

COLLECTIVE BARGAINING AGREEMENT

between

**UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA, INTERNATIONAL UNION**

and

**UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA LOCAL 080**

and

SHIELD SERVICES, LLC

October 1, 2011 through September 30, 2014

**AGREEMENT BETWEEN SHIELD SERVICES, LLC.,
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, INTERNATIONAL UNION
AND UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA LOCAL 80**

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PREAMBLE

THIS AGREEMENT is made and entered into on October 1, 2011, by and between SHIELD SERVICES, LLC, and its successors, hereinafter referred to as the "Employer," and UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, INTERNATIONAL UNION and, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA LOCAL #80, hereinafter referred to as the "Union."

ARTICLE 1 - GENERAL PROVISIONS

SECTION 1.1 RECOGNITION - BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to rates of pay, wages, hours, and any other conditions of employment for all full-time positions as Protective Security Officers (PSOs), hereafter collectively referred to as "employees," assigned to the Drug Enforcement Administration (DEA), and other related office buildings pursuant to the Employer's contract(s) with the Drug Enforcement Administration (DEA) for security excluding all sergeants, lieutenants, leads, managers, assistant managers, supervisors as defined by the NLRB, office and/or clerical employees, temporarily assigned employees and substitute employees and all other employees of the Employer.
- B. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit as described in this Article.
- C. Should the Government decide to have shared or part-time positions, the parties will bargain over the terms and conditions of employment for those positions.

SECTION 1.2 STEWARD SYSTEM

The Employer agrees to recognize a steward system. The Union agrees that the Stewards will work at their regular jobs at all times except when they are relieved by his/her Supervisor to attend to all the business of the Grievance Procedure as outlined in Article 5 of this Agreement; provided that (i) Stewards shall have no right to be relieved, (ii) the Employer may deny relief in order to avoid overtime or open posts, and (iii) a supervisor or any other employee of the Employer may provide the relief, if allowed. At the affected employee's request, the Employer will call for a steward prior to any disciplinary action taken, whether it is written or verbal. The Employer recognizes the right of the Union to investigate grievances and interview employees before and/or after work time and/or during breaks. If the Employer takes disciplinary action during work time, a steward or other Union representative will be given time to be present for the disciplinary procedures if the employee requests. Subject to the proviso in the second sentence above, the supervisor, at the request of the employee, will release the steward only when properly relieved. If the Steward is not relieved during working hours, the discipline will be delivered outside of the affected employee's working hours. The Employer will not be responsible for paying the steward for time spent investigating or handling grievances in this

regard or otherwise attending any disciplinary matter. The Union will inform the Company of any Stewards assigned to the DEA.

SECTION 1.3 MANAGERS AND SUPERVISORY PERSONNEL

- A. Managerial and Supervisory employees shall not perform the duties of the employees in the bargaining unit, except as necessary to fulfill the work under the DEA contract as determined necessary by the Employer and as allowed by the DEA.
- B. Managers cannot be assigned to cover PSO overtime positions or posts except in emergency situations or in situations dictated by availability of personnel and amount of notice given for overtime. The Union retains the right to grieve the Employer's designation of "emergency situation." The Employer will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing work environment. To the degree possible, overtime opportunities will be distributed on an equitable basis.
- C. Non-bargaining unit employees shall not perform the duties of unit employees, except as necessary to train, emergencies, to provide short periods of relief, or as necessary to fulfill the work under the DEA Contract.

SECTION 1.4 AGENCY SHOP AND DUES CHECK-OFF

A. DUES CHECK OFF

The Employer agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. The employee may revoke such' authorization upon 30 days' written notice served upon the Employer and the Union. It is understood that such deductions will be made only so long as the Employer may legally do so. The Employer will be advised in writing, by the Union, as to what the Union membership dues are.

B. AGENCY SHOP

All employees employed at the DEA, who are not members of the Union, shall pay the Union a service fee. This service fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs, of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Nonmembers will be provided with a copy of the Union's procedures for filing' fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees shall be deducted via check off card. These

deductions will be made only upon receipt of written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Employer may do so legally. The Employer agrees to deduct the fee from the employee's paycheck on a monthly basis.

