



Collective Bargaining Agreement

Between

TRIPLE CANOPY, A CONSTELLIS COMPANY

And the

SECURITY OFFICERS ASSOCIATION of AMERICA

Representing the

PROTECTIVE SECURITY OFFICERS

At

Denver, Colorado and Surrounding Areas

Effective

May , 2020 through April 30, 2021

Contents

COLLECTIVE BARGAINING AGREEMENT	2
ARTICLE 1 – RECOGNITION	2
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 - SENIORITY	3
ARTICLE 4 - TRANSFERS, LAYOFF AND RECALL	4
ARTICLE 5 - GRIEVANCE PROCEDURE	5
ARTICLE 6 - DISCIPLINE	8
ARTICLE 7 - JOB OPPORTUNITIES	8
ARTICLE 8 - HOURS OF WORK AND OVERTIME	9
ARTICLE 9 - WAGES	11
ARTICLE 10 - HOLIDAYS	11
ARTICLE 11 - VACATIONS	13
ARTICLE 12 - HEALTH & WELFARE	14
ARTICLE 13 - FUNERAL LEAVE	15
ARTICLE 14 - PTO / SICK	16
ARTICLE 15 - SHIFT DIFFERENTIAL	16
ARTICLE 16 - JURY DUTY	16
ARTICLE 17 - LEAVES OF ABSENCE	17
ARTICLE 18 - RETURN OF UNIFORMS/WEAPONS/TRAINING	18
ARTICLE 19 - UNION SECURITY / DUES CHECKOFF	19
ARTICLE 20 - STRIKES AND LOCKOUTS	20
ARTICLE 21 - DRUG TESTING	20
ARTICLE 22 - GOVERNMENT SUPREMACY	21
ARTICLE 23 - BREAKS	21
ARTICLE 24 - BULLETIN BOARD	21
ARTICLE 25 - LABOR/MANAGEMENT MEETINGS	22
ARTICLE 26 - GENERAL PROVISIONS	22
ARTICLE 27 - TERMINATION	23
SIGNATURE PAGE	24

COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between TRIPLE CANOPY, INC., A Constellis Company, (the "Employer" or the "Company") and the SECURITY OFFICERS ASSOCIATION OF AMERICAN ("SOAA" or the "Union").

ARTICLE 1 – RECOGNITION

Section 1. For the purpose of this Agreement, the term "Employee" shall include all full-time and regular part-time security officers performing services for the Employer at FPS sites in and around the cities of Denver, Aurora, Littleton, Centennial, Englewood, Golden, Greenwood Village, Lakewood, Fort Collins, Louisville, Boulder, and Greeley, Colorado. Excluding, all other employees, contract managers, assistant contract managers, captains, lieutenants, sergeants, lead guards, applicants, candidates, pre-employment trainees, office clerical employees, professional employees, and supervisors as defined by the National Labor Relations Act.

Section 2. The term "full-time employee" shall refer to employees who are regularly scheduled to work and regularly work thirty-six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term "part-time employee" shall refer to employees who are regularly scheduled to work and regularly work less than thirty-six (36) hours per workweek, excluding any unpaid meal or break periods, sick leave and vacations. This Section will not be construed to mean a guarantee of hours per week. The Union understands that the designation of hours is driven by the needs of the Employer's client and when there are changes to regular work hours at the sites within the bargaining unit the parties will confer telephonically with respect to such changes in advance.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. Management of the operations and workforce covered by this Agreement are vested exclusively with the Employer, except as limited by specific provisions of this Agreement. To the extent not inconsistent with this Agreement, the Employer shall have sole and exclusive rights customarily reserved to management, including but not limited to, the right to:

- (a) Hire, assign, schedule, lay-off, recall, promote, and demote;
- (b) Discipline employees for just cause;
- (c) Determine, establish, and implement new operational methods;
- (d) Determine, establish, change, or continue policies, including discipline policies, practices, and procedures for the conduct of the business and provision of services provided such are not in conflict with any provision of this Agreement;
- (e) Determine and select the type of uniform and equipment, to include changing any aspect of the uniform or equipment;
- (f) Reassign or relocate employees; to set the levels of satisfactory work performance, including quality and quantity of work;
- (g) Set and alter the frequency of workweeks;
- (h) Determine and change starting times, quitting times, schedules shifts, and post assignments of employees;
- (i) Temporarily assign employees to meet the needs of the Employer and Client;
- (j) Establish and change shifts, as well as the number of employees needed for each shift;

- (k) Take any other measures which are reasonable and necessary for the orderly and efficient operation of its business;
- (l) Make operational changes necessary to ensure compliance with Client directives
- (m) Determine employee qualifications and competencies;
- (n) Manage, assign, and direct the workforce;
- (o) Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
- (p) Subcontract as required by Government contract or pursuant to contract bidding; provided that any subcontractor assigned a portion of bargaining unit work will be obligated to comply with the terms of this collective bargaining agreement for the full duration of any such subcontract.

