



**Agreement**

**By and Between**

**TRIPLE CANOPY, A CONSTELLIS COMPANY**

**And the**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL  
32BJ**

**At Various Federal Facilities in Philadelphia, Pennsylvania, and  
Surrounding Counties**

**April 1, 2022 through September 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between Triple Canopy, hereinafter referred to as the “Employer” and the Service Employees International Union (SEIU), Local 32BJ, hereinafter referred to as the “Union” and shall only apply to the Employer’s FPS Philadelphia Contract No. HSHQE3-17-D-00001.

All economic changes related to this Agreement are effective as of October 1, 2022. All non-economic changes are effective as of the effective date of this Agreement.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Union Recognition**

The Employer hereby recognizes the Union as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act (“Act”) of the employees in the following appropriate unit:

*All full and part-time Protective Security Officers (“PSO”) on the Employer’s FPS Philadelphia contract #HSHQE3-17-D-0001 in Philadelphia, Pennsylvania and surrounding counties, performing guard duties as defined in Section 9(b)(3) of the Act, excluding office clerical employees, Sergeants, Lieutenants, Captains, Managers, Supervisors, and confidential employees as defined in the Act.*

### **1.2 Definitions**

**Active Employee:** An individual who is not on any type of unpaid leave of absence.

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

**Call-in:** A situation where an employee is called in early for a scheduled shift or is asked to work on an otherwise scheduled day off.

**Client:** Department of Homeland Security (“DHS”), Federal Protective Service (“FPS”).

**Client-Directed Change:** Any change from the Client which affects the staffing or scheduling of employees on the contract. These changes include, but are not limited to post closures, post start-ups or modifications, modified post staffing requirements, Client-directed employee transfers or removals, final denial of security clearance, changes to qualification(s), certification(s), and/or training requirement(s), or any other changes.

**Company Seniority:** Length of service measured from date of hire of an employee by the Employer, or a predecessor company.

**Contract:** Contract #HSHQE3-17-D-00001 between the Client and the Employer, for the provision of security services at various FPS sites in Philadelphia, Pennsylvania, and surrounding counties.

**Contract Manager:** Senior Employer representative responsible for the management of the Employer's contract with its Client.

**Disciplinary Action:** Any suspension, termination, written reprimand, memorandum, and/or verbal counseling.

**Employee:** A Triple Canopy employee covered by this Agreement.

**Employer:** Triple Canopy, a Constellis Company.

**Facility:** A specific building by which services are provided under the Employer's contract with the government.

**Full-time Employee:** An employee designated as full-time by the Employer and is regularly scheduled for more than 34.75 hours per workweek.

**Grievance:** Any dispute between the Employer and the Union, or between the Employer and any employee as to the meaning, application, or interpretation of the terms of this Agreement.

**Holdover:** A situation where an employee is required to work additional hours beyond those hours originally scheduled or agreed to in advance of standing post.

**Overtime:** Wages paid at the rate of 1½ times the employee's regular rate for all hours worked in excess of 40 hours worked per workweek.

**Part-time Employee:** An employee designated as part-time by the Employer and is regularly scheduled for less than 34.75 hours per workweek.

**Probationary Employee:** Any newly hired employee shall be deemed to be on probation for a period of 90 calendar days from their first day standing a productive post.

**Straight-time Hours:** Straight-time hours include regular hours worked, vacation actually taken, holiday hours, personal/sick leave actually taken, paid Jury Duty hours, paid Bereavement hours, and training. Straight-time hours do not include hours paid at overtime or hours associated with vacation or personal/sick leave paid in lieu (“cashed out”).

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

**Workweek:** The workweek shall consist of seven days, beginning on Sunday at 0001 hours and ending the following Saturday at 2400 hours.

**Worksite(s):** The actual facilities in which work activities are performed.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.1 Management Rights**

The Employer has the sole and exclusive right to manage its operations and to:

- (a) Direct employees in the performance of their duties and assign the work force.
- (b) Determine and change the methods and manner services are provided.
- (c) Introduce new methods or improved methods of operations or equipment.
- (d) Determine and change the size, composition, and qualifications of the work force.
- (e) Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part.
- (f) Determine whether and to what extent any work shall be performed by employees and how it shall be performed.
- (g) Maintain order and efficiency in its client’s facilities and operations including the right to select, hire, promote, demote, lay-off, assign and train employees.
- (h) Subcontract any part of its operations, including unit work.
- (i) Select and determine supervisory employees.
- (j) Bid or not bid, or to rebid or not rebid, contracts with its clients.
- (k) Determine and change starting times, quitting times, schedules shifts and post assignments of employees.
- (l) Determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units, or departments.
- (m) Establish, change, and abolish its policies, work rules, regulations, practices, and standards/codes of conduct.



(n) Adopt new policies, work rules, regulations, practices, and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the Client and the Employer, as determined by the Employer.

(o) Establish and change work schedules of employees based on operational requirements and staffing needs.

(p) Effect changes based upon Client directives.

(q) Discipline and discharge with just cause.

The rights expressly reserved by this Article are subject to the terms and conditions of this Agreement. If requested by the Union, the Employer will meet with the Union, as soon as practicable, to discuss any changes in policies and procedures only if the change is unrelated to a client requirement.

