

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VendTech-SGI, LLC (VT-SGI)

AND THE

UNITED GOVERNMENT SECURITY OFFICERS  
OF AMERICA International Union

And Its

LOCAL#20

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## **PREAMBLE**

**THIS AGREEMENT IS ENTERED INTO THIS** September 20, 2021 by and between VendTech- SGI, LLC. (VT-SGI) and its successors and/or assigns, hereinafter referred to as the "Company," and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) AND ITS AFFILIATED LOCAL NO. 20, hereinafter referred to as the "Union." This Agreement becomes effective on 10/1/2021 and shall continue in full force until midnight on 9/30/2026.

## **ARTICLE 1: Recognition**

### **Section 1.1**

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act for all Protective Security Officers (PSO) employed by the Company who work at various facilities in these units:

St. Louis, Missouri metropolitan area posts and assignments secured by the Company within the St. Louis area, including St. Louis, St. Charles, Jefferson, Franklin, Washington, St. Francis Counties, including any new posts and assignments, including any FEMA sites in these areas.

### **Section 1.2**

Office clerical and professional employees, managers, temporarily assigned employees, substitute employees, assistant supervisors and supervisors as defined in the Act are excluded from the above-referenced unit, as well as training specialists and all other employees.

## **ARTICLE 2: Management Rights**

### **Section 2.1**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter combine, transfer, assign, or cease work, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, and equipment; to determine the number, location and operation of departments, and divisions of the Company, to reasonably and with advance notice issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

### **Section 2.2**

When the Company intends to amend or revise policies, rules, regulations, and practices, the Company will notify the Union in writing 10 days prior to the change of its intent to do so. Upon request, the parties agree to meet within 5 business days of the notice to the Union for the purpose of discussing and negotiating the effect of any amended or revised policy, rules, regulations, or practices.

### **Section 2.3**

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 3: Union Security Clause**

### **Section 3.1**

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

- A. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30<sup>th</sup> day following the effective date of this Agreement either:
- 1) Become a member of the Union and remain a member.
  - 2) As an employee who has declared their "Beck Rights," pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise.
  - 3) Employees who are members of and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amount equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the employee's individual behalf. Further, any employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- B. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, the Union shall provide the appropriate documentation to the Company requesting that an employee be discharged. The effective date will be no sooner than six (6) weeks after the date of notice (Note: This six (6) week requirement may be extended when prospective replacement employees do not meet the minimum licensing and suitability requirements during the hiring process). The notice shall also contain reason for the discharge. The Company will inform the employee of his/her impending discharge effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge the employee.

## **ARTICLE 4: Check Off**

### **Section 4.1**

Upon receipt by the Company of a check-off authorization in the form set forth in Article 4 of this Agreement, dated and executed by an employee, the Company shall deduct, from the wages owed such employee the first pay date of the month following receipt of such check-off authorization, until such check-off authorization is revoked by the employee in accordance with the terms thereof, one-half the Union's membership dues for the month in which such deduction is made. The Company will forward the monies so deducted to the Treasurer of the Union not later than the fifteenth day of the successive calendar month for which the deduction is made. The Company shall deduct from an employee's wages only that amount of money which the Treasurer of the Union has certified to the Company, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in the Union. If, for any payroll period in which the Company is obligated to make deductions pursuant to this Article 4, the wages owed an employee (after deduction, mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct pursuant to this Article 4, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deduction, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

### **Section 4.2**

The Company shall not deduct any monies from an employee's wages pursuant to Article 4.1 of this Agreement, unless the check off authorization executed by the employee conforms exactly to the following form:

## **Dues Check off Authorization**

**(A) Authority to Deduct.** I hereby authorize VT-SGI to deduct from wages owed to me for each bi-weekly payroll period, and to forward to the International Union, United Government Security Officers of America (UGSOA)

**(B) .** The monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in the Union, United Government Security Officers of America (UGSOA).

**(C) Revocability of Authorization.** This check-off Authorization shall be irrevocable for a period of one year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this check-off Authorization executed by me is delivered to VT-SGI:

**(1)** During the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating VT-SGI to honor this Check off Authorization, or

**(2)** During any period when there is no collective bargaining agreement in effect obligating VT-SGI to honor this Check-off Authorization.

This Check-off Authorization was voluntarily executed by me.

On \_\_\_\_\_ (date)

Signature of Employee

**(D)**The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including reasonable attorneys' fees incurred by the Company) that arise out of or by reason of actions taken by the Company pursuant to Article 3 and Article 4.



## **ARTICLE 5: Union Representation**

### **Section 5.1**

The Company will recognize, meet, confer, and discuss with the Shop Stewards and other Union Representatives in all matters relating to grievances and interpretations as provided for under this Agreement. Any time spent by a Shop Steward or other Union Representative in matters related to Union business will be time off without pay. The Company and Union Representatives will conduct themselves professionally and treat each other respectfully and equally during all meetings and interviews. The Union will provide the Company with a list that is updated when changes are made of Shop Stewards.

### **Section 5.2**

The Union Representative will be given access to the Security Officer and post locations for all Union-related matters provided such Representative acquires the proper security clearance for access and the Government Customer does not prohibit contact by individuals who are not assigned to work the post. This access shall not impede the duty employee's ability to perform job functions or adherence to post orders, and the Union Representative will conduct all business as expeditiously as possible.

### **Section 5.3**

The Company agrees to allow the Shop Steward/Union Representative and Committee Members time off without pay for union business. This provision will comply with all government regulations and operating procedures. The Shop Steward/Union Representative agrees to make every effort to provide seventy-two (72) hours advance notice to the Company, with a minimum forty-eight (48) hours advance notice, of the need to engage in union activities as described herein in order that his or her post location is adequately manned. Further, the Shop Steward/Union Representative will not leave his or her post location until a replacement Officer has properly relieved him or her. The Company may, at its own option, elect to temporarily relieve Shop Stewards/Union Representative for processing grievances without a loss in pay.

