

AGREEMENT
Between
JANUS GLOBAL OPERATIONS
And
SECURITY POLICE ASSOCIATION OF NEVADA



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INTRODUCTION

SECTION 1. This Agreement is made and entered into on the 1ST day of October 2018, by and between Janus Global Operations (JGO) a sub-contractor of URS Federal Services, hereinafter referred to as the "Contractor", and the Security Police Association of Nevada (SPAN), hereinafter referred to as the "Union". This Agreement shall apply to all Security Force work performed supporting all operations of the Nevada Test and Training Range (NTTR) and affiliate locations of the Range Support Services Program II (RSS II Contract) as such work is to be performed by members of the bargaining unit. If the Contractor should be awarded, or initiate, additional security work under Contract No. FA8240-15-R-3102 in the State of Nevada during the term of this Agreement in the classifications covered by this Agreement, such additional work and the individuals engaged in such work shall also be covered by the terms of this Agreement.

SECTION 2. Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

SECTION 3. It is the intent and purpose of this Agreement to assure a sound and beneficial industrial relationship among the parties by setting forth the benefits, wages, hours, working conditions and other terms and conditions of employment and by providing an orderly and peaceful means of adjusting and resolving disputes and grievances which may arise during the life of this Agreement.

SECTION 4. This Agreement shall be binding upon the parties hereto, and no provisions, terms or obligations shall be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, contracting out or assignment of either party, or affected, modified, altered or changed in any way by any change of any kind in the legal status, ownership or management of the Union or the Contractor.

ARTICLE - 1

UNION RECOGNITION / SECURITY

SECTION 1. The Contractor shall recognize the Union as the exclusive representative for the purpose of collective bargaining for all employees working under this Agreement (pursuant to Section 29 U.S.C. § 159(a)) and engaged in Security Force duties within the RSS II heading (Contract No. FA8240-15-R-3102) supporting the Department of Defense (DOD) at all facilities incidental thereof, including assignments to off-site projects of the DOD covered under the contractor's Performance Work Statement (PWS) with the DOD within the State of Nevada or other such locations directed by the client as required.

SECTION 2. In the event it becomes lawful in the State of Nevada to include a Union Security clause in this Collective Bargaining Agreement, the parties will meet and negotiate in good faith to agree on a lawful Union Security clause that will be implemented as soon as reasonably practicable.

SECTION 3. This Agreement shall cover all working conditions, wages and hours of employment affecting the employees covered by this Agreement engaged in contract Security Force duties but excluding all Managers, Majors, Captains, Lieutenants, Training Officers, Quality Control, Clerical employees and all Supervisors as defined by the National Labor Relations Act.

ARTICLE - 2

NO STRIKES OR LOCKOUTS

SECTION 1. Due to the sensitivity, protection requirements and the operations being conducted by the Contractor and other organizations at all locations covered by the RSS II Contract, the Contractor and the Union agree that the Contractor's operations must not be interrupted during the term of this Agreement.

- a) In recognition of the above, the Union collectively, and the employees covered by this Agreement agree they will not engage in or sanction any strike, sympathy strike, work stoppage, slowdown,

picketing, sit-down, sit in, or boycott of the Contractor's operations at any location covered by this Agreement where work is performed by members of the bargaining unit. The Union shall support the Contractor in maintaining its operations during the term of this Agreement.

SECTION 2. The Contractor agrees there will be no lockout of the Union or of employees represented by the Union during the term of this Agreement.

SECTION 3. Any violation of Section 1 or 2 of this Article shall not be subject to the provisions of Article 19, Grievance and Arbitration Procedures.

ARTICLE - 3

MANAGEMENT RIGHTS

SECTION 1. Except as specifically limited by this Agreement:

a) All rights, duties, powers, functions, and authorities of the Contractor to manage, control and direct its business, operations and activities are vested in and retained by the Contractor including, but not limited to, the assignment and direction of its employees in accordance with the provisions of this Agreement.

b) The Contractor shall be the sole judge of the competence of each employee and of the number of employees required to perform any work subject to this Agreement. The Contractor shall have the right to hire, promote, suspend in lieu of discharge and discharge with just cause, or lay off employees, at its discretion as set forth in Article 28 Section 3, and to reject any applicant for employment, except as specifically limited by this Agreement.

c) The Union agrees to instruct all its members covered by this Agreement to perform all work assigned to them in accordance with instructions from Contractor supervision provided the work is within the recognized jurisdiction of the Union and can be safely

accomplished. The Union will instruct its members they have no right to refuse to perform in accordance with any instructions from Contractor supervision and that in the event they question such instructions; their sole recourse is through the Grievance and Arbitration Procedures as set forth in Article 19.

d) The Contractor and the Union both agree this Agreement does not include, until further negotiation, any work by employees covered under this Agreement to perform any work that involves controlled hazardous materials/waste to include any radiological sources of any categories.

SECTION 2. Union representatives with the proper security clearance shall have the right, upon request, to review the PWS.

ARTICLE - 4

SECURITY REQUIREMENTS

SECTION 1. The Union agrees that where Government security regulations are placed upon the Contractor by authorized government individuals, agents or agencies such regulations will govern the acceptance or rejection of an employee for work coming under those regulations.

SECTION 2. The Union agrees that should an employee be removed from the payroll due to the employee's failure or inability to meet or comply with Government security regulations placed upon the Contractor or the employee's site access is denied or rescinded by the Government, such action shall not be subject to Article 19, Grievance and Arbitration Procedures.

SECTION 3. Upon the application of Section 2 above, the Contractor shall provide the Union with information provided by the authorized agent of the Government which shall support the directed action of the Contractor.

SECTION 4. Copies of directives, if provided by the client, or written explanation from JGO Management regarding security requirements and the implementation or changes thereto will be made available to the Union within 30 calendar days. The provisions of Article 35 shall apply.

ARTICLE - 5

EMPLOYMENT PROCEDURES

SECTION 1. The Contractor recognizes that it is required by law not to discriminate against any applicant for employment because of race, age, creed, color, national origin, sex, sexual orientation, veteran status or disability and hereby declares its acceptance and support of such laws. The Contractor and the Union agree to comply in all respects with all applicable laws and Executive Orders regarding nondiscrimination. The Contractor and the Union both agree to comply with all state and federal laws with respect to employees covered by this Agreement.

SECTION 2. The Contractor shall be the sole judge as to the competence or relative competence of all applicants and the Contractor may reject any job applicant. The Contractor retains complete authority to determine eligibility for employment for all job applicants and the right to conduct necessary screening to determine eligibility.

SECTION 3. The Contractor will make written notification to the Union within thirty (30) days of any work status change(s) (promotions, shift change, work location, etc.) of current employees covered by this Agreement.

SECTION 4. The Contractor shall permit off duty members of the Union Executive Board to address all New-Hires during orientation with a reserved half (1/2) hour period absent management personnel.

SECTION 5. The Contractor will consider individuals submitted by Union members for employment vacancies.

ARTICLE - 6

JOINT LABOR - MANAGEMENT COMMITTEE

SECTION 1. A Joint Labor - Management Committee will be established between the contractor and the Union to discuss mutual solutions to issues and or concerns affecting Labor-Management relations.

a) Representation:

Union: President, Vice-Presidents (2) and Recording Secretary.

(The remaining Executive board members may attend the quarterly meetings however, if on duty only when operationally feasible).

Contractor: JGO members of management as appropriate.

Respective substitutes may be chosen by the Contractor and the Union, but it should be recognized that to be effective there needs to be continuity of membership.

b) Date and Time of Meetings:

Meetings shall be scheduled quarterly at a minimum and at a time and place mutually acceptable to both parties. Additional meetings will be held upon agreement of the parties. If either party requests to reschedule a meeting, upon Agreement of both parties the meeting will be rescheduled as soon as possible.

Written agendas shall be exchanged by both parties ten (10) calendar days in advance of a meeting unless agreed to otherwise. It is further recognized that either party may initiate a topic not on the agenda if it is a current item that would be of benefit to be discussed as soon as possible.

c) General Guidelines:

Any subject which constitutes an obstacle to relations between the Contractor and Union may be discussed at these meetings.

This includes grievances currently in the grievance and arbitration process. However, it is not intended that these meetings supplant the grievance and arbitration procedure as set forth in this Agreement. Discussions should be constructive and sincere in trying to arrive at mutually satisfactory solutions.

d) Additional actions:

Union committee members who are on duty at the location where the meeting is to be held will be allowed to participate on Contractor time. Scheduling of meetings will be arranged to minimize overtime.

ARTICLE - 7

EMPLOYMENT PROCESSING TIME

SECTION 1. The Contractor agrees to pay all employees for all time spent in employment and termination processing which is required by the Contractor at the employee's applicable hourly rate of pay.

SECTION 2. The records of the Human Resources Department of the Contractor shall be determinative of the amount of processing time involved.

SECTION 3. Employees returning to work from a leave of absence without pay shall be entitled to payment for processing time spent in Human Resources or the Security Department; as such time is required by the Contractor.

