Collective Bargaining Agreement

Between

Centerra, Group, LLC

And

United States Court Security Officers (USCSO)

For the

United States Marshal Service, 2nd Circuit

Districts of Northern, Eastern, Western,
& Southern New York

October 1, 2022, through September 30, 2025

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ARTICLE 1: GENERAL PROVISIONS

Section 1.1. Parties

This Agreement is made and entered into by and between Centerra Group, LLC, hereinafter referred to as the "Employer," and the US Court Security Officers (USCSO), hereinafter referred to as the "Union." This Agreement shall be binding upon the parties, their successors, and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

Section 1.2. Bargaining Unit

The bargaining unit is defined as all full-time ("FT") and shared-time ("ST") Federal Court Security Officers ("CSO"), Lead Court Security Officers ("LCSO"), Senior Lead Court Security Officers ("SLCSO"), Special Security Officers ("SSO"), Lead Special Security Officers ("LSSO"), and Senior Lead Special Security Officers ("SLSSO") employed by the Employer at the following location(s):

Circuit: 2nd Circuit

District: Northern, Eastern, Western, & Southern Districts of New York

Jobsite(s): 445 Broadway, Albany; 15 Henry St., Binghamton; 14 Durkey St #360, Plattsburgh; 100 S. Clinton St., (3) Syracuse; Utica, NNY

225 Cadman Plz E (5), 271 Cadman Plz E, One Pierrepoint Plaza (2), Brooklyn; 90-02 161 St. Jamaica, ENY

68 Court St. (2), 300 Pearl St; 2 Niagara St. Buffalo; 100 State St. Rochester, WNY

500 Pearl St, 40 Centre St, 1 Bowling Grn, 1 Federal Plz, 86 Chambers St, 1 St Andrews Plz, New York; 347 Main St. Poughkeepsie; 300 Quarropas St. (2) White Plains, SNY

Excluding all other employees including District Supervisors, office clerical employees and professional employees as defined in the National Labor Relations Act.

NOTE: The positions of SLCSO and SLSSO will not be filled by the Employer once vacated by the present occupants.

Section 1.3. Definitions

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

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

Agreement Term: CBA effective dates and any extensions thereto.

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

Contract: Contract between Centerra Group and the United States Marshals Service to provide Court Security Officer services in the 2nd Circuit.

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

Date of Hire: The date recognized by the Company, pursuant to the Service Contract Act (29 CFR § 4.173) as the employee's contract seniority or anniversary date.

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

Employee: An employee of Centerra covered by this Agreement.

Employer: Centerra Group, a Constellis Company

Full-time employee: An employee who is designated as a full-time employee by the Company and is regularly assigned up to a 40-hour workweek.

Government Directed Change: Any direction given to the Company by the United States Marshals Service or other U.S. Government agency which affects the staffing or scheduling of employees on the contract. These changes include post closures, post start-ups or modifications, modified post staffing requirements, government directed employee transfers or removals, final denial of security clearance, or any other changes.

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

Group/Class Action Grievance: Grievance filed on behalf of two (2) or more employees for the same alleged violation of the Agreement.

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

Overtime: Wages paid at the rate of 1½ times the employee's regular rate for all hours worked in excess of forty (40) hours worked per workweek and/or in compliance with state and local laws.

Probationary employee: Employees will be considered probationary for a 90-calendar day period and completion of Phase 1 training after their hire date as a CSO.

Security and Suitability Clearance: Appropriate personnel security clearance level granted by the U.S. Government to an employee working on the contract.

Shared-time employee: An employee who occupies a Shared-time position.

Steward/Vice President: An elected or appointed Union official representing Union members.

Straight-Time Hours: Straight-time hours include regular hours worked, vacation actually taken, holidays, personal/sick leave taken, paid jury duty hours, paid bereavement hours, and training. Straight-time hours do not include hours paid at overtime and double-time rates or hours associated with vacation or personal/sick leave paid in lieu (e.g., "cashed-out").

Union: The union and its units as described in Article 1, section 1.2. of this Agreement.

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

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

USMS: United States Marshals Service

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

Section 1.4. Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of the President, Executive Vice-President, Business Agent and up to four District Unit Vice-Presidents from each of the districts of New York or their Alternates to represent the employees in collective bargaining negotiations. The union will provide the names of the committee members and the Employer will allow the time off to negotiate.

Section 1.5. Union Security

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

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

(1) Become a member of the Union and remain a member or

(2) Pay the Union a service fee. The amount of this service fee shall be a percentage of chargeable against non-chargeable items. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

(3) Employees who are members of and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the employee's individual behalf. Further, any employee who exercises this option, shall quarterly submit to the Union proof that the charitable contributions have been made.

(c) Before any termination of employment pursuant to this Section becomes effective, the employee shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, the Union shall notify the Employer and provide proof of notice. If such fee and/or dues are tendered within 10 days after the employee receives this notification from the Employer, his/her dismissal under here shall not be required. If termination is administered under this provision, the reason will be given in writing. Termination of employment will not occur if there is an ongoing dispute between the affected employee and the Union.

(d) The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

(e) The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by and employee(s) and compliance with the law. The Employer will be entitled to defend itself utilizing the attorney(s) of its choice.

Any abuse of this Section may result in mandatory payment of back fees, dues and costs may be levied and/or disciplinary action up to, and including, termination.

Section 1.6. Steward System
The Employer agrees to recognize a steward system.

The Union agrees that the Union representatives will work at their regular jobs at all times except when they are properly relieved to attend to the grievance procedure as outlined in this Agreement.

At an employee's request, the Employer will call for a Union representative prior to any discussion with an employee that may reasonably be expected to lead to disciplinary action. The Supervisor, at the request of the employee, will release the Union representative as soon as possible. If no Union representative is available, the employee may ask to reschedule the discussion in which that request shall be granted by the Employer.

Union representatives shall be paid for time spent meeting with the Employer. The Union representative will not be paid for time spent investigating grievances or preparing grievance documents.

“Management” as used in this Agreement, refers to District Supervisors, Contract Managers and Corporate representatives; Lead and Senior Lead Court Security Officers are not considered management and should not be present during the questioning of another Union member unless they are serving in the capacity of a Union Steward.

