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# COLLECTIVE BARGAINING AGREEMENT

Between

Centerra Group, LLC

And

S.D.M of America

At the United States Department of Justice, Washington, DC

June 1, 2015 to May 31, 2018

COLLECTIVE BARGAINING AGREEMENT  
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## Preamble

This Agreement is made and entered into by and between Centerra Group, LLC, a Florida based Company, herein referred to as the "Employer" or "Company" and the ~~S.D.M of America~~ hereinafter referred to as "SDM" or the "Union." The Department of Justice hereinafter referred to as "Client" or "Government."

## **Article 1 Recognition**

**Section 1:** The Employer recognizes the Union, as certified by the National Labor Relations Board on February 12, 2015, 05-RC-126522, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for:

*All full-time and regular part-time Justice Protective Service Officers (JPSOs) assigned to the Department of Justice's contract in the National Capital Region; but excluding all office and/or clerical employee's, professional employees, temporarily assigned employees, managerial employees, and supervisors as defined by the Act.*

**Section 2:** The term "employee" as used in this Agreement shall refer to employees of the Employer, who are classified as "full-time" (who regularly work 32 hours or more per week) and who are classified as regular "part-time" (part-time employees are expected to work a minimum of 16 hours per week, but not over 32 hours regularly) except those excluded employees listed in Section 1 of this Article.

**Section 3:** It is expressly understood that non-bargaining unit employees will not perform bargaining unit work if JPSO's are available.

(a) Managers cannot be assigned to cover overtime positions or posts except in emergency situations as determined by the Employer, or when specifically directed by the Department of Justice, 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 situations."

(b) However, the exception in Section 3 above will not apply where it can be proven that the Employer fails to employ adequate staffing levels of regularly assigned security officers to cover work, and to cover work when employees take leave.

**Section 4:**

(a) **Discrimination** – It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all security officers covered by the Agreement

without regard to race, color, religion, age, sex, national origin, or disability.

(b) Whenever in this Agreement gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all security officers covered by this Agreement, male or female.

## **Article 2 Management Rights**

**Section 1:** The rights of management are limited only by the specific provisions set forth in this Agreement and applicable law(s). Any rights not negotiated away are by intent of both parties retained by management. By way of illustration, management rights include the right to:

- (a) Direct, train and supervise the work force;
- (b) Hire, promote, or discipline employees for cause;
- (c) Assign, reassign and to lay off employees due to lack of work;
- (d) To remove employees from the Site at the clients request. It is further understood by the parties that the Client has the right to remove an employee from the Site as specified in the contract;
- (e) Establish and to enforce rules, regulations and policies in order to ensure a productive work environment;
- (f) Determine staffing levels, schedules of work and work assignments including overtime; and
- (g) Establish the standards of work performance for employees as well as to introduce new or improved methods or business practices.

**Section 2:** This statement of management rights shall remain unimpaired except where the Agreement has amended it. It 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 3**

#### **Access, Union Representation, & Communication**

**Section 1:** The Client and the Employer have the right to enforce access rules and regulations as promulgated by each facility.

**Section 2:** The Union Local President and/or their designee shall be permitted access at a mutually agreeable time upon prior notification to the employer. This is subject to Government security restrictions in effect and for the sole purpose of considering matters covered by this Agreement.

**Section 3:** There shall be no Union business conducted during an employee's work time. This does not apply to Union Representatives who are conducting Employer/Union issues (grievances).

**Section 4:** The Union is responsible for providing written notification to Management as to the individuals officially designated to act as representatives of the Union within ten (10) business days of their appointment. An employee shall not be permitted to engage in Union duties until the Employer receives notification.

**Section 5:** A Union representative shall perform his/her assigned security duties and shall not leave his/her post or use Client/Employer equipment (e.g. phones, computers, fax machines, etc) to conduct Union business.

**Section 6:** On a quarterly basis as a minimum, or when a change occurs, the Employer shall provide the Union with an alphabetized list of all employees and other information not considered a violation of the Privacy Act at each DOJ facility upon request. This list will be provided in the form of one (1) hard copy.

For the purposes of establishing a seniority list, copies of the alphabetized list may be posted at all facilities covered by this agreement.

**Section 7:** If an employee, who is the subject of investigation that could result in discipline, requests a steward to be present during the disciplinary process, the Employer will allow the steward to be present.

## **Article 4 Work Rules**

**Section 1:** The Employer has the sole right to promulgate, supplement, alter, modify, amend, and rescind work rules. For the purposes of this Article, work rules are defined as rules promulgated by the Employer, which regulate employees relative to and affecting their employment.

**Section 2:** The Employer will promptly notify the Union in writing of any new or changed work rules. Upon notification by the employer, the Union will have thirty (30) calendar days to request to confer on any new or changed work rules. Failure to request the opportunity will be understood as concurrence by the Union.

**Section 3:** The Union, upon request, will be provided a copy of all Centerra and Government policies (when provided), etc. for which employees are held responsible.

## **Article 5 Discipline & Dismissal**

**Section 1:** After completion of the Employer's probationary period, no employee shall be dismissed or otherwise disciplined without just cause. If an employee is removed by the Client, or the employee's credentials are denied or withdrawn, the Employer may allow the employee to apply at another comparable available position if qualified and available. The Employer agrees not to solicit the Client to remove an employee from the contract; however, nothing in this Section prevents the Employer from requesting the Client provide follow up removal directions in writing, if the initial directive was verbal.

Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the Client), a written notice thereof shall be given to the Employer within ten (10) days of the dismissal (excluding Saturdays, Sundays and Holidays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3.

**Section 2:** When an employee is ordered off the contract by the Client, the day the employee is relieved of his duties shall be counted toward any subsequent penalty that may be assessed upon completion of the investigation referenced in Section 3 of this Article.

**Section 3:** Conduct deemed inappropriate by the Employer, and just cause for disciplinary action shall include, but is not limited to:

- (a) Violations of Washington Ops' Policy #358 and the Employers Security Officer's Handbook;
- (b) Violations of Centerra Policies and Procedures;
- (c) Violation of DOJ general, special and any other orders or instructions;
- (d) Criminal misconduct; and
- (e) Other serious misconduct or inappropriate behavior.

The Employer recognizes that unsubstantiated or inappropriate allegations of misconduct have a negative effect on all employees, employer good will and on employer-employee relations

in general. As such, unsubstantiated or inappropriate allegations of misconduct will not be tolerated. The employer recognizes that allegations of misconduct may have a serious impact on the employee, therefore a thorough and fair investigation, as appropriate, will be conducted in order to determine if disciplinary action is warranted. If disciplinary action is warranted, it will be consistent with the Employer's policy of progressive discipline.