### **Section 5.4**

The Company agrees that any employee, at the employee's request, may have a Union Steward/Representative present any time said employee is being investigated. The employee and Union Steward, if one is requested, will be notified a minimum of twenty-four (24) hours ahead of time about this action and to its time and place.

### **Section 5.5**

The Company agrees to allow the Union to establish its own "Union Pass On Book" at the Company job sites covered by this Agreement. The "Union Pass-On Book" will be furnished and maintained by the Union.

### **Section 5.6**

The Company will notify the Union a minimum of one (1) week in advance, when possible, prior to an initial training class actually commencing, so that the Union may arrange to meet with the class. The Company agrees to allow the Union to meet with the class where the class is being conducted for two (2) hours for Union orientation. The Company will not pay for this time. During orientation, the Union will have the option of taking the class out to lunch. This will be paid for by the Union. The objective of this is for the Union to educate the class about organized

labor. The Union will explain the union contract in detail. The Union will present a positive image of the Company while at the same time presenting a positive image of the Union. The Union will provide the Company an advanced copy of materials to be presented to the employees.

**Section 5.7**

Employees are prohibited from engaging in solicitation during their working time or during the working time of the employee or employees at whom such activity is directed. This includes, but is not limited to, a prohibition on conducting Union business during an employee's work time. Employees are prohibited from distributing or circulating written or printed material in work areas at any time, or during their working time to the employee or employees at whom such activity is directed.

## **ARTICLE 6: Seniority**

### **Temporary Assignments, Vacancies, Transfers, and Layoff & Recall**

#### **Section 6.1**

Seniority shall be construed to mean the length of continuous service accrued by an employee while employed in classifications covered by this Agreement including all service time with all previous employers as dictated by the Service Contract Act. Any bargaining unit employee who is promoted to a management position for more than one (1) year shall lose their seniority. If they return to the bargaining unit later, their seniority will start on that date.

#### **Section 6.2**

All new employees shall, for the first ninety (90) calendar days of their employment, be considered probationary employees. If retained after ninety (90) calendar days, these employees shall be placed on the Seniority List with seniority as of the date of hire into a classification covered by this Agreement. All such probationary employees may be dismissed during the ninety (90) day period and shall not have recourse to the grievance or arbitration procedures contained in this Agreement or be eligible for benefits except to the extent specifically required by law. However, the Company will consider an appeal by the Union on behalf of any such employee who is not subject to the grievance or arbitration procedures.

#### **Section 6.3**

All vacancies and new post locations shall be placed up for bid at the beginning of each new five-week schedule rotation, for a period of seven (7) calendar days and will be communicated via email to the Union and the officers. The bid will identify the days, hours, and county where the vacant or new post is located. The bid will also identify the minimum qualifications necessary in order to be eligible to bid on the vacant or new post.

The Union may post basic information regarding the vacant and new posts on its website; however, the information posted on the website must be limited to the required days of the week and duty start and end times. The Union may not post bid location, job site, or any other information regarding the bid on its website.

If the minimum qualifications have been met, the bid will be awarded to the bidder with the most seniority and implemented with the next regular schedule. It is understood that unqualified bidders who have not been trained yet by the Company, and as such are unqualified to fill the new post or vacancy, will be given a reasonable amount of time to attend the required contract training and subsequently assume the vacancy. Should two (2) bidders meet all the qualifications and have the same seniority date, the bid will be awarded using the last four (4) digits of the officer's social security number and the officer with the lowest number will be awarded the bid. Should the filling of a vacancy or new post location under this Article create a second vacancy, that vacancy shall be filled under this article, as well.

#### **Section 6.4 Additional Hours and Temporary Assignments**

- (A) Additional hours shall be filled using a voluntary list (constantly) revolving. Temporary assignments shorter than thirty (30) days shall be filled using this voluntary list. Employees will be allowed to sign up for this list quarterly and a copy of the list will be provided to the Union. The Company will then use this list as a rolling list, starting with the most senior on a 32-hour bid and continuing down the eligibility list until all assignments have been exhausted. When the next assignments occur, the Company will pick up where they left off on the additional hours list and fill the post until all assignments have been exhausted. If there are no volunteers, the Company will use reverse seniority making it mandatory for the least senior employee to take the additional hours or temporary assignment. If any PSO that is on the Additional Hours list refuses 3 assignments in a quarterly period, they will be removed from the Additional Hours list for the remainder of that quarter.
- (B) Temporary assignments that exceed thirty (30) days or are anticipated to exceed thirty (30) days will be put up for bid. This selection will be done in compliance with Section 6.4(A). The temporary bid will be awarded using the part-time officers in the part-time pool only. If more than one (1) volunteer submits for the temporary assignment, the selection will be made by seniority. Each selection will be made for a duration of the assignment. Any employee who fills a temporary assignment will maintain rights to their permanent bid when the temporary assignment ceases operation, or upon the completion of the duration of the assignment. The Company may fill the vacancy created by the temporary assignment of this volunteer through the Company's normal scheduled process. Employees who volunteer for a temporary assignment understand that they have vacated their permanent bid for the duration of the assignment. Any part-time officer who fills a temporary bid will maintain rights to bid on a Permanent Bid.
- (C) FEMA sites will be manned pursuant to a separate list for officers who wish to work FEMA sites. The Union will receive a copy of this list each month during an active assignment. The officers will be selected in pursuant to a perpetual rolling list process, not to exceed ten (10) weeks in duration.

The new FEMA list will be created by a posting upon ratification for one month to all work locations of the intent to create this new list by Seniority, there after employees wishing to be added to this will be added to the end of the current list for future assignments.

- (D) While performing work for the Company at any FEMA sites, it is agreed that the employees will be paid mileage at the IRS rate, per diem, and accommodations in accordance with the negotiated travel policy.
- (E) The Company agrees to reimburse the employees for approved expenses that were incurred while on FEMA on a biweekly basis.

