

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WOLF CREEK FEDERAL SERVICES**

**AND THE**

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**

**LOCAL 274**



**Representing the**

**PROTECTIVE SECURITY OFFICERS**

**At Fort Greely Alaska**

**Effective: 12/17/18 through 12/16/21**

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## AGREEMENT

This Agreement becomes effective 12/17/18 and shall continue in full force and effect until midnight 12/16/21 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement.

In the event the U.S. Government herein referred to as the Client, terminates the current or any succeeding Service Contract Act Contract with the Company for security services in the Fort Greely Area under Contract# W9120-15-C0001 or successor under the service contract act, this Agreement will become null and void between the Union and Wolf Creek Federal Services Inc. and to the extent by controlling law, the economic portions of this Agreement will be binding onto the successor.

# ARTICLE 1

## RECOGNITION

### Section 1.01

The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment or other conditions of employment for all Access Control Officers as defined in Section 9 (b) (3) of the National Labor Relations Act, as amended, employed by the Company by contract# W91260-15-001 for security services in Fort Greely , and surrounding areas under NLRB Case19-RC- 166182, excluding all office clerical employees , professional employees, and supervisors as defined in the Act. A supervisor is an individual having authority in the interest of the employer, to hire, transfer, suspend, layoff, recall, demote, promote, assign, reward, or discipline and/or discharge employees for just cause.

### Section 1.02

The Company hereby recognizes the Union as the sole bargaining agency for all Access Control Officer employees who are now on the payroll and all such employees who in the future are employed and placed on the payroll by the Company; and shall negotiate with the accredited representatives thereof chosen by the Union for the purpose of settling any disputes which may arise concerning wages, rates of pay, working conditions , hours and any other conditions of employment and shall adjust grievances or complaints on any of these matters in the manner provided for in this Agreement.

### Section 1.03

In the event the Company adds to its present post within the contract# W91260-15-C0001 in the Fort Greely area during the term of this Agreement, unless otherwise mutually agreed to, the terms of this Agreement shall cover any such additions.

### Section 1.04

This Agreement shall be binding on any and all successors and assigns, who by purchase, lease, transfer of stock or merge, acquire control of the Company's operation or contract# W91260-15-C0001 awarded to, at Fort Greely.

Section 1.05

The Company will notify the Local Union President or Vice President of any new-hire training classes (as soon as the class schedule is known). The Company will coordinate with the Union so they may schedule and hold an orientation regarding Union business and where new-hire employees may ask questions of the Union. It is agreed that the Union orientation is not compensable by the Company.

## ARTICLE 2

### Fair Employment Practices

#### Section 2.01

Neither the employer nor the union shall discriminate against any employee on the basis of race, color, creed, sex, age, religion, nationality, union activity, veteran's status, or non-job-related handicap.

#### Section 2.02

The parties agree that this document uses terms that are gender specific (i.e., "he" or "her"), however, the application and use of such terms are not intended to discriminate or exclude any individual covered by this Agreement, but is intended to reduce redundancies in writing this document.

#### Section 2.03

The Company is a subsidiary of Chugach Alaska Corporation, an Alaska Native Regional Corporation, organized pursuant to the Alaska Native Claims Settlement Act of 1971. Public Law 93-683 allows Native corporations to practice preferential shareholder hire. It is an important goal of the Company to maximize employment opportunities for the Chugach Alaska shareholders by actively pursuing an affirmative shareholder hiring policy. The Union recognizes that the Company will give hiring preference to qualified Alaska Native shareholders to maximize employment opportunities for its shareholders.

## ARTICLE 3

### Union Membership and Check Off

#### Section 3.01

It is mutually agreed as a condition of employment, all employees covered by this agreement shall become members of the union after the thirtieth (30) day following the actual beginning of such employment, or the effective date of this agreement, whichever is the later; and that thereafter as a requisite of continued employment such employees including those presently members of the union, shall remain members in good standing in the union. Initiation fees and union dues shall be remitted to the financial officer of the local by the company.

#### Section 3.02

The union agrees to accept as a member upon application and without discrimination any new employee who may be hired by the employer for employment within the bargaining unit.

#### Section 3.03

The Check-Off Authorization Card to be executed and furnished to the company by the union and the employees shall be the official union **AUTHORIZATION FOR CHECK-OFF OF DUES**, a copy of which shall be attached and made part of this agreement is mutually agreed by the parties.

- A. All sums collected in accordance with such signed authorization cards shall be remitted to the Company to Financial Officer of Local 274 not later than the fifteenth (15) of the month subsequent to the month in which such sums were deducted by the company.
- B. The company shall furnish, with the monthly check, a list of all employees for whom deductions have been made.

