

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**DECO SECURITY SERVICES**

**and the**

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**

**and**

**ITS LOCAL 40 (Richmond, Roanoke, Charlottesville and Outlying Areas)**

**And**

**ITS LOCAL 226 (Norfolk)**

**DHS Security Guards**

**State of Virginia**

**2006-2009**



May 4, 2006

Ms. Cynthia Palmer, Contracting Officer  
DHS/Federal Protective Service  
Mellon Independence Center  
701 Market Street, Suite 4200  
Philadelphia, PA 19106

RE: Contract GS-03P-03-GID-0027  
Security Guards - State of Virginia  
Collective Bargaining Agreement

Dear Ms. Palmer:

We are pleased to supply you with the newly agreed upon collective bargaining agreement that DECO, Inc. has reached with the United Government Security Officers of America. This is the Union that represents the employees on the above referenced contract.

If there are any questions or issues with this, please feel free to contact me at any time and I will be glad to discuss them with you.

Thank you for your continuing support of our contract effort. We look forward to continued service to the government.

Sincerely,

Andy Pierucki  
Chief Operating Officer

Attachment

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## COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered as of the 2<sup>nd</sup> day of May, 2006, by and between DECO SECURITY SERVICES, with offices currently located at 14275 Golf Course Drive, Suite 250, Baxter, Minnesota 56425, hereinafter referred to as the "Employer" or "Company," and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, ITS LOCAL 40 AND ITS LOCAL 226, with offices currently located at 7230 Meade Street, Westminster, Colorado 80030 hereinafter referred to as the "Union."

### ARTICLE 1 - RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all full-time and regular part-time security officers employed by the Employer assigned to the federal buildings located in Richmond, Roanoke, Charlottesville and outlying areas in the State of Virginia (excluding Norfolk), pursuant to the Employer's Contract No. GS-07F-0103M (the "DHS Contract") with the U.S. Department of Homeland Security ("DHS"), for the provision of security services at said facilities, but excluding all office clerical employees, professional employees, contract manager, assistant contract manager, captains, lieutenants, supervisors, and all other employees of the Employer.

**Section 2.** This recognition of the Union only applies to the extent the work is being performed pursuant to the DHS Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the awarding of the DHS Contract, and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

**Section 3.** The term “employee” when used in this Agreement shall refer to the employees in the bargaining unit described in Article I, Section 1, above. The term “full-time employee” shall refer to employees who are classified as “full-time” and regularly scheduled to work thirty six (36) or more hours per regular workweek.

**Section 4.** It is expressly understood that in the event of an emergency or for non-routine situations on a temporary basis, non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the DHS. For purposes of clarification, bargaining unit employees that are not members of the Union may perform bargaining unit work.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 1.** The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the DHS’ facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; after negotiation with the Union to temporarily subcontract any part of its operations or to supplement its existing operations, including unit work; to select and determine supervisory employees; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to

establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the DHS and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

**Section 2.** The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the express and specific terms of this Agreement.

### **ARTICLE 3 - SENIORITY**

**Section 1.** Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit (for the Employer or a predecessor federal contractor). Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, and other situations as provided for in this Agreement. If (i) an employee becomes a supervisor and consequently not a member of the bargaining unit, (ii) within six (6) months thereafter such employee is no longer a supervisor and rejoins the bargaining unit, and (iii) during the entire six (6) month period, the individual has been employed by the Employer, then such employee shall retain his/her original seniority date.

**Section 2.** Newly hired employees shall be regarded as probationary employees for the first ninety (90) days of work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. Upon written notification and a supporting good faith explanation to the Union, the Employer can extend any probationary period up to an additional thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

**Section 3.** Separate seniority lists for full-time and part-time employees will be posted and maintained by the Employer and the Employer shall furnish copies of the seniority list to the Union's local president on a quarterly basis. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Captain not later than thirty (30) calendar days after the list has been posted. If (i) a full-time employee becomes a part-time employee, or (ii) a part-time employee who becomes a full-time employee, then such employee will be placed at the bottom of the seniority list to which the employee transferred, so long as the transfer was voluntary.

