

Collective Bargaining Agreement

Between

Coastal International Security, Inc.

And

United Security & Police Officers of America

## **ARTICLE I**

### **SCOPE OF AGREEMENT**

#### **SECTION 1.1**

This Agreement is entered into by and between Coastal International Security, Inc., hereinafter referred to as the "Company," and the United Security & Police Officers of America (USPOA), hereinafter referred to as the "Union."

The Company hereby recognizes the Union as the sole bargaining agent for all of its non-supervisory Employees within the unit working at the Department of Commerce, 14<sup>th</sup> & Constitution Ave NW, Washington DC, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

It is in the mutual interests of the Employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the Employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

#### **SECTION 1.2 DEFINITIONS**

Whenever the words "Employee" or "Employees" are used in this agreement they designate only such employees as are covered by this agreement.

#### **SECTION 1.3 PROBATIONARY EMPLOYEES**

Newly hired employees shall be classified as probationary employees for a period of one hundred twenty (120) days from date of hire. During their probationary period, Employees may be subject to discipline or discharge at the sole discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. All other provisions of this Agreement are applicable to probationary employees.

#### **SECTION 1.4 TEMPORARY EMPLOYEES**

Based on the written direction of the Government, the Employer shall have the right to hire temporary employees who shall be excluded from the seniority provisions of Article XVI of this Agreement. At the time of hire, the Employer will inform the temporary employee that they are temporary and explain the conditions of employment. A temporary employee may work for a period not to exceed in the aggregate three (3) months. The said three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the Government. Any employee hired as a permanent employee after working as a temporary, will accrue seniority that will include their time as a temporary employee.

## **ARTICLE II**

### **MEMBERSHIP**

#### **SECTION 2.1 UNION SECURITY**

All employees who are members of the union on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continues employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of employment, pay to the Union an agency fee as established by the Union, such agency fee can not equate to more than the set Union fees.

#### **SECTION 2.2 EFFECTIVE DATE**

All employees hired after this effective date of this Agreement shall, within thirty one (31) days after employment, become members of the Union or pay an agency fee as a condition of continued employment for the duration of this Agreement.

#### **SECTION 2.3 REQUIREMENTS**

Employees meet the requirements of being members in good standing 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 agency fees and dues, as defined by the Unites States Supreme Court in *NLRB vs. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck vs. Communications Workers of America*, 487 U.S. 735 (1988).

#### **SECTION 2.4 DUES**

The Employer shall deduct such dues or agency fees each payday from the pay of all employees covered by this Agreement who provide individually signed authorizations. The Employer shall tender such deductions to the Union by the last calendar day of the following month. The Employer shall also provide, on a monthly basis, the name, identification # and job classification of each employee and the amount of dues or agency fees deducted for that month. A Year to Date record may be obtained at anytime.

The Company will not discipline, enforce or take any other action against an employee as a result issues arising from the union's enforcement of this clause.

#### **SECTION 2.5 PROHIBITIONS BY LAW**

The provisions of Section 2.1 above shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to Statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds

the state law to be invalid or inapplicable, the provisions of Section 2.1 above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

## **SECTION 2.6**

If the provisions of Section 2.1 above shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and Employees who join the Union subsequent to the execution hereof, shall retain their membership in the Union as a condition of employment during the term thereof.

## **SECTION 2.7 LEAVES OF ABSENCE**

Payment of membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

## **SECTION 2.8 TERMINATION OF EMPLOYMENT**

In the event of termination of employment, there shall be no obligation upon the Employer to collect dues until all other deductions have been made.

## **SECTION 2.9 EMPLOYEE LIST**

The Employer's Site Manager will make available to the Union a list of newly hired and terminated Employees covered by this Agreement. Such list will be prepared monthly and will show the name, social security number, job classification and hire or termination date of such Employees who were hired or terminated during the month for which the list is prepared. This list shall be made available to the shop stewards.

## **SECTION 2.10 JOB OPENINGS**

The Employer shall notify the Union of all job openings within the bargaining unit covered by this agreement that the Employer chooses to fill. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Employer will not discriminate against any applicant referred by the Union. However, nothing in this contract shall be construed to create an exclusive hiring hall arrangement, and the Employer shall at all times be free to advertise and list said job openings from any sources available to the Employer.

## **SECTION 2.11 JOB QUALIFICATIONS**

The Employer shall be the judge of the qualifications of its Employees. Any Employee who disputes the Employer's determination of qualifications can submit a grievance on that issue.

