

COLLECTIVE BARGAINING AGREEMENT

By and Between

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA), AND
ITS AMALGAMATED LOCAL 294

and

THE GEORGE WASHINGTON UNIVERSITY

March 11, 2018 – March 10, 2021

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AGREEMENT

THIS AGREEMENT, effective as of March 11, 2018 by and between the International Union, Security, Police and Fire Professionals of America (SPFPA), And Its Amalgamated Local 294 (hereinafter referred to as the “Union”) and The George Washington University (hereinafter referred to as the “Employer”).

WITNESSETH:

WHEREAS, The Union has been recognized by the Employer as the exclusive bargaining agent for certain Employees; and

WHEREAS, it is the purpose of the parties hereto to promote and improve the services provided by the Employer as well as the interests of the Employees, to avoid and prevent interruption and interference with the Employer’s services, to resolve all disputes and differences between the parties promptly and peacefully, and to set forth herein their agreement covering rates of pay, hours of work, and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I
RECOGNITION

Section 1.1 The Employer recognizes the Union as the exclusive bargaining agent for: All regular full-time and regular part-time Security Officers, Senior Security Officers, Special Police Officers I, II, III and IV, Dispatchers and Senior Dispatchers employed in the University Police Department, as defined in Section 1.3(a) and Section 1.3(b) but excluding all other University Employees, confidential Employees, managers and supervisors as defined in the National Labor Relations Act.

Section 1.2 Specifically included by job classification are the following:

- (a) Security Officers;
- (b) Senior Security Officer;
- (c) Special Police Officer I;
- (d) Special Police Officer II;
- (e) Special Police Officer III;
- (f) Special Police Officer IV;
- (g) Dispatcher; and
- (h) Senior Dispatcher

Section 1.3 For purposes of this Agreement, the following terms have the meanings stated below:

(a) “regular full-time Employee(s)” means Employee(s) in a bargaining unit who hold regular full-time positions and who are regularly scheduled to work forty (40) hours per week (excluding unpaid lunch breaks);

(b) “regular part-time Employee(s)” means Employee(s) in the bargaining unit who hold regular part-time positions and who are regularly scheduled to work at least fourteen (14) but less than forty (40) hours per week. Regular part-time Employees receive certain pro-rated benefits in accordance with general Employer policy.

(c) “temporary Employee(s),” excluded from the bargaining unit, means Employees who are identified as temporary Employees on Employer records and are hired for a period of no longer than six (6) months, or whose temporary status is subsequently renewed for periods not to exceed three (3) months, or who are hired to replace one or more Employees who are absent on leave from work, even if for longer than six (6) months.

(d) “Employee(s)” as hereinafter used means regular full-time Employees.

ARTICLE II

PROBATIONARY EMPLOYEES

Section 2.1 All Employees hired after the effective date of this Agreement shall be considered as being on an initial employment probation period during the first three hundred sixty-five (365) days of their employment, except that the initial employment probation period for Security Officers and Senior Security Officers shall be two hundred forty (240) days and the initial employment probation period for Dispatchers and Senior Dispatchers shall be two hundred ten (210) days. During the initial employment probation period, the Employer shall be the sole judge of the fitness and suitability for continued employment for the persons so hired and the grievance and arbitration provisions of this Agreement shall not be available. Upon request, the Employer will inform an Employee who is discharged during this probationary period of the reason(s) for dismissal and offer the Employee an opportunity to discuss the discharge decision with management.

ARTICLE III

CHECK OFF

Section 3.1 Employees in the Bargaining Unit may voluntarily choose to pay dues to the Union through a payroll deduction. The Union, through an authorized representative, shall provide the Employer with all

signed authorizations from Employees in the form attached hereto as Exhibit 1. The Union shall send all signed authorization forms via electronic mail to the Director of Payroll Services with a copy to the Department's HR Director. The Union shall at the same time provide a coversheet itemizing the signed authorizations being presented by the Union after confirming receipt of the documents. The Faculty & Staff Service Center, Human Resources will provide a copy of the signed coversheet to the authorized Union representative and the Human Resources Manager, Safety and Security. Upon receipt of a signed authorization from an Employee in the form attached hereto as Exhibit 1, the Employer agrees to deduct from that Employee's pay during the term of this Agreement the periodic dues uniformly required by the Union as a condition of acquiring or retaining membership therein, and to transmit same to the Union within the first ten (10) working days of the month following the month of collection. The Employer shall be relieved from making deductions if an Employee leaves a bargaining unit position or has earnings less than the amount of the specified deductions during the pay period. The Union shall certify to the Employer the amount of the uniform dues during the pay period and will promptly notify the Employer in writing of any changes in that amount. An Employee may revoke a check off authorization by

providing thirty (30) days' advance written notice to the Employer. All Employee revocations of check off authorization shall be provided to the Employer by placing the revocations in a sealed University interoffice envelope addressed to the Manager, Payroll Services, and hand delivered to the Faculty & Staff Service Center, Human Resources. The Employer will notify the Union of check off revocations. The Union agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from the Employer's actions in accordance with this Article.

Section 3.2 This Agreement shall not be interpreted to require Union membership. However, within thirty (30) days of the execution of this Agreement or within thirty (30) days of commencing employment, employees must, as a condition of continued employment, pay the fees and standard, periodic dues used for activities germane to the Union's status as the unit's exclusive bargaining representative. Employees are required to pay only the portion of fees and dues linked directly to collective bargaining, grievance arbitration and other representational activities. Employees shall not be required to pay any sums for political or other non-representational activities.

Section 3.3 Any change in the applicable rate of dues will be put into effect in the deductions made by the Employer beginning not later than sixty (60) days following receipt by the Employer of written notice of the change from the Union.

Section 3.4 Employer will provide to the Union, on a quarterly basis, notification of hires, transfers, terminations, and changes in pay rates or employment status of Employees. Information regarding new hires will include Employees' home addresses, dates of hire and dates of birth.

Section 3.5 (a) An Employee who fails to tender payments due to the Union under this Article shall be terminated by the Employer, provided the following conditions are adhered to:

(i) The Union shall notify the Employee that he or she is delinquent in not tendering required payments to the Union, in accordance with the Union's internal procedures. The period of delinquency shall not include any period prior to June 14, 2005.

(ii) The Union shall provide a copy of the letter sent to the Employee and the following written notice to the Human Resources Manager, Safety and Security with a copy to the Assistant Vice President, Safety and Security Strategic Operations after the Union has given written notice to the Employee:

The Union certifies that (Name) has failed to tender either the periodic and uniformly required Union dues or fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate the employment of this Employee.

The Union shall at the same time give a copy of such notice to the Employee.

(iii) The Union has acted in a manner consistent with its legal obligations and has not unlawfully discriminated against the Employee it is seeking to have terminated.

(b) Upon receipt of such notice the Human Resources Manager, Safety and Security, or his or her designee, shall communicate the Union's request for termination to the Employee and advise such Employee that he or she must pay all back dues or fees owed the Union, within thirty (30) calendar days of receipt of such notice from the Employer (unless otherwise extended by the Union and the Employer), or his or her employment shall be terminated.

ARTICLE IV

HOURS FOR EMPLOYEES

Section 4.1 The normal work week will be forty (40) hours of work and the normal work day will be eight (8) hours of work. This provision does not limit the Employer's exclusive management right to assign working hours or require overtime work.

Section 4.2 An Employee who works more than forty (40) hours in any one workweek shall be compensated for all hours worked over forty (40) in the workweek at the rate of time and one-half of the Employee's regular hourly rate. There shall be no duplication or pyramiding in the computation of overtime or other premium pay, and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked. Except in cases which cannot reasonably be anticipated, Employees shall receive at least seventy-two (72) hours' notice of overtime assignments. Whenever overtime work is required, the Employer first shall ask for volunteers among the Employees performing the work. If volunteers are available, the overtime work shall be assigned to such volunteers and distributed as equitably as possible giving consideration to those volunteers with the greater seniority. If volunteers are not available, overtime work shall be assigned to Employees at the discretion of the Employer.

Section 4.3 Assignment of Employees to shifts shall be within the Employer's exclusive management right to schedule the work force. In exercising this right to change Employees' shifts, to the extent time permits, the Employer shall first seek qualified volunteers and, if none are available, then any such shift change(s) shall apply to the qualified Employee(s) with the least seniority. Except in emergency

situations, the Employer shall give written notice to any Employee(s) affected by shift change twenty-one (21) days before the date on which the change(s) of shift is to occur. In addition to this written notice, the Employer will attempt to notify the Employee(s) of the shift change(s) orally as promptly as possible after the decision to make the shift change(s) is made.

Section 4.4 Employees are expected to report to work on time and to check out on time at the end of their shift. Employees may be disciplined for excessive tardiness. Excessive tardiness specifically includes, but is not limited to, instances when an Employee is late: (i) two (2) times within any seven (7) day period; (ii) three (3) times within any thirty (30) day period; (iii) five (5) times within any ninety (90) day period; (iv) seven (7) times within any one hundred twenty (120) day period; (v) nine (9) times within any one hundred eighty (180) day period; or (vi) ten (10) times within any three hundred sixty-five (365) day period. Employees who are disciplined for excessive tardiness shall be subject to progressive discipline.