**Section 4:** The Employer's approach includes adhering to a sound and corrective progressive disciplinary process as outlined in Policy #358. The Employer recognizes four levels of formal corrective actions, as follows:

- (a) Verbal Counseling with Memorandum for Record
- (b) Letter of Reprimand
- (c) Suspension from Duty
- (d) Termination of Employment

The range of disciplinary options for a minor offense may start with an official counseling and can lead to suspension of duty. For serious offenses, the option may be immediate termination consistent with just cause. Repeated violations, regardless of their nature will not be tolerated. Once warned, employees are expected to improve their performance and/or behavior. Failure to do so may lead to further discipline up to and including termination.

**Section 5:** The Employer agrees to recognize a Union Steward Program. The Employer agrees to allow a Union Steward to be present when an employee, who is the subject of the investigation that could result in discipline, requests for a steward to be present during a disciplinary or investigatory interview and immediately directs the affected employee to the available Union Representative. Additionally:

- (a) Employees have a right to due process and have a right to see any and all statements and/or proof being used by the Client (if provided to the Employer) or by the Employer to discipline or terminate an employee;
- (b) The employee shall be provided a copy of any written counseling letter, disciplinary action, and/or written record that is being placed in their personnel file.

Further, no reference to any action or investigation not present in the personnel file may be used in future investigations, corrective actions, or disciplinary actions

Failure to allow the right of due process shall permit any possible legal action allowed by law.

## **Article 6**

### **Performance Standards**

**Section 1:** The Employer is enabled to evaluate job performance of employees based on attendance, punctuality, conformance with the appearance standards, job knowledge, customer service, courtesy to all parties, and the satisfactory performance of the duties. Client comments, either oral or in writing, will also be taken into consideration. Evaluations are used to commend good performance and to address areas for improvement, if any. Formal evaluations will be written using the Employer's employee evaluation format, and may be done by the employee's shift/direct supervisor, the Deputy Project Manager (DPM) or the Project Manager (PM), as appropriate. Employees with no specific shift supervisor will be evaluated by the Shift Lieutenant, DPM, or PM. The employee is entitled to a copy of the evaluation. At the employee's option, minor disagreements or differing opinions may be addressed in an employee memorandum that will be attached to the evaluation. Such memoranda may explain, refute, or provide additional information or facts. The memorandum and the evaluation shall remain together.

**Section 2:** It is recognized that informal performance evaluations in the form of discussions and counseling are an ongoing management activity. Formal written performance evaluations are an Employer prerogative, and if implemented will be held once but no more than twice in a government contract year, except in the case of substandard performance addressed below in Section 3.

The performance evaluation will be discussed in private with the employee. The purpose of the performance evaluation is to inform the employee of the assessment of his/her performance including, but not limited to, those elements articulated in Section 1, above. Good performance will be commended, and performance areas needing improvement will be identified and discussed.

**Section 3:** An employee who receives a below standard rating will be given a period of up to three months to correct or improve those performance areas identified as deficient, after which a second performance evaluation will be conducted. If appropriate, the Employer will make

reasonable efforts to assist the employee in improving performance through additional training or counseling. An employee who cannot or will not improve identified deficiencies may be subject to disciplinary action, up to and including termination.

## **Article 7 Grievance & Arbitration**

### **Grievances**

**Section 1:** For the purpose of this Agreement, a grievance shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday, and holidays when used in this Article.

**Section 2:** The number of days provided for the presentation and processing of grievances in each step of this grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. Any grievance shall be considered null and void if not filed and processed by the Union, or the aggrieved employee, in strict accordance with the time limitations of this Article.

The time limits specified may be extended by written mutual agreement.

The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance.

The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed automatically to the next step of the grievance procedure.

No grievance may be filed or processed based upon facts or events, which have occurred or have been made known more than ten (10) business days before the grievance is reduced to writing.

**Section 3:** All grievances shall be presented and processed in accordance with the following procedures with the exception of discipline involving suspension or termination, which shall begin at Step 2. The following steps comprise the grievance procedure:

**Step 1:**

Any employee having a complaint, or an employee designated by a group of employees having a complaint, shall discuss the complaint with the appropriate supervisor. A Union representative may accompany the employee if the employee so desires. The supervisor shall answer the complaint in writing or orally within five (5) business days.

**Step 2:**

If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and presented to the Project Manager within five (5) business days from the date on which the supervisor's answer to the Step 1 complaint was received. The written grievance shall be signed by the grieving employee, unless it is a group grievance and the signature of the filing Steward shall be accepted, and shall set forth the nature of the grievance, including an appropriate justification for redress, and the adjustment sought. The employee, the Union representative and the Project Manager (or his/her designee) shall meet to discuss the grievance. The Project Manager (or his/her designee) shall give a written decision to the grievant within five (5) business days after the receipt of the grievance.

**Step 3:**

If the grievance is not resolved at Step 2, the Union must refer the grievance to the Deputy General Manager (DGM), Washington Operations within five (5) business days after the completion of Step 2. The DGM (or his/her designee) will meet with the grievant and the Union representative to discuss the grievance. The DGM (or his/her designee) shall give a written decision to the union representative within five (5) business days after receipt of the grievance.

**Step 4:**

Except as limited below, any grievance not resolved at Step 3 may be submitted to arbitration by the Union by submitting a written request to the other party within ten (10) business days after receipt of the Step 3 response. Service of a request for

arbitration upon the Employer must be made to the Corporate Director of Labor Relations.

Only the Union (i.e., no individual grievant) may move a grievance to Step 4

The Union shall have the right to file a group grievance or grievances involving two (2) or more employees at Step 2 of the grievance procedure within ten (10) business days of the event giving rise to the grievance.

#### **Arbitration**

**Section 4:** Following a timely written request for submission to arbitration, the moving party shall have the responsibility for obtaining a seven (7) panel list of potential Arbitrators the list from the Federal Mediation and Conciliation Service (FMCS). Once received, the Employer and the Union shall meet and alternatively strike from names from the panel until an Arbitrator has been selected. Either party shall have the one-time right to reject a panel. In the event a panel is rejected, the party rejecting the panel shall have the responsibility for obtaining a new panel.

(a) At the time of the arbitration hearing, both parties shall have the right to examine and cross-examine witnesses, present documents into evidence and a written record of the proceedings shall be made upon the request of either or both parties. The party requesting information will pay costs.

