by the Company. Three (3) copies of the seniority lists shall be provided to the Chief Steward semi-annually.
- 10.4.0 Seniority shall be broken and employees shall have their names stricken from Seniority List under and of the following circumstances:
- 10.4.1 Discharge for just cause
- 10.4.2 Resignation
- 10.4.3 Failure to be recalled from layoff within twelve (12) months after such layoff.
- 10.4.4 Failure to report to work upon expiration of an approved leave of absence without prior notice to and an excuse acceptable to the Company.
- 10.4.5 Accepting employment without approval while on an approved leave of absence.
- 10.4.6 Unexcused absence from work for a period of three (3) consecutive work days.
- 10.4.7 Retirement of the employee in accordance with the Company's established retirement policy.
- 10.4.8 In recall, the Company shall mail a certified letter notice of recall to the appropriate employee. Recalled employees must respond within seventy-two (72) hours after receipt of notification and must report to work within ten (10) calendar days unless extended by the Company.
- 10.4.9 All notices required under the provisions of this article shall be sent to the employee at the last address filed by the employee with the Company. Each laid-off employee shall keep the Company informed in writing (certified mail) of their current address. Notice by the Company to the employee's mailing address so listed with the Company shall be considered as fulfilling the recall notice requirements.
- 10.4.0 When two or more employees commence accrual of seniority on the same date, the employee who has been working on the guard contract the longest prior to working for C & D Security Management, Inc. will have seniority. If two employees are hired on the same day, neither of which have prior experience on this contract work, a lottery will be held to determine the most senior.

**11.00.00 REDUCTION IN WORK FORCE AND RECALL**

- 11.1.0 Permanent reductions in force shall be effected in inverse order of seniority, provided the Company can fill all vacant positions with qualified employees from the remaining workforce. Employees moved to new jobs as a result of a permanent reduction in force will be given thirty (30) days to learn the duties of the new position.

**12.00.00 LEAVE OF ABSENCE**

- 12.1.0 Upon approval of the Company, a leave of absence without pay up to ninety (90) days may be granted an employee. During such leave, the employee will accrue seniority for the ninety (90) days of the leave of absence.
- 12.1.1 An employee accepting gainful employment while on leave of absence, except as specifically approved in writing by the Company, automatically terminates employment with the Company.
- 12.2.0 Employees, who by reason of bona fide illness or pregnancy, require time off will be granted appropriate leaves of absence. In maternity cases, the employee must submit, to the Supervisor, certification of the anticipated date of birth. Such leaves will be in accordance with the applicable State and Federal regulations. During such leaves, the employee will retain and continue to accrue seniority.
- 12.2.1 On the anniversary date of this contract, and yearly thereafter, each employee will be allocated annual sick leave, to be paid at their hourly straight time rate. Employees attaining full-time status prior to any contract anniversary date will be allotted a pro-rata number of hours. Each employee will be reimbursed at a straight time hourly rate for all unused sick leave hours on the anniversary date of this agreement. At the request of the employee a maximum of forty (40) hours of unused sick leave may be carried over to the following year.

The hours of sick leave will be accrued as follows:

3.0 hours every two (2) weeks, not to exceed seventy-eight (78) hours each year.

- 12.2.2 Part-time employees will receive prorated sick leave hours in proportion to the average number of hours worked over the six (6) months prior to the sick time claimed unless an employee has been working for less than six (6) months; in that case, the sick leave hours will be based on the total average number of hours worked for all weeks prior to the sick leave claimed.
- 12.3.0 Annual military leave will be granted to employees.
- 12.4.0 If an employee enters into any branch of the Armed Forces, they shall continue to accumulate seniority with the Company during their absence to the extent provided by the appropriate Federal statute as may be applicable to them, and shall be entitled to exercise such seniority rights upon release from service provided that they shall apply and qualify for re-employment by the Company in accordance with the terms of the applicable law.
- 12.5.0 Upon written request from the bargaining unit's Secretary/Treasurer, four Union officials shall be entitled to a leave of absence without pay to attend local seminars and the Regional Convention of the International Guards Union of America. Four (4) shall also be allowed to attend the International Convention of the Union. These Officers shall have available ninety (90) days for this purpose. Time off without pay as described in this paragraph is in addition to that which is provided in paragraph 12.1.0 above. Therefore, Union officials shall not be penalized seniority, holiday or vacation benefits for attending.
- 12.6.0 In the event of death in the employee's immediate family, each full-time employee shall be paid for a maximum of four (4) days absence during the employee's normal work week.