## **2.2 Management Rights Retained**

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth. Any rights the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

## **ARTICLE 3 - UNION REPRESENTATION**

### **3.1 Union Activities**

There shall be no Union business conducted during an employee's work time unless specifically approved by the Employer. This does not include casual conversation between employees assigned to the same post/site that does not interfere with normal business at that site.

### **3.2 Bulletin Board**

The Employer shall make a good faith effort to secure space at the workplace for the Union to place a bulletin board. The decision of whether to allocate space for a bulletin board shall be exclusively made by the Employer's Client. If approved, any cost associated with the bulletin board shall be borne solely by the Union. Furthermore, the bulletin board shall only be used for the following

(a) Notices of Union meetings.

(b) Notices of Union elections.

(c) Notices of Union recreational and social affairs.

(d) Notices of Union appointments and results of Union elections.

(e) Notice of job vacancies.

All Union notices posted shall be signed by an officer of the Union. It is expressly understood that any postings shall not be inflammatory or derogatory toward the Employer or its Client.

### **3.3 Union Membership**

(a) To the extent permitted by law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the 30<sup>th</sup> day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30<sup>th</sup> day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer shall maintain accurate employee information and transmit dues, initiation fee and all legal assessments deducted from employee's paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location, or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address, and the employee's classification. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmission.

(b) Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reasons other than the failure of such employee to tender the periodic dues or applicable agency fee, and the initiation fee uniformly required as a condition of acquiring or retaining membership.

(c) On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. Every six months and upon request by the union, the Employer shall electronically provide the Union a list of all of its employees covered by this Agreement providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. This information shall be transmitted electronically.

(d) The Employer agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") or American Dream Fund ("ADF") upon presentation by the Union of individual authorizations as required by law, signed by the employees directing their employer to make such deductions from the employee's paycheck each month and remit same to Union not later than the 20<sup>th</sup> of the month following the month in which such deductions were made. Initiation fees and dues will begin being deducted after the employee has completed 30 days of employment. The initiation fee will be deducted in equal amounts based on the Employer's practice but shall not exceed six deductions or until satisfied.

(e) The Union will completely indemnify the Employer and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including reimbursement of court costs and reasonable attorney fees.

### **3.4 Union New Hire Briefing**

The Employer will allow a Union representative and Shop Steward 30 minutes to brief new hires during a portion of classroom training. This briefing shall be at a mutually agreed upon time and place. The Union representative and Shop Steward shall be in a non-pay status during this briefing.

## **ARTICLE 4 - STEWARDS**

The Employer recognizes the right of the Union to designate shop stewards. Within 30 business days of the execution of this Agreement, the Union shall furnish to the Employer, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Employer, in writing, within 10 business days of such change becoming effective.

Any employee acting in the capacity of a Union representative shall not be compensated for that time by the Employer.

## **ARTICLE 5 - WAGES**

### **5.1 Wages**

The Employer agrees to pay employees covered by this Agreement the following straight-time rates per hour, beginning with the first pay period after the effective date. Employees will be made whole back to the effective date of any increases:

**Classification: Armed Protective Security Officer**

Current	October 1, 2022	October 1, 2023	October 1, 2024
\$28.05	\$29.42	\$30.74	\$31.97

**5.2 Shift Differential**

Employees who work between the hours of 6:00 pm to 6:00 am shall be paid an additional \$0.20 per hour worked.

**5.3 Pay Date & Direct Deposit**

Paydays shall be bi-weekly, every other Friday. The Employer reserves the right to change pay periods or paydays for legitimate business reasons, provided the Union and employees are given three weeks' notice of the change.

All employees are required to be paid via direct deposit.

**5.4 Miscellaneous**

In case of an undisputed error on the part of the Employer as to an employee's pay, proper adjustment will be made within one week for undisputed errors over \$150.00 after the Employer is given written notification of the error. All other such undisputed errors will be made on the next paycheck.

**ARTICLE 6 - HEALTH & WELFARE****6.1 Health & Welfare Allowance ("H&W")**

H&W contributions shall be paid on all straight-time hours up to a maximum of 40 hours per week, not to exceed 2080 hours per year. The following rate shall be in effect:

Current Rate	October 1, 2022	October 1, 2023	October 1, 2024
\$4.65	\$4.65	\$4.93	\$5.23

**6.2 Participation**

Employees hired prior to the effective date of this Agreement shall have the option of their earned H&W payment going to either the Employer Health & Welfare Benefit Plan ("HWBP") or 32BJ Health Fund. An employees earned H&W shall only be directed to one plan. There shall be no cash-in-lieu option.

Employees hired after the effective date of this Agreement will have their earned H&W payment directed to the 32BJ Health Fund. There shall be no cash-in-lieu option.

### **6.3 Components of the Employer's Health & Welfare Benefit Plan ("HWBP")**

The HWBP will comply with all applicable laws. The HWBP will offer various benefits to eligible employees as outlined below which shall be selected by each individual participant as they see fit; all eligible employees are encouraged to actively monitor and revise their benefits selections as they individually deem appropriate and will be afforded the opportunity to do so during open enrollment and/or when the employee experiences a qualified life event change. The Plan shall contain, at a minimum, the following features, available for selection by all eligible employees:

- (a) Major medical plan that meets the minimum value requirements of the Affordable Care Act.
- (b) Voluntary and/or Supplemental dental plan.
- (c) Voluntary and/or Supplemental vision plan.
- (d) Voluntary life insurance.
- (e) 401(k) plan with multiple investment options.