### **Section 6.5**

A successful bidder of a Permanent Bid will not be eligible to submit another bid on another Permanent Bid for a period of twelve (12) months from the date the successful bid was awarded. Prior to the publication of a bid letter, if circumstances should arise and the employee feels the necessity to bid out of his or her post during the ineligible period to bid, the employee will submit in writing to the Company and Union a justification for the need to bid out of his or her post. The employee may be allowed, by mutual agreement between the Company and Union, to submit a bid on a new or vacant post. The Company shall allow employees to switch bid days with other employees if both parties are agreeable, they are both qualified to work each post, and the scheduling manager approves such change. The Company may allow employees to give a bid day to another if both parties are agreeable, they are both qualified to work each post, it does not cause overtime, and the scheduling manager approves such change. No such change will be unreasonably denied.

### **Section 6.6**

In the event a vacant or new post location is posted two (2) times and cannot be filled by utilizing the bidding system set forth in Section 6.3, the Company will fill the post based on operational needs.

### **Section 6.7**

(A) The Company and the Union agree that no employee will be involuntarily transferred or reassigned, except for a temporary assignment as provided for in Section 6.4, from the post location the employee is assigned to on the date of execution of this Agreement. This provision shall not apply in the event an employee is involuntarily transferred due to a customer request, with documentation, or for just cause disciplinary reasons.

(B) Officers who work assignments that require eight (8) hours stationed/posted in the outdoor environment will rotate, to the extent reasonably possible, with other officers at the same location. It is the intent of the Company and the Union by this subsection to give outside posted Security Officers a reprieve from inclement weather.

### **Section 6.8**

Any layoff of employees because of reduction in force shall be made by laying off the employee or employees using inverse seniority. The Company, with the assistance of the Union, will work together in order to avoid layoffs. In the event that there is a layoff, the Company will refer the laid off employees to the Missouri Job Service or offer employees other positions within the Company if they are qualified and there are positions available within the locale of where the employee had been assigned. During a layoff of more than three (3) employees, or any Reduction in Force (RIF), the Company will not contest the laid off employees' applications for unemployment benefits.

### **Section 6.9**

Recall of employees laid off will be in order of their seniority with the employee with the most seniority being recalled first.

**Section 6.10**

The Company shall prepare and maintain, subject to examination and correction with substantiating proof by Union Representatives, a Seniority List by classification to record the status of each employee in the Company covered by this Agreement. The Union shall be provided with a copy of the Seniority List and shall be notified of all changes once a month. Each employee shall have the right to protest any errors in his or her seniority status.

**Section 6.11**

Seniority rights of laid-off employee will continue to accumulate for a period of eighteen (18) Months.

**Section 6.12**

Seniority rights of employees on leave of absence because of illness (not related to Workers' Compensation) shall accumulate for a period of eighteen (18) months.

**Section 6.13**

Employees shall lose seniority for any of the following reasons only:

- (A) Discharge for just cause;
- (B) Voluntary resignation, quit, or promoted to a management position in pursuant to Section 6.1;
- (C) Laid off for more than eighteen (18) months at any one time;
- (D) On a leave of absence because of illness for more than eighteen (18) months;
- (E) On a leave of absence due to Workers' Compensation for more than eighteen (18) months;
- (F) Failure to return to work as required in Section 6.9 above;
- (G) It is understood that the loss of seniority means termination. This sub-section shall not apply in the event of a mitigated arbitrator's award.

**Section 6.14**

If the employee should lose part of their post bid due to unforeseen circumstances, such as building closures or post closures, and they retain at least twenty-four (24) hours or more of their bid, they will be allowed to keep that portion of their bid until the Company can give them enough hours to bring them up to the thirty-two (32) hours. If an employee retains thirty-two (32) or more hours that will become their new post bid.

**Section 6.15**

If it becomes necessary to realign post bids and vacancies due to building or post closures, the Company will make every effort during realignment to minimize the effects on the

bargaining unit. However, exact ratios will also be subject to the realignment process. The Company will give as much notice as possible to the Union should realignment become necessary .

## **ARTICLE 7: Over Time Rates**

### **Section 7.1**

Any work done in excess of forty (40) hours per workweek shall be considered overtime and paid at one-and-a-half (1-1/2) times the hourly rate. The workweek as identified herein will be established by the Company consistent with the requirements of the Fair Labor Standards Act (FLSA).

### **Section 7.2**

If required to work overtime, the selection of Security Officers shall be made in accordance with operational needs to mitigate overtime. Where overtime consideration is equal, the Company will utilize the Additional Hours list.

## **ARTICLE 8: PaidHolidays**

### **Section 8.1**

All full-time employees covered by this Agreement shall receive eight (8) hours of holiday pay at their regular hourly rate for the following holidays, provided the employee works the week of the holiday (regardless of the day of the week on which the holiday falls):

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

### **Section 8.2**

To be eligible for the above holiday pay, the employee must have been in the employment of the Company prior to the date of the holiday. Employees who are scheduled to work a holiday shall be paid their straight time rate for all hours worked on a holiday in addition to holiday pay. Holiday leave will not count as hours worked for purposes of calculating overtime. Employees must work the day before and the day after the holiday, if regularly scheduled to do so, to be eligible for holiday pay.

### **Section 8.3**

Should one of the above holidays fall within any employee's vacation week, the day shall not be included in the vacation week, and the employee shall be compensated for the holiday as provided for in Section 8.1 of this Agreement or offered an additional day off.

### **Section 8.4**

An employee who is on approved leave of absence and in a paid status during the week, in which the holiday falls, shall receive their holiday pay.

### **Section 8.5**

Part-time employees shall receive compensation for holiday pay on a prorated basis, based on the total number of hours worked in the week the holiday occurs minus the holiday day (i.e.  $32/32 = 100\%$ ,  $24/32 = 75\%$ , etc.).