ARTICLE - 8

WORKDAY AND WORKWEEK

SECTION 1. The standard workweek for employees covered by this Agreement shall begin at any hour after 0001 hours (12:01 a.m.) on a Monday at the start of a full shift and shall end at 2400 hours (12:00 midnight) the following Sunday or the completion of a shift started on the Sunday.

SECTION 2. The workday for employees covered by this Agreement normally begins on any designated calendar day at the start of their normal scheduled shift and shall end twenty-four (24) hours later.

SECTION 3. The Contractor shall have the right to schedule employees other than as described above to meet customer operational requirements. Any change exceeding twenty-one (21) calendar days shall be considered a permanent change. The Contractor and the Union agree to meet and discuss the impact of any permanent schedule change.

a) In the event that the duration of a change is less than twenty-one (21) days, all hours (if any) worked outside of normal work hours will be paid according to Article 10 retroactively, if those hours were not already paid at overtime. This will not apply to time changes associated with Entry Control Posts (ECP) and Traffic Control Posts (TCP).

SECTION 4. The normal workday, workweek and shifts at all work locations shall continue with the respective schedules in effect as of the date of ratification of this Agreement. Schedules will be posted weekly at duty locations. Schedules shall be posted between three (3) and seven (7) days in advance of the start of the standard workweek.

SECTION 5. All full-time employees covered by this Agreement and placed on the work schedule shall have a guaranteed 40 hours of pay (except R-1 during weeks with a scheduled Article 12 Holiday. Those R-1 employees scheduled to work will have their holiday hours counted towards their 40 hours of pay but not toward overtime).

SECTION 6. Employees will be allowed to trade shifts and/or posts within a workweek provided such requests are approved by the appropriate supervisor(s) and result in no significant increase in costs.

SECTION 7. The Contractor shall draft an onsite document which reflects all station hours, times and other miscellaneous provisions concerning durations of hours for posts and patrols of all locations covered by this Agreement.

ARTICLE - 9

OVERTIME REPORTING AND MINIMUM PAY

SECTION 1.

a) An employee scheduled to work overtime who is notified less than twelve (12) hours in advance not to report, shall receive four (4) hours at the straight-time rate. These hours shall not count towards hours worked for purpose of overtime.

b) An employee who reports to his assigned duty location is guaranteed four (4) hours at the appropriate rate.

c) If more than four (4) hours are worked, the employee shall receive pay for actual hours worked at the appropriate rate.

SECTION 2. Section 1 shall not apply if the employee involved reports for work in an unfit condition or is unable to perform said work for some other reason which is of his own responsibility.

ARTICLE - 10

OVERTIME

SECTION 1. Employees covered by this Agreement are to be paid overtime for hours worked at the rate of one and one-half times (1½ X) their applicable hourly rate for any of the following conditions:

a) All hours worked more than forty (40) hours per workweek.

- b) All hours worked outside employees regular scheduled daily or weekly shifts or on the employees scheduled time off.
- c) Call-Out Duty/Force Out Duty.
- d) All time spent in Contractor directed activities on an employee's scheduled time off (e.g. weapons qualifications, physical examinations).
- e) These hours shall not be used to meet the requirement for the forty (40) hours of scheduled work the Contractor is required to provide each employee.

SECTION 2. The opportunity for overtime work will be offered equally among all employees assigned at an operational location based on the overtime assignment roster and Overtime Call-Out Duty procedures.

SECTION 3. All full-time employees will be offered overtime duty positions prior to any part-time or casual employee being offered the overtime working hours.

SECTION 4. Overtime shall not be paid under this Article for more than one reason for the same hours worked. There will be no pyramiding of overtime set forth in Section 1 above.

SECTION 5. When Force-Out Duty Overtime is required, the Contractor shall have the right to assign employees to work. Volunteers currently at the location will be solicited first. If volunteers are not available, the required overtime will be assigned to the available work location employees in order of reverse seniority using applicable current force-out rotation lists.

SECTION 6. "Duty Roster" and "Schedule" are considered the same.

SECTION 7. Weekly or daily schedules will not be altered by the Contractor to avoid the payment of, or scheduling of overtime. This Section shall not restrict the Contractor's right to change an employee's assigned post within his assigned schedule and location.

SECTION 8. Employees required to commence work prior to the established scheduled time shall be paid at the overtime rate for all time worked prior to such starting time.

SECTION 9. If there is notification of the ECP/TCP requirement at least twenty-four (24) hours in advance, then the staffing of all closure assignments of any ECP/TCP shall be done with designated ECP/TCP overtime assigned personnel at the overtime rate of pay.

ARTICLE - 11

REST PERIODS

SECTION 1. Employees shall receive a rest period of not less than eight (8) hours between the termination of any work and the commencement of another shift, except in cases of emergency. The period of rest shall begin when the employee has completed his duties at the end of his assigned shift.

SECTION 2. Employees not receiving at least an eight (8) consecutive hour break commencing at the end of a work shift will be paid at the rate of one and one-half times (1½ X) their base rate for all hours worked in the next work shift until such time as an eight (8) hour break is provided.

SECTION 3. If to comply with the eight (8) hour break provision it is necessary to delay the employee's starting time, it is agreed that the Contractor shall have the right to change the starting time without loss of wages to the employee.

ARTICLE - 12

HOLIDAYS

SECTION 1. The following days shall be recognized as designated holidays:

New Year's Day (1/1)	Labor Day
Martin Luther King	Columbus Day
Presidents' Day	Veterans Day (11/11)
Memorial Day	Thanksgiving Day
Independence Day (7/4)	Christmas Day (12/25)

Employees working under this Agreement shall receive a maximum of eighty (80) hours of holiday pay per calendar year, prorated according to date of hire and/or termination.

SECTION 2. Holiday pay will be paid at the rate of eight (8) hours, at the base hourly rate, per holiday for ten (10) holidays per calendar year. To be eligible for holiday pay, an employee must be in pay status or on approved leave on his scheduled workdays immediately preceding and following the observed holiday. Individuals on long-term leaves of absence (duration greater than thirty (30) days), are not eligible for holiday pay.

SECTION 3. An employee required to work on a day observed as a holiday within Section 1 will be paid at the rate of pay of one-and one-half times (1 1/2x) the hourly rate of pay for the first eight (8) hours worked and two times (2x) the rate of pay for all hours worked thereafter. Such time worked will count as time worked for computing overtime.

SECTION 4. A holiday that falls on an employee's scheduled day off will not be counted as time worked for purposes of computing overtime

SECTION 5. Employees required to work on a holiday will be paid in accordance with Article 10 and such work will be counted as time worked for the purpose of computing overtime. In no case will hours, projected to be worked on a holiday, be subtracted from forty (40) hours for computing overtime.

SECTION 6. On government directed non-performance days other than observed holidays and weekends, the regularly assigned security screening personnel from “G” will report for duty at P-1 to perform security screening training for personnel at this location. The duty hours for this training will be determined by management however, the duration shall be at least equal to the hours normally worked by “G” personnel.

ARTICLE - 13

REPORTING POINTS AND TRANSPORTATION

SECTION 1. All employees will report to their assigned jobsite/work location on their own time. There will be no compensation paid for time spent in travel by an employee to and from his assigned jobsite/work location when travel is in association with weekly assigned schedules or as provided for in this Article.

SECTION 2. The Contractor will provide transportation to Locations “G” and “T” (only) from the Greater Metropolitan Area and return. Transportation will be provided at no cost to the employees. However, if normal transportation is not available, transportation to and from the work locations will be via Contractor/Client owned vehicles. The driver of such vehicles will be in a work status and will be designated a Shuttle Driver. To fill a Shuttle Driver call out, the Contractor will utilize the overtime assignment roster in accordance with Article 10, Section 2, “Overtime”. If there are not sufficient volunteers for the overtime Shuttle Driver position, the Contractor may force out employees for mandatory overtime in accordance with Article 10. It is understood by both the Contractor and Union that:

- a) Under normal circumstances and when time permits, a Security Officer (“SO”) acting as a Shuttle Driver will be a SO who is permanently assigned to the same location as the transportation requirement (i.e. the SO selected to drive employees to and from Locations “G” and “T” will be permanently assigned to these work locations). However, at Location “T” only, if there are not sufficient volunteers, SOs shall be solicited from Location “P-1” before forcing out SOs from the “T” location.

b) Overtime will be filled utilizing the overtime assignment roster after flight overtime requirements for the same time period have been filled first.

c) Shuttle Drivers will make one trip to the designated location and return to the originating location. For safety purposes, shuttle driving duties will not exceed one round trip to Locations "G" and "T" per day (unless an emergency exists). Shuttle Drivers will have a rest period consistent with the provisions of Article 11 Section 1, "Rest Periods" after any driving assignment before they can accept or be assigned another shuttle driving call. The limitations stated in this subparagraph are for driving duties only and do not affect the scheduling of regular duty flights.

d) There may be times when normal transportation becomes unavailable on short notice or the Contractor cannot fill driving requirements after utilizing the overtime assignment rosters. In those cases, the Contractor is authorized to utilize exempt personnel consistent with Article 34, Supervisors Performing Bargaining Unit Work.

e) Nothing herein regarding the scheduling of Shuttle Drivers shall impact the scheduling of regular duty flights nor shall it affect the current provisions for providing normal transportation.