Section 4.5 The Employer may dock an Employee's pay for any time missed due to lateness as follows:

<u>Minutes Late</u>	<u>Pay Docked</u>
1-5 Minutes	No pay docked

6-11 Minutes	1/10 hours pay
12-17 Minutes	2/10 hours pay
18-23 Minutes	3/10 hours pay
24-29 Minutes	4/10 hours pay

Section 4.6 All full-time Employees covered by this Agreement shall be granted: (i) two (2) rest periods not in excess of fifteen (15) minutes each during each day of six (6) hours of work or more; and (ii) one (1) rest period not in excess of fifteen (15) minutes during each day of between three (3) hours and six (6) hours of work. Rest periods may not be accumulated. A non-paid meal period of at least thirty (30) minutes will be provided to all Employees covered by this Agreement. Employees are expected to complete their rest periods and meal periods within the allowed time periods and Employees who fail to do so will be subject to disciplinary action. Provided, however, that Employees may be required to work during such meal periods on an emergency basis, as determined by the Employer, in which case the Employees will be paid for the time worked.

Section 4.7 Newly hired Employees will be paid a total of two (2) hours of pay for their initial drug screens and initial employment physicals. Annual renewal drug screens will be scheduled prior to or after an Employee's regularly scheduled shift and each Employee will be

paid a total of one (1) additional hour of pay for completion of the drug screen. In order to receive such pay, Employees must sign and return a form provided by the Employer confirming completion of the drug screen and/or physical; such form must be submitted before the end of the next shift worked.

Section 4.8 Subject to Employer approval, Employees shall be paid for reasonable time conducting and attending required meetings and hearings in accordance with their position; provided however, that if the required meetings and hearings occur when the Employee is not otherwise on duty, the Employee shall receive at least one (1) hour of pay.

Section 4.9 The University will provide three (3) hours of pay to Employees who renew their licenses in person at the SOMB. This benefit will terminate after the earlier of (a) the expiration of the current term of this Agreement; or (b) the initiation of a substantially streamlined license renewal process (e.g., online renewal).

Section 4.10 If an Employee is fitted for a safety vest while the Employee is otherwise off duty, the Employee will receive one (1) hour of pay.

Section 4.11 Except in unusual circumstances, the Employer will not assign supervisory personnel to regularly scheduled assignments that are normally performed by bargaining unit members, unless the Employer has first made a good faith effort to fill the assignment

with volunteers from the bargaining unit. This section does not restrict the Employer's ability to require bargaining unit members to work extra assignments, consistent with the other terms of this Agreement.

Section 4.12 Unless provided with at least seventy-two (72) hours' notice, an Employee will not be required to work a shift immediately following their scheduled workday or trade day when that shift immediately precedes their scheduled day off, trade day, or previously approved leave. This limitation does not apply to activities initiated during an Employee's regularly scheduled shift which carry over to the following shift (for example, processing reports or any duties resulting from an arrest).

ARTICLE V

WAGE RATES

Section 5.1 Subject to timely ratification and signature of this Agreement, effective with the pay period that begins March 11, 2018, Employees on the payroll as of that date shall receive (i) a pay increase of two and one-half percent (2.5%) to their prior straight-time hourly rate and (ii) a lump sum payment of \$175, less applicable taxes.

Section 5.2 (a) First Reopener for Negotiations of Wages: It is agreed that upon written notice of at least ninety (90) days and not more than one

hundred twenty (120) days prior to March 11, 2019, either party may choose to reopen this Agreement, but solely for the purpose of negotiating base wage rates and shift differentials for the period March 11, 2019 through March 10, 2020. Except as provided below, during such period of reopener negotiations all of the terms and conditions of this Agreement shall remain closed and in full force and effect. Provided, however, that if no agreement is reached during such negotiations by March 11, 2019, then, until such a reopener agreement is reached, the union shall not be prohibited by Article XVIII from engaging in a strike, informational picketing, boycott, publicity, or public relations campaign, so long as such activity is conducted in a lawful manner. Nothing in this Agreement shall be deemed to prevent the Employer from replacing, in accordance with applicable law, any Employee who engages in a strike.

(b) Second Reopener for Negotiations of Wages: It is agreed that upon written notice of at least ninety (90) days and not more than one hundred twenty (120) days prior to March 11, 2020, either party may choose to reopen this Agreement, but solely for the purpose of negotiating base wage rates and shift differentials for the period March 11, 2020 through March 10, 2021. Except as provided below, during such period of reopener negotiations all of

the terms and conditions of this Agreement shall remain closed and in full force and effect. Provided, however, that if no agreement is reached during such negotiations by March 11, 2020, then, until such a reopener agreement is reached, the union shall not be prohibited by Article XVIII from engaging in a strike, informational picketing, boycott, publicity, or public relations campaign, so long as such activity is conducted in a lawful manner. Nothing in this Agreement shall be deemed to prevent the Employer from replacing, in accordance with applicable law, any Employee who engages in a strike.

Section 5.3 Employees who are hired on or after the date of execution of this Agreement or who transfer to a new job classification covered by this Agreement on or after the date of execution of this Agreement will be hired or transferred at a rate not less than the hourly rates of pay set forth in Exhibit 2; provided that in the case of a transfer to a job classification in the same or a higher pay grade, the Employee may retain his/her former hourly rate of pay, if higher.

Section 5.4 An Employee shall receive a shift differential of eighty-five (\$.85) cents per hour over his/her straight-time hourly rate for hours worked between 7:00P.M. and 7:00A.M. the following morning. No shift differential will be paid for any hours for which an Employee is paid at a time-and-a-half or greater rate, unless the

time-and-a-half rate results from an employee being in an overtime pay status.

Section 5.5 If an Employee is required to report to work when the Employer is officially closed due to a snow emergency, the Employee shall receive, at the Employer's option, either double time pay or a day off with pay equivalent to straight-time pay within sixty (60) days after the snow emergency. If the Employee expresses a preference for double time pay or a day off with pay, the Employer will consider the Employee's preference in line with operating requirements and scheduling needs.

ARTICLE VI

HOLIDAYS

Section 6.1 For purposes of this Agreement, the term "holiday(s)" means the following:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Friday After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	**U.S. Presidential Inauguration Day

* Five Winter Holidays

* These days will precede or follow Christmas Day and New Year's Day, and include three (3) days between Christmas Day and New Year's Day.

**Applicable only if the Employer observes this day as a paid holiday for its general workforce.

Prior to July 1 of each year, the Employer will publish the above list of holidays with the dates they will be celebrated during the upcoming fiscal year.

Section 6.2 If a regular full-time Employee is entitled to holiday pay under this Article, holiday pay shall equal the Employee's straight-time pay for a regular eight (8) hour day.

Section 6.3 The Employer has the right, in its sole discretion, to require any Employee to work on any holiday. Absent unusual circumstances, the Employer will provide at least twenty-one (21) days advanced notice of a holiday assignment.

Section 6.4 (a) Employees who work on a holiday shall receive, at the Employer's option, either double time pay or a day off with pay equivalent to holiday pay within sixty (60) days after the holiday. If the Employee expresses a preference for holiday pay, or a day off with pay, the Employer will consider the Employee's preference in line with operating requirements and scheduling needs.

(b) An Employee who is scheduled or requested to work on a holiday and who fails to do so shall not receive any holiday pay otherwise applicable, unless the absence is excused by the Employer for good cause. An Employee who is scheduled off for a holiday and who fails to report for the last scheduled work day preceding the holiday or the first scheduled workday following the holiday shall not receive any holiday pay otherwise applicable, unless the absence is excused by the Employer, for good cause. Absences discussed in this paragraph which are not excused may be treated as absence without approved leave (AWOL) subject to disciplinary action.

ARTICLE VII

ANNUAL LEAVE

Section 7.1 Beginning with the first full calendar month of employment, regular full-time Employees will accrue annual leave for each full calendar month worked (i.e., the first through the end of the month) as follows:

YEARS OF REGULAR FULL-TIME SERVICE	ACCRUAL RATE (DAYS)	
	ANNUAL	MONTHLY
1ST FULL MONTH THROUGH END OF 2ND YEAR	13	1 **
3RD YEAR THROUGH END OF 4TH YEAR	15	1-1/4
5TH YEAR THROUGH END OF 15TH YEAR	21	1-3/4
OVER 15 YEARS	24	2

** ONE (1) ADDITIONAL DAY IS ACCRUED AFTER THE SIXTH AND EIGHTEEN MONTH OF EMPLOYMENT.

To earn annual leave, a regular full-time Employee must be at work or on approved leave with pay, or a combination thereof, for the full month. An Employee who is absent from work in an unpaid status during a calendar month will not accrue any annual leave for that month, except as follows. If all such unpaid absence is temporary disability leave, military leave, leave due to illness during the initial probation period or leave due to illness within three (3) months of return from temporary disability leave, a regular full-time Employee shall accrue annual leave for the calendar month in accordance with the following schedule:

Employee will earn

<u>Work days absent</u>	<u>Accrual rate percentage</u>
up to 5	100%
more than 5, up to 11	50%
more than 11, up to 16	25%
more than 16	0

Section 7.2 A new Employee may not use annual leave until after completion of the first one hundred eighty (180) days of his/her initial employment probation. On the 181st day of employment, an Employee is credited with all annual leave accrued since beginning employment. If an Employee is moved to another position within the bargaining unit, the Employee may not use annual leave until after completion of the first ninety (90) days of the probation period.

