

AGREEMENT

BY AND BETWEEN

BTI SECURITY, INC.

AND

**THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

EFFECTIVE May 1, 2008 to April 30, 2011

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THIS AGREEMENT is made and entered into this ___ th day of April, 2008, by and between BTI Security covering its uniformed guards for the NLRB building in Washington DC and its successors, hereinafter referred to as the Employer, or the "Company", and the bargaining agent certified by the National Labor Relations Board, the International Union, Security, Police, and Fire Professionals of America hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and part-time security officers, employed by the Employer, but excluding all other employees, including office clericals, sergeants, lieutenants, captains and any other supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as "site."

ARTICLE II - PROBATIONARY PERIOD

Any "newly hired" employee shall be deemed to be on probation for a period of ninety (90) calendar days on the site. After he/she worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the Employer for employment at his/her site. During the probationary period, the employee may be discharged without recourse to the grievance and arbitration procedures.

The Company shall notify the Union within twenty one (21) days of all new employees hired and of all employees terminated, setting forth their address, SSN, job classification and department.

ARTICLE III - UNION SECURITY AND MEMBERSHIP

Union Security

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of,



this Agreement.

Officers meet the requirement 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 financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

Dues Check-Off

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. The Employer agrees to supply the Union or its designee with a dues and service fee deduction printout on a quarterly basis. Said printout shall include bargaining unit employee names, addresses, workplace, salary, and amount amounts deducted per pay period. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

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

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it. It is also agreed, neither any employee nor the Union shall have any claim against the Employer for all deductions made or not made, as the case may be, unless a claim or error is made in writing to the Employer within thirty (30) days after the date such deductions were, or should have been made.

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to



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become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

ARTICLE IV – MANagements RIGHTS

Section 1.

Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Company, recognizing the rights of bargaining unit employees and the Union. By way of illustration and not limitation, the following are listed as examples of such management functions:

- a. The determination of services to be rendered;
- b. The determination of the Company's financial, budgetary, accounting, and organization policies and procedures;
- c. The continuous overseeing of personnel policies, procedures, rules, and programs not inconsistent with any other term of this Agreement;
- d. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the determination of qualifications and job related qualities necessary to perform a job; the right to discipline or discharge for proper cause; the right to purchase, dispose, and assign equipment or supplies; the right to contract or subcontract work in response to any government mandate, and the right, not in an arbitrary and capricious manner, to hire, promote, demote, transfer, and retain employees; to lay off for lack of work or funds; to abolish positioned or reorganize the departments or divisions' to determine schedules of work.

Section 2.

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE V – UNION REPRESENTATION

Section 1.

The Union's representative and/or their designees shall not be denied access to the Employer's work site for the purpose of considering matters covered by this Agreement. The Union's business representative shall not engage in any activities which interfere with the work of any employee covered by this Agreement.



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Section 2.

There shall be no Union business of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedure or otherwise permitted by law.

ARTICLE VI – UNION STEWARDS

The Employer agrees to recognize two (2) stewards, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. Union business shall be defined as that strictly pertaining to bargaining unit members. However, permission to leave a workstation will not be unreasonably denied. When initiated by the Employer, the company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on internal Union business.

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President and Vice President may be provided up to forty (40) hours of official time per contract year to attend union sponsored training programs at no cost to the Employer. Requests to attend union sponsored training programs must be made in writing at least 30 days in advance of the date of any such training. Such requests will not be unreasonably denied, so long as the Employer determines that the granting of such request does not create a staffing problem.

ARTICLE VII – FAIR EMPLOYMENT PRACTICES

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 1.**Job Openings:**

All job openings shall be posted for at least seven (7) calendar days, so long as it does not interfere, or conflict with the government facilities policies regarding the posting of information.

ARTICLE VIII – WAGES AND BENEFITS

Section 1.

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A."

Section 2.

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House or Government Building where its employees are assigned. In the event that a closing occurs, employees will be excused and paid up to three days pay, per contract year if the employee is paid during the closings.

Section 3.

No employee will be subject to discipline or reprimand in the event any demonstration, rally, march or protest causes an employee to be delayed in reporting to work, so long as the employee reports such tardiness in accordance with any applicable provision of the Agreement, and is not late due to his/her active participation in any such demonstration, rally, march, or protest not directly related to this Agreement and the members of the identified bargaining unit.

