

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

State: Maryland

Area: Statewide

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

Between

WACKENHUT SERVICES, INC.

And

UNITED UNION OF SECURITY  
GUARDS (UUSG)

At

GSA HEADQUARTERS  
WASHINGTON, D.C.

Effective

February 1, 2009 – January 31, 2012

**AGREEMENT BETWEEN WACKENHUT SERVICES, INC.  
AND  
UNITED UNION OF SECURITY GUARDS (UUSG), WASHINGTON, DC,**

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# **AGREEMENT**

## **PREAMBLE**

This Agreement is made and entered into on this 1<sup>st</sup> day of February 2009, between WACKENHUT SERVICES, INC., hereinafter referred to as the "Employer," and UNITED UNION OF SECURITY GUARDS (UUSG) hereinafter referred to as the "Union."

## **ARTICLE 1**

### **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 and sergeants, employed by the Employer at the GSA Central Building located at 1800 F Street, NW, Washington, DC, but excluding all other employees, including office clericals, lieutenants, captains and any other supervisors as defined in Section 2 of the National Labor Relations Act, as amended in the certification case [company accepted. 5-RC-15887 dated August 23, 2005. The above location is hereinafter referred to as "site."

## **ARTICLE 2**

### **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 discharge without recourse to the grievance and arbitration procedures. An employee who is

absent during his/her probation may, at the Employer's option, have said probation automatically extended for a like number of days, up to a maximum of thirty (30) days.

The Employer shall notify the Union within thirty (30) days of all new employees hired and of all employees terminated, setting forth their address, social security number, job classification and department.

### **ARTICLE 3**

#### **UNION MEMBERSHIP AND DUES CHECKOFF**

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 thirty (30) day following the effective date of this Agreement or within thirty (30) 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 changeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

The Employer will deduct from wages of any employee covered by this Agreement and said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Employer to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Employer will pay to 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 no later than the fifteenth (15<sup>th</sup>) day of the month following the month the dues were deducted for. The Union shall advise the

Employer 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 leave of absence without pay in excess of thirty (30) days. The Employer 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. The Employer shall provide the Union each ninety (90) days an updated seniority roster with current addresses of bargaining unit employees.

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

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS**

Section 4.1 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. Discharges, disciplines, or suspends for any reason not prohibited by Federal or State law, including without limitation the National Labor Relations Act;
5. Require employees to observe reasonable Employer and Client rules and regulations,
6. Determine when overtime shall be worked,
7. Determine the qualifications of an employee to perform work,

8. Implement and enforce the Employer's current drug testing policy; and
9. Schedule and/or reschedule employees consistent with the needs of the Client, with a minimum of a week's posted notice, except TAS which may require shorter notice.

Section 4.2 This statement of management rights, which remains unimpaired by this Agreement is not intended to exclude other unstated rights, which are not mentioned herein. In exercising these rights, it is understood and agreed that the Employer will not violate any of the provisions of this Agreement.

## ARTICLE 5

### UNION REPRESENTATIVE

Section 5.1 The Union's representative and/or their designees shall not unlawfully be denied access to the Employer's work site for the purpose of considering matters covered by this Agreement. However, no interview or contact shall be made, held or conducted in any working area unless prior approval has been given by the highest ranking Company's representative on duty at the time of the visit. The Union shall obtain permission from the Project Manager in order to be on site. Union's business representative shall not engage in any activities which interfere with the work of any employee covered by this Agreement.

Section 5.2 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.



## ARTICLE 6

### **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/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 Employer 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/her workstation to conduct any other Union business after obtaining such permission shall clock out at the time that he/she leaves the workstation and shall clock in at the time that he/she returns to the workstation after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business.

However, the Employer recognizes the need for Union orientation, representation and training. Therefore, the Shop Steward (s) will be allowed up to sixty (60) hours over the life of the CBA, to attend Union sponsored training programs. The Union should be required to compensate the Shop Steward (s) for training. Such request must be in writing thirty (30) days in advance supported by Union provided documentation.

## ARTICLE 7

### **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 8

### **WAGES AND BENEFITS**

Section 8.1 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 8.2 The Employer recognizes the fact that there are times when inclement weather or a natural disaster may close the GSA Central Building where his/her employees are assigned. In the event that a closing as described above occurs, employees will be excused and paid up to five (5) days pay, per calendar year, providing said conditions result in the employee being unable to report for work. Proof may be required.