#### Section 3.04

The union accepts full responsibility for the authenticity for each check-off card submitted by it to the company, and any authorization which are incomplete or in error shall be disregarded by the company, and shall be returned to the union for correction. The union agrees that, upon receipt of proper proof, it will refund any employees any deduction erroneously or illegally withheld from an employee's earnings by the company which has been transmitted to the union by the company. The union further agrees to indemnify the company and hold it

harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.

### Section 3.05

No deductions of union dues will be made from the wages of any employee who has not executed a check-off form or who is not in pay status. Upon returning to work, deductions will be resumed, provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

Collection of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the union, and will not be the subject of payroll deductions.

Deduction of membership dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount that after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

## CHECK-OFF AUTHORIZATION

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA INTERNATIONAL UNION, LOCAL NO

Pursuant to this authorization and assignment please deduct from my pay each month, and from my employment with the U.S. Government until the termination of my monthly dues and contributions (including National dues) as designated by the Financial Secretary/Treasurer of the Local Union.

The above payment will be remitted promptly by you to the Financial Secretary/Treasurer of the International Union United Government Security Officers or AmetICS, Local No.

This assignment and authorization shall be effective and cannot be rescinded for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the company and the U.S. Government, whichever occurs sooner.

I hereby voluntarily authorize the U.S. Government to deduct from my pay the amount of my dues and contributions as specified for the period above and for the period of one (1) year from such date I agree that this authorization and assignment shall become effective and shall not be canceled by me during any such year, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within the fifteen days following the termination date of any collective bargaining agreement between the Company and the Union during my employment if such date shall occur within one of the annual periods. Such notice of revocation shall become effective respectively the day following the month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary

# ARTICLE 4

## UNION REPRESENTATION

### Section 4.01

At the employees' request, employees covered by this Agreement shall be represented in the investigation, presentation and settlement of a grievance by a steward or elected official of the Union.

### Section 4.02

The Steward or Elected Official is employed to perform full-time work on the post to which each is assigned, upon proper relief; they may take reasonable time off during their regular working hours to represent employees in accordance with the provisions of this Agreement.

### Section 4.03

Upon proper authorization the Steward or Elected Official when leaving their post to perform the duties set forth, shall notify their supervisor that he/she is leaving post and the reason for such leaving. The Steward or Elected Official shall also notify the supervisor of the post, which they enter as his/her reason for entering. When finished of the duties as described in Section 4.01, they shall immediately notify their supervisor and return to work.

### Section 4.04

Upon authorization from Management of the Company, access to its premises during working hours will be given to the Union International Representative when necessary for the purpose of addressing Union business with Company Management.

### Section 4.05

The Company agrees to furnish statements, written material, or allegations upon the suspension of an employee to the Union for review. The company shall provide an officer being asked to write a statement the opportunity for union representation.

### Section 4.06

Either the Company or the Union may request a meeting to discuss any matters, exclusive or grievances, arising out of the application or interpretation of this Agreement. Thereafter, a meeting shall be held at a time and place mutually agreeable.

#### Section 4.07

The Local Union will furnish an updated list of all Union Officials as changes occur.

#### Section 4.08

The Employer shall allow two (2) Local Officials to attend conferences, conventions, quarterly meetings and negotiations upon request from the Local Union President with a minimum of 21 calendar days notice. If an approved leave for union business is cancelled by the employer due to operational necessity the employer will pay for the incurred costs of cancelation. The company shall approve or deny leave requests for union business within 7 calendar days. Time taken off for union business is taken without pay. (leave without pay)

#### Section 4.09

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Association meetings provided that a request is approved in advance by the facility manager, or designee. Requests will not be unreasonably denied.

#### Section 4.10

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere with the lawful relationship between any bargaining unit member and the Association. It will not in any manner attempt to restrain any bargaining unit member from belonging to the Association or from taking an active part in Association affairs, and it will not discriminate against any bargaining unit member because of Association membership or activity, upholding Association principles, or working under the instruction of the Association or serving on a committee, provided that such activity is not contrary to this Agreement.

#### Section 4.11

In order to promote a good working relationship between the union and management, labor management meetings shall be scheduled regularly.

## ARTICLE 5

### MANAGEMENT RIGHTS

#### Section 5.01

The Union recognizes that any and all rights concerned with the management of the business and the direction of work force are exclusively those of the Company. The Company retains all of its normal, inherent common law rights to manage the business, whether or not exercised, except as limited by, and consistent with the rights of the Union and its represented employees as set forth in this Agreement or as established by law, statutes, and government regulations. The rights of management shall include the right to: hire, assign, schedule, layoff, recall, promote, demote, transfer, suspend, discharge, or otherwise discipline employees for just cause; determine, establish, and implement terms and conditions of employment, determine establish or continue reasonable policies, practices, and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures in order to prevent any redundancy or duplication of work or for any other reason provided such rights and policies are not in conflict with any provision of this Agreement and do not abridge the rights and benefits of employees as conferred by this Agreement or otherwise; determine and select the uniform and equipment for its operations, including equipment for new operations; to determine the number of hours per day or week that operations shall be carried on; to establish day and night shifts, to set the hours of work and the number of employees for such shifts, and the Union must be notified prior to any changes thereof; and take any other measures which are reasonable and necessary for the orderly, efficient, and profitable operation of its business.