ARTICLE IX – HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS

Section 1.

The regular workweek shall consist of forty (40) hours. The workweek shall commence at 0001 hours on Monday and conclude at 2359 hours of the following Sunday. The work day shall be defined as the twenty-four (24) hours period commencing with the start of the employee's shift and terminating twenty-four (24) hours thereafter. The pay period shall consist of two workweeks.

Section 2.

All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay. Hours worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement.

Section 3.

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. An employee assigned to work in a lower classification will not have his rate of pay reduced. Rate of pay will be the rate in effect at the location and classification worked.

Section 4.

The Employer agrees to pay each employee \$7.00/hr., for a maximum of three (3) hours for an employee's required bi-annual re-qualification. The compensation will only be for the employee's first attempt at re-qualification. Should any employee need additional time for re-qualification beyond the first three (3) hours, it will be at the employee's expense and the Employer will not be responsible for any additional costs or hourly compensation. Any such time will not be considered work time and shall be scheduled, by the employee, outside the employee's tour of duty. This section will be guided by government rules, regulations and the government awarded contract to employer.

Section 6.

No employee shall be transferred to another shift without fourteen (14) days prior notice.

Section 7.

No employee's schedule shall be modified without fourteen (14) days prior notice.

ARTICLE X – HOLIDAYS

Section 1.

The following days shall be designated as paid holidays:

- | | |
|------------------------|--|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents Day | Veterans Day |
| Columbus Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| | Any New Holiday (Recognized by the Federal Government) |

Section 2.

The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive prorated holidays based on average hours worked in the preceding four weeks.

Section 3.

In order to receive holiday pay, the following conditions must be satisfied:

The employee must work his/her last scheduled day to work directly preceding the holiday, and the first day of work following the holiday, unless approved leave has been granted. Part-time employees' holiday pay shall be prorated according to hours worked the week prior to the Holiday if they do not work on the holiday. If they work on the holiday, they will receive eight (8) hours of pay for the holiday. In no

circumstance will an employee be entitled to more than eight (8) hours of Holiday per Holiday. If the Federal Government declares a holiday other than the ones list above for the federal employees, the bargaining unit employees will receive holiday pay for that day.

When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall have all employees paid on the Friday before said holiday, no later than 12:00 noon. When payday falls on a Friday which is a declared holiday, the Employer shall have all employees paid on the Thursday before said holiday, no later than 12:00 noon.

ARTICLE XI – PERSONAL & SICK DAYS

SICK/PERSONAL LEAVE BENEFITS

All regular employees with One (1) year of continuous service shall be eligible for paid sick/personal leave benefits of six (6) days for each twelve (12) months of continuous service, subject to the following conditions:

- (a) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
- (b) Proof of illness or disability - the Employer may require proof of illness or disability after two (2) consecutive days of absence.
- (c) Personal leave will be granted as long as the employee provides the employer a written notice fourteen (14) days in advance and the Employer can ensure minimum staffing requirements during the leave period requested.
- (d) Sick/Personal leave shall not accrue from year to year. The employee, only upon termination of employment, may cash out any unused sick/personal leave. Payment shall be made in accordance with applicable laws.

ARTICLE XII – VACATIONS

Section 1.

Each employee who has been continuously employed for one (1) year shall receive two (2) weeks' vacation.

Section 2.

Each employee who has been continuously employed for five (5) years shall receive three (3) weeks' vacation and after fifteen (15) years shall receive four (4) weeks' vacation.

Section 3.

Employees shall be eligible for regular vacations on their original anniversary date of hire at and/or on "the work site". Vacation pay shall be based on a forty (40) hour workweek.

Section 4.

Employees shall provide vacation requests in writing to the shift supervisor at least thirty (30) calendar days prior to the requested vacation. All such requests must be approved by the Employer in advance. Requests will not be unreasonably denied so long as sufficient staffing is available during any such requests. Employees with seniority will be given first right to vacations requests.

Section 5.

Bereavement Pay:

- a. Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to four (4) consecutive days paid leave of absence at his or her straight time rate of pay. The four (4) days will begin on the day of death, or on the first workday following the day of death, at the employee's request. The four (4) days must be used consecutively, and completely. At the employee's option, the employee may return to work early. Any unused days will terminate without compensation.
- b. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, and grandchildren.
- c. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE XIII – CALL IN & REPORTING PAY

Section 1.