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501(c)(3) of the IRS Code), nonreligious charitable organization from a list supplied by the Union. The Union shall have the right to charge any employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the employee's individual behalf. Further, any employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

C. PAYMENT OF WITHHELD DUES

The Employer will promptly remit all dues that are authorized deductions to the financial Secretary/Treasurer of the United Government Security Officers of America, Local 80 within 30 days from the date the deduction was made. The Employer shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to defend, indemnify and hold the Employer harmless from any and all demands, civil and administrative claims, suits, charges, costs and expenses including attorneys' fees arising out of this Section 1.4, and the Union assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Employer in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Employer's attention.

The Check off Authorization Card to be executed and furnished to the Employer by the Union and the employees shall be the official Union Authorization for Check-off Dues. The Employer shall accept no other form unless the parties mutually agree to the substitution.

SECTION 1.5 INTENT OF PARTIES

The Union and the Employer agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient operation. The Union and the Employer agree that they will use their best efforts to cause the Bargaining Unit employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Employer, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Employer nor the Union will discriminate against any

employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, or disability. The Employer and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Employer and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2 - SENIORITY

SECTION 2.1 SENIORITY DEFINED

Unit Seniority shall be the length of continuous service dating from the employee's original date of hire or rehire at the DEA site as a Protective Security Officer (PSO) for the Employer or any predecessor Employer.

Unit Seniority shall only accrue while the employee is actively employed at the DEA site and has successfully completed his/her probationary period (see 2.6).

Seniority shall apply for issues such as job openings, shift bidding, scheduling, vacations and overtime. Shift vacancies shall be filled by seniority from amongst those qualified applicants. Seniority may be used in applying other aspects of this Agreement, as agreed to by the parties. In the event two or more employees have a common seniority date, the order of seniority shall be decided based upon the date of birth, with the advantage going to the oldest employee.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Employer to the proper Union officials within a reasonable time, upon written request by the Union. The Union President or the President's designated representative must make the request for these lists to the Employer in writing. An employee's standing on the posted Seniority List will be final unless protested in writing to the site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

Employees are required to notify the Employer in writing, on the Employer provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Employer shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit employee who is promoted to a non-bargaining unit position for more than six (6) weeks shall lose his/her unit seniority. If he/she is returned by the Employer to a bargaining unit position, provided such a position is available, after said six (6) weeks, his/her unit seniority will start on that return date. It is understood that such employee will not be allowed to bump.

SECTION 2.5 BREAK IN SERVICE

Break In Service - Any Bargaining Unit Employee who is absent or leaves the bargaining unit for more than six (6) consecutive weeks for any reason other than absences permitted under applicable law and under the terms of this collective bargaining agreement (including but not limited to approved vacation time, personal leave, military. service, etc., although seniority will continue to accrue), shall lose his/her unit seniority. If he/she returns to the bargaining unit at a later date, his/her unit seniority will start on that return date.

SECTION 2.6 PROBATIONARY EMPLOYEES

Probationary employees will be considered probationary for ninety (90) calendar days after their first assigned work day on the Employer's contract with the Government after initial training. The Union will still represent probationary employees for problems concerning wages, hours and working conditions, but the Employer reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of probationary employees without recourse to the grievance procedure contained in this Agreement. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Employer encounters a delay in the Drug Enforcement Administration performing background checks and granting written authorization on newly hired employees.

SECTION 2.7 TERMINATION OF SENIORITY

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

- a) the employee quits or retires;
- b) the employee is discharged for cause;
- c) a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the employee is laid off for a continuous period of one hundred eighty (180) days;
- e) the Government terminates the employee's credentials;
- f) the employee is otherwise asked to be removed from working under the Employer's contract with the Government;
- g) is absent from work for two (2) working days without notifying the Employer or fails to return to work from an approved leave of absence, unless due to conditions beyond the employee's control.