**Section 4.** Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records.

**Section 5.** The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:



- (a) the employee quits or retires;
- (b) the employee is discharged under the terms of this Agreement;
- (c) the employee is absent from work for a period of 72 hours without advising the Employer, regardless of the reason for such absence;
- (d) the employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
- (e) the employee overstays a leave of absence or a vacation for a period of 24 hours without advising the Employer, regardless of the reason;
- (f) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- (g) a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- (h) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority at the time of layoff, whichever is less;
- (i) the employee has falsified or misrepresented information on his/her application for employment or any other documentation including without limitation medical information provided to the Employer or the Government;
- (j) the employee is convicted of a criminal offense;
- (k) the employee fails to establish that he or she satisfies the weapon and/or medical standard requirements of the Employer or DHS, to continue to work under the DHS Contract as a security guard and documentation is provided to the affected employee or the Union;

(l) the employee's clearance, credentials or qualifications to work under the DHS Contract is revoked, suspended or terminated by the DHS, or the DHS requests or requires the removal of the employee from working under the DHS Contract or the DHS determines that it is not in the best interest of the Government or the DHS Contract for the employee to continue working under the DHS Contract and documentation is provided to the affected employee or the Union; or

(m) A unit member who has accepted a position in supervision or management remains in such supervision or management position after the expiration of the probationary period for such supervision or management position.

#### **ARTICLE 4 - TRANSFERS, LAYOFF AND RECALL**

**Section 1.** Whenever it is necessary to layoff employees, or if the DHS Contract is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

**Section 2.** Full-time employees - When full-time positions are being reduced:

- (a) probationary full-time employees shall be laid off first;
- (b) should it be necessary to further reduce the full-time work force, non-probationary employees shall then be laid off in the inverse order of their seniority. Any full-time employee being displaced under this provision who has more seniority than the least senior part-time employee, may bump that part-time employee, at his/her discretion, and thereby the least senior part-time employee will be laid-off.

**Section 3.** Regular part-time employees - When regular part-time positions are being reduced:

- (a) probationary part-time employees shall be laid off first;

(b) should it be necessary to further reduce the work force of regular part-time employees, non-probationary part-time employees will be laid off in the inverse order of their seniority. A part-time employee being displaced under this provision may not bump a full-time employee.

**Section 4.** Laid-off employees are not eligible for any compensation or benefits (other than unemployment compensation) during their periods of layoff.

**Section 5.** Employees who have been laid-off or who bump to a different position or classification (i.e., full-time v. part-time) as a result of being displaced in accordance with this Article, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 1.** For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

**Section 2.** The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal

concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events which have occurred more than five (5) days before the grievance is filed with the Employer.

**Section 3.** All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One - Any non-probationary employee having a grievance, or a non-probationary employee designated by a group of non-probationary employees having a grievance, must discuss the grievance with the appropriate supervisor within five (5) days from the date the event giving rise to the grievance occurs. The employee shall document the date and time of the discussion and the name of the supervisor that was involved in the discussion. The failure of the employee to document as provided in the previous sentence shall automatically constitute a voluntary withdrawal and waiver of the grievance. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall answer the complaint promptly.

(b) Step Two - If a grievance is not resolved at Step One, the grieving employee must reduce the grievance to writing and include a detailed explanation of the facts giving rise to the grievance, a reference to a specific section of this Agreement the employee asserts was violated by the Employer, the relief requested and present the written grievance to the Employer's Contract Manager within five (5) days after the completion of Step One. The written grievance shall be signed by the grieving employee or the Union, countersigned by the Contract Manager acknowledging receipt of the

grievance. The grievant, a Union representative (if requested by the grievant) and the Contract Manager (or his/her designee) shall meet to discuss the grievance. The Contract Manager shall give a written decision to the grievant within ten (10) days after receipt of the grievance.

(c) Step Three - If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union's local office and to the President (of his designee) of the Employer within ten (10) days after the completion of Step Two. The Employer's President (or his designee) may meet with the grievant and the Union representative (either telephonically or in-person) to discuss the grievance. The Employer's President (or his designee) shall give a written decision to the grievant within fifteen (15) days after receipt of the grievance.

(d) Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request for arbitration to the other party within fifteen (15) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Contract Manager. Step Four is limited as follows:

(i) No individual grievant may move a grievance to Step Four. Only a Union officer who is not the grievant may accept the grievance on behalf of the Union and move the grievance to Step Four.

(ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the DHS Contract, or the Employer's adherence to a request or requirement of the Government or the Government's position that an employee's continued working under the DHS Contract is not in

the best interest of the Government or the DHS Contract, shall be processed to Step Four since those matters are not arbitrable.

(iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall request the Washington D.C. office of the American Arbitration Association (“AAA”) to supply the Union and the Employer with a list of arbitrators to hear the arbitration. An arbitrator will then be selected from the list supplied by the AAA by the parties (starting with the Employer) alternatively striking from the list until one name remains, and this individual will be the arbitrator to hear the case. If either party encounters two or more procedural errors by the AAA during the term of this Agreement, that party may require that future arbitrations be heard by the Federal Mediation and Conciliation Service (instead of the AAA) by giving written notice to the other party, such notice will not apply to any arbitration matters then being processed by the AAA. The failure of the Union or the Employer, for any reason, to timely initiate the process to select an arbitrator as provided above or the failure of the Union or the Employer, for any reason, to timely submit the matter to the AAA as provided above, shall be deemed a withdrawal of the request for arbitration and the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.

(iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.

(v) The arbitrator's fee and expenses and the cost of any hearing room shall be equally shared by the parties. The cost of a transcript of the proceedings shall be paid by the party requesting a copy of the transcript. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

(vi) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the DHS, the contracting officer or other official of the Government.

(vii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than five (5) days, and shall be

offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the grievant's part to properly mitigate his/her damages. Any award of front pay and emotional distress/pain and suffering shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance.

**Section 4.** The Union shall have the right to file a group grievance on grievances involving more than one (1) non-probationary employee at Step One of the grievance procedure within five (5) working days of the event giving rise to the grievance.

**Section 5.** Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure. If factual information is discovered for the first time during any step in the grievance process, such newly discovered information may provide the basis for a new grievance, which grievance must re-start at Step One.

#### **ARTICLE 6 - MANDATORY ARBITRATION**

**Section 1.** Unless otherwise subject to the grievance provisions herein or not otherwise arbitrable as provided herein and except for filing charges or complaints with the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board or any other federal, state or local governmental agency, any claim arising out of or relating in any manner to the employment of any employee with the Employer, shall be settled by binding arbitration in accordance with the AAA Rules on Employment Disputes then in effect. Claims subject to this Article include, but are not limited to, any claims alleging a violation of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the



Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Virginia Human Rights Act, the National Labor Relations Act or similar state law, the Veterans Reemployment Act, the Uniformed Services Employment and Reemployment Rights Act, the Worker Adjustment and Retraining Act, and any action for defamation, libel, slander, negligence, negligent hiring, negligent training, negligent supervision, negligent retention, contract claims (except for those subject to the grievance provisions herein), conversion, constitutional claims, violation of any state consumer protection laws, interference with contractual relationships, fraud, intentional or negligent misrepresentation, discrimination and harassment of any kind, including failure to promote claims, retaliation of any kind, tortious interference with business relations or expectancy, false imprisonment, intentional or negligent infliction of emotional distress, wrongful termination in violation of public policy or otherwise, any protected activity, breach of covenant of good faith or fair dealing, whether arising under statute or common law, and all other federal, state and local laws, statutes and regulations.

**Section 2.** The Arbitration proceedings conducted pursuant to this Article shall be confidential and held in a mutually agreeable location within twenty miles of the employee's most recent work location in the State of Virginia. In no event may a demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable federal and/or state law.

**Section 3.** A demand for arbitration shall be served on the Employer's Contract Manager and a copy provided to an officer of the Union, who is not the party bringing the arbitration. Arbitration shall be conducted by a single arbitrator (the "Arbitrator") selected by the AAA. The Arbitrator must be a person experienced in employment law and must have served as an arbitrator in not less than three (3) prior employment law arbitrations conducted under the

AAA rules. The Arbitrator must not be a person who ever has been an affiliate of or attorney for any party or the Union, or for any of their respective affiliates, or for the legal counsel for any party or the Union.

**Section 4.** All materials and information obtained in discovery shall be kept confidential. Arbitration shall be completed within six (6) months from the date of filing the first Statement of Claim with the AAA. The Federal Rules of Evidence shall apply to the arbitration hearing.

**Section 5.** Any provisional remedy that would be available from a court of law shall be available from the Arbitrator to the parties' pending arbitration. Any party may, without inconsistency with this Agreement, apply to any court of proper jurisdiction and seek injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

**Section 6.** The Arbitrator shall issue a confidential, reasoned arbitration award that includes written findings of fact and conclusions of law supporting the award. The Arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. However, the Arbitrator may otherwise award all remedies that would be available in a court of competent jurisdiction. Judgment on any arbitration award may be entered by any party in any court of competent jurisdiction. The arbitration award may be modified and/or vacated only on the grounds available under the Federal Arbitration Act or at common law.

**Section 7.** All expenses of the arbitration shall be borne 60% by the Employer and 40% by the Union. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. Notwithstanding the foregoing, the

Arbitrator shall be entitled to tax and assess reasonable costs (including the fees of attorneys and the Arbitrator) in favor of the prevailing party and against the non-prevailing party to the extent allowed by applicable federal and/or state law.

**Section 8.** The provisions of this Article shall survive the termination or expiration of this Agreement. Any dispute regarding the applicability of this Article to a particular claim or controversy shall be arbitrated as provided herein. This Article shall be governed and enforced by the Federal Arbitration Act.