SECTION 3. If for any reason, other than mission activities, there is a delay in transportation returning to the transportation pick up point exceeding one (1) hour, all end of cycle passengers from Location "T" will receive a travel stipend of \$67.50 and end of cycle passengers from Location "G" will receive \$45. If transportation is arranged through shuttle, the driver shall be in full pay status as provided in Section 2 and not entitled to the travel stipend as provided in this Section.

SECTION 4. Employees who are directed by the Contractor to use their privately-owned vehicles due to non-availability of Contractor/Client owned transportation will be in a work status while driving between locations. The driver of such vehicle will be paid the current Joint Travel Regulation mileage rate. Reimbursed mileage

will not exceed the travel distance from the Greater Metropolitan area location to that of the agreed upon locations (as assigned) and the return distance, regardless of where the Employee resides.

SECTION 5. The parties acknowledge that all lost work time having been created by transportation delays/revisions incurred in travel to Range locations covered by this Article shall not be cause for any deduction in hours or wages of any employee covered under this Agreement.

- a) The provision for this section is restricted to those employees traveling to Range Locations on the first day of a work cycle or an overtime assignment.

ARTICLE - 14

MEDICAL EXAMINATIONS

SECTION 1. The Contractor may have employees subject to this Agreement submit to a medical examination in connection with an offer-of-employment, annual, fitness for duty or termination action. Examinations will be conducted by the Contractor physician(s).

- a) Required medical examinations of employees shall be conducted, but such examinations shall be conducted on the Contractor's time, and the expense of such examinations shall be borne by the Contractor.

SECTION 2. Employees returning to work following a serious health condition, as defined under the Family Medical Leave Act (FMLA), shall provide a return to work certification and may be required to certify fitness for duty through the Contractor physician(s).

SECTION 3. Medical tests when required by the designated Contractor physician, will be part of the annual medical process to be paid for by the Contractor and administered on paid time. Example: If the Contractor designated physician requires additional medical testing to make a fit for duty determination, such testing will be paid for by the Contractor.

SECTION 4. Reports resulting from any examination specified above shall be made available to the employee involved upon written request by that employee.

SECTION 5. It is not the intent of the Contractor to use the results of any of the above medical examinations against the employee involved unless the results show that the employee is unable to perform the duties of the position, continuation on the job would be detrimental to him, continuation on the job would be hazardous to other persons, or for the application of physical fitness standards.

SECTION 6. In the event a dispute arises between the parties over the Contractor's use of the results of a medical examination against an employee pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedures set forth in Article 19.

ARTICLE – 15

LIGHT DUTY DESIGNATION

SECTION 1. The Contractor and the Union seek to establish Light Duty work positions which have been determined to be a benefit to each of the parties. If the client authorizes these positions to become activated, the Contractor and the Union agree to meet to discuss the implementation of these positions to the Program prior to the scheduling of any member subject to this Article/Agreement.

ARTICLE - 16

UNION REPRESENTATION

SECTION 1. Authorized representatives of the Union shall have access to those areas where contract Security Force work is being performed to visit employees on the job for determining that this Agreement is being carried out. Visitations are subject to Security and Safety regulations of applicable U.S. Government agencies. The Union agrees that it will give a courtesy notification to security management of visits and that its representatives will not disrupt operations.

SECTION 2. One (1) working Union Steward may be appointed at the discretion of the Union for each flight, at each location covered by this Agreement who will represent the employees on the job, subject to the supervision of the local Union President. The Union will keep the Contractor advised of the identity of the Stewards as well as the Executive Board members representing the Union, and only employees currently holding these positions will be recognized by the Contractor as representing the Union. If the Contractor has just cause to discharge a Union Officer, absent exigent circumstances the Contractor will inform a Union Executive Officer prior to any action.

SECTION 3. All Union Officers are working employees who shall in addition to their regularly assigned work, will be permitted to conduct Union business and conduct Contractor meetings during working hours. At no time will these duties jeopardize the security of the work location(s). The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow Union Officers a reasonable amount of time for the performance of such duties. Union officials will be allowed reasonable time off to perform Union business without cost to the Contractor. Such time off shall be reported as “LWOP-Authorized Union Business” in the current time keeping program.

SECTION 4. The Contractor shall provide the Union with space(s) allotted for bulletin boards with the understanding that the Union shall not post any hard copy letters, handbills or notices elsewhere. Where space does not permit bulletin boards, the Union will provide a continuity book and/or a Clip-Board.

SECTION 5. Union business involving discussion(s) with Contractor Management shall be permitted to take place on Contractor time. There shall be two (2) Executive Board members present when necessary to discuss policy issues, etc. The place and time of meetings referred to herein will be established by Agreement of the parties.

ARTICLE - 17

NOTICE OF CHANGES

SECTION 1. The Union will be advised of proposed changes to hours, schedules (daily/weekly), personnel policies, procedures and other practices materially affecting working conditions, and which are within the administrative control of the Contractor prior to the implementation of such proposed changes.

ARTICLE - 18

SUBSTANCE ABUSE POLICY

SECTION 1. To the extent consistent with the below provisions, the Union and the Contractor agree to abide by the RSS II Program Substance Abuse Prevention and Oral Swab Specimen policies.

SECTION 2. The Contractor agrees to pay an employee for time spent in a substance abuse test ordered by the Contractor. If such test is conducted outside normal scheduled hours, it will be paid at time spent subject to a minimum of four (4) hours. Such time will be count as time worked for the purpose of computing overtime.

SECTION 3. The Contractor agrees that should an employee identify oneself, and request alcohol/drug abuse treatment, they will be subject to the Family Medical Leave Act, if eligible. The Contractor will assist the employee with actions that shall permit the employee to participate in a Contractor's Employee Assistance Program as outlined in the RSS II Program Substance Abuse Prevention policy.

ARTICLE - 19

GRIEVANCE AND ARBITRATION

SECTION 1. Grievance Defined. For this Agreement, a grievance is defined as a claim or allegation by an Employee in the bargaining unit, or by the Union, that the Contractor has violated, or is violating, a provision(s) of this Agreement.

SECTION 2. Grievance and Arbitration Procedure:

a) Grievances must be submitted in writing to the Contractor's Human Resources Department and signed by a Union representative and/or the Employee affected. To be timely, grievances must be presented within fourteen (14) calendar days following occurrence of the event giving rise thereto, or within fourteen (14) calendar days of the time the Employee or the Union could have reasonably acquired knowledge of the provision(s) of this Agreement alleged to have been violated. A written response from the contractor stating either the resolution and the reason(s) for same or the reason(s) for rejection will be required within fourteen (14) calendar days after receipt of the grievance by the Contractor's Human Resource Department.

b) Step 1: Within twenty-one (21) calendar days following a response by the Contractor denying the grievance, representatives of the Union and the Contractor shall meet and attempt to resolve the issue in dispute.

c) Step 2: If the parties are unable to resolve the dispute at the step-1 procedure, the Union and/or the Contractor may elect to refer the matter to a Mediator from the Federal Mediation & Conciliation Service (FMCS) within twenty-one (21) calendar days of the date of the meeting in Step 1 above. The Mediator shall hear the evidence presented by both parties and shall attempt to assist both parties in arriving toward a mutual resolution. In the event a mutually agreeable resolution is not reached, the matter may be referred to formal arbitration procedures set forth in Step 3.

d) Step 3: Formal Arbitration: If the issue cannot be resolved in accordance with the procedures described above or mediation is declined, the Union or the Contractor may elect to refer the matter to an impartial arbitrator by serving upon the other party notice of its desire to arbitrate. Such notice must be given not later than twenty-one (21) calendar days following the conclusion of Step 1 or Step 2 above, as applicable.

All arbitrations shall be held before a single arbitrator. The written demand for arbitration shall set forth the grievance(s) to be arbitrated, the section or sections of this Agreement alleged to have been violated, and the relief sought. Representatives of the Union and the Contractor shall attempt to select an arbitrator, but if they are unable to do so within ten (10) calendar days after the demand for arbitration, the parties shall request the FMCS to submit a list of seven (7) arbitrators. The parties will alternate every other arbitration which party will strike the first name from the list. Following the first strike, the parties will alternate striking arbitrators until one arbitrator remains who shall be appointed to hear the grievance. The arbitrator shall be notified of his selection by a joint letter from the Union and the Contractor or thru their legal counsel/representatives.