All coverages offered by the Plan will be administered by the Employer or a Third-Party Administrator.

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 Employer, 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 Employer, which retirement plan is intended to comply with Section 401 of the Internal Revenue Code. The retirement 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 retirement plan will permit employees the opportunity to make two withdrawals during any single plan year for a fee. Employees under the age of 59½ may be subject to IRS rules regarding hardship withdrawals.

### **6.4 Employer 401(k) Savings Plan**

The Employer shall offer to employees in the bargaining unit a plan, solely of the Employer's choosing and design, containing a 401(k) Savings Plan, with multiple investment options.

Non-probationary employees may participate in the 401(k) Plan on a voluntary basis, by making an election to defer wages, in accordance with the Plan eligibility requirements. The Employer shall not make a matching contribution of any kind to the 401(k) Plan.

The Union and employees benefiting under this Agreement agree to waive any right to grieve or arbitrate any matter with respect to the Employer's actions in connection with the Plan, nor will

the grievance and arbitration procedures of this Agreement apply with respect to any individual claims arising with respect to such Plan.

### **6.5 Building Service 32BJ Health Fund**

Employees who were hired prior to the effective date of this Agreement shall have a one-time option to decline coverage through the Building Service 32BJ Health Fund (“32BJ Health Fund”) and must decline such coverage on or before May 1<sup>st</sup>, 2022. Employees who do not opt out on or before May 1<sup>st</sup>, 2022 will automatically be enrolled in the plan with no option to opt out. Those employees who decline 32BJ Health coverage will be required annually during Open Enrollment period to demonstrate adequate coverage elsewhere. Employees who fail to do so will be automatically enrolled in the plan with no option to opt out. The Company will process benefit deductions for the Union and remit to the 32BJ Health Fund. Any remaining H&W earnings will be paid as cash in lieu.

Commencing May 1st, 2022, the Employer shall make contributions to a health trust fund known as the “Building Service 32BJ Health Fund” payable when and how the Trustees determine, on behalf of participating employees, as prescribed in 6.2 above, with such health benefits as may be determined by the Trustees of the Fund.

### **6.6 Miscellaneous**

If the Employer fails to make required reports or payments to the Health Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Fund’s trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

If the Employer is regularly or consistently delinquent in Fund payments, it may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt payment of such payments.

By agreeing to make the required payments into the Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended, and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreements and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in this

Article, no other increases to the rates set forth in this Article can or will occur, or be required to be paid, by the Employer during the term of this Agreement.

The Employer agrees to transmit all H&W contributions electronically via ACH debit utilizing the SEIU 32BJ Benefit Funds Employer Portal unless otherwise directed in writing for means other than electronic transmittals. Any Employer currently not utilizing the Portal will meet with the Union to discuss implementation.

## **ARTICLE 7 - HOLIDAYS**

### **7.1 Designated Holidays**

The following days shall be designated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	<b>Intentionally Blank</b>

### **7.2 Holiday Pay (Not Worked)**

Full-time employees will be paid eight hours at the straight rate of pay. Non-probationary part-time employees will be paid a proration of the full-time holiday benefit based upon his or her average weekly hours for the previous pay period.

### **7.3 Holiday Pay (Worked)**

Employees who work on a holiday will be paid at one and one-half (1½) the regular hourly rate of pay, plus the holiday pay prescribed in 7.2 above. This provision will only apply to the day the Federal Government designates as the observed holiday, rather than the calendar day.

### **7.4 Miscellaneous Provisions**

In the event that the designated holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the holiday.

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 or be on approved vacation or paid sick leave in order to receive holiday pay under this Article.

An employee scheduled to work on a holiday that refuses to work the holiday or fails to report to work, if scheduled, will not receive holiday pay, and may be subject to discipline, unless excused by management for valid reason(s).

It is expressly agreed and understood that employees shall not be entitled to holiday pay when on any type of leave of absence.

In the event the President or Congress declares a new or special national holiday it will become a defined holiday in this Agreement.

Hours paid under this Article and not worked will not be considered as time worked for the purpose of computing overtime.

## **ARTICLE 8 - VACATION**

### **8.1 Vacation**

Employees shall receive a block grant of vacation after completion of each year of service ("anniversary year") up to the maximum amounts set forth below. Full-time employees must work a minimum of 1807 hours in the year to receive the full vacation amount. Should an employee not work 1807 hours for the year, that employee shall earn pro-rated vacation per section 8.2 below.

<b>Completed Years of Service</b>	<b>Not to Exceed</b>
1	80 hours
5	120 hours
10	160 hours
15	200 hours

**Note:** 1807 hours represents 34.75 hours per week x 52 weeks.

### **8.2 Accruals**

Vacation time for all part-time employees is earned based on the employee's hours worked in the previous year. The amount earned is calculated by the number of hours worked in the previous year, divided by 1807, and then multiplied by the maximum vacation hours for that employee's years of service (see below sample calculation). No employee may earn more than the maximum for that employee's years of service.

Hours Worked (example: 1000 hours)	Divided by 1807	Factor (.55)	Vacation Hours (80) multiplied by Factor of	Vacation Hours Earned
1000/1807 = .55			80 x .55 = 44	
Employee earned 44 hours of vacation				



Employees shall be eligible to use earned vacation upon the completion of one year of continuous employment and each subsequent anniversary of the date thereafter. Vacation shall not vest, and employees shall not be entitled to vacation under the above schedule until the employee has completed each 12-month period of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Employer, the employee shall not be entitled to any vacation pay.