Section 2. The above rights of management are not to be interpreted as all-inclusive, but merely indicate the types of rights, which are reserved for management. Any other rights, powers or authority the Employer had prior to signing this Agreement are retained by the Employer, except those specifically limited or modified by this Agreement.

ARTICLE 3 - SENIORITY

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as an employee 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.

Section 2. Newly hired or promoted employees shall be regarded as probationary employees for the first ninety (90) days they work, not to exceed 6 months. The probationary period shall start on the first day an employee works a productive post after completing training. 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 and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union, may extend any probationary period up to one additional period of thirty (30) calendar 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 date of hire.

Section 3. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the Assistant Contract Manager within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 4. Each Employee shall notify the Employer's program coordinator in the local office in writing of his/her current post office address and telephone number and any subsequent change of name, address, and telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgment of any communication from the Employer.

Section 5. The seniority of an employee shall be terminated 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 fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
- (d) total disability of an employee or for any other reason if a settlement or resolution of any legal claim waives further employment rights with the Employer; or
- (e) 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.

Section 6. Employees who voluntarily leave the bargaining unit, for other work not covered by this Agreement, and later return to the bargaining unit, will start with a new seniority date beginning the day they begin working again on a job within the bargaining unit. This Section shall not be applicable to a Military Activation under Uniformed Services Employment and Reemployment Rights Act.

ARTICLE 4 - TRANSFERS, LAYOFF AND RECALL

Section 1. Whenever it is necessary to lay off employees, or if the Client Contract for providing security services to the client is terminated, not extended or not renewed, the Employer may lay off employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second;
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, regardless of whether such employee is full-time or part-time. Any employee being displaced as a result of his/her post closing or otherwise removal of the post from the Client Contract, shall fill the shift of the less senior employee being laid off.

Section 2. Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid-off or who bump to a different position or classification 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. Unless otherwise stated in this Agreement, the term “days” as used in this Article shall not include Saturday, Sunday or 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 shall be strictly construed but 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 moving the grievance to the next step. 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 seven (7) days before the grievance is filed with the Employer.

Section 3. All grievances, regardless of the initial step, shall be in writing and signed by the grieving employee and the Union and shall;

- (a) state the facts of the grievance as then known to the Union in detail,
- (b) set forth the specific section(s) of this Agreement that are claimed violated,
- (c) state the requested remedy, and
- (d) include a copy of all statements and supporting documentation, if any available to the grieving employee and the Union. The appropriate management employee as provided in Section 4 below shall countersign the grievance, thereby acknowledging receipt of the grievance and send a copy back to the Union.

Section 4. All grievances shall be presented and processed accordance with the following procedure:

Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Lieutenant of the affected employee within seven (7) working days from the date the event-giving rise to the grievance occurs. Only after first submitting the grievance may the grievant, a Union representative (if requested by the grievant), and the grievant’s Supervisor (or his/her designee) meet to discuss the grievance. The Supervisor shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

Step Two – If the grievance is not resolved at Step One, the Union must refer the grievance to the Contract Manager of the affected employee in writing within seven (7) days after the Supervisors decision. Only after submitting the written step two grievance notice may the Contract Manager (or his/her designee) meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Contract Manager shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

Step Three – If the grievance is not resolved at Step Two, the Union must refer the grievance to the Director, Labor Relations or designee in writing within seven (7) days after the Contract Manager’s decision. Only after submitting the written step three grievance notice may the Director, Labor Relations or designee, meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Director, Labor Relations or designee, shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

Step Four - Except as provided 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 therefore to the other party within ten (10) days after the decision of the Director, Labor Relations, or designee. Service of a request for arbitration upon the Employer must be made upon the Employer’s Director, Labor Relations, by e-mail.

Section 5. Requesting an arbitration panel from the Federal Mediation and Conciliation Service (“FMCS”) prior to providing the Employer with timely written notice of moving a grievance to step four in accordance with Section 4(d) and Section 6 is not proper notice of a step four grievance. If this occurs, (1) the Union shall be deemed to have accepted the step three decision as final, (2) the Employer shall have no obligation to respond to any request to select an arbitrator from the panel or otherwise, (3) no arbitrator shall have jurisdiction over the issues raised in the grievance, and (4) if the Union proceeds to arbitration regardless of the foregoing, the Union shall pay all attorneys’ fees and costs (including all of the arbitrator’s fees and costs) incurred by the Employer in such matter.

