

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-2008-2054
Revision No.: 0
Date Of Last Revision: 4/30/2008

State: District of Columbia

Area: Statewide

Employed on Department of Homeland Security Immigrations and Customs Enforcement Federal Protective Service E contract for Guard Services at 500 and 800 North Capitol Street Washington DC Sites.

Collective Bargaining Agreement between contractor: American Security Programs, and union: The International Union, Security, Police and Fire Professionals, effective 2/1/2008 through 1/31/2010.

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

**AMERICAN SECURITY PROGRAMS
22900 SHAW ROAD DULLES, VA 20166**

**500 AND 800 NORTH CAPITAL
WASHINGTON DC SITES**

AND

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

EFFECTIVE FEBRUARY 1, 2008 to JANUARY 31, 2010

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THIS AGREEMENT is made and entered into this ____ th day of January, 2008, by and between American Security Programs covering its uniformed guards for the 500 and 800 North Capital Street facilities located 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, 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 thirty (30) days of all new employees hired and of all employees terminated, setting forth their address, SSN, and job classification.

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. 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 continued employment, pay to the Union an

agency fee as established by the Union.

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 or the approved representation fee for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from each paycheck in a pro-rated amount. Funds deducted, along with a summary sheet, including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within thirty (30) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local, upon the Union's request. 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.

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 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 – MANAGERIAL RIGHTS

Section 1.

The parties recognize that the Employer has the obligation to serve DHS and its government clients efficiently and provide all the security that is required to meet its contractual mandate.

The Parties further recognize the right of the Employer to operate and manage its onsite contract operation and the right of the Employer to operate and manage its own operations, and that all management functions, rights, and responsibilities which the Employer has not modified or restricted by a specific provision of the Agreement, are retained and vested exclusively in the Employer. Such functions, rights, and responsibilities of management, include, the right to require standards of performance; to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to judge skill, ability, and physical fitness; to determine the materials and equipment to be used; to implement improved operational methods and procedures, and to maintain the efficiency of employees; to determine staffing requirements and the size and composition of the workforce; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to reprimand, suspend, demote, discharge, or discipline employees for "Just Cause" as set forth elsewhere in this Agreement and the Employer's personnel policies; to release employees from duty for lack of work or for other legitimate reasons; to maintain discipline and efficiency of employees; to create, eliminate, or consolidate job classifications; to lay off employees for lack of work; to recall employees; to require overtime work of employees where coverage so requires; to administer site policies related to the

performance of its contract; to make or change operating rules, regulations, policies, and practices; to promulgate, modify, distribute, and enforce reasonable Employer regulations, rules of employee conduct, and manuals of operating procedures; and to generally manage its operations to obtain and maintain full operating efficiencies and optimum service to DHS and its government clients. At the convenience of DHS, or in the event that unit employees are unwilling or unable to provide the coverage specified by DHS, the Employer may subcontract such duties to non-unit personnel and /or utilize supervisors to perform such duties. In that event, the Employer will notify the Union and attempt to negotiate about the impact of any such work to be subcontracted.

The Parties recognize that the above statement of management authority and responsibilities is for illustrative purposes only, and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. The Parties further recognize that all of the forgoing management rights are subject to the exercise of DHS's right to receive the capable provision of security services under its agreement with the Employer.

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 unless approval has not been given by the appropriate DHS official such as the Contracting Officer, Contracting Officer Technical Representative (COTR), or the Agency Technical Representative (ATR). 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. At no time shall the steward disrupt or diminish the contractually required services/hours or the integrity of the security of the building and its associates.

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 for these hours during the closings.

**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 from 0000hours until 2400 hours. 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. Rate of pay will be the rate in effect at the location and classification worked, classification is not based upon the individual but rather the post.

Section 4.

An employee may switch schedules with another qualified employee from the bargaining unit as long as they have gotten a signed written consent from the other employee and the prior approval from their supervisor.

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
Memorial Day

Thanksgiving Day
Christmas Day
Employee Birthday

Section 2

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

The employee must work their regularly scheduled work day prior to the holiday and after the holiday. The holiday will be paid prorated according to hours worked the two pay-cycles prior to 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, and have modified the contract to include such holiday as an official holiday for the contract, the bargaining unit employees will receive holiday pay for that day. Holiday pay will not be granted to employees when a holiday falls within a period of a leave of absence and/or layoff.

