

**Collective Bargaining Agreement**

**Between**

**Inter-Con Security Systems, Inc.**

**And**

**International Union,**

**Security, Police and Fire Professionals of America (SPFPA)**

**and its Locals**

**644, 645, 646, and 647**

**December 15<sup>th</sup>, 2019 – December 14<sup>th</sup>, 2022**

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*Draft for Ratification Vote*

## **PREAMBLE**

THIS AGREEMENT is by and between INTER-CON SECURITY SYSTEMS, INC. (the “Company” or “Inter-Con” or “Employer”), and the INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (“SPFPA”) and its LOCALS 644, 645, 646 and 647 (the Union”). This Agreement covers all applicable Uniformed Protective Services Personnel (UPSP) employed in support of Contract number S-AQMMA-10-D-0001 between INTER-CON SECURITY SYSTEMS, INC. and the DEPARTMENT OF STATE whereby INTER-CON SECURITY SYSTEMS, INC. provides security at domestic facilities in the United States. This Agreement is effective on December 15, 2019.

*Draft for Ratification V.0.0*

# ARTICLE I - SCOPE AND PURPOSE OF AGREEMENT

## *1.1 Recognition and Bargaining Unit*

The Company recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of work, overtime, leave, benefits, grievance procedures, and other conditions of employment stated in this Agreement for all full-time and part-time personnel under Contract number S-AQMMA-10-D-0001. At present, persons working under the following classifications are considered Employees covered for the purposes of this Agreement.

### **Local 644**

Lieutenants — Uniformed Security Lieutenant

Sergeants - Uniformed Security Sergeant

### **Local 645 (Personnel assigned USUN and NY/PPT posts only)**

Security Officers — Uniformed Security Officer

### **Local 646**

Security Officers — Uniformed Security Officer

Diplomatic Security Assistants

### **Local 647 (Personnel assigned to BU/PPT, CT, MA, NH, and VT posts only)**

Security Officers – Uniformed Security Officers

## *1.2 Intent*

It is the intent of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations between the Company and the Union. Furthermore, the intent is to set the wages, hours of work, leave, benefits, grievance procedures, and other conditions of employment as set forth in this Agreement for all full-time and part-time UPSP personnel employed by the Company.

The Union retains the right to work with dignity and respect, regardless of race, color, national origin, ethnic background, gender, sexual preference, religion, or any other protected category, in accordance with all Federal, State and Local laws, regulations or ordinances.

The Company intends to follow local, state, and federal law in connection with this Agreement. Employees may be entitled to wages, benefits, and/or working conditions under local, state, or federal law that are not covered by this Agreement. To the extent such wages, benefits, and/or working conditions are available to Employees in a specific locale, such entitlements will be



provided to the extent that they have not been altered or waived pursuant to this agreement . The following laws and ordinances are specifically and expressly waived:

- Chicago Fair Workweek Ordinance
- Any and all existing or future predictive scheduling laws or ordinances
- San Francisco Commuter Benefit
- California, Puerto Rico, and Colorado daily and/or 7<sup>th</sup> day overtime laws
- Any and all existing or future overtime laws that conflict with this Agreement
- Payout of any “accrued” vacation benefits at the end of employment not previously awarded as of the Employee’s last anniversary date (expressly waives California and Illinois requirements)

### ***1.3 Definitions***

**Active Shooter Response Team (ASRT):** Employees who have completed Active Shooter Response Team training, above and beyond any training provided in the UPO Basic Training Course. These individuals will be identified and trained per the government’s request; the official list of employees designated as ASRT members is maintained by the DPM/A.

**Agency Service Fee:** A prescribed amount of money to be paid by non-Union members on a monthly basis.

**Agreement:** This Collective Bargaining Agreement (CBA).

**Agreement Term:** December 15, 2019 until December 14, 2022. H&W will be renegotiated by the parties if DOL increases the rate beyond the identified December 15, 2019 rate (\$4.90).

**Bonus:** A sum of money paid to Employees meeting all established criteria.

**Bonus Quarter:** The period of time between the following inclusive dates - June 15 through September 14, September 15 through December 14, December 15 through March 14, March 15 through June 14.

**Break:** A fully relieved of all duty period provided to a scheduled Employee as follows:

**Early Break** - A fifteen (15) minute paid break in the first four (4) hours of continuous work.

**Meal Break** - An unpaid period of time that is provided as an offset for the equal period paid for guardmount. The meal break is given to Employees who work a four (4) hour shift.

**Late Break** - A fifteen (15) minute paid break in the second four (4) hours of work. The break will be given if the Employee works six (6) continuous hours.

**Special Break** - A fifteen (15) minute paid break in the third four (4) hours of continuous work. The break will be given if the Employee works ten (10) continuous

hours.

**Business Day(s):** Monday through Friday excluding holidays and government mandated changes and closures.

**Collective Bargaining Unit (CBU):** Lieutenants, Sergeants, Security Officers, Diplomatic Security Assistants assigned to work Contract Number S-AQMMA-10-D-0001 between the Department of State and Inter-Con Security Systems, Inc.

**Company:** Inter-Con Security Systems, Inc.

**Contract:** Contract Number S-AQMMA-10-D-0001 between Inter-Con Security Systems, Inc and the Department of State to provide domestic security operations in the United States

**Date of Hire:** The first day of earnings from staffing a post on the contract. Date of Hire does not include contract required, preliminary training.

**Disciplinary Action:** Any suspension, termination, written reprimand, memorandum and/or verbal counseling. A Notice of Violation is not considered disciplinary action.

**Double-Time:** Wages paid at the rate of two (2) times the Employee's regular rate for all hours worked in excess of 12.75 hours per workday; hours must be worked consecutively to qualify for Double-Time rate.

**Employee:** An Inter-Con Security Systems, Inc. Employee.

**Full-Time Employee:** An Employee who has not requested in writing and been approved by the Company in writing to be classified as a Part-Time Employee. Non-Probationary Employees who have worked at least 36 hours per week for a period of 12 consecutive weeks, will be converted to Full-Time status upon requesting the change in status in writing.

**Gear Down:** All activities associated with dressing after work or changing clothes at the work site, returning from post, and turning in equipment prior to going off duty.

**Gear Up:** All activities associated with dressing before work or changing clothes at the work site and drawing equipment prior to attending guardmount.

**Government Directed Change:** Any direction given by the Department of State or other U.S. Government agency which affects the staffing or scheduling of the UPSP Contract. These changes include local or domestic TAS, post closures, post start ups or modifications, modified post staffing requirements, government directed employee transfers or removals, final denial of Security Clearance, or any changes resulting from a National Emergency or elevation in the Department of Homeland Security awareness level. If there are any other changes which are not listed above that occur, the Company will notify the Union and confer with respect to the new categories not listed in this definition.

**Grievance:** An action filed by the Union or an Employee concerning the application, interpretation, or violation of a portion of the Collective Bargaining Agreement.

**Guardmount Site:** Location where a supervised or unsupervised guardmount takes place.

**Guardmount:** The period of time prior to post when instructions are given and inspections are held.

**Holdover:** A situation where an officer is required to work additional hours beyond those hours originally scheduled, other than TAS or other voluntary assignments.

**Holidays:** Those days specifically designated in Article IX.

**Initiation Fee:** A prescribed amount of money to be paid one time by new Union members.

**K-9 Handler:** An Employee selected by Inter-Con who has successfully completed the prescribed dog handler's course.

**K-9 Sergeant:** An Employee selected by Inter-Con who has successfully completed the prescribed dog handler's course and holds the rank of Sergeant; serves as a supervisor to the K-9 Handlers.

**K-9 Handler/Trainer:** An Employee selected by Inter-Con who has successfully completed the prescribed dog handler's course and Trainer's course.

**Licenses and Permits:** Documents issued by Federal, State, or Municipal authorities allowing an Employee to perform security work in a certain jurisdiction.

**Overtime:** Wages paid at the rate of one and one-half (1 ½) times the Employee's regular rate for all hours worked in excess of forty (40) hours per workweek.

**Part-Time Employee:** An Employee who has requested in writing and been approved in writing by the Company and who generally is scheduled for less than thirty-two (32) hours of work per week.

**Premium Pay:** Wages paid at the rate of one and one-half (1 ½) times the Employee's regular rate for hours worked in excess of 9 consecutive hours up to 12.75 hours on a recognized Holiday.

**Probationary Employee:** An Employee with nine (9) months or less of employment from the date of hire, or less than nine (9) months in a new classification with Inter-Con Security Systems, Inc.

**Probationary Lieutenant:** A Lieutenant during the first three (3) months in this classification.

**Probationary Sergeant:** A Sergeant during the first three (3) months in this classification.

**Progressive Discipline:** Progressive discipline shall be administered in a consistent manner and enforced as specifically prescribed within each category as cited in the written Company disciplinary policy. Progressive discipline does not apply to violations for which termination is indicated for the first offense.

**Security Clearance:** Appropriate personnel security clearance level granted by the U.S. Government to an Employee to work on the security Contract.

**Split Schedule:** A workday schedule in which an Employee is assigned two different times to come to work in the same day, excluding incidents on the first relief (midnight shift) when an Employee is scheduled to report after midnight then completes that shift in the morning and is scheduled to report back at the beginning of the next first relief that same day. A split schedule is not when an Employee works a normal schedule and then agrees to staff an additional assignment. Additionally, the period of time between is not paid. For the avoidance of doubt, a “Split Schedule” should not be confused with a Split Shift.

**Split Shift:** The practice of splitting a single shift into two (2) or more separate shifts and staffing such shifts with multiple different Employees.

**Steward:** An elected or appointed Union official representing Union members.

**Straight-Time Hours:** Straight-time hours include regular hours worked, vacation actually taken, gear-up and gear-down, holidays, personal/sick leave taken, approved paid Jury Duty, approved paid bereavement leave, approved Union leave, K-9 home care and maintenance time, and training (including all K-9 training). Straight-time hours do not include hours paid at overtime and double-time rates.

**TAS (Temporary Additional Services):** Temporary Additional Service directed by the Department of State.

**Time and Attendance Infraction:** Call-offs, lateness or no-call/no-shows.

**Union:** The International Union, Security, Police and Fire Professionals of America (SPFPA) and its Locals 644, 645, 646 and 647.

**Union Dues:** A prescribed amount of money to be paid by Union members on a monthly basis.

**Union Seniority:** Length of time of service measured from the date of hire of an Employee and established by the Union.

**UPSP:** Uniformed Protective Services Program.

**Workday:** Any day, Sunday through Saturday, including holidays, which an Employee may be required to work.

#### ***1.4 Negotiating Committee***

The Company agrees to recognize a Negotiating Committee composed of a representative of each Local within the CBU and an alternate selected by the Union to represent the Employees in collective bargaining negotiations. If necessary, the Company agrees to release these individuals from duty assignments to participate in collective bargaining negotiations. The Union agrees to provide the Company with one week of advance notice of any meetings unless there is a requirement for an emergency negotiating meeting.