Employees are required to report for work at their scheduled starting times. An employee shall make every effort to notify the on-duty supervisor at least four (4) hours prior to his/her scheduled starting time if he/she is unable to report to work.

Section 2.

An employee who has been called in to work unscheduled work, and has not been advised either orally or in writing

not to report, shall receive a minimum of four (4) hours pay at his/her regular straight-time hourly rate.

Section 3.

In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances.

ARTICLE XIV – SENIORITY

Section 1.

Seniority for benefits shall be defined as the length of time an employee has continuously been employed “on site” in the collective bargaining unit. Seniority for overtime and layoffs shall be based on the length of time an employee has been continuously employed in a job classification “on site”. The Employer shall maintain one seniority list for all operations covered by this Agreement. Seniority shall be on a site wide basis.

Seniority for employees hired on the same date shall be determined by lot.

An employee’s site seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

During any periods where bargaining unit members fill the role of a supervisor, such members will continue to accrue all types of seniority in all lower job classifications.

Any bargaining unit member who accepts a permanent promotion to supervision shall have ninety (90) days in which to return to the bargaining unit with no loss of seniority.

Any employee removed from a permanent supervisory position through no fault of his/her own shall be eligible to fill a regular bargaining unit position, if said vacancy exists, and prior to newly hired employees.

Section 2.

Seniority shall terminate if:

An employee is terminated for just cause.

An employee voluntarily quits or resigns his/her employer.

An employee is laid off for more than twelve (12) months.

An employee is laid off and fails to return to work on the date specified by the Employer except for just cause.

An employee is absent for two (2) consecutive work days without notifying or advising the Employer, unless the employee shows just cause for said failure to notify the Employer.

An employee overstays a leave of absence without just cause.

An employee gives a false reason for a leave of absence or engages in other employment.

Section 3.

Seniority will continue to accrue during a layoff and approval of absence; however, benefits shall not continue unless required by government rule, regulation or law. In any event, seniority shall only continue to accrue for a period of twelve (12) months following any such lay off.

ARTICLE XV LAYOFFS

Section 1.

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

Section 2.

Non-probationary employees shall be the next to be laid off on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

Section 3.

When a vacancy arises, the Employer shall recall employees on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

Section 4.

An employee shall continue to retain recall rights for a twelve (12) month period commencing from the date of the layoff.

Section 5.

In the event of a reduction in force, the chief steward and other stewards shall be the last to be laid off and the first to be recalled.

Section 6.

When able and the circumstances allow, the Employer shall make every effort to give any non-probationary employee, who is laid off at least fifteen (15) working days' notice of the layoff.

Section 7.

Laid-off bargaining unit members shall enjoy the right to be reinstated within twelve (12) months from the effective

date of the lay off to any vacant position for which they are qualified. Reinstatement shall be the reverse order of lay off (i.e. by seniority). When the Employer offers reinstatement to a laid off employee, it shall give him or her notice by registered mail, return receipt requested, at the last known address, and afford the affected employee five (5) days to contact the Employer regarding acceptance of the offer.

ARTICLE XVI – GRIEVANCE PROCEDURES

Section 1

Any grievance or dispute which may arise between the parties with regard to the application, meaning, or interpretation of a specific provision of this agreement shall be settled in the following manner. However, probationary employees shall not have any rights under the following grievance procedure:

Step 1:

If an employee has a grievance, he/she shall file a written grievance with the employee's immediate supervisor or department director if the employee's immediate supervisor is also the department director. Upon mutual agreement between the Employer and the Union, where there are group grievances over the same issue involving two (2) or more supervisors, such grievances may be filed and processed at a higher step of the grievance procedure. The employee, if he/she desires, may be assisted by the Union. Any such grievance shall be presented in the following manner at this step, within five (5) calendar days of its occurrence, or within five (5) calendar days of the day on which the employee knew or should have known of the occurrence or shall be deemed waived. A meeting shall be scheduled within seven (7) calendar days, and the parties shall attempt to resolve the matter informally:

- a. A statement outlining the approximate date and nature of the alleged grievance and the person(s) responsible on the approved SPAFPA grievance form
- b. The specific provision of the agreement which the grievant believes to have been violated;
- c. The relief sought;
- d. The signature of the employee(s) or an authorized representative.

