

Collective Bargaining Agreement

Between

DFW SECURITY PROTECTIVE FORCE, Employer

And

ILLINOIS COUNCIL OF POLICE

On Behalf of FAA SECURITY GUARDS 2

Effective: September 30, 2022

Expires: September 29, 2027

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COLLECTIVE BARGAINING AGREEMENT

Section 1. THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into by and between DFW SECURITY PROTECTIVE FORCE, hereinafter referred to as the “Employer” or “Company”, and the ILLINOIS COUNCIL OF POLICE (ICOPs), with offices currently located at 770 Church Road, Elmhurst, IL. 60126 hereinafter referred to as the “Union”.

Section 2. This agreement is made and entered into on this 30th day of September, 2022. This agreement shall be effective as of September 30, 2022, when all economic and non-economic issues included in this agreement become effective and shall continue in full force and in effect until September 29, 2027, for the said locations. The company and the Union agree that the language of this agreement will supersede any past practices.

Section 3. Under this agreement the company and the union collectively agree to treat each other, at all times, with dignity, respect, and fairness in order to efficiently and productively perform their duties and fulfill the obligations of the contract for the client.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all full-time and regular part-time security guards assigned by the Employer to the federal buildings in the state of Illinois pursuant to the Employer’s Contract No. 693KA8-22-D-00034 (the FAA Contract) with the FEDERAL AVIATION ADMINISTRATION and its successor(s), for the provision of security services at said facilities, but excluding all managers, supervisors, assistant supervisors, sergeants, lieutenants, captains, office and/or clerical employees, temporarily assigned employees, substitute employees and all other employees of the Employer.

Section 2. This recognition of the Union only applies to the extent the work is being performed pursuant to the FAA Contract. Furthermore, it is agreed that the Employer should have no liability as a successor employer for events occurring before the execution of this agreement.

Section 3. The term “employee”, when used in this Agreement, shall refer to the employees in the bargaining unit described in Article I, Section 1, above. The term, “full-time employee”, shall refer to employees who are classified as “full-time” and regularly scheduled to work 40 hours per regular workweek (2080 hours annually).

Section 4. It is expressly understood that non-bargaining unit employees may perform bargaining unit work in emergency situations such as last-minute call offs, Emergency Guard Service, or other scheduling emergencies, as determined necessary by the employer and as Allowed by the FAA, provided, however, that the wages and benefits of non-bargaining-unit employees assigned to perform bargaining unit work shall, in no event, be less than the wages and benefits provided by this agreement. It is also understood that, as soon as possible, bargaining-unit employees will be assigned to those duties. It is further expressly understood that the bargaining-unit work shall receive the wages and benefits under this agreement or the wages and benefits normally applicable to employees performing such non-bargaining unit work, whichever is greater.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Employer shall retain all rights, powers, and authority it had prior to entering into this agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign in the workforce; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the workforce; to determine the extent to which and the manner and the means it’s business will be operated or

shut down in whole or in part; to determine whether and to what extent any work should be performed by employees and how it shall be performed; to maintain order and efficiency in the FAA's facilities and operations including the right to select, hire, promote, demote, lay off, assign and-train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the government; to determine and change starting times; quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct, provided that whenever feasible the Company gives the Union prior notice; and to assign duties to employees in accordance with the needs and requirements of the FAA, and the Company, as determined by the Company. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

Section 2. The Company shall retain the sole right to suspend, discipline and discharge employees for just cause, subject only to the express and specific terms of this agreement. Whenever an employee is under investigation, subjected to interrogation or anytime an employee is questioned where discipline (excluding verbal reprimand) may result by the employer or FAA, the employee shall be entitled to those rights set out in the United States Supreme Court Decision *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)*, 1 PERI PAR. 2020 (ISLRB, 1985) and, if requested, the interview or interrogation will stop until the employee can have a representative or attorney from the ICOPs Union office present at the interview or interrogation.

ARTICLE III - SENIORITY

Section 1. Seniority shall be the length of continuous service from the employees last date of hire as a security guard in the bargaining unit for the Company, provided, however, that in the case of an employee who was employed as a security guard by a predecessor federal contractor, seniority shall be the length of the employee's continuous service in federal FAA contracted security, with the Company and its predecessor contractor(s). Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of lay-off and recall, and other situations as provided for in this agreement.

Section 2. Newly hired employees should be regarded as probationary employees for the first ninety (90) calendar days after hire. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Company shall have the sole right to discipline and discharge employees for any reason, no reason, even a mistaken reason, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. During the probationary period, an employee shall not be eligible for employee benefits. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for that absence. The Employer upon written notification to the Union, can extend and any probationary period up to an additional thirty (30) calendar days with documented justification. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to employee's first day standing post. In the event employees share the same date, the employee with the lower last four digits of the social security number shall be considered the most senior.

Section 3. Seniority lists for the bargaining unit will be posted, maintained and updated quarterly by the Employer and shall be made available to proper Union officials not less frequently than once each month. And employee's standing on the posted security list will be final unless protested in writing to his or her contract

manager not later than ninety (90) calendar days after the list has been posted on the bulletin board.

Section 4. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. All notices given under Section 5(d), below, by the Employer shall be by certified mail or personal delivery. The Employer shall be entitled to rely upon the last known address shown in the employee's official records. Employees may be required to provide written acknowledgment of any communication from the Company.