The arbitrator shall not have any authority, jurisdiction or power to alter, amend, change or modify, add to or subtract from any of the provisions of this Agreement. The arbitrator's award shall be based solely upon his interpretation of the meaning or application of the provisions of this Agreement. The award of the arbitrator shall be final and binding upon the Union, the employee(s) involved, the Contractor and its personnel thereafter. The expenses and fees of the arbitrator and court reporter shall be shared equally by the Union and the Contractor.

SECTION 3.

a) Time Limits: It is understood and agreed that if an Employee or the Union fails to submit an initial grievance within the time limits in Section 2(a) above, the grievance shall be invalid. If the Contractor or the Union fail to abide by any other time limits in this Article, the Union and the Contractor agree that the grievance shall automatically move to the next step in the grievance process until such grievance is resolved through a settlement between the Union and the Contractor or through

arbitration. All monetary awards issued by an arbitrator pursuant to this Article shall be paid within twenty-one (21) calendar days of the date of the award.

b) Extension of Time Limits: The time limits and other provisions set forth in this Article may be extended or waived by Agreement of the parties in writing.

SECTION 4. Union Officers and other necessary witnesses appearing on behalf of the Union shall have reasonable time off without pay to appear as witnesses during grievance and arbitration hearings. The Contractor is not responsible for any travel costs or expenses incurred by Union officers or witnesses appearing on behalf of the Union or the individual grievant.

ARTICLE - 20

MILITARY LEAVE

SECTION 1. Regular, full-time employees who are members of military reserve organizations of the DoD, including the National Guard, who are ordered to temporary active training duty, shall be paid the difference between their military base pay and their Contractor base rate of pay, exclusive of all premiums for up to ten (10) scheduled work days per calendar year. The differential will be calculated on a daily basis using the employee's base hourly wage rate times their appropriate work day hours and the employee's basic daily compensation received from the military exclusive of travel pay, subsistence and quarter's allowances. Evidence of orders and amount of military pay are required in order to support military leave pay requests.

SECTION 2. This benefit applies only to time missed from the employee's basic work schedule, forty (40) hours per week. It is not intended to compensate them beyond the amount they would normally receive should they have worked such a basic schedule.

SECTION 3. The Employee shall be reinstated to an "escalator position", that is, the step progression job position that the employee would have attained with

reasonable certainty if not for the absence due to uniform service. The Employee will retain seniority based on the full-time date of hire.

SECTION 4. The employee shall be "re-employed" to the job classification the employee held prior to military activation, based on access and qualifications for that duty position. The employee will be afforded the opportunity to return to his prior location at the next available opening at that location, or an opening at another range location (T, G, D) if they choose to do so. In the interim, the returning employee will be assigned to an open duty position in his classification at another location.

SECTION 5. The employees utilizing this benefit will continue to receive their Flex Benefit Allowance for all leave of absences less than thirty-one (31) days.

ARTICLE - 21

VACATION LEAVE

SECTION 1. Employees covered by this Agreement are provided vacation leave benefits on a bi-weekly accrual basis. For the purposes of this Article, the employee's months of service includes his continuous service with the Contractor, wherever employed, and with the predecessor contractor(s) in the performance of similar work at any location governed by the RSS-II contract. Employees returning within one year after termination by reduction-in-force will be credited with previous qualifying Contractor continuous service for purposes of this Article.

<u>Months of Service</u>	<u>Accrual Hours Bi-Weekly</u>	<u>Total Accrual Hours per Year</u>	<u>Maximum Balance</u>
00 - 59	3.08	80	160
60 – 119	4.62	120	240
120 – 179	5.38	140	280
180 or more	6.15	160	320

a) Due to operational requirements or manpower shortages, if the Contractor denies a vacation period utilizing the requirements of Section 5 and 8 of this Article, and such denial results in the employee's

vacation accrual balance to exceed the maximum balance shown in Section 1 above, the employee will receive vacation pay equal to the number of vacation hours more than the maximum carry over allowed.

SECTION 2. To be eligible for each bi-weekly accrual, the employee must be in pay status for at least one-half (1/2) of the workdays in the bi-weekly period.

SECTION 3. All vacation leave will be paid at the employee's current straight time hourly rate and shall be used in increments of one-half (1/2) hour.

SECTION 4. Vacation leave shall not be counted as time worked for purposes of computing overtime.

SECTION 5. Vacation leave is to be scheduled a minimum of one (1) week in advance of the effective date. Due to the manning requirements of the work process, vacation request may be approved on a case by case basis during high manning requirements. Single days of vacation with less than the required notice will be subject to operational requirements.

SECTION 6. Employees who have been authorized a work-week cycle, or more, of vacation will not be forced onto overtime work the days off prior to, or the week after unless they have volunteered for overtime work in the respective workweek.

SECTION 7. An employee terminated for any reason shall receive pay for any accrued vacation leave credits through the day of termination.

SECTION 8. Insofar as possible, the following ratio of employees per shift on vacation will apply.

Employee-per shift ratio:

01 – 08 = 01

09 – 18 = 02

19 or more = 03

SECTION 9. Employees will have the option to cash out accrued vacation balances annually, each September, in eight (8) hour increments at their current straight time hourly rate, paid to the employees no later than October 31st of each year.

ARTICLE - 22

OTHER PERSONAL LEAVE

SECTION 1. The parties agree to be compliant with the Executive Order (EO) 13706 of 2015 as amended to provide employees with fifty-six (56) hours of paid leave each year that may be used for reasons related to sickness, health care, and other categories specifically required by EO 13706. Other Personal Leave (OPL) is intended to be used flexibly as needed for employees who require time off.

SECTION 2. If the need for OPL is foreseeable, the employee should request leave at least seven (7) calendar days in advance. If the employee is unable to request leave at least seven (7) days in advance, the employee should request the needed leave as soon as practicable.

SECTION 3. All employees shall accrue one (1) hour of OPL for every thirty (30) hours worked up to fifty-six (56) hours each year.

SECTION 4. OPL shall be used in increments of one-half (1/2) hour or greater and must be utilized for each one-half (1/2) hours of the shift during which the time is requested off (i.e., the entire shift being requested off must be covered by either actual work or OPL). If the utilization of OPL will cause the employee to record OPL excess of forty (40) hours for the week on their last shift(s) they may request the leave be capped in order to not exceed a forty (40) hour work week. Employees at the Greater Metropolitan locations shall be permitted to use OPL hours on a partial shift basis in increments of one-half (1/2) hour not to exceed four (4) hours. These hours can be applied to the front or back end of a shift. Requests for use of hours which exceed four (4) hours will require the employee to request off the entire shift. Employees at the Range locations shall be permitted to use OPL hours on a partial shift basis in increments of one-half (1/2) hour not to exceed three (3) hours. These hours can be applied to the front or back end of a shift. Requests for use of hours which exceed three (3) hours will require the employee to request off the entire shift.

SECTION 5. OPL shall not be considered as time worked for computing overtime.

SECTION 6. Employees may retain and carry over from one (1) calendar year to the next an OPL balance not to exceed 112 hours. Unused OPL may be cashed out in increments of eight (8) hours upon request each December 31st and paid to employees at their current base wage rates no later than January 31st of the following year. Employees who are terminated by the Contractor or resign for any reason during the calendar year shall receive payment for any unused OPL available.

ARTICLE - 23

BEREAVEMENT LEAVE

SECTION 1. Bereavement leave up to three (3) shifts, not to exceed forty (40) hours, can be taken and shall be paid at the hourly rate of pay when an employee loses time from work due to a funeral or internment of a member of his family. To be eligible for bereavement leave, the employee must attend the funeral or internment.

SECTION 2. For this Article, the family of the employee is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, great-grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and stepchildren. The terms father and mother are not limited to the employee's biological parent(s) but in the absence of a biological parent(s), those persons who are considered as the parent(s) of the employee will qualify as parent(s) for this Article.

SECTION 3. Bereavement leave shall not be considered as time worked for computing overtime.

ARTICLE - 24

SPECIAL LEAVE FOR VOTING

SECTION 1. Employees are encouraged to participate in early voting during unscheduled work hours whenever possible. If early voting is impracticable, employees of the Range locations or those Greater Metropolitan area employees that may be scheduled for work during voting hours will be allowed reasonable time off

for voting at all elections with no loss of pay. The employee must provide a voter's stub and complete proper payroll reporting to be entitled to pay.

SECTION 2. Two (2) weeks prior to any election, the Contractor will post an Election Leave Roster which will be signed by day shift employees scheduled to work (normal duty roster) and who desire to vote, not later than 0400 Monday of the week prior to the election or they will not be relieved from duty.