### **8.3 Vacation Scheduling**

Vacation requests must be received by the Contract Manager, or designee, no less than 21 days from the desired start date. The request will be submitted on a "Request for Leave" form provided by the Employer. So far as practicable, the selection and preference as to the time of taking vacation shall be granted to employees on the basis of seniority and order of request. The Employer retains the final right to approve or deny all vacations requests. Previously approved vacations will not be changed without the consent of the employee. Employees may not take vacation in increments of less than eight hours.

The Contract Manager, or his designee, shall approve or disapprove all vacation requests in writing at least 14 days prior to the requested time off. Requests for vacation shall not be unreasonably denied.

### **8.4 Roll-over & Payout**

An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Employer, and each continuous year of employment thereafter, at the employee's annual anniversary date, vested but unused vacation shall be paid to the employee. The Employer will make a good faith effort to effect payment on the first payroll date following the employee's anniversary date.

At the time of termination of employment, employees shall be paid for vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

### **8.5 Rate of Pay**

Employees shall be compensated for vacation at the straight-time rate of pay. Vacation leave shall be paid by the Employer in accordance with its normally scheduled payroll dates.

## **8.6 Miscellaneous**

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

## **ARTICLE 9 - PAID SICK LEAVE & PERSONAL DAYS**

### **9.1 Accruals**

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

Full-time employees shall receive a block grant of 72 hours of Paid Sick Leave/Personal Days upon date of hire and every anniversary year of employment thereafter.

Part-time Employees may accrue up to 72 hours of Paid Sick Leave/Personal Days per anniversary year of employment, at the rate of one hour for every 30 hours worked.

### **9.2 Carryover & Payout**

Sick/personal days will not carry over from anniversary year to anniversary year but will be paid at 100% of the vested and unused hours no later than the second pay date after the end of a government contract year.

### **9.3 Miscellaneous**

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

## **ARTICLE 10 - WORKWEEK, BREAKS, SHIFTS & SCHEDULING**

### **10.1 Workweek**

The normal workweek shall be 168 hours commencing at 0001 hours on Sunday and concluding at 2400 hours of the following Saturday. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week except that the minimum scheduled and call-in shift shall be four hours.

The workweek may be changed based on Employer business necessity and after conferring with the union.

### **10.2 Breaks & Rest Periods**

The Employer and the Union agree that all employees who work eight consecutive hours shall be entitled to two paid 15-minute rest periods per shift, generally one in the first half of the shift, and

one in the second half of the shift. Employees who work 12 consecutive hours will be entitled to an additional 15-minute paid break.

If an employee is not properly relieved for at least one break or rest period, they will receive compensation for the missed break or rest period. In order to be compensated for a missed break, the affected employee must submit a "Missed Break Form" to the Employer as soon as reasonably possible.

If an employee is not properly relieved for at least two break or rest periods, while working 12 consecutive hours, they will receive compensation for the missed break or rest period.

Employees who are working six consecutive hours or more, but less than eight hours, per day shall be entitled to one paid 20-minute rest period.

### **10.3 Shifts**

Except for emergencies, employees will not be required to work more than 12 consecutive hours, exclusive of meal periods. When employees who normally work eight hours have to be held over for 12 hours on their awarded posts, the employer will give that employee as much notice as possible.

### **10.4 Scheduling**

The Employer shall schedule the hours of work for employees at least two weeks in advance, except in circumstances beyond the Employer's control. It shall be the responsibility of each employee to know their work schedule. Nothing shall preclude the Employer from scheduling employees to work 10 or 12-hour shifts.

The Employer will post employees' shifts, workdays, and hours at least two weeks in advance in the Employer's scheduling system. Employees shall be responsible for periodically checking their schedule to determine if any changes have been made.

When the Employer posts any changes to an employee's schedule the Employer will provide the most advance notice possible directly to the employee.

## **ARTICLE 11 - OVERTIME**

### **11.1 Overtime**

All work performed in excess of 40 hours in the workweek shall be compensated at 1½ times the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay.

### **11.2 Assignment of Overtime**

When the Employer has advance knowledge that overtime will be required, it will offer such work to available, qualified employees, by rotation, in order of seniority within their respective facilities. Rejected overtime shall be considered as “overtime worked” for purposes of future overtime distribution. Should an insufficient number of qualified employees agree to work overtime through this procedure, the Employer shall assign available overtime as it sees fit. It is the intent of this procedure that overtime work is distributed among employees as equally as possible.

Additional hours may be offered to part-time employees before full-time employees, up to 40 hours, providing they provide the Employer with a list of days and times during which they are available and willing to work should extra work become available. However, if a part-time employee refuses on two separate occasions to work hours offered consistent with such list, other than due to an emergency acceptable to the Employer, the Employer will not have further obligation to offer overtime work to that employee.

## **ARTICLE 12 - CALL-IN & REPORTING PAY**

### **12.1 Reporting for an Unscheduled Shift**

An employee who has been called in to work on an unscheduled shift and has not been advised either orally or in writing not to report, shall receive a minimum of four hours pay at his/her regular straight-time hourly rate of pay, including all benefits and allowances. Furthermore, the Employer reserves the right to assign other work to be performed during this time period. Employees shall have the option to stay and work for the four hours or leave. If an employee decides to leave, he shall not be paid for the aforementioned hours, except for the time actually spent on site.