#### Section 5.02

The above paragraphs are recognized as the rights and functions of Management by the Union, but the Company agrees that the exercise of the Management functions will be in accordance with the terms and conditions of this Agreement and Agreements entered into the future with the Union.

## ARTICLE 6

### NO STRIKE OR LOCKOUT

#### Section 6.01

During the term of this Agreement, the Union agrees that it will not engage in any strike, work stoppage, slowdown, sit down, sympathy strike or any other work interruption or interference with or against the Company, directly or indirectly, for any reason,

#### Section 6.02

During the term of this agreement, the Company will not lock out employees.

## Article 7

### SENIORITY

#### Section 7.01

Seniority shall be defined as the total length of time spent by an employee with continuous service with the present contractor and all previous contractors at this site. Seniority on previous contracts shall be used in determining the applicable wages, fringe benefits, and leave schedules.

#### Section 7.02

An employee shall be regarded as a probationary employee for the first ninety (90) calendar days of his employment. During this period, the employee will be considered a Probationary Employee and there shall be no responsibility on the part of the Company to retain such employee on the payroll and the layoff or discharge of such employee shall not constitute the basis for a grievance against the Company.

#### Section 7.03

A probationary employee who has been laid off or discharged, and who is later re-hired after a period of one year from his separation date will begin a new probationary period upon his first day worked following such rehire.

#### Section 7.04

After an employee has completed ninety (90) calendar days of employment their name shall be placed on the Seniority List *in* accordance with their respective hire date, which shall constitute their seniority date.

#### Section 7.05

Seniority for employees who are hired on the same date will be *determined* by the date and then the time wherein the employee first stood post. The tie breaker would revert to the lower number (last 4 digits of the respective employees' social security number).

#### Section 7.06

A Seniority List will be furnished to the Union upon request.

Section 7.07

An employee shall lose their seniority for any of the following reasons:

- a.) An Employee quits
- b.) An Employee is discharged for just and proper cause.
- c.) An Employee is laid off for a period equal to his/her seniority and they had less than one (1) year of seniority with the Company at the time they were placed on layoff.
- d.) An Employee is laid off for a period of one (1) year.
- e.) An Employee fails to report to work within seven (7) workdays after written notice of recall following a layoff or after expiration of an authorized leave of absence.
- f.) An Employee retires
- g.) An Employee accepts employment elsewhere while on leave of absence.

Section 7.08

In the event it is determined that there will be a reduction in the work force, probationary employees shall be laid off before employees with seniority.

Section 7.09

Seniority shall be applied as specified by the terms and conditions of this Agreement.

Section 7.10

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

## ARTICLE 8

### EQUIPMENT

#### Section 8.01

Training, uniforms and equipment shall be provided in accordance with the Performance Work Statement (PWS). Replacement uniforms and equipment shall be provided as needed when they are worn out or cannot be repaired.

#### Section 8.02

Uniforms of proper fit and tailoring will be provided by the employer. In addition, boots appropriate (interior, exterior) shall be provided as requested.

#### Section 8.03

The company shall issue maternity uniforms, as requested, to women during their pregnancy. The company will place the order for the uniforms within 14 calendar days.

#### Section 8.04

Care of the equipment and uniforms (including cleaning) is the responsibility of the employee.

Access Control Officers (ACO) shall carry government provided weapons for self-defense in accordance with the PWS.

ACO shall be able to possess weapons under US law, (e.g., no violations of the Lautenberg Amendment, no felony convictions). Access Controller's must maintain a firearms license through the State of Alaska. Employee shall report any change in their status that would impact their authorization to carry a weapon immediately to the employer.

Revocation of the license, unauthorized weapons play or negligent discharge of a Government furnished weapon, are grounds for immediate termination.

## ARTICLE 9

### Lay Off and Recall

#### Section 9.01

In the event of a lay-off, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on lay-off and shall have no recall rights.

#### Section 9.02

Non-probationary employees shall be the next to be laid off on the basis of job classification seniority.

#### Section 9.03

When a vacancy arises, the employer shall recall employees in accordance with classification seniority.

#### Section 9.04

An employee shall continue to retain recalls rights for a twelve (12) month period or length of employment, whichever is less, commencing from the date of the lay-off.

## Article 10

### Grievance Procedure

#### Section 10.01

For the purpose of this Agreement, the word "grievance " means any dispute between the employer and the Union, or between the employer and any employee as to the meaning, application, or interpretation of the terms of this Agreement.