Section 1.7. Dues Check-off

The Employer agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the employee on a form provided by the Union. The employee, upon written notice served upon the Employer and the Union, may revoke such authorization as provided in the employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Employer may legally do so. The Employer will be advised in writing, by the Union, as to the dollar amount of the Union membership dues or service fee.

The Employer will remit all such deductions to the Financial Secretary/Treasurer/Business Agent no later than 15 business days from the date that the last deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Employer with the relevant financial institution information, including routing number and account number for direct deposit. The Employer shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and number of dues, no later than 15 business days of each remittance.

The Union agrees to hold the Employer harmless from any action or actions growing out of these deductions initiated by an employee against the Employer and assumes full responsibility of the dispositions of the funds so deducted once they are paid over to the Union. Errors made by the Employer in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Employer’s attention.

ARTICLE 2: SENIORITY

Section 2.1. Seniority Defined

Union seniority shall be the length of continuous employment from the last date of hire within the bargaining unit in the position of a full or shared-time CSO, LCSO, SLCSO, SSO, LSSO and SLSSO, including any member assigned to the Courts, U.S. Probation Offices, and U.S. Attorney's Offices for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the employee has successfully completed their probationary period.

Seniority shall be applicable in determining the filling of vacancies, order of layoff and recall, shift bidding, vacation schedules, holidays, extra work, overtime, and other matters as provided for in this Agreement. For the purpose of shift bidding, vacation schedules, holidays, extra work, and overtime, seniority shall be site specific. For unplanned events, emergencies, or no-notice Client personnel requests, the DS can use personnel immediately available to fill post/additional staffing requirements bypassing seniority. In the Districts that currently have shift bidding, once a year, in the month of October, full-time employees at each location shall bid their shift schedules among designated full-time assignments in order of seniority.

When providing names to the USMS for USMS training school(s), the Employer will provide names in order of seniority, when possible.

Any employee who is granted an approved leave of absence will retain all seniority rights.

Section 2.2. Seniority Lists

The Employer, using service credit information, will provide a seniority list to the Union upon request for each building or site. The Union will break ties in seniority by a fair and non-discriminatory method of its own devising.

Section 2.3. Personal Data

Employees shall notify the Employer in writing, on the Employer provided form, of their proper mailing address, email address and telephone number or of any change of name, address, or telephone number and provide a valid email address. The Employer will send a copy to the Union, and both shall be entitled to rely upon the last known address in the Employer's official records.

Section 2.4. Transfer Out of Unit

Any bargaining unit employee who is promoted to a non-bargaining unit position for more than 180 days shall lose their Union seniority from the first day in a non-bargaining unit position. If they return to the bargaining unit more than 180 days later, they shall regain their Union seniority date (one-time only), excluding the time in the non-bargaining unit position, upon completion of 365 days back in the bargaining unit.

Section 2.5 Probationary Employees

The Union will represent probationary employees for problems concerning wages, hours, and working conditions, but the Employer reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of probationary employees without recourse to the grievance procedure contained in this Agreement.

Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to their date of hire. The probationary period can be extended by mutual agreement between the Employer and the Union.

Section 2.6. Termination of Seniority

The seniority of an employee shall be terminated for any of the following reasons:

(a) The employee quits or retires.

(b) The employee is discharged.

(c) A settlement with the employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer.

(d) The employee is laid-off for a continuous period of more than 3 years.

(e) The U.S. Government revokes the employee's credentials.

(f) The employee is permanently transferred out of the bargaining unit under and subject to Section 2.4 above.

(g) The employee accepts a position outside of the bargaining unit and does not return to the bargaining unit for a period of 18 months.

NOTE: Full seniority will be reinstated should an employee who has been removed on a non-voluntary basis be re-credentialed by the USMS.

ARTICLE 3: JOB OPPORTUNITIES

Section 3.1. Filling Vacancies

If a vacancy occurs in a full-time or shared-time position covered by this Agreement or a new position is added and the Employer chooses to fill the position, the job will be posted for a period of five business days at all locations within the job sites. Any employees who have notified the District Supervisor in writing of their intent to apply for a full-time or shared-time position and who are not scheduled to work during the five-business day posting period and any employees on vacation or on other approved leave will be notified by the Employer. The District Supervisor will notify the Union's Unit Vice-President of such notices and openings.

When a vacancy occurs, the Employer will fill the position with the most senior employee who has applied for the position in writing, who will be trained (if required) to fill any necessary special qualifications for the new position. This provision does not apply to Lead Court Security Officer vacancies.

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee to a vacant or new position until the position is filled in accordance with Article 3.1 or assign an employee to a position that is part of a temporary security assignment directed by the USMS, regardless of the location. This assignment shall be voluntary, based on seniority and qualifications. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees assigned shall receive the higher of the base wage available either from the temporary assignment or their regular work site whichever is greater. Temporary shift assignment within a site will be limited to 30 days as long as scheduling and manpower allow. This may be extended by mutual written agreement between the Employer and the Union.

Once an employee has submitted a bid for a vacancy that bid may not be withdrawn unless agreed upon by the Employer and the Union.

Section 3.2. Full-time & Shared-Time Employees

The Employer shall provide CSO coverage by using a combination of full-time positions and shared-time positions. Full-time positions are positions where the CSO is scheduled to fill that position for a 40-hour workweek, 52 weeks per year (minus holidays). Share-time positions are also 40-hour workweek positions that are filled by two CSO's for a combined total of 40 hours per week; however, each shared-time CSO may be scheduled up to 40 hours per week. The Employer is required to use shared-time position CSO's to:

(a) Provide full staffing level coverage.
(b) Increase security levels as needed.
(c) Avoid overtime.

Share-timed position employees may be required to work any tour of duty required by the Employer. The Employer has sole discretion in assigning these tours. The Employer will give the shared-time position employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action as outlined in Article 8 of this Agreement.

Section 3.3. Layoff & Recall

In the event of layoffs or recall, when full-time or shared-time positions are being reduced, probationary employees will be laid off first. Should it be necessary to further reduce the work force, employees will be retained on the basis of seniority. Recall of employees will be accomplished by recalling the last laid off employee first, and so on.

In the event of a layoff, or reduction in hours, the Employer will provide the Union with as much advance notice as possible and will meet with the Union to bargain impact and implementation of the staff reduction plan.