Section 7.3 Annual leave may be granted in advance of being earned, if approved by the Employer in its sole discretion. Except in emergencies, approval for use of annual leave must be obtained from the Employer at least thirty-six (36) hours in advance of the first day of the leave. Requests for approval of annual leave will be considered with regard to operating requirements, the dates requested, and the order in which the request was received. If the Employer denies a request for emergency annual leave that was submitted less than thirty-six (36) hours before the requested leave date, the Employer will, upon request, provide a written or oral statement of its reason(s) for denying the leave request.

Section 7.4 An Employee must submit a request for annual leave through Planit Police. Such requests for annual leave may be submitted up to ninety (90) days in advance of the requested leave date. In the case of leave requests submitted thirty (30) days or more in advance of the requested leave date, the Employer shall respond within fifteen (15) days after the date on which the request is received. In the case of leave requests submitted more than five (5) days and less than thirty (30) days prior to the requested leave date, the Employer shall respond within seventy-two (72) hours prior to the requested leave date. The Employer's response to a Planit Police leave request shall be "approved," "denied," or "re-submit." If the

Employer responds “re-submit,” the Employee may resubmit the Planit Police leave request no earlier than fourteen (14) days prior to the date of the requested leave. The Employer will reconsider and reply to the resubmitted request in accordance with the above schedule.

Section 7.5 Absences due to illness, injury or temporary disability may be charged against accrued annual leave after an Employee has exhausted sick leave, if the Employee makes such a request before the end of the pay period in which the absence occurs, the Employer approves the request, and the Employee submits a Planit Police leave request promptly upon return to work after the leave.

Section 7.6 Employees accrue annual leave on a fiscal year basis. On June 30 of each fiscal year, all accrued annual leave will be forfeited with no carry-over to the following year. In extraordinary circumstances and only if approved in advance in the sole discretion of the Assistant Vice President, Safety and Security Strategic Operations, up to five (5) days of accrued annual leave may be carried over to be used during the first two (2) months of the following fiscal year. In the event an Employee is permitted to carry over such leave and is not able to use it during the additional two-month period, such leave may be paid out as wages in the sole discretion of the Assistant Vice President, Safety and Security Strategic Operations.

Upon termination of employment through retirement or otherwise, an Employee shall be paid for accumulated unused annual leave. If an Employee retires or terminates before accruing leave that was used in that fiscal year, the Employee will be required to reimburse the Employer for such leave on or before the Employee's last day of work.

Section 7.7 A former regular full-time Employee who returns to regular full-time employment after a break in service of one (1) year or less shall be restored to his/her former annual leave earning rate; however, eligibility for advancement to greater leave earning rates shall be based on total full months of actual full-time service.

Section 7.8 Absence due to a disciplinary suspension will result in forfeiture of annual leave accrual under Section 7.1.

Section 7.9 "Emergency annual leave" is defined as annual leave that is requested with less than twenty-four (24) hours notice. If an officer requests emergency annual leave for four (4) or more hours, four (4) or more times within a twelve-month period, this will be considered excessive use of emergency annual leave. If this occurs, supervisors will be responsible for sending a memorandum to the Captain, with a copy to the Assistant Vice President, Safety and Security Strategic Operations and Assistant Chief, Administration indicating the specific dates during the twelve-month period that

the officer requested annual leave with less than twenty-four (24) hours notice for more than four (4) hours of the shift. Shift Supervisors are required to indicate any requests for emergency annual leave on the time sheet as “Emergency annual leave” for the day the leave was granted. The Captain of the Uniformed Division will be responsible for monitoring the use of emergency annual leave.

ARTICLE VIII

SICK LEAVE

Section 8.1 Beginning with the first full calendar month of employment, regular full-time Employees will accrue one day (eight (8) hours) of sick leave for each full calendar month worked (i.e., the first through the end of the month). To earn sick leave, a regular full-time Employee must be at work or on approved leave with pay, or a combination thereof, for the full calendar month. An Employee who is absent from work in an unpaid status during a calendar month will not accrue any sick leave for that month, except as follows. If all such unpaid absence is temporary disability leave, military leave, leave due to illness during the initial probation period or leave due to illness within three (3) months of return from temporary disability leave, a regular full-time Employee shall

accrue sick leave for the calendar month in accordance with the following schedule:

<u>Work days absent</u>	<u>Leave accrued</u>
up to 5	1 day (8 hours)
more than 5, up to 11	1/2 day (4 hours)
more than 11, up to 16	1/4 day (2 hours)
more than 16	0

In addition, a new regular full-time Employee whose entry on duty date is after the first working day on the calendar month and who otherwise meets all conditions for accruing sick leave shall accrue sick leave in accordance with the immediately foregoing schedule.

Section 8.2 Accrued sick leave may be used when the Employee's illness, injury, temporary disability (including disability due to pregnancy, childbirth or related medical conditions), or appointment for medical examination or treatment (including necessary dental or optical care), necessitates absence from work. Accrued sick leave may also be used, to a maximum of twenty-two (22) days per year, for the medical care as well as necessary dental or optical care appointments, of a spouse, declared same sex domestic partner, parent or dependent child. A "dependent child" for purposes of this Section 8.2 is defined as: (i) a child who is claimed as a dependent on the Employee's most recently filed tax return; or (ii) a child for

whom the Employee is required by written court order to provide ongoing financial support in the Employee's capacity as a parent or legal guardian. Employees will promptly provide written documentation to support a child's dependent status upon request by the Employer. Accrued sick leave may be approved on an hourly basis, with a one (1) hour minimum, and may be used as soon as it is accrued, with appropriate approval. An Employee who requests sick leave must follow the procedures established by his/her department. Failure to do so may be cause for denial of leave and disciplinary action.

Section 8.3 Sick leave may be accumulated to a maximum of one hundred eighty (180) days. No payment for accumulated unused sick leave will be made upon termination of employment through retirement or otherwise.

Section 8.4 The Employer may require satisfactory medical evidence (including a doctor's certification) of illness, injury or temporary disability whenever any Employee (i) misses work for three (3) or more consecutive work days; (ii) fails to report for work for a special event or for a shift the employee volunteered to work; (iii) takes sick leave after being drafted for a shift; (iv) when the Employer has reason to believe the Employee is misusing sick leave, including but not limited to patterns or trends involving an Employee requesting

sick leave on weekends or combining sick status with the Employee's days off; or (v) when the Employee makes seven (7) separate requests for sick leave within a twelve-month period. For purposes of counting the number of separate requests under Section 8.5, partial day absences will be counted on a pro-rata basis and instances where an Employee submits a licensed medical professional's certificate for the Employee's sickness or a dependent's sickness will not be counted. Such medical evidence must specifically state or otherwise clearly establish that the Employee was unable to work during the period in question. No such evidence shall be sufficient unless it is based upon a timely in-person examination by an appropriate licensed medical professional. The "sick leave restriction" period shall be three (3) months from the date an Employee is placed on sick leave restriction and, if an Employee is required to provide a doctor's certificate again during a sick leave restriction period, the three-month sick leave restriction period shall automatically begin again as of the date the Employee provides the new certificate.

Section 8.5 Absence due to a disciplinary suspension will result in forfeiture of four (4) hours of sick leave accrual under Section 8.1.

Section 8.6 Abuse of sick leave shall result in the Employee being carried as AWOL and/or being subjected to other disciplinary action.

ARTICLE IX

BEREAVEMENT LEAVE

Section 9.1 An Employee shall be entitled to bereavement leave with pay for not more than three (3) days when absence from work is necessitated due to any death in the Employee's immediate family as defined below. An Employee must notify his/her supervisor as soon as possible that he/she requests bereavement leave. If the funeral takes place outside the Maryland, Virginia, D.C. area, the Employee may request additional time off as annual leave or additional time off without pay, which may be granted in the discretion of Employer.

Section 9.2 "Immediate family" is defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, stepparents, stepchildren, stepbrother, stepsister, son-in-law, daughter-in-law, and declared domestic partner.

Section 9.3 For regular full-time Employees, pay for a day of bereavement leave shall be eight (8) times the Employee's straight-time hourly rate.

ARTICLE X

JURY DUTY AND FEES

Section 10.1 If an Employee must be absent from work to perform jury duty, leave will be granted for the period of jury duty. To obtain leave, the Employee must submit the court documents demonstrating the

period of jury duty. Absences for jury duty will not be deducted from annual leave, nor shall Employee benefits be affected. For each day of absence due to jury duty, a regular full-time Employee will be paid an amount equal to the Employee's straight-time pay for a regular eight (8) hour day. Whenever an Employee is excused from such jury duty during a scheduled work day or fails to attend jury duty for any reason, the Employee shall notify his/her supervisor as promptly as possible and report to work if so requested.