(b) 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.

(c) The arbitrator's fee and expenses, including the cost of any hearing room shall be borne by both parties in equal amounts. The Employer, or Union, shall not pay the expenses and compensation of any witness or other participant. Any other expenses shall be borne by the party incurring such expenses. The party moving the matter to arbitration shall have the responsibility of proposing a neutral location for the matter to be heard. Once agreement is reached on the location, the same party shall have the responsibility for making the necessary reservation(s).

(d) The arbitrator shall have no power to: add to, subtract from, alter, or in any way modify the terms of this Agreement; establish or modify any wage rate; construe this Agreement to limit Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; substitute his/her judgment for that of the Client regarding a determination or request of the Department of Justice, the contracting officer or other official of the Client.

(e) The arbitrator shall render a decision within 60 days following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received). Any award of reinstatement (including back pay) shall be subject to the Client permitting the employee to return to work.

## **Article 8**

### **No Strikes/Lockouts**

**Section 1:** So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

**Section 2:** Any employee who violates the proscriptions of this provision will be subject to disciplinary action, to include termination. 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 3:** During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

**Article 9**  
**Hours of Work, Lunch, Sign-In/Out, Callback, & Overtime**

**Section 1:** The workweek begins on Monday at 0001 hours and ends on the following Sunday at 2400 hours. A regular workweek for full-time employees excluding lunch periods, and consisting of thirty-two (32) hours or more shall constitute a normal workweek.

**Section 2:** In the event of an unexpected closure of the federal government due to severe weather or other regional events, the Employer agrees to pay straight time "lost wages" for all hours scheduled but not worked due to the closure. This applies only to those bargaining unit employees who were scheduled for contract post hours (not TAS hours) during the closure based on the last official work schedule as approved by the Project Manager. Employees must report for scheduled duty in order to be paid for all hours worked and for those missed due to being released from duty. Any employee who reports for work and is sent home under this article will receive four (4) hours of standby pay, which is calculated towards overtime and the balance of the scheduled hours as lost time which is not calculated towards overtime. Additionally:

- (a) If an employee calls off or does not report for duty as scheduled he/she will not be paid for lost hours. An employee directed by management not to report will be paid for lost hours as scheduled. However employees unable to report shall be allowed to use unscheduled PTO or Vacation Hours and it will not count towards call-offs or missing work time scheduled.
- (b) This would not apply to closures that result in the Employer being required to reduce the DOJ invoice by the number of hours not worked. In that scenario, the Employer would not be required to pay any "lost wages" to bargaining unit employees for time lost due to the government closure.
- (c) Because "lost wage" payments are not based on actual hours worked, they will not be counted toward overtime.

**Section 3:** Full-time employees shall receive an unpaid/uninterrupted lunch period of thirty (30) minutes when operationally feasible. Employee's who meet either of the following conditions will be compensated .5 hours for lunch:

- (a) Employee's designated by the Department of Justice as "rovers," "patrol,"

"roving patrol," or "self-relieving."

(b) Employee's who are not completely relieved of their duties during the lunch break. This does not include employees required to take breaks in a particular location, or employees who have to remain in full uniform during the break. It only applies to those employees who have operational duties during the lunch break as assigned by the Employer. Employees cannot opt out of lunch breaks if staffing levels afford proper relief. Paid relief breaks (fifteen (15) minutes for each four (4) hours of scheduled work) will be given when operationally feasible. Employees will be compensated for all missed breaks (.25 for relief breaks and .5 hrs for meal breaks). Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Client. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. The regular workday includes guard mount. Part-time employees are expected to work at least sixteen (16) hours but not to exceed 32 hours per week. Abusers of this policy may be subjected to disciplinary action, up to and including termination of employment.

**Section 4:** An overtime rate of one and one-half (1 ½) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week. Actual time worked for the purpose of computing overtime does not include hours in non-work status (such as vacation, holiday, or paid leave of absence).

**Section 5:** Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

**Section 6:** Overtime will be distributed as equitably as possible using one overtime seniority roster.

**Section 7:** The Employer shall determine hours of work for part-time employees. Failure to be available to accept assignments when not excused by a supervisor for reasonable and good cause shall be grounds for discipline up to and including termination of employment.

**Section 8:** The Employer will provide the Union with at least thirty (30) days prior notice if employees will be required to use an electronic sign in/out attendance system for timekeeping purposes.

**Section 9:** When the Employer requires a gear up and a gear down period prior to and after any work shift, the time spent in such activities shall be considered as time worked. This time usually referred to as "roll call" or "guard mount," may not exceed thirty (30) minutes. All guard mount time will be counted towards calculations of overtime.

**Section 10:** The Employer may reschedule an employee's meal period during the workday when operational needs preclude relieving the employee of work related duties, provided that any rescheduled meal period shall not be within the first or last hour of shift when operationally feasible.

**Section 11:** Callback applies to an employee who is called back to a Client facility or designated work site after completing a shift. An employee called back to the facility/work site to work additional hours, shall be paid for the time actually worked upon return to the facility/work site, or a minimum of four (4) hours, whichever is greater. Callback time, when actually worked, is considered time worked for the purpose of calculating hours of overtime.

**Section 12:** Officers who are released upon arrival due to over-staffing (defined as no JPSO post available anywhere on the contract) not to include stand-by officers, will receive 4 hours straight time pay. Where there are other vacant posts, the on-duty supervisor retains the right to assign a JPSO to that vacant post(s) on the current shift.

**Section 13:** All employees will provide the Employer with a viable working phone number and address that may be assessable to the Employer for any work related purpose.

## **Article 10**

### **Wages**

The hourly rate for all work or duties (i.e. range time, physicals and deputation and any other related to JPSO duties) is set forth in Appendix A. Employees shall be paid every two (2) weeks on Friday, prior to close of business, twenty-six (26) times per calendar year.

**Article 11**  
**Health & Welfare**

**Section 1:** The Employer will provide a Health & Welfare allowance, calculated using the rates below, times all compensated hours up to forty (40) hours per week, not to exceed a maximum of 2,080 hours per calendar year.

Current	October 1, 2015	October 1, 2016	October 1, 2017
\$4.25	\$4.75	\$5.00	\$5.25

**Section 2:** Employee's may elect to enroll in the Employer's Group Health Plans for themselves and eligible dependents. Employees may opt out of the Employer's Group Health Plan by providing proof of enrollment in another (other) group medical plan. Employees, who opt out of the Employers Group Health Plan, shall have their H&W allowance deposited into the Employer 401(k) Plan. There shall be no Employer match for these contributions. Under no circumstances will the H&W allowance be paid as cash.