After one year of service, the employee's birthday shall be considered a holiday. The Employer reserves the right to limit the number of employees who take their birthday holiday on the same date. A birthday holiday may be scheduled up to seven (7) days prior to or after the birthday. All employees are required to submit their request for the Employee Birthday holiday in writing to their supervisor. If the employee does not request the day off and does not take the day off then they have thereby voluntarily forfeited their Employee Birthday as a paid 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 two pay-cycles.

b. When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall have all employees paid on Tuesday following said holiday.

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 up to 8 days for each twelve (12) months of continuous service. For the purpose of this provision each day equals eight (8) hours. Employees shall accrue leave at the rate of one quarter day per 86 hours worked, not to exceed six (6) days. Sick/personal leave benefits are 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 two (2) calendar weeks 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 contract year. An employee forfeits any unused accrued leave if they chose to voluntarily terminate their employment without providing a two week notice to the employer. This forfeiture does not include resignations due to items covered by FMLA or the USERRA, or where prohibited by federal, state, or local law.

ARTICLE XII - VACATIONS

Section 1.

Each employee who has been continuously employed for one (1) year shall receive up to two (2) weeks' vacation, pro-rated based upon the regular hours worked in the 52 weeks prior to the employee's anniversary date.

Section 2.

Each employee who has been continuously employed for five (5) years shall receive up to three (3) weeks' vacation and after fifteen (15) years shall receive up to four (4) weeks' vacation, pro-rated based upon the regular hours worked in the 52 weeks prior to the employee's anniversary date..

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 required to submit 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)~~ ^{FOUR} hours pay at his/her regular straight-time hourly rate.

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2/2/30*

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)~~ ^{FOUR} hours reporting pay at their regular rate of pay, including all benefits and allowances.

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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 one (1) work day 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, as long as their skills, abilities and qualifications to perform the available work is consistent with the business and contractual needs and the other unit members.

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 Employees having a grievance shall take it up with the Program Manager within five (5) working days from the time that the grievance arose or from when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. A Shop Steward may be included in any discussions regarding the grievance in accordance to the wishes of the grievant. 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 five (5) 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 If a satisfactory settlement is not effected in Step (1), the grievant, or an authorized Union representative on behalf of the grievant, may, within five (5) working days after the conclusion of Step (1), submit such grievances, in writing, signed by the grievant or the Union's representative, to the Area Manager or other designee. If within five (5) working days after submittal of the grievance in Step 2, either party requests, in writing, a meeting with the other party to discuss the grievance, then Step 2 shall be deemed concluded within ten (10) working days after submission of the grievance in Step (2).

Step 3 If a satisfactory settlement is not effected in Step 2, the grievant, may, within five (5) working days after conclusion of Step (2), submit such grievance to the Company's Vice President. Either party may request a meeting with the other party to discuss the grievance, but such meeting can extend the time period provided in this step, by mutual agreement of all parties.

Any grievance by the Employer shall first be submitted to the Union's staff representative for resolution and if a satisfactory settlement is not effected, or if no response is rendered by the Union within five (5) working days after submittal of the grievance to the Union, the grievance shall be deemed denied and the Employer may proceed to Step (4).

Step 4 If a satisfactory settlement is not effected in Step (3), either party may refer the matter to arbitration. Should the grievance remain unsettled after the Step 3 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 3 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. If the Employer fails to respond within the time frame the grievance is deemed denied and the grievant and/or Union may submit a written request to move it to the next step.

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: 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, or picketing. It shall be a violation of this Agreement, and it shall be cause for immediate discharge in the event an employee refuses to enter upon any property involved in a labor dispute involving any other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations. The Union and the Employer agree to take all steps possible to ensure that Government property is properly secured and protected at all times, to include, events of labor disputes involving other employee organizations at the sites covered under this Agreement.

ARTICLE XIX - 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 and certification of all new and current employees and follow the guidelines as set forth by GSA, the contracting government agency, and the Employer Handbook.

ARTICLE XX – UNIFORMS

Section 1.

All employee uniforms, as required, will be issued at their corporate office. The responsibility for the correct sizes and maintenance 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, and/or loss of their uniform deposit (but not to exceed the full cost of replacing the uniforms and equipment).

ARTICLE XXI – 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 six (6) months. Inability to work for medical reasons must be verified by a doctor's certificate. The Employer has the right to verify the reason for the employee's absence and prior to returning to work the Employer may require that the employee be certified as being physically able to return to work. The Employer will make every reasonable effort to place the individual back to work.