ARTICLE 3 - JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period for four (4) working days (excluding Saturdays, Sundays and Holidays). The announcement will include the shift, location, and days off. The Project Manager will notify the Union President in writing of such openings. When a vacancy occurs, the Employer will fill the position with the senior qualified Employee. Once an

employee accepts a new position and the weekly schedule reflects the change in assignment, the employee shall not be permitted to decline the assignment and must remain in the assignment for a minimum of one year. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be posted only at all the DEA locations. If there are no eligible volunteers for the vacancy from DEA locations, the Employer will consider applicants for employment who are members of other bargaining units represented by Local 80. Temporary vacancies at DEA satellite locations in excess of five (5) days will, if possible, be filled by a single PSO.

SECTION 3.2 LAYOFF and RECALL

In the event of layoff or recall, when full-time or part-time shared positions are being reduced, probationary employees will be laid off first. Should it be necessary to further reduce the work force, employees will be retained on the basis of seniority, qualifications and performance. Recall of employees will be accomplished in reverse order of layoff.

SECTION 3.3 TEMPORARY ASSIGNMENTS

Due to the changing work environment, all employees are subject to an assignment anywhere within the DEA on an as needed basis from present on duty personnel. The assignment shall be temporary not to exceed thirty (30) days, and voluntary, unless there are no volunteers, in which case the employer may force the least senior qualified employee to take the temporary assignment. PSOs on such temporary assignments shall be paid at their regular hourly rate of pay or the normal hourly rate of pay of the temporary assignment, whichever is higher.

ARTICLE 4 - MANAGEMENT RIGHTS

The rights of management are limited only by the specific provisions set forth in this Agreement. Any rights not negotiated away are by intent of both parties retained by management. By way of illustration, only management rights include the following:

- To direct, train and supervise the work force.
- To hire, suspend or terminate employees for cause.
- To assign, reassign and to lay off employees due to lack of work or at the clients request.
- To establish and to enforce rules, regulations and policies in order to insure a productive work environment.
- To determine staffing levels, schedules of work and work assignments including overtime.
- To establish the standards of work performance for employees as well as to introduce new or improved methods or business practices.

This statement of management rights, which remains unimpaired by this Agreement is not intended to exclude others, which are not mentioned herein. In exercising these rights, it is

understood and agreed that the Employer will not violate any of the provisions of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a member of the bargaining unit. This provision is not intended to limit or prohibit the rights of any party to seek relief from other third parties. In addition, the grievance procedures outlined herein shall not apply to any situation where the Employer is acting under the written directives, mandates or requirements of the DEA. The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** – Within ten (10) days after an event giving rise to a grievance, both the Employer and the Union agree that the employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit. If during the course of this discussion either the employee or the supervisor deems it desirable, the Union President of Local 80 or his/her designee will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Project Manager or his/her designee in accordance with Step One.
- B. **Step One** - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee, Union President and or his/her designee, and shall be submitted to the Project Manager or his/her designee. The Project Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and Union President.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Employer's Vice President of Operations or designee not later than ten (10) days from the denial by the Project' Manager or his/her designee. The Employer's Vice President of Operations or designee will have ten

(10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved employee and Union President.

- D. **Grievance for Discipline** -Any grievance involving the discharge or other discipline may be commenced at step one of this procedure. The written grievance shall be presented to the Project Manager through the Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union, giving the Employer's Vice President of Operations or designee written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3, which remain unsettled, shall be processed in accordance with the following procedures and limitations:

- A. **Pre-Arbitration Hearing** - The parties agree to hold pre-arbitration hearings either in person or by phone requiring a senior manager of the Employer and Union President (or designee) to make a final effort to settle the grievance' before arbitration.
- B. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. In disciplinary cases the arbitrator must apply the principles of the progressive disciplinary system. Any award of back compensation to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as emotional distress or pain and suffering damages.

- D. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Employer and Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
- F. Notwithstanding the foregoing, the following matters are not subject to arbitration and the arbitrator shall have no power and no jurisdiction to: (a) interpret the Employer's contract with the Government; (b) establish or modify any wage rate or interpret any Wage Determination; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the Government, the contracting officer or other official of the Government; or (f) the Employer's compliance with a request or requirement of the Government, the contracting officer or other official of the Government.
- G. Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

SECTION 5.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at the Informal Step of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration. Only the Union, by letter or form executed by an authorized Union officer, who is not the subject of the grievance, may move a grievance to arbitration.