## **SECTION 2.12 LABOR MEETINGS**

The Parties here noted shall hold a quarterly meeting to exchange information and concerns. At a minimum, the Site Manager (Project Manager or Contract Manager and/or Operations

Manager) will represent the Employer. At a minimum, the local President, both Vice Presidents, and the Unit Chair Person will represent the Union. The Union will request such meetings in writing to the Site Manager. Such requests will include an agenda of issues to be discussed. The Site Manager will reply establishing the time and place of the meeting. The Company will not pay the Union's Representatives for time spent in this regard.

### **ARTICLE III**

#### **NON DISCRIMINATION/NON-HARASSMENT**

The Employer and Union agree that there shall be no discrimination or harassment by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, disability, marital or other status as protected by applicable law, or because of their involvement in or refraining from participating in Union activities except as required by Article II of this Agreement.

Employees with disabilities who require accommodation should contact the Employer's Corporate HR Department, which is located at the Employer's Corporate Headquarters in Virginia.

### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

Subject only to such limitations as may be imposed by this Agreement and applicable statute, the Company retains the sole and exclusive right to manage its business and to direct the working force, including but not limited to the right to schedule work, to determine shifts, to assign work and working hours to employees, to determine the amount and location of work, to determine the type of services performed, to establish reasonable quality and performance standards, to determine the most efficient means of providing service, to require every employee to comply with normal, reasonable operating procedures, to formulate and enforce reasonable Company rules and regulations which are equitably applied, to hire employees, to discipline (including discharge) for just cause, to promote, demote, layoff and transfer employees, to maintain the discipline and efficiency of employees, to judge skill, ability and physical fitness in a reasonable, nondiscriminatory manner, to control and regulate the use of all equipment and other property of the Company and/or the Government and subcontract work at the convenience of the Government; provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give such prior notice to the Union as feasible and shall negotiate with the Union upon request. Further, the Company may have its supervisors or managers perform bargaining unit work if no bargaining unit employee is available or eligible to perform the duties in question. The Company explicitly retains any and all rights which are not covered by this Agreement and which it previously exercised.

## **ARTICLE V**

### **EMPLOYEE CLASSIFICATIONS**

An Employee who regularly works sixty-four (64) hours or more in a pay period shall be classified as a full-time employee. An Employee who regularly works less than sixty-four (64) hours per pay period shall be classified as a part-time employee. "Regularly works" is defined as working sixty-four (64) or more hours in at least seven (7) of the bi-weekly pay periods in a six (6) month period. The term "hours" as used herein includes hours paid for vacation, holidays, sick leave, bereavement leave and jury duty.

In any event, an Employee who works less than an average of sixteen (16) hours per week in any thirty (30) day period shall receive written notice from the Employer, with a copy of such notice sent to the Union, and shall have ten (10) days from the mailing of that notice to contact the Employer to attempt to increase hours worked to sixteen (16) or more hours per week. The failure of the Employee to contact the Employer in such a matter may, at the Employer's sole discretion, result in the Employee's termination. All Employees will be notified of this requirement at the time of hiring. This provision shall not require the Employer to modify any work schedules.

## **ARTICLE VI**

### **WORK WEEK AND HOURS OF WORK**

#### **SECTION 6.1 WORKWEEK**

The workweek shall be from 0001 hours Sunday until 2400 hours Saturday. Wages shall be paid bi-weekly on the second Friday following the end of the pay-period.

#### **SECTION 6.2 SCHEDULING OF WORK**

The Employer shall schedule the hours of work of Employees at least two (2) weeks in advance, except in circumstances beyond the Employer's control. Nothing shall preclude the Employer from scheduling employees to work ten (10) or twelve (12) hour shifts.

#### **SECTION 6.3 BREAKS**

Employees who work shifts of more than four (4) hours and less than eight (8) hours shall receive a fifteen-minute paid break during their shift.

Employees who work shifts of eight (8) or more hours shall receive a thirty (30) minute paid break and two fifteen minute paid breaks during their shift.

Employees who work shifts of twelve (12) or more hours shall receive a thirty (30) minutes paid break and three fifteen minute paid breaks during their shift.

In addition, Employees shall be provided with breaks for emergency purposes as reasonably required.

## **SECTION 6.4 OVERTIME**

Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight time rate for all hours worked over 40 hours in a workweek. A workday shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Paid vacation time, personal/sick or holiday time or training time shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

When the Employer has less than twenty-four (24) hours notice of its need to provide coverage, the Employer shall have the right to require an Employee, who normally performs the work, to remain on duty until relieved and/or to require an available Employee to provide such coverage, as conditions warrant.