#### ***1.5 Stewards***

The Company agrees to recognize a Union Steward program. The Union agrees that

Stewards and Union representatives will not conduct Union business while on duty. The Union agrees that Stewards and Union representatives will not conduct Union business with any Employee who is on duty unless the Employee is on an official unpaid break. No meeting can take place in any Department of State area that the Steward would not normally have access to and UPSP Employees may not sign in or escort non-Contract personnel for the specific purpose of Union business without prior written permission from Inter-Con Security Systems, Inc. It shall not be the intent of the Company to deny Union officials reasonable authorized access.

If an Employee, who is the subject of the investigation, and could as a result of the investigation be disciplined, requests a Steward to be present during a disciplinary or investigatory process, the Company will allow the Steward to be present, provided the Employee returns within two (2) business days with such Steward. If the employer uses an alternative medium, such as video, video teleconference, etc. to conduct formal investigative discussions with an Employee who is the subject of investigation, and the Employee could be subject to discipline as a result of that investigative discussion, the Company agrees that the use of alternative medium methods will conform to Weingarten Law. The Company agrees that the Union shall be given the opportunity to be present during the alternative medium discussion and a Notice of formal investigations will be provided at least two (2) business days in advance. The notice will include at a minimum the nature of the charges regarding the disciplinary investigation.

For the purpose of this section and to allow for immediate resolution, a shop Steward is not required during the investigation of an immediate threat to Department of State Security.

The Union will provide Stewards and alternate Stewards at the below listed locations and any new location established by the government in the Contract between the Department of State and Inter-Con Security Systems, Inc. during the life of this Agreement. The Union will maintain adequate Stewards on record to meet the above requirements.

<b>ARIZONA</b>	<b>ILLINOIS</b>	<b>PENNSYLVANIA</b>
<b>ARKANSAS</b>	<b>KENTUCKY</b>	<b>PUERTO RICO</b>
<b>CALIFORNIA</b>	<b>LOUISIANA</b>	<b>SOUTH CAROLINA</b>
<b>COLORADO</b>	<b>MARYLAND</b>	<b>TEXAS</b>
<b>CONNECTICUT</b>	<b>MASSACHUSETTS</b>	<b>VIRGINIA</b>
<b>DISTRICT OF COLUMBIA</b>	<b>MICHIGAN</b>	<b>VERMONT</b>
<b>FLORIDA</b>	<b>MINNESOTA</b>	<b>WASHINGTON</b>
<b>GEORGIA</b>	<b>NEW HAMPSHIRE</b>	<b>WEST VIRGINIA</b>

The Union will update the Steward list whenever a change occurs. The updated list will be provided to the Project Manager within ten (10) days of any changes to the Steward list.

## **ARTICLE II - STRIKES AND LOCKOUTS**

### ***2.1 No Strikes***

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts. 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 restrictions 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 curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination.

### ***2.2 No Lockouts***

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

## **ARTICLE III - SENIORITY**

### ***3.1 General Provision***

Union seniority shall be the length of continuous service (except breaks in Union Seniority, see 3.4) from the Employee's last date of hire as a member of the CBU for the Employer, past or present, and/or any predecessor Employer. Seniority shall be applicable as set forth below in determining the order of layoff, recall, shift and location bidding, vacation, scheduled overtime, Holidays, TAS trips, and transfers to another Region.

The application of Union seniority will only be applied based on qualifications as stipulated in this section or other sections of the CBA. The exercise of Contractual requirements as stipulated by the Department of State will take precedence over any Union seniority as set

forth in the CBA. If a significant reduction in forces (hours) takes place in the term of this Agreement resulting in the elimination of Lieutenant or Sergeant posts, the parties agree to immediately meet and confer with respect to making reassignments of the effected personnel giving consideration to qualifications and seniority.

TAS trips outside of the metropolitan Washington DC, area will be assigned in part by Union seniority. However, the TAS supervisors and up to fifty percent (50%) of the personnel on the TAS may be assigned by management regardless of seniority. For the purpose of assignments, all fractional numbers will be rounded up. The least senior qualified Employee or volunteer will be used to fill assignments if necessary. Personnel in one Region cannot invoke seniority for a TAS assignment in another Region unless the DOS authorizes travel for the personnel from one Region to work a TAS in another location.

Two full weeks prior to May 1st and November 1st of each year, a TAS sign up form will be presented to each Employee in the CBU. Personnel interested in filling TAS assignments during the next 6 months will indicate their desire to participate on any out-of-Region TAS assignments that may develop. While not mandatory, it should be noted that personnel who do not sign up for TAS assignments will not be eligible for assignments. However, if assigned by management or selected because of seniority, the Employee will have to perform the assignment, unless evidence of extenuating circumstances can be provided.

Scheduled time in excess of fifty-six (56) hours per employee, per week will be arranged on the basis of clearance, qualification and seniority. Unexpected overtime will be filled on an as-required basis unless the overtime is the result of an out-of-Region TAS trip, in which case the assignments will be made in accordance with this CBA.

Except for emergencies, changes in classification between part-time and full time and assignment of specific shifts and locations within each Region will be accomplished through the application of Union seniority, shift bidding, as stipulated in this section, and as stipulated in other sections of this CBA. Notwithstanding the provisions of Article VI, an Employee may challenge any perceived violation of his or her seniority regarding scheduling by contacting the Deputy Project Manager/Administration as the initial step in the grievance process.

Two full weeks prior to April 1st and October 1st of each year, or if the bidding list is exhausted, a shift bidding form will be presented, by the Company, to each CBU member. The member must return the form even if not requesting a change classification or a specific shift or location during that 6-month period. Personnel will be allowed to make three selections concerning part time/full-time status, shift and locations. Requests will be listed in order of preference. If during the 6-month period, a part-time/full-time classification becomes available or shift or location becomes available because of the departure of an Employee or the opening of new posts by the DOS the opening will be filled by an employee based on clearance, qualifications and seniority. The Company may assign non-probationary Employees to shifts and locations separate from the shift bid process to ensure that such non-probationary Employees receive their contractually

guaranteed hours. The Company shall also reserve the right to reassign an Employee to a new location for disciplinary reasons at the request of the client.

If during the six (6) month period an Employee is offered their first choice and refuses to take the assignment, that Employee is eliminated from the seniority list until the next list is published. Management has two (2) full workweeks to fill a shift or location using the seniority list. During that time, any Employee can be assigned to fill the part-time/full-time classification, shift or location.

At present the current locations within the NCR are: Main State (MS), Maryland/DC (MD/DC), Northern Virginia (NOVA), Fairfax (NFATC/ Newington), and Summit Point, West Virginia (ITF). At present the following Outer Regions are: Arizona (AZPPT), Arkansas (ARPPT), Connecticut (CTPPT), California (LAPPT, SDPPT and SFPPT), Colorado (ESOC-W and COPPT), Florida (FRC and FLPPT), Georgia (ATPPT), Hawaii (HIPPT), Illinois (ILPPT), Kentucky (KCC), Louisiana (NOPPT), Massachusetts (MAPPT), Michigan (DEPPT), Minnesota (MNPPT), New Hampshire (NPVC), New York (BUPPT, NYPPT and USUN), Pennsylvania (PAPPT), Puerto Rico (PRPPT), South Carolina (CFC/CPC), Texas (DAPPT, ELPPT and TXPPT), Vermont (VTPPT), Virginia (FASTC), and Washington (WAPPT). The following positions will not be filled by Union seniority but will be filled by management, Passport and Finance Site Security Managers and Supervisors, Main State Lieutenant, Fairfax Lieutenant, NOVA Lieutenant, MD/DC Lieutenant, DC South Lieutenant, Main State Sergeants, SA-26 Sergeant, SA-20 Sergeant, Fairfax Sergeant, Culpeper Sergeant, Culpeper Personnel, K-9 Personnel, SOU Personnel, Blair House Personnel, Secretary Residence Personnel, SA-17 Personnel, and Deputy Secretary Residence Personnel.

In the matter of promotions, where all matters are equal, including qualifications, reviews, attendance and overall performance, the Company will consider seniority as the determining factor in awarding the promotion.

### ***3.2 Union Seniority Lists***

A Union seniority list shall be furnished by the Company to the proper Union officials no later than the 7th of the month during March and September of each agreement year. The current Union seniority list shall be posted and maintained by the Company at each guardmount site. An Employee's standing on the posted Union seniority list will be final unless protested in writing to the Deputy Project Manager/Administration no later than 30 calendar days after the list has been posted. The Company will send a weekly new hire and attrition list to the Union officials.

For all purposes under this Agreement, the Union seniority of supervisors shall be determined by the Employee's date of rank. For non-supervisory personnel, Union seniority shall be determined by the Employee's date of hire.

### ***3.3 Personal Data***

Employees shall notify the Company in writing of their proper mailing address, email



address, home and mobile telephone numbers. The Employees will notify the Company of any change of name, home or email address, phone number, or other pertinent data on the first returned day to work after the change. Notifications will be made on the Company supplied form. Notifications will be made to the Employee's immediate supervisor and to the Deputy Project Manager/Administration. The Company shall be entitled to rely on the data supplied by the Employee. The Union will contact Employees at the Company's request to assist in getting the required data or information.

### ***3.4 Break in Union Seniority***

Any bargaining unit Employee who is promoted to a non-bargaining unit position or otherwise leaves the bargaining unit for more than twelve (12) consecutive workweeks shall have a break in seniority. If the bargaining unit Employee returns to the bargaining unit at a later date, Union seniority will be determined by the Union.

### ***3.5 Probationary Employees***

Employees will be considered probationary for a nine (9) month period after their date of hire or change in classification. The Union will represent Probationary Employees for problems concerning wages, hours and working conditions. The Company reserves the right to decide questions relating to scheduling, transfers, layoffs or discharge of Probationary Employees without recourse to the grievance process. After the probation period, Employees will receive any and all benefits pertaining to the Union and this Agreement. Probationary period does not apply to Health and Welfare fringe benefit plan. Employees are eligible for Health and Welfare fringe benefits plans beginning on their date of hire. Probationary Sergeants and Lieutenants shall be considered probationary for the purpose of Article VII., sections 7.6, Schedule Changes, and 7.7, Workweek only.

## **ARTICLE IV - LAYOFF AND RECALL**

### ***4.1 Layoff and Recall***

In the event of a layoff, when full-time or part-time positions are being reduced, reductions will occur based on Union Seniority with the least qualified, least senior individual, within each classification, being laid off first.

When a reduction of personnel is required in one or more classifications, then the reductions will occur as follows:

1. Individuals in the highest classification category (Lieutenant, Sergeant, Security Officer, Diplomatic Security Assistants) will be reduced to the next lower classification based on clearance, qualifications and seniority within their classification category.
2. If these movements require an additional adjustment within the next lower category, then the same principle would be applied.