#### **ARTICLE 7 - DISCIPLINE**

**Section 1.** No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the DHS Contract by the DHS, the employee's authority to work as a security guard under the DHS Contract is otherwise removed, suspended, denied or terminated by the DHS, or the Employee no longer satisfies the DHS' qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the employee/Union waives any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, a copy of any written supporting documentation from or to the Government shall be provided to the affected employee or the Union. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the DHS or as otherwise provided herein), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in Article V of this Agreement.

**Section 2.** Subject to the foregoing, discipline shall be applied in the following manner:

(a) Level 1 Offense

(i) With respect to the first Level 1 offense, the employee will be given a verbal warning within thirty (30) days after the date of the offense. Evidence of the verbal warning shall be placed in the employee's personnel file.

(ii) With respect to the second Level 1 offense, the employee will be given a written warning within thirty (30) days after the date of the offense.

(iii) With respect to the third Level 1 offense, the employee shall be suspended without pay for a period of up to seven (7) days at the sole discretion of the Employer. The Employer may consider whether it will be required to pay overtime to any other employee to cover the schedule of the suspended employee.

(iv) With respect to the fourth Level 1 offense, the employee may be terminated, at the sole discretion of the employer.

(v) A Level 1 offense shall mean the following:

(1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the DHS and/or its tenants or otherwise in accordance with the policies of the Employer,

(2) improper discussion of workplace issues with the Government; including, but not limited to, any issue that could be the subject of a grievance under this Agreement,

(3) having personal visitors or relatives on Company or Government property while on duty,

(4) using personal radios, televisions, computers, cell phones while on duty,

(5) visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building,

(6) engaging in any unauthorized outside employment,

(7) any unexcused lateness to an assigned post,

(8) failure to show up for scheduled work,

(9) failure to call-off with less than four (4) hours notice (except for sickness), and

(10) failure to provide a note from a doctor as required in Article 14, Section 4 of this Agreement.

(b) Level 2 Offense

(i) Subject to the foregoing, any other offense, including without limitation, the following offenses, shall subject an employee to immediate discharge:

(ii) abuse of authority,

(iii) neglect of duty,

(iv) breach of security,

(v) sabotage,

(vi) conduct which impugns or disparages the DHS or its agents, or the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,

(vii) inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform,

(viii) violation of the code/standards of conduct/any employee personnel policy manual of Employer and/or security guard manual,

(ix) dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics,

(x) immoral conduct,

(xi) fighting,

(xii) breach of building rules or regulations,

(xiii) sleeping while on duty,

(xiv) destruction of property,

(xv) criminal misconduct,

(xvi) the employee is insubordinate,

(xvii) disorderly conduct, use of abusive or offensive language/swearing, quarreling,

(xviii) violation of any other requirements or policies of the Employer or the Government,

(xix) improper use of a firearm or possession of a firearm, ammunition or explosives not issued or authorized by the Employer,

(xx) unauthorized use of communication equipment, computers, internet access, telephone, or facsimile machine,

(xxi) any conduct which causes the Government to issue a monetary penalty or deduction against the Employer,

(xxii) engaging in sexual, racial or any other form of harassment or any other conduct prohibited by the Employer,

(xxiii) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,

(xxiv) improper use of official authority or credentials including misrepresentation of titles or scope of authority,

(xxv) lending or giving Company or Government keys or access codes to unauthorized persons,

(xxvi) revealing security information to any unauthorized person or entity

(xxvii) being negligent or careless in a manner which could result in danger, damage, injury or loss to any employee, the Employer or the Government,

(xxviii) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,

(xxix) failure to perform the essential elements of the employees job,

(xxx) assault or participation in disruptive activities,

(xxxi) falsification or concealment, removal, mutilation or destruction of any reports, documents or records,

(xxxii) concealment of material facts by willful omissions in any reports, documents or records,

(xxxiii) failure to cooperate or interference with any official investigation,

(xxxiv) unreasonable delays or failure to complete job assignments,

(xxxv) conducting personal business while on duty,

(xxxvi) refusing to assist someone as required in post orders,

(xxxvii) failure to follow instructions and directions from supervisors in the chain of command,

(xxxviii) for employees working in the Norfolk area only and hired after June 1, 2006, failure to submit Employer required forms to obtain Department of Defense security clearance, and

(xxxix) leaving a post without being properly relieved.