Section 6. Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

Section 7. Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Client Contract, the Employer’s adherence to the Client Contract or the Employer’s adherence to a request, suggestion, requirement or recommendation of the client shall be processed to Step Four since those matters are not arbitratable and no arbitrator shall have jurisdiction over such matters.

Section 8. Within ten (10) days following a proper and timely written request for submission to arbitration, the Union shall immediately submit the matter to the FMCS for a panel of seven (7) arbitrators located within a 125-mile radius of the Local. If such panel is not provided by FMCS, the Union, will, at its cost, request an additional panel from FMCS, which satisfies the requirement. The arbitrator will then be selected from the panel. If the Union does not submit the matter to FMCS within forty five (45) days after the request for arbitration is received by the Employer, or if the Union has not initiated the selection of an arbitrator within forty five (45) days after the receipt of a panel from FMCS, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration. Subject to the availability of the arbitrator and the Employer, the arbitration hearing must be commenced within ninety (90) calendar days after the selection of the arbitrator. If not;

- (a) the Union shall be deemed to have automatically withdrawn the request for arbitration,
- (b) the Employer may so notify the arbitrator, and
- (c) no arbitrator shall have jurisdiction over the issues raised in the request for arbitration with respect to the matter involved or the timeliness of the request for arbitration or the failure of the arbitration to timely commence under this subsection.

Section 9. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses or a written record of the proceedings shall be made upon the request of either or both parties.

Section 10. 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 or reasonably implied from the grievance.

Section 11. The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. 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.

Section 12. The following matters are not arbitratable and the arbitrator shall have no power and no jurisdiction 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; or
- (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement;
- (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government;

- (f) the Employer's compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government; or
- (g) substitute his or her judgment for that of the Employer in connection with any discipline taken by the Employer against any employee if the facts found by the arbitrator substantially affirm the facts relied upon by the Employer.

Section 13. 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 parties to this agreement. Any award of back compensation to an individual grieving a discharge, discipline or any other matter 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 individual's part to attempt to mitigate his/her damages. Any award of front pay 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. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as emotional distress or pain and suffering damages.

ARTICLE 6 - DISCIPLINE

Section 1. Employees shall be subject to discipline or discharge for just cause.

ARTICLE 7 - JOB OPPORTUNITIES

Section 1. There shall be three shifts: day shift, evening shift, and night shift. The day shift shall mean when a majority of the hours scheduled and worked are between 8:00 a.m., and 4:00 p.m. The evening shift shall mean when a majority of the hours scheduled and worked are between 4:00 p.m., and midnight. The night shift shall mean when a majority of the hours scheduled and worked are between midnight and 8:00 a.m. Area A shall mean employees scheduled and working in the cities of Denver and Aurora. Area B shall mean employees scheduled and working in the cities of Centennial, Englewood, and Greenwood Village. Area C shall mean employees scheduled and working in the cities of Lakewood, Golden, and Littleton. Area D shall mean employees scheduled and working in the cities of Fort Collins, Louisville, and Greeley, Colorado.

Section 2. If the Employer determines that a vacancy exists on a shift (but not with reference to a specific post assignment), the Employer will post the open shift vacancy for seven (7) calendar days in Area A, Area B, Area C and Area D and the posting will identify the days, anticipated hours and which Area to which it applies. The Employer will fill the open shift vacancy with the most senior qualified employee requesting the shift who signed the posting, regardless of the Area at which the employee works; provided that;

- (a) if no employees sign the posting, then the least senior qualified employee regardless of the Area will be assigned to the open shift vacancy, and

- (b) the Employer may temporarily assign any qualified employee(s) to fill an open shift vacancy until it is filled according to this Article and the temporary assignment will not last more than sixty (60) days. The foregoing sixty (60) day limitation will not apply to Emergency Guard Service or Temporary Additional Service. This process shall continue for up to three backfills as a result of the open shift vacancy. The Employer may fill any additional shift vacancies in its sole discretion regardless of the Area that the employee works.

Section 3. It is the responsibility of the employee to commute to work when taking new assignments and the new assignment will be the employee's regular commute and will not be paid time or mileage.