ARTICLE XI

UNPAID LEAVE

Section 11.1 Family and Medical Leave. Employees shall be entitled to family and medical leave (including maternity leave) in accordance with the requirements of applicable laws and regulations.

Section 11.2 Military Leave. Employees may request unpaid military leave for the period necessary to perform military duty. Such leave must be requested in writing in advance, include the dates of military duty and a copy of the appropriate military order. The Employer agrees to carry out the applicable federal statutes relating to reinstatement of Employees who have served in any branch of the Armed Services of the United States. In the event that it becomes necessary to discharge another Employee in order to reinstate such

an Employee returning from service in the Armed Forces of the United States, such discharge shall follow the seniority principle as expressed in Article XII and shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 11.3 Other Approved Unpaid Leave of Absence. In extenuating circumstances, the Employer in its sole discretion may grant an Employee's written request for a specific period of unpaid leave of absence for personal reasons. The Employer will determine whether to grant the leave based on the relevant circumstances. In no event will such leave be granted for more than thirty (30) days per calendar year, nor more than once per year. An Employee who timely returns from an approved leave of absence under this Section will be reinstated to his/her former position or a comparable one, without loss of seniority. An Employee who fails to return from a leave of absence in a timely manner may be terminated.

Section 11.4 In the event that it is necessary to discharge another Employee in order to reinstate an Employee returning from an approved leave of absence under Sections 11.1, 11.2 or 11.4 of this Article, such discharge shall follow the seniority principle as expressed in Article XII and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XII

LAYOFF AND RECALL

Section 12.1 In the event of a reduction in force resulting in layoff of Employees, probationary Employees and temporary Employees working within the operational section and classification affected shall first be laid off. If further reduction is necessary, non- probationary Employees shall be laid off from the operational section and classification affected in reverse order of seniority.

Section 12.2 Non-probationary Employees who are laid off due to a reduction in force shall be given the opportunity by the Employer (i) to displace the least senior Employee with the same classification elsewhere in the Department provided his/her seniority exceeds that of the Employee he/she seeks to displace or; (ii) if unable to do so, he/she shall be given the opportunity to displace the least senior Employee in a lower rated classification within the same occupational group in the Department provided his/her seniority exceeds that of the Employee he/she seeks to displace. In no event shall an Employee displace another pursuant to this Section unless the Employer determines that such Employee is fully capable of performing the work of the Employee he/she seeks to displace.

Section 12.3 Except in case of emergency, the Employer shall provide the Union and the affected Employee not less than two (2) weeks notice of any layoff caused by a reduction in force.

Section 12.4 An Employee whose employment is terminated due to a layoff under this Article and who has at least six (6) months service shall receive two (2) weeks pay at the time of the termination.

Section 12.5 Any Employee laid off pursuant to Section 12.1 shall be given consideration for transfer to any existing vacancy outside his/her bargaining unit for which he/she possesses the necessary qualifications as determined by the Employer.

Section 12.6 Employees who are on layoff shall be recalled to available jobs in their Department in accordance with their seniority in the reverse order from which they were laid off, provided the Employer determines that the Employee has the required qualifications and the ability to perform the work. If not, the next senior qualified Employee will be recalled, and so on. Employees who are displacing other Employees shall have recall rights to the original job classification from which they were displaced. Probationary Employees who have been laid off have no recall privileges. Notices of recall shall be mailed to Employees' last known home addresses. Employees who receive such recall notices must report to work as

specified in the notices, within two (2) weeks of the date notice was mailed.

ARTICLE XIII

UNIFORMS

Section 13.1 Where Employees are required to wear specified uniforms, the Employer agrees to furnish, launder and clean required uniforms. Employees will receive a maximum of one (1) change of uniform shirt and pants per work day. The Employer will provide for cleaning of other uniform items on an as needed basis. Employees will have the option of laundering and cleaning required uniforms themselves, without cost to the Employer.

Section 13.2 The Employer further agrees to furnish foul weather gear to Employees whose regular work assignments require them to work outside, exposed to inclement weather.

Section 13.3 When safety shoes are required, the Employer will provide each Employee required to wear them, the initial pair and not more than two (2) pairs per year.

Section 13.4 Employees are required to return all uniforms and equipment to the Employer immediately upon termination of employment. Failure to do so will result in a charge by the Employer for the value of such uniforms and equipment. Employees who were on the payroll as of the signing of this Agreement and who return their

uniforms and equipment upon termination of employment shall be entitled to receive a payment of \$300.00, less any deductions for tax withholdings, loss, and excess wear and tear, as determined by the Employer. Employees who are hired after the signing of this Agreement shall be required to provide a uniform and equipment deposit of \$300.00 to the Employer, payable in no more than fifteen (15) equal installments over a thirty-week period, which shall be refunded to the Employees if they return their uniforms and equipment upon termination of employment, less any deductions for loss and excess wear and tear, as determined by the Employer.

Section 13.5 Employees shall wear all of the prescribed uniform and equipment/accessory items as required by the Employer.

Section 13.6 Clothing and equipment shall be of good quality and condition at the time of issuance. Clothing and equipment which are torn, overly worn or damaged through normal wear and tear shall be replaced.

Section 13.7 The uniforms supplied to all Employees shall be of the reasonably equivalent quality and appropriate fit.

Section 13.8 Each Employee furnished with items specified by the Employer shall wear them or use them as required by the Employer and shall exercise due diligence to ensure that they are not subject to extraordinary wear and tear, and are not lost. Each Employee shall

be responsible for the replacement or repair of clothing items or equipment/ accessories that are damaged or lost through the Employee's negligence. The repayment timetable shall be two (2) weeks from the incident.

Section 13.9 Employees are not authorized to wear University issued clothing while off duty, except during transit to and from duty. Nor may Employees use University issued equipment while off duty.

Section 13.10 The costs for any required commissions, security officer's license or renewals of the same shall be reimbursed by the Employer.

Section 13.11 The Employer shall equip all Special Police Officers I, II, III and IV, Security Officers and Senior Security Officers with safety (body armor) vests, which shall be selected by the Employer following consultation with the Union. Such vests shall be provided by the Employer within six (6) months after the individual becomes an Employee. In the alternative, an Employee has the option to purchase such an approved vest at any time prior to the date the Employer orders a vest for the Employee. The Employee shall be responsible for the full cost of any such vest purchased by the Employee. The Employer will reimburse the cost within six (6) months after the individual becomes an Employee, to an amount not to exceed the Employer's cost of such vest. If the Employee separates from the Department prior to being reimbursed, the

Employee shall retain ownership of the vest. Upon request of an Employee who elects to order a vest, the Employer will provide the model and cost of the standard vest issued to Employees. Reimbursement shall be based upon this information. Wearing of such vests while on duty is mandatory. The failure of any Employee to wear his or her assigned vest while on duty shall constitute misconduct of a serious nature as set forth in Sections 19.1 and 19.2. Vests shall be replaced in accordance with the manufacturer's recommended replacement cycle.

Section 13.12 The Employer shall issue search gloves to all Special Police Officers I, II, III and IV, upon each Employee's written request. These gloves shall be specifically designed for searches and will be constructed of material designed to be cut and puncture resistant. Should an Employee choose to purchase their own pair of gloves, they will be treated as supplemental equipment, as noted in the SOP, and the Employer will reimburse the Employee up to \$20.00 toward that purchase. Gloves will be replaced upon written request and inspection by the Employer when necessary due to normal wear and tear. Employees may wear such gloves only when conducting searches or as otherwise necessary for safety purposes.

ARTICLE XIV

NONDISCRIMINATION

Section 14.1 Neither the Employer nor the Union shall discriminate against any Employee on any basis prohibited by law.

ARTICLE XV

GRIEVANCE AND ARBITRATION

Section 15.1 General. A grievance is defined as a complaint by the Union over an alleged violation of any specific provision of this Agreement that occurs during its term. A grievance shall be in written form, signed and dated by an authorized union representative.

Section 15.2 Time Limits. "Working days" as used in this Agreement means Monday through Friday, excluding observed holidays. Unless the parties have agreed in advance in writing to a specific extension of time, any grievance or demand for arbitration which is not filed by the Union at each step within the time limits contained herein is waived and the grievance is deemed to be concluded in accordance with the Employer's decision, and there shall be no further processing of the grievance or any arbitration thereon. Filing of a grievance or demand for arbitration shall be accomplished by delivery in writing by person or by mail, and if filing is by mail, the date of the official U.S. Postal Service postmark shall be the date of filing.

Section 15.3 Meetings. If the authorized Union representative or the aggrieved Employee fails to attend a scheduled grievance meeting without prior notification to the Employer, the grievance shall be deemed concluded in accordance with the Employer's decision and there shall be no further processing of the grievance or any arbitration thereon; provided, however, that if by 5:00 p.m. on the next business day the Union advises the Employer in writing of the reason the Union or the aggrieved Employee did not attend, the Employer will consider that explanation and may decide, in its sole discretion, whether processing of the grievance shall continue.