When the Employer has advance knowledge that overtime will be required, it will offer such work to available, qualified Employees, by rotation, in order of seniority. Should the most senior Employee (s) reject the overtime opportunity, the Employer shall offer the work to the next available, qualified Employee(s) on the seniority list. Rejected overtime shall be considered as "over-time worked" for purposes of seniority distribution. Should an insufficient number of qualified Employees agree to work overtime through this procedure, the Employer may assign overtime to available, qualified Employees by reverse seniority. It is the intent of this procedure that overtime work is distributed among available, qualified Employees within their respective Agencies as equally as possible. For purposes of this Section, an Employee who rejects two consecutive overtime opportunities is no longer "available."

Overtime work may be offered to part-time Employees if they provide the Employer with a list of days and times during which they are available and willing to work should extra work become available. However, if a part-time Employee refuses on two separate occasions to work hours offered consistent with such list, other than due to an emergency acceptable to the Employer, the Employer will not have further obligation to offer overtime work to that Employee.

Notwithstanding the foregoing, an Employee shall not be required to remain on duty for more than twelve (12) consecutive hours, except in an emergency situation or when no other Employee is available for relief. The existence of an emergency situation and availability of relief shall be determined at the Employer's reasonable discretion. It is the responsibility of the Employee to advise Supervisors and Management at what point they will exceed twelve (12) consecutive hours on duty. Employees who fail to ensure Management is advised of the point they will exceed twelve (12) hours of duty are subject to disciplinary measures under Article VII of this agreement. Should a dispute arise among the Employer, Employee and/or Union regarding the existence of an emergency situation, or the availability of relief, the Employee shall continue working as directed by the Employer.

## **SECTION 6.5**

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

## **ARTICLE VII**

### **DISCIPLINE**

#### **SECTION 7.1 PROGRESSIVE DISCIPLINE**

The Employer shall not discharge, suspend, or otherwise discipline any Employee covered by this Agreement without just cause. Discipline shall be applied in the following manner:

- a. With respect to a first offense, the Employee will be given a verbal reprimand within five (5) days of the date the offense is noted.
- b. With respect to a second offense, the Employee will be given a written reprimand within five (5) days of the date the offense is noted.
- c. With respect to a third offense, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.
- d. With respect to a fourth offense, the Employee shall be terminated.
- e. Any discipline that is more than 15 months old will not be considered for progressive discipline and shall be removed from the employee's disciplinary file.

#### **SECTION 7.2 UNEXCUSED TARDINESS / ABSENCE**

Discipline for unexcused tardiness of 15 minutes or less shall be applied as follows. This tardiness is defined from the start of employees scheduled shift. Management reserves the right to reassign scheduled duties to another Officer for that day if the scheduled employee is 15 minutes or more late. Unexcused tardiness/ absence is defined as failure to call-in, or failure to provide a **reasonable, justifiable**, verifiable excuse for the tardiness/absence. Acceptable reasons that may result in excused tardiness and absence include, but are not limited to, situations that are outside of the employee's control (example: public transit breakdown, weather related delay, sudden serious illness)

- a. With respect to a first offense, the Employee shall be given a verbal reprimand within five (5) days of the date the offense is noted.
- b. With respect to a second unexcused offense, the Employee shall be given a written reprimand within five (5) days of the date the offense is noted.
- c. With respect to a third unexcused offense, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.



- d. With respect to a fourth unexcused offense, the Employee shall be terminated.

### **SECTION 7.3 CALL-OFF**

It shall constitute an offense for an Employee to cancel work (call off) without providing the Employer with as much advance notice as possible, but not less than two (2) hours notice. If an Employee fails to report to work without advance notice, and appears more than fifteen (15) minutes after the start of the employees scheduled shift they may, in addition to any discipline provided in Section 7.2 of this Article, be sent home without pay. However, the Employee shall not be disciplined if it is determined in the Employer's reasonable discretion that the occurrence was due to circumstances beyond the Employee's control.

Any Employee who fails to provide notice of an absence and fails to appear for work, may, at the Employer's sole discretion, be suspended without pay for a period of three days. A second occurrence of this infraction may, at the Employer's sole discretion, result in the Employee's termination. However, the Employee shall not be terminated if it is determined in the Employer's reasonable discretion that the second occurrence was due to circumstances beyond the Employee's control. (Example: public transit breakdown, weather related delay, sudden serious illness)

Officers who are calling off must have available vacation or sick leave, and their time off from work will be charged to either vacation or sick leave. Excessive absences will be handled according to the most current Company policy.