## **ARTICLE 8 - JOB OPPORTUNITIES**

**Section 1.** Except for vacations, sick days, no shows, leaves of absence of less than ninety (90) days, if any vacancy occurs on the “day shift” which is normally filled by a full-time employee, for a period of five (5) days, the Employer will post notice of the vacancy on the day shift in the operational area (as defined by the Employer) in which the vacancy occurs. The Employer will consider all qualified full-time applicants, including transfer requests from full-time employees, received by the Employer within ninety (90) days preceding the creation of the vacancy. Subject to the approval of the Government and the best interest of the Employer’s operations, the Employer will assign the most senior qualified applicant to the day shift, but not necessarily the vacated post, who is already based at the operational area (as defined by the Employer). If filling the day shift vacancy creates a second day shift vacancy, the second day



shift vacancy will be filled according to this Section. If filling the second day shift vacancy creates a third day shift vacancy or more vacancies, the Employer may fill such third and all subsequent vacancies as the Employer deems appropriate, giving due consideration to seniority. For purposes of this Section, the "day shift" shall mean a shift starting at 6:00 a.m. or later and ending at 6:00 p.m. or earlier.

**Section 2.** In the interest of maintaining continuing operations, for a period of up to sixty (60) days, subject to Article 1, Section 4, the Employer may temporarily assign an employee from the bargaining unit to a vacancy until the shift is filled according to this Article.

#### **ARTICLE 9 - HOURS OF WORK/OVERTIME/CALL-IN PAY**

**Section 1.** Assignments shall be scheduled at the discretion of the Employer to fulfill the needs of the DHS. Nothing contained herein shall guarantee to any employee (i) any number of hours of work per day or week, (ii) any particular shift (except as provided in Article VIII), or (iii) a particular post assignment.

**Section 2.** If (i) an employee is not scheduled to work on a particular day, (ii) is requested to work by the Employer on such day, (iii) the employee arrives prepared to work, and (iv) is not given any assignment by the Employer on such day, then the employee will be paid three (3) hours of pay at the employee's regular base hourly rate.

**Section 3.** An overtime rate of one and one-half (1½) times an employee's base hourly pay (exclusive of health and welfare and other fringe benefits) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

**Section 4.** Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

**Section 5.** If the Employer has less than 24 hours advance notice that overtime will be required, or that an employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline up to and including immediate termination.

**Section 6.** If the employer has advance notice of 24 hours or more that overtime will be required, or that an employee will be required to work beyond the hours scheduled on a particular day, whenever possible, such overtime will be offered to each full-time employee, in an operational area, based upon seniority, then to each part-time employee, in the same operational area, based upon seniority, then to each full-time employee in other operational areas, based upon seniority, and then to each part-time employee in other operational areas, based upon seniority, provided that the Employer is not required to offer overtime to any employee that (i) is then scheduled to work forty (40) hours or more during the work week, or (ii) the additional overtime hours, when added to the hours then scheduled to work for such employee, will exceed forty (40) hours in the work week. In order to accomplish the foregoing, on a monthly basis, the employer shall post, at each operational area, a sign-up sheet for that operational area and other operational areas, for full-time employees and similar sign-up sheets for part-time employees desiring to work overtime during the month. If the Employer determines that an insufficient number of employees sign up to work overtime, then overtime shall be mandatory for those employees that do not sign-up and shall start at the bottom of the seniority list.

**Section 7.** Each employee may be required to punch in on the time clock when reporting for duty, to punch out and in for lunch if the employee leaves the building, and to punch out at the end of the employee's shift, or to otherwise maintain time records as required by the Employer. Employees who work at post which provide self-breaks must obtain permission before leaving the premises for break periods or during Employer paid lunch breaks.

**Section 8.** The Employer shall provide a projected schedule with days off and daily work assignments at least once every two weeks.

#### **ARTICLE 10 - WAGES**

**Section 1.** Effective June 1, 2006, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$14.00 per hour
Unarmed Guards (except in the cities of Fredericksburg, Culpepper, and Harrisonburg)	\$12.00 per hour
Unarmed Guards in the cities of Fredericksburg, Culpepper, and Harrisonburg	\$12.50 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 2.** Effective June 1, 2007, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$15.00 per hour
Unarmed Guards	\$13.00 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 3.** Effective June 1, 2008, the base hourly wages for non-probationary employees shall be as follows:

Armed Guards	\$16.00 per hour
Unarmed Guards	\$14.00 per hour

The base hourly wage for probationary employees shall be \$1.00 per hour less than the base hourly wages described above.

**Section 4.** Any employee (probationary or non-probationary) actually working in the Roanoke Area between 12:01 AM and 5:59 AM at his/her regular base pay, shall receive an additional 35¢ per hour for each hour worked between such times.

**Section 5.** Except as otherwise provided in this Article, the aforementioned wage schedules shall remain in effect during the life of this Agreement.

#### **ARTICLE 11 - HOLIDAYS**

**Section 1.** Armed and unarmed employees assigned to locations pursuant to the DHS Contract will receive the following 10 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Labor Day, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

**Section 2.** A full-time employee who is not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any night shift, overtime, or benefit allowance payments. To the extent permitted by applicable law, the employee will be paid holiday pay only if:

(a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on a leave of absence.