## **ARTICLE 9: Grievance Procedure**

### **Section 9.1**

For the purpose of this Agreement, a grievance means a dispute, claim or complaint arising under and during the term of this Agreement. Grievances arising during the term of this Agreement shall be adjusted in accordance with the following procedure:

- (1) Any employee or employees having a dispute, claim, complaint or disciplinary action may discuss either of the aforementioned with Company management and the Union Steward within seven (7) calendar days of issuance of discipline. Should the Parties be unable to resolve the grievance, the following procedure shall be applied.
- (2) The Union Steward or the employee may, within seven (7) calendar days after the conclusion of the informal discussion or meeting or if the informal step is by passed, and within fourteen (14) business days of the issuance of discipline, present the facts in writing to Company management on the prescribed Union Grievance Document. Within seven (7) Business days after the filing, a representative of the Company shall answer the grievance in writing. If the answer does not result in a satisfactory settlement, the following procedure shall be applied.
- (3) Within seven (7) calendar days of the date the response was due or the receipt of a response, the grievance may be advanced by the Union Steward to the Company and the Union's President. The Company and the Union's President shall discuss the grievance in this step, with witnesses that either party may desire to have present. Within seven (7) calendar days thereafter, the Company shall give the Union's President its answer in writing. Should the answer not be accepted or received by the deadline and the matter not disposed of, the Union may, with fourteen (14) calendar days after receipt of this response, request in writing that the matter be submitted to Arbitration. The Arbitration procedure is as follows.
- (4) The Union shall draft a request for the Director of Federal Mediation and Conciliation to submit a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Company, the Company and the Union shall alternately strike names from the list until only one (1) name remains. The Arbitrator whose name remains shall hear the grievance.

### **Section 9.2**

The cost of the Arbitrator and the meeting room shall be borne equally by the Company and the Union. Parties will be responsible for compensation, if any for their witnesses.

### **Section 9.3**

Any award of back compensation shall be offset by all earned income received during the applicable period including disability, unemployment, or other pay received.

**Section 9.4**

Should the arbitrator or administrative law judge order that the Company reinstate a discharged employee, and the discharged employee is otherwise able to satisfy all qualification requirements for the position, the Company shall be obligated to do so. However, if the Company's government client or other government entity prohibits the employee from working on the contract or from entering onto the Government's property, the Company has submitted the requisite proof of such prohibition/denial to the Union and the Company has exhausted all avenues of appeal afforded under its contractual agreement with the Government, the Company shall not be obligated to reinstate the employee. In such circumstances, the Company will not have any obligation for front pay.

**Section 9.5**

The Union or the Company may request that a transcript of the arbitration hearing be taken. If a transcript of the hearing is taken, the party requesting the transcript shall be solely responsible for the cost of the transcript and all costs related to the court reporter. In order to receive a copy of the transcript a party must agree to pay half of the cost of the transcript and half the total cost of the court reporter. If the Arbitrator requests a copy of the transcript, the Union and the Company shall equally share the cost of the transcript and court reporter costs.

**Section 9.6**

The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator's decision will be based solely and exclusively on this Agreement. Decisions of the Arbitrator shall be final and binding on the Union, its members, and the Company.

## **ARTICLE 10: Discharge and Discipline**

### **Section 10.1**

No employee, after the completion of the probationary period shall be discharged, suspended, or otherwise disciplined without just and sufficient cause, and shall be subject to progressive discipline.

### **Section 10.2**

In all cases of discharge, suspension, or other discipline, the Company shall notify in writing the employee involved, the Chief Steward, or the Chief Steward's designated representative of the action and the reason for such action. All investigations and disciplinary actions shall occur within seven (7) calendar days of the occurrence giving rise to the discipline. If an investigation will reasonably take longer than seven (7) calendar days to complete, the Company may request an extension as needed. In the event that the investigation requires information that must be obtained from a third party, the Company will be provided the time necessary to obtain such information. In all cases of employee discipline, the Company shall notify the Chief Steward or designated representative of the action and the reason for such action.

### **Section 10.3**

Should there be any dispute between the Company and the Union concerning the existence of just and sufficient cause for discharge, suspension or discipline, such dispute shall be adjudicated in accordance with the Grievance and Arbitration provisions in this Agreement.

### **Section 10.4**

When an employee is required to provide documentation related to a time off/call off incident, the employee will have forty-eight (48) hours to provide such documentation upon the Company's request. In the event such incident should exceed three (3) days, the employee shall be required to provide such documentation at the time of their return to work.

### **Section 10.5**

The Company agrees that all interview, disciplinary interviews, and counseling, will count as time worked and the employee will be compensated for actual time. The Company agrees that an employee who has to be relieved from his post early for any of above-mentioned meetings will not lose pay, including Health and Welfare, except in cases that result in suspension.

### **Section 10.6**

The Company will never require an employee to sign any documentation related to disciplinary action before meeting face-to-face with a Union Representative, if so requested by the employee. The Company will carry out any discipline in a manner that will be respectful to the employee. Generally, disciplinary issues will be reviewed in private. The

Company will not send emails as a form of disciplinary action. It is agreed the Company will hand deliver ECRs in the required time.

**Section 10.7**

It is agreed that the Shop Steward shall not be coerced, harassed, or discriminated against by the Company because of representing other employees.

**Section 10.8**

If an employee becomes aware that they will be absent from work, they are required to notify the Company as soon as possible, but not less than four (4) hours (barring documentable exigent circumstances) prior to the beginning of his/her shift.

## **ARTICLE 11: Leave of Absence**

### **Section 11.1**

The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized periods of Leave of Absence.

### **Section 11.2**

A leave of absence, which is anything over three (3) days, without pay may be granted by the Company to an employee for reasonable cause to be determined by the Company. Such leave will not exceed 30 days without additional approval by the Company.

### **Section 11.3**

The Company will confirm in writing to the employee upon approval of a leave of absence. The employee may provide such documentation to the Union at his or her discretion.

### **Section 11.4**

Employees who must be off from work because of an illness or an accident may elect to use earned vacation or PTO, pursuant to Article 20, to supplement time lost.

### **Section 11.6**

An employee who becomes a duly elected or appointed Union official shall be granted a leave of absence without pay for the duration required to perform the duties of the position for which he or she was elected or appointed.

## **ARTICLE 12: On the Job Injury**

### **Section 12.1**

In the event an employee should suffer an on-the-job injury, the employee must report the injury to a supervisor by the end of the employee's shift or as soon as reasonably possible, and the Company will comply with all requirements as set forth in the applicable state's workers' compensation laws.