Section 5. The seniority of an employee should be terminated, and employment shall cease for any of the following reasons:

- a. The employee voluntarily quits or retires with or without proper notices;
- b. The employee is discharged under the terms of the agreement;
- c. The employee is absent from work without advising the Company and giving reasons acceptable to the Company for such actions;
- d. The employee fails, within five (5) working days after receipt of the employee notice of recall, to report to work as required by the notice;
- e. The employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Company's operations;
- f. The employee gives a false reason for taking a leave of absence, or engages in other employment during such leave;
- g. Anytime at settlement with an employee has been made for total disability, or for any other reason, if this settlement waives further employment rights with the Employer;
- h. The employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
- i. The employee has falsified or misrepresented information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- j. The employee is convicted of a criminal offense;
- k. The employee commits a serious breach of security;
- l. The employee is grossly insubordinate;
- m. The employee breaches the Employer's or the Government's code /standards of conduct;
- n. The employee fails to establish that he or she satisfies the weapon and medical standard requirements of the FAA, as mandated by the FAA, to continue work under the contract as a security guard;
- o. The employee's credentials to work under the FAA contract are suspended or terminated by the FAA, or the employee is otherwise asked to be removed from working under the FAA contract.

Section 6. The Union and its members recognize that it is not possible to guarantee post assignments under the FAA contract that are permanent in nature. The Employer, however, will endeavor to maintain the same officer at an assigned post, on a regular basis and will fill vacancies, when possible, by the seniority bidding system, provided the employee meets the qualifications for the vacant post, as determined by the Employer and/or the FAA and further provided that personnel assignments remain subject to FAA approval. When a vacancy occurs, it will be initiated within 14 days of the knowledge and confirmation of the opening and post it for a period of seven (7) days, setting out the position and qualifications. All eligible employees will be allowed to bid on said job. Eligible employees are:

- a. DFW employees who have satisfactorily completed the required probationary period,
- b. All employees, referenced in (a) above, who have passed all FAA requirements.

All bids will be awarded to the most senior employee. In cases, where two employees have the same seniority date, the employee with the lowest last 4 digits of their social security number will be awarded the job.

Eligible employees must complete a bid application for the posted position within the seven (7) day posting period.

Candidates must meet the requirements for the job vacancy and be acceptable to the Contracting Officers Technical Representative (the FAA officer in charge of security). If at any time, DFW's client determines that an employee's post assignment is not acceptable, the Company reserves the right to reassign the post via the bidding process. Once an employee has been awarded a bid, he/she may not bid on another post for a period of thirty (30) calendar days. It is the utmost priority of the Employer to meet the terms and conditions of the FAA Contract. To that end, the Employer retains the right to assign employees to posts that will accomplish this vital priority. In the interest of maintain continuing operations, the Employer may temporarily assign an employee to vacant position until the job is filled according to the Article. Employees shall not be assigned to a post outside of the Aurora, Elgin, and O'Hare locations without their consent. If an employee consents to work a post outside of the Aurora, Elgin, or O'Hare locations, such work shall not be covered by or applicable to this collective bargaining agreement.

ARTICLE IV – REDUCTION OR INCREASE IN FORCES

Section 1. If laid off for lack of work, an employee shall be retained on the recall list for a period of one year from the day of layoffs.

Section 2. Whenever there is to be a reduction in force in the bargaining unit, probationary employees will be laid off first. The following procedure will be used to lay off remaining employees.

- a. Employees with the least bargaining unit seniority, working part-time at the time of the layoff, will be the first to be laid off.
- b. Any excess or decreased hours created by the above action will be offered to the remaining employees in seniority order. If an employee retained from layoff declines to work an increased or decreased schedule, the employee will be subject to layoff.
- c. The company will lay off full time employees in reverse seniority order after all of the above procedures have been followed.

Section 3. Employees will be given a minimum of one (1) week notice of lack of work, provided the Company receives the notification from the Government to that effect prior to the two (2) week requirement. Employees notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit which the employee is qualified to perform, provided no additional training or moving expense is required.

Section 4. Employees recalled from layoff shall be so recalled in like manner: reverse order of seniority, the last laid off, who has maintained and been afforded an opportunity to meet all qualifications for employment (e.g., CPR/ first aid, physicals, written government exams, psychological exams, clearances and firearms/weapons qualifications, etc.), are first to be recalled. All employees who are laid off will be notified at their last known address or by last known telephone number about times and places for testing and qualifications in order for the employee to stay up-to-date on qualifications.

Section 5. An employee who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her bargaining unit seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate bargaining unit seniority during the term of the disability.

ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. No probationary employee, or a group of employees, or the Union may file a grievance on behalf of a probationary employee. The term “days” as used in this article shall not include Saturday, Sunday and holidays (as observed under this agreement).

Section 2. The number of days provided for the presentation and processing of grievances 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, however, be extended by a written mutual agreement. The failure of an employee or the Union 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 a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. In the case of a grievance with respect to schedule assignments or vacation assignment, the time limit for Employer responses shall be expedited to the extent reasonably necessary so that the grievance can be processed to the highest level reasonably possible before commencement of the disputed assignment. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) business days before the grievance is reduced to writing.