3. Actual layoffs would then be made at the lowest classification based on clearance, qualifications and seniority within their classification.
4. Recall and reappointment of Employees would be in reverse of the above procedure.

#### **4.2 Post Assignments**

Post assignments will be accomplished in accordance with Article III, Section 3.1, General Provisions. During emergencies and government directed changes, all Employees are subject to an assignment, post, shift, or hours anywhere within their normally assigned region (NCR, NYR, etc.). Failure to comply with the aforementioned requirements may lead to disciplinary action, up to and including dismissal.

### **ARTICLE V - UNION SECURITY AND MEMBERSHIP**

**5.1.** An Employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within thirty (30) days after the thirtieth (30<sup>th</sup>) day following the Employee's date of hire, whichever is later. As a further condition of continued employment, an Employee shall remain a member of the Union, except as otherwise provided in this Article.

**5.2.** Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union agency fees, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). The obligations set forth in this Article shall only be effective to the extent permitted by controlling law.

In the event that a legal challenge to any provision of this Article is formally filed with an agency or court of competent jurisdiction, and that agency or court of competent jurisdiction accepts the legal challenge, the Employer may suspend its obligations under this Article "as specifically ordered to do so" pending the formal decision of the agency or court of competent jurisdiction in reference to filed legal challenge. This action will only be taken after conferring on the matter with the Union.

**5.3.** In the event the Union requests discharge of an Employee for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the Employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall also contain the reasons for discharge. Pursuant to this section, before an Employee is discharged for non-compliance the Employee must first be notified by the Union in writing, via registered mail to the last address the Employee has on file

with the Employer, to pay the prescribed initiation fee and/or Union dues. The Union, upon requests from the Company, will provide proof of such notice being delivered to the Employee. If the Employee pays the delinquent initiation fee and/or Union dues within two (2) weeks after receipt of notification, the Employee will not be discharged. In the event the Union subsequently determines that the Employee has remedied the default prior to the discharge date, the Union will notify the Employer and the Employer will not be required to discharge that Employee.

**5.4.** An Employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member, or continue membership in the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

**5.5.** The Employer will deduct initiation fees, Union dues and agency fees from the wages of Employees who voluntarily authorize the Employer to do so on a properly executed SPFPA authorization for check-off of dues form or applicable payroll deduction form provided by the Union. Such deductions shall be made from each paycheck (annual amount deducted in 1/26 increments), or the first paycheck received in which the Employee has sufficient net earnings to cover the Union Membership dues or payments. Funds deducted shall be remitted to the Secretary-Treasurer of the International Union, SPFPA - 25510 Kelly Rd., Roseville, MI 48066 - within fifteen (15) days after the deduction from the Employee's paycheck.

**5.6.** The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and agency fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15<sup>th</sup>) day of the month proceeding the date that deductions are to be made.

**5.7.** Upon demand of the Employer, the Union agrees to defend and indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off Articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

## **ARTICLE VI - GRIEVANCE AND ARBITRATION**

### ***6.1 General Provisions***

The number of business days outlined in Article VI - Grievance Procedures for the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. If any due date that is calculated using calendar days falls on a weekend or holiday, then response shall be due on the next business day. However, extensions of time may be granted in writing by mutual agreement between Inter-Con Security Systems, Inc. and the SPFPA. While it is the intent of the Company to respond to grievances in a timely manner, if the Company fails to respond within the time period allotted for a specific

step, the grievance may be treated by the Union as denied at that step and the Union may proceed to the next step. If the Union fails to respond or move the grievance to the next step in the process within the time period allotted for a specific step, the grievance will be treated by the Company, Union and the Employee as withdrawn and removed from the grievance process.

## ***6.2 Grievance Procedures***

All grievances shall be processed and presented in accordance with Article VI of this Agreement. Grievances shall be resolved or unresolved at each step.

### ***6.3 Step One (1)***

The Company agrees to meet with the Union during regular business hours or at a mutually agreed upon convenient time, for the purpose of processing grievances presented by the Union or Employees subject to this Agreement. The Union and the Company agree that issues concerning Employees who are in a non-work status pending the meeting will be given priority and the meeting will be scheduled without delay to minimize employee impact. Union personnel will not participate if they are "on the clock" at the time of the meeting, however, the Company agrees to give the Union two (2) business days to arrange for a Shop Steward or other Union Official to attend. The Company will not compensate Union personnel participating in a meeting for their time during the meeting.

The Company and the Union agree that the Employee will document the complaint in writing with the Employee's immediate supervisor (the "Immediate Supervisor") within five (5) calendar days of the date the incident occurred. The Immediate Supervisor will pass the written complaint on to his or her immediate supervisor (the "Second Supervisor"), who will meet with the Employee to discuss the complaint. The meeting with the Second Supervisor to discuss the complaint must be documented in writing prior to elevation of the issue to Step 2. The document will set forth the specific facts related to the grievance, specifying the section and paragraph of the Agreement violated. The document will record the date and time of the meeting and will be signed by the grieving Employee and a Union representative. If the Step 1 procedure is not invoked within five (5) calendar days of the Employee's knowledge of a grievable issue, then no further action shall take place. If during the discussion with the Second Supervisor, either the Employee or the Second Supervisor deems it desirable, a Steward or other Union representative will be called to participate in the meeting. If the complaint is not satisfactorily resolved within 7 calendar days of the Step 1 discussion, it may be submitted, for further processing using Step 2 of the grievance procedure. It should be noted that verbal complaints do not count as an official Step 1 grievance; for the grievance "clock" to begin, the complaint must be submitted in writing to the Immediate Supervisor.

### ***6.4 Step Two (2)***

If the grievance is not resolved during Step 1, it shall be presented, in writing, to the Deputy Project Manager/Operations within ten (10) calendar days of the completion of Step 1. The DPM/O will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

### **6.5 Step Three (3)**

If the grievance is not resolved during Step 2, it shall be presented, in writing, to the Project Manager within ten (10) calendar days of the completion of Step 2. The PM will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

### **6.6 Step Four (4)**

If the Grievance cannot be resolved during Step 3, the Local Union may submit the grievance, along with all supporting documents, in writing to the Company's Director of Labor Relations within ten (10) calendar days of completing Step 3. The Local Union may submit the same information to the international Unions' Regional Director. Arrangements will be made for the Company and the Union to meet to discuss and attempt to resolve the grievance. The meeting will be held no later than fifteen (15) calendar days after receipt by the Company and the International Union, of the request for the meeting. If after ten (10) calendar days from the date of the meeting no resolution is reached, the grievance may be referred to an arbitrator for a prompt hearing.

### **6.7 Grievance for Discipline Resulting in Termination**

Grievances resulting from Employee termination may be initiated at Step 3. If a discharge is judged to be in error, the terminated Employee shall be returned to work without loss of seniority, pay or benefits.

### **6.8 Arbitration Procedure**

Grievances that have been timely processed in accordance with the requirements of the previous paragraphs and remain unsettled shall be processed in accordance with the following procedures and limitations.

#### **6.8.1 Neutral Arbitrator**

Within fifteen (15) calendar days after receipt of the Union's written notice to proceed to arbitration, the Company will meet telephonically with the International Union in a joint attempt to agree upon the selection of a neutral arbitrator.

#### **6.8.1 Federal Mediation and Conciliation Service**

If a neutral arbitrator cannot be agreed upon within five (5) calendar days of the telephonic meeting identified in Section 6.8.1 (above), the Union may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators.

#### **6.8.2 Arbitrator Selection**

Within ten (10) calendar days after receipt of the list of arbitrators identified in Section 6.8.2 (above), the representatives of the Union and the Company will alternately strike names from the list of available arbitrators. The last remaining name on the list shall be the arbitrator to hear the case. The toss of a coin will determine whether the Union or Company strikes off

the first name.

#### ***6.8.4 Commencement of Arbitration***

The arbitrator shall commence the hearing at the earliest possible date.

#### ***6.8.5 Arbitrator's Decision***

The decision of the arbitrator shall be final and binding upon the parties to the agreement. The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted. Any decision made by the arbitrator shall be complied with without undue delay. It is understood and agreed to by the Union and the Company that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

#### ***6.8.6 Cost Assessment***

The arbitrator may assess the cost of the hearing room and the arbitrator's fees and expenses to the losing party or may assess such fees and expenses between the parties based on the degree of the party's success or failure in the issues being adjudicated by the arbitrator. The expense and compensation of any witnesses or other participants shall be paid by the party requesting their presence. If both parties require the services of the same individual, the expenses and compensation will be paid equally. Any other expenses shall be borne by the party incurring the expense. The site of arbitration will be located in proximity to the site of that dispute.

#### ***6.9 Class Action***

The Union shall have the right to file a class action grievance on grievances involving more than one Employee. Class Action grievances may be initiated at Step 1.

#### ***6.10 No Individual Arbitration***

No Individual may move a grievance to arbitration; this can only be done by the Union.

#### ***6.11 Miscellaneous Provisions***

The limits set forth herein may be extended in writing only by mutual agreement between the Local Union or International Union and the Project Manager. When the Union withdraws a grievance, the Company will be notified of such action in writing.

## **ARTICLE VII - WORK SCHEDULE AND HOURS OF WORK**

### ***7.1 Work Hours***

Generally, between eight (8) or twelve (12) hours of consecutive work will constitute a shift during a regular workday. However, shifts of four (4) hours may be scheduled. The regular workweek shall commence on Sunday at 0001 and will end on Saturday at 2400 hours.

~~The work schedule will be published as a rolling schedule. The schedule will show at all~~

times a minimum of fourteen (14) workdays. The outbound week of the schedule will be published no later than midnight on Wednesday of each week.

Every Employee shall receive a minimum of eight (8) hours in between scheduled shifts. For example: an Employee is scheduled to work from 1400 to 2200, the Employee shall not be required to return to guard mount until at least 0600 on the following day. Compliance with this section is not required in the event of an emergency, or if the Employee chooses to work by coming in early or staying after his or her scheduled shift.

## **7.2 Overtime**

An Employee shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours per week.

Double-time will be paid for all hours in excess of 12.75 consecutive hours per workday.

Overtime shall be distributed evenly and fairly in accordance with Article III, Section 3.1, *General Provisions*, of this Agreement. When scheduling more than twelve (12) hours of overtime per employee in a workweek, the remainder of scheduled overtime (barring a bona fide emergency), will be dispersed by clearance, qualifications and seniority.

Managers cannot be assigned to cover overtime positions or posts except in emergency situations, or in situations dictated by availability of personnel and amount of notice given for overtime. The employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

It is expressly understood that the Company shall have the right to schedule, or not to schedule, Employees to work overtime as required. When an Employee is on duty and is assigned to work additional hours, the Employee is required to remain on duty regardless of post assignment. When an Employee is contacted while off- duty for an assignment, the Employee may refuse the assignment without retribution.