Grievances failing to meet the requirements of Step 1 shall be subject to the time limits of this section and will not be processed if Step 1 requirements have not been completed within such time limits. The immediate supervisor shall then attempt to adjust the matter and respond in writing to the employee with a copy to the Union within ten (10) calendar days. If the grievant's immediate supervisor is also the department director, if the grievance has not been settled at Step 1, and the employee and the Union choose to pursue the matter, Step 2 shall be inapplicable and shall be processed as provided in Step 3.

Step 2

A meeting shall take place within seven (7) calendar days after the Employer's response to the Step 1 meeting. The meeting shall be attended by the grievant, the Union shop steward or Union representative, Project Manager, and a representative of the Employer, or executive(s) designated by the Employer.

In the event the grievance is not satisfactorily settled within seven (7) workdays after the Step 2 meeting, and the dispute relates to the meaning and application of the express provisions of this Agreement, it may be submitted to an impartial arbitrator in accordance with the arbitration procedure.

Step 3

Should the grievance remain unsettled after the Step 2 meeting and receipt of the Employer's answer, the Union may, by written request, refer the grievance to arbitration. The written request must be received by the employer within fifteen (15) work days after the Step 2 answer in order to be timely submitted to arbitration.

Section 2.

In order to be processed, all grievances must be presented at the first step within five (5) workdays after the Employer has knowledge of, or should have known, of the event-giving rise to the grievance.

In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within seven (7) workdays after a written grievance is submitted to the Employer.

Section 3.

Discipline & Discharge:

The Employer shall utilize a system of progressive discipline as stated below. Disciplinary action may be imposed in a progressive manner, or otherwise, depending upon the severity of the situation. Any disciplinary action or measure may be processed as a grievance through the regular grievance procedure. Notice of disciplinary action involving suspension or discharge shall be in writing. Nothing shall preclude the Employer from discharging an employee should the severity and circumstances be reasonable for such actions.

First offense:	Verbal warning
Second offense:	Written warning and conference.
Third offense:	Suspension, which may exceed three (3) days based on the severity of the infraction
Fourth offense	Discharge.

The progressive disciplinary method shall be applicable if a subsequent offense, of any type, occurs within eighteen (18) months. If any such offense should occur beyond a twelve (12) month period since the last offense, the first step of the disciplinary process will be applied.

After eighteen (18) months, all previous offense records shall be expunged upon written request from the employee.

Section 4.

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. An untimely grievance shall not be considered by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer's last preceding answer.

In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

ARTICLE XVII – ARBITRATION PROCEDURES**Section 1.**

The parties hereto shall choose an arbitrator by mutual agreement within thirty (30) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then the Union may file for arbitration with the Federal Mediation & Conciliation Service.

Section 2.

The arbitration, when filed with the Federal Mediation and Conciliation Service (FMCS) shall be handled in accordance with their "Voluntary Rules of Labor Arbitration".

Section 3.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Supplementary Agreement; not to rule on any matter, except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments in advance, by each party and cite the provisions of the Agreement, serving as the basis for the decision.

Section 4

The arbitrator shall have no power to establish or change wage rates or wage scales.

Section 5.

The compensation of the arbitrator and his expenses, incidental to the arbitration shall be equally divided by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for, and the expenses of, witnesses called by them.

Section 6.

All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from

his straight-time employment with the Employer.

Section 7.

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time.

ARTICLE XVIII – EXAMINATIONS

Section 1.

When the Employer requires an employee to take a physical examination or evaluation, the Employer shall bear the cost of such examination as needed.

Section 2.

The Employer shall pay the cost of range fees and ammunition for the employees to qualify at the weapons qualification testing.

Section 3.

An employee, who fails to qualify during weapons qualifications testing, shall be permitted a second attempt at the next scheduled testing; however, the costs of a second attempt shall be at the employee's expense.

Section 4.

The Employer shall pay the cost of Federal or State mandate training and shall compensate employees at the prescribed base wage rate agreed to in this agreement.

Section 5.

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by GSA and the Employer Handbook. However, should an employee fail any weapons qualifying testing, any additional testing shall be at the employee's expense.

Section 6.