**Section 3.** Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

**Section 4.** An employee who is scheduled to work on a holiday and fails to report for such work shall forfeit the employee's holiday pay.

**Section 5.** Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), up to eight (8) hours. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the fulltime benefit based on the average number of hours worked by the employee during the four weeks preceding the holiday divided by forty (40), up to eight (8) hours.

## ARTICLE 12 - VACATIONS

**Section 1.** Eligible full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in federal DHS-contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of 1 year of service	80 hours
Upon completion of 5 years of service	120 hours
Upon completion of 10 years of service	160 hours

**Section 2.** Eligible part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 2,080 hours.

**Section 3.** Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to December 1st of each year of his or her first and second choice for desired vacation periods, if any. The vacation schedule will be posted by the Employer by the following January 1st. Subject to the foregoing, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least ninety (90) days prior to the requested vacation time off. The Employer will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer in line with the seniority of bargaining unit members and non-bargaining unit members requesting vacation time off. The final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and that all posts are fully staffed without the payment of overtime.

**Section 4.** Earned vacation pay shall be paid within thirty (30) days of the employee's anniversary date of employment. Vacation time will be taken without additional pay, but subject to Article XIII, Section 1 and 2 below.

**Section 5.** Vacation time shall not be cumulative or carryover from one year to the next.

**Section 6.** For vacation pay purposes only, an employee taking a leave of absence of more than thirty (30) days during the Government contract year will be treated as part time under Section 2 of this Article.

## ARTICLE 13 - HEALTH AND WELFARE ALLOWANCE

**Section 1.** Effective June 1, 2006, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.30 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 2.** Effective June 1, 2007, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.60 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 3.** Effective June 1, 2008, the Employer will make Health and Welfare Allowance payments to employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.90 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken.

**Section 4.** Employees may participate in the Employer's 401(k) plan provided interested employees meet the eligibility and qualifications of the plan. Interested employees should notify the Contract Manager, who will obtain information about the 401(k) plan and provide it to such employees.

## ARTICLE 14 - PERSONAL LEAVE

**Section 1.** Employees shall earn up to thirty six (36) hours of paid personal leave per full government contract year. These days shall accrue at the rate of up to 3.0 hours per month

for each month of 144 hours or more of work as an armed or unarmed guard. For months during which fewer hours are worked as an armed or unarmed guard, the accruals for those months will be prorated. Paid personal leave time will only be accrued at the conclusion of each month.

**Section 2.** Personal leave time off must be approved by the employee's immediate supervisor and shall be taken in no less than four (4) hour increments.

**Section 3.** Paid personal leave shall only be allowed if an employee is sick. Any employee who is unable to report to work because of sickness shall notify the Employer at least two (2) hours prior to the beginning of his/her regular shift.

**Section 4.** A note from a doctor shall not be required for personal leave of two consecutive days or less unless (i) excessive as determined by the Employer, (ii) as a result of a pattern of absences by the employee, or (iii) the Employer has reason to suspect that the employee is not sick.

**Section 5.** Earned personal leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the sick leave. Unused personal leave will not carry over from contract year to contract year, but will be paid to employees after the end of the government contract year.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

**Section 1.** Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to employees.

**Section 2.** An employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the applicable medical condition is made known to the Employer in accordance with the provisions of this Article, is supported by a doctors certificate showing the nature of the illness and the estimated length of time the



employee will be unable to perform his/her job. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the employee to return to the employee's job. Should the Employer have reason to doubt the fitness of the employee to return to the employee's job, the Employer may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work.

**Section 3.** To the extent a specific leave under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

**Section 4.** An employee shall be granted a military leave of absence, as required under applicable federal law, for the time spent in full-time active duty in the armed forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable federal laws in effect at the time of such leave.

**Section 5.** A non-probationary employee who is also an elected officer of the Union may request up to three (3) days of unpaid leave per Government contract year in order to attend to Union business outside of the Federal facilities protected by the Employer. In addition, a non-probationary employee who is also an elected officer of the Union will be granted unpaid leave in order to negotiate this Agreement with the Employer.

**Section 6.** A leave of absence shall be processed in the following manner:

(a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:

- (i) the reasons for such leave;
- (ii) the effective date of such leave; and
- (iii) the estimated date of return to work.

(b) The written request for a leave of absence shall be submitted to the contract manager for final disposition.