## **7.3 Meal Breaks**

An unpaid period of time that is provided as an offset for the equal period of paid guardmount. The meal break is given to Employees who work a four (4) hour shift and complete a guardmount. However, Employees will be paid for their meal break if the meal break is missed and the reason for the missed meal break is not the fault of the Employee. The employee shall formally notify his or her supervisor using the missed break form on the same day that the employee missed the meal break.

## **7.4 Relief Breaks**

Employees will receive a paid break on an average of fifteen (15) minutes for each four (4) hours of work as follows:

**Early Break** — A fifteen (15) minute paid break in the first (1<sup>st</sup>) four (4) hours of continuous work.

**Late Break** — A fifteen (15) minute paid break in the second (2<sup>nd</sup>) four (4) hours of continuous work. The break will be given if the Employee works six (6) continuous hours.

**Special Break** — A fifteen (15) minute paid break in the third (3<sup>rd</sup>) four (4) hours of continuous work. The break will be given if the Employee works ten (10) continuous hours.

Where operationally feasible, the Company shall make every effort to ensure that breaks will be applied to TAS in accordance with Article VII, Sections 7.3 and 7.4.

If any employee requires a rest period prior to receiving the early, late, or special break, the Company shall provide a full 15-minute break to serve as the requested rest period while substituting it for the next scheduled early, late, or special break. If the Employee has been previously provided the requested rest period and must immediately proceed to the nearest restroom and immediately return to post after utilizing the restroom. Any pattern of abuse or pattern of delays in return to post or conducting any other activity shall be subject disciplinary action in accordance with the Disciplinary Policy.

### ***7.5 Split Schedule***

There will be no mandatory Split Schedules during the life of this Agreement. An Employee may consent in writing to voluntarily working a Split Schedule.

### ***7.6 Schedule Changes***

Published schedules for non-probationary Employees may not be reduced or altered by the Company except for holdovers, bona fide government emergencies, or government directed changes or closures, which are identified after the production of the schedule. The Company will attempt to maintain consistency for Employee schedules when it is operationally possible to do so. Holdovers may not reduce the total number of hours in any published schedule for non-probationary Employees. The Company may change the scheduled hours per post after prior written notification to the Union. However, if the Government mandates a change in the hours of work, the Union may not be notified until after the change has taken effect.

Should it become necessary to change published schedules as a result of operational requirements, the following factors will be considered:

1. The Company will adjust schedules to ensure that the operational requirements are staffed in accordance with all Department of State and Security Clearance requirements.
2. The Company will identify and revise effected schedules in a manner that will efficiently utilize personnel in a non-overtime status. Probationary Employees in a non-overtime status will receive first consideration for use in staffing effected posts and non-probationary Employees in a non-overtime status will receive second consideration for use in staffing effected posts. All remaining staffing requirements will be met giving consideration to qualifications and seniority. If all factors are equal, seniority will determine selection.

Employees may initiate changes to the published schedule by submitting the request in writing, using the Company supplied form and procedures provided that the change in schedule



does not generate overtime and that both Employees have the appropriate clearance and training for the requested change in post assignments. All requests must be approved by a Sergeant or above and will affect only those named Employees. For the purpose of this section, schedule changes for the rank of Sergeants and Lieutenants must be approved by an Operations Senior Manager (A/DPM, DPM/O or APM).

### ***7.7 Workweek***

The Company will schedule full-time Employees with more than nine (9) months of service from their date of hire or change in classification for thirty-six (36) hours per workweek. For this section, the thirty-six (36) hours may consist of work hours, training (including all K-9 training), holidays, paid vacation, personal/sick days, K-9 home care and maintenance time, medical leave, jury duty, military leave, Union leave, funeral leave, unpaid leave, workers compensation, time taken under the FMLA, medical call-offs, non-medical call-offs, disciplinary suspensions, and government mandated changes and closures. Hours scheduled will be paid according to the appropriate provisions of this CBA.

If an employee has a no call/no show infraction during the scheduled period, the employee may not be eligible for this section in the next published outbound weekly schedule.

### ***7.8 Guardmount***

Employees will participate in a paid guardmount prior to the start of most duty shifts. The amount of time provided for guardmount is established by the Contract between the Department of State and Inter-Con Security Systems, Inc.

### ***7.9 Gear-up and Gear-Down Time***

Employees may only claim authorized and allowable gear-up and gear-down time. In the event the Employee believes he or she is entitled to additional gear-up or gear-down time, the Employee is required to submit the required documentation in accordance with the established Company procedures. CBU members will be paid their regular wage stipulated in this Agreement for all hours associated with gear-up and gear-down.

### ***7.10 Training***

Employees are required to attend all training authorized by the Company. Employees will only be paid their regular wage stipulated in this Agreement for training performed, regardless of the required attire.

### ***7.11 Days Off***

The Company will make a best effort attempt to ensure that full-time, non-probationary Employees will be scheduled two consecutive days off during each calendar week of the work schedule. For the purpose of this section, adjacent Saturdays and Sundays in adjacent calendar weeks will be considered consecutive days. Where it is operationally feasible, the Company shall make every effort not to schedule any Employee for more than eight (8) consecutive days, unless he or she voluntarily agrees to do so.

### ***7.12 Call-In Pay***

In the event an Employee reports to work for the Employee's regularly scheduled shift, without having been previously notified not to report to work, the Employee shall be entitled to work the shift or work four (4) hours, whichever is less. The actual hours of work will be paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this Agreement. In the event an Employee is called into work after the completion of their regular hours or overtime, the Employee shall be guaranteed a minimum of four (4) hours work paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this Agreement. The Employee must remain on duty to receive the four (4) hours of pay.

In the event an Employee at the USUN is scheduled for a TAS post for six (6) or more hours, the Employee shall be entitled to work the shift or work six (6) hours, whichever is less. The actual hours of work will be paid at the Employee's regular rate of pay, and the hours worked will count toward overtime calculation, if any.. The Employee must remain on duty to receive the six (6) hours of pay. This provision only applies to TAS posts at the USUN and is not applicable if the TAS event is canceled or modified and the Employee is notified at least two (2) hours in advance to the beginning of the TAS assignment.

## **ARTICLE VIII - PAY DAYS**

### ***8.1 Pay Days***

Employees shall be paid no later than 1200 on Saturday of every other week for work performed during the previous pay period. However, the Company will make every effort to distribute paychecks by 1600 on Friday of every other week for work performed during the previous pay period. Uncontrollable acts, natural or manmade, will relieve the Company of this requirement. During such situations, the Company will make every effort to pay the Employees at the earliest possible time.

Each individual Employee's vested hourly Vacation and Personal Sick day balance that is current as of the trailing two-week period will be recorded on such Employee's paycheck stub beginning on the first full pay period following ratification of this agreement. The Company and Union agree that the Company shall make a good faith effort to ensure that the data included on the pay stub will be accurate, and acknowledge that any errors will be corrected as soon as possible. For the avoidance of doubt, in the event that the data included on the pay stub is inaccurate, the Employee will only be entitled to the Vacation and Personal sick day balance that the Employee has actually vested pursuant to this Agreement.

### ***8.2 Process at End of Employment***

When employment ends for any reason, the Employee's final pay entitlements, including hours worked, will be processed and paid on the next full pay period following the Employee's out-processing and final time card submission unless prohibited by the laws of the state in which the Employee is assigned. All final hours, including any vacation entitlements, will be

calculated immediately following the Employee's date of resignation. The submission of a final timecard identifying final hours worked is the responsibility of the Employee and should be submitted on the Employee's final day of work. Employees are expected to return all GFE and uniform items issued immediately.

## **ARTICLE IX - HOLIDAYS**

### ***9.1 Holidays Defined***

The following will be considered Holidays for the purpose of this Agreement.

*New Years Day*

*Labor Day*

*Martin Luther King's Birthday*

*Columbus Day*

*President's Day*

*Veterans Day*

*Memorial Day*

*Thanksgiving Day*

*Independence Day*

*Christmas Day*

Employees may substitute their birthday for any holiday that falls prior to their birthday within the same calendar year. The Employee must notify their supervisor in writing at least one full pay period in advance of the requested change.

### ***9.2 Full-Time Employees***

All full-time Employees, otherwise meeting all conditions stated herein, will be paid their regular rate of pay for eight (8) hours of holiday benefits.

Employees required to work on holidays will receive their regular rate of pay for the first nine (9) hours worked and Premium Pay, which is one and one-half (1½) times the regular rate of pay, for all other hours worked on the day of the holiday in addition to holiday benefit. Employees that work in excess of 12.75 consecutive hours will receive Double-Time for those qualifying hours.

### ***9.3 Part-Time Employees***

Any part-time Employee who works on a holiday shall receive the Employee's regular rate of pay for the first nine (9) hours worked and Premium Pay for all other hours worked in addition to the holiday benefit. Part-time Employees that work in excess of 12.75 consecutive hours will receive Double-Time for those qualifying hours. Part-time Employees are not eligible for holiday benefit for hours not actually worked.

### ***9.4 Miscellaneous Holiday Provisions***

To be eligible for holiday pay an Employee must have worked their last scheduled workday prior to the holiday and their next scheduled workday after the holiday. The only exception

to this provision is if the Employee has been excused in writing by the Company. An Employee scheduled to work on a holiday that refuses to work the holiday or fails to report to work will not be paid for the holiday.

Holidays will be observed in conformance with the Department of State's schedule for holidays. The only exception is the substitution of the Employee's birthday for a holiday as identified in Section 9.1, *Holidays Defined*.

## **ARTICLE X – VACATIONS**

### ***10.1 Vacation***

Employees shall be entitled to annual vacation pay. Vacation entitlements are determined by an Employee's date of hire and continuous service, notwithstanding Breaks in Union Seniority (Article III, Section 3.4, *Break in Union Seniority*) on the Contract between the Department of State and Inter-Con Security Systems, Inc., to provide security for Department of State domestic facilities. The date of hire and continuous service are inclusive of previous employers providing this service. Vacation entitlements are stated below:

Employees employed for 1 full year by the Company shall earn paid vacation entitlements at the rate of 0.038461538 for all straight-time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 80 hours per year. Puerto Rico-assigned employees employed for 1 full year by the Company shall earn paid vacation entitlements at the rate of 0.086956522 for the first 115 straight-time hours paid at the regular rate of pay each month. Maximum earned vacation entitlement is 10 hours per month (120 hours per year).

Employees employed for 5 full years by the Company shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight-time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year. Puerto Rico-assigned employees employed for 5 full years by the Company shall continue to earn paid vacation entitlements at the rate of 0.086956522 for the first 115 straight-time hours paid at the regular rate of pay each month. Maximum earned vacation entitlement is 10 hours per month (120 hours per year).

Employees employed for 10 full years by the Company shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight-time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 15 full years by the Company shall begin earning paid vacation entitlements at the rate of 0.096153846 for all straight-time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 200 hours per year.

Employees will not be able to use vacation entitlements until they have completed each 12 months of employment. Vacation entitlements are earned by the year based on the Employee's date of hire. Vacation pay will be paid as vacation entitlements are used. Employees will not

receive pay for days taken in excess of vacation entitlements.