In the event of a reduction of hours, shared-time employees shall be reduced first, then the full-time if required. All shall be done by seniority order.

Section 3.4. Temporary Assignments

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee to a vacant or new position or assign an employee to a temporary security assignment directed by the USMS, including temporarily assigning an employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority and qualification and shall not exceed 90 days per employee, this may be extended with an agreement between the Employer and the Union. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

Employees involuntarily assigned will receive the higher of the base hourly wage available to employees regularly assigned to the site to which the employee is being transferred (providing that the Employer is the contractor on the site to which the employee is being transferred), or their regular hourly wage they receive at their regular site under this Agreement.

Section 3.5. Selection & Removal of Lead CSO's

The selection and removal of Lead Court Security Officers will be at the sole discretion of the Employer.

ARTICLE 4: GOVERNMENT SUPREMACY

The Employer and its employees are providing a service to the United States Government, which bears responsibility and authority for providing security to federal judicial facilities. Express written or verbal directives of the U.S. Government shall supersede all provisions of this Agreement and are not subject to the grievance procedure.

ARTICLE 5: GOVERNMENT REQUIRED CREDENTIALS

Employment as a Court Security Officer or Lead Court Security Officer requires, as a condition of employment, that the employee maintain a current, valid Special Deputation as a Court Security Officer issued by the United States Marshals Service and a current, valid driver’s license issued by his or her state of residence. Employees who fail to do so will be considered to have resigned voluntarily.

ARTICLE 6: NON-DISCRIMINATION

There shall be no discrimination against any employees within the collective bargaining unit covered by this Agreement (including, for the purpose of this anti-discrimination provision of the Agreement, probationary employees) by reason of race, color, religion, sex, national origin, disability, age or any other characteristic protected by any Federal, State, City, County, municipal or other local statute, law, regulation, rule or ordinance, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 (herein collectively referred to as statutory claims). There shall also be no retaliation against those employees covered by this Article for pursuing their rights, statutory and contractual, under this Article.

Any claims made under this Article shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 7: MANAGEMENT RIGHTS

Section 7.1. Enumerated Rights

The Employer reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservations of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstanding or grievances in the future, to specify by way of illustration and without limitation some of the rights reserved to the Employer, which it may exercise in its sole discretion, and which might otherwise be a source of potential controversy, these rights being:

(a) Hire.

(b) Assign work and schedule.

(c) Promote and demote.

(d) Discharge, discipline, or suspend.

(e) Determine the size and composition of the workforce, including the number of, if any, employees assigned to any particular shift and the number of full-time and shared-time employees.

(f) Make and enforce work rules not inconsistent with the provisions of this Agreement.

(g) Require employees to observe reasonable Employer rules and regulations.

(h) Determine whether an employee may take unpaid leave when all forms of paid leave have been exhausted.

(i) Determine the qualifications of an employee to perform work.

(j) The right to determine, direct, and change the work operations and work force of the Employer.

(k) The right to ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed.

(l) The right to determine the type and quantity of machines, equipment, and supplies to be used and the purchase, control, and use of all materials, equipment, and supplies that are purchased, used, or handled by the Employer.

(m) The right to sell, lease, shut down, or otherwise dispose of all or part of the Employer's assets or business operations.

(n) The right to introduce changes in the methods of operations, jobs, or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate unit jobs.

(o) The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Employer, regardless of whether it is related to his principal duties provided the assignment is lawful and safe and that the employee is qualified to perform it.

(p) The right to hire, promote, transfer, and lay off employees covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred, or laid off.

(q) The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime.

Section 7.2. Retained Rights

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

Section 7.3. Effect of National Labor Relations Act

Management shall not implement any changes to subjects covered in the mandatory bargaining list as provided for in the National Labor Relations Act, Section 8(d).

ARTICLE 8: DISCIPLINE

Section 8.1. Just Cause

No employee, after completion of his or her probationary period, shall be disciplined or terminated without just cause. It is agreed by the parties that in instances when the employee is removed from working under the USMS contract by the USMS, or when the employee's authority to work as a Court Security Officer under the USMS contract is otherwise denied or terminated by the USMS, or the employee no longer satisfies the USMS's qualifications for his or her position, the employee may be terminated without recourse to the procedures under this Agreement.

Section 8.2. Serious Offenses

Employees shall be subject to discipline or discharge for just cause. The Employer' discipline policy is outlined in the "Constellis Progressive Disciplinary Policy" which is subject to revision from time to time. Should the Employer revise the disciplinary policy, the Union shall be provided a minimum of 14 days' prior notice of any change. It is understood that the Union reserves its right to bargain over any revisions thereto.

Additionally, among the actions which may, as deemed appropriate by the Employer, result in and establish cause for discipline (including immediate dismissal) shall include, but shall not be limited to: abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the USMS and the Court; conduct which impugns or disparages the USMS, the Court, the Employer or any of their agents or employees to the Government or other third parties, except when such conduct is privileged under specific law; inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform; violation of the CSO Performance Standards or Deadly Force standards; dishonesty; misappropriation of funds or government or Employer resources; theft; falsification of time; falsification of official documents or records; assault; intoxication or drinking on duty, or illegal use or possession of drugs or narcotics; immoral conduct; fighting; threats; breach of building rules or regulation; post abandonment or leaving post without proper relief;

sleeping or being inattentive while on duty; destruction of property; failure to properly screen; criminal misconduct or violations of the Employer's EEO or harassment policies.

Section 8.3. Progressive Discipline

The Employer recognizes the principals of progressive discipline. Accordingly, the Employer will consider utilizing progressive steps (e.g., reprimands or warnings, followed by suspension, followed by termination), as it deems appropriate considering the circumstances. Therefore, nothing herein shall require the Employer to begin the disciplinary process at any particular level, and that the Employer's right to determine that immediate termination is appropriate in certain situations is therefore not limited by this provision.

Discipline will not be considered for purposes of progressive discipline after a twelve (12) month period from the date of the alleged infraction.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 9.1. Intent

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of a material provision of this Agreement, except as limited by Articles 4, 5, 6 and 7 of this Agreement.

Either party to this CBA may file a grievance under this Article.