Probationary employees shall not have any rights under the grievance procedure.

#### Section 10.02

In order to be processed, all grievances must be presented at the first step within ten (10) calendar days after the date of the occurrence giving rise to the grievance or within ten (10) days after the employee knew or should have known. In the case of discharge, suspension or lay off the grievance shall be commenced at Step 2 of this procedure; and the written grievance shall be presented to the operations supervisor or his/her designee within ten (10) days after the date of the occurrence giving rise to the grievance.

#### Section 10.03-

##### **Step 1**

The employee shall meet with the captain to discuss the grievance. If the grievance is not resolved within three (3) calendar days of the meeting the grievance may be processed to Step 2.

##### **Step 2**

If the grievance is not resolved in Step 1, the grievance shall not later than ten (10) calendar days after the occurrence given rise to the grievance, be reduced to writing setting forth the facts, and specifying the Article and section/paragraph allegedly violated. The Steward shall then submit the grievance to the Deputy Program Manager or his/her designee. A meeting shall be arraigned within five (5) calendar days of the operations manager receipt of the written grievance. The meeting may be attended by the grievant, the Union Steward and the operations supervisor or his/her designee. The Deputy Program Manager shall give a written response to the grievance within five (5) calendar days after the Step 2 meeting.

### Step 3

If the grievance is not resolved in step 2, the grievance shall, not later than five (5) calendar days after the denial of the grievance by the operations supervisor or his/her designee, shall be submitted by the Union Local President or his/her designee to the Program Manager or his/her designee. A meeting shall be arraigned within seven (7) calendar days of the Program Manager or his/her designee receipt of the grievance. The meeting may be attended by the grievant, Steward, Local Union President or his/her designee and the Deputy Program Manager or his/her designee, and other employer representatives as may be needed. The Program Manager or his/her designee shall give the Union Local President or his/her designee a written response within ten (10) calendar days following the date of the meeting.

### Section 10.04

If the grievance is not resolved in Step 3, it will be reviewed by the UGSOA International Union President or his/her designee and the Operations Manager or his/her designee within fifteen (15) calendar days of the denial of the Employers Program Manager or his/her designee. A meeting or telephonic review between the above referenced parties may be held by mutual agreement.

### Section 10.05

Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to these time limitations. Failure of the company to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure. In any particular case, any time specification may be extended by mutual agreement between the employer and the Union, in writing.

### Section 10.06

Stewards will be permitted to participate in the grievance procedure as specified above during the employees scheduled workday, if requested by the employee.

# Article 11

## Arbitration Procedure

### Section 11.01

Grievances which have been processed in accordance with the requirements of Article 10 Grievance Procedure, and which remain unsettled may be processed to arbitration in accordance with the following procedures and limitations.

### Section 11.02

The Union, within twenty (20) calendar days after the denial of the Grievance by the employer's Operations Manager or his/her designee, will in writing, notify the employers Operations Manager or his/her designee of its intent to invoke arbitration; and the employer and the union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators to hear the case. A copy of this request will be sent to the Employer. This request will be made within five (5) calendar days after the failure of the parties to agree upon an arbitrator. An arbitrator will be selected from the list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one man remains, and this individual will be the arbitrator to hear the case.

### Section 11.03

The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross-examine the witness or witnesses of the other party.

### Section 11.04

The decision of the arbitrator shall be submitted, in writing, and shall be final and binding on all parties to the Agreement. Unless written authority is given, the decision shall be made within thirty (30) calendar days following the close of the hearing. Each party hear to shall bear expense of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by both parties.

Section 11.05

The arbitrator's authority shall be limited to finding a direct violation of the express purpose of the Contract provision or provisions in question rather than an implied or indirect purpose. The arbitrator cannot modify, amend, or detract from or alter the provisions of this Contract, nor substitute his/her judgment for that of management.

Section 11.06

Any time limit specification may be extended by mutual agreement between the employer and the Union, in writing.

## Article 12

### Drug and Alcohol Policy

#### Section 12.01

The Employer may, from time to time, a.) Randomly test any bargaining unit employee, b.) Test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, c.) Test any employee involved in any discharge of his or her weapon (except the gun range), any accident or any workplace injury, d.) Test any employee as part of their government required physical examination, or. Test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in the Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the Department of Health and Human Services, as amended from time to time, and in accordance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

#### Section 12.02

The Union and the Employer agree that there shall be a zero-tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

#### Section 12.03

The Union and the Company agree to abide by the Company's substance abuse policy.

#### Section 12.04

If a bargaining unit employee is required to take a random drug test the employee will be paid two (2) hours of pay at his/her regular straight-time hourly rate if the employee is not otherwise on duty and no time spent by the employee in connection with said random drug test shall be included for the purpose of determining overtime or calculating overtime pay.

## Article 13

### Government Requirements

#### Section 13.01

The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, or any other Government directive not mentioned herein.