### **12.2 Reporting for a Scheduled Shift**

An employee who reports to work for his/her scheduled shift without having been notified not to report or the building closes after the employee has reported, and work is not available, shall be paid four hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Furthermore, the Employer reserves the right to assign other work to be performed during this time period. Employees shall have the option to stay and work for the four hours or leave. If an employee decides to leave, he shall not be paid for the aforementioned hours, except for the time actually spent on site. If the employee is asked to work at a location that is different from where they reported, the employee will be paid for their time spent travelling to the location.

### **12.3 Temporary Assignment**

In the event that an employee is required to work a temporary assignment, other than his/her normal assignment, the travel time in excess of the commute to the normal post assignment (as documented by MapQuest) such travel time shall not be considered duty time.

Employees will be reimbursed at the prevailing GSA mileage rate for the mileage difference from the employee's home to the temporary assignment, less the regular mileage between the employee's home and regular work assignment, as long as the difference is equal to 50 miles or greater.

## **ARTICLE 13 - SENIORITY**

### **13.1 Seniority**

An employee's seniority shall commence after completion of his/her probationary period and shall be retroactive to the date of the first shift worked after completion of training and adjudication approval.

Seniority shall mean the length of continuous service of an employee under a service to provide services at the work locations covered by this agreement. An employee's seniority rights shall not be affected by a change in contractors under a contract which succeeds a contract subject to the Service Contract Act, and under which substantially the same services are furnished if the employee remains an employee of the successor contractor. It is understood that the length of continuous service shall be controlled for the purpose of layoff and recall, provided that they have the requisite skills and ability to perform the remaining work.

### **13.2 Termination of Seniority**

An employee's seniority shall be terminated and his or her rights forfeited upon the occurrence of any of the following events:

- (a) Discharge, retirement, or resignation.
- (b) Employee fails to return to work within 14 days after recall from layoff.
- (c) Employee transfers out of the bargaining unit for more than 90 days.
- (d) Employee fails to return to work upon expiration of a leave of absence.
- (e) Laid-off for a period of time not to exceed 12 months.

### **13.3 Seniority Roster**

The Employer will provide the Union with an updated employee seniority roster on a quarterly basis. This roster shall contain the employee's name, seniority date, and job classification.

Full and part-time employees shall be placed on separate seniority rosters, and those rosters shall be posted in the Employer's office.

#### **13.4 Same Seniority Date**

Should employees have the same seniority date, seniority will be determined as the one with the lowest last four digits of their social security number being the most senior.

#### **13.5 Promotion**

Any represented employee who accepts a permanent promotion to supervisor shall have 90 days in which to return to the bargaining unit with no loss of seniority with the Union.

#### **13.6 Return to Bargaining Unit**

Any employee removed from a permanent supervisory position shall be eligible to return to the bargaining unit if a vacancy exists.

#### **13.7 Miscellaneous**

During the probationary period, an employee may be discharged without recourse to the grievance and arbitration procedures. The Employer has the right to extend the probation period for an additional 30 days, with notice to the Union. If the additional 30 days' extension is successful, the new employee's seniority date will be the first day standing a productive post.

### **ARTICLE 14 - LAY-OFF & RECALL**

#### **14.1 Lay-off**

Should the Employer determine it necessary to lay-off employees, it shall be done in the following manner:

- (a) Employees voluntarily agreeing to be laid-off.
- (b) Probationary employees in reverse seniority.
- (c) Part-time, non-probationary employees in reverse seniority.
- (d) Full-time, non-probationary employees in reverse seniority.

The Employer shall make every effort to give employees, identified for lay-off, two weeks' prior notice to the effective date of the layoff.

It is the responsibility of any laid-off employee to keep the Employer advised of any changes in their mailing address.

## **14.2 Recall**

Full and part-time employees shall continue to retain recall rights and accrue seniority for a 12-month period, commencing from the date of the lay-off.

When a vacancy arises, the Employer shall recall full-time employee's first, and part-time employees' second, and probationary employees third, on the basis of qualifications to perform the available work. Seniority shall govern as set forth in Article 13. The recall notice shall be sent via email and by registered mail to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his/her last known address and functional email address (if the employee has one).

The employee shall reply to the Employer their intent to return to work within seven business days after receipt of certified notice from the Employer of recall. The employee will then have a maximum of 14 calendar days to report for duty.

## **14.3 Benefits during Lay-off**

Laid-off employees shall not accrue vacation or sick days during a period of lay-off. In addition, they shall not be eligible for any other Employer benefits, except as provided for by applicable law.

# **ARTICLE 15 - DISCIPLINE & DISCHARGE**

## **15.1 Just Cause**

No employee, after completion of his or her probationary period, shall be disciplined or discharged without just cause. It is agreed by the parties that in instances when an employee is removed from working under the FPS contract by the Client, or when the employee's authority to work as a Protective Security Officer under the FPS contract is otherwise denied or terminated by FPS, or the employee no longer satisfies the FPS qualifications for his or her position, the employee may be terminated without recourse to the procedures under this Agreement and the Employer shall be held harmless from any lawsuits resulting by the employee and the Union. The Union will be provided a copy of any communication from the Client directing the removal of an employee, as long as the Client has agreed to the release.

## **15.2 Disciplinary Policy**

The Employer' discipline policy is outlined in the Employer's "Progressive Disciplinary Policy," which is subject to revision from time to time. Should the Employer revise the disciplinary policy, the Union shall be provided a minimum of 14 days' prior notice of any change.