Section 3. All grievance shall be presented and processed in accordance with the following procedure:

Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) business days, in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee. Any non-probationary employee having a grievance, a group of non-probationary employees having a grievance, or a non-probationary employee designated by a group of non-probationary employees having a grievance shall reduce the grievance to writing on an official form provided by the Union and present the grievance to the local supervisor within five (5) business days from the date of the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee or the Union or, in the case of a group of aggrieved employees, by one or more of such employees or the Union and shall set forth the nature of the grievance and the adjustment sought, if known. The grievance must be countersigned by the supervisor acknowledging his/her receipt of the grievance. The employee, the Union representative and the employee’s Contract Manager or his/her designee shall meet to discuss the grievance. The Contract Manager shall give a written decision to the grievant within ten (10) business days after receipt of the grievance. The grievance must be countersigned by the supervisor acknowledging his/her receipt of the grievance. The grievance must be countersigned by the supervisor acknowledging his/her receipt of the grievance. A grievance not in strict compliance with step one will be deemed ineffective and shall not provide the basis for a charge filed with any federal, state or local government agency, including, without limitation, the National Labor Relations Board. In the event an employee files a claim or charge which is based on a claim of violation of the terms of this agreement with an applicable government agency, any corresponding grievance which the employee or the Union has filed will, upon the Union becoming aware of said claim or charge, be in abeyance until a determination has been made by the Government agency handling the case. It is expressly agreed and understood that placing this grievance in abeyance will not, in any way, be used by the Employee as a defense relevant to the same. Upon being notified that a determination in said case has been rendered, the Union may continue to process the grievance without prejudice to the period of abeyance. In the event that an employee or the Union files an unfair labor practice charge, which is also the subject of a grievance, it is agreed that upon request of the National Labor Relations Board, the parties will defer the unfair labor practice charge to arbitration.

Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Regional Manager or his/her designee, in writing, within five (5) business days. The Regional Manager shall have five (5) business days from date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

Step 3. If the Company's answer is not satisfactory, a Representative of the Union will need to discuss the grievance with the Chief Operations Officer or his/her designee. The Company must reply to the Union within five (5) business days excluding Saturday, Sundays and Holidays, of said meeting.

Step 4. Except as limited below, any grievance arising during the term of this Agreement, not resolved at Step 3 can be submitted to arbitration by submitting a written request to the other party within five (5) business days after the rejection of the grievance by the Company's designated Representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case.

1. No individual grievant may move a grievance to step 3.
2. No grievance regarding a dispute as to the interpretation of a wage determination, the interpretation of the FAA contract or the Employer's adherence to a request of the FAA shall be processed to Step Three since those matters are not arbitral.
3. Following the written request for submission to arbitration, representatives of the Company and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the Chicago office of the Federal Mediation and Conciliation Service. The arbitrator will then be selected, and the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association.
4. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.
5. Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure.
6. The arbitrator's fee and expenses shall be borne entirely by the non-prevailing party. In the event of cases in which the grievance is granted in part and denied in part, the fees and expenses shall be borne equally. In all cases, the cost of any hearing room and/or transcripts shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant(s). Any other expenses shall be borne by the party incurring such expenses.
7. The arbitrator shall have no power to:
 - a. Add to, subtract from, alter in any way modify the terms of this agreement;
 - b. Establish or modify any wage rate;
 - c. Construe this Agreement to limit management's discretion, except, only as that discretion may be specifically limited by the express terms of this Agreement;
 - d. Interpret or apply the Service Contract Act and implication of Wage Determination as well as any other legal obligation referred to in this agreement;
 - e. Or consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the FAA, the Contracting Officer or other official of the Government.
8. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, and its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being full adjusted by any failure on the individual's part to attempt to mitigate his/her damages.

Section 4. The Union shall have the right to file a group grievance or grievances involving more than one (1) non-probationary employee at Step One of the grievance procedure within ten (10) working days of the event giving rise to the grievance.

Section 5. Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 2 of this procedure and the written grievance to be processed must be presented to the Regional Manager or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

Section 6. Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

Section 7. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his/her judgment for that of management except as it applies the enforceability of arbitration as specified in this agreement.

ARTICLE VI – DISCIPLINE

Section 1. No employee, after completion of his or her probationary period, shall be disciplined in an arbitrary or capricious matter. All discipline shall be for just cause. However, the following cases may result in immediate discharge with just cause:

- a. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.
- b. Neglect of Duty (including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term “personal affairs” as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee’s supervisor. Long distance telephone calls shall not be made at government expense.
- c. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- d. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- e. Theft, vandalism, or criminal acts.
- f. Drinking or drunkenness on the job: use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed by the Company and the Union.
- g. Improper use of official authority or credentials.
- h. Unauthorized use of communications equipment or Government property.
- i. Misuse of weapon(s) or possession of private firearm on the job.
- j. Violation of state or federal laws regarding the possession or use of a firearm.
- k. Unauthorized post abandonment.
- l. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- m. Falsification of time records.
- n. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- o. Sexual, racist or verbal harassment in violation of company or government policy.

- p. Violation of government security procedures or regulations, including, without limitation, those set forth in the applicable Government's policy and procedures.
- q. Abuse of authority.
- r. Neglect of duties.
- s. Breach of security.
- t. Breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the FAA and its tenants.
- u. Conduct which impugns or disparages the FAA or its agents, or the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law.
- v. 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 Code/Standards of Conduct.
- w. Dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; immoral conduct; fighting;
- x. Breach of building rules or regulations; sleeping while on duty; destruction of property or criminal misconduct.