**Section 3:** It is agreed that the Union may propose an alternative Union sponsored health plan package to the Employer no less than 60 days prior to the commencement of the annual open enrollment period. In the event it is agreed to allow employees to move to the Union's plan, the entire workforce must participate; there may only be one plan chosen each year.

**Section 4:** In the event that the premium rate(s) required by the elected coverage's of an employee are greater than the H&W allowance provided for in section 1 above, the Employer agrees to deduct from an employee's wages the amounts necessary to meet the premium requirement(s).

**Section 5:** Any balance of the H&W allowance remaining after the premiums for elected benefits have been deducted will be deposited into the Employer 401(k) Plan.

**Section 6:** The Employer's group health plans renew on an annual basis. Employee contributions may increase/decrease accordingly.

**Section 7:** Any employee who goes out on a leave of absence, except Military Leave of

Absence, shall continue to make their premium payments during the period of the absence. Consistent with federal law, it is understood that in the event an employee fails to make their premium payments, the Employer shall cancel coverage(s). Insurance coverage(s) for those employees on Military Leave of Absence shall be governed by federal law.

**Section 8:** Part-time employees are not eligible for enrollment in the Employer's Group Health Plans; their Health & Welfare allowance shall be contributed into the employee's 401(k) Savings Plan.

**Section 9:** Employees will be covered in accordance with the provision of the Plan. Coverage shall be in the following amounts:

Full-time Employees	\$50,000
Part-time Employees	\$10,000

**401(k) Plan**

**Section 10:** The Employer will contribute 4% of the employee's hourly wage to the Centerra Group, LLC 401(k) Plan for all employees, for all compensable hours not to exceed forty (40) hours per week, or a maximum of 2080 hours per calendar year, provided the employee contributes at least 4% of his hourly wage to the plan as well.

**Section 11:** All other terms and conditions are outlined in the Plan document and not subject to the provisions of Article 7 of this Agreement.

## **Article 12 Vacation**

**Section 1:** Eligible full-time employees' annual vacation shall be calculated in accordance with the following schedule:

<b>After One (1) Year</b> 80 Hours	<b>After Three (3) Years</b> 120 Hours	<b>After Ten (10) Years</b> 160 Hours
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**Section 2:** Length of service includes the entire span of continuous service as a JPSO with the present contractor or previous contractor of the Department of Justice contract in the performance of JPSO responsibilities.

**Section 3:** Eligible part-time employees shall be entitled to vacation pay as set forth above, but on a pro-rated basis as calculated by the percentage of hours worked the prior year as compared to 2080 hours.

**Section 4:** Seniority shall control eligibility for granting vacation periods when two or more employees have requested leave for the same time period and they submitted their leave requests on the same date.

**Section 5:** As schedules and operational needs permit, an employee shall be allowed to take any amount of paid vacation time available or due. Employer shall make reasonable efforts to accommodate an employee's request.

**Section 6:** By mutual agreement between an employee and the supervisor, paid vacation may be taken in non-consecutive days.

**Section 7:** Should an employee suffer a death in the immediate family (as defined in Article 14) during a period of paid vacation, the employee shall be permitted to substitute bereavement leave for paid vacation.

**Section 8:** Vacation shall be used during the twelve (12) month period immediately

following the year in which it was earned, (i.e., in the twelve (12) month period subsequent to the employee's anniversary date and prior to his/her next anniversary date). Employees are strongly encouraged to use vacation earned to permit the rest and recreation it provides. Employees must take at least 50% of vacation earned. In addition, employees may be paid for vacation in lieu of taking it during the anniversary year, but the amount paid out shall be cashed out after the employee's anniversary date, within one (1) pay period. When an employee submits an application for vacation the application will be processed and returned to the employee within the next work cycle (4-7 days)

**Section 9:** The Employer will permit the maximum amount of personnel off at any one time for vacation that permits the Employer to sustain operation/requirements without the use of overtime. The Employer will recognize unit seniority for time conflicts when scheduling Employees for vacation. The final allocation of vacation periods shall rest exclusively with the Employer in order to ensure orderly and efficient operations and meet Government contract requirements. The Employer will not deny vacation requests when the Employee gives a minimum of seven (7) days' notice, and when it is possible to meet operational commitments without incurring overtime.

**Section 10:** Employees may request vacation to be used January 1<sup>st</sup> through June 30<sup>th</sup> beginning October 1<sup>st</sup> of the previous year. Vacations to be used July 1<sup>st</sup> through December 31<sup>st</sup> beginning April 1<sup>st</sup>. Employees may request open dates as long as they are made seven (7) days in advance. Employee vacation requests will be awarded based on date and time received and then by seniority.

## **Article 13 Holidays**

**Section 1:** The Employer, under this Agreement shall observe the following days as holidays in compliance with federal law as to the actual day and date of observation:

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

In addition, the following will be observed:

- (a) Inauguration Day (every fourth year in the Washington DC metro area) and after approval by the Contracting Officer
- (b) Death of a current or past President- Observance by Executive Order and after approval by the Contracting Officer.
- (c) Any day the President designates a paid Holiday for the employees of the Federal government and after approval of the Contracting Officer.

**Section 2:** A full-time employee who is not required to work on a holiday shall be paid 8 hours of holiday pay at his/her base hourly straight time rate, if the employee has been in paid status (e.g. paid leave or work status) in the week of the holiday, and if in work status worked his/her scheduled day of work both preceding and following the holiday unless reasonably excused.

**Section 3:** Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay.

**Section 4:** An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit holiday pay. In order to receive pay for holiday, the employee must meet the requirements in Section 2.

**Section 5:** Part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid prorated to the full-time benefit based on their previous week's hours of work divided by forty (40). Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the previous week's hours of work.

## **Article 14 Types of Leave**

### **Section 1: General Provisions**

Any employee who is unable to report to work shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift. The Employer may require proof of justification of absence.

### **Section 2: PTO (Paid Time Off)**

Full-time employees shall accrue not less than one (1) hour of PTO for every thirty-seven (37) hours worked not to exceed eighty-four (84) hours annually. An employee must request to use these accrued days in advance and must receive approval by the employee's immediate supervisor. The use of PTO will be granted based upon Employer's operational needs. For extended (after three (3) or more consecutive days) absences, a medical certificate may be required and in the event of an injury (at or away from work) causes the absence; a medical certificate may be required. Accrued and unused PTO leave is for personal and sick leave.