SECTION 3. Employees who are scheduled to work day shift at any Range location on Election Day, and have requested to vote in accordance with Section 1 above, must vote in the following manner:

a) Employees shall be relieved by the oncoming night shift personnel in a manner of time that shall permit the employee scheduled to vote sufficient time to leave the work location with normal transportation and be at a voting location (the closest possible) prior to the close of doors for the voting location. If for any reason normal transportation is not available to the Greater Metropolitan area transportation as provide for in Article 13, Section 2 will be provided to employees on Election Day.

b) Employees that reside outside the Greater Metropolitan area for voting shall be relieved in a manner which allows for them to provide their personal mode of transportation without any charge to the contractor and arrive for voting prior to the close of the doors for that voting location.

c) Those employees relieved early for voting must present proof of voting during the two-week period preceding Election Day. Failure to do so shall result in the employee not being paid for those hours for which they were relieved early as well as disciplinary action at the discretion of the contractor.

d) Those employees that were not scheduled to work a day shift and are subsequently called in for overtime shall be eligible to receive two (2)

hours of compensation as provided for in this Article if they present the required proof of voting. Employees in this category cannot be guaranteed the required time off to vote however, the contractor will attempt in so far as practical to provide the required early relief to vote if need be.

SECTION 4. Those employees who choose to conduct early voting will receive an additional two (2) hours compensation at the basic hourly rate (not counted as hours worked).

a) To be eligible for payment as stated in this article, the employee must Present proof of voting by absentee ballot or early voting during the two-week period preceding Election Day.

SECTION 5. The only night shift eligible to participate in this Article shall be the “D” location due to the current training schedule. If the current training schedule in effect as of the ratification date of this Agreement should change, the parties will negotiate changes that may be required to include the removal of “D” night shift employees from this Article.

SECTION 6. If operational requirements prevent the Contractor from allowing Range location day shift employees to exercise a listed option, the Union will be advised of any alternative method used to allow the employees to vote.

ARTICLE - 25

JURY DUTY LEAVE

SECTION 1. An employee who is required to report for the pre-selection phase, and/or serve on a jury and who loses work time because of such service shall be paid the difference between the jury duty fee received and the employee’s normal pay rate for his normal scheduled hours for such day(s). It is understood and agreed that this benefit applies only to an employee’s regularly scheduled workdays and no benefits shall be paid for time spent on juries for days the employee was not regularly scheduled to work.

SECTION 2. At the request of the Contractor, the employee shall furnish court issued documentation of such jury service for which the employee claims benefits as herein provided.

SECTION 3. The provisions of this Article shall not apply to any Jury Summons received by an employee more than ten (10) calendar days prior to his date of hire.

SECTION 4. Jury duty leave will not be considered as time worked for purposes of computing overtime pay.

SECTION 5. No member shall lose any seniority, benefits or job protections regardless of the duration of any required jury duties.

SECTION 6. As used herein, necessary time off means the day of the appearance in court for those employees of the day shift and either the night before or night of following the appearance in court for night shift employees, but not both.

a) Due to the scheduled night shift working hours and the court program for reporting, supervision shall review all available options in cases where the night shift employee is required to report for Jury duty the next business day during the morning hours.

ARTICLE - 26

LEAVES OF ABSENCE

SECTION 1. The Parties agree to be in compliance with the Family and Medical Leave Act (FMLA) of 1993 as amended. Employees and their attending physician shall complete all required documents. The employee shall return the completed documents to Human Resources within the required timeline to determine eligibility and whether requested leave qualifies as FMLA leave. Employees returning to work must provide a Fitness for Duty Certification from an approved Contractor physician verifying whether the employee is able to return to work.

SECTION 2. Employees who have exhausted their twelve (12) weeks of entitled leave under the FMLA may continue on an extended medical leave with the approval of Human Resources. In order to evaluate and approve the continuation of extended medical leave, Human Resources will require additional documentation from the employee's attending physician certifying the need for extended leave, extent of any limitations in the ability to perform job related functions and expected duration of limitations. Extended leave shall continue up to a maximum of forty (40) additional weeks with physician certification. Employees re-instated must provide a Fitness for Duty certification within this time period from an approved Contractor physician verifying that the employee is able to return to work. Employees on an extended medical leave of absence longer than sixteen (16) weeks are not entitled to reinstatement at their former location or shift but will be assigned based upon available vacancies and qualifications. Employees medically cleared within fifty-two (52) weeks are entitled to the first available vacant position for which the employee is qualified even if the position becomes available after the fifty-two (52) weeks. Failure to accept the first available vacant position will result in termination.

SECTION 3. The employee shall retain all seniority during an approved medical leave of absence. Security Sergeants returning to work after a medical leave of absence longer than sixteen (16) weeks will be reinstated at the appropriate Security Officer rate based on their seniority unless a Security Sergeant vacancy exists.

SECTION 4. Employees on FMLA leave shall be entitled to receive the Flex Benefit payment to assist in managing their medical benefit coverage. An employee must continue to pay their portion of insurance premiums during any leave of absence if they choose to continue their coverage.

SECTION 5. All Leaves of Absence, other than those provided for in this Agreement, must be approved by the Security Manager or Human Resources.

SECTION 6. If at any time it is determined by an attending physician that the injury or illness will prevent the employee from ever returning to full work status, any extended leave beyond the twelve (12) weeks required by FMLA will be denied.

ARTICLE - 27
DUES CHECK OFF

SECTION 1. Upon receipt of an authorization signed by an employee covered by this Agreement and upon notification from the Union, the Contractor shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's wage earnings, on the first pay period of each month, the amount owed to the Union by the employee for his/her monthly Union dues.

SECTION 2. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Contractor shall withhold from such employee's wage earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the wage earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's wage earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 5.

SECTION 3. Should any employee who has executed the authorization have no wage earnings due to him/her on the first pay period of any month or should any employee's wage earnings be less than the amount owed or due, deductions shall be made from that employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues owed by such employee.

SECTION 4. The Contractor shall transfer to the Union through an Automated Clearing House (ACH) deposit, all dues and/or fees deducted for the Union within the same month those funds are deducted as provided in Sections 1 and 2 above. Concurrent with the deposit of funds, the Contractor will deliver to the Treasurer and President by email a list of members and the amount of funds deducted from each member.

SECTION 5. The aforementioned authorization directing the Contractor to make the deductions provided for above, which was executed by the employee, shall be

irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself each successive year or for the applicable Agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Contractor and the Union by certified mail, return receipt requested, at least ten (10) days and not more than twenty (20) days before any periodic renewal date, advising the Contractor and the Union of that employee's desire to revoke the authorization.

SECTION 6. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their wage earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Contractor nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deduction provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Contractor any Union dues and initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Contractor which had been transferred to the Union.

SECTION 7. The Union agrees to indemnify the Contractor and hold it harmless against all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 8. The Union dues, initiation, and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local Bylaws and Constitution.

ARTICLE - 28

SENIORITY

SECTION 1. Full time employee's seniority is defined as the total accumulated period a full-time employee covered by this Agreement has worked with the Contractor and predecessor contractors since his last date of hire without a break in service. If two (2) or more persons in the same classification have an equal number

of day's seniority, the relative seniority shall be based on the employee's age (oldest first).

SECTION 2. The seniority as set forth in Section 1 above solely has relation to other employees covered by this Agreement. For purposes of this Article, Sergeants shall be the same as Security Force Officers.

SECTION 3. Except and unless as mandated by Federal Nondiscrimination/Equal Employment Opportunity/Affirmative Action requirements, reductions in force/layoffs (lowest to highest) and recalls/rehires (highest to lowest) shall be made based on seniority; provided employees possess appropriate clearance/program access.

SECTION 4. In the event an employee is reduced in force/laid off and is recalled/rehired within one (1) year, his seniority shall include that seniority which he had accumulated prior to his layoff.

SECTION 5. Seniority shall not be accumulated for periods of a leave of absence for more than twenty-six (26) weeks except for military leaves of absence and approved medical leaves of absences.

SECTION 6. Seniority shall be lost by an employee under the following circumstances:

- a) Discharge by the Contractor.
- b) Voluntary termination.
- c) Layoff for a period of more than one (1) year.
- d) Failure to report on time when recalled from layoff.
- e) Return to the bargaining unit after ninety (90) days or more following a promotion to supervision.

SECTION 7. Subject to the provisions of Section 3 of this Article, recall/rehire shall be in reverse order of the reduction in force/layoff provided they possess appropriate clearance. Employees being recalled shall be notified by the Contractor's Human

Resource Department, with a copy of the notice being sent to the Union. If the Contractor does not receive a reply from the employee within six (6) business workdays from the date of delivery of the recall notice as shown on the registered mail receipt, or if the employee does not agree to report for work within two (2) calendar weeks after he receives notification, or if the employee does not report for work on the date he agrees to report, the employee will be considered to have forfeited all his seniority and recall rights. The time limits set forth above are to be strictly complied with except as they may be extended by the Contractor.

SECTION 8. The Contractor agrees to furnish semi-annually to the Union a current and accurate copy of the seniority list showing the relative seniority of each employee covered by this Agreement.

SECTION 9. All employees shall undergo a probationary period of one hundred eighty (180) calendar days from the date of hire by the Contractor. During such probationary period, the employees shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority dating back to the original date of hire. Newly hired employees may be discharged for any reason during the probationary period without any right to dispute the discharge under the grievance and arbitration procedures. The probationary period may be extended by Agreement of the Contractor and the Union.