Section 9.2. General Provisions

The number of days outlined in Section 9.3 below for the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. When used in this Article, the term "days" shall mean working days, not including Saturdays, Sundays, legal holidays, or days when the local worksite or corporate office of the Employer are closed.

Extensions of time may be granted in writing by mutual consent between the Employer and the Union.

Section 9.3. Timeliness

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

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

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

Section 9.4. Grievance Procedure

All grievances shall be presented and processed in accordance with the following procedures:

(a) **Step 1 – Notice to District Supervisor**

Within 15 business days after the occurrence of an event upon which a grievance is based, the grieving employee having a grievance and/or Steward will submit the grievance in writing to the District Supervisor or his designee. The District Supervisor or his designee shall respond in writing to the grievance within 15 business days after submission of the grievance. If the grievance is not settled, it may be appealed in writing to Step Two within 15 business days after receipt of the District Supervisor's response.

(b) **Step 2 – Notice to Contract Manager**

If the matter is appealed to Step Two, a meeting will be held between the grievant, Steward, and the Contract Manager or his designee within 15 business days of receipt of the appeal. It is agreed that this meeting shall be held telephonically. The Contract Manager or his designee shall render a written response within 15 business days after the meeting is held. If the grievance is not settled, it may be appealed in writing to Step Three within 15 business days after receipt of the Contract Manager's or his designee's response.

(c) **Step 3 – Notice to Director of Operations**

If the matter is appealed to Step Three, a meeting will be held between the grievant, Steward and Director of Operations or his designee within 15 business days of receipt of the appeal. It is agreed that this meeting shall occur telephonically. The Director of Operations or his designee shall render a written response within 15 business days after the meeting is held. If the grievance is not settled, it may be appealed in writing to arbitration.

Section 9.5. Grievance for Discipline

Any grievance involving discharge or other discipline may be commenced at Step 2 of this procedure. The written grievance shall be presented to the Contract Manager through the District Supervisor or designee within 15 business days after the occurrence of the facts giving rise to the grievance.

Section 9.6. Class Action

The Union shall have the right to file a group grievance (class action) involving more than one employee at Step 1 of the grievance procedure.

Section 9.7. Individual Grievances

No individual may move a grievance to arbitration.

ARTICLE 10: ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 9.4 of this Agreement, that remain unsettled, may be processed to arbitration by the Union. The Union will give the Employer's Director of Labor Relations written notice of its desire to proceed to arbitration not later than 15 business days after rejection of the grievance at Step 3. Grievances which have been processed in accordance with the requirements of Section 9.4 which remain unsettled shall be processed in accordance with the following procedures and limitations.

Section 10.1. Selection of an Arbitrator

Within 15 business days of providing written notice of its desire to proceed to arbitration, the moving party shall request the Federal Mediation and Conciliation Service ("FMCS") to furnish a list of seven available arbitrators to both parties and shall be responsible for all associated costs of FMCS providing the list. Each party may have a one-time right to reject an arbitration panel. The party rejecting a panel shall be responsible for obtaining a new one from the FMCS and all associated costs of FMCS providing the new list.

An Arbitrator will be selected from the list obtained from FMCS by the parties alternately striking from the list until one name remains, and this individual shall be the Arbitrator to hear the grievance. The moving party shall be the first to strike from the list of arbitrators.

Section 10.2. Decision of the Arbitrator

The Arbitrator shall commence the hearing at the earliest possible date. Hearings shall be scheduled such that they will be completed in one continuous session, unless the hearing exceeds five days, or unless mutually agreed by the parties.

The decision of the Arbitrator will normally be rendered within 30 days of the latter of the close of the hearing or submission of post-hearing briefs (unless extended by agreement of the parties) and shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. Any award of back pay may not commence more than 10 days prior to the date of the written grievance. The burden of proving back pay is with the grievant and is limited to the amount of wages the employee would have otherwise earned, less any unemployment compensation, interim earnings, or other appropriate off-sets. In the case of a discharge, the grievant must demonstrate he or she exercised reasonable diligence to find other employment in order to recover back pay.

It is understood and agreed between the parties that the Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall not have the power to order any remedial relief not contained in the Agreement, including but not limited to "front" pay and reinstatement where the employee has been removed by the government or is no longer qualified. The Arbitrator may not alter or change wage rates or benefits. The Arbitrator's decision must include findings of fact and the legal basis for the decision.

Section 10.3. Arbitration Expense

The Arbitrator's fees and expenses, including any travel expenses and the cost of any hearing room, shall be borne by the non-prevailing party. In the event that the Arbitrator rules partially in favor of the Union and partially in favor of the Employer, these costs will be shared equally between the Employer and the Union.

Section 10.4. Parties Expenses

Regardless of the arbitrator's decision, each party will bear its own legal fees and costs. Each party is responsible for all other expenses it incurs, including the compensation costs and travel expenses of any witnesses whose attendance said party requires at arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

Section 10.5. Resolution of Grievances

At any stage, the parties may settle any open grievance. Unless agreed by the parties, any settlement is on a non-admission, non-precedent setting basis.

Section 10.6. Deferred Cases

If the NLRB defers an Unfair Labor Practice (ULP) to the grievance and arbitration procedure, the parties will attempt to resolve the matter within 30 days through the invocation of the procedures of Section 9.4 beginning at Step 3 of the grievance procedure as prescribed in Article 9 of this Agreement.

ARTICLE 11: WAGES & FRINGE BENEFITS

Section 11.1. Wages

The Employer agrees to provide employees with compensation and fringe benefits as required by the McNamara-O'Hara Service Contract Act and other applicable laws, including but not limited to the Family Medical Leave Act of 1995 and the Uniformed Services Employment and Reemployment Rights Act of 1994.