Section 2. It is agreed by the parties that in specific instances, when the employee is removed from working under the FAA contract by the FAA, the employees authority to work as a security guard under the FAA contract is otherwise denied or terminated by the FAA, or the employer no longer satisfied the FAA qualifications for his or her position, the employee who committed the potentially dischargeable dismissal or access denial offense will be placed on suspension for a maximum of thirty (30) days pending final disposition or if the information requested is not produced within this 30-day period.

- a. Regarding the production of information by the FAA, the parties understand that in the course of providing services to the Federal Government and as it relates to information relative to any employee's retention under the aforementioned section, the Company and the Union agree that production of all evidence and information should facilitate a determination of the grievance and/or information regarding the grievance in the course of an employee's due process is absolutely vital. In collective interest and at times it will be necessary for the Employer to request (through FOIA, gene rally, or via FOIA appeals) the production forthwith of all documents, videos, emails, faxes, Government forms and other information which relate to the grievance or issues and facts surrounding a grievance and which caused the Employer to place the employee on suspension as reference in Section 1. The employer will pursue this production of the information.
- b. In the event that an employee has been placed on suspension as referenced in Section 2 above, if at the conclusion of thirty (30) calendar days and the Employer's efforts have failed in its demand to recover all of the information, documents, material or applicable government forms, as referenced above, the employee will be reinstated to their previous position. Any such suspension and reinstatement would be subject to the grievance and arbitration procedure.

Section 3. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the FAA or as otherwise provided herein), a written notice thereof shall be given to the Employer within ten (10) days of the dismissal (excluding Saturdays and Sundays and holidays observed by the Government) in which event, the issue shall thereafter be submitted to and determined under the grievance procedure commencing with Step 2, as provided in Article V of this Agreement.

Section 4. The company agrees that all disciplinary interviews and counseling will count as time worked and the employee will be compensated for actual time. The Company agrees that an employee who has to be relieved from his/her post early for any of the above-mentioned meetings will be paid base wages. The company will never require an employee to sign any documentation related to disciplinary action before meeting face-to-face with a Union Representative, if so requested by the employee.

Section 5. The Employer recognizes the principles of progressive discipline. Accordingly, the Employer will utilize 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 the Employer's right to determine that termination is appropriate in certain situations is therefore not limited by this provision.

Section 6. In the event a bargaining unit employee is suspended pending investigation for any infraction and found not to be in violation of any contract procedures, laws, or the DFW Protective Forces Policies and Procedures Manual, they will be reimbursed for all hours missed including holidays.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 1. For the purposes of this article, a normally scheduled weekly tour of forty (40) hours of service (to include all benefit leave hours), excluding any scheduled paid meal periods, shall constitute a normal work week for full-time employees. A part-time employee is defined as an employee who was paid less than 2080 hours in their previous anniversary year. If offered by the Company, part-time employees must accept a minimum of 4 shifts per month to remain an active employee on the contract. Shifts shall be scheduled by the discretion of the Company to fulfill the needs of the FAA. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. The work shall be from 0001 hours Monday until 2400 Sunday each week. Schedules will not be changed in an effort to avoid payment of overtime without a minimum of a five-day notice to the employee. Wages shall be paid bi-weekly on Wednesday.

Section 2. An overtime rate of time and one half (1 ½) of an employee's base pay (exclusive of Health and Welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week. All hours in pay status will count as hours worked towards the 2080 hours required for full time employees.

Section 3. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4. If requested to work overtime (i.e., over 40 hours in a work week) or beyond the hours normally scheduled for the employee on a particular day, that employee shall be required to do so, unless the employee is excused for good cause. Seniority shall be considered in the assignment of overtime or extra hours. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location, subject to the direction of FAA and/or its tenants. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

Section 5. Officers called in to work due to company scheduling, whether used or not used, will be paid four (4) hours wages (including H&W and pension for hours actually worked). Only hours actually worked will count towards potential overtime. The Company and its sole discretion may choose to have employee complete the four (4) hours work.

Section 6. Hours of work for part-time employees shall be determined by seniority, subject to government approval, to ensure the orderly and efficient operation of Security Services. Failure to accept assignments when not excused by the supervisor shall be grounds for discipline up to and including discharge.

Section 7. Each employee may be required to sign in when reporting for duty, and to sign out at the end of the employee's shift, and to maintain time records as required by the Employer.

- a) All employees working the FAA posts will be given ORD badges as part of their uniform.

Section 8. Employees should, under normal circumstances, receive two (2) paid ten (10) minute relief breaks and one paid thirty (30) minute meal break per eight (8) hours shift. Employees working twelve (12) hour shifts should receive one additional paid ten (10) minute break. At no time may employees leave the FAA facility property while on breaks and meal periods. Employees are required to stay on call and to respond to emergency situations as they arise.

ARTICLE VIII - WAGES

Section 1. The base hourly wages for non-probationary bargaining-unit employees shall be as follows:

Armed Security Guards

Effective September 30, 2022	\$28.70
Effective September 30, 2023	\$29.42
Effective September 30, 2024	\$30.16
Effective September 30, 2025	\$31.22
Effective September 30, 2026	\$32.39

Section 2. Except as otherwise provided in this section, the wage schedules shall remain in effect during the life of this Agreement.

Section 3. Officers called into work due to company scheduling error whether used or not used will be paid four (4) hours base pay (wages). The Company, at its sole discretion, may choose to have employees complete the four (4) hours work.