## **ARTICLE 13: Non-Discrimination**

### **Section 13.1**

The terms and provisions of this Agreement shall apply to all employees alike, without discrimination with respect to race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability, familial status and ancestry or other categories required by law.

## **ARTICLE 14: Strike and Lockout**

### **Section 14.1**

In consideration of the Company's commitment as set forth in Article 14.3 of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work that:

- (A) Involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 9 of this Agreement;
- (B) Involves a matter specifically referred to or covered in this Agreement; or
- (C) Involves a matter which has been discussed between the Company and the Union.

### **Section 14.2**

The failure or refusal on the part of any employee to comply with the provisions of Article 14.1 of this Agreement shall be cause for discipline, including discharge. The Union officers, agents, representatives, stewards and committee, by accepting such positions, have assumed the responsibility of making every reasonable effort to prevent violations of Article 14.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

### **Section 14.3**

In consideration of the Union's commitment as set forth in Article 14.1 of this Agreement, the Company shall not lock out employees.

## **ARTICLE 15: Uniforms**

### **Section 15.1**

(A) The Company will supply a minimum of three (3) sets of uniforms for all employees. A uniform shall consist of a long sleeve shirt, a short sleeve shirt, a pair of pants/trousers. Employees will also receive from the Company two (2) ties. The provided uniforms will be wash and wear which the employees will wash. A jacket, duty boots and a cold weather hat will be issued to each employee. A raincoat will be available at all post locations where outside work is required and one will be issued to those individuals identified on outside primary posts. The Company will also issue a bulletproof vest and a blood borne pathogen case for wear while on duty.

(B) The Company will only reissue uniform items due to reasonable and customary wear and tear. The Company agrees to replace all uniforms and equipment when damaged in the line of duty, when it is beyond the control of the employee. The employee will suffer no out of pocket expense for alteration of issued items, if such alterations are preapproved by the Company. All Company issued uniforms items must be returned to the Company upon termination of employment.



## **ARTICLE 16: Weapons, Health, Safety, and Physical Exams**

### **Section 16.1**

- (A)** The Company will provide safe weapons and equipment.
- (B)** When requested, the Company and the Union agree to have a safety meeting quarterly with the objective to identify safety-issues on the contract and bring forth a means to resolve the issues in a timely matter.
- (C)** Firearms Owner Identification (FOID) cards will be subject to inspection. The costs of the FOID cards (initial or renewals) will be incurred by the Company. The cost of replacement cards when lost or stolen will be incurred by the employee.

### **Section 16.2**

- (A)** The Company shall pay for all physical/medical examinations that are contractually required by the DHS contract or Worker's Compensation, including but not limited to laboratory tests to detect the presence of alcohol or illicit drugs. The Company shall not pay for any follow-up tests or examinations related to such examinations if required due to the employee's newly discovered or pre-existing physical or medical condition. The payment of such follow-up tests or examinations will be the responsibility of the individual or his or her medical insurance plan.
- (B)** Physical/medical exams may be required by the Company in order for the employee to return to work after a medical absence, not associated with the job, which will be paid for by the employee. Should the Company have concerns regarding an employee's fitness for duty, the Company may designate the physician or clinic, at its discretion and at no cost to the employee. The Company will pay for the time required for the employee to take required physical exams and medical follow-ups. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the employee must call the Site Supervisor or designee to inform them of the delay and request approval for the additional time.
- (C)** Employees who fail to perform or to satisfactorily complete the Medical Examination Questionnaire (MEQ) as outlined in the contractual requirement may be permitted to retake the failed exam within 45 days of his or her initial failure. If the failure is due to medical reasons that may be remedied, an extension may be granted on a case-by-case basis to accommodate the timeframe requested, if supporting documentation is provided. An individual who fails to perform or to satisfactorily complete the MEQ as required will be removed from the schedule until such time as the applicable section is satisfied and the MEQ is passed in its entirety. There will only be three opportunities to retake the exam and failure of another section will result in a failure of the MEQ in its entirety. Any cost incurred due to any retest will be the responsibility of the employee and the Company will not pay the employee for time spent obtaining medical clearance to participate in the MEQ.

or for any retesting concerning the MEQ. Any employee that does not successfully pass the MEQ within 45 days and in a maximum of three attempts will be discharged as a result of the employee's subsequent failure to meet job requirements.

- (D) All employees will be paid for time spent, but not less than one (1) hour of pay for each of the following: urinalysis testing and scheduling for annual license renewal at St Louis City, St. Louis County and St. Charles County Private Security Section, for the first testing. If an officer is required to duplicate the process by no fault of the officer, then the officer will be compensated for repeat testing, and/or scheduling in the same manner as above.

### **Section 16.3**

The Company will cover the costs of each employee's initial FPS range qualification session (2 qualification attempts occur in each session) and, if required, eight (8) hours of remedial training. If the employee fails the second range qualification session (attempts 3 and 4), the employee will be removed from his or her post for failure to meet the minimum qualifications of his or her position. St. Louis PSOs have free access to practice for their range qualification sessions at the Company's range located at the Company's office in Imperial, Missouri.

### **Section 16.4**

During a tornado warning near the location of an employee, the employee will rely on his or her judgment, taking into consideration all protocols covered by the Occupant Emergency Plan, Post Orders, Security Guard Information Manual, Special Orders and direct orders from supervision.

## **ARTICLE 17: Training and Pay**

### **Section 17.1**

The Company shall pay all employees at their regular hourly rate when the employee reports for annual training such as first aid and CPR, firing range for semiannual weapons firing, or any other training conducted after an employee's initial training. If training/qualification time should cause the employee to exceed forty (40) hours in a workweek, then all hours over forty (40) per week shall be one-and-one-half (1-1/2) times the regular rate. It is the intent of the Company and the Union that no employee will lose any wages for mandatory training. The Company will provide the opportunity for scheduled employees to receive their full complement of hours, upon request if hours are available. All training wages to include health and welfare, as prescribed in Section 18.2, up to 40 hours per workweek.