Unused PTO leave may be paid out at the end of the calendar year (December 31<sup>st</sup>) as follows: Fifty percent (50%) may be paid out to the employee and the remainder carried over at the end of each calendar year. Any hours already accrued prior to October 1, 2011 will not be paid out but will continue to be accumulated to a maximum of 240 hours.

Part-time employees receive PTO pro-rated based on the number of hours worked. PTO days will be paid out based on your regularly scheduled straight time hours.

### **Section 3: Bereavement Leave**

Full-time employees shall be entitled three (3) shifts of paid bereavement leave for the appropriate hours scheduled per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, spouse's grandparents, or grandchild. The Employer may require proof of funeral (copy of obituary or information given at funeral home/Church) The employee must provide his Supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the

need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

If a death in the immediate family occurs among a member of the immediate family who resides more than three hundred (300) miles from the employees' residence, the employee shall be entitled to five (5) shifts paid leave for the appropriate hours scheduled of absence at the employee's straight-time rate of pay.

#### **Section 4: Jury Duty**

All employees shall be entitled to receive up to three (3) shifts of paid leave at the appropriate hours scheduled per Government contract year for purposes of serving required jury duty.

In order to receive payment, the Employee must have been scheduled to work and must provide a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service and show proof that the employee actually reported and was chosen to serve or was dismissed from serving. Employer will make a good faith effort to compensate Employees on their next paycheck. All time lost will be recoverable up to three shifts.

#### **Section 5: Administrative or Legal Proceedings**

When an employee is attending administrative or legal proceedings as directed by the Employer, but not by the Union, or is subpoenaed by the Employer to appear as a witness in an administrative or legal proceeding, the employee shall be granted time-off without loss of straight time pay. An employee subpoenaed by a State, Federal or a political subdivision thereof when the State, Federal or political subdivision is prosecuting a person for an offense which the employee witnessed, by virtue of being on Employer or client premises or work related areas during scheduled work hours, shall be granted time off without loss of straight time pay for actual time spent in the proceedings. Employee shall be paid only after a determination that attendance is job related. If attendance at such proceedings is out of the Metropolitan area, the employees shall be paid travel expenses in accordance with the Employer's travel policy.

**Section 6: Voting (unpaid)**

The Employer and the Union encourage employees to fulfill their civic responsibilities by voting in elections. Employees are encouraged to vote early when/where possible. Employees who choose to vote are required to notify their supervisor of any schedule conflict. Work schedules will be adjusted to accommodate employees' voting whenever possible. The Union understands that voting locations are generally open in excess of 12 hours on Election Day and that voting can take place prior to or after scheduled work.

## **Article 15 Leaves of Absence**

### **Section 1: Personal Leave**

Unpaid personal leaves of absences not to exceed thirty (30) calendar days may be granted at the sole discretion of the Employer without loss of seniority providing operational mission is not jeopardized. Employees must use all earned paid leave first before utilizing unpaid PTO leave period.

### **Section 2: Medical Leave**

In accordance with Employer policy, an unpaid medical leave of absence will be granted for a total of 16 weeks to employees who are not eligible for leave in accordance with the Family and Medical Leave Act (FMLA) leave because they have not met the length of service and hours of work requirements. The employee must present medical certification from his/her healthcare provider and the certification must state the date on which the health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition and that the employee cannot perform the functions of his/her job. If the leave is foreseeable, the medical certification should be provided before the leave begins. The employee must submit a fitness for full duty certification from his/her medical doctor before being returned to duty. The employee's health benefits will be continued under the same conditions that applied before leave commenced.

### **Section 3: Military Leave**

Military leave will be provided the employees in compliance with the Uniformed Service Employment and Reemployment Rights Act (USERRA) and any other applicable federal and state laws.

### **Section 4: Family Medical Leave Act (FMLA)**

Employees who are eligible for leave in accordance with the FMLA will have said leaves administered in a manner consistent with the Act and any other applicable law. The 12-month period during which an employee may take FMLA leave is calculated using the "rolling" method. Under this method the 12-month period is measured backward from the date the employee uses leave. The employee must use all of his/her earned paid leave while on FMLA

leave and the paid leave will run concurrently with the unpaid FMLA leave. The employee's health benefits will be continued under the same conditions that applied before leave commenced.

**Section 5:** Any request for a leave of absence shall be submitted in writing at least ten (10) business days prior to the date such leave shall take effect, except in case of emergency, and shall include:

- (a) The reasons for such leave;
- (b) The estimated date of return to work; and
- (c) The effective date of such leave.

The written request for a leave of absence shall be submitted through the management chain to the employee's Project Manager or his designee for review and disposition.

If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

Extensions of a personal leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) business days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.

**Section 6:** All leaves of absences shall be subject to the following general provisions:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 21 of this Agreement.
- (b) Any employee who receives a personal leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such personal leaves shall be without payroll compensation or benefits unless the employee is eligible for PTO time under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

## **Article16**

### **Physical Examinations**

The Employer shall pay for all physical/medical examinations that are required as a new hire or if required by the Employer at Employer designated clinic(s) or physicians. 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 provided such lab or physician shall be board certified and follow the Department of Transportation standard on chain of custody. This time will be considered work hours and paid a minimum of two (2) hours pay, if completed off duty. If the examination should exceed two (2) hours, the employee shall be paid for all additional time consumed for the examination.

The Employer's Drug & Alcohol Policy is attached hereto as Appendix B.

## **Article 17 Union Security**

**Section 1:** An employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30<sup>th</sup>) day following employment, whichever is later. Also as a condition of continued employment, an employee shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement. Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the employee, and the Employer will not be required to discharge that employee.

(a) An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

(b) The Employer will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card provided by the Union. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or

payments. Funds deducted with a monthly summary shall be remitted to the Secretary-Treasurer of the International Union, by the 15<sup>th</sup> day of the month for the preceding month

(c) The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15<sup>th</sup>) of the month proceeding the date that deductions are to be made.

(d) Upon timely demand received from the Employer, the Union agrees to represent and indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

**Section 2: Hold Harmless**

The Union agrees to indemnify and save the Employer harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of this Article.

**Section 3: Dues Payment:**

The Employer will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the Union on the 15<sup>th</sup> of the following month the deductions were 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 hold the Employer harmless from any action or actions growing out of these deductions commenced by an Employee against the Employer, and assume 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.

## **Article 18**

### **Leave for Union Business**

**Section 1:** An unpaid leave of absence for a period not to exceed twelve (12) months with no loss of seniority shall be granted to employees in order to accept a full-time position with the Union. To be reinstated, the employees must meet contract qualifications.