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

Section 11.1.1. CSO/SSO Wages

Cir	Area	District	Current Wage	October 1, 2022	October 1, 2023	October 1, 2024
2	Brooklyn	ENY	$41.97	$43.63	$45.18	$46.76
2	Albany	NNY	$34.95	$36.33	$37.62	$38.94
2	Binghamton	NNY	$34.95	$36.33	$37.62	$38.94
2	Plattsburgh	NNY	$34.95	$36.33	$37.62	$38.94
2	Syracuse	NNY	$34.95	$36.33	$37.62	$38.94
2	Utica	NNY	$34.95	$36.33	$37.62	$38.94
2	New York City	SNY	$41.97	$43.63	$45.18	$46.76
2	Poughkeepsie	SNY	$41.97	$43.63	$45.18	$46.76
2	White Plains	SNY	$41.97	$43.63	$45.18	$46.76
2	Buffalo	WNY	$36.09	$37.52	$38.85	$40.21
2	Rochester	WNY	$36.36	$37.80	$39.14	$40.51

Section 11.1.2. LCSO/SLCSO

Cir	Area	District	Current Wage	October 1, 2022	October 1, 2023	October 1, 2024
2	Brooklyn	ENY	$46.15	$47.97	$49.67	$51.41
2	Brooklyn D/LCSO	ENY	$48.22	$50.12	$51.90	$53.72
2	Albany	NNY	$38.10	$39.60	$41.01	$42.45
2	Binghamton	NNY	$38.10	$39.60	$41.01	$42.45
2	Syracuse	NNY	$38.10	$39.60	$41.01	$42.45
2	Utica	NNY	$38.10	$39.60	$41.01	$42.45
2	New York City	SNY	$46.15	$47.97	$49.67	$51.41
2	New York City D/LCSO	SNY	$48.22	$50.12	$51.90	$53.72
2	Poughkeepsie	SNY	$46.15	$47.97	$49.67	$51.41
2	White Plains	SNY	$46.15	$47.97	$49.67	$51.41
2	Buffalo	WNY	$39.67	$41.24	$42.70	$44.19
2	Buffalo S/LCSO	WNY	$41.45	$43.09	$44.62	$46.18
2	Rochester	WNY	$39.47	$41.03	$42.49	$43.98

Section 11.2. Call-in Pay

An employee who is called into work or who reports to works as scheduled without having been notified not to report to work shall be paid four hours of call-in pay at their regular rate of pay.

Section 11.3. Shared-time Proration

All proration of shared-time employee's hours will be based on hours paid.

Section 11.4. Pay Date & Direct Deposit

Paydays shall be bi-weekly, every other Friday. Pay stubs will be available via the Employer's payroll provider website to all employees.

All employees are required to be paid via direct deposit, except where prohibited by applicable law.

Section 11.5. Shift Differential

A shift differential of 5% of the employee's regular hourly rate shall be paid for all hours worked between 6 pm and 6 am.

Section 11.4. Call-in Pay

An employee who is called into work or who reports to works as scheduled without having been notified not to report to work shall be paid four hours of call-in pay at their regular rate of pay.

Section 11.5. Training or Range Instruction Pay

CSOs performing training or range instruction shall receive LCSO pay for hours worked in that position.

Section 11.6. Paid Sick/Personal Leave

(a) Full-time CSOs will have a front-end load on 10/01 of every contract year of 56 hours. All CSOs will cap out at a maximum of 56 hours per government contract year.

(b) Shared-time CSOs will have a front-end load at the beginning of each contract year of 28 hours of Paid Sick/Personal Leave. After working 840 hours, additional Paid Sick/Personal Leave can be earned at the rate of 1 hour for every 30 hours worked up to a combined maximum of 56 hours per contract year. Paid Sick/Personal Leave earned beyond the initial amount of 28 hours will be available as it is accrued.

At the end of the contract year, all CSOs will be cashed out of the remaining hours in their Personal/Sick Leave account. Furthermore, should the Employer leave the contract before the end of a contract year, unused Personal/Sick Leave hours shall be paid to affected employees.

If a CSO uses all their time and leaves the program prior to "accruing" the time that was front-end loaded to them, the deficiency amount will be deducted from their last paycheck(s).

(c) Any CSO starting on or before April 30th of each contract year will be front end loaded 28 hours of Personal/Sick Leave. After working 840 hours, additional Paid Sick/Personal Leave can be earned at the rate of 1 hour for every 30 hours worked up to a maximum of 56 hours per contract year. Personal Sick Leave earned beyond the initial amount of 28 hours will be available as it is accrued.

(d) Employees hired after April 30th will earn their leave as they go at a rate of 1-hour for every 30 hours worked, up to a maximum of 56 hours which will become available as it is earned.

Personal/Sick Leave cannot be scheduled/taken in conjunction with vacation.

(e) Personal/Sick Leave may be taken in no less than one (1) hour increments and shall be paid when taken by the employee as approved in advance by the Site Supervisor.

(f) Personal/Sick Leave (and Vacation) time may be used to cover absences caused by:

(1) A physical or mental illness, injury, or medical condition.

(2) Obtaining diagnosis, care, or preventive care from a health care provider.

(3) Caring for employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close Union with the employee is the equivalent of a family

relationship who has any of the conditions or needs for diagnosis, care, or: preventive care described in (1) or (2) or is otherwise in need of care.

(4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.

(g) Any employee who is unable to report to work because of a reason listed under (f) above must notify the Employer at least two hours prior to the beginning of his/her shift in order to be eligible for paid personal/sick leave benefits. For foreseeable absences, employee should notify the Employer at least seven days prior to the requested leave. Proof of absence may be required for three or more consecutive days. Disciplinary action, up to and including termination of employment, may result from excessive, unapproved absenteeism in accordance with Article 8 of this Agreement.

(h) Unused Personal/Sick Leave will not be paid out to an employee at their separation or at their termination. If an employee separates from the company but is rehired within 12 months of separation, their Personal/Sick Leave balance at separation will be reinstated.

(i) **New York State Paid Leave**

Employees working in the State of New York may be eligible to participate in the New York Paid Family Leave program which provides paid time off for the following reasons:

- Bonding with a newly born, adopted, or fostered child of the employee;
- Caring for a close relative with a serious health condition; or
- Assisting with family situations when a family member is deployed abroad on active military service

More information about qualifying for this leave provision is located at ny.gov/Paid Family Leave.

In order to utilize this Paid Family Leave, an employee must notify the Employer at least 30 days prior to the anticipated start of the leave, or as soon as possible for leave that is unforeseeable. The employee must then complete and submit required forms with the state of New York through ny.gov/Paid Family Leave.

Employees utilizing Paid Family Leave may but are not required to use any eligible personal/sick and vacation time during the leave period until such company leave is exhausted.

If the federal Family Medical Leave Act also applies to any such leave, it shall run concurrently with any leave taken under the New York Paid Family Leave program.