Section 15.4 Steps 1, 2 and 3.

Except as provided in Section 15.4 (d) below, Steps 1, 2 and 3 are as follows:

(a) Step 1. A grievance shall be filed at Step 1 with the supervisor within ten (10) working days after the action on which the grievance is based. The parties may agree to hold a meeting at this Step. If the grievance is not settled or denied by the supervisor or his/her designee within five (5) working days after it is filed at Step 1, the grievance shall be deemed denied at the expiration of such five (5) working days and the Union may proceed to file the grievance at Step 2 as provided below.

(b) Step 2. A grievance shall be filed at Step 2 with the department head within five (5) working days after the grievance is denied at Step 1. A meeting for the purpose of attempting to resolve the grievance may be held at this Step if deemed appropriate by the Employer. If the grievance is not settled or denied by the department head or his/her designee within fifteen (15) working days after it is filed at Step 2, however, the grievance shall be deemed denied at the expiration of such fifteen (15) working days and the Union may proceed to file the grievance at Step 3 as provided below.

(c) Step 3. Within five (5) working days after the grievance is denied at Step 2 a grievance shall be filed at Step 3 with the Human Resources Manager, Safety and Security. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not settled or denied by the Human Resources Manager, Safety and Security or his designee within ten (10) working days after it is filed at Step 3, however, the grievance shall be deemed denied at the expiration of such ten (10) working days and the Union may proceed to invoke the arbitration procedure as provided in Section 15.5 below.

(d) Discharges: Discipline Imposed by Department Head. A grievance which arises from a discharge or from disciplinary action

imposed directly by the department head shall start at Step II instead of Step I and shall be filed within ten (10) working days after the action on which the grievance is based. All other provisions of Section 15.4 shall apply.

Section 15.5 (a) Demand for Arbitration. A written demand for arbitration shall be filed by the Union with the Human Resources Manager, Safety and Security within thirty (30) working days after the grievance is denied at Step 3. At the same time, the Union will request the Federal Mediation and Conciliation Service (with a copy to the Employer) to furnish a list of not less than nine (9) arbitrators. Selection shall be made by the Union and then the Employer representatives alternatively striking any name from the list until only one (1) name remains. The final name remaining shall be the arbitrator of the grievance.

(b) Authority of Arbitrator. The arbitrator shall have no authority to hear and determine any case that has not been processed and submitted in accordance with the time and procedural requirements of the Article unless the parties have specifically agreed in writing to a waiver of the particular requirements. The arbitrator's authority and opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and Employer. The arbitrator shall

have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The arbitrator shall render a decision as expeditiously as possible, and no later than thirty (30) working days after the close of the hearing, unless otherwise agreed to. The award in writing of the arbitrator within the proper jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved Employee, the Union and the Employer. Before either party files an action in court to enforce or vacate an arbitrator's award, the parties agree to meet and confer in an attempt to resolve the dispute.

(c) Expenses. The Union and the Employer shall each bear its own expenses in any arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

ARTICLE XVI

STEWARDS

Section 16.1 The Union will make every reasonable effort to appoint two (2) Employees as Stewards for each of the three (3) shifts. One such Steward may be designated as Chief Steward. The Union shall notify the Employer's Assistant Vice President, Safety and Security

Strategic Operations and the Human Resources Manager, Safety and Security in writing of the duly appointed Stewards and their areas of responsibility, and of any changes as they occur. The Employer will not be obligated to communicate with more than one (1) Steward concerning any particular matter.

Section 16.2 A duly appointed Steward or Chief Steward who has been identified to the Employer in accordance with Section 16.1 of this Agreement may, upon application to and permission from his/her supervisor, be granted unpaid leave during working hours to process grievances and matters of concern to Employees covered by this Agreement, not to exceed one (1) hour per pay period. The Employer and the Union will make reasonable efforts to schedule meetings at mutually convenient times.

ARTICLE XVII

SAFETY CLAUSE

Section 17.1 It is agreed that the Employer shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its Employees. Safety concerns of the Employee should be brought to the attention of the immediate supervisor. No Employee shall be disciplined or discharged for refusing to work when the performance of such work would create a real and apparent danger to his/her health as

determined by an investigation by the Director, Health and Emergency Management Services and in line with the application and adherence of safety-health regulations.

Section 17.2 Should an Employee be injured at the job site, in the performance of his/her duties and in the absence of misconduct or negligence on his/her part and be unable to continue working as a result of such injury, such Employee shall be paid for the entire day on which the injury occurs.

Section 17.3 Employees are required to follow the safety and health rules and procedures of the Employer. Employees must notify their supervisors immediately in the case of any injury to themselves while on duty, any accident, or any incident involving unsafe conditions, even if such accident or incident does not require immediate medical attention. The Employer will provide Workers' Compensation claim forms upon request by Employees.

Section 17.4 If an Employee believes he/she has been exposed to HIV, Hepatitis or other serious communicable disease or contaminant, the Employee will upon request be provided with the necessary form to be treated at an Emergency Room or other medical facility, in accordance with the Employer's Workers' Compensation/Risk Management procedures.

ARTICLE XVIII

NO STRIKES OR LOCKOUTS

Section 18.1 For the duration of this Agreement and any extension thereof, the Union, its officers, agents, representatives and members, and Employees covered by this Agreement, shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross any picket line, or interference with or interruption of work at any of the Employer's operations, regardless of the cause or nature of the dispute underlying such activity. A violation of this Article by any Employee shall constitute cause for discharge, provided that a refusal to cross a picket line will not be grounds for discipline if the Employee shows he or she had a reasonable belief, based on the facts, that crossing the line would cause injury to his or her person or property. In addition to any other liability, remedy or right provided by applicable law or statute, should any such strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross a picket line, or other interference with or interruption of the operations of the Employer occur, the Union within twenty-four (24) hours of a request by the Employer shall: (i)

publicly disavow such action by the Employees; (ii) advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union; (iii) notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and (iv) post notices on the Union bulletin boards advising that it disapproves of such action.

Section 18.2 In consideration of the agreement by the Union to Section 18.1, the Employer, for the duration of this Agreement and any extension thereof, shall not lock out its Employees regardless of the cause or nature of the underlying dispute.

Section 18.3 In the event of an alleged violation of Section 18.1 or Section 18.2 of this Article, the grievance and arbitration procedures of Article XV shall not be applicable. Instead, the aggrieved party may institute special arbitration proceedings regarding such violation by written notice thereof to the other party and to the Federal Mediation and Conciliation Service which shall, immediately upon receipt of such written notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after being appointed, and shall immediately provide written notice of the hearing to the Employer and the Union. The fee and other expenses of the arbitrator in connection with this arbitration

proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing, and the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as the arbitrator may deem appropriate to promptly terminate such violation, but shall have no authority to impose monetary damages. No opinion shall be required by the arbitrator, but only a written award and order which shall be issued at the hearing, and which shall contain a concise statement of reasons. Such award and order shall be final and binding on the Employer and the Union, and may be immediately confirmed and specifically enforced by the United States District Court for the District of Columbia, if it has jurisdiction (otherwise by any court of competent jurisdiction) upon the motion, application or petition of the aggrieved party.

ARTICLE XIX

SUSPENSION AND DISCHARGE

Section 19.1 The Employer shall not discharge or suspend any Employee without just cause. The discipline process in cases which do not involve misconduct of a serious nature shall be as follows:

Letter of Warning

Letter of Reprimand

Suspension

Discharge

The elements of the discipline process may be for the same or different types of conduct. For misconduct of a serious nature, no written warning or other form of discipline need be given prior to a suspension or prior to a discharge, either of which may be imposed in the sole discretion of the Employer.

Section 19.2 The parties agree that misconduct of a serious nature includes, but is not limited to the following examples:

(1) Dishonesty--which shall include theft, falsification of any Employer record or report, or altering of timecards or timesheet.

(2) Drinking -- which shall include drinking an alcoholic beverage during working hours (including mealtime) or while in uniform, or being impaired by or under the influence of alcohol when reporting to work or during working hours (including mealtime).

- (3) Fighting during working hours, in uniform, or on Employer property.
- (4) Any violation of Article XVIII (“No Strikes or Lockouts”).
- (5) Unauthorized transportation, possession or use of, or being impaired by or under the influence of marijuana, phencyclidine (PCP), narcotic drug, amphetamine, a form of amphetamine or derivative of a narcotic drug, or any controlled substance, during working hours (including mealtime) or on Employer property.
- (6) Misusing, destroying, or damaging Employer property.
- (7) Unauthorized transportation, possession or use of a firearm.
- (8) Insubordination.
- (9) Sleeping on the job or otherwise failing to remain alert and attentive on the job.
- (10) Conduct that threatens the safety or well-being of another person.
- (11) Being absent without leave on three occasions during any twelve (12) month period.
- (12) Sexual harassment or any other harassing conduct in violation of the Employer’s policies.
- (13) Conduct incompatible with continued performance in the job.
- (14) Failing to wear an assigned safety vest while on duty.