### ***10.2 Unused Vacation***

Vacation entitlements shall not be cumulative from one year to the next. Any vested but unused vacation entitlements remaining on the date of hire anniversary shall be paid to the Employee. Payments will be made on the next full pay period following the end of the year of service.

### ***10.3 Overuse of Vacation***

In the event that an Employee is paid for more vacation than he/she has earned, the Employer will deduct the amount of vacation hours overpaid from the next year's total vacation earned. The Employer must notify the Employee in writing of the discrepancy and provide specific information used to calculate the resulting balance, including: anniversary date on record, total qualifying hours worked during the anniversary period, total number of vacation hours earned, total number of vacation hours used/paid (including dates of use/payment), and resulting negative balance amount. The deduction of available hours will be automatically applied upon the Employee's annual anniversary payout described in Section 10.2, *Unused Vacation*.

### ***10.4 Pay in Lieu of Vacation***

Employees may request in writing to be paid for earned vacation in lieu of taking actual vacation. Payment of request for pay in lieu of vacation will be made during the last pay period of the month following the date of approval for the request for pay in lieu of vacation.

### ***10.5 Terminating Employees***

When employment ends for any reason, Employees will be paid at the hourly rate in their final paycheck, for any vacation entitlements that are vested but not used as of the Employee's last anniversary date. Unless otherwise provided herein, Employees expressly forfeit any vacation time accrued but not vested and thus "entitled" as of the employee's last anniversary date prior to termination.

Vacation accrued as of the Employee's last anniversary date but not yet vested and thus "entitled" shall be payable in the case of the Employee's death.

### ***10.6 Laid-Off Employees***

Length of service with the Employer shall accrue for up to six (6) months for the purposes of vacation benefits while an Employee is laid off due to lack of work, if the Employee is recalled to work within six (6) months.

### ***10.7 Vacation Increments***

Vacation entitlements must be taken in either four (4), eight (8) hour, ten (10) hour, or twelve (12) hour increments but equaling no more than twelve (12) hours per day, provided that the vacation request procedures identified in Article XI, Section 11.7, Processing Vacations and Leave, are followed. Vacation may not be taken in conjunction with a

workday. Vacation hours will not cause the Employee to be placed in an overtime or double-time status.

*Draft for Ratification Vote*

## **ARTICLE XI - LEAVES OF ABSENCE**

### ***11.1 Limitations***

An unpaid leave of absence up to four (4) consecutive workweeks may be granted at the discretion of the Company without loss of seniority to the Employee.

### ***11.2 Medical Leave***

An Employee may be granted a medical leave of absence for a specified period not to exceed two (2) months, (six (6) months for pregnancy), providing the medical reason is reported to the Company prior to the leave or within three (3) business days of any emergency. The aforementioned time is in excess of any FMLA entitlements provided by applicable Federal, State, or District of Columbia provisions. The Employee must provide a doctor's certificate stating the nature of the illness and the estimated length of time the Employee will be unable to perform the Employee's job. During the leave, the Employee is required to furnish a similar report from a doctor every thirty (30) days. When the Employee is ready to return to work, the Employee must provide a doctor's certificate indicating that the Employee is fit for full duty as an armed security officer. The doctor's note must indicate the return to work date. During the period that the Employee is away from work, the Employee is required to turn in all uniforms and equipment. Before an Employee can return to work, the Employee must meet all Contract-required qualifications. This leave shall not apply under Section 11.1, *Limitations*, for breaks in service. The Employee will not accrue benefits while on unpaid leave.

### ***11.3 Military Leave***

An Employee who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or Reserved Forces Act, shall be granted an unpaid leave of absence as required under the federal law, for the time spent in active duty. This includes, but is not limited to, service to the U.S. Armed Forces Reserves and the National Guard. The period of such leave shall be determined with applicable federal laws in effect of the time of such leave. If the Employee is expected to be on military duty for a period in excess of 30 days, then the Employee shall be required to turn in all uniforms and equipment. This leave shall not apply under section 11.1, *Limitations*, for breaks in service. The employee will not accrue benefits while on unpaid military leave unless required under USERRA.

### ***11.4 Union Leave***

All Union affiliated Employees shall receive eight (8) hours per calendar month of time off, in order to attend to their Union duties (barring an emergency). However, extensions of time may be granted in writing by mutual agreement between the Project Manager and the Union. Union affiliated Employees are defined as the officially appointed or elected President, Vice President, Treasurer, Secretary, and Shop Stewards. Time off to attend to Union duties shall not be paid by the Company but by the Union at the Employee's regular rate of pay. This time

is not cumulative and must be utilized within the current calendar month. A Union Representative is required to submit the required documentation in accordance with the established Company procedures, on behalf of the Employee in attendance.

### ***11.5 Funeral Leave***

In the event of death in the immediate family, the Employee will be granted three consecutive (3) days of emergency leave. The employee will be entitled to receive pay for the three (3) consecutive days of funeral leave however will not receive pay for any of the Employee's scheduled days off. One of the three (3) days of funeral leave must be the day of the funeral. For the purpose of this section, the immediate family is defined as the father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, spouse, children, grandchildren and stepchildren of the Employee. A copy of the death certificate, obituary, or funeral program and proof of relationship, along with a copy of the Employee's published schedule that reflects the employee's scheduled days during the funeral leave must be provided to the Company upon the Employee's return from funeral-leave. Should an employee have more than three (3) separate bereavement leave requests in a calendar year they will be afforded up to 3 days off without pay, per each subsequent request.

### ***11.6 Family Medical Leave***

The Family Medical Leave Act of 1993 and any State or District of Columbia FMLA provisions are incorporated herein by reference.

### ***11.7 Processing Vacations and Leave***

The Employee in writing, using the Company provided form, must submit requests for vacation or a leave of absence. All requests except for funeral or emergency leave will be submitted to the Employee's supervisor at least thirty (30) days prior to the first date of leave. Employees with one (1) year or less of service may submit their request up to forty-five (45) days prior to the first date of leave. Employees with over one (1) year of service may submit their request up to one hundred and twenty (120) days prior to the first date of leave. Approvals for vacation will be based on an Employee's seniority.

Approval or denial of the requested leave will be returned to the Employee within fifteen (15) days. If the Company does not respond to a properly submitted request within fifteen (15) days, the Employee and the Company agree the request is approved. Approval or denial of funeral or emergency leave will be provided within twenty-four (24) hours. All vacations and leaves are subject to cancellation due to operational requirements and emergencies. However, Employees who have been granted leave and can provide proof of pre-paid vacation plans will be allowed to take their previously approved leave.

Pre-paid vacation plans will not be taken into consideration when processing leave if the purchase was made prior to leave approval in compliance with this section or without prior written approval by a member of Management.



Extensions of vacation or leave of absence will be considered and processed on a case-by-case basis. Decisions will be based on operational needs, requests from other Employees, and vacation entitlement due the requesting Employee.

### ***11.8 Jury Duty***

Employees called for jury duty will be granted time off for jury duty and will be paid \$37.50 per day or the State and Federal mandated amount, whichever is greater, for *any* scheduled day of work missed while on jury duty. Proof of days served on jury duty must be provided to the Company to receive payment.

### ***11.9 Voting***

The Company and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are required to notify their supervisor of any schedule conflict. Work schedules will be adjusted to accommodate Employees' voting. Employees are reminded that voting locations are generally open in excess of twelve (12) hours on Election Day and that voting can take place prior to or after scheduled work.

### ***11.10 Personal/Sick Leave***

All employed members of the CBU will receive one (1) hour for every thirty (30) hours worked with a maximum of fifty-six (56) hours earned each year. Puerto Rico-assigned members of the CBU will receive one (1) hour for every fourteen and a half (14.5) hours worked with a maximum of eight (8) hours earned per month (96 hours each year).

Personal/Sick days will be taken as whole days of eight (8), ten (10), or twelve (12) hours, however employees may preschedule time off in four (4) hour increments, based on the Employee's work schedule for the day the Personal/Sick day was taken (not to exceed 12 hours per day). One (1) hour increments may be prescheduled in the case of emergencies (up to four hours total). Approval of (4) or one (1) hour increments is contingent on the Company's ability to staff without incurring overtime.

Personal/Sick days will be paid at the Employee's regular rate of pay for the hours of work requested.

Employees taking a personal/sick day are required to arrange the time off with their supervisor prior to taking the time off or to utilize the normal call in procedures if the time off was not planned in advance. Anticipated requests for Personal/Sick Leave will be made prior to the week in which the schedule covering the anticipated period is due. Employees failing to make prior arrangements or not calling in prior to the start of their scheduled duty will be charged with a No Call/No Show violation. Employees utilizing available Personal/Sick Leave to cover a tardiness or attendance infraction will not be subject to disciplinary action, so long as the Employee has sufficient personal/sick leave to cover the time missed from work. The Disciplinary Policy has been modified accordingly.

Following each Employee's anniversary, the employee will be cashed out all unused

personal/sick time unless they request in writing thirty (30) days prior to their anniversary, on the Company provided form, to carry-over unused personal/sick time. Cash out payments will be made during the next full pay period after the year period ends. In the event that an Employee is paid for more Personal/Sick than he or she has earned, the Employer will deduct the amount of Personal/Sick hours that was overpaid from the next year's total Personal/Sick hours earned. The Employer must notify the Employee in writing of any such discrepancy and provide the specific information used to calculate the resulting balance, including: anniversary date on record, total number of Personal/Sick hours earned, total number of Personal/Sick hours used/paid (including dates of use and payment), and resulting negative balance amount. The deduction of available hours will be automatically applied upon the Employee's annual anniversary payout. Unused Personal/Sick days are not paid to Employees that separate from the contract, regardless of the reason for separation.

Employees in Seattle will accrue in accordance with City of Seattle Paid Sick & Safe Time ordinance, which is 1 hour for every 30 hours worked, up to 72 hours per year. In addition, any Employee in Seattle who works more than 2,160 hours in the previous anniversary year will be eligible to utilize additional prorated personal/sick leave which will be credited to their then current balance based on the number of hours worked to include overtime hours. Employees may use personal/sick leave hours for any reason and in any increment articulated in any law or ordinance covering their work location.

## **ARTICLE XII - EQUAL OPPORTUNITY (NON-DISCRIMINATION)**

### ***12.1 Intent***

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any Employee or applicant for employment because of race, color, religion, sex (including gender identity or pregnancy), national origin, disability, political affiliation, marital status, membership in an employee organization, age, sexual orientation, or other factors that are not tied to the Employee's merit. The Company and the Union agree to review their anti-discrimination policies to ensure that they afford a non-discriminatory working environment to Employees.

The parties recognize the requirement that the Company, as a U.S. Government Contractor, adopt an affirmative action plan that includes goals, objectives, and timetables for the recruitment, employment, and training of minority Employees, handicapped Employees, Employees who are disabled veterans, and veterans of the Vietnam Era.