**Section 2:** A short term Union leave (without pay) may be granted to an employee to attend International Constitutional Conventions, Regional and/or State Conferences, etc. providing that no more than two (2) employees shall be granted this type of leave at the same time. The Union shall provide the Employer, in writing, two weeks in advance, the request for such leave. Leave requests may be denied, if coverage is not available without the Employer incurring overtime and/or the release will impair the Employer's contractual obligations. Such leave shall not exceed a total of five (5) days per contract year.

## **Article 19**

### **Transfer, Layoff, & Recall**

**Section 1:** Whenever it is necessary to lay off employees or in the event the Employer's contract(s) for providing security services for the Department of Justice is terminated, not extended, or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- (a) Probationary employees;
- (b) Part-time employees in the inverse order of their seniority;
- (c) Should it be necessary to further reduce the full-time work force, employees shall be laid off in the inverse order of their seniority;
- (d) Certified Controllers who actively hold the position will be laid off within their own Seniority list for purposes of layoff only.

Whenever the employer decides a layoff is necessary, it shall notify the Union 10 days in advance of any layoff whenever possible.

**Section 2:** Employees who have been laid-off will be recalled to work in the reverse order in which they were laid-off or transferred. Should an employee be transferred to another location within the Employer's other sites in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

**Section 3:** Laid-off employees will be recalled in accordance with this Agreement to available position within the unit up to one year, before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if applicable. Laid-off employees declining recalls to their "home location" will be deemed as voluntary termination of employment. Laid-off employees are not eligible for any compensation (other than required unemployment compensation) from the Employer, if they are deemed eligible by the agency.

## **Article 20 Probationary Period**

### **Section 1: General Conditions**

- (a) Newly hired employees shall be regarded as probationary for a period of ninety (90) days commencing on the first day of actual work on the contract.
- (b) Time on leave, with or without pay, is not considered as qualifying service for the completion of the probationary period.
- (c) During the probationary period an employees' work performance and general suitability for employment will be evaluated.
- (d) During the 90 day probationary period employees are not allowed to bid on posts.

### **Section 2: Extension of Probationary Period**

The Employer may choose to extend an employee's probationary period for cause. Such an extension shall be for a specific period of time not to exceed thirty (30) days. The Union will be notified if this extension is to occur.

### **Section 3: Completion of Probation**

Upon successful completion of the probationary period, employees shall be placed on the seniority list and given a seniority date which is retroactive to the employee's most recent date of hire.

### **Section 4: Release during Probationary Period**

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the Employer. This is not grievable.

## **Article 21 Seniority**

**Section 1:** Seniority shall be the length of continuous service from the employee's last date of hire as a Justice Protective Service Officer for the Employer or a predecessor federal contractor to the Employer providing said service for the Department of Justice. Seniority shall not accrue until the employee has successfully completed his probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, and post assignments that are subject to bid

**Section 2:** One seniority list shall be maintained. This list shall be maintained by the Employer and made available to the Union upon request.

**Section 3:** Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name. The Employer shall be entitled to rely upon the last known address shown in the employee's official records.

**Section 4:** The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) The employee is laid off for a continuous period of three hundred sixty-six (366) days;
- (b) Does not respond after 7 days of recall notice; and/or
- (c) Voluntarily terminates.

**Section 5:** Any bargaining unit employee who is transferred to a non-bargaining unit position (including those prior to the effective date of this Agreement) and is later returned to the bargaining unit, shall be credited with all seniority, minus time spent in the non-bargaining unit position. The affected employee(s) must return for one (1) bid cycle before being eligible to bid on an open post.

**Section 6:** Seniority is intended to be the governing method for determination of any and all advantages throughout the Agreement.

## **Article 22**

### **Post Assignment Opportunities**

**Section 1:** Should a vacancy occur in a regular position covered by this agreement, the filling of the vacancy shall be by seniority. The Employer reserves the right to fill the position in an emergency situation.

**Section 2:** Any employee who wishes to apply for the open position shall do so in writing during the posting period. The Employer will consider all applications received, and will fill the position in the best interest of its operations and the needs and approval of the Government. All vacant positions will be bid on a regular shift bids held in the months of March, June, September and December. Preference will be given for seniority to qualified employees applying for the position.

**Section 3:** In the interest of maintaining continuity of operations, the Employer may temporarily (60 days) assign an employee to a vacant or new position until the job is filled according to this Article.

**Section 4:** Once an employee is awarded a post he will remain in that post for a minimum of ninety (90) days before applying for another post and shall hold this post until they bid and win another post or the Government requires them to be moved.

**Section 5:** During an approved leave of absence, including military leave, workers compensation, FMLA, or disability an employees' post would be maintained up to a period of 52 weeks. During this period the post would be filled on a temporary basis, based on seniority, by employees not assigned to a bid post. At the next scheduled post bid, the most senior qualified officer who bids would then be awarded the post.

**Section 6:** When the Client or the Employer eliminates a post, the affected officer will select an available post temporarily until the next bid occurs. If the eliminated post affects more than one officer the temporary selection will be in seniority order.

**Section 7:** When the Employer changes the terms of any awarded posts, such as reduction in hours, additional hours, or changes to the days of rest, the affected officer has the option of maintaining the awarded post or participating in the next scheduled post bid, even if the officer bid into said post within 90 day period.

**Section 8:** Employees who are designated as Acting Sergeants for more than 50% of any six (6) month period shall be promoted to Sergeant.

## **Article 23 Training**

**Section 1:** The Union and the Employer understand and agree that the employees will be available to attend training programs and seminars that the Employer, from time-to-time, may offer in order to improve the services offered, as well as the skills of the employees. The Employer shall pay for the training programs if mandated by the Employer. This time will be considered work hours and the Employee shall be paid a minimum of two (2) hours pay. If the training should exceed two (2) hours, the employee shall be paid for all additional time consumed for the training.

**Section 2:** A training day is considered the same as a scheduled work day. Employees who are not available for scheduled training will make-up said training at the time and place identified by the Employer.

**Article 24**  
**Uniforms, Protective Clothing, Tools, & Equipment**

**Section 1:** Uniforms and duty gear will be provided by the Employer. In addition, clothing shall include uniforms for foul and cold weather temperatures. This gear should provide protection and comfort to those officers who perform their duties outside and at all perimeter posts.

**Section 2:** Employee's will provide their own uniform work boot. However, the Employer has the right to reject the boot chosen by the employee if it does not meet the criteria for an acceptable boot per the terms of the Employers contract with the Government.