Part-time employees will be paid a minimum of two (2) days bereavement and up to four (4) days bereavement based on a pro-rated average number of hours worked over the previous three (3) months to the time claimed.

- 12.6.1 For the purpose of this Agreement, immediate family is defined as: parent, spouse, sibling, child, step-child, grandparent, grandchild, brother or sister-in-law, spouse's parents or grandparents, nieces and nephews, aunts and uncles.

12.6.2 An employee may request up to four additional days of funeral leave without pay, if the services fall within the geographical distances noted below, from the employee's residence:

400 - 799 miles, one extra day

800 - 1199 miles, two extra day

1200 - 1599 miles, three extra days

Over 1600 miles, four extra days

12.7.0 It is agreed and understood by the parties that any employee who is subpoenaed for Jury or Witness duty will be paid his or her regularly scheduled hours for the pay period by the Company. Upon receiving his or her check from the Court, a copy will be made and sent to the Company. The Company will then deduct the appropriate amount from the employee's paycheck in the following pay period. Excluded from deduction from employee's paycheck is money received from the Court while on his or her regularly scheduled days off and money received from the court for travel time. Excluded from the above are persons deemed as a Plaintiff or Defendant by the Court.

12.8.0 On the anniversary date of this contract and yearly thereafter, each employee will be allocated personal leave to be paid at their hourly straight time rate. Employees attaining full-time status prior to any contract anniversary date will be allotted a pro rated number of hours, not to exceed the yearly allocation noted below. Each employee will be reimbursed at a straight time hourly rate for all unused personal leave hours in the attainment of the following CBA anniversary date, or at the employee's option. At the employee's option he/she may choose to rollover up to forty (40) hours of sick leave and forty (40) hours of personal leave each year on the anniversary of the CBA. All hours over forty (40) will be paid at the straight time rate on the first pay period after the anniversary date.

Effective 10/01/07: will continue to accrue four (4) hours every two (2) weeks.

Employees desiring to utilize their personal leave must contact management twenty-four (24) hours prior to starting personal leave. The Company agrees to allow a maximum of two (2) personnel off per day under the provisions of this article if mission demands permit it. Personal leave will be allotted on a first come first serve basis.

**13.00.00 HEALTH AND SAFETY**

- 13.1.0 The Union will elect two representatives for voluntary participation in the joint Company/Union safety committee as outlined in the Corporate Safety and Accident Prevention Plan. All committee members will be expected to donate up to eight hours per month in the performance of their safety duties.
- 13.2.0 Employees shall be required to comply with all safety rules and regulations established by the Company and Government agencies, and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company. Use of seat belts is mandatory. Failure to use seat belts will result in disciplinary action leading up to discharge.
- 13.3.0 Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company property or employee property or materials. To that end, members of the Union will report to the Shop Steward or Union representatives any acts of sabotage or willful damage to property or materials, or any threat to sabotage or willfully damage such property. The Union will, upon receipt of such reports, take the matter up with the Company and use its best efforts in assisting the Company to prevent unsafe conditions.
- 13.4.0 Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of their job classification, such employee shall be required to take such medical examinations as may be directed by the Company. The Company shall pay for each such examination of that injury or illness. If the employee cannot meet the physical or mental requirements of C & D Security Management, Inc's, Government contract they shall be discharged.
- 13.5.0 Each employee must successfully complete an annual physical examination administered by a Company approved physician. Failure to pass this examination will result in dismissal. Each guard will be paid three (3) hours wages for all Company directed physical examinations. The Company will pay for the pre-employment physical examinations and annual physical examinations.