ARTICLE IX – HOLIDAYS

Section 1. During the term of this Agreement, all employees are eligible for the following fourteen (14) holidays, which will be recognized on their actual date, not the observed date:

New Year’s Day	Friday after Thanksgiving	Veterans Day
Memorial Day	Good Friday	Christmas Eve
Martin Luther King Jr. Day	Presidents Day	Christmas Day
Columbus Day	Independence Day	Juneteenth
Thanksgiving Day	Labor Day	

Section 2. A full-time non-probationary employee who is not required to work on a holiday shall be paid eight (8) hours at his or her base hourly straight time wage rate, exclusive of any shift, overtime, or benefit allowance payments. To the extent permitted by applicable law, the employee will be be paid holiday pay only if:

- a. The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which they holiday is observed, and
- b. The employee is not laid off or on a leave of absence.

Section 3. Effective September 30, 2022, full-time non-probationary employees working on the State of Illinois Contract who works as scheduled on any holiday shall receive one and one half (1 ½) times the employee’s base hourly rate (the “holiday premium pay rate”) (Health and Welfare and any other fringe benefits should be paid at straight time rates) for all hours worked, and in addition, shall receive eight (8) hours holiday pay, providing the employee meets the requirements of Section 2, above. Notwithstanding the foregoing, no employee will be paid

the holiday premium pay rate for any hours worked which are also subject to the payment of overtime.

Section 4. An employee who was scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 5. Effective September 30, 2022, non-probationary regular part-time employees working on the FAA Contract who works as scheduled on any holiday shall receive the holiday premium pay rate for all hours worked plus prorated holiday pay based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), up to eight (8) hours. Foregoing, no employee will be paid the holiday premium rate for any hours worked which are also subject to the payment of overtime. Any part-time non-probationary employee who works as scheduled on any other holiday described in Section 1 of this article, shall receive prorated holiday pay based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), up to eight (8) hours and, in addition, shall receive eight (8) hours of holiday pay, providing that employee meets the requirements of Section 1 above. Holiday pay for regular part-time non-probationary employees who do not work on a holiday and who meet the eligibility requirements set out in section 2, above, shall be paid only a portion of the full-time benefit based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), up to eight (8) hours.

Section 6. Two weeks prior to a holiday, the Employer shall post a sign-up sheet to work on the holiday. Employees including Lead officers, are responsible for signing up to work on a holiday within seven (7) days prior to the holiday. If there is a conflict, the employee with the most seniority that would not move over to premium time shall be selected and scheduled to work on the holiday. Lead Officers shall not be able to be removed from the holiday sign up based on seniority. If posts are unfilled, the Employer shall schedule employees to work on the holiday based upon the inverse order of seniority that would not move into Premium Time.

ARTICLE X – PAID PERSONAL TIME, BEREAVEMENT LEAVE, SICK LEAVE AND JURY DUTY

Section 1. Effective September 30, 2022, for full-time non-probationary employees, paid personal time shall be as follows:

- a. Non-probationary employees shall be allotted eleven (11) days of sick leave/ personal time per full Government contract year. Any unused time shall be paid out on October 1 of each year. If a non-probationary employee uses no personal days during the full government contract year, then said non-probationary employee shall earn one (1) additional personal day and these days shall be paid out in cash at the end of the full Government contract year. For part-time employees, these days shall be prorated by calculating all hours paid for that month as a percentage of (160).

Section 2. Personal time/ sick leave off must be approved by the employee's immediate supervisor, shall be paid when taken and shall be taken in no less than four (4) hour increments.

Section 3. Personal time/ sick leave will be paid to each employee at the employee's base hourly rate of pay. Health and Welfare will be included when time is taken off, subject to the provisions of Article XII. Said payments shall be made no later than the following pay period. Personal leave will not be used for the purposes computing overtime. An accounting of personal time shall be included on an employee's paystub or be otherwise available to review upon processing of payroll.

Section 4. Bereavement Leave

- a. Non-probationary armed guards will also be eligible for up to three (3) days up to eight (8) hours each day of paid bereavement leave per year for purposes of attending on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, grandparent, grandchild, sibling or sibling-in-law.

- b. Leave to be taken consecutively within a reasonable time of the day on the death or day of the funeral and may not be split or postponed without prior approval from the corporate office. The leave of absence must be taken during the period of time between the date of death and the day following the burial or other memorial service.
- c. Bereavement leave will not be used for the purposes computing overtime, as it is not time worked. In order to receive bereavement, leave pay, a death notice or other satisfactory notice of death must be submitted to the Company. On the leave request form, employees must identify his/her relationship to the deceased.

Section 6. Jury Duty

- a. An employee who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to up to a maximum of three (3) days of non-working hours paid (excluding health & Welfare, uniform, and Pension).
- b. An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and stand ready to report for work, if requested. The employee must submit to the Company’s Project Manager written proof, executed by the administrator of the court, of having served, the duration of such service.
- c. No paid court leave shall be granted when the Employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

ARTICLE XI - VACATIONS

Section 1. Non-probationary full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in the Federal FAA contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon Completion of one (1) year of service	(88) hours
Upon Completion of five (5) years of service	(128) hours
Upon Completion of ten (10) years of service	(248) hours
Upon Completion of fifteen (15) years of service	(288) hours

Section 3. Non-probationary part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of all hours paid the prior year as compared to 2080 hours.