### **SECTION 7.4 SERIOUS OFFENSES**

Notwithstanding the foregoing, an Employee is subject to immediate discharge for proven offenses to include, but not limited to, the following:

- a. Drinking or being under the influence of alcohol, illegal drugs, or controlled substances while on duty.
- b. Use or possession of unlawful drug stimulants or alcoholic beverages on the job of job site.
- c. Refusal to submit to drug or alcohol testing as provided in the Drug and Alcohol Testing Policy as may be required under Article XXVIII of this Agreement.
- d. Weapons:
  - Improper use, misplacement, or loss of a firearm, ammunition, OC Spray, baton or handcuffs.
  - Unauthorized or unlawful discharging of a firearm while on duty.
  - Carry a concealed weapon on Government facilities
  - Un-holstering a weapon except for eminent use to protect your life, the life of another person, or to prevent the commission of a felony offense such as murder, rape, armed robbery, kidnapping, etc. Should a Supervisor direct an Officer to un-holster a firearm for any other reason, the Supervisor is held liable for the offense.

- Carrying an issued weapon off the defined property of the contract or in unauthorized areas.
- e. Possession on the job of a private firearm or other weapon not issued by the Employer pursuant to contract.
- f. Making a willful false statement on an application for employment, Government required form, a gun permit, or a security clearance.
- g. Violations of general or specific Post Orders or directives to include, but not limited to, inattention to duty, sleeping while on duty or abandoning post.
- h. Neglect of duty, which could cause a claim or penalty to be assessed against the Employer.
- i. Causing or engaging in a strike or work stoppage or other conduct in violation of Article X of this Agreement.
- j. Falsifying, concealing, removing, mutilating, damaging or destroying official documents or records, except for the systematic purging of files or records at the direction of the Employer in accordance with established timetables.
- k. Committing an assault, including the making or uttering of verbal or physical threats.
- l. Accepting bribes, enabling a person to secure stolen property, or permitting unauthorized access to classified material.
- m. Engaging in harassment, sexual harassment or discrimination toward the client, other Employees, or visitors.
- n. Commission of a criminal act that violates any rules, regulations or established practices of the Government.
- o. Willfully falsifying time records, post logs, incident reports and/or other documents.
- p. Gross insubordination toward the Employer or supervisors or insubordination toward the client.
- q. Improper or unauthorized use of Government equipment.

## **SECTION 7.5 OTHER PROVISIONS**

Consistent with the provisions of this Article, the Employer has the right to determine the level and degree of discipline. Disciplinary action shall not be taken without just cause. Under normal circumstances, corrective progressive disciplinary action is taken following a thorough review of the incident, as is stated in the preceding provisions of this Article. In addition, it may be proper to give employee one or more written warnings in some cases before giving a disciplinary suspension. In such situations requiring discipline, the circumstances must be known and each

action taken on the merits of the case. The Employer's failure to impose greater or any disciplinary action against an employee shall not be used as the principal evidence to support a grievance by or on behalf of another Employee. The Employer retains the right to suspend an Employee without pay for a limited period of time pending the outcome of a disciplinary investigation. Should the Employee be exonerated following the investigation, they will be entitled to back pay for the work-time scheduled during the period of suspension.

## **ARTICLE VIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

For purposes of this Article, the word "days" is defined as weekdays (Monday through Friday) and excludes recognized holidays.

#### **SECTION 8.1 DEFINITION**

A grievance is defined as a claim or dispute by the Employer or Employee or the Union concerning the interpretation of the application of this Agreement, or of any addendum hereto.

#### **SECTION 8.2 GRIEVANCE PROCEDURE**

All grievances must be presented in writing, filed and processed in accordance with the following exclusive procedure:

- **Step 1:** The Employee and the Union Shop Steward shall present the grievance or dispute in writing to the Employee's Site Manager within five (5) days of occurrence or when the Employee knew, or by reasonable diligence should have known, of its occurrence. If the Employee does not notify the Site Manager within the requisite amount of time, or fails to meet any other deadline set forth in this Article, the grievance shall be deemed to have been waived. The Site Manager shall respond to the grievance in writing within ten (10) days. If the Site Manager does not respond within ten (10) days, the grievance may proceed to Step 2.
- **Step 2:** If the grievance is not settled at Step 1, the Employee and their Union representative may meet, within seven (7) days of the date on which the Site Manager responded or should have responded, with the Employer's Regional Office Assistant Vice President or designee. The Employer's Assistant Vice President or designee shall respond to the grievance in writing within ten (10) days of this meeting.
- **Step 3:** If the grievance is not settled at Step 2, the Union shall, within seven (7) days of receipt of the Contract Manager's response in Step 2 or the date when the Contract Manager's response was due, present the grievance in writing to the Employer's Corporate Human Resources Department in Lorton, Virginia. The Employer or their designee shall respond in writing to the grievance within twenty (20) days. The Employer and the Union shall have the right to involve senior management or officials in the grievance process at an earlier stage, in their sole discretion.

- **Step 4:** If the grievance is not settled at Step 3, the Union or Company may, within ten (10) days after the receipt of the Employer officer's response in Step 3, appeal the matter to arbitration. Notice that arbitration is desired shall be served upon the Employer within ten (10) days after the Union receives the Employer's Step 3 answer.