(j) **New York City Paid Sick and Safe Leave Law**

Employees working within the City of New York may be eligible to use up to 40 hours per year at their regular hourly rate for safe and sick leave under the amended Earned Safe and Sick Time Act (Paid Safe and Sick Leave Law). This law permits paid time off to be used for the following situations:

- The care and treatment of themselves or a family member; and
- To seek legal and social services assistance or take other safety measures if the employee or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.

More information about qualifying for this leave provision is located at nyc.gov/Paid Sick Leave.

Any leave requested which meets the covered situations under the New York City Paid Sick and Safe Leave Law shall qualify as permissible Personal/Sick Leave. Any leave taken under this law will be deducted from the Personal/Sick Leave allocation for each employee. If an employee has exhausted all Personal/Sick leave, the Employer is not obligated to grant further leave under this law and will consider requests for unpaid leave on a case-by-case basis.

(k) **Westchester County Safe Time Leave Law**

Employees working within Westchester County may be eligible to use up to 40 hours of paid time off, in addition to any personal/sick time allotment and vacation allotment if an employee is the victim of domestic violence or human trafficking. This leave is provided to such victims for the purposes of:

- Attending or testifying in a criminal or civil court proceeding related to domestic violence or human trafficking; or
- Moving to a safe location Any such request should be directed to the District Supervisor, Contract Manager, or corporate HR department, and reasonable documentation will be required. Any such information will be kept confidential, shared only with those individuals within the company who have a need-to-know.

(l) **New York City Temporary Schedule Change Law**

This CBA waives the provisions of New York City’s Temporary Schedule Change Law enforced by the New York City Department of Consumer Affairs Office of Labor Policy & Standards.

Employees may initiate mutual changes to the published schedule by submitting the request to trade shifts in writing, using the Employer supplied form and procedures. All requests must be pre-approved by the District Supervisor and will affect only those named employees.

(m) New York State Voting Leave

Employees shall be afforded time off, including paid time off, if applicable, for the purposes of voting in accordance with New York State law.

Section 11.7. Bereavement Leave

In the event of death in the immediate family, the employee will be granted up to five paid days of bereavement leave per occurrence, to be utilized as needed to replace scheduled workdays. Paid bereavement leave shall not cause the employee to be paid more than 40 hours of pay during any workweek.

For the purpose of this section, the immediate family is defined as the father, stepfather, mother, stepmother, spouse or domestic partner, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother -in-law, sister-in-law, grandfather, grandmother, children, foster children currently residing with the employee, grandchildren, and stepchildren of the union.

A copy of the death certificate, obituary, or funeral program and proof of relationship, along with a copy of the employee' published schedule that reflects the employee's scheduled days during the funeral leave must be provided to the Employer upon the employee's return from bereavement leave.

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

Section 11.8. Jury Duty

The Employer will comply with all State and Federal regulations regarding employees' service for jury duty. Full-time employees will be compensated for up to ten (10) days paid at the employee's regular rate of pay, minus any pay collected for serving, per Government contract year, for scheduled days of work missed while on jury duty. Shared-time employees will be compensated for up to five (5) days paid at the employee's regular rate of pay, minus any pay collected for serving, per Government contract year, for scheduled days of work missed while on jury duty. Proof of days served on jury duty must be provided to the company to receive payment.

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

Section 11.9. Uniform Maintenance Allowance

The Employer will pay the employee an allowance of $0.11 on all hours worked, up to 40 hours per week. This benefit is payable in cash to each individual employee. These terms apply to any successor to this CBA.

The Employer will provide foul weather gear for each employee as is authorized and funded by the USMS for each employee or in exchange of the Blazer, distributed every three (3) years. The Company shall issue uniforms annually subject to the direction of the USMS.

ARTICLE 12: HEALTH & WELFARE

Section 12.1. Health & Welfare Payments

The Employer will make the following health and welfare contributions as noted below, up to 40 hours paid per week and up to a total of 2080 hours per contract year for all employees covered by this Agreement:

Current Rate	October 1, 2022	October 1, 2023	October 1, 2024
$5.10	$5.30	$5.50	$5.70

Section 12.2. Health & Welfare Benefit Program ("HWBP")

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

The HWBP shall contain, at a minimum, the following offerings available for selection by eligible employees:

(1) Major medical plan that meets the minimum value requirements of the Affordable Care Act.

(2) Voluntary and/or Supplemental dental plan.

(3) Voluntary and/or Supplemental vision plan.

(4) Voluntary life insurance.

(5) 401(k) plan with multiple investment options.

(6) Other benefits as offered by the Employer.

Any employee who does not select a Major Medical Insurance Plan, will automatically be enrolled into the least expensive Major Medical Plan if the employee has not provided proof of credible coverage. Any additional funds left over will be placed into the default 401(k) fund as deemed by the Plan Trustee.

Section 12.3. Third-Party Administrator ("TPA")

All benefit plans covered through this plan may be administered through a TPA selected by the Employer and will continue as such through term of CBA. TPA's shall be selected at the discretion of the Employer and are subject to change as business needs change.

The Employer will ensure TPA Administration fees are reasonable and within industry standards. Fees are based on the number of people participating in the program and are subject to change based on participation levels. These fees will be paid out of H&W dollars.

Section 12.4. Miscellaneous

Employees may enroll eligible dependents in the medical, dental, and vision plans, as well as dependent life insurance. The premium cost for dependent coverage(s) will borne by the employee through payroll deduction.

The Employer's benefit offerings renew on an annual basis. The actual costs of employee elected coverage(s) may change from year to year. Any changes will be conveyed to employees during annual open enrollment period.

Any costs not covered by the H&W contribution for additional coverage(s) elected by an employee, or for an employee's eligible dependents, shall be the responsibility of the employee and deducted from each paycheck. Employees shall be responsible for making premium payments in the event the amount of any earnings do not cover the amount(s) due to the Employer.

The 401(k) plan shall permit employees the opportunity to make two standard distributions during any single plan year for a fee of $75.00 or less. Other distribution options are available. Employees under the age of 59½ will be subject to IRS rules regarding hardship withdrawals.

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

Employees on an approved Leave of Absence shall be responsible for the continuation of premium payments during their absence, consistent with applicable law(s).