Section 4. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing prior to December 1st of each year for the following calendar year of his or her first and second choice for desired vacation periods, if any. The employee’s supervisor shall approve vacation schedules so as to be mutually satisfactory to the employee and the Employer and in line with the seniority of the employee.

Section 5. If an employee cancels his/her vacation before the schedule has been published and distributed; he/she shall work their normal hours for the period covered by the vacation request.

Section 6. If an employee cancels his/her vacation after the schedule has been published and distributed; he/she shall work the hours that are assigned by the Company for the period covered by the vacation request.

Section 7. If the company requires an employee to cancel a vacation after it is approved, the Company shall pay the employee the mitigated expenses that the employee has actually incurred. Mitigated expenses are those that

have actually been paid to a third party (e.g., prepaid vacation expenses such as airline tickets, cruise tickets, etc.) by the employee prior to the Company canceling the employee’s vacation and for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required.

Section 8. Earned vacations will be credited to the employee at the employee’s anniversary date. An employee may request a portion (in forty (40) hour increments) or all vacation pay in lieu of time off. Any vacation time remaining as unused shall be paid out to the employee in full prior to the employee’s next anniversary date in accordance with 29 CFR 4.173.

Section 9. Vacation time shall not be cumulative from one anniversary year to the next

Section 10. Length of service with the Employer shall not accrue for purpose of vacation benefits, only, while an employee is on leave of absence.

ARTICLE XII – HEALTH AND WELFARE RETIREMENT UNIFORM ALLOWANCES

Section 1. The Employer will make Health and Welfare allowance payments in cash, to all non-probationary employees for each hour worked up to forty (40) hours per week, not to exceed 2080 hours per year, for all straight time hours worked, training, holiday and sick leave at the applicable Health and Welfare Fringe Benefits rate for SCA contracts.

Effective Dates	Effective 9/30/2022	Effective 9/30/2023	Effective 9/30/2024	Effective 9/30/2025	Effective 9/30/2026	Effective 9/30/2027
Health & Welfare (hours paid)	\$5.66	**SCA WD	**SCA WD	**SCA WD	**SCA WD	**SCA WD

If SCA benefits should drop, the default H&W minimum will not fall below \$5.66, as agreed upon by the parties.

Section 2. The Employer will make the Retirement Allowance payments to non-probationary employees. All non-probationary employees receive a rate of \$1.25 per hour, for each hour worked up to forty (40) hours per week not to exceed 2,080 hour per year. The requirement allowance will be paid in the form of cash.

Section 3. Uniform and Equipment

- a. The Company shall provide at no cost to all new employees uniforms and other equipment as required under the Company’s guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance, in accordance with Company and government policy. Employees will inspect uniforms and equipment regularly.
- b. The uniform cleaning and maintenance (dry cleaning) is made the responsibility of the employee. The Employer will make Uniform Allowance payments to non-probationary employees in cash. All non-probationary employees will receive \$.30 per hour for each hour worked up to forty (40) hours per week, not to exceed 2,080 hours per year.
- c. Excessively worn, torn or damaged clothing or equipment will be reported to a Security Supervisor for replacement. The condition of uniform and equipment can be assessed and determined by Security Guard Managers, and replacements required at their discretion. Wear due to negligence or damage deemed intentional will result in the employee being responsible for all costs associated with replacement or repair.
- d. Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued

employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be based on the cost to the Company.

Section 2. The employer will make all Health and Welfare, Pension, and Clothing Allowance payments in cash.

ARTICLE XIII – LEAVES OF ABSENCE

Section 1. Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to non-probationary employees.

Section 2. Family and Medical Leave. All provisions of this section shall be applied in a manner consistent with the Family and Medical Leave Act of 1993 and all applicable laws.

Section 3. To the extent a specifically under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, and such instances.

Section 4. An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the armed forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

Section 5. A leave of absence shall be processed in the following manner:

- a. Any request for leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 1. The reasons for such leave;
 2. The effective date of such leave; and
 3. The estimated date of return for work.
- b. The written request for leave of absence shall be submitted to the employee's contract manager for final disposition.
- c. If the request for leave of absence is approved, a copy of the approved leaves of absence will be given to the employee involved.
- d. Extensions of a leave of absence granted for reasons of an employee's personal illness or disability may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days.

Section 6. All leaves of absences shall be subject to the following General Provisions except to the extent otherwise required by applicable state or Federal Law.

- a. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this agreement.;
- b. Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave or unless the Employer elects to waive the provision;
- c. Such leaves shall be without payroll compensation or benefits; and
- d. Leaves covered by the Family and Medical Leave Act (FMLA) for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer and the Employer may require the employee to use accrued vacation and personal days and other leave benefits

under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act. Action taken by the Employer to comply with the FMLA shall not constitute a grievance nor give rise to a claim that this Agreement has been violated.

Section 7. Upon written request, any employee who becomes a duly elected or appointed Union official shall be granted a leave of absence, without pay, not to exceed fifteen (15) days in any calendar year, to attend Union conventions or conferences.

ARTICLE XIV - GENERAL PROVISIONS

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicapped or disability, Union membership, or other legally protected classification. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not constitute a grievance nor give rise to a claim that this Agreement has been violated.

Section 2. Neither Union officials nor Union members shall, during working time (excluding break or 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 to the extent such work time activity is specifically allowed by the Employer.

Section 3. The Employer shall pay for all physical/medical/psychological examinations that are required as a condition of employment at Employer designated clinics or physicians. Physical/medical/psychological exams may be required by operation of the FAA contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Section 4. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the FAA contract and the Employer's policies as in effect from time to time.