The Employer shall be responsible for paying for all costs associated with qualifying. However, should an employee fail any weapons qualifying testing, any additional testing shall be at the employee's expense.

ARTICLE XIX – UNIFORMS

Section 1.

All employee uniforms, as required, will be issued at their corporate office. The responsibility for the correct sizes shall be up to the employee, so that he/she is properly dressed.

Section 2.

All uniforms and Employer equipment must be returned to the Employer within five (5) business days upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee.

ARTICLE XX – LEAVE OF ABSENCE**Section 1.**

Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and employee(s) receiving same.

Military Leave – An Employee of the Company who is activated, involuntarily recalled or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

Medical Leave – Unpaid medical leave of absence, including pregnancy, may be granted for a period of up to twelve (12) weeks within a one-year period. 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 that the employee be certified as being physically able to return to work.

Section 2.

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Chief in writing at least five (5) days before said employee's intended date of return to work.

ARTICLE XXI – BULLETIN BOARD**Section 1.**

The Union shall be provided an appropriate bulletin board exclusively for the use of the Union for the posting of notices so long as the government facility allows such postings and the space for any such postings. Such postings are limited to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meeting;

e Union updates of negotiations.

Section 2.

There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising or political matters in work areas.

Section 3.

The Employer has no say in the use of bulletin board. However, the use of such bulletin board space must be in compliance with the government facility's rules and regulations.

ARTICLE XXII – JURY DUTY

Each employee covered by this Agreement shall be paid the difference in pay between his current hourly rate and what is received from the court, and shall abide by the rules of the court that has jurisdiction over their serving on jury duty. Jury duty shall be for a maximum of twenty-one (21) working days during the life of this contract.

ARTICLE XXIII - CLASSIFICATIONS

Section 1.

Full-time employees are those employees who regularly work an average of thirty two (32) hours or more a week.

Section 2.

Part-time employees are those employees who regularly work less than an average of thirty two (32) hours a week. Part-time employees shall receive holiday pay, and all other benefits on a prorated basis to the hours they were regularly scheduled to work within the previous twelve (12), but vacation shall be paid as prescribed in the Area Wage Determination. For example, a full-time employee who works an average of thirty-two hours a week shall be entitled to two (2) weeks pay after one year of employment.

Section 3.

Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

Section 4.

Employees covered by this Agreement shall not be required to perform janitorial services (other than picking up after themselves).

ARTICLE XXIV – GENERAL PROVISIONS

Section 1.

Notices – The Employer and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

Section 2.

Employee address and telephone numbers – Each employee is at all times responsible for having a correct address and valid 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 of record.

Section 3.

Gender – Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

Section 4.

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 5.

Supervisors – Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief or emergencies.

Section 6.

Lists – Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company. Said Union representatives shall also be authorized to obtain an "updated seniority listing", at least on a quarterly basis. All such lists shall include the employee's name, address and most recent date of hire. The list will be the employee payment payroll sheet.

Section 7.

Labor Management Meetings:

A labor-management meeting shall be scheduled quarterly between the Employer and the Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitrable.

Section 8.

Breaks – Employer shall make every reasonable effort to give each employee an emergency break when requested.

Any employee requesting such an emergency break shall comply with the Employer's reasonable request for information for the purposes of verifying the underlying emergency. Failure to comply with the Employer's reasonable request may result in disciplinary action, including termination.

Section 9.

Personnel Files:

The Employer shall make every reasonable effort to give each employee an opportunity to review their personnel files. The union representative in regards to their official duties and requirements under this agreement, and upon written consent by the bargaining unit member whose personnel file is being reviewed, shall have an opportunity, to review employee personnel files. All disciplinary letters, memorandums and warnings (records of conversation or counseling) shall be expunged after twenty-four (24) months of issuance.

Section 10.

Separate checks and Payroll errors:

All other payments beside the regular bi-weekly payroll schedule shall be made on a separate check. Payment adjustments for payroll discrepancies of over \$100.00 shall be made within twenty-four (24) hours of proper notification from the employee, provided that the employee promptly notifies the Employer of any such discrepancy within twenty-four (24) hours of receipt of payroll check.

Section 11.

Filling in:

An officer who is called in to fill in for any lower classification shall maintain their current rate of pay.