Grievances affecting a class or classes of Employees may be initiated by the Union at Step 2.

### **SECTION 8.3 DISCHARGE**

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed in writing within five (5) days of discharge.

## **ARTICLE IX**

### **ARBITRATION**

#### **SECTION 9.1 SELECTION OF AN ARBITRATOR**

Within (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Employer and a representative of the Union shall meet within five (5) days of the receipt of this list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth remaining person shall thereupon be selected as the impartial arbitrator.

#### **SECTION 9.2 ARBITRATION PROCEEDINGS**

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render the finding and award in writing within thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

#### **SECTION 9.3 FEES**

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative. If the Employer calls an Employee witness, the Employer will reimburse that Employee for time lost at the regular straight time base rate. If an Employee witness is called by the Union or if an Employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

#### **SECTION 9.4 INDIVIDUAL GRIEVANCES**

No individual employee may move a grievance to arbitration; only the Union may do so.

## **ARTICLE X**

### **NO STRIKE AND NO LOCKOUT**

The Employer agrees not to cause, permit, or engage in any lockout of its Employees during the term of this Agreement. The Union agrees that neither it nor the Employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension, in the event an Employee refuses to enter upon any property involved in a labor dispute involving any employee organization or refuses to go through or work behind any picket lines involving any employee organization at the worksite.

## **ARTICLE XI**

### **BULLETIN BOARDS**

The Employer will seek permission from the government's contracting officer for the Union to use bulletin boards available to the Employer at the worksite. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

## **ARTICLE XII**

### **STEWARDS**

#### **SECTION 12.1 UNION STEWARDS**

The Union shall designate 6 Union Steward for each Agency. Additionally, the Union shall designate one (1) alternate Steward who shall serve in the regular Steward's absence or unavailability. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selections. The Shop Steward shall not interfere with the management of the business or direct any work of any Employee, but may advise the Company of any violations of the Agreement and also notify the Employee participating therein. Prior to leaving the work area, a Shop Steward will coordinate with the appropriate supervisor. Shop Stewards will not leave the work area during rush hours.

The Union Steward shall conduct Union business during non-working hours unless the Employer schedules a meeting, including but not limited to any interview with unit Employee that could lead to discipline, during working hours at which a Steward is to be present. In the event the Employer does schedule such a meeting during the Steward's working hours, the time spent by the Steward in connection therewith shall be treated and paid as working hours. The Company shall otherwise make its supervisors and Site Manager available during the Union Steward's non-working hours to meet with the Union Steward regarding grievances and other problems which may arise.

#### **SECTION 12.2 REPRESENTATION BY SHOP STEWARDS OR UNION OFFICER**

Any conference between an Employee and an Employer representative during which discipline is expected to be imposed, must at the request of the affected employee, be conducted in the presence of an authorized Union officer or Shop Steward.

### **SECTION 12.3 AUTHORITY OF STEWARDS**

The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information, which shall originate with and are authorized by the Union or its officers.

### **SECTION 12.4 UNION SENIORITY**

Union stewards shall be entitled to top union seniority at the facility to the fullest extent allowed by law.

## **ARTICLE XIII**

### **COURT APPEARANCES**

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement, less any monies received from the Court. However, other court, administrative or grievance procedure and/or arbitration appeal appearances shall not be paid by the Employer, unless the Employer has requested the employee to be present.

## **ARTICLE XIV**

### **JURY DUTY**

Employees shall be entitled to paid Jury Duty Leave as set forth in the applicable addendum

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

#### **SECTION 15.1 MATERNITY AND SICK LEAVE (FMLA)**

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993. Eligible non-probationary Employees will be granted up to twelve (12) weeks of unpaid leave for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse or parent. All eligible Employees must have been employed for one year and worked a minimum of 1250 hours in the preceding twelve (12) months.

Whenever an Employee who is pregnant or otherwise sick cannot perform their duty safely or efficiently, the Employee shall take a leave of absence. An Employee who takes such maternity or sick leave must elect to utilize as much paid sick leave as they have accrued. During such

leave of absence, the Employee shall retain their existing seniority and shall continue to accrue seniority. Maternity and sick leave will not exceed twelve (12) weeks following delivery or onset of illness or injury.