Section 8.3 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 9

### **HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS**

Section 9.1 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. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. The workday shall be defined as the twenty-four (24) hour period commencing with the start of the employee's shift and terminating twenty-four (24) hours thereafter. The pay period shall consist of two (2) workweeks. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as vacation pay, holiday pay, and paid leave of absence.

Section 9.2 All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half (1½) 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 9.3 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.

Section 9.4 Any employee who is designated by the Employer as a training instructor will receive an additional ten percent (10%) of the employee's base wage during the period training is performed.

Section 9.5 The Employer agrees that classroom and range time required for recertification is a work-related activity and will be considered as time worked.

## **ARTICLE 10**

### **HOLIDAYS**

Section 10.1 The following days shall be designated as paid holidays:

New Year's Day	Independence Day
Martin Luther King's Day	Labor Day
President's Day	Veteran's Day
Columbus Day	Thanksgiving Day
Memorial Day	Christmas Day

Section 10.2 In order to receive holiday pay, the following conditions must be satisfied: .

The employee must work his/her regularly scheduled workday before and after said holiday.

Section 10.3

a) The ten (10) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees shall receive prorated holidays based on average hours worked in the preceding four (4) weeks.

b) Additional paid holidays that will apply are as follows:

- Inauguration Day (every fourth year in the Washington DC metro area).
- Death of a current or past President- Observance by Executive Order and only after approval of the Contracting Officer to pay.
- Any day the President gives the local federal government off with pay and only after approval of the Contracting Officer to pay.

## **ARTICLE 11**

### **PERSONAL & SICK DAYS**

Section 11.1 A full-time employee with one (1) or more years of continuous service shall be entitled to thirteen (13) paid sick/personal days off per year. This benefit will be provided on

the employee's anniversary each year. a) Sick pay will be payable for full days of absence due to illness commencing on the first day (1<sup>st</sup>) day of illness/injury, 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. Such request will be made after the first (1<sup>st</sup>) absence of two (2) or more days. Nothing herein shall preclude the Employer from asking for medical verification of any absence where abuse is suspected.

c) Personal leave will be granted as long as the employee provides the Employer a written notice, a minimum of seven (7) days in advance, and business conditions permit. Approval or disapproval will be on the leave request form. The Employer retains the right to limit the number of employees off. Personal leave day will not count as time worked for overtime purposes.

d) Sick/personal leave shall not accrue. Employees will be paid for unused sick/personal days at the end of each contract year at [50%] their benefit amount. Employees who are terminated will not receive unused sick or personal days.

## **ARTICLE 12**

### **VACATIONS**

**Section 12.1** Each employee who has been continuously employed for one (1) year shall receive two (2) weeks vacation.

Section 12.2 Each employee who has been continuously employed for five (5) years shall receive three (3) weeks vacation and after twelve (12) years shall receive four (4) weeks vacation.

Section 12.3 All employees shall be eligible for regular vacations on their original anniversary date of hire at and/or on the “the work site.” Vacation pay for part time employees shall be based on the average number of hours worked in the previous twenty-six (26) weeks.

Section 12.4 Seniority for purposes of vacation accrual is based on Employee’s hire date with WSI at this location or any other time worked at another WSI location.

Section 12.5 Employees are normally required to submit weekly vacation requests in writing to the Project Manager 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. Vacation is normally approved on a first come basis.

Section 12.6 The Employer agrees to give prompt consideration for vacation extending for three (3) or more days and to approve or deny timely requests for vacation within fourteen (14) days after the vacation request is made or the day before the next schedule is posted.

## **ARTICLE 13**

### **CALL IN AND REPORTING PAY**

Section 13.1 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 three (3) hours prior to his/her scheduled starting time if he/she is unable to report to work. Employees will receive from the on-duty Supervisor a confirmation number when they call in. It is the employee’s responsibility to maintain this number to verify that a call off was made.

Section 13.2 An employee who has been called into work for 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 13.3 In the event an employee reports to work for his/her shift without being notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances.

## **ARTICLE 14**

### **SENIORITY**

Section 14.1 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 (1) seniority list for all operations covered by this Agreement. Seniority shall be on site basis. If an employee transfers from another Wackenhut site, his or her seniority would not carry for the purpose of bidding or post assignment, but would carry for purposes of vacation accrual. Seniority for employees hired on the same date shall be determined by the highest last 4 digits of the SS#.

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 ninety (90) 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 outside of the bargaining unit, 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. If for any reason, the Company terminates the Supervisory position and another bargaining unit position is available, the employee's seniority will begin as that of a new hire.