(c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

**Section 7.** All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

(a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article XII of this Agreement;

(b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;

(c) Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees; and

(d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA, as determined by the Employer, and the Employer may require the employee to

use accrued vacation days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the FMLA. Action taken by the Employer to comply with the FMLA shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

#### **ARTICLE 16 - FUNERAL LEAVE**

**Section 1.** Employees shall be eligible for up to three (3) days of paid funeral leave per full Government contract year (which begins on June 1) for purposes of attending, on a day normally scheduled to work, the funeral of a parent, grandparent, step parent, mother-in-law, father-in-law, spouse, child, sibling, brother-in-law, sister-in-law or grandchild. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid this benefit. Verifiable information (i.e. an obituary or name of funeral home or cemetery) and the employee's relationship with the deceased person must be provided to the Employer. Funeral days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, not to exceed eight (8) hours per day.

#### **ARTICLE 17 - RETURN OF UNIFORMS/TRAINING COSTS**

**Section 1.** The Employer will provide uniforms in accordance with the DHS Contract. Notwithstanding the foregoing, for employees hired on August 1, 2003 and thereafter, (i) each employee will be charged the Employer's cost for boots that meet the requirements of the DHS, or (ii) any employee may purchase his own boots that meet the requirements of the DHS and are approved by the Employer prior to use. In addition and subject to applicable law, for employees hired on or after June 1, 2006, upon commencing employment, each employee shall pay a uniform and equipment deposit to the Employer of \$100. The deposit may be paid in

cash or deducted from the first four payroll checks in equal installments in accordance with a written authorization signed by the employee. The deposit will not earn interest.

**Section 2.** Upon the termination of employment, each employee will be responsible to return all Employer-issued uniforms and equipment in good condition, reasonable wear excepted, within five (5) days after the employee's last day of work and the deposit will then be returned to the employee. The cost of any article(s) of a uniform and/or equipment not returned to the Employer within five (5) days after the employee's last day of work will be deducted from the employee's final pay check, less the deposit which will be forfeited by the employee and retained by the Employer. Each employee will agree in writing authorizing the deductions from his/her payroll checks as provided above.

**Section 3.** The Union and the Employer recognize that employee training required to work under the DHS Contract (specifically, Virginia security guard license training and DHS required initial training) may also qualify an employee to work under other Government contracts and that training costs are a significant expenditure for the Employer. Thus, subject to applicable law, each employee will be responsible to reimburse the Employer for costs incurred by the Employer in providing Virginia security guard license training and DHS required initial training to such employee. Each employee will agree in writing authorizing the deduction of such training costs from his/her first four (4) payroll checks. Employees will not be required to reimburse the Employer for annual/refresher training or annual renewal of required licenses.

**Section 4.** The Employer will provide annual/refresher training as required under the DHS Contract. The Employer will schedule such annual/refresher training. If an employee fails to attend the first scheduled training session or fails to pass required testing for any reason, he/she will be rescheduled one time. If the employee fails to attend the second scheduled

training session or fails to pass required testing for any reason, the employee will be responsible for scheduling and completing his/her own training and passing required testing at his/her own cost. If an employee attends the first training and testing session or second training and testing session, then the Employer will pay the employee for the actual time spent by the employee in the training and testing session (excluding travel time to and from the training and testing locations).

#### **ARTICLE 18 - STRIKES**

**Section 1.** So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

**Section 2.** Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

#### **ARTICLE 19 - UNION SECURITY**

**Section 1.** The Union agrees that it will accept into membership any employee who desires and is eligible to be a member of the Union, without discrimination, and that it will not

attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

**Section 2.** Subject to the provisions in this Article and all applicable state and federal laws, and during the term of this Agreement, since the members of the bargaining unit are working in a right-to-work state, the Company will provide the employees who are members of the Union with the option to have their regular union dues and initiation fees deducted from their regular paychecks as provided herein. Said deductions shall be provided for employees pursuant to the submittal of dues deduction authorization forms in the form below, for so long as their authorizations remain in effect. Authorization forms shall be submitted by the Union to the Employer's business office, from time to time. Deductions shall be made from each payroll check at a fixed sum equal to 1/26<sup>th</sup> of the annual dues as certified by the Union to the Employer, commencing on the first payroll period of the month following the month of the Employer's receipt of the written dues deduction authorization. All dues withheld shall be remitted to the Union's international affiliate (along with a list of names of employee from whose payroll check dues were deducted) in a single lump sum within two (2) weeks from the last day of each calendar month.

**Section 3.** The dues deduction authorization forms shall be in writing and signed by the employee. Each employee and the Union agree that the Union, and not the Employer, will be solely responsible for reconciling and resolving with any employee and/or the Union any over or under payments of dues or fees and that the Employer's only responsibility under this Agreement is to make the dues deductions and to remit the same to the Union's international affiliate. Each employee and the Union hereby release the Employer from any liability related to all such deductions.