Section 4. Hard copies of payroll check stubs will not be provided unless applicable law requires otherwise.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. Subject to Article 7 above, shifts and post assignments shall be scheduled in the discretion of the Employer to fulfill the needs of the client. Nothing contained herein shall guarantee to any employee;

- (a) any number of hours of work per day or week;
- (b) any particular shift (except as provided in Article 7), or
- (c) any particular post assignment. Notwithstanding the foregoing, if there is a reduction of 25% or more of the productive hours of security officers working under the Client Contract, then the layoff provisions of Article 4 shall apply. Notwithstanding anything contained in this Agreement to the contrary, the Employer may schedule employees with a top-secret clearance to work at a duty station that requires a top-secret clearance. The Employer will attempt to schedule those employees consistent with their shift bid, but there shall be no guaranty this will occur.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3. Overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 4. Employees may be required to work beyond the hours scheduled on a particular day. In such case, 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, including without limitation, termination.

Section 5. Each employee may be required to punch in on the time clock when reporting for duty and to punch out at the end of the employee's shift, or to otherwise maintain time records as required by the Employer. Where time clocks are not available, employees shall sign in and out on GSA Form 139 applicable to his/her post. Employees may not leave the premises during break periods or during Employer paid lunch breaks. After completing a GSA Form 139 at the end of an employee's shift, the employee shall leave the GSA Form 139 at the employee's post assignment.

Section 6. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 7. If two employees are scheduled to work the same post at the same time, and have not been advised either orally or in writing not to report, the employee that regularly works the post shall work the post and the other employee shall receive two (2) hours of pay at his/her regular straight-time hourly rate but no health and welfare or other fringe benefits. If neither employee regularly works the post, then the most senior employee will have the option to work the post. The employee that does not work the post shall receive two (2) hours of pay at his/her regular straight-time hourly rate but no health and welfare or other fringe benefits.

Section 8. If a reduction in coverage by the Client is required and security officers' hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction. In such event, a sign-up sheet will be posted and hours will be scheduled based upon the seniority of the full time employees signing.

Section 9. In the event of an emergency, to provide relief, to cover posts/assignments due to manpower shortages or because of training of employees, if any occurrence of which requires three or more hours of unit work, the employee with the most seniority that signs a call-in list shall be called first on a rotating basis with the other employees signing the list. If the employee declines, then the employee will be moved to the bottom of the list and the employee with the next highest seniority shall be offered the hours. This process shall continue until the time is filled. If no employees signing the list agree to work or if the above circumstances are less than three hours of unit work per occurrence, then it is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the employer's client. If an employee who signs the list refuses to work twice, then that employee will be removed from the list. It is understood by the parties that this Section will not be construed to allow for permanent non-bargaining unit replacements over time.

Section 10. Travel Provisions;

If an employee is required to work more than 45 miles (one-way travel) from their regular work site, then the employee will be paid:

- (a) The employee's regular base hourly wage for travel time (less the regular travel time between the employee's home and regular work site);
- (b) Travel time shall not include Health and Welfare monies, nor count towards time in computing overtime.
- (c) Mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the GSA rate per mile in effect on the date of travel;
- (d) In the event an assignment requires overnight lodging, A per diem of thirty-five (\$35.00) per day will be paid to the Employee. The employee shall be responsible to complete all required documents, and or process, to receive payment.

- (e) Any hotel rooms shall be booked and charges billed directly to the Employer by the hotel. Employer shall pay for room, tax and any other costs necessarily arising out of the Employee's stay at the hotel (e.g., surcharges, parking fee, early check-in fee, Wi-Fi fee. (Early check in fee, and W-Fi, must be pre-approved by the Company. For Wi-Fi reimbursement, it must be required for work.)

Overnight lodging shall be made available for required travel more than 75 miles (one way travel) from their regular work site (less the regular travel time between the employee's home and regular work site), for back to back work/training days or single day work/training assignments that exceed 12 hours.

The employee will be paid at the employees CBA defined rate, which is the employee's normal post/site assignment wage rate, or the prevailing site rate, whichever is the higher rate for the assignment for all productive work hours to include training.

To the extent the Company cannot find volunteers, all travel assignments will be via reverse seniority, with the Company contacting the least senior employee who meets all qualifications and Government / Client requirements first, then moving up to the most senior employee.

ARTICLE 9 - WAGES

Section 1. The below charts identify the base hourly wages to be paid.