Section 14.2 Seniority shall terminate if:

1. An employee is terminated for just cause;
2. An employee voluntarily quits or resigns his/her Employer;
3. An employee is laid off for more than twelve (12) months or length of employment, whichever is less;
4. An employee is laid off and fails to return to work on the date specified by the Employer, except for just cause;
5. An employee is absent for three (3) workdays during the term of this Contract without notifying or advising the Employer, unless the employee is unable to do so due to conditions beyond his/her control;
6. An employee overstays a leave of absence without a justifiable reason;
7. An employee gives a false reason for a leave of absence or engages in other employment; or
8. An employee is removed from the Site by the Government for any reason, and/or loses his/her credentials necessary to work on the Site. This will not be grievable.



9. If there is an Administrative issue that causes an employee to lose their credentials and later those issues are resolved, the employee can be reinstated at his/her current seniority status.

Section 14.3 Seniority will continue to accrue during a layoff and approval of absence.

## **ARTICLE 15**

### **LAYOFFS**

Section 15.1 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 15.2 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 15.3 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 15.4 An employee shall continue to retain recall rights for a twelve (12) month period or length of employment, whichever is less, commencing from the date of the layoff.

Section 15.5 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 15.6 The Employer shall make every effort to give any non-probationary employee, who is laid off, five (5) or more working days' notice of the layoff.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURES**

Section 16.1 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 or employees removed from the Site by the Government and/or due to loss of credentials, shall not have any rights under the grievance procedure.

Section 16.2 In order to be processed, all grievances must be presented at the first step within five (5) workdays after the employee has knowledge of, or should have known, of the event-giving rise to the grievance unless both parties agree to waive or extend the time frame for investigation purpose. Extensions by both parties must be made in writing or e-mail/fax.

In case of discharge, the parties agree to proceed directly to Step Two (2) meeting within ten (10) workdays after a written grievance is submitted to the Employer.

Section 16.3 A grievance shall be processed pursuant to the following:

#### **Informal Step**

It is in everyone's best interest if the issue, concern or grievance is resolved between the individual employee(s) and his/her immediate Supervisor. To that end, all grievances prior to being reduced to writing shall be discussed and, if possible, resolved prior to going to Step 1.

### **Step 1**

The grievance shall be reduced to writing on prescribed forms, dated and signed by the aggrieved party and presented to the Project Manager or designee within five (5) workdays 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 Project Manager or designee. 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, the Union Vice President or his/her designee, and the Vice President of NCR or his designee. The Employer shall give a written response to the grievance within ten (10) workdays after the Step 2 meeting. If at the end of Step 2 the grievance remains unresolved, it will be elevated to Step 3.

### **Step 3**

A meeting shall take place within ten (10) workdays after the Employer's response to the Step 2 meeting. The meeting shall be attended by the grievant, the Union's President, the Employer's Vice President of Labor Relations or her designee. The Employer shall give a written response to the grievance within ten (10) workdays after the Step 3 meeting.

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 made by the President of the Union within ten (10) workdays after the Step 3 answer is received in order to be timely submitted to arbitration.

Section 16.4 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 automatically moved to the next step of the grievance procedure.

## **ARTICLE 17**

### **ARBITRATION PROCEDURES**

Section 17.1 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 and Conciliation Service (FMCS). The arbitration, when filed with the FMCS shall be handled in accordance with their "Voluntary Rules of Labor Arbitration."

Section 17.2 During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his

finding and award in writing within thirty (30) calendar days after conclusion of the hearing. The decision of the arbitrator shall be final and binding.

Section 17.3

The arbitrator's authority shall be limited to finding a direct violation of the express purpose of this Agreement or provisions in question rather than an implied or indirect purpose. The arbitrator shall have no authority to modify the discipline imposed unless it can be demonstrated that the Company failed to follow progressive discipline or that the Company did not have "just cause" to impose either suspension or termination. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement. The hearing will be conducted pursuant to the Federal Rules of Evidence.

Section 17.4 The arbitrator shall have no power to establish or change wage rates or wage scales.

Section 17.5 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 17.6 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 less any earned wages or unemployment compensation.

Section 17.7 Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time.

## **ARTICLE 18**

### **EXAMINATIONS**

Section 18.1 When the Employer requires an employee to take a physical or psychological examination or evaluation by a certified health care provider, the Employer shall bear the cost of such examination.

Section 18.2 The Employer shall pay the cost of range fees and ammunition for the employee's attempt to qualify at the weapons qualification testing.