Any discipline imposed by the Employer for behavior listed in Section 19.2 shall be presumed appropriate unless the Union can establish the contrary by clear and convincing evidence.

Section 19.3 For purposes of this Agreement, being under the influence of alcohol is defined as having any alcohol in the Employee's system, other than trace amounts resulting from legitimate non-abusive use of consumer products such as mouthwash and cough syrup.

Section 19.4 The Employer may rely on observations, field sobriety tests, admissions by the Employee, or other evidence in establishing a violation of Section 19.2(2) or 19.2(5). When the Employer believes that an Employee may be impaired by or under the influence of alcohol or any substance described in Section 19.2(5) (hereinafter referred to as "drugs"), the Employer can require submission to any test or tests it selects to determine the presence of alcohol or drugs but the Employer is not obligated to do so. If a breathalyzer test produces a positive result for alcohol, the Employer may require the Employee to submit to further testing. Any other test for alcohol or drugs must be administered by a person qualified to conduct the test and evaluate the results of the test, it being specifically understood that the Union reserves the right to contest the qualifications of the person administering such test and the burden of proof rests with the Employer to demonstrate that the person

administering the test was, in fact, qualified. In the event an Employee refuses to take such a test or to release the results thereof to the Employer, this refusal shall be deemed an admission of guilt and shall be grounds for immediate discharge. The Employer may conduct pre-employment drug and alcohol testing in its sole discretion.

Section 19.5 In the event of a letter of warning, letter of reprimand, a suspension or a discharge, the Employer shall provide the Employee with a written notification. Reason(s) for the letter of warning, letter of reprimand, suspension or discharge will be included in the written notification. The Employer will notify the Union of the action by providing a copy of the Employee's written notification within three (3) working days of the notification to the Employee. Such notice shall sent to the current President of the Local Union's work email address. The Employer may suspend an Employee without pay pending any investigation of actions it reasonably believes may result in discipline. Absent unusual circumstances or complications (for example, an unavailable witness, etc.), the Employer will notify the Employee of its decision regarding such a suspension within fifteen (15) working days of the start of the suspension.

Section 19.6 Upon discharge, an Employee will be paid all money due him/her by close of business the next working day.

Section 19.7 The Employer recognizes the Employee's right to request the presence of a Union steward during an investigatory interview by the Employer which may result in discipline.

Section 19.8 Except in extreme circumstances, the Employer will notify the Employee of the outcome of its investigation of an outside complaint of officer misconduct within fifteen (15) days of the Employer's completion of its investigation and decision concerning the complaint.

Section 19.9 (a) In the event an Employee refuses to work a shift for which the Employee has been drafted, the Employee shall be suspended without pay for two (2) days.

(b) In the event an Employee refuses on a second occasion to work a shift for which the Employee has been drafted, the Employee shall be discharged unless the second refusal took place more than three (3) years after the first refusal, in which case the Employee shall be suspended for two (2) days in accordance with Section 19.9(a).

(c) In the event of any refusal by an Employee to work a shift for which the Employee has been drafted, the Employer may in its sole discretion elect to impose a lesser penalty than is specified in this Section 19.9 or no penalty at all.

(d) An employee who uses sick leave for any part of a shift for which the Employee has been drafted will be considered to have used a

“draft refusal” if the Employee has an accrued unused “draft refusal” on the books for the calendar year.

(e) With respect to any suspension for refusal of the draft, the Union may challenge whether the Employee actually refused the draft, but may not otherwise file a grievance or seek arbitration to challenge the propriety of the suspension. With respect to any discharge for refusal of the draft, the Union may challenge whether the Employee actually refused the draft; however, in any other challenge the discharge shall be presumed to be appropriate and may be overturned only if the Union meets its burden of proving by clear and convincing evidence that the discharge was not appropriate.

(f) Notwithstanding the other provisions of this Section 19.9, each Employee may request to be excused from the draft (*i.e.*, request a “draft refusal”) not more than three (3) times per calendar year. The Employer shall grant such requests unless it determines that doing so would cause significant operational problems that cannot reasonably be avoided in the circumstances.

ARTICLE XX

SENIORITY CLAUSE

Section 20.1 In recognition of the principle of seniority for Employees under this Agreement, the Employer agrees that when qualifications of

applicants such as ability, training, skills and other relevant job requirements are considered equal by the Employer, preference shall be given to the Employee applicant with the greatest seniority in selection for vacant positions covered by this Agreement. Seniority shall apply in layoffs and recalls as provided in this Agreement.

Section 20.2 Seniority is defined as the length of time an Employee has been continuously employed in positions covered by this Agreement. An Employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, quit, resignation or retirement;
- (b) Willfully exceeding an authorized leave of absence;
- (c) Job abandonment, which is defined as absence for three (3) consecutive scheduled work days without notifying the Employer as soon as possible during said absence of the reason therefor, unless prevented from doing so by an illness or accident;
- (d) Layoff in excess of twelve (12) consecutive months or a period exceeding the length of the Employee's seniority, whichever is less;
- (e) Transfer to a position not covered by this Agreement; provided that if within twelve (12) months of a transfer to a position not covered by this Agreement, the Employee leaves such position and is again employed in a position covered by this Agreement, the

Employee will be restored to the seniority level he or she had prior to the transfer.

ARTICLE XXI

PROMOTIONS

- Section 21.1 All Employees must complete the Campus Public Safety Institute (or another accredited Law Enforcement Academy as approved by the Assistant Vice President, Safety and Security Strategic Operations) before being considered for promotion above the rank of Special Police Officer II.
- Section 21.2 Test material for all promotional examinations, if any, may include, but are not necessarily limited to, true and false, multiple choice, short answer and/or fill-in the blank questions.
- Section 21.3 The term promotion as used in this Agreement means the advancement of an Employee from a lower classification to a higher classification within the bargaining unit.
- Section 21.4 To be eligible for any promotional opportunity to a Special Police Officer III or IV position, an Employee normally must have served at least twelve (12) months as a Special Police Officer.
- Section 21.5 Any test materials for promotional examinations may include, but are not limited to: department organization functional chart; spelling test; writing skills; Department Procedures; Arrest Procedures; D.C. Code; and Interrogation/Interviewing Procedures.

Section 21.6 All promotional opportunities for positions within the bargaining unit shall be posted in the Department as they become available.

Section 21.7 Prior successful service in a Department position will be considered as a significant positive factor in the promotion selection process, along with other factors deemed relevant by the Employer.

ARTICLE XXII

UNION - MANAGEMENT CONFERENCES

Section 22.1 Purpose. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party, but meetings shall not be held more frequently than bimonthly. Such meetings shall be referred to as "Union-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the Employer or the Union, by the persons present at any conference. Such meetings shall be exclusive of the Grievance Procedure provided for by Article XV, and grievances shall not be considered at such meetings; nor shall negotiations for the purpose of altering the terms of this Agreement be held at such meetings. A party who requests a Union-Management Conference shall present the other

party with a proposed agenda for the conference at the time the request is made.

Section 22.2 Representatives. The Employer representatives at the Union-Management Conference shall consist of the Assistant Vice President, Safety and Security Strategic Operations and at least one (1) other member of the Employer's management staff not to exceed five (5) in number. The representatives of the Union, at least two (2) and not more than five (5) in number, shall consist of Union officials and Stewards and employees invited by the Union who have been properly excused from their job duties. If the Union and Employer so agree, other persons may attend a Union-Management Conference. The Union and the Employer shall exchange lists of the names and positions of the persons who will attend the conference no later than one (1) week prior to the conference.

Section 22.3 Meetings. The time, date and place of the meetings shall be agreed upon by the parties. When such meetings are scheduled during his or her working hours, a Union Steward or official who is an employee of the Employer shall not be paid for time spent attending such meetings. Any other employee invited by the Union shall also be in unpaid status.

Section 22.4 Minutes. A representative of the Employer shall keep minutes of each conference and distribute copies of the minutes within seven (7) working days to all persons who were present.

ARTICLE XXIII

UNION ANNOUNCEMENTS & CONFERENCES

Section 23.1 The Employer shall permit the Union to post announcements of meetings and functions on a bulletin board to be provided by the Employer, and placed in a convenient position to be designated and provided by the Employer. The Union may, at its expense, establish and maintain a second bulletin board at the Employer's Mount Vernon campus, subject to size, design and location limitations to be determined by the Employer. It is further agreed that conferences held between Union representatives and the Employees shall not be held during the attending Employees' working times; and if held on the premises, said conferences must be within a place arranged for with the management through advance notification to the Human Resources Manager, Safety and Security.

ARTICLE XXIV

CLASSIFICATIONS

Section 24.1 Current classification descriptions for those classifications covered by this Agreement will be made available to Employees by the

Employer for inspection. Duties described by these descriptions will be examples of typical tasks expected of those Employees who fill these positions. They are not meant to be all-inclusive or to preclude the incumbent from performing other related duties as assigned. Nor are they intended to preclude the assignment of unrelated duties when unforeseen events occur which prevent the normal operational schedule from being followed. When any classification description is changed, the Employer will furnish a copy to the Union.