#### Section 13.02

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures, (e.g., security clearances, medical, examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, and drug testing), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse from the Union or any employee against the Employer. However, it is agreed that the Employer and the Union will meet and bargain over the impacts and effects of any such change.

#### Section 13.03

The Employer agrees to provide the Union with a copy of such Government Directive upon request.

## Article 14

### Examinations

#### Section 14.01

Applicants, trainees and candidates for employment and employees may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapon test, specified by the Contract or Company policy or should the Employer have concerns regarding an employee's fitness for duty. At any time an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any company directed physical/medical/psychological or drug testing will be at the Company's expense.

## Article 15

### Bulletin Board

#### Section 15.01

The Employer shall provide the Union with a reasonable space on a Company bulletin board for the posting of official notices to the members of the bargaining unit. The parties agree that materials shall not be obscene, defamatory or political.

## Article 16

### General

#### Section 16.01

If any provision of the 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, but all other provisions or applications shall continue in full force and effect.

#### Section 16.02

Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications, (including weapons' certifications). The Company will pay all refresher training required hours the company deems necessary for the employee to complete weapons recertification.

#### Section 16.03

Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data, qualifications, experience and or references, or revelation detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting immediate discharge for cause.

#### Section 16.04

The employer and the union shall keep each other advised, in writing, of the names of the authorized representatives.

#### Section 16.05

Each employee is at all times 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 employee's last address on file.

Section 16.06

The employer agrees to provide the union with a list of new hires and terminations. This list will include the employee's name, address and phone number.

Section 16.07

Any non-probationary employee who is called for jury duty will be compensated by the Company for the straight time hours the employee was thereby required to lose from the regular work schedule, but not to exceed ten (10) eight (8) hour days, computed at the employee's established basic hourly wage rate. Fees paid the juror, while serving such jury duty, will be returned to the Company by the employee. Continuous service credit and duly established seniority privileges will accumulate during such leave.

Section 16.08

Access control officers that serve as a lead shall be paid as a lead.

Section 16.09

Vacant Lead Guard positions shall be posted. Any interested access control officer that has completed the new hire training prior to a lead position becoming available may submit an application. All applicants shall be interviewed and the best qualified applicant promoted.

## Article 17

### Discipline

#### Section 17.01

No employee who has completed the probationary period shall be suspended or discharged without just cause unless the employee is removed from working under the Contract by the Government, at the order or request of the Government, or if the employee's credentials are denied or withdrawn by the Government. The Company will provide the Union with a copy of such Government order or request.

#### Section 17.02

Subject to the foregoing, discipline shall be applied in the following manner:

#### **Level One (1) Offense(s):**

- 1.) With respect to a level one (1) offense, the employee will be given a verbal warning within fifteen (15) days after the Employer has actual knowledge of the offense.
- 2.) With respect any second (2) level 1 offense (whether same or different than any prior one (1) offense), the employee will be given a written warning within fifteen (15) days after the Employer has actual knowledge of the offense.
- 3.) With respect to any third (3) level 1 offense (whether the same or different than any prior level one (1) offense), the employee shall be suspended without pay for a period of up to three (3) days at the sole discretion of the Employer. The suspension must start within ten (10) days, (excluding vacations, Holidays, leave or other time off by the employee).
- 4.) With respect to any fourth (4) level one (1) offense, (whether the same or different than any prior level one (1) offense), the employee may be terminated, at the sole discretion of the Employer.

#### Section 17.03

A Level one (1) offense shall mean the following or equivalent offence:

- A) Allowing personal visitors or relatives on Government property while on duty without following all the guidelines and rules applicable for other visitors.

- a. B) Personal use of and/or Union use of Government telephones, copy machines, computers, networks, or other equipment.
- b. C) Any unexcused lateness to an assigned post.
- c. D) Unexcused failure to timely report for training or work as scheduled.
- d. E) Unexcused failure to timely report to an assigned duty post at the start or return from any break or lunch.
- e. F) Failure to call-off with less than two (2) hours' notice. Mitigating circumstances will be considered by the Employer.
- f. G) Violations of grooming standards.

NOTE: All Level one (1) offenses shall be removed from the employee's personnel file after one hundred eighty (180) days and will not be used in any further disciplinary proceedings.

Section 17.04

Subject to the foregoing, the following or equivalent offenses, shall subject an employee to immediate discharge:

**A. Level Two (2) Offense(s):**

- A) Abuse of Authority.
- B) Breach of security.
- C) Conduct which disparages the Government or its agents, of the reputation of the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under specific law.
  - i.
  - ii. D) Inappropriate conduct directed at or involving Government employees, members of the public using the federal facilities or employees of vendors, suppliers or service providers to the Government at or near the federal facilities, or while in uniform.
  - iii. E) Dishonesty
  - iv. F) Misappropriation of funds.