Section 18.3 An employee who fails to qualify, during the weapons qualification 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 18.4 The Employer shall pay the cost of Federal or State mandated training and shall compensate employees at their regular straight-time hourly rate of pay for actual time spent training.

Section 18.5 The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by DHS/FPS and the applicable WSI directives.

## **ARTICLE 19**

### **UNIFORMS**

Section 19.1 All employee uniforms, as required, will be issued at their work sites. The responsibility for the correct sizes shall be up to the employee, so that he/she is properly dressed.

Section 19.2 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 20**

### **LEAVE OF ABSENCE**

Section 20.1 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 Employer 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 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 20.2 Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Project Manager in writing at least five (5) days before said employee's intended date of return to work.

## **ARTICLE 21**

### **BULLETIN BOARD**

Section 21.1 The Employer shall provide an appropriate bulletin board, subject to GSA's management approval, exclusively for the use of the Union for the posting of notices, such as:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meeting;
5. Union updates of negotiations.
6. Notices of DOL or NLRB decisions or requirement.

Section 21.2 There shall be no distribution, by employees or the Employer, of notices, pamphlets, advertising or political matters in work areas.

Section 21.3 All postings shall conform with proper business and community standards.

## **ARTICLE 22**

### **JURY DUTY**

Each employee covered by this Agreement shall be paid the difference in pay between his/her current hourly rate and what is received from the court, and shall abide by the rules of the



court that has jurisdiction over his/her serving on jury duty. Jury duty shall be for a maximum of twenty-one (21) days during the life of this contract and will be mandated according to the, federal, state or local government requirement.

## **ARTICLE 23**

### **CLASSIFICATIONS**

Section 23.1 Full-time employees are those employees who regularly work an average of thirty-two (32) hours or more a week.

Section 23.2 Part-time employees are those employees who regularly work less than an average of thirty-two (32) hours a week. Part-time employees are eligible for holiday pay, vacation leave benefits, and all other benefits as set forth herein on a prorated basis to the hours they were regularly scheduled to work.

Section 23.3 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 23.4 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 24**

### **GENERAL PROVISIONS**

#### **Section 24.1**

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

Section 24.2

Employee's 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 24.3

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

Section 24.4

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

Section 24.5

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

Section 24.6

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 Employer. 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.

Section 24.7

Breaks - Employer shall make every effort to give each employee a personal break when necessary.

Section 24.8

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 up to three (3) days paid leave of absence at his/her straight-time rate of pay in order to make arrangements for and to attend the funeral. If a death in the immediate family occurs among a member of the immediate family who resides more than one hundred (100) miles from the employee's residence, the employee shall be entitled to five (5) days paid leave of absence of 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, spouse's grandparents, and grandchildren.

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

Section 24.9

Personnel Files - The Employer shall make every reasonable effort to give each employee an opportunity to review his/her personnel files. The Union representative in regard to his/her official duties and requirements under this Agreement shall have an opportunity, with the employee's written approval, to review employee personnel files. Disciplinary letters,

memorandums and warnings (records of conversation or counseling) shall not be used for further discipline after six (6) months of issuance.

Section 24.10

Call Offs - Employees who call off will call consistent with Section 13.1 of this Agreement.

Section 24.11

Incentives - The Employer and the Union endorse the use of incentives to help encourage outstanding performance by bargaining unit members. While not negotiable, the Union will be advised in advance of the introduction, modification and/or cancellation of said incentives.

Section 24.12

Direct Deposit - The employees, shall, as a condition of employment allow direct deposit for their bi-weekly payroll checks.

**ARTICLE 25**

**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 26**

### **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 (CBA) 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 27**

### **COMPANY REGULATIONS**

a) Any rules, regulations or directives, which are now in effect, or which may be later imposed upon the Company by its Client, the DHS/FPS, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the employees hereunder. In agreeing with this Article, the Union is in no way waving its rights to review and to recommend changes which they deem necessary and to enter into expedited bargaining, if applicable. Employees are also required to adhere to Company Rules and Regulations, including S.O.P. 358, Administration of Discipline , notwithstanding any possible conflict with any provisions of the Agreement.

b) Copies of Rules and Regulations so imposed will be made available to the Union upon request.

## **ARTICLE 28**

### **DRUG AND ALCOHOL POLICY**

The Parties recognize that in the security business, the use of controlled substances or alcohol which cause intoxication or impairment on-the-job poses risks to the Employer, the

affected employee, his/her co-workers, and the public. An employee cannot perform his/her work adequately if he/she is under the influence of illegal drugs or alcohol, and an employee under the influence of drugs or alcohol also presents danger to himself/herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the employee's competency to perform security work and is grounds for revocation of his/her firearms permit. It is the Employer's policy to maintain a drug-free workplace. The Employer and the Union agree to the Drug and Alcohol Policy.

