

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: CBA-2008-2075  
Revision No.: 0  
Date Of Last Revision: 5/14/2008

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State: Maryland

Area: Statewide

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Employed on Federal Protective Service contract for Armed Guard Services at SAMHSA facility, Choke Cherry Road, Rockville, MD.

Collective Bargaining Agreement between contractor: Elite Protective Services Inc., and union: The International Union, Security, Police, and Fire Professional, effective 2/1/2006 through 1/31/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**AGREEMENT**

**BY AND BETWEEN**

**ELITE PROTECTIVE SERVICES, INC.**

**AND**

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

**SAMSA FACILITY, CHOKE CHERRY ROAD, ROCKVILLE, MD  
EFFECTIVE DATE OF C.B.A.: FEBRUARY 1, 2006**

*Montgomery*

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THIS AGREEMENT is made and entered into this 1st day of February, 2006, by and between Elite Protective Services, Inc. covering its uniformed guards for the **General Services Administration and the Substance Abuse and Mental Health Service Administration (SAMHSA)** facility on Choke Cherry Road in Rockville, Maryland, 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, corporals and sergeants, employed by the Employer at the Substance Abuse and Mental Health Service Administration (SAMHSA) facility on Choke Cherry Road in Rockville, Maryland, but excluding all other employees, including office clericals, 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**

Any employee 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 (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the fifteenth (15<sup>th</sup>) of each month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis with payment of deducted dues.

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

#### **ARTICLE IV – MANAGERMENTS RIGHTS**

##### **Section 1.**

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

1. Hire;
2. Assign work;
3. Promote, demote;
4. Discharge, disciplines, or suspends for just cause;
5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
6. Determine the qualifications of an employee to perform 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.

### 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 one (1) chief steward and one (1) steward for each shift at the location, 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. 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 will 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.

## 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.

## 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 his 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 employer 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.

## 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 Sunday and conclude at 2359 hours of the following Saturday. 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. The employee will receive the rate of pay for the higher classification for all time spent in the

higher classification. 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.**

Any Employee assigned to perform formal training of other Security Officers will receive an additional ten (10) percent of the employees base wage during the period training is performed, excluding union training and/or orientation.

**Section 5.**

The Employer agrees that time required for re-certification is a work related activity and will be considered as time worked. This section will be guided by government rules, regulations and government awarded contract to employer.

**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
	Employee Birthday

**Section 2**

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

The employee must work, on the holiday and be paid prorated according to hours worked the week prior to the Holiday. In no circumstance will an employee be entitled to more than eight (8) hours of Holiday per Holiday.

**Section 3.**

a. 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.



b. When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall make every reasonable effort to have all employees paid on the Friday before said holiday, no later than 12:00 noon, but no later than the Tuesday following. When payday falls on a Friday which is a declared holiday, as set forth above, the Employer shall make every effort to have all employees paid on the Thursday which is a declared holiday, as set forth above, the Employer shall make every effort to have all employees paid on the Friday before said holiday, no later than 12:00 noon 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 three consecutive days of absence.

(c) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance.

(d) Sick/Personal leave shall accrue from year to year. The Employer may cash out any unused sick/personal Leave at the end of each year; payment shall be made no later than Thirty (30) days of each annual year, at the request of the employee. The year will be calculated to correspond with the employees anniversary date of hire.

## **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 the average number of hours paid in the fifty-two (52) weeks.

**Section 4.**

Employees are normally required to submit weekly 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.

**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 two (2) 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 two (2) 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.

Temporary promotions to supervision will be for duration of no more than one hundred eighty (180) days. During such promotion, bargaining unit 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 thirty (30) 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 do not unless required by government rule, regulation or law.

**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.**

The Employer shall make every effort to give any non-probationary employee, who is laid off, five (5) working days' notice of the layoff.

## ARTICLE XVI – GRIEVANCE PROCEDURES

### Section 1.

For purposes of this Agreement, the word “grievance” shall mean any dispute between the Employer and the Union, or between the Employer and any employee as to the meaning, application or interpretation of the terms of this Agreement. Probationary employees shall not have any rights under the grievance procedure.

### Section 2.

In order to be processed, all grievances must be presented at the first step within four (4) 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.

A grievance shall be processed pursuant to the following:

#### Step 1

The grievance shall be reduced to writing on prescribed forms, dated and signed by the aggrieved party and presented to the Supervisor within five (5) work days of the event giving rise to the grievance.