- G) Theft
- H) Assault while on duty.
- I) Intoxication or drinking on duty.
- J) Illegal use or possession of drugs and narcotics.
- K) Fighting on post or Government premises while on duty.
- L) Sleeping while on duty.
- M) Willful or negligent destruction of property.
- N) Criminal misconduct.
- O) Improper use of a firearm or possession of a firearm not issued or authorized by the Employer.
- P) Engaging in sexual harassment.
- Q) Violation of any zero tolerance policy described in this Agreement.

Section 17.05

This Article shall be strictly construed without consideration of any special circumstances or excuses of an affected employee and no exceptions shall be made from the provisions described in this Article. There will be no chances beyond the above provisions.

## Article 18

### Hours of Work/Overtime/ Training and Mileage

#### Section 18.01

Overtime pay is to be paid at the rate of one and one-half (1 and 1/2) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. A work day shall be defined as from 0001 hours until 2400 hours. The workweek shall begin at Monday at 00:01. Only hours actually worked shall be recognized in determine overtime eligibility. The Company shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of a Post assignment. An employee shall not work more than 16 hours consecutively , followed by a minimum of 8 hours off.

#### Section 18.02

Full time employees will be defined as employees who work thirty-two (32 hours or more per work week.

#### Section 18.03

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

#### Section 18.04

Overtime will be offered to employees in accordance with seniority, in the event that such overtime (i.e., work over 40 hours per work week) is required for reasons including but not limited to, an employee has failed to report for work, an employee has called in sick, or for other un-anticipatable reasons or special circumstances.

Declination of overtime or unavailability for overtime will count as worked hours for overtime equalization.

#### Section 18.05

The Company will in good faith attempt to distribute overtime work as equitably as practical among the employees the Company reasonably deems qualified to perform the work, giving due regard to seniority where all other factors are equal. Overtime lists will be made available to the Union. Supervisory employees, the captain, the deputy site manager, and the site manager may not work the post of a bargaining unit member in avoidance of paying overtime.

#### Section 18.06

No overtime will be worked except by prior direction of the proper Supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

#### Section 18.07

An employee shall not be prevented from completing their regular schedule in any work week by reason of having worked overtime on any day in such week.

#### Section 18.08

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

#### Section 18.09

The Company shall post work schedules at least two (2) weeks in advance provided that the schedule may change from time to time and each employee is responsible to check the schedule each work day to see if any changes to the schedule affect them. If a change to the schedule requires an employee to work prior to his or her next originally scheduled work day, the Employer will make reasonable efforts to so notify the affected employee.

#### Section 18.10

After the schedule is posted, employees may switch post assignments if advance written notice, (unless the Employer agrees otherwise), is signed by both employees and their respective shift leads and approved by management. All shift swaps shall be approved if operationally feasible.

#### Section 18.11

Payroll will be paid bi-weekly. All employees will enroll in direct deposit.

### Section 18.12

Training shall be conducted during the normal scheduled hours for each officer. If training is required to be scheduled outside of an officer's normal work schedule. The training shall be paid in addition to the normal schedule, not in lieu of.

### Section 18.13

When coverage is needed to fill vacations, and leaves of absence, or to meet minimum staffing requirements. Shifts shall be filled utilizing volunteers first, in accordance with seniority. When no volunteers are available officers' schedules may be altered to fill the above-mentioned shifts in accordance with seniority on a rotational basis.

### Section 18.14

Officers shall attend training as required by the contracting officer.

## Article 19

### Wages

See Appendix A

## Article 20

### HEALTH AND WELFARE

**Section 20.1** The Company shall make a health and welfare contribution to the UGSOA Health and Welfare Trust Fund on all hours paid, up to forty (40) hours per week and not to exceed a total of 2080 hours per contract year on behalf of all Employees covered by this Agreement at the rates set in Appendix A.

**Section 20.2** The Company agrees to be bound by the terms of the Agreement and Declaration of Trust of the UGSOA Health and Welfare Trust Fund, as amended from time to time, and which is incorporated and made a part of this Agreement by reference thereto, including the rules of eligibility and benefits set forth under the UGSOA Health and Welfare Plan. The Company hereby consents to any appointment of the Company Trustee(s) assuming such position under the Agreement and Declaration of Trust of the UGSOA Health and Welfare Trust Fund and agrees to enter into a Participation Agreement.

**Section 20.3** Health and Welfare contributions along with any authorized pay roll deductions shall be due and owing no later than ten (10) days following the end of a pay period, or as otherwise required under applicable federal law and subject to the terms of the Agreement and Declaration of Trust UGSOA Health and Welfare Fund along with the report of hours for each member contributions are made for.

**Section 20.4** In the event the contribution amount exceeds the contribution amount determined by the Trustees of the UGSOA Health and Welfare Trust Fund, then any excess amount shall be automatically and directly contributed to the UGSOA Retirement Plan and Trust.