### **15.3 Written Notice**

Employees may not be discharged or disciplined except for just cause. Any employee discharged or disciplined shall be given a written notice of the basis for such discipline or discharge. Discipline may not be used to support further discipline after 12 months. Upon request, the Union shall be provided a copy of the notice to the employee of discipline or discharge.

### **15.4 Representation**

All employees have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

### **15.5 Miscellaneous Provisions**

No employee shall be subject to discipline or reprimand in the event any natural disaster, verifiable demonstration, rally, march, or protest causes an employee to be delayed in reporting to work.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Employer agrees to notify an employee when they are under investigation.

## **ARTICLE 16 - GRIEVANCE & ARBITRATION**

### **16.1 Timeliness & Probationary Employees**

The number of days provided for in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may be extended by written mutual agreement. The term “business days” as used in this Article shall exclude Saturdays, Sundays, and holidays. Furthermore:

(a) The failure of an employee or the Union to initially file a grievance, or to proceed to the next step of the grievance procedure, within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute an unequivocal waiver of any future appeal concerning the grievance, including arbitration.

(b) The failure of the Employer to answer a grievance within the time limits specified shall permit the grievance to proceed to the next step of the grievance procedure.

Probationary employees shall have no rights to grieve discipline under this Article.



## **16.2 Grievance Involving Discharge or Suspension**

In case(s) involving a discharge of employment or suspension, the parties agree the matter shall be filed initially at Step Two and must be filed within ten business days after the effective date of the discharge or suspension in order to be considered timely.

## **16.3 Class Action Grievance**

In case(s) involving a class action grievance, the parties agree the matter may be filed initially at Step Two and must be filed within ten business days after the effective date of the discharge in order to be considered timely. A class action grievance is defined as a grievance involving more than one employee alleging the exact same violation allegedly occurring on the same date/time.

## **16.4 Written Presentation**

All grievances shall contain, at a minimum:

- (a) The facts giving rise to the grievance;
- (b) The date and time the grievance allegedly occurred;
- (c) The provisions of the Agreement alleged to have been violated;
- (d) The name(s) of the aggrieved employee(s); and
- (e) The exact remedy sought.

All grievances shall be signed (electronic signature acceptable) and dated by the employee and designated Union official, at the time of filing. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative and shall be presented to the aggrieved employee and the Union. The parties agree to the electronic filing of grievances and appeals, as well as Employer responses.

## **16.5 Grievance Steps**

Grievances shall be processed as follows:

### **Step One – Notice to the Contract Manager**

Within ten business days after the occurrence of an event upon which a grievance is based. The grieving employee having a grievance and/or Steward will submit the grievance in writing to the Contract Manager or his designee. The Contract Manager or his designee shall respond in writing to the grievance within ten business days after submission of the grievance. If the grievance is not settled, it may be appealed in writing to Step Two within ten business days after receipt of the Contract Manager's response.

### **Step Two – Notice to the Regional Director of Operations**

If the matter is appealed to Step Two, a meeting will be held between the grievant, Steward, and the Regional Director of Operations or his designee within ten business days of receipt of the appeal. It is agreed that this meeting shall be held telephonically. The Regional Director of Operations or his designee shall render a written response within ten business days after the meeting is held. If the grievance is not settled, it may be appealed in writing to Step Three within ten business days after receipt of the Regional Director of Operations or his designee's response.

### **Step Three – Notice to the Labor Relations Director**

If the matter is appealed to Step Three, a meeting will be held between the grievant, Steward and Corporate Labor Relations Director or his designee within ten business days of receipt of the appeal. It is agreed that this meeting shall occur telephonically. The Corporate Labor Relations Director or his designee shall render a written response within ten business days after the meeting is held. If the grievance is not settled, it may be appealed in writing to arbitration.

### **16.6 Appeal to Arbitration**

If a grievance is not settled at Step Three, the Union may appeal the matter to arbitration. Notice of the appeal to arbitration must be served to the Employer's Director of Labor Relations no later than 30 business days after the Union receives the Step Three response. It is agreed that said notice may be made by email.

The moving party shall be responsible for obtaining a panel of no less than seven arbitrators from the Federal Mediation and Conciliation Service from which the parties shall select an arbitrator. Each party shall have a one-time right to reject a panel. Should this occur, the rejecting party shall be responsible for obtaining a new panel as prescribed within this paragraph. The requesting party shall be responsible for all associated costs with obtaining the panel.

Within 20 business days after receipt of the list of arbitrators, the representatives of the Union and the Employer will alternately strike names from the list of available arbitrators. It is agreed this meeting shall be held telephonically. The moving party shall be the first to strike from the list of arbitrators. The last remaining name on the list shall be the arbitrator to hear the case.

### **16.7 Arbitrator Authority**

The Arbitrator shall have jurisdiction and authority to only apply and interpret the provisions of this Agreement. It is understood and agreed to by the Union and the Employer that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator is permitted to weigh evidence to determine if the action taken is supported by just cause pursuant to the CBA, policies of the Employer and applicable State and Federal law. The arbitrator

is not permitted to substitute their own judgment in making a decision which would be contrary to the CBA, policies of the Employer, State, or Federal law.