**14.00.00      ADJUSTMENT OF GRIEVANCES**

- 14.1.0 The Union may appoint working employees as Stewards. The Chief Steward and an alternate will be appointed in the Stallion Range Center area and a Shop Steward and an alternate will be appointed in the Mid-range. The duties of the Stewards will be to receive, but not to solicit grievances from employees. The Union recognizes and agrees that the Stewards shall carry out their duties with no interference with the orderly progress of Company work.
- 14.1.1 For the purpose of this Agreement, the term "solicit" means the Steward will receive grievances from employees and not petition for grievances; however, this does not limit the Steward of notifying an employee(s) that they have been grieved due to a breach or violation of the Agreement.
- 14.2.0 The Parties expressly declare that they have bargained between them on all phases of hours and working conditions and that the specific terms of this contract represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for grievance or bargaining, and during the life of this Agreement may not be raised for further bargaining or negotiations without the specific written consent of all Parties hereto.
- 14.3.0 Any employee feeling they have been aggrieved by a violation of any of the specific, but not implied, terms of this agreement, should make every effort to resolve the grievance directly with their supervisor. The employee may have the Steward present if they so desire.
- 14.4.0 For the purpose of this Agreement, the term "grievance" means any dispute between the Company and the Union; or between the Company and the employee concerning the effect, interpretation, application, claim, breach, or violation of this Agreement.
- 14.4.1 In the event a grievant fails to present their grievance to the Company within ten (10) work days after the occurrence of the said grievance, the said grievance shall be considered as having been settled and no further action can be taken thereon. ("Work days" are defined as Monday through Friday excluding holidays.)

- 14.5.0 The Company desires that unfairness or favoritism to its employees shall not exist and all grievances shall be settled, whenever possible, with the immediate supervisor involved. It is the intent and purpose of the Parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any grievance which an employee or the Union may have with the Company with respect to wages, hours or other conditions of employment shall be discussed by the employee with such employee's immediate supervisor in an attempt to settle the matter. The Union Steward may be present at the time of this initial discussion in keeping with the election of the employee. The immediate supervisor shall give an oral answer immediately, if possible, but in no event later than three (3) working days after the discussion. If the oral answer does not settle the matter, then the employee and/or the Steward or other Union Official may proceed with the matter as follows:
- 14.5.1 Within five (5) working days after the receipt of the oral answer, the Steward and/or Union Official may present the grievance in writing to the Guard Captain. Such written grievance shall set forth a statement of the grievance, of the facts on which it is based, the date of the occurrence, the specific Article or Articles of the Agreement allegedly violated, and the remedy or correction requested. The Guard Captain shall meet with appropriate Union representatives and/or employee within five (5) working days after the receipt of the grievance and attempt to settle the matter. The Guard Captain shall render the decision in writing to the Steward and the employee within three (3) working days after such meeting. If a settlement is reached, the matter shall then be considered closed.
- 14.5.2 If not satisfactorily settled as outlined in Paragraph 14.05.1 above, the grievance may then be appealed in writing to the Commanding Officer no later than five (5) working days after receipt by the Steward of the decision rendered in 14.05. 1 hereof. The Commanding Officer shall meet with the Union representative in an attempt to resolve the matter and render a written decision thereon within five (5) working days after receipt of such appeal. If not satisfactorily settled as outlined in Paragraph 14.05.1 above, the grievance may then be appealed in writing to the Executive Secretary no later than five (5) working days after receipt by the Steward of the decision rendered in 14.05.1 hereof The Executive Secretary shall meet with the Union representative in an attempt to resolve the matter and render a written decision thereon within five (5) working days after receipt of such appeal. By mutual agreement of the Parties, the number of working days specified above may be extended.

- 14.6.0 If any grievance arising out of interpretation of an alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Vice President no later than ten (10) working days after receipt by the Union representative of the decision rendered in Paragraph 14.05.02 of the grievance procedure; otherwise, such decision shall be final and the employee shall have no further recourse.
- 14.7.0 It is understood and agreed that an employee covered hereby may be represented by the Shop Steward or other duly appointed official of the Union, and at any and all conferences with the Company arising from the processing of any formal grievance hereunder; provided, however, that such representation shall be limited at anyone time to no more than two (2) Stewards who are employed by the Company.
- 14.8.0 A grievance challenging an employee's discharge for cause shall be presented in writing directly to the Commanding Officer and taken up as provided in 14.05.02. No such grievance shall be considered unless submitted within ten (10) working days from the date of such discharge.