**Section 20.5** During the term of this Agreement, Union agrees to provide to Company the plan documents and summaries for any health insurance plans offered to the Company's Member-Employees upon request.

**Section 20.6** The Company agrees to be bound by the terms of the UGSOA Retirement Plan and Trust, as amended from time to time and which is incorporated and made a part of this Agreement by reference thereto, including the rules of eligibility and benefits set forth thereunder. The Company hereby consents to any appointment of the Company Trustee(s) assuming such position under the UGSOA Retirement Plan and Trust and agrees to enter into a Participation Agreement.

**Section 20.7** The Company shall deduct from wages, when authorized by Employee pursuant to a written deferral agreement, amounts to be remitted to the UGSOA Retirement Plan and Trust as elective deferrals in accordance with the UGSOA Retirement Plan and Trust, applicable federal law and in accordance with the Participation Agreement.

**Section 20.8** Deferrals for each month, shall be due and owing no later than the fifteenth of the following month, or as otherwise under applicable federal law and subject to the terms of the UGSOA Retirement Plan and Trust.

**Section 20.9** The Company will maintain its obligation to abide by Employee Benefits Security Administration (EBSA) rules and regulations concerning its responsibility to provide the required funds to pay for benefits in a timely manner that does not cause a lapse in coverage for the Companies Member-Employees' and meets the insurance provider's specified grace-period.

## Article 21

### Shift Bid

#### Section 21.01

The first week of February each year there will be a shift bid. All shifts shall be posted 30 days prior to the shift bid. Officers will bid on their shift for the entire year. The company and the Union shall mutually agree on a start date for the bid. The company shall allow each officer to pick their shift in accordance with seniority. If an officer is not on shift they shall be contacted by the company designated person to select their shift. The union shall have an official present for the shift bid. The company will retain the right to hold positions on shifts to meet operational needs, (gender, or experienced officers (1 year min on contract)). After the shift bid is complete the new shifts shall be posted and take effect on the next quarter.

#### Section 21.02

Shifts will contain a quarterly rotation. The company will attempt to make schedules have consecutive work days, as much as operationally possible.

#### Section 21.03

Shifts may be temporarily adjusted to allow for training of new hires and vacation shift coverage.

#### Section 21.04

Employees shall submit their vacation requests 30 days after the shift bid is complete and posted each year. All vacations submitted on the deadline will be awarded in accordance with seniority. Employees submitting their vacation requests after the annual deadline understand they will be approved on a first come basis. All vacation requests submitted shall be approved or denied within 7 calendar days. Vacations shall be approved as long as they shall not cause the shift to fall below the minimum staffing level.

## Article 22

### PAID TIME OFF (PTO)

22.1 Bargaining unit employees will earn one type of paid leave ("paid time off" or "PTO") to be used for vacation, sickness, and hardship. PTO will be immediately available for use and all employees will accrue PTO as noted below.

Length of Service	Monthly Accrual Rate	PTO Annual Accrual	Maximum PTO Carryover Allowed
Less than 5 years	10 hours	120 hours	140 hours
5 years or more	13.334 hours	160 hours	180 hours

22.2 Leave will be accrued for all full calendar months while employed whether on or off station. Earned leave may be taken after completion of the introductory period.

22.3 The Company will make its best effort to allow employees their scheduled time off, subject to meeting all operational requirements. The company shall approve or deny requests within 7 calendar days.

#### 22.4 PTO Carryover and Pay Out Upon Separation

- a. The Company will provide the opportunity for employees to take their PTO and are encouraged to do so.

The maximum carryover of annual PTO that employees may carry over is from contract year (December 17<sup>th</sup> of each year) to contract year. The company shall cash out any PTO that is not carried over.

- b. Accrued PTO shall be paid upon the employee's separation from the Company in the employee's last paycheck.
- c. PTO will be paid at the rate at which it is used.

## Article 23 Holidays

Christmas Day  
New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Independence Day  
Memorial Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day

### Section 23.02

All holidays shall be observed on the day designated by the Company.

### Section 23.03

Employees regularly working 32 hours or more per defined workweek will receive the full eight (8) hours holiday pay at the employee's regular rate of pay for all hours worked and, in addition, shall receive eight (8) hours holiday pay.

### Section 23.04

All other Employee's holiday pay will be administrated in the following manner:

Employees receive holiday pay based upon the number of hours worked in the previous defined workweek. Holiday hours paid to an Employee is calculated as the number of regular hours worked (regular productive, training hours, holiday, and authorized vacation taken) divided by thirty-six (36) hours. The result is multiplied by eight (8) hours.

The maximum amount of holiday pay earned by any Employee as a result of this calculation shall not exceed eight (8) hours.