The written grievance shall specify the contractual provisions allegedly violated and the relief requested. A meeting shall be arranged within ten (10) workdays of the Employer’s receipt of the written grievance. The meeting shall be attended by the grievant, the Union stewards and the Supervisor, or a representative of the Employer. The Employer shall give a written response to the grievance within ten (10) workdays after the Step 1 meeting. If the matter is not resolved at the Step 1 level, it may be referred to Step 2.

#### Step 2

A meeting shall take place within ten (10) workdays after the Employer’s response to the Step 1 meeting. The meeting shall be attended by the grievant, local union representative and National Union President or their designee(s) and 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 seven (7) work days after the Step 2 answer in order to be timely submitted to arbitration.

### **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 & 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 borne equally 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, but, not more than one examination in a twenty-four (24) month period.

**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. The cost of the second attempt shall be borne by the employee.

**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.

**Section 6. (Employer will write new section on paying for qualifying.)**

**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 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 one (1) year. 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.

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



**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 provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

- 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

**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 five (5) 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 forty (40) hours or more a week.

### Section 2.

Part-time employees are those employees who regularly work less than an average of forty (40) hours a week. Part-time employees are eligible for holiday pay, and Vacation leave benefits, and all other benefits on a prorated basis to the hours they were regularly scheduled to work within the previous twelve (12) months.

### 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), move/park or repair vehicles and run errands that are not job related.

## 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. Or as other wise necessary.

**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.**

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

**Section 8.**

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 three (3) days paid leave of absence at his or her straight time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided more than one hundred miles from the employees residence, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight time rate of pay.

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, sister-in-law, brother-in-law, grandparents, and grandchildren.

c. The Employer may require proof of the death for which an employee requests a paid leave.

**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 shall have an opportunity to review employee personnel files. All disciplinary letters, memorandums and warnings (records of conversation or counseling) shall be expunged after twelve (12) months of issuance.

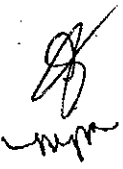
**ARTICLE XXV – SAVINGS CLAUSE**

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.

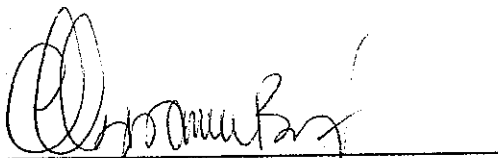
**ARTICLE XXVII – TERMS OF AGREEMENT**

 2009 THIS AGREEMENT shall remain in full force and effect from February 1, 2006 through January 31, 2008, subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. All non-economic terms of this agreement shall be implemented upon the effective date of this agreement.

IN WITNESS WHEREOF, the duly chose 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

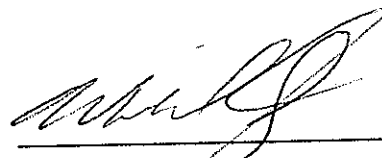
For: The International Union, Security, Police,  
And Fire Professionals of America (SPFPA)



Assane Faye Washington DC District Director

Date: 2/24/06

For: Elite Protective Services,



Michael Katz Vice President

Date: 4-13-06

APPENDIX "A"

WAGES SCHEDULE

Effective February 1, 2006 the Employer will pay wages and other employee benefits as set forth in the Employer's contract with GSA.

It is specifically agreed by the parties that effective February 1, 2006 the hourly pay rate for members of this bargaining unit shall be as follows:

Section A. It is specifically agreed by the parties that effective February 1, 2006; the minimum hourly pay rate for members of this bargaining unit shall be as follows:

*Base Wages:*

	<u>Feb. 1. 06</u>	<u>Feb. 1. 07</u>	<u>Feb. 1. 08</u>
(A) Unarmed Officer	\$15.50	\$16.00	\$16.51
(B) Armed Officer -	\$16.50	\$17.03	\$17.57
(C) Sergeants -	\$17.25	\$17.80	\$18.37

Section B. *Uniforms and Allowance:*

(1) Effective February 1, 2006 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 \$0.20 per hour for each regular hour worked.

Section C. *Pension Allowance:*

(1) Effective February 1, 2006 the Employer will make a pension contribution of sixty cents (\$0.60) per hour for each regular hour worked.

(2) The Employer shall forward all employee contributions directly to the Plan providers as designated by the Union.

Section D. Health & Welfare:

(1). Effective February 1, 2006 the company shall contribute to a Health & Welfare Plan designated by the Union, the sum of two dollars and thirty-five cents (\$2.87) per hour for all hours worked, not to exceed forty (40) hours in any one (1) week. 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 employee as designated by the Union.