ARTICLE 6 - DISCIPLINE

SECTION 6.1 After completion of the probationary period, no employee shall be dismissed or suspended without just cause, unless the employee is ordered, required or requested by the Government to be removed from working under the Employer's contract with the Government, or if the employee's credentials are denied or terminated by the Government.

SECTION 6.2 The Union has the right to grieve or arbitrate on behalf of all employees that are disciplined, except for cases when the Employer is acting under the direction or requirement of the DEA, or when the Government has notified the Employer that the Government has lost confidence in the employee. The Union retains' the right to grieve and/or arbitrate the accuracy of any information provided by the Employer to the DEA. The employer shall give the Union President notice of all discipline, including the grounds for discipline and the Union President shall be copied on all documentation concerning the discipline as the documentation is issued. The employee will have the right to submit a written response to the Employer's statement. PSO Standards of Conduct that are Company work rules shall not be changed without first discussing such changes with the Union. Moreover, the Employer retains the right to enforce PSO Standards of Conduct with disciplinary action up to and including termination, as required by the Government contract.

SECTION 6.3 REMOVALS FROM THE SCHEDULE

- A. When an employee is removed from the contract without pay during the pendency of an investigation, whether at the request of the Government or otherwise, such employee may apply for unemployment compensation for the duration of such administration suspension. In addition, such employee may seek and retain other employment without abandoning the employee's position, or causing a break in the employee's seniority, which shall continue to accrue during the removal.
- B. Removals shall not exceed thirty (30) days. If an investigation and disciplinary procedure has not been completed within thirty (30) days, the employee will be restored to duty in the employee's regular position, or a position with a comparable pay scale until the investigation and disciplinary procedures are completed.
- C. All disciplinary action over twelve (12) months old will be placed under seal and will never be considered in future disciplinary matters. An employee may request an appointment to review his/her site or corporate file in the presence of a site supervisor or designee, and if requested, a union representative. Requests to review the site or corporate file shall be made through the on-site supervisor. The supervisor will arrange for the review in a timely manner.

SECTION 6.4 NON-DISCRIMINATION FOR WORKER'S COMPENSATION

The parties will not discriminate against any employee for exercising his or her rights under any Worker's Compensation Laws. Time lost due to temporary total or partial disabilities from injuries or occupational diseases arising out of and in the course of employment shall not be included in an employee's attendance records as unauthorized absences, and shall not affect the exercise of an employee's seniority for job bidding or otherwise. An employee's seniority shall continue to accrue during any such lost time.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY and WORKWEEK

For purposes of this Article, a regular workweek of forty (40) hours of work, fifty-two (52) weeks per year (less holiday time) per the DEA Contract, including lunch periods, shall constitute a normal full-time workweek for full-time employees. However, nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week, any specific post assignment or any specific shift. Employees working a minimum of eight (8) consecutive hours shall normally receive a paid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If requested to work overtime (i.e. over forty (40) hours in a workweek) or extra hours, the employee shall be required to do so unless the employee is excused for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

Overtime work will be distributed on a fair and equitable basis among all employees (including shared position employees). Overtime work will be rotated by seniority. The available overtime will be offered to the most senior employee available to work the overtime. Once offered, whether worked or not, the next available overtime shall then be offered to the next most senior, available PSO unless desired by the employee, overtime will not be assigned to an employee on his/her days off except in the case of an emergency. Overtime records shall be maintained at the site and shall be accessible to employees and to the Union. Errors in the assignment of overtime shall be corrected by the offer of the next overtime available to the PSO. It is understood that if the Employer is unable to secure an adequate number of volunteers to work the necessary overtime that available overtime work shall be assigned in reverse rotational order; i.e., bottom - up.

SECTION 7.5 REST PERIODS

Current response time procedures and practices will continue unless changed by the DEA. Breaks will be provided as per the rotation schedule as dictated in the Statement of Work.

SECTION 7.6 CALL IN PAY

An employee called into work as requested will be guaranteed a minimum of four (4) hours of work or pay.

SECTION 7.7 SCHEDULING

Seven-day schedules will be posted four (4) weeks in advance, whenever possible. When changes to the schedule are necessary, the Employer agrees to give as much notice as possible.