## **15.00.0            ARBITRATION**

- 15.1.0 Those grievances which clearly involve an alleged violation of a provision of this Agreement or an allegation that is has not been properly interpreted or applied, may be carried beyond the grievance procedure into arbitration under this Article. Either the Union or the Company may request arbitration of such a grievance in writing at any time during a period often (10) working days following the last step of the grievance procedure. Upon such timely request, the arbitration shall proceed as follows:

- 15.1.1 The Company and the Union shall choose a neutral Arbitrator, and if they cannot agree upon a name, they shall select from a list of five (5) to be submitted by the Federal Mediation and Conciliation Service, by alternately striking names from the list until only one (1) remains. The Arbitrator, thus chosen shall decide the matter and their decision shall be final and binding to all Parties. The Arbitrator shall have no authority to alter, add to, or ignore the terms negotiated into this Agreement. The Arbitrator shall be limited to finding the facts and to apply them to the terms of this agreement. The Arbitrator shall not add meanings to this Agreement that were negotiated. All other matters have been resolved by negotiations between the Parties. Each Party shall bear its own cost plus one-half (1/2) the cost of the neutral Arbitrator. Each Party shall pay one-half (1/2) of the cost of the aggrieved employee's time lost from work for appearance at the arbitration proceedings.
- 15.1.2 Except as provided in this Agreement, in no event shall the Company be penalized or in any way liable for monetary damages prior to the five (5) work days preceding the submissions of the grievance to the Management.
- 15.1.3 The Parties will jointly submit a signed statement setting forth the issue or issues to be decided by the Arbitrator, the specific contract violations, and the remedy sought. The issue or issues shall be the sole matter to be decided by the Arbitrator. Should the Parties fail to agree upon the issue, each Party may submit a separate statement of issue it considers in the dispute and the Arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.
- 15.2.0 The Arbitrator shall render his decision within the thirty (30) days of the close of the arbitration hearing. The Arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based.
- 15.3.0 The Parties agree that either Party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.
- 15.4.0 Each of the Parties will assume the compensation and other expenses of witnesses called or summoned by it.

**16.00.00 FULL TIME EMPLOYEES**

16.1.0 For the purpose of the Agreement a full-time bargaining unit employee is defined as: 1) an employee who is assigned to work on permanent post and patrol duty; 2) an employee guaranteed forty (40) hours per week minimum at those permanent posts and patrol duties as designated in item number one. Permanent posts and patrols are those posts and patrols that are required to be performed by the Company for an indefinite period of time.

A part-time employee includes all other employees who are members of the bargaining unit.

**17.00.00 BIDDING PROCEDURES**

17.1.0 When a vacancy occurs in the bargaining unit, the Company will post the vacancy on the bulletin board at Tularosa Gate and Stallion Range Center, for seven (7) working days. Any employee may submit a bid for the vacant position on a form provided by the Company. Within nine (9) days after the close of bids the Company will notify the selected employee and post the results on the bulletin board at Tularosa Gate and Stallion Range Center. Selection will be made based on seniority, skill qualifications, and ability to perform the job. It is understood and agreed, however, that skill, qualifications and ability to perform the job are deciding factors, the Company shall be the sole judge of such skill, qualifications and ability. If the Union believes that the Company has made an error in judgment in selecting the employee for promotion, the Union may subject the matter to the grievance procedure but not to arbitration.

The Company will temporarily fill the vacant position with full-time or part-time employees at its discretion during the bidding process as required.

The Company will submit bid forms for all employees who are absent from duty for any Company approved reason for two or more of the four days that the bid is posted. If the absent person is the most senior bidder then the bid process will be halted until an expression of interest is received from the absent employee.

**18.00.0 GENERAL**

- 18.1.0 Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with an employee relating to that employee's relationship with the Company. It is understood and agreed that such private discussions may be held without the presence of Union representatives, and if an employee thereafter feels there is just cause for a grievance, they shall then have all rights of representation. However, should disciplinary action be anticipated prior to or as a result of said discussions then the Company shall require that the employee have Union representation present during the discussion. No agreements shall be binding that conflict with the provisions of this contract.
- 18.2.0 The Company will continue, as necessary, to accept applications from bona fide manpower training programs. Manpower programs are defined herein as, Student cooperative education programs and similar type manpower training programs to aid veterans, disadvantaged groups and the like, including GOETA.
- 18.3.0 In the event the Company wishes to place a consenting employee covered by this Agreement in a position of Lieutenant or higher it is agreed that:
- 18.3.1 The Company shall place this employee on a thirty (30) consecutive day probationary period.
- 18.3.2 At the end of the thirty (30) consecutive day probationary period the employee will be returned to the old position in the Union with no loss of seniority or will forfeit all seniority in the Union.
- 18.4.0 Guards will be furnished five (5) each Uniforms by the Company. In addition to items specified by the Government Contract, each guard shall be issued a shield and metal name tag, inscribed with the employee's last name. Failure to exercise reasonable care of Company-furnished uniforms will be cause for disciplinary action. Uniforms will not be worn by guards while off duty, except while en route between home and work. Replacement of worn-out uniform items will be on a one for one basis only, unless the employee presents an acceptable excuse to the Guard Captain in writing. The Guard Captain or designate will make an allowance for fair wear tear of uniforms. The date of issue and condition at time of issue will be considered. The Company will pay:
- 5.5% of base rate pay for maintenance and cleaning of uniforms including foot gear and accessories.