Furthermore, the Arbitrator shall have no power or jurisdiction to:

- (a) Establish or modify any wage rate or other economic provision outlined in this Agreement.
- (b) Consider any matter or substitute his/her judgment for that of the Client regarding a determination, suggestion, recommendation or request of the Client, the contracting officer, or any other duly authorized official of the Government.

The Arbitrator's award shall be made in writing and shall be rendered within 90 calendar days after the close of the proceedings or post-hearing briefs (if provided).

Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the event by which the grievance was filed and shall be offset by all earned income received during the applicable period (including all disability, worker's compensation, unemployment, and other income received). Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12-month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

### **16.8 Arbitrator Expenses**

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

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.1 Unpaid Leave of Absence**

Consistent with Employer policy, an unpaid leave of absence may be granted at the sole discretion of the Employer without loss of seniority to the employee. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits while on unpaid leave. The Employer will make every reasonable effort to maintain an employee's position while on an unpaid leave of absence.

Unpaid leaves of absence may be taken only with prior written approval of the Employer, or in case of verified personal emergency. Any employee in an unpaid status at the time a holiday occurs

shall not be entitled to any holiday pay. Note “unpaid status” does not include regular scheduled days off, vacation or personal leave.

An employee who does not return from an approved unpaid leave of absence as scheduled and does not apply for, and receive in writing, an extension from the Employer, will be considered to have abandoned his/her job and will be terminated without recourse to the provisions of Article 16 of this Agreement.

An employee who engages in other employment, without the express written permission of the Employer, while on a leave of absence shall be subject to immediate termination of employment without recourse to the provisions of Article 16 of this Agreement.

### **17.2 Family Medical Leave**

The provisions of the Family Medical Leave Act of 1993 are incorporated herein by reference.

### **17.3 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 Reserve Forces Act, shall be granted an unpaid leave of absence as required under applicable 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. Length of service with the Employer shall accrue for purposes of vacation or other accrued benefits while on Military Leave. The employee will not accrue benefits while on unpaid military leave unless required under USERRA.

### **17.4 Bereavement Leave**

In the event of death in the immediate family, non-probationary employees will be granted a maximum of three days paid leave if the employee was otherwise scheduled work during the same time. If the death is of an immediate family member who resided more than 100 miles from the employee’s residence, the employee shall be entitled to five days paid leave if the employee was otherwise scheduled work during the same time.

For the purpose of this section, the immediate family is defined as father, mother, spouse, child, grandchild, siblings, father, mother, father-in-law, mother-in-law, grandparents, or domestic partner. Upon request of the Employer, an employee shall be required to provide proof of need for the leave. If requested, proof must be provided to the Employer upon the employee’s return from bereavement leave before payment will be affected.

### **17.5 Jury Duty**

Non-probationary employees shall be paid the difference in pay between his/her current hourly rate and what is received from the court, for scheduled days of work missed while on jury duty and shall abide by the rules of the court that has jurisdiction over his/ her serving jury duty. Jury duty shall be granted for a maximum of seven days per year.

### **17.6 Miscellaneous**

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

## **ARTICLE 18 - POST/SHIFT BIDDING**

### **18.1 Notice of Open Posts**

The Employer shall post a notice of post openings on the Union bulletin board (if applicable) and appropriate locations for a period of no less than seven business days. The notice shall contain:

- (a) Hours and days of work.
- (b) Specific location(s).
- (c) Description of Post.

### **18.2 Bidding**

Employees desiring to bid for an opening must submit a "Post Vacancy Bid Form" to the Contract Manager during the seven business days during which the notice is posted. Late submissions will not be considered.

### **18.3 Award**

If two or more employees, who submitted a timely "Post Vacancy Bid Form", possess the same qualifications to fill the vacancy, then the employee with the most seniority, as set forth in Article 13, Section 13.1, shall be awarded the bid. The Employer will notify any the unsuccessful bidders of the job vacancy posting with a reason as to their non-selection. Any employee awarded a post shall not be eligible to bid for another Open Post for a period of 12 months after the award date.

### **18.4 Temporary Post Filling**

Within 10 business days from the date of the post vacancy posting, the Employer may fill an opening temporarily until there has been a permanent award of the post to an employee.

## **ARTICLE 19 - GOVERNMENT ACTION**

Any action(s) taken by the Employer pursuant to a requirement or directive including but not limited to the denial of employee access or employee removal by the Client shall not constitute a

breach of this Agreement and shall not be subject to grievance arbitration. The Union will be provided a copy of any communication from the Client concerning the directive, as long as the Client has agreed to the release.

#### **ARTICLE 20 - NO STRIKE/NO LOCKOUT**

The Union agrees that during the term of this Agreement, neither the Union, nor any of its agents, representatives, employees, or members will authorize, instigate, aid, condone or engage in any work stoppage, strike, work slowdown, sick-out or any other action of any type which has either the purpose or effect of stopping, slowing or in any way impeding the work of the Employer or any of its employees, agents, assignees, or contractors. It shall be a violation of this Agreement, and it shall be cause for immediate discharge, if an employee refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business provided the Employer provides the employee with a safe and secure manner to enter and exit the premises.

The Employer agrees that during the term of this Agreement there shall be no lockout of the employees in any form.

#### **ARTICLE 21 - GENERAL PROVISIONS**

##### **21.1 Employee Contact Information**

Each employee is responsible for ensuring a current address and contact telephone number(s) are on file with the Employer, as maintained and updated in ADP. All written notices shall be deemed to be properly filed if sent to the employees' last address of record.