Holiday work schedules will be posted one (1) month prior to the holiday. Employees desiring to work the holiday will post for the available openings. The Employer retains the right to assign the necessary number of PSOS by reverse seniority order to work. The final holiday schedule will be posted two (2) weeks prior to the holiday.

All employees shall be scheduled with at least two (2) consecutive days off of work, unless scheduling does not permit in cases of emergency or as directed by the DEA. The Project Manager or designee may approve an employee's request to switch scheduled days off and shifts within the same pay period with another employee, with a three (3) day advanced notification.

SECTION 7.8 SHIFT DIFFERENTIAL

All work performed between the hours of 6:00 pm – 6:00 am will receive a ninety-five (\$0.95) per hour shift differential pay for the life of this Agreement.

ARTICLE 8 - WAGES

SECTION 8.1 WAGE SCHEDULE

The wage schedule for Protective Security Officers is as follows:

October 1, 2011

\$25.86

There shall be a wage opener each year, effective October 1 of each year commencing October 1, 2012.

SECTION 8.2 WORKWEEK AND PAYDAY

The workweek starts on Monday at 12:01 AM and ends the following Sunday at 12:00 PM (midnight). Employees will be paid on a biweekly basis on Friday, subject to change by mutual agreement. Employees who begin their shift after 2:20 PM on Thursday will be able to receive their check on Thursday, if it is available.

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the Employer as to an employee's rate of pay, proper adjustment will be made within one (1) week: for undisputed errors over \$100.00, after the Employer is given written notification of the error. All other such undisputed errors will be made on the next paycheck.

SECTION 8.4 DIRECT DEPOSIT

All employees covered by this Agreement shall, as a condition of continued employment, be on direct deposit.

ARTICLE 9 - HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

The following 10 days are recognized Holidays at the DEA Facility:

- | | |
|---------------------------|------------------|
| NEW YEARS DAY | INDEPENDENCE DAY |
| MARTIN LUTHER KING JR DAY | LABOR DAY |
| PRESIDENTS DAY | MEMORIAL DAY |
| COLUMBUS DAY | VETERANS DAY |
| THANKSGIVING DAY | CHRISTMAS DAY |

In the event the President or the Congress declares a new national holiday, it will become a defined holiday in this Agreement, providing the Government agency agrees to such additional holiday pay for employees.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The employee will be paid holiday only if:
 - 1) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed; and
 - 2) The employee is not laid off, or on an unpaid leave of absence.
- B. Any full-time employee who works as scheduled on a holiday shall receive the employee's straight time rate for all hours worked, and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the employee meets the requirements in paragraph A above.
- C. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's non-worked holiday pay.

SECTION 9.3 GOVERNMENT SHUT DOWN

In the event of a government shutdown, the schedule will be made on the basis of seniority.

ARTICLE 10 - VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer or its' predecessor at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service;	80 hours
Upon completion of three (3) years of service;	120 hours
Upon completion of twelve (12) years of service;	160 hours
Upon completion of twenty (20) years of service;	200 hours

SECTION 10.2 SCHEDULING VACATIONS

The Employer will allow the maximum amount of personnel off at any one time for vacation that permits the Employer to maintain efficient operations.

Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Project Manager or designee, in writing, prior to April 1 of each year of his or her first and second choice for desired vacation periods, if any. The Employer will recognize union seniority when scheduling employees for vacation in accordance with Section 2.1. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements.

If by April 1, an employee requests less than the total amount of said employee's vacation entitlement, the employee may request to schedule additional vacation at any time. However, such requests after April 1, shall be granted by the Employer in accordance with its operational needs without regard to seniority. The Employer will give the employee notice of whether his or her request is granted or denied at least 30 days in advance of the first requested day of vacation. The Employer will not deny vacation requests when feasible and operational needs can still be met. Employees will give a minimum of seven (7) days' notice, under normal circumstances for vacation requests.

SECTION 10.3 PAY OPTIONS

Earned vacation pay shall be paid on the pay day following the employee's return to the job after his/her vacation.

SECTION 10.4 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e., Anniversary date of employment) shall be paid to the employee.