SECTION 10. All employees will be assigned to a regular duty shift and location. The Contractor may temporarily assign employees to other duty locations or shift assignments to meet operational requirements and mission needs of the client/customer. These temporary assignments shall be determined by seniority (lowest to highest). The temporary assignment of employees will last no longer than twenty-one (21) calendar days, unless mutually agreed upon by both parties.

SECTION 11. Employees may be permanently assigned to locations “G”, “T” and “D”. All other locations are subject to transfer to permanent location reassignments based upon the following provisions.

- a) Employees operating at the “G”, “T” or “D” locations will not be subjected to forced transfers away from these locations.

b) Regardless if the employee has served time at any of the permanent assigned locations, all Greater Metropolitan area location employees are subject to forced assignments to locations “G”, “T” and “D”. These forced assignments shall be determined by seniority (lowest to highest) and the possession of, or be eligible for, the required certifications and or qualifications.

SECTION 12. All shift change openings will be offered internally to those employees currently working at the location with the vacancy. Assignments will be offered based on seniority. Should there be no volunteers from any of the members at the affected location, the opening(s) shall be posted at all other work locations covered under this Agreement. If there shall be no volunteers at that time, the provisions of this Article for Forced location transfers shall be applied. This section shall have no effect on any member covered by Section 11 above.

SECTION 13. The Contractor will solicit volunteers for transfers among all duty locations prior to any forced employee transfers. Volunteers must be eligible for security and access requirements for transfer. Any member who has acquired their required certifications shall be permitted, when multiple vacancies are available, to choose between which range location they desire, seniority shall prevail from highest to lowest.

SECTION 14. Employee are eligible to volunteer for transfer to and from any location covered by this Agreement. Transfers to any of the locations will be made based on the seniority of the employee, highest to lowest, and the possession of, or be eligible for, the required certifications and/or qualifications that meets the security and/or qualification requirements. Employees transferred under this section must serve no less than one (1) year on location before any additional transfer request can be submitted, excluding employees who have been forced to an assignment.

SECTION 15. It is understood by the Contractor and Union that hardships may arise in an employee’s personal life. If such matters become too extensive of a burden for the employee to handle while being assigned to the “G”, “T” or “D” locations, such circumstances will be taken into consideration by the Contractor and Union to seek a resolution for the welfare of said employee. This provision shall not be a guarantee of a location transfer.

ARTICLE - 29

TRAINING

SECTION 1. The Contractor will provide all required mandatory training at no cost to the employee. The training will normally be provided during regularly scheduled work hours. Employees whose assignments require mandatory training and certification must successfully meet the established standards of the course. If an employee, having once failed to qualify in some aspect of mandatory training, and, upon receiving remedial training, fails a second time, the employee may be removed from the assignment requiring the training in question and reassigned to other work within his qualifications even if a downgrade is involved. Failure to maintain minimum qualifications may result in termination of employment.

SECTION 2. Due to the complexity of assignments at the Range Locations, employees at those locations will receive three (3) hours of training per each three (3) day work cycle for an average of twenty-six (26) training sessions annually. Training at Range locations will be considered as time worked.

a) Employees assigned to all other locations will receive the required training as needed. Those hours of training conducted in off duty status shall not be used for achieving the forty (40) hours of work required to be scheduled to employees. The provisions of Article 10 shall apply.

SECTION 3. All subjects/practicals used in Quality Control (QC) testing shall be derived from subject matter presented in training as applicable to the Job Qualification Standards (JQS) initiated by the contractor. Changes in training content will be provided to the Union prior to implementation.

ARTICLE - 30

WEAPONS QUALIFICATION

SECTION 1. Prior to being armed or performing armed duties on the RSS-II contract, each employee must qualify with the Government Furnished Equipment (GFE) designated firearm(s) for the assigned duty location. Minimum qualifying

scores are established by Government regulations applicable to the Contractor's areas of operation. Re-qualifications shall be conducted as applicable and required.

SECTION 2. Employees assigned to the Greater Metropolitan area locations will fire for proficiency/qualifications at a firing range provided for and paid by the contractor.

SECTION 3. Any employee that fails any part of the government conducted qualification shall be considered unqualified. An employee failing any part of the government conducted qualification shall be scheduled for up to two (2) remedial weapons qualification attempts in accordance with (IAW) client instruction(s).

SECTION 4. Actual time spent in class and/or range firing for weapons qualifications shall be paid as time worked for the purpose of computing overtime.

ARTICLE - 31

MEAL PERIODS

SECTION 1. Meal periods are included within the duty hours of normally scheduled shifts as designated in Article 8, Workday and Workweek.

SECTION 2. Insofar as practical, advance notice of daily assignment changes will be given to affected employees so that they may prepare for assignments.

SECTION 3. Practices in effect as of the ratification date of this Agreement regarding furnishing of meals and lodging at the "G", "T" and "D" locations will continue for the life of the Agreement. In the event meal and/or lodging arrangements are materially changed by government action, the parties will meet as provided in Article 35.

ARTICLE - 32

SERGEANT CLASSIFICATION

SECTION 1. The necessity for, the number of, and identity of Sergeants shall be determined solely by the Contractor. However, the Union recognizes it is the prerogative of the Contractor to determine qualification requirements for all Sergeant Positions, to assess the qualifications of individuals and to make the final selection.

SECTION 2. When a Sergeant position becomes open, the Contractor will post openings on all security department bulletin boards for seven (7) calendar days. Any employee who meets the requirements for promotion to the posted opening must apply for such opening via the Contractor careers page (<https://careers-janusgo.icims.com/jobs>). The qualifications for sergeant positions will be listed in the Job Description on the job posting.

SECTION 3. In concert with the Contractor Recruiting Department, the Security Manager will screen all internal and external applicants, conduct interviews as required, and will select the most fully qualified candidate for the position. However, the Contractor's policy is, to the extent possible, to promote from within. Any current employees who are not selected will be informed of their non-selection and, if requested, will be provided feedback to the reasons for their non-selection so that they might make themselves more competitive for future opportunities for advancement.

ARTICLE - 33

TECHNOLOGICAL CHANGE

SECTION 1. In the event of any proposed change in equipment, material and/or methods which may result in a significant increase to Security Officer job tasking requirements or create through the incorporation of the change a reduction in bargaining unit employees, the Contractor will advise the Union as far in advance as is feasible. The matter will be discussed by the parties under the provisions of Article 6, Joint Labor - Management Committee. Recommendations shall be pivotal in

developing the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Contractor.

SECTION 2. The Contractor recognizes its responsibility to its employees when it becomes necessary to affect any reductions in the work force as a direct result of the introduction of technological changes and/or mechanizations. When feasible, such reductions shall take place by attrition (i.e., retirement, resignation, discharge for cause, and/or disqualification). When attrition does not result in the necessary overall reduction of employees, employees shall be reduced in force in accordance with Article 28.

ARTICLE 34

WORKING CONDITIONS

SECTION 1. Where feasible, permanent or portable fixed stations will be equipped by Government Furnished Equipment (GFE) microwave, refrigerator, swivel chair(s) and adequate telephone and/ or radio communications. Stations that do not have a water fountain within will have a water cooler which will be maintained by the Contractor or a five-gallon or less water Igloo provided which shall be maintained by Posting Officers. If there shall be contractor or GFE issued water systems to individuals such as a camel back hydration system, the individual shall be responsible for providing a water/hydration supply and to maintaining that equipment.

SECTION 2. Employees are responsible for reporting unsafe and/or unserviceable equipment to supervision. All unsafe and/or Unserviceable equipment will be replaced as soon as possible.

SECTION 3. The Contractor will coordinate with the client to provide a portable toilet facility for all stations.

SECTION 4. The Contractor will provide proper relief staffing to all employees when active stations (permanent or portable) do not have the above referenced amenities provided.

SECTION 5. The Contractor and Union are jointly committed to striving for the best possible field working conditions for all employees as can be achieved.

ARTICLE - 35

DEPARTMENT OF DEFENSE (DOD) ORDERS, DIRECTIVES, AND/OR REGULATIONS

SECTION 1. It is understood and agreed that the Contractor's operations involved herein are subject to U.S. Department of Defense (DOD) orders, directives, and/or regulations. It is agreed that should any orders, directives, and/or regulations of the authorized DOD element conflict with any of the provisions of this Agreement, such order(s), directive(s), and/or regulation(s) shall supersede any conflicting provision of this Agreement.

SECTION 2. In the event any DOD order(s), directive(s), and/or regulation(s) issued conflicts with any provision of this Agreement, the Contractor will provide written notice to the Union and permit the Union to review the proposed changes. The parties agree to meet and negotiate in good faith resolution(s) to those Article(s) of the CBA affected.