The parties agree to comply with all applicable Federal laws and executive orders pertaining to non-discrimination and equal opportunity employment. The Company agrees to post, in conspicuous places available to Employees and applicants for employment, notices

provided by the appropriate Contractual regulatory agencies setting forth the provisions of the Equal Opportunity requirements.

The provisions of this Article will not operate to violate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an Employee because of the exercise of the rights granted by Section 7 of the National Labor Relations Act, as amended.

## **ARTICLE XIII - WAGES AND BONUSES**

### ***13.1 General***

Wages will be paid and become effective as depicted in Article XXIII. Changes in pay rates as a result of promotions to the next classification will be effective on the date of promotion.

Employees assigned to Puerto Rico are eligible for the annual bonus per Puerto Rico law ("Christmas Bonus Act"), as long the Employee has worked seven hundred (700) hours or more during the period of twelve (12) months comprised between October 1 of the preceding year and September 30th of the current year. The Employer will pay qualifying Employees a bonus equivalent to 3% of the salary of each Employee up to a maximum of \$10,000 (i.e. up to \$300 of bonus). The bonus will be paid to each Employee between the 1st and 15th of December of each year.

### ***13.2 Wellness Bonus***

The wellness bonus is provided to active members of the CBU for the purpose of maintaining their physical well-being and remaining physically fit as defined by the Contract. Employees who resign in good standing during the bonus period and meet all other qualifications at the time of resignation will receive a prorated payment for the time worked during the bonus period. Employees who are terminated or resign in lieu of termination during the bonus period are not eligible for the wellness bonus.

Part-time members of the CBU will receive a prorated portion of the wellness bonus beginning with their first eligible quarter.

The wellness bonus is paid at \$1000.00 for a period year and is paid on a quarterly basis at the end of each quarter. The bonus amounts represent gross dollars and are subject to taxes. Payments will be made during the next full pay period after the quarter ends. Qualification -must be verified prior to the quarterly payments. The criteria for the wellness bonus will be posted and remain, in Armories, Break rooms, and on Union Bulletin Boards.

The Company understands that the awarding of the bonus pursuant to this section may require the Company to increase the regular rate of pay for the calculation of overtime and/or double time earned and paid during the bonus performance period. As of the first

bonus period calculated after December 15, 2019, the Company will determine if the awarding of a bonus causes the need to adjust overtime and/or double time premium earnings, and the increased amount will be paid to the affected Employees in the pay period following the bonus payment.

***13.2(a) Wellness Bonus Criteria (Full-Time Employees)***

Employees will be eligible to receive the quarterly wellness bonus payment provided they have met the Department of State Contract height and weight requirements during that quarterly bonus period. It shall be the Employee's responsibility to coordinate with their supervisor in order to be weighed during the wellness bonus period for purposes of calculating whether they are entitled to the wellness bonus. The Employee will review and sign the recorded height and weight document. Any errors in completing the form must be corrected within five (5) calendar days after the bonus payment to be considered for calculation and retro-payment purposes. Additionally, Employees must work a weekly average of thirty-four (34) Straight-Time Hours, during the three (3) month bonus period. For the purpose of this section, authorized posts, vacation, training, funeral leave, authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked. Employees who are pregnant during the period may qualify for all height and weight bonuses lost during pregnancy if they meet the requirement within two quarters after pregnancy.

***13.2(b) Wellness Bonus Criteria (Part-Time Employees)***

Employees will be eligible to receive the quarterly wellness bonus payment provided they have met the Department of State Contract height and weight requirements during that quarterly bonus period. It shall be the Employee's responsibility to coordinate with their supervisor in order to be weighed during the wellness bonus period for purposes of calculating whether they are entitled to the wellness bonus. Any errors in completing the form must be corrected within five (5) calendar days after the bonus payment to be considered for calculation and retro-payment purposes. Additionally, Employees must work a weekly average of eighteen (18) Straight-Time Hours, during the three (3) month bonus period. For the purpose of this section, authorized posts, vacation, training, funeral leave, authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked. Employees who are pregnant during the period may qualify for all height and weight bonuses lost during pregnancy if they meet the requirement within two quarters after pregnancy.

The Company understands that the awarding of the bonus pursuant to this section may require the Company to increase regular rate of pay for the calculation of overtime and/or double time earned and paid during the bonus performance period. As of the first bonus period calculated after December 15, 2019, the Company will determine if the awarding of a bonus causes the need to adjust overtime and/or double time premium earnings, and the increased amount will be paid to the affected Employees in the pay period following the bonus payment.

***13.2 Clearance Bonus***

The clearance bonus is provided to active members of the CBU for the purpose of maintaining their government security clearance as required by the Contract. Employees who resign in good standing during the bonus period and meet all other qualifications at the time of resignation will receive a prorated payment for the time worked during the bonus period. Employees who are terminated or resign in lieu of termination during the bonus period are not eligible for the clearance bonus.

Part-time members of the CBU will receive a prorated portion of the clearance bonus beginning with their first eligible quarter.

The clearance bonus is paid in accordance with the amounts identified in Article XXV – Bonus Table and is paid on a quarterly basis at the end of each quarter. The bonus amounts represent gross dollars and are subject to taxes. Payments will be made during the second full pay period after the quarter ends. Qualification will be verified prior to the quarterly payments.

The Company understands that the awarding of the bonus pursuant to this section may require the Company to increase regular rate of pay for the calculation of overtime and/or double time earned and paid during the bonus performance period. As of the first bonus period calculated after December 15, 2019, the Company will determine if the awarding of a bonus causes the need to adjust overtime and/or double time premium earnings, and the increased amount will be paid to the affected Employees in the pay period following the bonus payment.

### ***13.3(a) Clearance Bonus Criteria (Full-Time Employees)***

Employees will be eligible to receive the quarterly clearance bonus payment provided they work a weekly average of thirty-four (34) Straight-Time Hours, during the three (3) month bonus period. For the purpose of this section, authorized posts, vacation, training, funeral leave, authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked.

During the three (3) month period, Employees may have no more than two (2) non-medical call-offs, two (2) medical call-offs, and two (2) late violations to remain eligible.

During the three (3) month period, Employees may have no disciplinary action that results in a suspension as outlined in the Inter-Con Disciplinary Policy.

During the three, (3) month period, the Employee must have the specific clearance level and/or deputation for the entire period to qualify for the full bonus. Bonuses will be prorated over the bonus period based on when the Employee receives the required clearance and/or deputation. All clearances, deputation and K-9 Training must be issued or completed in compliance with DOS standards and requirements.

### ***13.3(b) Clearance Bonus Criteria (Part-Time Employees)***

Employees will be eligible to receive the quarterly clearance bonus payment provided they work a weekly average of eighteen (18) Straight-Time Hours, during the three (3) month bonus

period. For the purpose of this section, authorized posts, vacation, training, funeral leave, authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked. If a Part-Time employee averages thirty-four (34) hours for any quarter, they will be paid the non-prorated rate.

During the three (3) month period, Employees may have no more than two (2) non-medical call-offs, two (2) medical call-offs, and two (2) late violations to remain eligible.

During the three (3) month period, Employees may have no disciplinary action that results in a suspension as outlined in the Inter-Con Disciplinary Policy.

During the three, (3) month period, the Employee must have the specific clearance level and/or deputation for the entire period to qualify for the full bonus. Bonuses will be prorated over the bonus period based on when the Employee receives the required clearance and/or deputation. All clearances, deputation and K-9 Training must be issued or completed in compliance with DOS standards and requirements.

### ***13.3 ASRT Bonus***

The ASRT Bonus is provided to Employees who have been designated by the Company as Active Shooter Response Team (ASRT) members as identified by the DPM/A. This designation is limited to employees that have been specifically identified as ASRT members and who have received ASRT Training above and beyond any training provided in the UPO Basic Training Course. Employees who resign in good standing during the bonus period and meet all other qualifications at the time of resignation will receive a prorated payment for the time spent as Active Shooter Response Team members during the bonus period. Employees who are terminated or resign in lieu of termination during the bonus period are not eligible for the clearance bonus.

The ASRT bonus is paid at \$500.00 for a period year and is paid on a quarterly basis at the end of each quarter. The bonus amounts represent gross dollars and are subject to taxes. Payments will be made during the next full pay period after the quarter ends. Designation on Active Shooter Response Team must be verified prior to the quarterly payments.

The Company understands that the awarding of the bonus pursuant to this section may require the Company to increase regular rate of pay for the calculation of overtime and/or double time earned and paid during the bonus performance period. As of the first bonus period calculated after December 15, 2019, the Company will determine if the awarding of a bonus causes the need to adjust overtime and/or double time premium earnings, and the increased amount will be paid to the affected Employees in the pay period following the bonus payment.

### ***13.4(a) ASRT Bonus Criteria***

Employees will be eligible to receive the quarterly ASRT bonus payment provided they work a weekly average of thirty-four (34) Straight-Time Hours, during the three (3) month bonus period. For the purpose of this section, authorized posts, vacation, training, funeral leave,

authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked.

During the three (3) month period, Employees may have no more than two (2) non-medical call-offs, two (2) medical call-offs, and two (2) late violations to remain eligible.

During the three (3) month period, Employees may have no disciplinary action that results in a suspension as outlined in the Inter-Con Disciplinary Policy.

During the three (3) month period, the Employee must have been designated as an ASRT member for the entire period to qualify for the full bonus. Bonuses will be prorated over the bonus period based on the time that the Employee spent as a Company-Designated ASRT Member.

#### ***13.4 Military-Related Prorated Bonus Amounts***

Employees who otherwise meet the bonus eligibility requirements for the Wellness and/or Clearance bonuses but do not meet the weekly hours average requirement (thirty four (34) hours per week for Full-Time and eighteen hours (18) per week for Part-Time) due to the fulfillment of military obligations beyond eighty (80) hours will be eligible for a prorated bonus amount. The prorated bonus amount will be based on actual hours worked during the quarter. The prorated bonus amounts will be processed as Pay Discrepancies once the DPM/A is made aware of the military obligation.

#### ***13.5 Wages for Future Work Sites***

When future work sites are added to the Contract between the Department of State and Inter-Con, which do not have an established regular wage stated in this Agreement, the instructions identified in this Section will be adhered to. The official U.S. Department of Labor Wage Determination for the District of Columbia, Maryland, and Virginia, Guard II category at the time of the government's request for service at the new site will be compared to the NCR Officer rate for the current year listed in enclosure (1) of this Agreement. The percentage of difference between the two (2) rates will be applied to the official government wage determination, Guard II category, for the new work site at the time of the government's request for service at the new site. The percentage difference is calculated as follows: (the CBU stipulated wage rate for NCR Officer minus the Wage Determination, Guard II category in the NCR at the time of the government's request for service at the new site), divided by (the Wage Determination, Guard II wage rate for the NCR at the time of the government's request for service at the new site). The resulting rate will become the regular wages for Employees working in that category at the new work site. The percentage of difference between the NCR Officer and the position of Sergeant, or Lieutenant, in the NCR, will be applied to the wage rate of the Officer position at a new work site to determine the corresponding wage rate for a Sergeant, or Lieutenant, at the new work sites.