ARTICLE XXV

EMPLOYEE BENEFIT PROGRAM

Section 25.1 Employees shall have the opportunity to participate in the following Employer Benefit Programs, according to the terms and conditions thereof as established by the Employer, in its sole discretion, from time to time:

Health Insurance

Long-term Disability Insurance

Life Insurance

Retirement Plan

Educational Benefits

Any changes made by the Employer in the above programs shall apply to Employees covered by this Agreement. The provisions and

the administration of the above plans shall be in conformance with the Employer policy and the grievance and arbitration provisions of this Agreement shall not apply.

ARTICLE XXVI

PERSONNEL FOLDERS

Section 26.1 It shall be the responsibility of every Employee to keep the Employer informed of his/her current address and telephone number. Such notice shall be provided to the Employer by the Employee within twenty-four (24) hours of such change. Employer notification to an Employee shall be sufficient if made personally, by written memorandum, by mail, or e-mail addressed to the Employee's last known address as shown on the personnel record maintained by the Employer, or where appropriate, by the Employee.

Section 26.2 An Employee shall have the right, upon reasonable notice and during normal business hours at a time not interfering with normal operations and not conflicting with the Employee's work assignment, to review his/her personnel file in Human Resource or the Department, as elected by the Employer, in the presence of a representative designated by the Employer. The Employee may request that a Union representative be present during such review. An Employee may, upon request, obtain one (1) copy of the

documents in his or her Human Resources and Department personnel files; provided, however, that the Employee shall not be entitled to copies of documents that have previously been provided to him or her.

Section 26.3 The Employer may not use a notice of written warning to impose discipline more than twelve (12) months after the date the notice of written warning was issued, and, upon request, the notice will be removed from the Employee's official personnel folder. The Employer may not use a written reprimand to impose discipline more than eighteen (18) months after the date the written reprimand was issued and, upon request, the written reprimand will be removed from the Employee's official personnel folder. The Employer may not use a suspension to impose discipline more than twenty-four (24) months after the date the suspension was issued and, upon request, the suspension will be removed from the Employee's official personnel folder.

An Employee who reports to work without a valid driver's license will not be suspended and will be assigned to foot patrol or other duties. A subsequent failure to report to work without a valid driver's license will result in a suspension without pay. Employees must report to work with a valid GWorld Card and either a valid Special Police Commission or a valid Security Guard's License, as

applicable. An Employee who fails to present such materials will receive a letter of reprimand for the first instance and a suspension for the second instance and, in either case, will not be permitted to work or be paid.

ARTICLE XXVII

TRAINING

Section 27.1 It is agreed by the Employer and the Union that a program for training Employees, to increase their knowledge and skills in their occupational specialties, may be of mutual benefit to management and the Employees. Accordingly, the Employer agrees to make a continuing effort, to the extent permitted by program needs and budgetary availability, to provide training of existing Employees who wish to improve the level of their qualifications. Training may be given on the job or in formal classroom sessions by supervisors, senior Employees or other qualified instructors.

Section 27.2 Any Employees required to operate vehicles during the course of employment shall be provided training appropriate to the operation of those vehicles.

Section 27.3 The Employer shall provide training programs on such topics as the Employer determines would be appropriate to assist Employees in performing their duties. Employees are required to successfully complete all training programs. If an Employee fails to successfully

complete a training program, the Employee will have a second opportunity to participate in that program. If the Employee fails to successfully complete the program twice, the Employee may be terminated, in the Employer's sole discretion.

Section 27.4 If the Employer plans to send one (1) or more Employees to a specialty school or course of instruction that is not available to all Employees, the Employer will make this information available for at least seven (7) days. Any interested Employee can then sign up to participate. The Employees will be selected to attend programs that are relevant to their positions on a seniority basis, except that the most senior Employee who has not had the opportunity to attend a specialty course of instruction, shall be chosen first.

If, in the Employer's sole discretion, the schedule permits an Employee to attend a class during the Employee's regularly scheduled work day, the Employee will be paid for the Employee's regular tour of duty. If the Employee is in class during scheduled days off, the Employee will either be paid overtime in accordance with the overtime pay policies or the Employee's days off for the week will be switched.

Section 27.5 Within the first year of employment all Special Police Officers shall participate in formal department classroom training, composed of at least eighty-eight (88) hours of instruction. All new Security

Officers shall participate in a training program developed by the Employer.

Section 27.6 The Employer shall send a minimum of three (3) Special Police Officers I to each session of the Consortium of Universities Public Safety Institute (the "Institute") until all officers have completed the Institute training. In selecting officers for the training, the University will give priority to the officers with the most seniority, subject to adjustments deemed necessary to prevent disruption on particular shifts. The officer must successfully complete the Institute training. If the officer fails to successfully complete the Institute training, the officer must attend the Institute a second time (within one (1) year) at the Employer's expense. If the officer fails to successfully complete the Institute training a second time, the officer will be terminated from employment.

Section 27.7 If an Employee attends a training program outside the D.C. metropolitan area the Employer shall pay the Employee's reasonable travel expenses, provided that such expenses have been approved in advance by the Employer.

Section 27.8 New Special Police Officers will commence nine (9) weeks of field training (excluding classroom training) after being hired. New Security Officers will commence three (3) weeks of field training after being hired. They will attempt to complete the field training

during the three hundred sixty-five (365) day initial employment probation period. Upon successful completion of field training, officers will continue in SPO I status performing “guards” duties until they receive their commissions. Any Employee who fails to obtain a guard’s license within two (2) weeks after completing the initial physical examination and receiving the initial drug screening results may be terminated in the Employer’s sole discretion.

Section 27.9 Employees shall be required to complete successfully all training programs required by the Employer relating to voluntary assignments, as designated by the Employer. If an Employee fails to complete such a program successfully the first time, the Employee may enroll in the program a second time, at the Employee’s expense.

Section 27.10 Employees will not be disciplined for failure to attend training sessions or other mandatory meetings under the following circumstances: (i) if they previously received documentation of approved annual leave; (ii) if they request sick leave and submit a doctor’s certificate as provided in Article VIII; or (iii) at the discretion of the Employer. The Employer normally will provide two (2) weeks notice of training sessions and other mandatory meetings, but the Employer may schedule such sessions and meetings without such notice in its sole discretion. If an Employee

is required to attend a mandatory meeting or training session on his/her day off, and such meeting or session is completed in fewer than four (4) hours, the Employee shall be permitted to work sufficient additional time before or after the meeting or session so that the total compensated time that day is at least 4 hours.

ARTICLE XXVIII

MISCELLANEOUS

- Section 28.1 The Employer shall provide the Union with a list of all work areas to which the Employees are assigned.
- Section 28.2 Employees will not be required to admit students who have been locked out of their residence hall rooms on a routine basis while the Key Depot is open. They will perform this function as needed when the Key Depot is closed and on an emergency basis as determined by the Employer.
- Section 28.3 The Employer shall furnish for the use and benefit of all Employees, individual lockers and locker room facilities which shall be maintained for and by Employees and the Employer in a sanitary and serviceable condition. Employees shall not post any material(s) i.e. pictures, posters, stickers, etc. on the lockers or in the locker room facility. Employees may post materials inside a locker if, in the sole judgment of the Employer, no harm is done to the locker and the material is not offensive. No monetary charge

shall be levied on Employees for maintenance thereof, as long as the maintenance needs are not caused by intentional conduct or negligence of the Employees.

Section 28.4 For sanitary purposes, a locker shall be assigned to each individual Employee as a normal equipment allowance item and the Employer shall provide a locker to each Employee for the duration of that Employee's period of employment. Absent unusual circumstances, the Employer may enter an Employee's locker only after offering the Employee or a Union representative the opportunity to be present.

Section 28.5 The Employer shall supply and continue to clean and maintain the locker room in accordance with existing practices.

Section 28.6 The Employer shall provide mailbox facilities for use by Employees.

Section 28.7 The Employer shall respond to notices of defective equipment submitted to it in good faith by the Union or Employees without reprisal.

Section 28.8 One of the department vehicles shall be equipped with a cage or shatter-resistant safety glass to protect Employees while transporting subjects.

Section 28.9 Employees shall conduct sick transports as necessary. Two (2) Employees will conduct the transport, one to drive and the other to be available to the sick/injured party. If an Employee believes that

the illness/injury requires the party to be transported by an ambulance, the Employee shall notify his or her supervisor immediately and request instructions on how to proceed. The Employer shall make the final decision regarding mode of transportation.

Section 28.10 All Special Police Officers shall be required to maintain a valid driver's license issued by the jurisdiction in which they reside, except for the one Officer previously excused from this requirement. No employee shall be promoted to a Special Police Officer III or IV position unless that employee maintains a valid driver's license issued by the jurisdiction in which the employee resides.

Section 28.11 Employees shall be required to comply with all legal requirements applicable to the performances of their functions, including but not limited to any licensing requirements imposed by the District of Columbia.