For worked performed in the Counties of:

Adams, Arapahoe, Boulder, Denver, Jefferson, and Weld Counties

Position	Current Per Hour Wage	July 1, 2020
Armed Guard II (PSO)	\$27.13	\$28.16
Probationary Armed Guard II (PSO)	\$22.62	\$23.62

For worked performed in the Counties of:

Larimer

Position	Current Per Hour Wage	July 1, 2020
Armed Guard II (PSO)	\$21.98	\$22.82
Probationary Armed Guard II (PSO)	\$18.96	\$20.50

Should any additional locations be added, the pay rate listed for Adams, Arapahoe, Boulder, Denver, Jefferson, and Weld Counties shall govern.

ARTICLE 10 - HOLIDAYS

Section 1. Employees will receive the following 11 holidays on the date observed by the Government / Client for each of the listed holidays excluding the employees birthday:

New Year's day	Martin Luther King Jr's Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day	Employee Birthday	*Executive Order

* In addition to the above holidays, employees will receive holiday pay, as described in this article, should there be a Presidential Executive Order announcing a special holiday as long as that proclamation specifically calls for the holiday to be paid to Federal contractors.

Section 2. If a new holiday is recognized by the Federal Government as an annual regularly scheduled holiday and is incorporated under the federal Service Contract Act for non-union service contract employees in the State of Colorado, such new holiday shall be paid as provided herein. This provision does not include one-time holidays or days on which the Government is closed and/or federal employees are not required to work, if not specifically enumerated above, including, without limitation, Easter, Good Friday, Christmas Eve or New Year's Eve, etc.

Section 3. Full-time employees who are not required to work on a holiday described in Section 1 above shall be paid eight (8) hours at their straight time wage rate, exclusive of any shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an 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 4. Any full-time employee who works as scheduled on a holiday described in Section 1 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 5. An employee who is scheduled to work on a holiday described in Section 1 and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under Article 6.

Section 6. Any regular part-time employee who works as scheduled on a holiday described in Section 1 shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday described in Section 1 and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the fulltime benefit, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8).

Section 7. Upon termination of employment, employees will be paid for all vested and unused vacation as of their last anniversary date. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the termination date. Health & Welfare and Pension benefits will not be paid for any vacation hours paid out to terminating employees.

Section 8. 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 1,872 hours.

Section 9. Unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least thirty (30) days prior to the requested vacation time off. The Employer's Assistant Contract Manager (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, except that up to two employees with a top secret clearance working a duty station which requires a top secret clearance may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 10. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare or any other fringe benefit.

Section 11. Vacation time shall not be cumulative from one year to the next.

Section 12. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 13. If a full-time employee is on a leave of absence for more than thirty days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 14. Notwithstanding the foregoing, if there is an extension of the Client Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 11 - VACATIONS

Section 1. Full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors), in accordance with the following schedule:

Completed Years of Service	Hour Awarded
Upon completion of 1 year of service	88 hours
Upon completion of 5 years of service	128 hours
Upon completion of 10 years of service	168 hours
Upon completion of 25 years of service	208 Hours

Section 2. 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 1,872 hours.

Section 3. Unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least thirty (30) days prior to the requested vacation time off. The Employer's Assistant Contract Manager (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, except that up to two employees with a top secret clearance working a duty station which requires a top secret clearance may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 4. Requests for earned vacation pay shall be submitted to the employee's immediate supervisor at least thirty (30) days in advance. Any remaining earned and unused vacation pay shall be paid within thirty (30) days of the employee's next anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare or any other fringe benefit.

Section 5. For the period of this agreement, and due to the COVID-19 Pandemic, employees may carry over unused vacation into their next anniversary year, at the employees discretion.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 7. If a full-time employee is on a leave of absence for more than thirty days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 1,872 hours.

Section 8. Notwithstanding the foregoing, if there is an extension of the Client Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 12 - HEALTH & WELFARE

Section 1. The Employer shall contribute all H&W monies to the Health and Welfare Benefit Program ("HWBP") on behalf of each employee covered by this agreement consistent with the H&W amounts and dates indicated below. H&W contributions shall be paid on all straight-time hours worked up to a maximum of forty (40) hours per week, not to exceed 2080 hours per year. The following rate shall be in effect:

Current Rate
\$4.60

Section 2. Employees will participate in the HWBP in accordance with the terms of the Plan as outlined in the Summary Plan Description.

The HWBP shall comply with all applicable laws and will offer various benefits as outlined below. Eligible employees should select benefits based on their individual and/or family needs. All participants are encouraged to actively monitor and revise their benefit selections as they individually deem appropriate and will be afforded the opportunity to do so. Participants may revise their selections during the annual Open Enrollment period, or should a qualifying life event occur.