Section 23.05

If an Employee works a holiday, or is called in when not scheduled, their schedule later in the defined workweek will not be adjusted without the Employee's approval.

Section 23.06

Employees who are not scheduled to work on a holiday will receive eight (8) hours of holiday pay at the employee's regular rate.

Section 23.07

Hours worked on a holiday shall be paid at the overtime rate.

## Article 24

### Safety

The Union and the Company agree that the safety of its employees is of the utmost importance. To achieve as safe a work site as possible the Union and the Company pledge to investigate all avenues available to them and to adhere to all safety rules that apply to the work site.

## Article 25

### Workers Compensation

The Company provides workers compensation coverage for all employees. In the event of occupational illness or injury, benefits provided by worker compensation include payment of medical expenses and disability payments for lost time. When an incident involving injury or illness occurs, employees are to notify their supervisor immediately, regardless of the severity of the injury or whether medical treatment is needed.

## Article 26

### Bereavement Leave

#### Section 26.01

In the case of the death of an employee's spouse, child, (natural, adopted or step), mother, father, sister or brother, such employee shall be allowed not more than five (5) days off with pay between the date of the death and up to and including three (3) days after the funeral for actual time lost from work because of the death. In the case of a death of an employee's natural grandparent, present mother-in-law, present father-in-law, present sister-in-law, present brother-in-law, such employees shall be allowed two (2) days off with pay between the date of the death and up to and including the day after the funeral for actual time lost from work because of death. Bereavement leave shall not be used to compensate an employee for a day in which the employee is not scheduled to work including vacation periods, leave of absence, disability, and worker's compensation leaves.

#### Section 26.02

In order to receive bereavement, leave pay, a death notice or other satisfactory proof of death must be submitted to the employer upon request.

#### Section 26.03

It is understood that in order for an employee to receive compensation for bereavement leave, an employee must use such leave to make arraignments for and/or attend the funeral.

#### Section 26.04

In addition to bereavement time an officer shall be granted the use of any available PTO and additional days without pay to cover additional time if requested not to exceed a total of 7 calendar days. (27.01 C emergency leave may be requested if additional time is needed.)

## Article 27

### Leave of Absence

#### Section 27.01

Non-probationary employees shall be eligible for the following leave of absence in accordance with the procedures set forth. All leaves shall be in writing and signed by the Company and the Employee receiving the same.

#### **A. Military Leave**

Employees who enter a recognized military service of the United States shall retain their seniority rights as pertains to re-employment and shall be reinstated within the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto.

#### **B. Medical Leave**

Unpaid Medical Leave of absence, including pregnancy, may be granted for a period of up to twelve (12) months. Inability to work for medical reasons must be verified by a Doctor's certificate. The employer has the right to verify the reason for the employee's absence and prior to returning to work the employer may require the employee be certified as being physically able to return to work. If the medical leave qualifies for the Family Medical Leave Act, the FMLA period will run concurrent with the 12 months.

#### **C. Emergency Leave**

An unpaid leave of absence, not to exceed one (1) month, may be granted under emergency situations at the sole discretion of the employer.

#### **D. Extended Leave**

Employees returning from a long-term unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Company, in writing, at least fourteen (14) calendar days before they intend to return to work.

## Appendix A

### Wages:

The base hourly wage for bargaining unit employees shall be as follows:

Current Access Control Officer	\$24.29 per hour
Lead or SGT	\$27.31 per hour
Effective 12/17/18 Access Control Officer	\$25.02 per hour
Lead or SGT	\$28.02 per hour
Effective 12/17/19 Access Control Officer	\$25.77 per hour
Lead or SGT	\$28.77 per hour
Effective 12/17/20 Access Control Officer	\$26.41 per hour
Lead or SGT	\$29.41 per hour

Officers assigned to the shift 22:00-06:00 will receive a \$1.00 shift differential Officers working Saturdays and Sundays will receive a \$1.00 shift differential

Shift differentials will not be compounded.

Shift differential will be added to the base rate before overtime is calculated.

A SGT that is assigned to be on call per the Captain or Assistant Project Manager shall receive on call pay in the amount of \$25.00 per day

### Health and Welfare:

The Employer will pay to each employee in cash a Health and Welfare Allowance payment for all hours paid as follows:

Current	\$5.25 per hour
Effective 12/17/18	\$5.60 per hour
Effective 12/17/19	\$5.95 per hour
Effective 12/17/20	\$6.25 per hour

**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.

Steven D Kukuk

Steven D. Kukuk, P.E. Date 27 Aug 2018  
President, WCFSI

Michael J LeBlanc 08/23/18

Michael J LeBlanc Date  
DHS VP UGSOA International Union

Tanya Tito 08/23/18

Tanya Tito Date  
UGSOA, Local 274 President

Sally Turner Aug 23, 18

Date  
UGSOA, Local 274 VP