### **Section 17.2**

Employees will be allowed to see their target while it is being scored.

### **Section 17.3**

All employees are authorized and encouraged by the Company to safely practice shooting with their issued weapon, on the day of and prior to the required qualification. The Company will hold at least two open ranges monthly provided at least 3 PSOs attend.

## **ARTICLE 18: Health & Welfare Benefits**

### **Section 18.1**

The following Health and Welfare rate shall apply to all hours paid up to a maximum of 40 hour per week to a maximum of 2,080 for each represented employee:

October 1, 2021	\$4.97
October 1, 2022	\$5.09
October 1, 2023	\$5.22
October 1, 2024	\$5.35
October 1, 2025	\$5.48

If requested by the Union, the Company agrees to meet with the Union in March 2023 for the sole purpose of negotiating Health & Welfare Benefit increases if necessary to align with the BLS Consumer Price Index for All Urban Consumers.

### **Section 18.2**

The Health and Welfare benefit shall be paid in accordance with the Memorandum of Understanding entered between the parties dated June 5, 2015.

In the event that the IRS or any other government agency amends, modifies or terminates the favorable treatment of cash-in-lieu of benefits payments made under the Service Contract Act as set forth in IRS Notice 2015-87 Q-10 for purposes of the Affordable Care Act's employer shared responsibility provisions, either party may demand bargaining limited to the subject of cash-in-lieu payments.

Notwithstanding any other term of this Agreement, no Medicare-eligible employee will be eligible for cash-in-lieu of benefits payments without proof of health insurance coverage that is considered properly primary to Medicare, in order to comply with the requirements under the December 2014 guidance issued by the Centers for Medicare & Medicaid Services.

### **Section 18.3**

Health and Welfare benefits shall not be paid on any hours associated with overtime, vacation cash out, bereavement leave, or PTO cash out.

## **ARTICLE 19: Bereavement Leave**

### **Section 19.1**

In case of necessary absence of an employee to attend or make arrangements for a funeral of a member of his or her immediate family (spouse, son, daughter, brother, sister, mother, father, grandfather, grandmother, parental/legal guardianship, father-in-law, mother-in-law) such employee will be granted paid time off not to exceed four (4) scheduled workdays. If needed, the employee may take up to three (3) additional workdays off without pay for the purpose of time off, outside of operational needs. If an employee requests time off for the death of a family member (~~father-in-law, mother-in-law,~~ brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, or step-relatives) not identified above, the Company agrees to allow up to six (6) days off without pay per occurrence. The Company may request evidence of qualification under this provision in the form of an obituary. Operational needs are defined for this Section as national emergencies or other unforeseen circumstances causing critical staffing needs.

## **ARTICLE 20: Vacation & Other Leave**

### **Section 20.1**

All employees covered by this Agreement who have been in the service of the Company one (1) year or more may take a vacation any time after their anniversary date of hire. Vacation time available will be scheduled annually and selection of vacation time shall be on the basis of seniority. During the month of December of the year preceding the vacation year, the Company shall make available to the employees and the Union a vacation schedule that identifies vacation periods available. Officers shall then, in order of seniority, be allowed to select available vacation in weekly increments, with each officer selecting one (1) week at a time. After all officers have had the opportunity to select a weekly vacation period, any officer who has more than (1) week of vacation entitlement will go through the selection process again in seniority order. If an officer with vacation entitlement elects to forego his vacation selection opportunity for some, or all, of his vacation, he may elect to take such vacation time later in the year but only after approval from the Company. Any vacation time still available after the December selection period will be distributed on a first come, first serve basis as operational needs dictate. In the event circumstances beyond the Company's control create the need to modify the vacation schedule, such modification shall be made by the Company with advance notice to the Union subject to Section 20.2 below. The Company will allow seven (7) officers to be off at one time per day when scheduling vacations.

During the term of this Agreement, the Company will provide the following vacation benefits:

- (A) All employees upon completion of one (1) year service on the contract shall receive two (2) weeks of vacation each year, up to a maximum of 80 hours.
- (B) All employees upon completion of five (5) years of service on the contract shall receive three (3) weeks of vacation each year, up to a maximum of 120 hours.
- (C) All employees upon completion of fifteen (15) years of service on the contract shall receive three (3) weeks of vacation each year, up to a maximum of 160 hours.
- (D) Vacation will not be prorated for employees who are regularly scheduled to work 32 hours or more per week. Employees who are regularly scheduled to work less than 32 hours per week will receive prorated vacation leave based on hours paid (up to 40 hours per week or 2,080 hours per year). For the purposes of calculating the proration of vacation, any paid approved time off shall be counted as hours of work.
- (E) In the event an employee takes an extended leave of absence exceeding sixty(60) days, they will have their vacation prorated accordingly except in the event of military

deployment or service. Applicable federal or state statutes supersede this section.

(F) Vacation shall be used and paid out during the twelve-month period immediately following the year in which it was earned, i.e., in the twelve-month period subsequent to the employee's anniversary date and prior to his or her next anniversary date, at the time the employee uses the vacation. Any vacation not taken during this time period shall be cashed out at the end of this time period. The payout of vacation will be treated as a single payment and not as a recurring payment for purposes of determining the applicable withholding rate.

(G) Vacation may be used in eight (8) hour increments and will not exceed twelve (12) hours. Health and Welfare contributions will be made for each hour of vacation taken up to 40 hours per week.

### **Section 20.2**

Due to the changing work environment and availability of personnel (i.e., State or Federal emergencies and changes in level of staffing directed by the customer), vacations may be cancelled and deferred to a later date but no more than three (3) months. The three (3) month requirement of this section may be extended if the Company experiences justified operational requirements with proof of documentation to the Union (e.g., a National Emergency in which the customer substantially increases the productive hours of the contract). Deferral of vacations will be done in inverse order of seniority. If an employee's vacation request is denied, the Company will notify the Union Secretary and Vice President of the reason for the denial of vacation.