The HWBP currently offers the following benefits:

- (a) 401(k) Savings Plan with multiple investment options;
- (b) Voluntary and/or supplemental medical, dental and vision plans; and
- (c) Life and Disability Insurance.

Participation and eligibility to participate in the Plan(s) shall be governed by the terms of the Plan(s), which are incorporated in their entirety by reference into this Agreement.

Section 3. In the event that the premium rate(s) required by the elected coverages of an employee are greater than the H&W allowance provided for in Section 1 of this Article, the Employer agrees to deduct from an employee's wages the amounts necessary to meet the premium(s) requirement.

Section 4. The Employer reserves the sole right to modify or discontinue the plan(s) in its discretion, provided, however, that any change in price or level of coverage shall be announced at the time of annual enrollment and shall not be changed during a plan year unless coverage provided by an independent, third-party provider is significantly curtailed or decreased during the plan year. Employees shall participate in such plan(s) subject to all terms and conditions of the plan(s). In the event the Employer discontinues or terminates the HWBP Employees shall be paid their Health & Welfare Allowance on their regular paycheck.

Section 5. After twelve (12) weeks of FMLA leave, the employee shall pay the total cost of premium under COBRA for medical/dental insurance benefits to continue.

The Employer shall not be responsible for making H&W contributions for eligible employees on approved leave of absence, except as governed by federal or state law.

Section 6. All benefits offered through the HWBP, at the discretion of the Employer, may be administered through a Third Party Administrator, which may be modified by the Employer.

In the event an employee does not fully allocate the funds in their HWBP account, any remaining funds will be placed into the default 401(k) fund as deemed by the Plan Trustee(s).

ARTICLE 13 - FUNERAL LEAVE

Section 1. Non-probationary employees shall be eligible for up to four (4) days of paid funeral leave per full Government contract year for purposes of attending (but excluding travel days), on a day normally scheduled to work, the funeral of a spouse, child, step-child, sibling, parent, step parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother or grandfather.

Section 2. The non-probationary 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 other evidence of death) 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 14 - PTO / SICK

Section 1. All Employees shall earn PTO / SICK leave at the rate of 1 hour for each 30 hours worked, not to exceed 64 hours per anniversary year.

Executive Order 13706 (EO 1706), Establishing Paid Sick Leave for Federal Contractors, is hereby incorporated by reference.

Section 2. Paid leave under this article maybe in one (1) hour increments when used as sick leave under EO 13706. An employee's request to use leave as sick leave may be made orally or in writing and must be confirmed by a Supervisor. A request for leave under EO 13706 must be made at least seven (7) calendar days in advance when the need for the leave is foreseeable or otherwise as soon as practicable.

A paid leave request not under EO 13706 must be made at least seven (7) calendar days in advance and is subject to approval by the Company. The Employer may agree to waive this requirement on a case-by-case basis.

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. Approved usage shall be regarded as an excused absence, provided, the usage does not exceed 56 hours in a rolling year.

Section 3. Earned, unused, PTO/SICK may be carried over into the employee's next anniversary year, but at no time will an employee carry a balance greater than sixty-four (64) hours, from one year to the next. Unused PTO/SICK Leave in excess of sixty-four (64) hours shall be paid out at the end of the employee's anniversary year. Unused and vested/awarded Leave shall not be paid out at retirement, resignation, or any involuntary termination of employment.

Earned, unused Sick leave may be carried over into the employees next anniversary year, but at no time will an employee carry a balance greater than fifty-six hours. Unused Sick leave in excess of fifty-six (56) hours shall be paid out at the end of end of the employee's anniversary year. Unused leave shall not be paid out at retirement, resignation or any involuntary termination of employment.

Section 4. Hours paid under this article will not be considered as time worked for the purpose of computing overtime.

ARTICLE 15 - SHIFT DIFFERENTIAL

Section 1. The Employer will pay non-probationary employees a shift differential of \$0.25 per hour for all hours worked between 8:00 p.m., and 6:00 a.m..

ARTICLE 16 - JURY DUTY

Section 1. Employees shall receive jury duty benefits in accordance with Colorado Revised Statutes 13-71-126.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. 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 and the affected employee retaining all rights allowed under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 2. 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 law in effect at the time of such leave.

Section 3. A non-probationary employee who is also an elected Union officer or steward may request up to ten (10) days of unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary;

- (a) the employee shall provide fourteen (14) days advance written notice to the Employer,
- (b) this leave may be used to investigate grievances, complaints or other employee issues, however the investigation of grievances by Union representatives and Union stewards will not include contacting (electronically, telephonically or otherwise) other employees while on duty, and no more than three (3) employees may receive this leave at the same time so long as the provisions of Article 11, Section 3 are still met.