**Section 4.** Any dues deduction authorization shall be revocable upon the earlier of (i) the termination of employment or (ii) by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of this Agreement or any successor agreement. To be effective, any revocation shall be in writing, signed by the employee, sent to the Employer by certified mail, and received by the Employer not earlier than 15 days before, nor later than 15 days after, the anniversary date or expiration date as of which the authorization is being revoked. The Employer will promptly inform the Union of the receipt of any notice of revocation and the date on which such notice as received by the Employer. Any revocation of authorizations will be implemented within 30 days thereafter.

**Section 5.** The Union shall be solely responsible for reconciling any over or under withholdings applicable to the employees. The Employer's only responsibility under this Agreement is to submit all withheld sums to the Union.

**Section 6.** The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to this Article. Moreover, this Article shall not be the subject of any grievance processed under the grievance procedure herein. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means. If the Union takes action through a court to enforce the employee's obligations under this Article, the Union shall be entitled to recoup from the employee all of its court costs and reasonable attorneys' fees directly associated with the successful judicial enforcement of the employee's obligation as allowed by local law.

**Section 7.** If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article during the pendency of the dispute after conferring on the matter with the Union.

**Section 8.** The Union, including its International, shall defend, indemnify and hold the Employer harmless from any and all demands, allegations, charges, claims, actions, suits, damages or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article.

#### **ARTICLE 20 - BULLETIN BOARD**

**Section 1.** If approved by the DHS, the Employer shall provide the Union with reasonable space on a bulletin board located in the Employer's office at each operational area. The bulletin board may only be used by the Union for the posting of official notices to the members of the bargaining unit and Union newsletters. Derogatory or offensive comments or messages may be removed by the Government, the Employer or the Union.

#### **ARTICLE 21 - DRUG TESTING**

**Section 1.** The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the DHS' or the Employer's reasonable suspicion, or (c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

**Section 2.** If the results of the drug test, after compliance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, are positive for illegal drugs, the employee will be suspended without pay until the confirmatory test is given. If the result of the



confirmatory test are positive for illegal drugs, the Employer may immediately terminate the employee without recourse by the employee or the Union to the grievance procedures in this Agreement and without any other recourse by the Union or the employee against the Employer.

## **ARTICLE 22 - GOVERNMENT SUPREMACY**

**Section 1.** The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The DHS may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the DHS deems to be in the interest of the Government. If the DHS takes action which supersedes any provision of this Agreement, the Employer will so notify the Union in writing.

**Section 2.** Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee and the Employer will so notify the Union in writing.

## **ARTICLE 23 - GENERAL PROVISIONS**

**Section 1.** The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer, however, shall not be processed beyond Step Three of the Grievance Procedure. Further, any action taken by the Employer to comply with the Americans

with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

**Section 2.** Neither Union officials nor Union members shall, during working time (excluding break or lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity, including the administration or monitoring of the Employer's compliance with this Agreement.

**Section 3.** Employees who are late shall not be paid for time not actually worked. The Employer shall document all such incidents of tardiness. All incidents of tardiness, shall provide a basis for disciplinary action.

**Section 4.** The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty (\$50.00) dollars per examination. Physical/medical/psychological exams may be required by operation of the DHS Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

**Section 5.** The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the DHS Contract and the Employer's policies as in effect from time to time.

**Section 6.** Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees

will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

#### **ARTICLE 24 - PARTIAL INVALIDITY**

**Section 1.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect

#### **ARTICLE 25 - WAIVER, ENTIRE AGREEMENT AND AMENDMENTS**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters not referred to or covered in this Agreement, except by mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.** This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. The parties acknowledge and agree that since neither the Union nor any employees are parties to the DHS Contract, neither the Union nor any employees are third party beneficiaries of the DHS Contract.

Section 3. This Agreement can only be modified by the express, written and signed agreement of the parties.

**ARTICLE 26 - TERMINATION**


Section 1. This Agreement shall be effective on June 1, 2006, and shall remain in full force and effect until 11:59 p.m. on May 31, 2009. Thereafter, this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the DHS of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

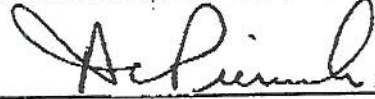
Section 3. This Agreement shall be binding upon any successor contractor to the Employer.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement as of the day and year first above written.

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**  
By its international representative

By   
Its DIRECTOR, SPECIAL PROJECTS

**DECO SECURITY SERVICES**

  
Andrew Pierucki, Chief Operating Officer

FROM : UG50A

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA**

By Local 40

By Thomas D. Hill  
Its President

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA**

By Local 226

By Michael Palmer  
Its President

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