ARTICLE - 36

GENERAL SAVINGS CLAUSE

SECTION 1. It is not the intent of either party to this Agreement to violate any executive orders or federal, state and local laws governing the subject matter contained herein. All parties to this Agreement, agree that if any provisions contained herein are held or determined to be illegal or void by a court of final and competent jurisdiction, the parties agree to promptly enter into negotiations concerning the clauses affected by such a legal decision for the purpose of achieving conformity with the requirements of any applicable law so violated.

ARTICLE - 37

RSS II Program Policies

SECTION 1. The Parties recognize that RSS II Program Policies shall apply to the employer and employees to the extent the terms are not inconsistent with the terms of the CBA and practices recognized thereunder.

SECTION 2. The parties recognize that certain RSS II Program Policies do not apply to its employees based on the operations of the security force. To address these issues, the parties will meet and confer in good faith to establish Employer addendums identifying these areas and providing alternate terms. Nothing herein will restrict the Employer from unilaterally establishing Addendums if the parties are unable to agree on terms. The Union reserves the right to grieve any Addendum it contends violates the CBA.

SECTION 3. Employer shall provide the Union and employees the URL addresses necessary to access the applicable RSS II Program Policies and provide notice to the Union and employees when RSS II issues new Program Policies and/or of existing policies. In those locations where digital access is restricted, the Employer will maintain a hard copy of all policies in a location which employees have regular access.

ARTICLE - 38

WAIVER OF RIGHTS

SECTION 1. The parties hereto 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2. Therefore, the Contractor and the Union for the life of this Agreement each voluntarily and unequivocally waives the right, and each agrees that the other

shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically 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.

ARTICLE - 39

SUPERVISORS PERFORMING BARGAINING UNIT WORK

SECTION 1. Supervisory employees will not perform the duties of employees in the bargaining unit, except under the following conditions:

- a) For an immediate necessity when no other personnel are available.
- b) For personal relief of employees when other qualified employees are not readily available.
- c) To comply with the PWS provisions referenced for Zero Deviations of staffing when no members are available after exhausting all call out/force-out procedures.
- d) Emergencies or Acts of God.
- e) When such work is necessary for instruction or training purposes.
- f) And for customer-mandated manning requirements beyond the control of the Contractor.
- g) This does not dissolve the requirement of the contractor to initiate Overtime callout procedures to fill ECP or TCP staffing requirements for closure activities.

SECTION 2. Substitution of supervisors for bargaining unit personnel shall normally only be for short periods of time and is not intended to displace bargaining unit employees or overtime opportunities for bargaining unit employees.

SECTION 3. Events of immediate necessity shall be presented to the Union for notification if adequate time is available.

ARTICLE - 40

PART-TIME OR CASUAL EMPLOYEES

(This Article only applies to Las Vegas work locations.)

SECTION 1. The parties recognize the potential need for part-time or casual employees. The parties understand that this flexibility is not intended to avoid the use of full-time employees in a situation where a full-time employee is operationally justified. The “spirit and intent” of having part-time or casual employees is to have a readily available pool of qualified personnel.

SECTION 2. Part-time or casual employees will only be assigned to fill vacancies due to new or short-term mission requirements but there shall be no displacement of full-time employees.

SECTION 3. Except as required by law, part-time or casual employees shall not receive step progressions, vacation accruals, OPL, seniority or any additional benefits. In the event of a reduction in force, full-time employees affected by the reduction in force shall have the priority to fill vacancies.

SECTION 4. Part-time or casual employees will not be used to fill full-time positions on a continuous basis. Part-time or casual employees may request consideration for full-time employment vacancies.

SECTION 5. Part-time or casual employees who become full-time employees shall not be required to serve a new probationary period provided they have successfully completed their original probationary period during their part-time or casual employment.

a) Step progressions, vacation accruals, OPL, seniority, and all additional benefits will become effective on the full time hire date or eligibility date.

SECTION 6. All full-time employees will be offered overtime duty positions prior to any part-time or casual employee being offered to the open temporary duty position. Nothing in this Article shall preclude full-time employees from working overtime.

ARTICLE - 41

DISCIPLINE/LETTER OF REPRIMAND/MEMO FOR RECORD

SECTION 1. Termination of Employment: No employee, after having completed his/her probationary period, shall be disciplined or discharged without just cause. An employee who has completed the designated probationary period must be given a written warning and a reasonable opportunity to correct the deficiency prior to discharge. All warning notices are void after one (1) year. No written warning is required when an employee is discharged for dishonesty, willful misconduct, drunkenness or drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Article 19 of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report to work without just cause, or walking off the job during a shift.

SECTION 2. When an employee is disciplined or discharged, any prior disciplinary action of that employee within the prior one (1) year shall be considered in determining the just cause of the discipline or discharge. The prior discipline does not have to be for the same offense for which the Employee is being discharged or disciplined.

SECTION 3. The Contractor will notify the Union of all disciplinary action. The Union will be provided a copy of all Discipline or Termination Letters that are issued to members of the bargaining unit.

SECTION 4. "Disciplinary Letters" shall become null and void one (1) year after issue and may not thereafter be used as a basis for or in support of any subsequent disciplinary action against the Employee unless the record demonstrates a recurring history of the same or similar violation over a period of time.

SECTION 5 Employees have the right to Union representation at all meetings with management that could result in disciplinary actions or other adverse consequences, up to and including termination. In cases of written reprimand, suspension without pay, or discharge, the Contractor agrees to notify the appropriate Union representative prior to taking such action when reasonably possible.

ARTICLE - 42
USE OF DEADLY FORCE

SECTION 1. Use of Deadly Force. The Contractor shall provide for the legal defense and related expenses, of any employee named as a defendant in any civil action arising out of the reasonable performance of their duties within the scope of employment, including off range if directed, in accordance with the following publications and instructions upon which each employee is provided annual training:

- AFI 31-117 “Arming and Use of Force by Air Force Personnel”
- AFM 31-222 “Air Force Use of Force Manual”
- AFM 31-229 “USAF Weapons Handling Manual”
- AFM 36-2227 “Combat Arms Training Program Individual Use Weapons Publication”
- APM 10-100 “The Airman’s Manual”
- Location specific Operating Instructions

The obligation to provide defense support ceases upon a finding of guilt in a criminal court, where it is clear the employee was not acting in accordance with the above standards.

SECTION 2. Employees shall immediately notify the Contractor of any threatened or pending claims of legal actions falling within the scope of this Article.

SECTION 3. When an employee takes or attempts to take a human life in the performance of duties, the Contractor will encourage the employee’s utilization of the EAP Program.

SECTION 4. Any employee that shall be burdened with loss of time from employment as a consequence of any Section within this Article shall remain as an active employee and paid at the applicable rate of pay for no less than a forty (40) hour work week (including benefits) for the duration of the Employer’s initial investigation.

ARTICLE - 43
TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of October 01, 2018.

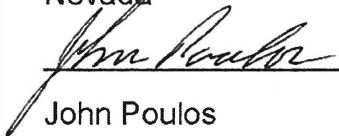
SECTION 2. This Agreement shall remain in effect until September 30, 2024 and shall continue from year to year thereafter unless the employer or the Union gives written notice to the other of a desire to change, amend, modify, or terminate this Agreement at least ninety (90) days prior to September 30th in any subsequent year thereafter.

SECTION 3. The parties agree to an economic re-opener in 2021 to meet and negotiate wages, the flex plan and the 401(k) plan for contract years 2022, 2023, and 2024. The employer or the Union shall give written notice to the other party of a desire to reopen the Agreement for wages and benefits at least sixty (60) days prior to September 30, 2021.

In witness thereof, the parties have executed this Agreement this 5th day of October 2018.

FOR THE UNION:

Security Police Association of
Nevada



John Poulos

President - SPAN



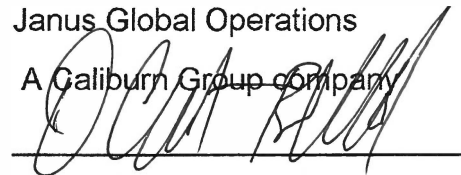
Philip Rice

Philip Rice

Recording Secretary - SPAN

FOR THE CONTRACTOR:

Janus Global Operations
A Caliburn Group company



Clint Benfield

Clint Benfield

JGO Director – DOD Security Ops

APPENDIX A

A) CLASSIFICATIONS:

- 1) Employees initially shall be hired as a “Probationary Officer”. After successfully completing one hundred-eighty (180) days of service, they shall automatically advance to Security Officer I.

- 2) Upon completion of one (1) year of continuous service as a Security Officer I, the employee shall be automatically advanced to the Security Officer II classification on that date.

- 3) Upon completion of two (2) year of continuous service as a Security Officer II, the Employee shall be automatically advanced to Security Officer III classification on that date.

- 4) Upon completion of two (2) year of continuous service as a Security Officer III, the Employee shall be automatically advanced to the Security Officer IV classification on that date.

- 5) The above system applies to all current employees working within the bargaining unit as well as all future hires.