Section 28.12 Employees assigned for duty as Security Officers, Senior Security Officers, Special Police Officers I, II, III and IV, Dispatchers and Senior Dispatchers shall read and initial a sheet indicating that they have read and understand the contents of the Standard Operating Procedure Manual during the first four (4) weeks of employment. All Employees shall read and initial a sheet indicating that they have read and understand all new procedures

and revisions to old procedures. The Employer will provide one copy of all new revisions to the Standard Operating Procedures Manual by placing a copy in the Union's mailbox.

Section 28.13 Each Employee shall receive an annual written performance appraisal, which normally will be completed on or about the Employee's anniversary date.

Section 28.14 Performance appraisals shall be discussed with the Employee in a private conference. The Employee shall have the opportunity to comment both orally and in writing on the appraisal and the work situation. The Employee shall acknowledge reviewing the appraisal by signing and dating it, after the supervisor has signed and dated it. Each Employee shall then receive a copy of the appraisal.

Section 28.15 If an Employee is not satisfied with an appraisal, the Employee may discuss it with the next level supervisor up through the Assistant Vice President, Safety and Security Strategic Operations. Any Employee who receives an appraisal indicating a performance below "fully achieves expectations" shall have the right to have a Union representative present during any discussion, after the initial appraisal meeting with the shift supervisor. Performance appraisal ratings shall not be subject to the grievance and arbitration provisions of this Agreement.

- Section 28.16 The Employer shall be entitled to determine whether an Employee is capable of performing the requirements of the job, subject to any applicable requirements concerning Employees with disabilities.
- Section 28.17 If requested by the Employer, an Employee must review and sign any memorandum or other document containing information regarding Department policies, practices, procedures or work related activities. Such signature will establish that the Employee had an opportunity to review the information contained in the document. The Employer will provide the Employee with a copy of such documents, if requested by the Employee at the time of signature.
- Section 28.18 Absent unusual circumstances, Employees shall not be required to escort persons designated to carry cash or pharmaceuticals.
- Section 28.19 Employees who are injured in the line of duty shall be provided any available light duty posts as determined by the Employer. The Employer may require certification from the Employee's doctor regarding work limitations and abilities to perform work. The Employer may request that an Employee change his or her shift in order to occupy a light duty post.
- Section 28.20 The Union's business representative shall be allowed reasonable access to members of the bargaining unit, during normal business hours and in public areas, for the purpose of adjusting grievances

and administering this Agreement provided there is no interruption of the Employer's operations or schedule. The Union's business representative will provide advance notice to the Assistant Vice President, Safety and Security Strategic Operations or his/her designee prior to entering the premises.

Section 28.21 Promptly following the opening of the Department's headquarters facility in the Academic Center, the Employer shall provide at least four (4) bunks for use by Employees and other members of the Department when necessary for operational reasons, subject to advance approval by the Employer. Half of these bunks normally will be allocated for males; the other half normally will be allocated for females. In addition, in the event of extreme weather conditions or other emergency, the Employer will provide sleeping accommodations for Employees when the Employer determines that it is reasonably appropriate to do so to facilitate necessary staffing levels.

Section 28.22 As an incentive to not use sick leave, the Employer agrees to provide any Employee who completes a full quarter without using any sick leave with one (1) additional draft refusal. This refusal will expire at the end of the calendar year.

Section 28.23 The Employer will not cancel previously approved leave except in the event of an emergency or other serious situation when it is

necessary to facilitate the required staffing levels. Management will first attempt to utilize volunteers, and then use mandatory overtime procedures to meet its staffing requirements. In last-minute situations, when practical, current draft procedures will be utilized to meet staffing requirements prior to any leave cancellation. The Employer may use supervisors or others to cover for an Employee with approved leave. In the event of such cancellation, the Employer will provide a reasonable written explanation that is to be signed by the Employee whose leave is cancelled. Except in the event of a major emergency, the Employer will not cancel leave when an Employee has already made a documented, non-refundable payment in excess of \$100 in connection with the leave.

Section 28.24 If an Employee is required to work more than a normal daily schedule (“Extra Hours”), the Employee may request a compensatory schedule adjustment later in the same work week. If such a request is made, the Employee’s work schedule for the same week may be reduced, based on operational requirements as determined by the Employer, by an amount equal to some or all of the Extra Hours on a one-for-one basis. If the Employee’s request for a compensatory schedule adjustment later in the same week is denied, in whole or in part, then the Employee will be paid in the

ordinary course for any Extra Hours for which the Employee did not receive a compensatory schedule adjustment. This Section shall not affect an Employee's choice to use the draft option under current practice.

Section 28.25 If an Employee is permitted an opportunity to take a day off with pay as a result of working a holiday under Section 6.4, and the Employee is later denied the opportunity to use such leave within sixty (60) days, then the Employee shall be paid straight-time pay for such day, in addition to pay for the hours the Employee actually worked on the holiday.

Section 28.26 Any departmental leave restrictions shall be communicated to Employees via email. This email shall include a start and end time for the stated restriction. In the event of restriction due to weather or an unforeseen emergency, updates with regard to leave restriction status will be provided promptly, normally every twenty-four (24) hours. Employees shall be required, in accordance with Department policy, to check regularly their University email accounts.

Section 28.27 Absent unusual circumstances, the Employer shall provide members with posted work schedules at least sixty (60) days in advance. This provision shall not affect the Employer's right to

make work assignments, require overtime, or otherwise manage the workforce.

Section 28.28 Absent temporary staffing shortages or unusual circumstances, GWPD Communication Center shall be staffed with at least two (2) people, one (1) of which will be certified in Emergency Medical Dispatching (EMD), from 0645 hours on Thursday through 0715 hours on Sunday.

ARTICLE XXIX

MANAGEMENT RIGHTS

Section 29.1 All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, without limiting the generality of the foregoing, the Employer retains the exclusive right to direct and schedule the working force; to plan, direct and control operations; to establish, reorganize, combine or discontinue operations; to contract out work; to hire, promote, transfer, lay-off and recall Employees to work; to determine the number of Employees and the duties to be performed; to establish, add to, reduce, combine or discontinue job classifications; to reprimand, suspend, discharge or otherwise discipline Employees for cause; to introduce new or improved methods, equipment and facilities; to make and change Employer

rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facilities of the Employer so as to attain and maintain full operating efficiency.

Section 29.2 The Union agrees to cooperate with the Employer to attain and maintain full efficiency in its operation and the Employer agrees to receive from the Union constructive suggestions, which the Employer shall consider in its sole discretion.

ARTICLE XXX

EFFECTIVE DATE AND DURATION

Section 30.1 Term of Agreement. This Agreement shall become effective as of March 11, 2018, and shall continue in full force and effect through and including March 10, 2021, and shall continue in full force and effect for subsequent one (1) year periods thereafter unless written notice of desire to terminate or modify this Agreement is given by either party and actually received by the other party not less than ninety (90) days prior to March 10, 2021 or any subsequent anniversary date if this Agreement has been automatically renewed in accordance with Section 30.1.

Section 30.2 Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any applicable law, such term or provision shall continue in effect only

to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 30.3 Finality. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration contain the complete and total contract between the Employer and the Union with respect to rates of pay, wages, hours of work and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on, behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by signatures of their duly authorized representatives.

INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS
OF AMERICA (SPFPA), AND ITS
AMALGAMATED LOCAL 294

THE GEORGE WASHINGTON
UNIVERSITY

BY:

BY:

International Representative
Date:

Date:

Local President
Date:

Date:

Date:

EXHIBIT 1

CHECK OFF AUTHORIZATION



SPFPA | Authorization for check-off of dues

EMPLOYER: _____ ITS SUCCESSORS AND ASSIGNS

WORK SITE: _____ LOCAL UNION NO. _____

I hereby assign to the International Union, Security, Police and Fire Professionals of America (SPFPA), hereinafter referred to as the "Union," some any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the International Secretary-Treasurer may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time in accordance with its Constitution and By-Laws. I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as they be agreed upon between you and the Union at any time while the authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery thereof to you, or until the termination of the collective bargaining agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and that the irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than ninety (90) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

This authorization to make payment to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and it shall be applicable to any successor or assign of my current Employer. While contributions or dues to the Union are not tax deductible as charitable contributions for Federal income tax purposes they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: ___/___/___ Signature _____ Date _____
Rate of pay \$ _____ Print Name _____
Employee ID # _____ Address _____
City _____ State _____ Zip _____
* No Dues will be deducted until there is a contract with the Employer.
Revised 2/16



NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

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ROSEVILLE MI 48066-9800

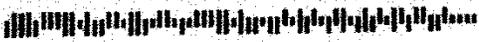


EXHIBIT 2

MINIMUM WAGE RATES

Minimum Wage Rate

		New Rate Effective 3/11/2018
Security Officer	Grade 39	\$21.12
Sr. Security Officer	Grade 40	\$22.78
SPO I	Grade 41	\$25.31
SPO II	Grade 42	\$25.31
SPO III	Grade 43	\$26.41
SPO IV	Grade 44	\$27.57
Dispatcher	Grade 45	\$25.31
Sr. Dispatcher	Grade 46	\$26.41