Section 5. Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

Section 6. The Employer will provide the Union with a list of employees who are required, under the FAA Contract to undergo weapons proficiency testing during the thirty (30) day period after the date of the list. If an employee is not scheduled to work at the time of the weapons proficiency testing, the employee will receive four (4) hours of additional compensation for completing the testing.

Section 7. Each PSO on the FAA contract will receive a minimum of four (4) qualification sessions, two (2) attempts per session (once being a practice run through).

Section 8. The Company agrees to schedule a voluntary, unpaid practice range twice a year on advanced sign-up basis. In the event more PSO's sign up for one of the practice sessions than the range can reasonably handle, the Company agrees to schedule another voluntary, unpaid practice range, for that session, the following week in order to accommodate the excess. For each practice session scheduled, the Company will provide the trainer for PSO assistance. The Company has agreed to allow officers the right to practice with their weapons on their own at a state licensed shooting range. The PSO will practice weapons safely at all times.

Section 9. In the event of a bargaining unit employee is suspended/removed due to the company's failing to complete and submit the company control (FCC) tan card/government clearances which should include CPR, first aid, weapons qualification or baton training, the company shall pay all losses of wages based on the average

work week.

Section 10. Weapons qualification shall be done in accordance with the SOW.

Section 11. Government Cooperation

- a. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of Company's customer, the United States government.
- b. It is agreed by the parties that in specific instances when the employee is removed from the contract at the request or direction of the Federal Aviation Administration (FAA), the employee's authority to work is otherwise denied or terminated by the FAA, or the Employee no longer satisfies the requirements for the position under the Company's contract with FAA, the Employer will furnish the Union and the Employee with all documentation in the Company's possession supporting the Employee's removal. It is agreed that all such information will be provided to the Union and the Employee within five (5) business days of the Company's receipt.
- c. Employees are required to notify the Company within twenty-four (24) hours of arrest.

Section 12. Only in emergency situations, may a supervisor be able to perform bargaining unit work (i.e., an open post position). This, only after the company has exhausted all avenues to replace an employee with another bargaining unit member and only during the time that a bargaining unit employee is unavailable. When a bargaining unit employee is located that can fill the open position, the supervisor shall immediately relinquish the position to that employee when he/she reports for duty.

ARTICLE XV - STRIKES

Section 1. So long as this agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in any strike, including a sympathy strike, slow down, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor were the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slow down, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination. The Employer will not engage in any lock out during the term of this Agreement.

Section 2. Any employee who violates the particulars of this provision will be discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

ARTICLE XVI – UNION SECURITY

Section 1. The Union agrees that it will accept into membership any bargaining unit employee who may be required or eligible to be a member of the Union, without discrimination of any kind, and that it will not attach, as a prerequisite of such membership, any conditions more burdensome than the conditions applicable to present members of the Union.

Section 2. All present bargaining-unit employees of the Employer, who are members in good standing of the Union on the effective date of this subsection of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of their continued employment throughout the duration of this Agreement. Further, subject to the provisions of the sections below, all present bargaining unit employees of the Employer

who are not members in good standing of the Union and all bargaining unit employees hired hereafter shall become and remain members in good standing of the unit as a condition of employment no later than the day following the day on which the bargaining unit employee completes his/her probationary period as provided in the Agreement.

Section 3. If, in any state, the provisions of Section 2 of this Article cannot apply but an agency membership clause is permissible, the following provisions shall prevail;

- a. Membership in the Union is not compulsory, Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. The parties shall neither exert any pressure on, nor discriminate against, an employee as regards to such matters.
- b. Membership in the Union is separate, apart and distinct from the assumption by an employee of his or her equal obligation to the extent that the employee receives equal benefits. The Union is required by law to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, since each employee participates and shares equally in the rights, benefits and entitlements conferred by this Agreement, which results from the Union's representation of all bargaining-unit employees, it is fair and appropriate that each employee in the bargaining unit pay his or her own way.

ARTICLE XVII – UNION MEMBERSHIP CHECK OFF FOR UNION DUES

Section 1. The Employer, solely in the interest of cooperation, with the intent to advance its working relationship with the Union and not otherwise legally bound to do so, consents to honor checkoff cards signed by individual employees, and thereby be contractually bound that authorizes the Employer to deduct, from the employee's paycheck each month, the union dues as certified by the Union, and remit it within ten (10) days to the Illinois Council of Police. The Union agrees that, in the event of any change in the Union's dues structure, it will notify the Employer thirty (30) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees.

Section 2. Any employee, whether full-time, part-time, on leave of absence, or otherwise relegated to the inactive list, who has insufficient compensation to pay his/her dues from wages earned, shall pay their dues directly to the Union. Under these circumstances, the Employer is not responsible for the collection of dues.

Section 3. The provisions of this article apply to those members in the bargaining unit:

- a. Who are represented under this recognition of the Union; and
- b. Who are members in good standing in the Union; and
- c. Who voluntarily complete or have previously completed the required forms for payroll deduction for union dues; and
- d. Who receive compensation sufficient to cover the total amount of the deduction.

Section 4. The union will be responsible for the following with regard to compliance with this Article.