Each uniformed employee shall provide, not only their own foot gear and gloves as described by Company policy, but will also provide their own 2-cell flashlights with batteries, gloves, footwear (black, plain toe with walking heel), and web gear, holster for a contractor specified weapon, 2" belt with buckle, handcuff case, and contractor specified ammunition case, all of which will be black nylon. Any employee who has previously purchased such equipment in compliance with prior requirements shall be provided with or reimbursed for the newly specified equipment.

18.5.0 It is recognized that qualification with the weapon is required on a course specified by the cognizant Government agency. Therefore, the Company will provide adequate weapons and ammunition so that each employee can qualify in weapons marksmanship. The Company will provide each employee with 3 company paid attempts to qualify annually. The Company will provide 2 separate days on which the 3 attempts to qualify may be scheduled. The employee may elect whether to schedule 2 attempts on the first day or 2 attempts on the second day.

← ( If an employee fails to qualify before his/her current certification expires, his/her certification will remain in effect until its current expiration date. ) →

An employee may elect to re-qualify at the semi-annual weapons refresher training course for a 12-month renewal. If necessary, a 4th attempt will be conducted at the employee's own expense and time. If the employee does not successfully qualify within 30 days of the 3rd attempt, the employee will be terminated at the expiration of his/her certification. If the 4th attempt has not been successfully completed prior to the expiration of his/her certification, the employee will be removed from the schedule.

18.5.1 Additional range time will be made available three (3) times per year. Employees may participate on a volunteer basis. Employees will be required to reimburse the Company for all ammunition expended. The Company will provide a Range Master during these practice sessions for purposes of safety and assistance.

18.5.2 Each employee will be required to participate in a night firing familiarization exercise once annually.

**19.00.00 PERSONNEL STANDARDS**

19.1.0 It is recognized that each uniformed employee must meet the minimum acceptable level of performance in each standard, It is further understood that any member of the bargaining unit who cannot meet and maintain the minimum standards as specified by the Company or by Government directive shall be dismissed from employment.

19.2.0 Each uniformed employee shall be required to take a urinalysis drug detection test annually. Such urinalysis tests must be administered by a supervisor who is defined as a shift supervisor (LT), training officer (LT) or the site manager (CAPT). In addition, each such employee shall at random times and without prior notice, be required to undergo one additional such detection test between annual testing,

19.2.1 Each uniformed employee will also be required to submit to a urinalysis test for drugs, under the following circumstances:

--Involvement in an accident or incident resulting in injury, loss of life, or damage to Company or Government property.

---When there is reasonable suspicion that the individual is under the influence of or has in their possession alcohol, and or illegal or illicit drugs while on duty. (Reasonable suspicion may be based on the effected individual's actions or behavior, odor of breath or substantiated report of possession of alcohol and or illicit or illegal drugs while on duty).

19.2.2 The urinalysis screening for drugs will be administered by Certified Laboratory, using two separate methods of testing.