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

Any time during the year, employees may request, in writing, to be paid for earned vacation pay in lieu of taking actual vacation leave. Cashing out vacation time will cause employee to forfeit unpaid leave benefits during the anniversary year, except as specified in Article 11.

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, employee will be paid at their individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.7 VACATION -LAID-OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an employee is on laid-off status.

SECTION 10.8 VACATION INCREMENTS

Vacation days may be used in one (1) day increments, if so desired by the employees and approved by the Employer.

ARTICLE 11 - LEAVE OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leave of absence (leave without pay) for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days. Employees on any unpaid leave of absence must use all available vacation or personal/sick leave time until such paid leave time is exhausted. Length of service with the Employer shall not accrue for purposes of vacation, holiday or other accrued benefits while on unpaid leave of absence. The Employer will make every reasonable effort to maintain an employee's position while on unpaid leave; however, there is no guarantee of reinstatement from any unpaid, non-statutory medical leave.

SECTION 11.2 PROCESSING EMPLOYEE LEAVE

A leave of absence must be processed in the following manner: All requests for any unpaid leave of absence shall be submitted in writing to the Site Supervisor at least ten (10) calendar days, or as soon as is practicable, prior to the date that the leave will take effect, except in cases of emergencies, and shall include:

1. The reasons for such leave
2. The effective dates of such leave
3. The estimated date of return to work

- A. The written request for leave of absence shall be submitted to the Contract Manger by the Site Supervisor for final approval.
- B. If the request for leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the employee involved.
- C. Extensions of leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave of absence when feasible. Extension when granted shall not total more than thirty (30) days.

SECTION 11.3 MEDICAL LEAVE

An employee may be granted an unpaid medical leave of absence for a specified period not to exceed 12 weeks within a 12-month contract year. The Family and Medical Leave Act of 1993 are incorporated herein. Eligible employees must advise the Employer of his/her disability and complete the necessary documents in accordance with the provision of the Act, and is supported by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform his/her job.

The 12 week period may be extended at the discretion of the Employer. During medical leave, the employee shall be required to furnish a report from the doctor when requested periodically by the Employer. The employee will be required to use accrued vacation or personal/sick leave time during the medical leave. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work.

SECTION 11.4 MILITARY LEAVE

An employee of the Employer who is activated or drafted 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.

SECTION 11.5 UNION LEAVE

A Union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the United Government Security Officers of America. The maximum number of days given for union leave is not to exceed five (5) days per contract year and the maximum number of union officers or delegates to be granted leave of absence is not to exceed two (2) employees per Local Union.

SECTION 11.6 PERSONAL/SICK LEAVE

Each full-time seniority employee shall be eligible to use a maximum of eight (8) days of personal leave per 12-month contract year worked. Employees who begin employment after the

inception of the contract year will be eligible to use a prorated amount of personal leave/sick leave, based upon the following schedule (sec Personal/Sick Leave Eligibility Table below):

PERSONAL/SICK LEAVE ELIGIBILITY TABLE

START DATE	
October 1 – 31	48 hours
November 1 - 30	44 hours
December 1 -31	40 hours
January 1 – 31	36 hours
February 1 – 29	32 hours
March 1 – 31	28 hours
April 1 – 30	24 hours
May 1 – 31	20 hours
June 1 – 30	16 hours
July 1 – 31	12 hours
August 1 – 31	8 hours
September 1 - 30	4 hours

- A. A total of eight (8) hours of personal/sick days shall be used in not less than two (2) hour increments, the remaining personal/sick days shall be used in not less than four (4) hour increments and shall be paid when taken by the employees as approved in advance in writing by the Project Manager.
- B. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick leave pay will be paid to the employee at the end of the contract year.
- C. Vacation days may be used to cover absences caused by illness. Any employee who is unable to report to work because of illness must notify the Employer or designee two (2) hours prior to the beginning of his/her shift each day in order to be eligible for paid personal/sick leave benefits. Disciplinary action may result from excessive and or unapproved absenteeism.
- D. Upon termination of employment, except for cause, employees will be paid at their individual hourly rate for any unused, earned personal/sick leave, based upon the number of complete calendar months employee worked during that contract year.
- E. An employee who leaves employment prior to the contract anniversary date will reimburse the Employer on a pro-rata basis for personal/sick leave taken but not earned.