## ARTICLE 29

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

Section 29.1 The Employer agrees to pay employees who are required to re-qualify with a weapon on a firing range for up to four (4) hours at the employee's normal hourly rate of pay and one-half (1/2) hour for travel to and from the range facility at the employee's normal rate of pay for the first attempt only. The Employer further agrees to pay employees who are required to take government mandated training and retaining courses at the regular rates of pay provided by this Agreement. Notwithstanding the foregoing, in the event that an employee is required to take a repeat training course or is required to make a second attempt to qualify with a weapon because the employee failed to attain a sufficiently high score to be re-qualified, the Employer shall not be obligated to pay the employee for such courses or additional weapons range time.

Section 29.2 The Employer shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Employer shall afford to employees the opportunity to have at least one (1) practice session prior to any formal re-qualification test.

All qualification and re-qualification procedures shall be conducted in accordance with DHS/FPS guidelines and procedures. Subject to DHS/FPS guidelines and procedures, the employee shall be given two (2) opportunities to qualify prior to the expiration date of his/her weapons permit. If the employee is unable to re-qualify prior to the expiration of his/her weapons permit or fails to pass a range qualification test twice before such time, the employee shall be laid off without pay for a maximum of forty-five (45) days. Such employee shall be reinstated after re-qualifying. An employee laid off pursuant to this provision shall accrue seniority or fringe benefits during his/her period of layoff. If the person does not re-qualify after the forty-five (45) day layoff period, such action will be considered as a voluntary quit.

### Section 29.3

a) The Employer shall schedule, in a timely manner, full-time and part-time employees to obtain any annual government required physical examination at no expense to the employee (only for one examination). If an employee does not appear for or obtain his/her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended as in Section 29.2 above. If the employee does not satisfactorily pass his/her physical within the period of time specified above, the employee shall be considered as having voluntarily quit.

b) Subject to DHS/FPS requirements and rules, the employee shall have two (2) opportunities to pass the physical examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated. Failure to maintain physical fitness standards could result in employee termination.

Section 29.4 If an employee does not successfully complete and pass his/her government-required DHS/FPS, first aid and/or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be laid off as in Section 29.2 above. If the employee does not satisfactorily pass his/her first aid and/or CPR examination within the period of time specified above, the employee shall be placed on layoff status until such time as the employee is administered the examination(s) and passes same. The employee shall have two (2) opportunities to pass the first aid and/or CPR examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated.

Section 29.5 The Employer shall provide employees, at least ninety (90) days prior to expiration of their DHS/FPS handgun permit, such forms as are required by the DHS/FPS for the renewal of such permit. Employees are expected to return such forms, including the range qualification form, completed together with any necessary photographs and fingerprint specimens within ten (10) days thereafter. The Employer shall promptly submit the completed forms, photographs, and fingerprint specimens to the DHS/FPS. If the employee does not submit to the Employer the completed forms, photographs, and fingerprint specimens within the aforementioned period and, as a result of the employee's delay, the employee's permit lapses, the employee shall be suspended without pay until the permit is received. Notwithstanding the foregoing, if the employee fails to provide the completed forms, photographs, and fingerprint specimens within thirty (30) days of his/her receipt of the forms from the Employer, the employee shall be deemed to have quit voluntarily. In the event the Employer fails to submit completed forms, photos and fingerprint specimens to the appropriate agency and the employee's



permit lapses because of such delay, the employee may be reassigned without loss of pay pending the issuance of the permit providing an opening exists.

### **ARTICLE 30**

#### **TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from February 1, 2009, through January 31, 2012, subject to the following, and shall continue from year-to-year thereafter. The parties by mutual written consent can modify or change this Agreement.

**APPENDIX "A"**

**WAGES SCHEDULE**

The Employer will pay such wages and other employee benefits as set forth in the Employer's contract with GSA upon ratification effective February 1, 2009, including any amendments thereto.