19.2.3 The urinalysis screening will test for the following drugs:

--Amphetamines

---Barbiturates

--Cannabis

---Cocaine

---Benzadiazetines

---Methaqualones

---Opiates

---Phencyclidines

- 19.2.4 Employees who are hospitalized, or on vacation during the collection phase will be required to submit a urine specimen within twenty-four (24) hours after their return to duty.
- 19.2.5 It is agreed that specimen collection will take place at locations determined by the Company. Each employee will report to the collection point within a reasonable amount of time. Collection procedures and control of specimens will be outlined in appropriate Company directives.
- 19.2.6 It is understood and agreed that any member of the bargaining unit who refuses to submit a specimen or fails to provide a specimen at the collection point within a three (3) hour period, shall be informed that failure to provide the specimen as directed is grounds for dismissal from employment and the effected employee will be dismissed from employment.
- 19.2.7 Consistent with paragraph 19.02.1, if a Supervisor determines that an employee is impaired by alcohol or drugs while on duty, then that employee shall be removed from duty and requested to submit to a test of their blood or urine to determine content, if any. In the interest of safety, if an employee is impaired by alcohol or drugs every effort will be made to insure that the employee is not allowed to endanger others or themselves. If necessary, this will include chauffeuring the individual to their residence.
- 19.2.8 It is agreed that if an employee's urine specimen is analyzed as positive for drug content on the first test, then a second confirmatory test will be made of the same specimen. The confirmatory test will be conducted using GAS CHROMATOGRAPHY MASS SPECTROSCOPY (GCIMS). It is further understood that an employee tested positive on the first test will be suspended of duties, without pay and allowances, pending the outcome of the confirmatory test.
- 19.2.9 It is agreed and understood that an employee has the right to appeal any "positive" result. If an employee desires to appeal a urinalysis result they may do so under the following stipulations:
- Follow the grievance procedure outlined in paragraph 14.00.00.
  - May have a portion of the original specimen analyzed by a laboratory of their choice, provided that: the laboratory is certified and that the employee bears all cost associated with such analysis.

--Should the separate analysis negate the first analysis, then the Company will reinstate the employee, with back pay for all scheduled days missed and the cost of the 2<sup>nd</sup> test.

19.2.10 Employees will be paid a minimum of three (3) hours, as hours worked, for time spent in providing test specimens at the direction of the Company, time in excess of the noted minimum will be recorded as time worked and reimbursed to the employee at the applicable hourly rate whenever employee is required to provide specimen while off duty. Time clocks will be utilized to record time expended in the collection process. Personnel directed to report to the Company physician will be allotted three (3) hours as time worked, verified by the physician's invoice. All other employees will use time clocks at their respective reporting points.

19.3.0 Individual Reliability Program:

19.3.1 It is agreed and understood that each uniformed employee is subject to the Individual Reliability Program as a condition of employment and retention.

19.3.2 That the purpose of the Individual Reliability Program is to provide a means of assessing the reliability of individuals considered for employment and to provide a means of continuous assessment of personnel assigned to security guard positions.

19.3.3 It is understood and agreed that each member of the bargaining unit assigned to security guard duties must have the required medical examinations. That such medical examination will be performed by a company selected physician.

19.3.4 It is understood and agreed that a member of the bargaining unit will be removed from the Individual Reliability Program under the following circumstances and when so disqualified under the IRP will be dismissed from employment:

---Alcohol or Drug Abuse

---Negligence or delinquency in the performance of assigned or stipulated duties.

---Criminal convictions of a serious nature, or equivalent actions, or a pattern of behavior or actions reasonably indicative of a contemptuous attitude toward the law or other duly constituted authority.

---Any significant physical or mental condition, substantiated by competent medical authority, that may impair the individual's ability to perform assigned duties, or any character trait or aberrant behavior that a certifying official thinks is prejudicial to reliable performance of the duties of a security guard.

---Poor attitude or lack of motivation.

19.4.0 All Individual Reliability Program paperwork will be done while the employee is on duty.

## **20.00.00 NO STRIKE - NO LOCKOUT**

20.1.0 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and the missions of the White Sands Missile Range (WSMR), and that efficient and uninterrupted security services must be furnished to those agencies who have need of and make use of the capabilities of WSMR. Therefore, the Parties agree that during the term of this Agreement:

20.1.1 The procedure provided for herein, for the settlement of grievances, shall serve as a means for peaceful settlement of all disputes that may arise between the Parties.

20.1.2 Neither the Union, its officers, nor agents shall authorize, encourage, or sanction any unauthorized strike, sit -down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interrupt or interfere with any of the operations of the Company.

20.1.3 No rules, customs, or practices shall be permitted which limit production or increase the time required to do any work.

20.1.4 In the event of an unauthorized strike or work stoppage, there shall be no liability on the part of the Union, its officers or agents, if such strike or work stoppage was not authorized, encouraged or condoned by the Union. The Union agrees that, in the event of such unauthorized strike or work stoppage, the Company may take any disciplinary action it wishes against the employee or employees engaging in such a strike or work stoppage, and the Union waives any and all grievance rights except that if the participation of any employee in such a strike or work stoppage is a question of fact, the question of facts shall be subject to the grievance procedure.