Section 4. A leave of absence shall be processed in the following manner:

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

- (a) the reasons for such leave;
- (b) the effective date of such leave; and
- (c) the estimated date of return to work.

The written request for a leave of absence shall be submitted to the Assistant Contract Manager for final disposition by an Executive employee of the Employer.

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 5. 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 4 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;

Such leaves shall be without payroll compensation or Employer paid 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 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 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.

Section 6. 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 7. Sick leave time off must be called into the employee’s supervisor on duty and shall be taken in no less than four (4) hour increments.

Section 8. A note from a doctor shall not be required for sick leave of less than two consecutive days. A note from a doctor shall be required for sick leave of three or more consecutive days.

ARTICLE 18 - RETURN OF UNIFORMS/WEAPONS/TRAINING

Section 1. Upon the termination of employment, each employee will be responsible to return all Company-issued uniforms and equipment in good condition, reasonable wear excepted, within two (2) days after the employee’s last day of work. The actual cost to the Employer of any article(s) of a uniform and/or equipment not returned to the Company within two (2) days after the employee’s last day of work will be deducted from the employee’s final paycheck. Each employee will agree in writing authorizing the deduction from his/her last payroll check as provided above.

Section 2. If an employee is issued a weapon, the employee shall comply with all laws, rules, procedures, and regulations issued by client, the Employer and the State of Colorado regarding the use and storage of the weapon, including the Employer’s standard operating procedure for firearms qualification, a copy of which has been provided to the Union. The following shall apply if more restrictive than the above laws, rules, procedures and regulations: (i) except for practice solely in connection with weapons certification required under the Client Contract, no personal use of the weapon shall be allowed, (ii) the weapon shall be immediately returned to the Employer upon request of the Employer, and any employee issued a weapon may be required to undergo a psychological examination at the request of the Employer. Any violation of this section shall subject the employee to immediate discharge.

Section 3. Notwithstanding the foregoing, if, at an employee’s cost, an employee obtains a valid state issued conceal/carry permit, if required by applicable law, and first provides a copy of such permit to the Employer, then while in transit to and from work in their own vehicle, such employee may wear and carry the weapon on his/her duty belt so long as such employee travels directly to and from work, the shortest route possible. Such employee shall be responsible to comply with all applicable laws, rules, and regulations regarding the proper handling and transportation of firearms. Any violation of this section shall subject the employee to immediate discharge.

Section 4. Employees will be afforded three (3) opportunities (two shoots each for six shoots) to qualify during their semi-annual weapons qualifications.

Section 5. The Employer shall conduct all post training for newly hired security officers.

ARTICLE 19 - UNION SECURITY / DUES CHECKOFF

A. Dues Checkoff

Section 1. The Employer agrees to send to the Union each month, the names, addresses, phone numbers, email addresses (if known) and dates of hire of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or who have been transferred to non-bargaining unit positions. After the end of pre-hire training, at no cost to the Employer, the Union may notify the trainees of a voluntary Union orientation meeting; provided that, the Union shall notify the trainees that they will not be paid by the Employer for attending the Union meeting.

Section 2. The Company agrees to deduct dues as designated by the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union and delivered to the Employer. Deductions will start on the first payroll of the month following the month deduction authorizations are received. The Employee, in compliance with the terms of the written dues authorization form, may serve written notice upon the Company and the Union revoking such authorization. It is understood that such deductions will be made only so long as the Company may legally do so.

The Company will be advised in writing, by the Union, as to what the Union membership dues are. At the time that dues are remitted by the Company to the Union, the Company will submit a list of the names with hire date of the employees hired under this Agreement during the same month for which the Company is remitting dues to the Union. The Company will remit all such deductions to the Union within fifteen (15) days in the month following the month that the deduction was made, via regular check, on a monthly basis, or electronic deposit, if available.

B. Union Security

Section 1. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union and to the extent allowed by law.

Section 2. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement either:

- (a) Become a member of the Union and remain a member, or
- (b) As a bargaining unit member, it is required that all members of the bargaining unit shall be required to pay to the Union an agency fee as and to the extent permitted by law. The amount of this agency fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The agency fee will not include any assessments, special or otherwise. Such payments shall commence on the thirtieth (30th) day after the date of hire.

Section 3. No provision of this Article shall apply to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

Section 4. If any provision of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in full force and effect to the extent reasonably practicable and the affected provision shall be modified to comply with the requirements of the applicable state law, or shall be re-negotiated for the purpose of adequate replacement.