ARTICLE 13: VACATIONS

Section 13.1. Eligible Full-time Employees

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under the Service Contract Act.

Eligible full-time employees shall be entitled to annual vacation based on their continuous years of service in the CSO program (based on the employee's anniversary date of employment with the Employer or a predecessor Employer) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule.

Completed Years of Service	Not to Exceed
1	80 hours
5	120 hours
10	160 hours
15	200 hours
20	240 hours
30	280 hours

Section 13.2. Eligible Shared-time Employees

Eligible share timed position employees shall be entitled to pro-rated vacation per the schedule reflected in Section 13.1 of this Agreement, and the number of hours paid in the previous year, and the employee's anniversary date.

Any employee who works a full anniversary year, in part as a full-time position employee and in part as a shared-time employee, shall receive prorated vacation benefits for that year as calculated above.

Section 13.3. Scheduling Vacations

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the employee. Vacation bidding for all employees will take place starting on or about January 2nd of each year for the following January calendar year. Full time employees bid first, when completed shared-time employees bid second. Vacation picks will be in two-week intervals with the bidding process occurring as many times as needed. Vacation will be granted based on seniority and after the results of the bidding process. Vacations requiring more than two weeks will be considered with advance notice to the Employer. All other vacations thereafter shall be on a first-come/firstserve basis. Any CSO-requested changes to vacation time, either canceling or adding, must be requested in writing to the DS seven days before the request to cancel or add leave.

Employees shall not be allowed to go into a negative vacation balance. Employees who cash out vacation time are not entitled to participate in the vacation bidding process. Employees who cash out their vacation may not take vacation during the year unless approved by the Employer under the guidelines set forth in Article 17 of this Agreement.

Section 13.4. Unused Vacation
Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service shall be paid in cash to the employee.

Section 13.5. Pay in Lieu of Vacation
At any time during the year, employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

Section 13.6. Terminating Employees
Upon termination of employment, employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used. (Example: An employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, but not entitled to the additional month of vacation accrued in the new anniversary period).

Section 13.7. Laid-off Employees
Length of service with the Employer shall accrue for the purposes of vacation benefits while an employee is on laid-off status for up to one year. If recalled, and upon reaching their next anniversary date, an affected employee will only receive pro-rated vacation benefits.

Section 13.8. Vacation Increments
Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date. Vacation bidding for full-time and shared-time employees will take place starting October 1st of each year for the following calendar year beginning in January. Vacation will be granted based on seniority and after the results of the bidding process. Vacations requested for more than two weeks will be considered with advanced notice to the Employer.

Consistent with Employer approval, efficiency, and economy of operations, employees with two or more weeks of vacation may take their vacation in segments of less than one week each. Vacation may be taken in no less than four-hour increments.

Section 13.9. Miscellaneous

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

ARTICLE 14: HOLIDAYS

Section 14.1. Designated Holidays

The following days shall be designated as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Jr's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth National Independence Day	Christmas Day
Independence Day Labor Day	Floating Holiday
Labor Day	**Intentionally Left Blank**

Section 14.2. Miscellaneous Holiday Provisions

(a) Full-time Employee

(1) A full-time position employee who is not required to work on a holiday shall be paid eight hours straight time, exclusive of any shift premium for that holiday.

(2) Any full-time position employee who works as scheduled on a holiday shall receive the employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight hours holiday pay at the straight time rate.

(b) Shared-time Employee

(1) A shared-time position employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the employee is paid during the two-week pay period prior to the week the holiday occurs. A share-time position employee shall be granted a minimum of four hours pay per holiday except for Christmas Day and Thanksgiving Day, for which a shared-time employee shall receive eight hours of holiday pay.

(2) Any shared-time position employee who works as scheduled on a holiday shall receive the employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight hours holiday pay at the straight time rate, exclusive of any shift premium for that holiday.

Section 14.3. Miscellaneous

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

(b) Those employees scheduled off on the U.S. government designated holiday, who work the actual holiday, shall receive holiday pay as per Section 14.2(a) and 14.2(b).

(c) In the event the President or Congress declares a new holiday it will become a designated holiday in this Agreement. Employees shall be eligible for payment for this new holiday.

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

ARTICLE 15: HOURS OF WORK & OVERTIME

Section 15.1. Workday & Workweek

For the purposes of this Article, a regular workweek of 40 hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time employees. Shifts shall be designated at the discretion of the Employer to fulfill the needs of the U.S. Government.

Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

Section 15.2. Overtime

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

Section 15.3. Overtime Requirement

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Employer, the employee shall be required to do the work, unless the employee is excused by the Employer for good cause.

Section 15.4. Overtime/Extra Work Distribution

Overtime and extra work will be distributed as equitably and fairly as practicable by seniority on a rotating basis among employees. Any employee who believes they have been deprived of equitable distribution of overtime or extra work in violation of this section, must first bring it to the attention of Employer management and afford the Employer the opportunity to give them an assignment. LCSO's should not be substituted for CSO's when assigning extra work or overtime unless emergency conditions exists or special request by the USMS.

Section 15.5. Timekeeping Policy

Employees will comply with the Employer's Timekeeping Policy and required reporting.

Section 15.6. Rest Periods & Meal Periods

There shall be two 15-minute paid rest periods and one 30-minute unpaid lunch period for each eight-hour shift. These rest periods require that the employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift.

Due to exceptional work requirements, employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Employer recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Employer to avoid this requirement. If an employee is required to work through their lunch break, that employee shall notify their Supervisor prior to the end of their shift.

ARTICLE 16: WORK SHIFTS & PAYMENT POLICIES

Section 16.1. Undisputed Error

Neither the Employer nor the employee will be allowed to go back more than 24 months to audit, adjust, or correct undisputed errors involving vacation pay, sick/personal leave pay, or salary issues unless required to do so by order of the Government. If an error is found, the employee shall be notified in writing prior to any deductions from his/her paycheck.

In case of an error on the Employer's part, the proper adjustment will be made in the next paycheck after the error has been brought in written form to the Employer's attention. Any error, involving eight hours of pay or more, will be corrected and paid within three working days.