### **SECTION 15.2 PERSONAL LEAVE WITHOUT PAY**

An employee may request personal leave without pay for any personal purpose for a period of up to six (6) months. It is within the Employer's sole discretion whether such requests will be granted. Neither seniority nor benefits shall accrue during such personal leave. Requests for such leave must be in writing and, when possible, made at least twenty-one (21) calendar days prior to commencement of the leave. The leave request shall state the reason for and length of the desired leave. Employees on leave of absence for personal reasons who accept other employment during such leave shall be considered to have resigned. Employees in this status are responsible for maintaining their training and credentials in a current status so they may return to work at the end of their absence. Upon giving two (2) weeks notice of intent to return to work, an Employee shall be scheduled to report to their former job or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the Employee's former shift or at their former site, they may be put on any shift at any site, but will be returned to their former shift or site as soon as an opening is available, consistent with the Employer's scheduling needs.

### **SECTION 15.3 BEREAVEMENT LEAVE**

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable addendum hereto.

### **SECTION 15.4 MILITARY LEAVE**

Employees enlisting in or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Re-employment Rights Act, and amendments thereto shall be granted all rights and privileges provided by that Act. It is the responsibility of the Employee to provide the Company all applicable orders and documents prior to departure.

## **ARTICLE XVI**

### **SENIORITY**

#### **SECITON 16.1 SENIORITY LISTS**

Seniority shall be defined as an Employee's total length of continuous service with the Employer from the Employee's date of hire by the Employer at any location or by any predecessor contractor performing similar services at the same facility.

The Employer's Site Manager shall provide the Union with copies of all seniority lists at least once every six months. For purposes of this Article, "qualified" shall mean that the Employee meets all requirements, including but not limited to security clearances, established by the pertinent Government agency for which services are being or will be performed.

## **SECTION 16.2 TEMPORARY ADDITIONAL SERVICES (TAS)**

Due to the high priority of Temporary Additional Services ("TAS") and the short lead time the Government provides to the Employer in connection with TAS, the Employer may fill all TAS positions without posting and, if there is insufficient time between Government notification and implementation of TAS. Once an Employee is scheduled to perform TAS duties, he or she is obligated to perform those duties as scheduled. Failure to perform TAS duties as scheduled may be addressed in Section VII, Discipline, of this document.

## **SECTION 16.3 PROMOTIONS**

In the event that a higher level job becomes available, first preference shall be given to the most senior Employee who is available and qualified to perform the duties thereof. If, within ninety (90) days of such promotion, an Employee fails to satisfy the Employer's requirements for the position or the Employee does not wish to continue in the position to which promoted, such Employee may elect to be returned to his or her prior position in the bargaining unit.

## **SECTION 16.4 REDUCTION IN FORCE**

In the event of any layoff within the bargaining unit, the Employees with the least seniority shall be laid off first, provided that there remain enough qualified Employees to fill all remaining positions and provided further that any Employee who is qualified only for the position(s) being eliminated will be laid off regardless of seniority. Any full-time Employee who is laid off may elect to work a part-time shift, and any Employee laid off from a higher job classification may elect to bump an Employee from a lower job classification for which the electing Employee is otherwise qualified.

## **SECTION 16.5 RECALL**

All laid off Employees will be recalled in order of seniority to positions for which they are qualified. Upon recall, no seniority will be credited for the layoff period, but the Employee shall retain seniority possessed at the time of layoff. No new Employee will be hired at the facility until all qualified laid off Employees have been recalled and all qualified laid off Employees have been offered the position(s) involved.

It is the Employee's responsibility to keep the Employer advised of his or her current address.

If a recalled Employee does not respond within seven (7) calendar days of receipt of such notice or if such is returned to the Employer because the Employee failed to keep the Employer informed of his or her current address, said Employee shall be considered to have voluntarily quit, with no right to future recall.

## **SECTION 16.6 LOSS OF SENIORITY**



An Employee who is laid off for reasons other than the Employer's loss of the procurement contract to provide services at the facility will retain seniority for one year. The Employer will have no obligation to recall any Employee who is on layoff at such time as the Employer (or any subcontractor thereof) ceases to employ security personnel at the facility. Any Employee who voluntarily quits or who has been terminated for cause shall lose all prior seniority.

#### **SECTION 16.7 SHIFT AND POST REASSIGNMENT**

In the event that the Employer determines it is necessary to rotate Employees among posts, every reasonable effort shall be made to assign Employees during the same shift in which they working. All reasonable effort will be made, consistent with the necessity to provide services required by the Government at the facility, to assign Employees in such a manner as will not disrupt established child care arrangements, as well as family or other work obligations. Assignments are to be made in an unbiased manner, and consistent with the Employees' seniority. To the extent any conflict should arise between or among Employees concerning the shift to which they are reassigned, said conflict will be resolved by seniority, with the most senior Employee(s) having first choice of shift.

#### **SECTION 16.8 TRANSFERS**

The Employer has no obligation to transfer Employees from one work site to another, regardless of the termination of any Government procurement contract. However, should the Employer transfer an Employee from one facility to another, that Employee shall retain the same seniority date as at the facility from which transferred.