**Section 3:** Officers are required to report to work clean, well groomed, and with a neat appearance.

## **Article 25 Personnel Records**

**Section 1:** An employee, upon written request to the Employer, may review his master personnel file located at the Washington Operations headquarters. Another individual of the employee's choice may accompany the employee. The employee will be given a reasonable amount of time to review the file in the presence of an Employer representative.

**Section 2:** An employee's personnel file may contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the Employer.

**Section 3:** Copies of disciplinary action reports or similar reports, memoranda or letters shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such documentation shall be placed in his/her personnel file(s).

**Section 4:** Disciplinary action reports or similar reports, memoranda or letters shall be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a one (1) year period. Counseling memoranda and/or written records of discussion, in and of themselves are not considered disciplinary reports, nor are they grieved or arbitrated.

**Section 5:** Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source.

**Article 26**  
**Obligations under Government Contracting**

**Section 1:** The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will hereto meet and confer with regard to the affects, if any, of the deviation necessitated by the Government's directive. A copy of any written directive covered by this provision shall be provided to the Union.

**Section 2:** A copy of any notice of removal resulting at the request of the Client shall be provided to the Union President or designee. In the event the Client makes such a request resulting in the employee's removal from working under the contract, the employee shall have the right to submit a written rebuttal or appeal thereto, in accordance with the Client's procedures, should such an appeal process exist.

**Article 27**  
**Shop Stewards**

The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity. Shop Stewards shall be appointed by the Union. The Union shall provide a list to be posted on the Union bulletin board at each location.

**Article 28**  
**Labor Management Committee**

The Parties shall continue to participate in the joint Labor Management Committee. The purpose of this committee is to discuss safety, improve communication, enhance services provided to the Client, and foster a mutually beneficial relationship between the parties. This committee will meet quarterly, or as needed. Each party shall appoint its own representatives.

This forum shall not be used to discuss open grievances or arbitrations.

**Article 29**  
**Successors & Assigns**

This Agreement shall be binding upon the parties hereto, their successors, and assigns, representatives, executors, agents, and administrators, and shall apply to the locations presently existing under the Employer's contract with the Government. New or replacement facilities at which the Employer provides security services under its contract with the Client, shall be deemed additions to the existing bargaining unit, as long as the scope of work is similar to that which is currently provided.

## **Article 30 General Provisions**

**Section 1:** Neither Union officials nor Union members shall, during working time (excluding 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.

**Section 2:** The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's contract with the Government and the Employer's policies as in effect from time to time.

**Section 3:** Work schedules will be posted a minimum of 10 business days in advance. However, it is understood that the Employer, from time to time, has to make changes less than 10 business days in order to meet operational requirements. Employees will be notified when there is a last minute change. No employee will be disciplined if not properly notified.

**Section 4:** Each officer is responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.

**Section 5:** Whenever possible a bulletin board will be provided which may be used by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and restricted to:

- (a) Notices of union recreational and social affairs;
- (b) Notices of union elections and nomination sheets for union officer elections;
- (c) Notices of union appointments and results of union elections;
- (d) Notices of union meetings;
- (e) Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information; and
- (f) Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer.

**Section 6:** Regardless of daylight savings time, officers shall be paid for actual hours worked.

**Article 31**  
**Partial Invalidity**

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

## **Article 32**

### **Entire Agreement & Amendments**

**Section 1:** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement.

**Section 2:** This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

**Section 3:** This Agreement can only be modified or be re-negotiated by the express written and signed agreement of both parties, to address only specific article(s) of concern. The concern(s) will be included in the signed agreement.

### **Article 33 Duration of Agreement**

**Section 1:** This Agreement shall remain in full force and effect from June 1, 2015 to May 31, 2018. The Agreement may be modified or terminated only by the mutual consent of both parties. 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 and eighty (180) days prior to its expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new 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 both parties.

**Section 2:** If the Government cancels the contract in whole or part with the employer the union and the employer will agree to meet and discuss the impact on unit employees.

**Section 3:** This Agreement supersedes any and all prior agreements, past practices, and understandings between the parties.

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 THE EMPLOYER:**

\_\_\_\_\_  
Michael W. Goodwin, Director, Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Carruthers, Deputy General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Horch, Program Manager

\_\_\_\_\_  
Date

**FOR THE UNION:**

\_\_\_\_\_  
Don A. Bennett, President/Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary W. Hankins, Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Buresch, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn Kline, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelvin Combs, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randolph Copes, Jr./Treasurer/Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Mitchell, Sergeant at Arms

\_\_\_\_\_  
Date

## Appendix A Wages

**Section 1:** Hourly wages for Justice Protective Service Officers shall be paid in accordance with the following schedule:

Current	October 1, 2015 (1.66%)	October 1, 2016 (2.3%)	October 1, 2017 (2.56%)
\$30.00	\$30.50	\$31.20	\$32.00

**Section 2:** A \$0.50 shift differential will be paid not to exceed 12 hours per workday for personnel working the "Night" shift.

**Section 3:** A \$ 0.50 shift premium will be paid per hour for those employees working at MJB during regular business hours (excluding evenings, weekends, holidays, or when building is closed to the public).

**Section 4;** Certified Controllers who work in the Control Post shall have a \$0.50 shift premium per hour for all hours worked in the Control room.

**Section 5:** Probationary employees will receive 80% of the regular base wage while on probation.

## **Appendix B Drug & Alcohol Policy**

### **SCOPE AND PURPOSE:**

To establish a policy governing drugs and alcohol that complies with the provisions set forth in the Drug Free Workplace Act of 1988.

### **RESPONSIBILITY:**

The Headquarters Human Resources Department is responsible for providing guidance to Employer personnel who have questions or concerns relative to the use and/or abuse of alcohol, drugs, or other performance-impacting substances, drug use detection methods, and related programs. A violation of this policy may lead to termination of the government contract, suspension of payments, or debarment.

It is incumbent upon all managers to ensure that all persons involved in the applicant screening process review and assess the current use, sale or possession of narcotics, drugs or controlled substances by applicants to help ensure prudent hiring decisions; to monitor for compliance with Employer standards; and to interpret and administer the provisions of this policy in close coordination with Human Resources.

All employees must receive a copy of this policy and the signed policy receipt form must be retained in each employee's personnel file. When drug testing is required a description of the drug testing program in force should be provided to the employee.