**Section A.** 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 as follows:

***Base Wages:***

(A) Armed Officer	-	\$20.81
(B) Sergeants	-	\$23.27

**Section B.** It is specifically agreed by the parties that effective February 1, 2010; the minimum hourly pay rate for members of this bargaining unit shall be as follows:

***Base Wages:***

(A) Armed Officer	-	\$21.43
(B) Sergeants	-	\$23.97

**Section C.** It is specifically agreed by the parties that effective February 1, 2011; the minimum hourly pay rate for members of this bargaining unit shall be as follows:

***Base Wages:***

(A) Armed Officer	-	\$22.08
(B) Sergeants	-	\$24.68

**Section D. Shift Differential:**

<b><u>From</u></b>	<b><u>To</u></b>		
1500	- 2300	-	\$0.60 per hour for each regular hour worked.
2300	- 0700	-	\$0.85 per hour for each regular hour worked.

**Section E. *Uniforms and Allowance:***

- (1) 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 Allowance of \$0.31 per hour for each regular hour worked up to 40 hours per week for the life of this Agreement..

**Section F. *Pension Allowance:***

- (1) One dollar and fifty cents (\$1.50) per hour for each regular hour worked.
- (2) Employees shall have the option to join a 401K or Pension Plan designated by the Union. The Employer shall forward all employee contributions directly to the Plan providers as designated by the Union.

## APPENDIX "B"

### Health and Welfare:

- (1) Upon the effective date of this Agreement, employees will be enrolled in the Security Workers Health and Welfare Fund where the Company makes periodic payments to the Fund on behalf of the Employee. The Fund provides health and welfare benefits to employees and their beneficiaries. Regardless of the date(s) on which the Company makes contributions on behalf of specific employees, eligibility for benefits under any of the Plans or Funds referred to herein is determined in accordance with the respective plan or Fund rules. The employees shall have the right of choice as mandated in the previous contract.
- (2) Upon the effective date of this Agreement, the Company will contribute to the Security Workers Health and Welfare Fund the sum of three dollars and ten cents (\$3.85) per hour worked (to include training hours) to a maximum of forty (40) hours per week or two thousand and eighty (2,080) hours per year for employees covered by this Agreement.  
Effective February 1, 2010 the rate will be \$4.00 per hour.  
Effective February 1, 2011 the rate will be \$4.15 per hour.
- (3) In the event that the contribution rate required by the Security Workers Health and Welfare Fund for a level of coverage desired by an employee is greater than the Company contributions provided for in Paragraph 2 above, the Company agrees to deduct from the employee's wages an amount sufficient to meet the contribution requirement. Such deduction shall only be made upon authority of a written authorization signed by the employee.
- (4) The Company agrees to provide the Health and Welfare Fund with monthly remittance reports containing such information in such manner and on such forms as may be required by the Fund. Contributions based upon all payrolls paid during a month and supporting remittance report shall be delivered by the Company to the Health and Welfare Fund on or before the 15<sup>th</sup> day following the month for which contributions are due.
- (5) The Security Workers Health and Welfare Fund provides three options for employees:
  1. Security Workers Health and Welfare Plan.
  2. All Health and Welfare wages be placed in the S&W 401 Plan as an additional savings.
  3. All Health and Welfare wages paid to the employee as additional wages, minus applicable taxes.
- (6) The Union will provide the Company Payroll Dept. with a list of all employees who are NOT enrolled in the Security Workers Health & Welfare Fund upon the first Open Enrollment period after ratification. Any subsequent changes in the status of an employee's enrollment in

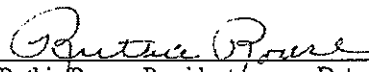
or out of the Security Workers Health & Welfare Fund must be reported to the Company immediately. The Company assumes no responsibility for dollars paid to the Fund inadvertently if notice from the Union has not been made.

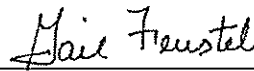
IN WITNESS THEREOF, the parties hereto, by their duly authorized representatives,  
have caused copies hereof to be executed this 23<sup>rd</sup> day of January 2009.

Agreed to:

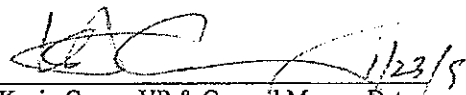
UNITED UNION OF SECURITY  
GUARDS (UUSG)

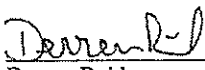
WACKENHUT SERVICES, INC.

  
Ruthie Rouse, President / Date  
UUSG

  
Gail Feustel, Vice President / Date  
Labor Relations WSI-HQ

  
Jacqueline Cannon / Date  
UUSG Steward

  
Kevin Conry, VP & General Mgr. / Date  
National Capital Region

  
Darren Reid / Date  
UUSG Steward

  
Stevie Boose, Project Manager / Date  
GSA HQ