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

### ***14.1 Discipline/Discharge for Just Cause***

Employees may be disciplined or discharged for just cause. In the event of a discharge or disciplinary action by the Company, the Employee will be given a written reason for the Employee's discharge or disciplinary action. Upon receiving the written reason for the disciplinary action, the employee will be provided with an opportunity to respond to the charge in writing. In the event of disciplinary action by the Company, in which the Company requests the presence of the Employee, the Employee will be provided Union representation if it is requested by the Employee. The Company agrees to give the Union two (2) business days to arrange for a Shop Steward or other Union Official to attend the meeting.

In the event of a discharge or disciplinary action by the Company, the Company will give the Employee notice of the violation prior to the issuance of official discipline in the form of a "Notice of Violation." The notice of violation is not disciplinary action. The Employee will have the opportunity to respond to the charge *in* writing on the "Notice of Violation" form. The Company will take a written Employee response into consideration when reviewing the incident and determining if official discipline is warranted.

Should it be determined that discipline is warranted at the level of a suspension based on the Inter-Con Security Systems Inc. Disciplinary Policy, the Company will notify the Employee of the suspension in writing. Upon final determination of disciplinary action, every effort will be made to schedule an Employee's suspension in a timely fashion, however, suspensions will be scheduled in a manner that minimize financial and operational impact to the Company.

### ***14.2 Union Bulletin Board***

If space is available, it will be provided for a Union bulletin board for the exclusive use of the Union and for the purpose of posting Union notices. Union notices shall encompass such subjects as meetings and Union elections, appointments and results of Union elections, recreational and social affairs, and miscellaneous announcements. The bulletin board will not be used for disparaging propaganda of any kind, nor will it be used for the posting of political matters, advertising, or for notices adversely reflecting upon the Company. All postings will be cleared with the Project Manager prior to posting.

### ***14.3 Required Licenses and Permits***

Employees are required to obtain and renew all required licenses and permits necessary to perform their required security duties. All costs associated with this process will be paid by the Employee; however, the Company will be responsible for all costs wherever required by State law. All applications for licenses and permits will be processed in a timely manner. Copies will be provided to the Employees' supervisors immediately after completion. When



licenses and permits are received by the Employee, the Employee will immediately notify the supervisor and provide a copy of the license or permit.

#### ***14.4 Relief Policy***

Employees shall remain on their posts until properly relieved or released by their supervisor.

#### ***14.5 Travel Expenses***

When Employees are assigned to work outside of their normal work region, the Company will provide per diem to the Employee. When an Employee is required to work and/or travel out of their normal region for more than thirteen (13) hours the Employee will be allowed to stay overnight. All actual travel hours between guardmount and arrival at the hotel or work site during outbound trips and from the hotel or work site to the arriving airport during inbound trips and normal work hours will be counted as hours worked, with the appropriate overtime wages as applicable. Employees will be reimbursed for any authorized expenditure during travel during the next full pay period following the submission of the travel voucher.

#### ***14.6 Personnel Files***

The Company and the Union agree that an Employee may schedule a meeting with a member of Management during regular business hours to review their personnel file. The taking of notes regarding any document in the Employee's personnel file is permitted during the review. The Company reserves the right to preserve the integrity of the files at all times.

The Company will ensure that copies of all Awards, Certificates of Achievement/Accomplishment, and other forms of Employee recognition will be included in the Employee's personnel file.

Upon request, the Employee will be given a copy of any instrument they have signed relating to the obtaining or holding of employment.

#### ***14.7 Working Conditions***

In conditions of extreme weather as defined by the General Orders, no Employee shall be required to remain exposed to extreme conditions in excess of one (1) hour. The Company shall make every effort to ensure that each Employee that is exposed to such extreme weather conditions shall be protected from such conditions for at least fifteen (15) minutes for every hour worked. The Company and Union agree that scheduled relief breaks, meal breaks, unofficial breaks and rotation to interior posts will satisfy this requirement.

## **ARTICLE XV – UNIFORMS**

### ***15.1 Uniform Policy***

The Company shall continue its present policy with respect to the issuance of uniforms and equipment as stipulated in the Contract between the Department of State and Inter-Con.

## **ARTICLE XVI - HEALTH AND WELFARE**

**16.1.** For the term of this agreement, the Company and the Union agree that the Company will contribute all H&W monies to the Health and Welfare Benefit Program on behalf of each Employee covered by this agreement.

The collective plan shall be referred to as the HWBP or “Plan” or “The Plan” for the purposes of this agreement.

Health and Welfare payments are only paid on authorized posts or training hours worked at the straight-time rate. Health and Welfare payments are not paid on hours associated with holidays, paid vacation, personal/sick days, medical leave, jury duty, military leave, Union leave, funeral leave, unpaid leave, time taken under the FMLA, medical call-offs, non-medical call-offs, disciplinary suspensions, and government mandated changes and closures.

All H&W amounts earned by each Employee will be placed in a HWBP account under their name and shall be immediately 100% vested in the Employee. The Union agrees that the Company may use all needed Employee information available to the Company in the normal course of business to set up these accounts.

All Employees will be enrolled into the HWBP. Employees with an existing medical plan in place and in full compliance with the Affordable Care Act can elect to decline the medical plan component of the HWBP and can distribute their Health and welfare funds to other components of the HWBP. Employees that are not covered under a medical plan that is in compliance with the Affordable Care Act must elect medical coverage to meet that requirement. All employees must participate in the HWBP.

The Plan will comply with all applicable laws. The Plan will offer various benefits as outlined below which shall be selected by each individual participant as they see fit; all participants are encouraged to actively monitor and revise their benefits selections as they individually deem appropriate and will be afforded the opportunity to do so. The Plan shall contain, at a minimum, the following features, available for selection by all Employees, which will be developed in consultation with the Union:

1. Voluntary and/or Supplemental major medical, limited medical, dental, and vision plans.

2. Short-term disability – available subject to participation.
3. Healthcare Reimbursement Account.
4. Transit and Parking Reimbursement account.
5. All coverage offered by the Plan will be administered by the Fringe Benefits Group/The Contractors Plan.

In the event any Employee does not fully allocate or direct all the funds in his HWBP account, any remaining funds will be contributed by the Company, on a non-elective basis and without any choice or direction on the Employee's part, to an account in the Employee's name in a retirement plan established by the Company, which retirement plan is intended to comply with Section 401(a) of the Internal Revenue Code. The plan will permit Employees to make elections as to the investment of funds and will contain a default election as selected by the trustee. The plan will permit Employees the opportunity to make two (2) withdrawals during any single plan year for a fee of \$20.00. Employees under the age of 59 ½ may be subject to IRS rules regarding hardship withdrawals.

The Company will:

1. Ensure all Employees are automatically enrolled in the plan within two pay periods from their Date of Hire.
2. Ensure all H&W earned by the Employee is sent to the plan administrator within 14 days of the end of the pay period for which the money is earned.
3. Ensure each Employee receives the information to facilitate the allocation of their funds as they choose once a year during annual open enrollment.
4. Consult with the Union to develop the Plan and Plan documents, including the selection of benefits to be included in the Plan offering and prior to making any voluntary plan changes after the Plan is established.
5. Have the final say in all benefits included in the Plan.

On behalf of the Employees, the Union agrees to the following:

1. The Company may use all needed Employee information available to the company in the normal course of business to set up these accounts.
2. No Employee covered by his agreement may refuse to participate in the plan. Refusal to sign any documents will not prevent an Employee's funds from being placed in the Plan.
3. If an Employee fails to make an election, a non-elective contribution will be made by the Company to the Retirement Plan established under the Internal Revenue Code Section 401(a).
4. The Union agrees that the Plan will continue for the term of the BCA and all future CBA's unless specifically negotiated.

## **ARTICLE XVII - SAFETY**

### ***17.1 Safety Policy***

It is the intention of the Company to provide Employees with a work place and conditions of employment that are free or protected against occupational safety and health hazards. The Company agrees to notify the Union of occurrences of safety committee meetings and to permit one bargaining unit member selected by the Union to participate in any such Company scheduled safety meetings. Any Company-required safety equipment will be furnished by the Company at no cost to the Employees.

### ***17.2 OSHA Standards***

The Company will inform the Department of State of any violations of known OSHA standards associated with the Employee's work place.

## **ARTICLE XVIII - SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

### ***18.1 General***

The parties recognize that they are providing security services to the Department of State and that those services are directed by the Department of State. In the event that a Government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government directive with the goal of resolving the deviation.

## **ARTICLE XIX - SEPARABILITY OF THE CONTRACT**

### ***19.1 General***

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of U.S. Government cancellation of existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portion shall remain in full force and effect. Furthermore, if any of the aforementioned activities take place, the parties agree that there shall be no suspension of work in any manner whatsoever by the Employees while a resolution is developed and agreed to by the Company and the Union. This provision is enforceable independently. The jurisdiction of any dispute will be the U.S. District Court of Northern Virginia.

## **ARTICLE XX - ENTIRE AGREEMENT**

### ***20.1 General***

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 bargaining, that all understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement, and that, therefore, during the life of this Agreement, neither shall be obligated to engage in bargaining regarding any other topic.

## **ARTICLE XXI - DURATION**

### ***21.1 General***

This Agreement shall be effective as of December 15, 2019, and shall remain in full force and effect until December 14, 2022 and from year-to-year thereafter, unless notice is given in writing of a desire to modify or terminate this Agreement by either party sixty (60) to one hundred-twenty (120) days prior to the expiration of this Agreement.

## **ARTICLE XXII - EMPLOYER-UNION COOPERATION**

### ***22.1 General***

It is agreed by the parties that periodic meetings between their representatives will promote and enhance understanding on matters of mutual concern.

It is further agreed that other meetings between the Union and management officials at any level may be scheduled whenever the need arises. The party requesting such meeting will give reasonable notice to the other party concerning the subject of the meeting.

## **ARTICLE XXIII –MANAGEMENT RIGHT**

### ***23.1 General***

The management and operation of the business of Employer and the direction of the workforce are rights vested exclusively in Employer, unless expressly abridged by the terms of this Agreement. These rights include, but are not limited to, the following:

- A. Making and enforcing rules to assure orderly and efficient operations.
- B. Determining Employee's qualifications and competencies and the right to hire,

transfer, promote or demote.

- C. Suspending, discharging, and demoting for just cause.
- D. Determining the existence of a lack of work and laying off for lack of work.
- E. Performing bargaining unit work as necessary due to unanticipated emergency circumstances.
- F. Determining the processes, techniques, methods and means by which services are provided.
- G. Assigning work.
- H. Terminating, merging, or selling the business, or any part thereof.