### **Section 20.3**

If an employee cancels his or her vacation after the schedule has been published and distributed, he or she will work the hours that are assigned by the Company for the period covered by the vacation request.

If the Company requires an employee to cancel a vacation after it is approved, the Company will pay the employee the *mitigated expenses* that the employee has actually incurred. Mitigated expenses are those that have actually been paid to a third party (e.g., prepaid vacation expenses, such as airline tickets, cruise tickets, etc.) by the employee prior to the Company canceling the employee's vacation *and* for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required.

**Section 20.4**

Employees will be provided paid Personal Time Off (PTO) pursuant to the following allocations and guidelines.

- A. Beginning October 1, 2018, each employee shall begin to earn credit for PTO to be vested at the beginning of each subsequent 12-month Government contract year up to the maximum amounts set forth below. PTO will not be prorated for employees who are regularly scheduled to work 32 hours or more per week. Employees who are regularly scheduled to work less than 32 hours per week will receive prorated PTO based on hours paid (up to 40 hours per week or 2,080 hours per year), excluding cash out of PTO or other paid leave. Employees who begin employment after the inception of the current contract year will earn a prorated amount of PTO, which will be vested at the beginning of the next 12-month Government contract year.

<b>Current</b>	<b>10/1/2021</b>	<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/24</b>	<b>10/1/2025</b>
	<b>64 Hours</b>	<b>64 Hours</b>	<b>64 Hours</b>	<b>64 Hours</b>	<b>64 hours</b>

- B. Personal leave may be taken in not less than eight (8) to twelve (12) hour increments or the length of the scheduled shift and shall be paid when taken by the Employee as approved in advance by management.
- C. Unused personal days shall not be cumulative from year to year. Any unused, vested personal leave will be paid to the employee at the end of the contract year.
- D. Upon termination of employment, employees will be paid at their individual hourly rate for any unused, vested personal leave.
- E. Any employee who is unable to report to work because of sickness must notify the Company at least four (4) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required.

**ARTICLE 21: Call in and Report Pay**

**Section 21.1**

Any employee who has left a duty location and is called back to work after termination of his or her regular shift or is called in to work a shift outside of the posted schedule shall receive a minimum of four (4) hours pay at the regular hourly rate. Only time actually worked will be used for the calculation of overtime pay as provided for in Article 7 of this Agreement. It is agreed that no officer will receive call-in pay when moving directly from one duty location to another duty location as part of a regular assignment without any break in service. Employees who leave one duty location to go to work at another duty location in the same day will be considered "on the clock" for the amount of time it takes to travel to the other duty location and will be paid accordingly. The foregoing shall not apply



to Temporary Additional Services ("TAS").

**Section 21.2**

Any employee who is scheduled to work, arrives and due to a scheduling error has no work available will receive four (4) hours pay at the regular hourly rate. Management may send this employee home or assign duties consistent with this Agreement.

**Section 21.3**

Any employee who receives notice from management, with less than three hours and 45 minutes remaining until the end of the employee's regularly scheduled shift, that he or she will be required to hold over beyond the end of the shift, will be paid 1.5 times the regular hourly rate for hours actually worked after the end of the employee's regularly scheduled shift.

**ARTICLE 22: Jury Pay /Court Pay**

**Section 22.1**

Should an employee be required to serve on a federal, state or county jury, the Company will grant the employee time off without pay for the duration of the employee's jury duty obligation.

Effective June 1, 2017, the Company will comply with all State and Federal regulations regarding employees' service for jury duty. The employee will be compensated for up to four (4) days paid, minus any pay collected for serving, at the employee's regular rate of pay.

**Section 22.2**

Should an employee be required to attend court in connection to his or her job, he or she will be compensated for his time spent at his regular rate of pay.

## ARTICLE 23: Wage Rates and Classification

### Section 23.1

The Company agrees to pay all the bargaining unit employees by the direct deposit system. The Company agrees to use this method of payment for the duration of this contract. When an employee notifies the Company that he or she has been shorted on his or her paycheck, the Company agrees to correct the problem by issuing a check for the difference in pay within forty-eight (48) hours if the amount is over \$100.00, or in the employee's next paycheck if the amount is less than \$100.00. Hard checks will be mailed via the US Postal Service.

Listed below are the hourly wage rates for Local 20.

Oct. 1, 2021 - Sept. 30, 2022	\$29.68
Oct. 1, 2022 - Sept. 30, 2023	\$31.49
Oct. 1, 2023 - Sept. 30, 2024	\$32.43
Oct. 1, 2024 - Sept. 30, 2025	\$33.40
Oct. 1, 2025 – Sept. 30, 2026	\$34.40

**Section 23.2** If requested by the Union, the Company agrees to meet with the Union in March 2023 for the sole purpose of negotiating wage increases if necessary to align with the BLS Consumer Price Index for All Urban Consumers.

## **ARTICLE 24: Schedules**

### **Section 24.1**

The Company agrees to make its best efforts to schedule all employees for shift work of no less than four (4) hour increments unless restricted by direction of the Government, excluding TAS hours.

### **Section 24.2**

The Company agrees to provide the Union a training calendar by the 10<sup>th</sup> of the month for the following month.

### **Section 24.3**

The Company agrees to consider requests for shift swaps between officers provided the officers are properly trained and cleared to work said post and make such requests to the area manager. All shift swaps must be approved by management.

## **ARTICLE 25: Separability of Contract/Contract Reopening**

### **Section 25.1**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### **Section 25.2**

By mutual agreement, the Union and the Company may open portions of this Agreement for the purposes of renegotiation. Items will only be reopened one at a time .

## **ARTICLE 26: Relief of Duty**

### **Section 26.1**

The Company will relieve any officer from duty who becomes too ill to perform their job as soon as possible after the officer attempts to notify his or her supervisor, and the officer notifies the Mega Center. If relief is required, the employee may be required to provide a medical release prior to returning to duty. The officer may not leave his or her post until properly relieved unless there is a medical emergency, and the officer has notified his or her supervisor.