### **ARTICLE XVII**

#### **VOLUNTARY RESIGNATION**

An Employee shall be deemed to have voluntarily resigned employment with the Employer if:

- a. The Employee accepts employment in a management capacity with a competitor of the Employer while still employed by the Employer.
- b. The Employee fails to report for work as scheduled, and fails to contact the PM or Contract Manager, for five (5) consecutively scheduled workdays.
- c. The Employee fails to report for work within two (2) days after the expiration of an authorized period of absence without a telephone call or other explanation, unless it is determined by the Employer, in its reasonable discretion, that there was an emergency, which reasonably prevented the Employee from properly notifying the Employer.
- d. The Employee fails to respond within seven (7) days of the Employer's notice of recall unless the Employer determines, in its sole discretion, that there was an emergency , which reasonably prevented the Employee from properly notifying the Employer.

- e. The employee is negligent and fails to maintain required certifications and training to be qualified for continued employment.

## **ARTICLE XVIII**

### **TRAINING AND RE-QUALIFICATION**

#### **SECTION 18.1 FIREARMS QUALIFICATION**

The Employer agrees to pay Employees who are required to qualify annually as needed for Handgun Qualification Course of Fire for up to four (4) hours at the Employee's normal hourly rate of pay during the first-scheduled qualification attempt. Should an Employee fail their first attempt, they shall not be paid for any time spent in furtherance of subsequent qualification attempts.

Firearms used for qualification shall be of the same type, model and caliber as will be used while the Employee is armed and on duty. The firearms qualification testing shall be limited to two (2) attempts. Depending on range availability, this must be accomplished within a thirty (30) day period.

If an Employee fails to pass the firearms testing after two (2) attempts, the Employee shall be placed on administrative leave without pay for a period not to exceed thirty (30) days.

If the Employee fails to obtain a retest date for firearms qualification prior to the expiration of their SPO License or their administrative leave, whichever occurs first, the Employee will be considered as having voluntarily quit. However, the failure to re-qualify shall not be considered a voluntary quit if the failure is attributable to a lack of firing range availability, which is beyond the Employee's control. Under such circumstances, the Employee shall remain on administrative leave without pay until such time as the firing range becomes available.

To the extent possible, firearms qualification testing shall be scheduled at least thirty (30) to sixty (60) days prior to the expiration of the Employee's certification.

The Employer agrees to provide Employees with instruction on firearms safety, handling and malfunctions prior to firearms qualifications. The Employer agrees to pay Employees for up to two (2) hours at their normal rate of pay for their attendance during this training. If an Employee fails to appear for any scheduled firearms training or qualification, they shall be subject to disciplinary action as detailed in Article VII of this Agreement.

#### **SECTION 18.2 FIRST AID AND CPR TRAINING**

The Employer agrees to pay Employees at their regular rate of pay for up to eight (8) hours of training in CPR and First Aid each year, as may be necessary for the Employee to qualify or re-qualify as a guard at the Employer's facility. Failure to attend the required training will subject the Employee to disciplinary action as set forth in Article VII of this Agreement.

#### **SECTION 18.3 PHYSICAL EXAMINATION**

If an employee fails to appear for or obtain their government-required physical examination prior to the time by which it must be obtained, the Employee shall be subject to an administrative leave without pay for a period not to exceed thirty (30) days. If the Employee does not satisfactorily pass their physical within this thirty (30) day period, they shall be considered as having voluntarily quit. However, the failure to obtain a physical examination will not be considered a voluntary quit if such failure is attributable to circumstances, which are beyond the Employee's control.

#### **SECTION 18.4 TRAINING**

Employees may be required to take regular training courses to stay qualified to work at the facility. While attending these courses, the Employees will be paid straight time wages. Training time will not be used to calculate over-time for hours worked. If an Employee fails to appear for any scheduled training, they will be subject to disciplinary action as set forth in Article VII of this Agreement.

### **ARTICLE XIX**

#### **EQUIPMENT**

##### **SECTION 19.1 UNIFORMS**

The Employer shall provide uniforms at no cost to all new Employees. Upon termination of employment, the clothing and equipment initially issued to the Employee shall be returned to the Employer.

Employees may purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the Employees' pay. The Employer shall replace any parts of the uniform that show evidence of normal wear and tear or are damaged in the line of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred. The Employer has the right to deduct from the Employee's final paycheck an amount to cover the cost of any unreturned clothing or equipment or the cost of cleaning uniforms that are returned soiled.