ARTICLE XXV – SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVI – SUCCESSORS & ASSIGNS

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignment of assets by the Employer, and of any succession by another contractor to the Employer's contract with the Government, all in accordance with the Service Contract Act of 1965, as amended.

ARTICLE XXVII – TERMS OF AGREEMENT

THIS AGREEMENT is contingent upon the approval of all identified rates of pay and benefits by the governmental contracting agency. In addition, any identified rates of pay and benefits are contingent upon the governmental contracting agencies approval during any contract renewal/modification or exercise of any options. If approved by the contracting agency, this Agreement shall remain in full force and effect from May 1, 2008 through April 30, 2011, subject to the above mentioned requirements, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. Should the contracting agency not approve any negotiated term and condition of employment as articulated in this Agreement, the parties agree to renegotiate that particular term(s) and/or condition(s) of employment for the identified bargaining unit.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

**Police, Fire Professionals of America
(SPFFPA), and Local**

BTI Security, Inc.

By: _____ Date:
Assane Faye, Director

By: _____ Date:
Angela Bradley, President

By: _____ Date:
Bon Agoha, Shop Steward

By: _____ Date:
Kurt January, Shop Steward

the Government, all in accordance with the Service Contract Act of 1965, as amended.

ARTICLE XXVII – TERMS OF AGREEMENT

THIS AGREEMENT is contingent upon the approval of all identified rates of pay and benefits by any governmental contracting agency for whom members of the bargaining unit are providing services pursuant to a government contract/renewal contract/amended contract/modification/option. In addition, any identified rates of pay and benefits are contingent upon the governmental contracting agencies approval during any contract renewal/modification or exercise of any options. If approved by the contracting agency, this Agreement shall remain in full force and effect from May 1, 2008 through April 30, 2011, subject to the above mentioned requirements, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. Should the contracting agency not approve any negotiated term and condition of employment as articulated in this Agreement, the parties agree to renegotiate that particular term(s) and/or condition(s) of employment for the identified bargaining unit.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

Police, Fire Professionals of America (SPFFA), and Local

By:  Assane Faye, Director

Date: 4/22/08

BTI Security, Inc.

By:  Angela Bradley, President

Date: 4-22-08

By: _____ Date:

Kurt January, Shop Steward

APPENDIX "A"

WAGES SCHEDULE

Effective May 1, 2008 the Employer will pay wages and other employee benefits as set forth herein.

It is specifically agreed by the parties that effective May 1, 2008 the hourly pay rate for members of this bargaining unit shall be \$21.00 per hour.

It is specifically agreed by the parties that effective May 1, 2009, the minimum hourly pay rate for members of this bargaining unit shall be \$22.00 per hour.

It is specifically agreed by the parties that effective May 1, 2010, the minimum hourly pay rate for members of the bargaining unit shall be \$23.00 per hour.

Section B. Shift Differential:

Employees shall receive for all hours worked beyond 0001 hours until 0800 hours the following morning a shift differential of \$0.35 per hour.

Section C. Uniforms and Allowance:

- (1) Effective May 1, 2008 the Employer, in a timely manner, will issue all uniforms and security equipment as set forth in the Employer's contract with General Services Administration (GSA).
- (2) Shall pay a Uniform's Allowance of \$ 0.30 per hour for each regular hour worked.

Section D.

Health & Welfare:

(1). Effective May 1, 2008 the company shall contribute to a Health & Welfare Plan designated by the Union, the sum of Three Dollars Sixteen Cents (\$3.16) per hour for all hours worked, not to exceed forty (40) hours in any one (1) week. The applicable contribution to the Health & Welfare Plan, effective May 1, 2009, shall be the sum of Three Dollars Twenty Five Cents (\$3.25), and effective May 1, 2010, the Health & Welfare Plan contribution shall be Three Dollars Thirty Five Cents (\$3.35). Should the appropriate DOL Wage Determination increase these benefits, the employer will automatically implement the higher amount as called for in the new determination. The employer shall forward all employee contributions directly to the Plan providers or employees as designated by the Union.

Section E.

Pension:

The Parties agree that there will be no pension contribution in the first year of this Agreement. However, the Parties also agree to negotiate pension contributions for the final two years of this Agreement. Such negotiations shall begin no later than March 1, 2009. Any agreement regarding the terms of any such pension contribution will be effective May 1, 2009.