Section 5. The Union agrees to defend indemnify, and hold the Company harmless from any action or actions arising out of or related these dues deductions and any of the other provision of this Article. Errors made by the Company in the deductions or remittance of monies shall not be considered by the as a violation of this Article, providing such errors are unintentional and are corrected when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

ARTICLE 20 - STRIKES AND LOCKOUTS

Section 1. So long as this Agreement is in effect;

- (a) 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 against the Employer, and
- (b) the Employer will not engage in any "lock out" of members of the bargaining unit from any facilities within the bargaining unit. 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.

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 client's or the Employer's reasonable suspicion,
- (c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs (which includes marijuana), or
- (d) subject to applicable law, when the employee sustains any type of injury or is involved in any type of accident while the employee is on duty. Such testing will be in accordance with the procedures described in 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. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

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 client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

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 to the grievance and arbitration procedures under Articles 5 and 6 of this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 3. The Employer will provide the Union with a copy of directives issued by the client under this Article, if any.

ARTICLE 23 - BREAKS

Section 1. Employees who work a minimum of four (4) consecutive hours will receive one (1) fifteen (15) minute paid break.

Section 2. Employees who work eight (8) or more consecutive hours will receive one (1) fifteen (15) minute paid break in the first half of their shift, one (1) fifteen (15) minute paid break in the second half of their shift and one (1) thirty (30) minute unpaid lunch break, if relieved from his or her post for a lunch break.

Section 3. The company will make every effort to provide restroom breaks to employees as needed pursuant to Post Orders.

ARTICLE 24 - BULLETIN BOARD

Section 1. If approved by the client, the Employer shall provide the Union with reasonable space on a bulletin board or in a bulletin book. The Union will provide a bulletin board and/or bulletin book at each location for Union notices for Union events and meetings for employees to read during breaks and non-working time, but not during working time. The Union will furnish and place 3 ring binders at all sites. The Company will be sent a copy of all postings prior to them being posted in the book/board, and initialed by a Local Union Official, or International Union Official. Only Union Officials and Stewards will be authorized to add or remove postings in the Book. Unapproved postings (postings without Union Official's initials) will be removed immediately by the Employer or a Union official. Derogatory or offensive postings, comments, or messages may be removed by the Employer.

ARTICLE 25 - LABOR/MANAGEMENT MEETINGS

Section 1. If requested by the Union, no more frequently than once per calendar quarter, the Contract Manager and up to two elected Local Union officials will meet to discuss issues and concerns pertaining to the Client Contract; provided that, (i) the Union officials will not be paid by the Employer for the meeting, (ii) at least 7 days prior to the meeting the Union must provide the Contract Manager with an agenda for the meeting, and (iii) the meeting may be adjourned by the Contact Manager or the Union after 30 minutes.

ARTICLE 26 - 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 stewards, Union officials nor Union members shall, during working time (excluding unpaid break or unpaid 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 or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

Section 3. The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. The Employer shall pay the employee three (3) hours of base hourly pay to take such examination. 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 under the Client Contract or if the Employer has, concerns regarding an employee's fitness for duty or otherwise meeting the requirements to work under the Client Contract. The Employer may designate the physician, psychologist, or clinic, at its discretion.

Section 4. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Client Contract and the Employer's policies as in effect from time to time.

Section 5. 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 telephone 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 possible. Personal cellular telephones may be used by employees who are on break or lunch but only if the employee is in a break room, lunchroom, or his/her personal vehicle. Any violation of the foregoing sentence may subject the employee to immediate discharge.

Section 6. 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, but all other provisions or applications shall continue in full force and effect.

Section 7. 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 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 without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, 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 8. 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. Moreover, this Agreement fully supersedes all prior commitments, understandings, or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 10. This Agreement can only be modified by the express, written, and signed agreement of the parties.

ARTICLE 27 - TERMINATION

Section 1. This Agreement shall be effective as of June 1, 2020 and shall remain in full force and effect until 11:59 p.m., on April 30, 2021.

Section 2. Either party may provide the other party with written notice to commence negotiation of a new collective bargaining agreement provided such notice is given no more than six (6) months prior to, and no less than sixty (60) days prior to April 30, 2021. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then 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 bargaining unit.

Section 3. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SIGNATURE PAGE

IN WITNESS THEREOF, the Employer and Union have caused this Agreement to be signed on the 29th day of May, 2020 by their duly authorized representatives.

FOR THE EMPLOYER

Richard Eaton
Director, Labor Relations

Date

FOR THE UNION

David Hemmingway
President, SOAA

Date