Draft for Ratification Vote

## ARTICLE XXIV – WAGE TABLE

	12/15/2018	12/15/2019	TBD/2020*	TBD/2021*
<b>NATIONAL CAPITAL REGION (DC, MD, VA)</b>				
Site/Sector Supervisor, Lieutenant (armed)	42.53	43.78	TBD	TBD
Uniformed Security Sergeant (armed)	37.87	38.99	TBD	TBD
Patrol Officers (armed)	31.64	32.57	TBD	TBD
K-9 Officer (armed)	31.64	34.01	TBD	TBD
K-9 Sergeant (armed)	37.87	40.71	TBD	TBD
Diplomatic Security Assistant (unarmed)	24.69	25.42	TBD	TBD
<b>NEW YORK, NY</b>				
Site/Sector Supervisor, Lieutenant (armed)	49.50	50.96	TBD	TBD
Security Sergeant (armed)	44.04	45.34	TBD	TBD
Patrol Officers (armed)	36.80	37.89	TBD	TBD
<b>PORTSMOUTH, NH</b>				
Site/Sector Supervisor, Lieutenant (armed)	33.65	36.70	TBD	TBD
Security Sergeant (armed)	29.98	33.03	TBD	TBD
Patrol Officers (armed)	25.09	28.14	TBD	TBD
<b>LOS ANGELES, CA</b>				
Site/Sector Supervisor, Lieutenant (armed)	51.40	51.91	TBD	TBD
Patrol Officers (armed)	38.21	38.59	TBD	TBD
<b>MIAMI, FL</b>				
Site/Sector Supervisor, Lieutenant (armed)	37.25	38.35	TBD	TBD
Patrol Officers (armed)	27.72	28.54	TBD	TBD
<b>CHARLESTON, SC</b>				
Site/Sector Supervisor, Lieutenant (armed)	32.44	33.40	TBD	TBD
Security Sergeant (armed)	28.88	29.73	TBD	TBD
Patrol Officers (armed)	24.17	24.88	TBD	TBD
<b>HOUSTON, TX</b>				
Site/Sector Supervisor, Lieutenant (armed)	51.30	51.81	TBD	TBD
Patrol Officers (armed)	38.14	38.52	TBD	TBD
<b>BOSTON, MA</b>				
Site/Sector Supervisor, Lieutenant (armed)	42.07	43.31	TBD	TBD
Patrol Officers (armed)	30.64	31.54	TBD	TBD

**SEATTLE, WA**

Site/Sector Supervisor, Lieutenant (armed)	40.66	41.86	TBD	TBD
Security Sergeant (armed)	35.50	36.55	TBD	TBD
Patrol Officers (armed)	29.65	30.52	TBD	TBD

**PHILADELPHIA, PA**

Site/Sector Supervisor, Lieutenant (armed)	44.73	46.05	TBD	TBD
Patrol Officers (armed)	33.25	34.23	TBD	TBD

**CHICAGO, IL**

Site/Sector Supervisor, Lieutenant (armed)	46.34	46.80	TBD	TBD
Security Sergeant (armed)	41.26	41.67	TBD	TBD
Patrol Officers (armed)	34.46	34.80	TBD	TBD

**NEW ORLEANS, LA**

Site/Sector Supervisor, Lieutenant (armed)	31.88	32.82	TBD	TBD
Patrol Officers (armed)	23.74	24.44	TBD	TBD

**HONOLULU, HI**

Site/Sector Supervisor, Lieutenant (armed)	37.32	37.69	TBD	TBD
Patrol Officers (armed)	27.18	27.45	TBD	TBD

**STAMFORD, CT**

Site/Sector Supervisor, Lieutenant (armed)	37.01	38.10	TBD	TBD
Patrol Officers (armed)	27.56	28.37	TBD	TBD

**SAN FRANCISCO, CA**

Site/Sector Supervisor, Lieutenant (armed)	46.79	48.17	TBD	TBD
Security Sergeant (armed)	40.67	41.87	TBD	TBD
Patrol Officers (armed)	34.81	35.84	TBD	TBD

**FORT LAUDERDALE, FL**

Site/Sector Supervisor, Lieutenant (armed)	37.25	38.35	TBD	TBD
Patrol Officers (armed)	27.72	28.54	TBD	TBD

**DENVER, CO**

Site/Sector Supervisor, Lieutenant (armed)	44.95	46.28	TBD	TBD
Patrol Officers (armed)	33.43	34.42	TBD	TBD

**HOT SPRINGS, AR**

Site/Sector Supervisor, Lieutenant (armed)	31.37	32.30	TBD	TBD
Security Sergeant (armed)	27.94	28.76	TBD	TBD
Patrol Officers (armed)	23.37	24.06	TBD	TBD



**TUCSON, AZ**

Site/Sector Supervisor, Lieutenant (armed)	30.02	30.91	TBD	TBD
Security Sergeant (armed)	26.76	27.55	TBD	TBD
Patrol Officers (armed)	22.39	23.05	TBD	TBD

**DETROIT, MI**

Site/Sector Supervisor, Lieutenant (armed)	41.02	42.23	TBD	TBD
Patrol Officers (armed)	30.53	31.43	TBD	TBD

**MINNEAPOLIS, MN**

Site/Sector Supervisor, Lieutenant (armed)	40.25	41.44	TBD	TBD
Patrol Officers (armed)	29.94	30.82	TBD	TBD

**DALLAS, TX**

Site/Sector Supervisor, Lieutenant (armed)	36.56	37.64	TBD	TBD
Patrol Officers (armed)	27.23	28.03	TBD	TBD

**WILLIAMSBURG, KY**

Site/Sector Supervisor, Lieutenant (armed)	27.48	30.78	TBD	TBD
Security Sergeant (armed)	24.52	27.82	TBD	TBD
Patrol Officers (armed)	20.52	23.82	TBD	TBD

**ATLANTA, GA**

Site/Sector Supervisor, Lieutenant (armed)	32.64	33.60	TBD	TBD
Patrol Officers (armed)	24.31	25.03	TBD	TBD

**SAN DIEGO, CA**

Site/Sector Supervisor, Lieutenant (armed)	46.45	47.82	TBD	TBD
Patrol Officers (armed)	34.55	35.57	TBD	TBD

**BUFFALO, NY**

Site/Sector Supervisor, Lieutenant (armed)	30.79	33.84	TBD	TBD
Patrol Officers (armed)	22.93	25.98	TBD	TBD

**EL PASO, TX**

Site/Sector Supervisor, Lieutenant (armed)	29.53	30.40	TBD	TBD
Patrol Officers (armed)	22.01	22.66	TBD	TBD

**ST. ALBANS, VT**

Site/Sector Supervisor, Lieutenant (armed)	32.71	33.67	TBD	TBD
Patrol Officers (armed)	24.34	25.06	TBD	TBD

**PUERTO RICO (POLICE II RATE)**

Site/Sector Supervisor, Lieutenant (armed)	29.89	30.19	TBD	TBD
Patrol Officers (armed)	22.28	22.50	TBD	TBD

**BLACKSTONE, VA (FASTC)**

Site/Sector Supervisor, Lieutenant (armed)	28.26	31.81	TBD	TBD
Security Sergeant (armed)	25.16	28.71	TBD	TBD
Patrol Officers (armed)	21.02	24.57	TBD	TBD

**SUMMIT POINT, WV**

Security Sergeant (armed)	37.87	38.99	TBD	TBD
Patrol Officers (armed)	31.64	32.57	TBD	TBD

*\* Wages rates for 2020 and 2021 will be negotiated between the Company and Union at a future date.*

Draft for Ratification Vote

## ARTICLE XXV - BONUS TABLE

Potential Annual Qualification Bonus (effective 12/15/19)

AREA/RANK	NAC	SECRET	TOP SECRET	US DEP MARSHAL	TS + MARSHAL	TS SCI	TS SCI + MARSHAL	DOG HANDLER
<b>NCR (MD, DC, VA, WV)</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
Sergeant	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
Officer	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
DSA	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
<b>NYR</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
Sergeant	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
Officer	\$500.00	\$1,000.00	\$3,750.00	\$4,750.00	\$5,250.00	\$5,750.00	\$6,250.00	\$6,750.00
<b>ARPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Sergeant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>ATPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>AZPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Sergeant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>BUPPT</b>								
Lieutenant	\$500.00	\$1,000.00						

<b>AREA/RANK</b>	<b>NAC</b>	<b>SECRET</b>	<b>TOP SECRET</b>	<b>US DEP MARSHAL</b>	<b>TS + MARSHAL</b>	<b>TS SCI</b>	<b>TS SCI + MARSHAL</b>	<b>DOG HANDLER</b>
Officer	\$500.00	\$1,000.00						
<b>CFC/CPC</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00					
Sergeant	\$500.00	\$1,000.00	\$3,750.00					
Officer	\$500.00	\$1,000.00	\$3,750.00					
<b>COPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>CTPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>DAPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>DEPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>ELPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>ESOC-W</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00					
Officer	\$500.00	\$1,000.00	\$3,750.00					
<b>FASTC</b>								
Lieutenant	\$500.00	\$1,000.00						
Sergeant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						

<b>AREA/RANK</b>	<b>NAC</b>	<b>SECRET</b>	<b>TOP SECRET</b>	<b>US DEP MARSHAL</b>	<b>TS + MARSHAL</b>	<b>TS SCI</b>	<b>TS SCI + MARSHAL</b>	<b>DOG HANDLER</b>
<b>FLPPT</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00*					
Officer	\$500.00	\$1,000.00	\$3,750.00*					
<b>FRC</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>HIPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>ILPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>KCC</b>								
Lieutenant	\$500.00	\$1,000.00	\$3,750.00					
Sergeant	\$500.00	\$1,000.00	\$3,750.00					
Officer	\$500.00	\$1,000.00	\$3,750.00					
<b>LAPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>MAPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>MNPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>NOPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						

<b>AREA/RANK</b>	<b>NAC</b>	<b>SECRET</b>	<b>TOP SECRET</b>	<b>US DEP MARSHAL</b>	<b>TS + MARSHAL</b>	<b>TS SCI</b>	<b>TS SCI + MARSHAL</b>	<b>DOG HANDLER</b>
<b>NPVC</b>								
Lieutenant	\$500.00	\$1,000.00						
Sergeant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>PAPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>PRPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>SDPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>SFPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>TXPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>VTPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						
<b>WAPPT</b>								
Lieutenant	\$500.00	\$1,000.00						
Officer	\$500.00	\$1,000.00						

*\*NOTE: Top Secret Bonus amount in FLPT is not in effect until the first period after 12/15/2019.*

**ARTICLE XXVI - HEALTH & WELFARE TABLE**

<b>Health and Welfare</b>	<b>Amount</b>
Current	<b>\$4.90</b>
December 15, 2019	<b>\$4.90</b>

Health and Welfare rates for 2020 and 2021 will be negotiated between the Company and Union at a future date.

*Draft for Ratification Vote*