20.1.5 In the event of a violation of this Article, the Union, its officers or agents agree that it will use its best efforts to end such prohibited conduct, utilizing every possible means to include:

- a. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- b. Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
- c. Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

20.1.6 The Company agrees that it will not engage in any lockout of its employees.

## **21.00.00 VACATION**

21.1.0 Upon completion of one (1) year of service each employee shall be entitled to a paid vacation of ten (10) working days. After five (5) years of continuous service each employee shall receive fifteen (15) working days of vacation. After ten (10) years of continuous service each employee shall receive twenty (20) working days of vacation.

21.1.1 In accordance with paragraph 12.01.0, if an employee has received leave without pay in excess of thirty (30) days during the twelve (12) months preceding their anniversary date, the employee will receive vacation in proportion to the number of days worked.

21.2.0 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation.

21.3.0 Part-time employees will be paid vacation in proportion to time worked.

21.4.0 The Company agrees to allow at least two (2) members of the bargaining unit to be absent on vacation during each week of the calendar year. The Company Site Manager reserves the right to deny scheduling more than three (3) members of the bargaining unit to be on vacation, sick leave, or personal leave, total due to missions' schedules.

- 21.4.1 As of 1 October each year, each employee shall submit a primary and alternate vacation request. Employees who do not submit a vacation request by October 31 of each year may elect to submit vacation request at any time, however the request must be submitted fourteen (14) days prior to the start date. Vacation requests submitted prior to October 31 will take precedence over a late request and those personnel with approved vacations shall not be displaced by a late requester. Should more than three (3) employees request the same time period, the most senior will be allotted their vacation time.
- 21.4.2 If an employee cancels their scheduled vacation, the employee may elect to take any open date within the original twelve (12) month period subsequent to their anniversary date. However, should an employee fail to take their vacation within the stated twelve (12) month period, the employee may elect to carry forward up to eighty (80) hours of unused vacation to the following year. All other unused vacation will be paid in cash in lieu of time off.
- 21.4.3 If the need for an unscheduled emergency vacation arises each case will be handled in the best interests of all concerned.

## **22.00.00 HOLIDAYS**

- 22.1.0 Employees shall be paid eight (8) hours for the following holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees who work on the holiday shall be paid holiday pay plus two (2) times the hourly wage rate for all hours worked on the holiday itself, i.e. midnight to midnight

No holiday pay will be paid to any employee who is under unpaid suspension or on unpaid leave of absence on the holiday.

### **23.00.00 FRINGE BENEFITS**

23.1.0 The Company agrees to provide benefits for each employee covered by this agreement as specified below. This fringe benefit package (also called H & W, Health and Welfare) will be continued during the life of this agreement unless sooner discontinued by mutual agreement, and no other changes will be made in the package unless agreed upon by the Union (except changes which may be made unilaterally by the insurance company under rights reserved to it as required by law). The company agrees to abide by the current DOL wage determination rate applicable to this area to include: training time, overtime, travel time.

23.2.0 The Company agrees to provide all employees the amount set forth below as an hourly amount for all regular hours, holiday hours, overtime hours, or personal hours not to exceed eighty-seven (87) hours per pay period for the purpose of obtaining their benefits individually as described in Article 23.1.0.

Effective October 1, 2007: \$3.16 per hour.

23.2.0 A Pension Plan will be provided to all employees. The Plan may be reviewed by employees at the C & D Security Management, Inc., office between 0800 and 1600 hours, Monday through Friday, exclusive of holidays.

23.2.1 The Company agrees to deposit pension funds every month. The amount deposited will be \$0.45 per hour for all regular hours, holiday hours, overtime hours, or personal hours not to exceed eighty-seven (87) hours per pay period. Pension funding will be maintained in accordance with Internal Revenue Service pension rules and regulations.

23.2.2 Each employee will be immediately vested with the Company. New hires added to the WSMR contract will be 100% vested after ninety (90) days.

23.2.3 The Company will not change Health and Welfare provisions without Union approval.

23.3.0 Employee dental insurance is available at employee expense for each employee and their dependents. A booklet is provided to each covered employee outlining in detail the covered benefits and schedules.