Section 16.2. Lead CSO Rates

If additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid the LCSO wage. In the case where there are multiple LCSO wages, the additional LCSO will be paid at the lowest LCSO wage for the site or location where they are assigned. Employees temporarily assigned by management to lead duties will receive the lowest Lead rate of pay for that time in compliance with DOL and SCA requirements.

Section 16.3. Courthouse Closure

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close a Courthouse or Government Building where its employees are assigned. In the event that a closing occurs, employees will be excused and may use personal leave, vacation leave or leave-without-pay.

ARTICLE 17: UNPAID LEAVES OF ABSENCE

Section 17.1. Unpaid Leave of Absence

Consistent with Employer policy, an unpaid leave of absence may be granted at the sole discretion of the Employer without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence requests must be submitted in writing to the District Supervisor and may be taken only after written approval of the Employer.

An employee who does not return from an approved unpaid leave of absence as scheduled and does not apply for, and receive in writing, an extension from the Employer, will be considered to have voluntarily resigned.

Section 17.2. Family Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.

The Company agrees to make its best efforts to accommodate every Employee's need for extended medical leave, even if the site does not qualify for FMLA under the provisions of the law.

During medical leave, the employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work. Any employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from employment.

If the employee files for medical leave on false pretext or works for another employer without pre-authorization from the Employer, the employee will be removed from the CSO program and from employment with the Employer.

Employees must use all paid leave while on approved FMLA leave.

Section 17.3. Military Leave

An employee who is activated, drafted, or voluntarily enters service into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

Section 17.4. Union Leave

The Union Executive Board Member or their alternate will be granted an unpaid leave of absence for up to a maximum of twelve (12) days per contract year upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. The Employer shall respond, in writing, within five (5) days to the employee's written request. More time will be granted upon mutual agreement between the Employer and the Union.

Section 17.5. Processing Unpaid Leaves of Absence

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

All requests for unpaid leaves of absence shall be submitted in writing to the District Supervisor or designee at least 10 business days prior to the date the requested leave will take effect, except in cases of verified personal emergencies, and include:

(a) The reasons for such leave.
(b) The effective dates of such leave.
(c) The estimated date of return to work.

The Employer will respond to the request, in writing, within five business days of receipt of the request from the affected employee.

If the request for the leave of absence is approved, a copy of the approved leave of absence will be provided to the affected employee.

Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the employee within 10 business days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than 30 days.

ARTICLE 18: MISCELLANEOUS PROVISIONS

Section 18.1. Bulletin Boards

The Employer will make its best effort to obtain a space from the U.S. Government for the Union to locate a Union provided bulletin board that will be used for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

Section 18.2. Physical Examinations

The Employer shall pay for any physical/medical examinations and medical follow-up exams that are required by the Employer and/or the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam and pre-approve any expenses.

Employees must pass the physical exam prescribed by the Employer’s contract with the U.S. Government in order to be employed and to maintain employment.

The Employer will pay for the time required for the employee to take required physical exams and medical follow-ups. Payment of time for any exams requiring more than two hours must be pre-approved by the District Supervisor. If the appointment is going to exceed two hours, the employee will call into the District Supervisor or designee to inform them of the delay and request approval for additional time.

Section 18.3. Travel Expenses

Travel expenses will be paid in accordance with applicable Federal Travel Regulations. The Employer will provide advance payments for Employer authorized and approved travel expenses if requested by an employee, at least five days in advance. Any workday that includes travel and totals over 12 hours may require the employee to stay overnight, and the appropriate per diem will be paid. All hours in travel shall be paid in accordance with applicable travel regulations and will be counted as work hours. Employees will be reimbursed for all authorized expenditures of any authorized travel within 30 days from the day the Employer receives the properly completed travel voucher and all required receipts.

All CSO's will be compensated at the current GSA mileage rate for all travel in excess of their normal daily travel distance and to and from the range, if required by State law.

Section 18.4. Break Rooms

The Employer will make its best effort to obtain from the U.S. Government break rooms for breaks and lunch, without management using the room as an office, and will make a reasonable effort to have the U.S. Government provide the room with water. The provision of these facilities is exclusively the prerogative of the U.S. Government.

Section 18.5. Lockers

The Employer will make a reasonable effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make a reasonable effort to support any Union request for separate Locker/Changing facilities. The provision of these facilities is exclusively the prerogative of the U.S. Government.

Section 18.6. Union/Anti-Union Business Prohibited On-Duty

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No employee may leave their post without permission from the Employer under any circumstances. This also applies to anti-union business.

Section 18.7. Safety Policy

It is the policy of the Employer to make all reasonable efforts to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. All worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

The Employer agrees to permit one bargaining unit member selected by the Union to participate in any locally scheduled safety meetings, with government approval.

Section 18.8. OSHA Standards

Employees are expected to report any perceived or actual workplace safety issues to the Company in any U.S. Government provided CSO workstations and break rooms which poses a threat to the safety and health of employees and involves a condition under the control of the client.

ARTICLE 19: CONTINUITY OF OPERATIONS

Section 19.1. No Strikes

The Union agrees that continuity of operations is of utmost importance to the Employer's security operations. Therefore, so long as this Agreement is in effect, the Union agrees that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination, including but not limited to directing the employee(s) involved to cease such activities.

Conduct in violation of this Article is prohibited and is cause for immediate discharge.

Section 19.2. No Lockouts

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

ARTICLE 20: SEPARABILITY OF CONTRACT

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

ARTICLE 21: ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, each was afforded the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all agreements reached by the parties are set forth in this Agreement. Therefore, the Employer and the Union shall not be obligated to bargain collectively over any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement. The parties may agree, in writing, to amend or alter the terms of this Agreement.

ARTICLE 22: TERMINATION OF AGREEMENT

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party not less than 60 days and not more than 100 and 180 days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

ARTICLE 23: DURATION OF AGREEMENT

This Agreement shall be effective from October 1 2022, through September 30, 2025 and supersedes any and all prior agreements or understandings between the parties.

///SIGNATURE PAGE FOLLOWS///

SIGNATURE PAGE

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

FOR: Centerra Group, LLC

Michael W. Goodwin
Director, Labor Relations

8/10/2022
Date

John Drago (2)
John Drago
Contract Manager

08/10/2022
Date

FOR: United States Court Security Officers (USCSO)

Daniel Hauschild
Business Agent

8/9/22
Date