### **POLICY:**

Any unlawful use, sale, distribution, manufacture, or possession of narcotics, drugs, inhalants, controlled substances or alcohol while on duty or on Employer property, except when undergoing prescribed medical treatment as stated below, shall be considered an offense subject to termination of employment.

Off-the-job use of substances or alcohol that adversely affects an employee's job performance or jeopardizes the safety of other employees, the public or Employer equipment is proper cause for administrative or disciplinary action up to and including termination of employment.

Illegal use, sale, distribution, manufacture, or possession of narcotics, drugs, or controlled substances at any time shall be proper cause for severe disciplinary action up to and including termination of employment.

Employees who believe, or have been informed, that their use of a legal drug, prescribed drug, or over-the-counter medication will affect job duties or present a safety risk must immediately report such drug use to their supervisor to ensure the safety of themselves, other employees, Employer property, and vehicles.

An applicant with a positive test result indicating the illegal use of drugs will be denied employment. A positive test result for an employee will constitute grounds for immediate dismissal. An employee's refusal to submit to an alcohol or drug screening when requested by the Employer will also constitute grounds for immediate dismissal.

Employees must notify Employer management of any conviction for a criminal drug violation within five days after such conviction. Any convictions of employees for drug related violations will be reported to the federal contracting agency within ten days of learning about such conviction.

## FOP Office Space Lease

This Lease Agreement (this "Lease") is dated June 1, 2015, by and between the Fraternal Order of Police DC Lodge #1 ("Landlord"), and SDM of America ("Tenant"). The parties agree as follows:

**PREMISES:** Landlord, in consideration of the lease payment provided in this Lease, leases to Tenant (1) ~ 130 square foot office room in the FOP DC Lodge (the "Premises") located at 711 4<sup>th</sup> Street, NW, Washington, DC 20001.

**TERM:** The lease term will begin on June 1, 2015 and will terminate on June 1, 2016.

**LEASE PAYMENT:** Tenant shall pay to Landlord monthly installments of \$800, payable in advance on the first day of each month, for a total lease payment of \$9,600. Lease payments shall be made to the Landlord at 711 4<sup>th</sup> Street, NW, Washington, DC 20001, payable to: FOP DC Lodge 1.

**POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Landlord promises to place Tenant in peaceful possession of the Office Space, and Tenant by taking possession of the Office Space, will have acknowledged that the Office Space are in satisfactory and acceptable condition.

**USE OF PREMISES:** Tenant may use the premises only for Business operations. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PARKING:** Tenant shall be entitled to use 0 parking space(s) for the parking of the Tenant, Tenant's customers, or Tenants guests motor vehicle(s).

**PROPERTY INSURANCE:** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance, which Landlord may reasonably require for the protection of the Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**MAINTENANCE:** Landlord shall have the responsibility to maintain the Premises in good repair at all times.

OTHER ATTACHMENT - LEASE

6 PAGES TOTAL

## **UTILITIES AND SERVICES:**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Water and Sewer
- Gas
- Heating
- Garbage and Trash Disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Janitorial Services
- Telephone Services
- Internet Services
- Personal Insurance for property within the leased Office Space

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges, and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**COMMON AREAS OF OFFICE SPACE:** During the term of this lease, Tenant shall not have use of common areas for itself, its employees, agents, customers, clients, invitees, and licensees, outside of its Office Space, without prior approval from Landlord.

All common areas shall be subject to the exclusive control and management of Landlord or any other persons or nominees that Landlord may have delegated or assigned to exercise management or control, in whole or in part, in Landlord's place and stead. Landlord shall have the right to close, if necessary, all or any portion of the common areas in need of repair, maintenance, or construction, or to maintain the safety of tenants or the general public. Landlord will maintain the common areas in a clean, orderly, and sanitary manner. Landlord is responsible for all repairs of the common areas, except those required by the negligence of Tenant or others entitled to the common areas.

Landlord and Landlord's nominees/assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas and the Office Space. Tenant shall fully and faithfully comply with and observe the rules and regulations for the common areas and the Building ("the Building Rules and Regulations"), of which the Leased Space is a part, including any additions or amendments to the Building Rules and Regulations that may be hereafter enacted by Landlord in Landlord's sole discretion.

**PEST CONTROL:** Tenant, at its sole expense, shall ensure a vermin and pest free environment on a regular basis. Extermination practices shall be conducted in all areas

where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made. Tenant shall notify Landlord of any uncontrollable pest problems immediately.

**JANITORIAL SERVICE:** The Tenant shall conduct regular janitorial service to the Leased Office Space at its sole expense.

**COVENANT AGAINST WASTE:** Tenant agrees that Tenant will not commit waste in or upon the Office Space or any portion thereof. The Tenant shall be responsible for the ventilation and cleanliness of the premises.

**TAXES:** Taxes attributable to the premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES:** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES:** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**TERMINATION UPON SALE OF PREMISES:** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS:** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER:** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS:** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES:** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES:** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees (if any), which Landlord may suffer or incur in connection with Tenant's possession, uses or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS:** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**QUIET ENJOYMENT:** Tenant shall not commit any waste upon the Office Space, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Office Space to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.

Nor shall Tenant use any apparatus, machinery or device in or on said Office Space that shall make any noise or cause any vibration that can be detected by other Tenants, or that shall in any way be a detriment to the Office Space.

Tenant further agrees that except for the tenant improvements contemplated in this Lease, Tenant will not install or construct within the Office Space electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Landlord.

**COMPLIANCE OF REGULATIONS:** Tenant shall promptly comply with all laws ordinance, requirements and regulations of the federal, state, country, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this

provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS:** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**ARBITRATION:** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**ASSIGNABILITY/SUBLETTING:** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonable withheld.

**NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Fraternal Order of Police DC Lodge #1  
711 4<sup>th</sup> Street, NW  
Washington, DC 20001

**TENANT:**

SDM of America

Either party may change such addresses from time to time by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of District of Columbia.

**ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

**SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT:** The provisions of this Lease shall be binding upon and insure to the benefit of both parties and their respective legal representatives, successors and assigns.

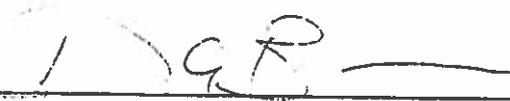
**LANDLORD:**

Fraternal Order of Police DC Lodge #1

By:  Date: 08/26/15  
President

Maccello N. Muzzatti  
Print Name

**TENANT:**  
SDM of America

By:  Date: 8-26-15  
Chairperson

Don A Bennett  
Print Name



ATTACHMENT - SAMPLE MEMBERSHIP  
CARD