- a. Informing and educating its members on the voluntary nature of the system for the automatic payroll deductions, including those conditions for revocation.
- b. Distribute to its members the necessary forms to consent to dues check off and Company notification of it.
- c. Notifying the employer in writing of;
 1. The names and title of officials authorized to make the necessary certification of any dues check off;
 2. The name, title and address of the recipient to whom remittances should be sent, including the name of the payee that is to appear on the check;

3. Any change in the amount of membership dues;
4. The name of any employee who has been expelled or ceases to be a member in good standing in the Union;
5. Forwarding properly executed dues check-off cards to the Company; and
6. Promptly forwarding an employee's revocation to the Company when such revocation is submitted to the Union.

Section 5. Subject to the provisions of this Article and all applicable State and Federal laws, and during the term of this Agreement, as it becomes effective, the Company shall deduct from the pay of all bargaining-unit employees covered by this Agreement, the dues ~~and initiation fees~~ uniformly levied by the Union in accordance with its Constitution and Bylaws Deductions shall be made once each calendar month and shall be remitted by the Employer to the Union, in a single lump sum, ten (10) days after initial deduction is made. Newly hired bargaining-unit employees shall receive blank authorization forms from the Union Representatives. The Union shall submit the completed form(s) to the Employer at the Employer's business office. The monthly dues shall become effective as of the first payroll ending within the first calendar month in which authorization forms are submitted to the Employer.

- a) At the beginning of the first period after the date of receipt by the Employer of a properly executed and certified dues check-off card, the Employer shall start withholding dues in the amount set in the by-laws of the Union. The employee's Union dues will automatically be deducted from the members pay, so long as a valid dues checkoff card is in the possession of the Company, and the employee has sufficient wages to pay the dues.

Section 6. Any deduction authorization shall be revocable by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of the Agreement or any successor Agreement. To be effective, the employee will notify the Company and the Union in writing, signed by the employee. The Company will cease all such Union related deductions as of that date. Written confirmation of the voluntary cessation of Union withholdings by the member will be sent to the Union, no earlier than fifteen (15) days before, no later than fifteen (15) days after, the anniversary date or expiration date as of which, the authorization is being revoked.

Section 7. The Union and the Company agrees to the validity of a check off card once signed by the employee and given to the Company. The requirements for valid dues check off are found in section 302(c) (4) of the Labor Management Relations Act, 1947, 29U.S.C 186 (c)(4), which permits Company to withhold and remit dues to the Union, provided that the Company has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable Collective Agreement, whichever occurs sooner. Union agrees to indemnify and hold Company harmless from all civil suits or administrative actions related to serving and maintaining valid dues check off cards to Employer, as required by law. Under no circumstances will payment obligations be backdated once suspended for failure to produce a newly valid check off card. The parties agree that the company will include union welcome letter in their hiring package.

Section 8. The Company agrees to send the Union, each month, the names of all new bargaining -unit employees covered by this Agreement and the names and dates of termination or transfer, of all bargaining-unit employees previously covered by this Agreement whose employment has terminated or has been transferred to non-bargaining-unit positions.

Section 9. The Union will notify its members, consistent with Federal Law, that they are entitled to an appropriate reduction in their dues if they do not want to pay to support activities not related to collective bargaining, contract administration, or grievance adjustment.

Section 10. The Union agrees to indemnify and hold Employer harmless of all claims of any type made by its bargaining unit employees with respect to withholding of Union dues, where Company is complying with the

terms of this Article in good faith.

ARTICLE XVIII – DRUG TESTING

Section 1. The Company will enforce its drug and alcohol policy that may require for pre-employment testing as well as testing after employment. The employee consent to and compliance with such policy as a condition for employment. Continued employment is based on the successful passing of drug tests.

The employer may, from time-to-time:

- a. Randomly test any bargaining-unit employee,
- b. Test any bargaining-unit employee based upon the FAA’s or the Employer’s reasonable suspicion, or
- c. Test any bargaining unit employee as allowed under any applicable Federal, State or local law for the use of illegal drugs. Such testing will be in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the United States Department of Health and Human Services, as amended, from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining-unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all bargaining-unit employees.

Section 2. The Company and Union, herein referred to as “parties”, recognize that, in the security business, the use of controlled substances or alcohol, which causes intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the state of Employee’s shift. The parties recognize that an employee’s involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company’s ability to meet the Government’s expectation of a drug and alcohol-free work environment.

Section 3. If the results of the drug test, after compliance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs, are positive for illegal drugs, the Employer may immediately terminate the employee without recourse by the employee or the Union to the grievance procedure in Article V of this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 4. The employee will follow the guidelines written in Federal Law, 41 CFR, Part 102-74.

ARTICLE XIX – PARTIAL INVALIDITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX – WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

Section 1. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and

each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. This agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this agreement.

Section 3. This agreement can only be modified by the express, written and signed agreement of the parties.


ARTICLE XXI - TERMINATION

Section 1. This agreement shall be effective September 30, 2022 and shall remain in full force and effect until 11:59 p.m. on September 29, 2027 and from year to year thereafter unless, not more than sixty (60) days prior to the end of the then current term, either of the parties gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term. If the parties fail to provide timely notice to amend, terminate, or otherwise negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one-year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the FAA of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.


IN WITNESS THEREOF, the parties hereto have set their signatures on the day and year indicated below.

ILLINOIS COUNCIL OF POLICE (ICOPs)


Richard L. Bruno, President

10-07-2022
Date

DFW SECURITY PROTECTIVE FORCE


Albert Lujan

10/07/2022
Date