##### **21.2 Uniforms & Equipment**

The Employer will provide all necessary uniforms and equipment (as determined in the sole discretion of the Employer), at no cost to the employee. The Employer will provide replacement uniforms and equipment as needed when they are worn out and cannot be repaired, except for neglect. Employees shall report for duty in clean, complete, and serviceable uniforms.

Uniforms and equipment replaced due to neglect will be the financial responsibility of the employee. The Employer reserves the right to inspect uniforms and/or equipment at any time to ensure that the employee is properly maintaining their uniforms and/or equipment.

### **21.3 Safety & Health**

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Employees are expected to report unsafe conditions or accidents immediately to on-duty supervision.

### **21.4 Supervisors**

Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief, or emergencies to cover for employee absenteeism until a bargaining unit member can be contacted and brought in.

### **21.5 Labor/Management Meetings**

The parties agree to hold Labor/Management meetings on a quarterly basis, if requested by either party.

### **21.6 Employee Access to Personnel File**

Consistent with the Inspection of Employment Records Law Pennsylvania (Act of 1976, No. 286) employees shall have reasonable access to their personnel file during working hours and upon prior notice to the Contract Manager or his designee.

## **ARTICLE 22 - DRUG & ALCOHOL POLICY**

The Employer's Drug and Alcohol Abuse policy is hereby incorporated by reference. The Employer shall make a good faith effort to conduct any testing during an employee's regularly scheduled shift. However, when this is not possible, employees shall be compensated at their regular rate of pay for time spent during testing. Failure of any employee to abide by such policy will subject them to disciplinary action up to and including discharge.

The use of controlled substances or alcohol which causes intoxication or impairment on-the-job poses risks to the Employer, Client, affected employee, co-workers, and the public. Any employee who reports for duty or is found while on-duty, exhibiting signs of intoxication and/or impairment, has the odor of alcohol on their breath or is suffering from the residual effects of the use of a legal or illegal substance, shall be immediately relieved of duty and directed to the Employer's designated testing facility. Any positive result from said testing shall be cause for termination of employment.

It is the Employer's policy to maintain a drug-free workplace.

## **ARTICLE 23 - EXAMINATIONS & TRAINING**

### **23.1 Psychological or Physical Examinations**

The Employer shall bear the cost of any psychological or physical examination when an employee is directed to undergo said examination by the Employer as a condition of employment. If an employee is directed to undergo the tests during scheduled working hours, they will be paid for hours lost.

### **23.2 Weapons Qualification**

Employees shall be required to qualify with their assigned duty weapon semi-annually. Each firearms qualification “session” shall consist of no more than two attempts to qualify. If unsuccessful on the first qualification attempt, a second attempt must occur immediately thereafter. If an employee does not achieve a qualifying score after the first session, they will be placed on administrative leave w/o pay and must attempt a second qualification session. If an employee does not achieve a qualifying score after the second session, they will remain on administrative leave w/o pay and must attempt a third qualification session. Employees will have no more than 30 days to complete both the second and third qualification sessions. Employees failing to qualify shall be required to undergo four hours of remedial firearms training, conducted by the Employer, before attempting subsequent qualification sessions. Employees who fail to achieve a qualifying score after three sessions will be immediately separated from employment.

The Employer agrees to pay employees at their normal rate of pay, for time spent during firearms qualification and training for the first three sessions mentioned above and time spent travelling to the location if it occurs during a scheduled shift.

### **23.3 Training & Qualifications**

Employees are required to attend and successfully complete all training required by the Employer and must also maintain all contractual qualifications and certifications.

### **23.4 Pay for Training**

The Employer agrees that training, classroom, and range time required for recertification and/or testing whether on/off worksite will be considered time worked.

## **ARTICLE 24 - SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not



invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 25 - TERM OF AGREEMENT**

This Agreement shall be effective as of April 1, 2022 and shall remain in full force and effect through September 30, 2025 and from year-to-year thereafter, unless notice is given in writing of a desire to modify or terminate this Agreement by either party 90 to 180 days prior to the expiration of this Agreement.

**///SIGNATURE PAGE FOLLOWS///**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have caused their representatives to sign this Agreement, subject to ratification, as full acknowledgment of their intention to be bound by the Agreement.

**FOR: Triple Canopy**



Michael W. Goodwin, Director, Labor Relations

3/14/2022

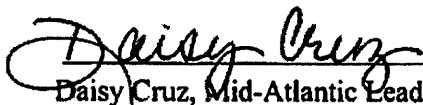
Date



Scott Krzywonos, Contract Manager

3/14/2022  
Date

**FOR: Service Employees International Union, Local 32BJ**



Daisy Cruz, Mid-Atlantic Leader, 32BJ SEIU

3/14/2022

Date

## **SIDE LETTER AGREEMENT**

Between

Triple Canopy (FPS Philadelphia)

And

Service Employees International Union, Local 32BJ


Triple Canopy ("Employer") and Service Employees International Union, Local 32BJ ("Union") agree that the Employer shall have 180 days from the effective date of the Collective Bargaining Agreement to establish electronic remittance of dues, as well as COPE and ADF voluntary contributions using the Union's self-service portal.

### **FOR THE EMPLOYER:**

 3/2/2022

Michael W. Goodwin,  
Director, Labor Relations

### **FOR THE UNION:**



Tim Finucan  
Chief Negotiator