SECTION 11.7 BEREAVEMENT LEAVE

All non-probationary employees shall be entitled to four (4) days paid bereavement leave annually for the purpose of grieving, taking care of family matters, and attending the funeral, on a day normally scheduled to work. Bereavement leave applies to the death of a parent, parent in-law, spouse, child, sibling, or sibling-in-law and grandparent, or spouse's grandparent. Employee will notify the Project Manager or designee, whenever possible, of the need for bereavement leave. Employees who require additional time off in order to attend a funeral of an immediate family member will, on an individual basis, be granted such time without pay for up to five (5) additional days. Bereavement days shall not be cumulative, nor shall they be payable if not used. Shared time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

SECTION 11.8 JURY DUTY

Full-time seniority employees shall be entitled to receive up to four (4) days of paid leave per contract year for purposes of serving required jury duty. In order to be paid for this benefit, employee must (a) provide Project Manager or designee with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, and (b) the employee must also submit all compensation received (service fee and mileage) signed by employee and made payable to the Employer within five (5) days of the employee's return to work from jury service. Employee will be compensated for the jury service on their next paycheck. Shared time seniority employees are eligible for this benefit only if regularly scheduled day of work is missed for this purpose.

SECTION 11.9 VOTING LEAVE

The Employer and the Union encourage employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules.

If despite reasonable efforts, the employee is unable to vote during non-working hours, the Employer will grant a maximum of three (3) hours of time off to vote so long as operating requirements permit without incurring overtime, or allow such other leave as is required by law. Employees must request time off to vote at least two (2) days in advance, or at such other time as may be permitted by law. Employees will be compensated for voting leave per law.

SECTION 11.10 "PERSONAL EMERGENCY" LEAVE WITHOUT PAY

An employee who has exhausted accrued leave may be granted up to two (2) days leave without pay per contract year for personal emergencies with the approval from their supervisor or designee. Any employee who is unable to report to work must notify the Employer, or his designee each day at least two (2) hours prior to the beginning of his/her scheduled shift.

SECTION 11.11 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 2 of this Agreement.

ARTICLE 12 - HEALTH & WELFARE

SECTION 12.1 PAYMENTS

The Employer will make health and welfare payments to employees on all hours paid up to forty (40) hours per week to a maximum of 2,080 hours per contract year in accordance with regulations, Part 4: Labor Standards for Federal Service Contracts.

Health & Welfare payments will be as follows:

October 1, 2011

\$3.59

The parties agree to open negotiations for health and Welfare rates in the 2nd and 3rd years of this Agreement.

ARTICLE 13 - UNIFORM MAINTENANCE AND SHOE ALLOWANCE

The Employer will pay the employee a Uniform Allowance as follows:

October 1, 2011

\$.15 per hour worked

This allowance is paid up to 40 hours per week, not to exceed 2080 hours per year.

A shoe allowance will be paid annually in the month of October in the amount of \$125.00. Shoe receipts shall not be required.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

SECTION 14.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the Government to be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the U.S. Government. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards. It shall be the sole responsibility of the Union to enforce this rule.

SECTION 14.2 PHYSICAL EXAMINATIONS/SECURITY CLEARANCE PROCESS

The Employer shall pay for any and all physical/medical examinations that are required by the Employer at the Employer designated clinic(s) or physicians and associated costs. The Employer shall pay the employee up to a maximum of two (2) hours for time spent taking an Employer requested medical examination, when not scheduled to work.

Employees shall be permitted to report for a physical during work hours if an appointment is scheduled with an Employer designated clinic or physician. The Employer shall make efforts to assist with scheduling of appointments at Employer designated clinics or physicians' offices.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Time required by employees to complete paperwork, meet with any officials, or engage in any other required activity associated with obtaining and/or updating the employee's security clearance shall occur during the employee's on duty working time when possible. If not possible, the Employer will pay up to two (2) hours for this process.