##### **SECTION 19.2 WEAPONS**

The Employer agrees to implement a maintenance program for all Employer-owned weapons. Pursuant to this program, all weapons shall be checked, cleaned, and, if necessary, repaired or replaced. If an Employee has knowledge that their weapon is not in proper condition, the Employee shall immediately report to their supervisor for replacement of it.

### **ARTICLE XX**

#### **SUCCESSORS**

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller and purchaser, transferee, or lessee execute a contract or transaction as herein described.

## **ARTICLE XXI**

### **SUBCONTRACTING**

For the purposes of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees, where reasonably possible, to provide the Union with at least seven (7) calendar days notice prior to subcontracting any of the work or services of the kind, nature or type presently performed or provided by the Employer. A subcontractor will be bound by the terms of this agreement. The Employer will inform the subcontractor of this agreement prior to signing the subcontract.

## **ARTICLE XXII**

### **HOLIDAYS**

Employees shall be entitled to paid Holidays as set forth in the applicable addendum hereto.

## **ARTICLE XXIII**

### **VACATION**

Employees shall be entitled to paid vacation as set forth in the applicable addendum hereto. Only Vacation Time, which is termed “available”, is applicable for use. That which is “accruing” is not available for use until it matures at the employees Service Anniversary Date.

## **ARTICLE XXIV**

### **SICK LEAVE**

Employees shall be entitled to paid sick leave as set forth in the applicable addendum hereto. Only Sick Time, which is termed “available”, is applicable for use. That which is “accruing” is not available for use until it matures at the employees Service Anniversary Date.

## **ARTICLE XXV**

### **HEALTH AND WELFARE**

The Company shall pay the health and welfare benefits as set forth in the applicable addendum hereto, not to exceed eight (8) hours worked per day or forty (40) hours worked per week for each Employee.

## **ARTICLE XXVI**

### **WAGES**

The schedule of effective wage rates and job classifications for Employees is set forth in the applicable addendum hereto.

## **ARTICLE XXVII**

### **ADDITIONAL EMPLOYEE BENEFITS PROGRAMS**

From time to time, the Employer offers to its Employees supplemental employee benefits programs. In most cases, these benefits are offered on a company wide basis. Such programs include supplemental medical benefits, life insurance and others. The Employer will inform the Union when it plans to offer such a program.

## **ARTICLE XXVIII**

### **DRUG AND ALCOHOL POLICY**

The parties recognize that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment, expose the Employer, the affected Employee, coworkers and the public to high risks. An Employee cannot perform duties adequately if under the influence of drugs or intoxicants. It is the Employer's policy to maintain a drug-free work place. The Employer and the Union agree to the attached Drug and Alcohol policy, labeled Appendix 1. The Employer may establish a random drug-testing program, provided it is fully in accordance with all applicable statutes and government regulations.

## **ARTICLE XXIX**

### **MISCELLANEOUS**

#### **SECTION 29.1 FULFILLMENT OF HIGHER-LEVEL POSITIONS**

The Employer, for reasons of business necessity, may temporarily (not to exceed thirty (30) days per year) request lower level employees to fill higher-level positions. When Employees are asked to do so, they will receive the rate of pay attributable to the position.

#### **SECTION 29.2 PERSONNEL FILES**

Employees may, upon reasonable notice, review their own personnel files under the supervision of the Administrative personnel at the facility. If an Employee is reviewing the file in connection with a pending grievance, upon the Employee's request, a Union Steward shall be permitted to be present during the review. Under no circumstances may an Employee remove, copy or alter the contents of their file

## **ARTICLE XXX**

### **SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, either Party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

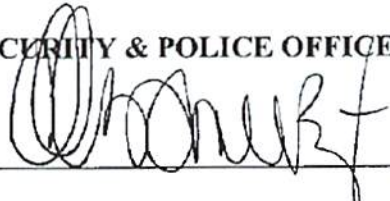
**ARTICLE XXXI  
DURATION OF AGREEMENT**

Except as otherwise provided in the Article and in the attached addendum, this Agreement shall become effective December 1, 2009 and shall continue in full force and effect until and including November 30, 2012.

This Agreement shall renew itself each successive year thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract

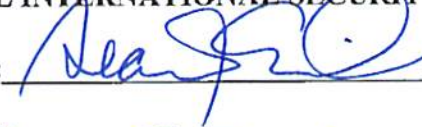
IN WITNESS, WHEREOF, the parties hereto have executed this Agreement this 30th day of November, 2009.

**UNITED SECURITY & POLICE OFFICERS OF AMERICA (USPOA)**

Signature:  Dated: 11/30/09

Name: Assane Faye Position: Executive Director

**COASTAL INTERNATIONAL SECURITY, INC.**

Signature:  Dated: 11/30/09

Name: Sean J. Engelin Position: Director, Labor Relations