Personal Leave Without Pay – AN employee may request leave without pay for a period of up to twelve (12) weeks. All such requests must be made in writing and indicate the reasons for and the length of the leave requested. The Employer shall have discretion as to whether such

requests are granted. Neither seniority nor benefits shall accrue during such personal leave. Employees on leaves of absence for personal reasons who accept other employment during such leave shall be considered as having resigned. The Employer upon receiving two (2) or more weeks of notice of the Employee's intent to return to work shall give due consideration to allowing the Employee to return to his or her former job or an equal job consistent with scheduling requirements and the avoidance of disrupting other employees' work schedules.

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.

Bereavement Leave – If it is necessary for an employee to lose time from work because of a 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. In the event the employee must travel more than four hundred miles, the Employer will approve a minimum of two (2) additional days of absence, if requested by the employee, and such time may be charged to vacation or Leave without pay at the employee's option. For the purposes of this leave Immediate Family 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. The Employer may require proof of the death for which an employee requests a paid leave.

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 Program Manager in writing at least five (5) days before said employee's intended date of return to work. The Employer shall give due consideration to allowing the Employee to return to his/her former job or an equal job consistent with scheduling requirements and qualification standards. In the event the employee fails to return to work on the prescribed date then it will be considered as a no call no show and treated to disciplinary action.

ARTICLE XXII – 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 Union recognizes that the bulletin boards are in government offices and its use and approval is at the sole discretion of the Contracting Officer, ATR, or COTR of the contract. The Union shall ensure there is no posting contrary to Rules of the US government or any other government authority or the Employer's policy of equal employment opportunity and harassment.

ARTICLE XXIII - 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, for the loss of normally scheduled work days caused by the jury duty. Jury duty shall be for a maximum of five (5) working days during the life of this contract. The employee is required to provide the employer in writing within 72 hours of receiving a jury duty questionnaire or notice in order to take advantage of this benefit.

ARTICLE XXIV - 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 according to the regular hours they worked (see each respective benefit plan for details).

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 XXV - 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. All said items will be generated at the request of the Union.

Section 7.

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

Section 8.

Labor Management Meeting: A labor management meeting shall be scheduled quarterly at the request of either part between the Employer and the Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services.

ARTICLE XXVI – 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, or by any modification of the government issued contract, or other such official regulation modifications, 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 XXVII – 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 XXVIII – TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from February 1, 2008 Through January 31 2010, subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. The Employer and the Union agree to re-open this

APPENDIX "A"

WAGES SCHEDULE

Effective February 1, 2008 the Employer will pay wages and other employee benefits as set forth in the Employer's contract with DHS.

It is specifically agreed by the parties that effective February 1, 2008 the hourly pay rate for members of this bargaining unit shall be \$20.00 per hour. Effective February 1, 2008 the hourly pay rate for working the supervisor post shall be \$21.00 per hour.

It is specifically agreed by the parties that effective February 1, 2009, the minimum hourly pay rate for members of this bargaining unit shall be \$ 20.50 per hour. Effective February 1, 2009 the hourly pay rate for working the supervisor post shall be \$21.50 per hour.

Section B. Uniforms and Allowance:

Effective February 1, 2008 the Employer, shall pay a Uniform's Allowance of \$ 0.30 per hour for each regular hour worked up to a maximum of forty (40) hours per pay week.

Section C. Pension Allowance:

(1) Effective February 1, 2008 the Employer will make a pension contribution of \$ 0.60 per hour for each regular hour worked up to a maximum of forty (40) hours per pay week. Effective February 1, 2009 the Employer will make a pension contribution of \$0.65 per hour for each regular hour worked up to a maximum of forty (40) hours per pay week.

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

Section D. Health & Welfare:

Effective February 1, 2008 the company shall contribute, according to the employee election, the

sum of \$3.16 per hour for all hours worked, not to exceed forty (40) hours in any one (1) pay week. Effective February 1, 2009 the company shall contribute, according to the employee election, the sum of the current H&W rate at the time of the contract anniversary date for all hours worked, not to exceed forty (40) hours in any one (1) pay week. Within thirty (30) days of the date of hire each employee shall elect in writing one of three (3) options: (1) participation in the employer's insurance program, or (2) participation in the Union's Health Insurance program, or (3) election to receive the cash equivalent of the prevailing Health and Welfare rate under the contract minus any tax obligations.

Section E. Sick/Personal Leave:

Effective February 1, 2008 the company shall allot up to six (6) personal & sick days for each employee in the manner described in Article XI- Personal & Sick Days. Effective February 1, 2009 the Employer shall allot up to eight (8) personal & sick days for each employee.