SECTION 14.3 TRAVEL EXPENSES

The Employer will provide advance payments for approved travel expenses, if requested by the employee, provided adequate advance request for payment is received. Any hours to include travel over twelve (12) hours will require the employee to stay overnight and the appropriate per diem will be paid. All hours in travel will be counted as worked hours with the appropriate overtime wages provided for under Article 7 of this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day the Employer receives the travel voucher and all required receipts.

SECTION 14.4 BREAK ROOMS

The Employer will make its best effort to obtain from the Government break rooms for employees for breaks and lunch without management using the room as an office and will make its best effort to have the Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 14.5 LOCKERS

The Employer will make its best effort to obtain lockers from the Government for the use of the employees. The providing of these facilities is the prerogative of the U.S. Government.

The Employer will only open an employee's locker when directed to do so by the DEA or when there is approval from the Contract Manager. The Employer will attempt to do any and all searches in the presence of the employee and/the Union President.

SECTION 14.6 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break or lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

ARTICLE 15 - RESERVED

ARTICLE 16 - TRAINING

SECTION 16.1 TRAINING

The Employer will make its best effort to implement its advanced PSO training program to enhance the professional capabilities of the employees. The Employer shall meet the training requirements as required by the Statement of Work. Actual scheduling of training is subject to approval by the U.S. Government and may be subject to funding by the U.S. Government.

SECTION 16.2 WEAPONS PROFICIENCY

All PSOS will undergo periodic weapons proficiency re-qualifications. Re-qualifications testing will not exceed a three (3) week period. An Officer who fails the first attempt will have two (2) additional attempts to re-qualify. The failure of an Officer to re-qualify after three (3) attempts will result in his/her automatic removal from the DEA contract.

ARTICLE 17 - SAFETY

SECTION 17.1 SAFETY POLICY

It is the policy of the Employer to provide employees with work places and conditions of employment that are free from or protected against occupational safety and health hazards. The Employer agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 17.2 OSHA STANDARDS

The Employer will report any safety violations observed or reported to the Employer in any Government provided employee workstations and break rooms.

ARTICLE 18 - CONTINUITY OF OPERATIONS

SECTION 18.1 NO STRIKES

- A. Both the Employer and the Union agree that continuity of operations is of utmost importance to the Employer's security operations. Therefore, so long as this Agreement is in effect, the Union and the Employer agree that there will be no

strikes, lockouts, work stoppages, illegal picket lines, slowdowns" or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strikes, 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.

- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

SECTION 18.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any employees covered in this Agreement.

ARTICLE 19 - SEPARABILITY OF CONTRACT

IN THE EVENT THAT ANY PROVISION OF THIS Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such parties hereto agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20 - SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the Drug Enforcement Administration. In the event a government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government's directive with the goal of resolving the deviation.

ARTICLE 21 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the 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 all understandings and agreements reached by the parties are set forth in this Agreement. Therefore, the Employer and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary

actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

ARTICLE 22 - DURATION

This Agreement shall be effective upon its execution by both parties and it supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on September 30, 2014, with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred eighty (180) days prior to September 30, 2014. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. The failure of either side to give timely notice pursuant to this Article shall result in the automatic extension of this Agreement from year-to-year thereafter or unless changed or amended by mutual agreement of the parties.

This Agreement shall also be terminated sixty (60) days after service of written notice of termination by one party or the other if said service is within thirty (30) days of the terminating parties receipt of notification by the DEA and/or FPS, that the Employer's contract will be re-procured by formal bidding (instead of renewed). Should either party receive such notice from the Government, it shall send written notice of its receipt thereof (along with a copy of the notice) to the other party within fourteen (14) calendar days of said receipt.

Notwithstanding the above, this agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the DEA and/or FPS for security services. In such event, the parties relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

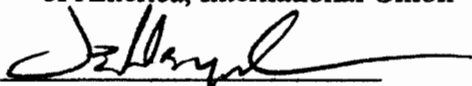
FOR: United Government Security Officers
of America, Local 080

BY: 

TITLE: union president local 80, UGSOA

DATE: 9-2-2011

FOR: United Government Security Officers
of America, International Union

BY: 

TITLE: D. [unclear]

DATE: 09-12-2011

FOR: Shield Services, LLC

BY: 

TITLE: David Moran / VP of Operations

DATE: 09/12/2011

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