23.4.0 Employee vision care is available at employee expense for employee and their dependents. A booklet is provided for each covered employee which outlines in detail the covered benefits.

**24.00.00 LOCK IN TIME**

24.1.0 It is agreed and understood that due to missions on the range, there are times when guards will be locked in and there will be no way of effecting shift change at normal times. In such instances, the Company will allow locked out guards to clock in at normal times at the specified reporting points and stand by or perform other assigned duties until such time that the mission lifts and shift change can occur or the scheduled shift ends, whichever first occurs.

**25.00.00 TRAVEL**

25.1.0 For the purpose of this Agreement it is recognized that employees must report for duty at a Government identified area and then travel to a post or patrol some distance from the identified area. Affected employees will be provided with a Company vehicle at the identified points (Stallion Range Center and Tularosa Gate), to traverse this distance. All time expended by the employee in the travel phase to and from the assigned post, will be considered as hours worked, and is subject to the overtime computations of this contract.

**26.00.00 TRAINING TIME**

26.1.0 For the purpose of this Article, training time is considered as hours worked:

- Classroom instruction (as required)
- Semi-annual night firing familiarization
- Semi-annual weapons qualifications
- Officer Survival Training

---First Aid/CPR training

---Defensive driving training and any other scheduled training required by contract

## **27.00.00 MEETINGS**

27.1.0 For the purpose of this agreement a meeting is defined as an administrative gathering at the request of management.

Specifically excluded from this article are all training functions, travel times, and lock in times. All time in attendance at meetings will be considered hours worked. Employees will be paid a minimum of three (3) hours at base rate for administrative gatherings requested by management.

27.2.0 It is understood and agreed that when an employee is requested to report to Stallion Range Center for administrative actions, the time expended will be considered hours worked. Additionally, those employees who must travel from Mid-range to Stallion Range Center for administrative purposes will be provided with a Company vehicle

27.3.0 An employee who is scheduled and reports for work without having been notified not to so report, shall be given three (3) hours of pay at his/her applicable rate. In the event an employee is in route to a special post and that requirement is canceled prior to the employee's arrival then that employee shall be paid the actual time utilized or three (3) hours (3) at the applicable rate, whichever is greater.

27.4.0 If a part-time guard is on the schedule to work and shows up to work and the full-time guard has not given twenty-four (24) hours notice that he/she intends to work, the part-time guard will work in the full-time guard's place.

**28.00.00 WAGES**

28.1.0 For the duration of this agreement, all covered personnel will receive the following hourly base wage increases effective 1 October of each year:

Effective 2008: 3.0%

Effective 2009: 3.0%

Effective 2010: 3.0%

28.1.1 The base rate for 2007 is \$14.03 per hour.

28.1.2 Probationary Guards defined by paragraph 10.01.0 will be paid \$1.00 per hour less than the prevailing guard wage. Additionally, probationary guards shall not be utilized as dispatchers or deputy shift supervisors.

28.2.0 For the purpose of this Agreement shifts shall be defined and shift premiums shall be paid as follows, for the duration of this Agreement:

Shift 3: 6.5% higher than the base wage

Shift 2: 4.5% higher than the base wage

28.2.2 There shall be no pyramid premium pay and shift premiums will not enter into computation of holiday, vacation, sick leave, personal leave, or funeral pay leave.

**29.00.00 DURATION**

This Agreement shall be effective on 1 October 2007 and shall remain in force and effect to and including 30 September 2010, and thereafter from year to year until modified, amended or terminated, as hereinafter provided. Not more than one hundred twenty (120) calendar days nor less than sixty (60) calendar days prior to the anniversary or expiration date of this Agreement either Party may give to the other Party written notice of desire for modification or amendments. The Parties agree to meet within ten (10) days after such notice to exchange proposals. In the event of a failure of the Parties to reach Agreement upon such modifications or amendments by the expiration date of this Agreement, either Party at any time thereafter may terminate this Agreement by giving written notice to the other specifying the date of termination five (5) days in advance of such date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the month, day, and year:

FOR C & D SECURITY MANAGEMENT, INC.

  
\_\_\_\_\_  
Troy E. Thames, Executive Vice President

10/17/2007  
\_\_\_\_\_  
Date

FOR I.G.U.A, LOCAL 106:

  
\_\_\_\_\_  
Chris Perea, President

10/22/07  
\_\_\_\_\_  
Date

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