## **ARTICLE 27: Rest Periods**

### **Section 27.1**

Employees working eight-hour shifts will be entitled to at least one paid break, up to 15 minutes, during each shift. Employees working twelve-hour shifts will be entitled to at least two paid breaks, up to 15 minutes each, during each shift. Breaks should be provided as close to the midpoint of each four (4) hours of scheduled duty as possible. It is understood that the timing of these breaks may vary based on operational issues at any given time. The foregoing does not apply to remote posts that are identified as self-relieving.

### **Section 27.2**

When an employee requests a break before or between any scheduled break for the purpose of using the restroom or for sickness, the employee will be relieved from their post as soon as possible. In the event that the employee has an emergency and cannot wait for relief to arrive, they will notify the Manager on duty for authorization and leave a message prior to leaving post, contact the Mega Center, and secure their post if necessary.

## **ARTICLE 28: Employee Personnel File**

### **Section 28.1**

The Company agrees that any employee who wishes to review their personnel file may do so after setting up an appointment with management. The employee will be allowed to review their personnel file with a member of management present. Upon the employee's request, a union representative may be present when the employee reviews his or her file. The employee has the right to dispute any documents, including notes to the file, which he or she believes should not be in the file.

### **Section 28.2**

Any disciplinary action that has been taken against an employee shall not be used in any way against an employee after twelve (12) months.

## **ARTICLE 29: Post Orders, Special Orders, Pass On Changes**

### **Section 29.1**

The Company agrees that, for any changes, corrections, or updates that are initiated by FPS, DHS, the Client, or any other agency that affects the post orders special orders, or pass-on information at any location on the contract after the initial verbal directive that it receives or learns of it will notify the affected posts as soon as possible after it learns of the change. All officers have an affirmative obligation to review the post orders at the beginning of each shift and notify their relief of any changes or revisions.

## **ARTICLE 30: Successor Clause**

### **Section 30.1**

This provision of this Agreement shall be binding upon the Company and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

## **ARTICLE 31: Inclement Weather Clause**

### **Section 31.1**

The Company agrees that when extreme weather occurs, the Company will take reasonable means necessary to protect the employees working at exterior posts (defined as outside guard station posts) during any dangerous and unsafe situations that arise due to inclement weather.

### **Section 31.2**

All employees working at exterior posts (defined as outside guard station posts) will be provided by the Company without cost to the employee: a winter coat, winter hat, rain coat and *gloves*. The officer will be allowed to improvise with other articles of clothing, at the officer's own expense, provided they comply with VT-SGI uniform requirements and standards and are approved by management. The wearing of these garments must not detract from the overall appearance of the officer's uniform.

### **Section 31.3**

The Company will ensure that these officers will not be required to stay outside in extreme *adverse* weather conditions when health issues become clear and present and prevent the officer from fulfilling his or her duties in accordance with the Statement of Work and the Security Guard Information Manual.

## **ARTICLE 32: Classification**

### **Section 32.1**

Full-time employees are those employees who are regularly scheduled to work at least thirty-two (32) hours per week. Part-time employees are those employees who are regularly scheduled to work less than thirty-two (32) hours per week.

### **Section 32.2**

Part-time employees must be available to fill unexpected posts by providing the Company with a telephone number where they can be reached. Failure to respond to calls or report to work requests on three (3) consecutive occasions during a ninety-day (90) period will be grounds for disciplinary action up to and including termination of employment.

### **Section 32.3**

All employees covered under the seniority list prior to June 1, 2012, shall maintain their full-time status & seniority.

## **ARTICLE 33: General Provisions**

### **Section 33.2**

Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use personal cell phones or other personal handheld communications devices while on duty.

### **Section 33.3**

Employees are required to obtain and renew all licenses and permits necessary to perform their required duties. All costs associated with the process of obtaining and renewing firearms licenses and permits will be paid entirely by the employer and not result in any outlay or expenditure of monies by the employee. When employees receive licenses and permits, the employee will notify the supervisor and provide a copy of the license or permit.

### **Section 33.4**

The Company may require employees to undergo random drug screening. Upon notification by the Company, the employee must submit for testing within twenty-four (24) hours provided that the employee is not on vacation or leave of absence at the time of the notification. Failure to comply with the random drug screening will be grounds for termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of the first screening and will pay the employee for the time necessary to take the test. If an employee appears for the initial drug test as scheduled and is turned away at no fault of his or her own, the Company will pay the employee for the time expended.

## **ARTICLE 34: Waiver, Entire Agreement, & Amendments**

### **Section 34.1**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement.

### **Section 34.2**

This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement, including but not limited to any past practices. However, any previously executed letters or memoranda of understanding are still binding to the extent they are not inconsistent with this Agreement.

### **Section 34.3**

This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

## **ARTICLE: 35 Government Supremacy**

### **Section 35.1**

The Union acknowledges that the Company has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Company within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective. The Company will discuss any such changes or directives with the Union prior to their implementation, to the extent the Company is able to do so and will provide written documentation of the Government's actions or directions, unless such disclosure is expressly prohibited.

### **Section 35.2**

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Company and Union will comply with those requirements. If the effect of such a requirement supersedes an otherwise



contractual right of either party hereto, and a request by that party is made to the other, the parties will meet and confer regarding the effects of the change.

## **ARTICLE 36: Duration**

### **Section 36.1**

This Agreement shall be effective August 29, 2021 through September 30, 2026. Unless either party gives sixty (60) day written notice to the other prior to and shall be renewable after this date as needed and it may be amended or modified by either party after the anniversary date.

### **Section 36.2**

Notices required to be presented to the Company under this Article shall be sent to the Company's Director of Human Resources. Notices required to be sent to the Union under this Article will be sent to the Union President.

**In Witness whereof, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement:**

**For: VendTech-SGI, LLC**

Angela L. Bouley 09/20/2021  
Signature Date

BOARD SECRETARY  
Title

**For: UGSOA International Union**

Andrew Sun 9/18/21  
Signature Date

President  
Title

**For: UGSOA Local 20**

St L 9-18-21  
Signature Date

President  
Title