B) WAGES:

Classification & Wage Rates with Effective Dates						
	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023
Probation	\$ 19.53	\$ 19.73	\$ 19.93			
Security Officer 1	\$ 22.40	\$ 22.65	\$ 22.90			
Security Officer 2	\$ 26.57	\$ 26.82	\$ 27.07			
Security Officer 3	\$ 27.44	\$ 28.81	\$ 29.91			
Security Officer 4	\$ 32.65	\$ 34.85	\$ 36.50			
Sergeant	\$ 30.78	\$ 30.78	\$ 30.78			

1. The wage rates for the period of October 1, 2018, through September 30, 2021 shall be the rates in the above chart for those contract years. Wage rates for contract years 2021 through 2023 shall be subject to the re-opener in 2021. The Union may allocate wage increases among various classifications or to healthcare costs on an annual basis. The Union must notify the Contractor at least thirty (30) days in advance of the proposed effective date of the allocation of such monies.

C) UPLIFTS:

Location	Remote Site Allowance	BDOC/Sgt's/ Desk Officer Incentive Pay	Any SO Certified for LT	Tactical Weapons Qualification Premiums
R-1	n/a	n/a	n/a	n/a
R-2	Employees shall receive ten dollars (\$10.00) remote site allowance per shift worked.	n/a	n/a.	Security officers qualified on tactical weapons will be paid two dollars (\$2.00) to base wage for all hours worked or paid**
D	Twelve dollars (\$12) / twenty-eight dollars (\$28) *	n/a	n/a	Security officers qualified on tactical weapons will be paid two dollars (\$2.00) to base wage for all hours worked or paid**
T / G	n/a	Security officers certified in Desk Officer operations shall receive a differential of three dollar (\$3.00) per hour worked in that assignment.	SO's who fill in for lieutenants shall receive two dollars (\$2.00) per hour worked in that assignment.	Security officers qualified on tactical weapons will be paid two dollars (\$2.00) to base wage for all hours worked or paid**
P-1	n/a	Security officers certified in Desk Officer operations shall receive a differential of one dollar (\$1.00) per hour worked in that assignment.	n/a	Security officers qualified on tactical weapons will be paid two dollars (\$2.00) to base wage for all hours worked or paid**
P-2 / P-3 / P-4	n/a	n/a	n/a	Security officers qualified on tactical weapons will be paid two dollars (\$2.00) to base wage for all hours worked or paid**

* Employees at this location who reside within the local commuting area shall be paid an additional twelve dollars (\$12.00) for each shift worked. Those employees who reside outside the local commuting area shall be paid an additional twenty-eight dollars (\$28.00) for each shift worked.

**This premium will only be paid to employees working at locations with a tactical weapon requirement. The tactical weapon shall be the GFE weapon as designated.

Should additional certification or qualification requirements arise due to required changes in job taskings, the Contractor and the Union shall meet to discuss the impacts of such change.

D) PAYMENT OF WAGES

All wages shall be paid on a designated bi-weekly payday (Fridays). When employees are laid off or discharged, they must be paid wages due to them at the time of layoff or discharge in accordance with the provisions of applicable Nevada Statutes.

All pay discrepancies which result in a correction payment over one hundred (\$100) dollars to the employee shall be provided by a separate check payment/direct deposit not included with the employees' normal payment of payroll wages. Applicable deductions shall apply.

E) BENEFITS

It is hereby agreed between the Union and the Contractor that the benefits enumerated below are similar to those enjoyed by other employees of the Range Support Services II Program and are subject to adjustment upward or downward for all employees of the Range Support Service II Program, including those covered by this Collective Bargaining Agreement, at the discretion of the Contractor. The rationale for any adjustments will be made clear prior to implementation. Such adjustments shall not be subject to Article 19, Grievance and Arbitration.

As these Group Insurance Plans are provided by outside vendors and/or are Companywide plans, the Contractor may find it necessary or desirable to amend, revise, replace, or terminate some or all of the plans during the life of this Agreement. Should this occur, the Contractor will immediately advise the Union of such changes and, at the written request of the Union, will meet as soon as possible to negotiate modifications.

Part-time and casual employees will not be entitled to Contractor Benefits.

1) Contractor Paid Premiums

- Basic Life Insurance - equal to one (1) times an employee's base annual salary, but in no event less than eighty thousand dollars (\$80,000.00) or more than one hundred fifty thousand dollars (\$150,000.00).

- Accidental Death & Dismemberment Insurance - equal to one (1) times the employee's base annual earnings, but in no event less than eighty thousand dollars (\$80,000.00) or more than one hundred fifty thousand (\$150,000.00).
- Business Travel Accident Insurance – equal to three (3) times the employee's base annual earnings, subject to a maximum of one million dollars (\$1,000,000.00).
- Employee Assistance Program (EAP)
- Contractor Sponsored 401(k) Program – All employees in the bargaining unit will participate in the Contractor sponsored 401(k) account program. The Contractor will make monthly cash contributions equal to five percent (5%) of the employee's gross compensation into their savings plan account. The provisions of this program are as stated in the Summary Plan Description to be provided to all eligible employees except the Contractor contribution will be limited to that stated above.
- Employee Educational Assistance

2) Additional Employee Voluntary Plans (at employee's cost)

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Short Term Disability Insurance – Benefit of 66 2/3% of base weekly earnings less any statutory disability payments (Maximum of two thousand three hundred eight dollars (\$2,308.00) per week)
- Long Term Disability
- Dependent Life Insurance
- Supplemental Life Insurance - Composite rates for this insurance shall be the same prorated rates for all employees and not be based on the age of employees.
- Supplemental Accidental Death & Dismemberment
- Flexible Spending Account
- 401(k) Employee pre-tax contributions

3) All employees covered by this Agreement who were employees pursuant to an Agreement between the Contractor or any predecessor contractor and the Union shall be entitled to receive at least the same value of benefits for Life Insurance, Disability Insurance and other listed benefits without the need or requirement for re-qualifying for said coverage or benefits.

4) Flexible Benefits Program

Employees covered by this Agreement are eligible to participate in the RSS II Flexible Benefits Program. Under this program, the Contractor will provide each covered full-time employee with a Flexible Benefits Credit of \$378.21 bi-weekly. This amount shall remain constant until such time as a negotiated change is agreed to by the Union and the Contractor.

F) UNIFORMS, WEAPONS, AND EQUIPMENT.

1) The Contractor will ensure the furnishing of all uniforms, equipment and weapons (where required) for employees assigned to the Greater Metropolitan area locations is adhered to. These employees covered by this Agreement will be provided with three (3) short sleeved and three (3) long sleeved uniform shirts, and three (3) uniform pants. At the completion of one (1) year, the employee shall receive an additional two (2) long sleeve shirts, two (2) short sleeve shirts and two (2) pairs of pants. All uniforms thereafter shall be replaced on a one for one basis of serviceability. Uniform, jackets, coats and boots as appropriate to the location, will be issued thru the Contractor.

2) Employees covered by this Agreement and assigned to those locations outside the Greater Metropolitan area issued Government Furnished Equipment (GFE) will be provided an initial issue of three (3) sets of uniforms, two (2) pair of desert boots, belt, hat, coats, jackets and any other equipment needed for duty at those locations. At the completion of one (1) year, the employee shall receive an additional two (2) sets of uniforms. Re-issue of uniforms will be conducted based upon serviceability standards of exchange one for one. All equipment as appropriate to these locations, will be provided by the Client.

- 3) No uniforms or parts of uniforms, equipment, badges, buttons, or insignia other than as prescribed by the Contractor may be worn while on duty.
- 4) The current practice regarding cleaning of uniforms will continue for the term of this Agreement.
- 5) Required Personal Protective Equipment (PPE) will be provided at no cost for employees assigned to all RSS II Operations.
- 6) Equipment and weapons supplied by the Contractor remain the property of the Contractor. All Contractor equipment must be returned to the Contractor upon termination of employment. Failure to comply with this requirement will result in the cost of said equipment being deducted from any monies due to the employee.

G) HEALTH REQUIREMENTS

Consistent with Article 35, Department of Defense Orders, Directives, and/or Regulations, the Collective Bargaining Agreement, the Contractor and employees shall comply with all applicable health and safety regulations.

H) SAFETY GLASSES

When requested, the Contractor will provide safety glasses (prescription or nonprescription) to employees under existing RSS II contract policy. Should Federal or client regulations result in changes to duty equipment which would influence the type of prescription glasses required, the Contractor shall provide these at no cost to the employee annually.

APPENDIX B

Physical Fitness Standards

A. PHYSICAL REQUIREMENTS

All employees covered under this Agreement must maintain good general health without physical injuries, defects or abnormalities, which would interfere with the performance of duties. Each employee must meet certain requirements for which the minimum standards are:

- 1) Properly proportioned height and weight (in accordance with Weight Requirements by Age Group/Gender chart);
- 2) Possess binocular vision correctable to 20/30 (Snellen);
- 3) Able to discriminate among standard colors;
- 4) Capable of hearing ordinary conversations at twenty (20) feet and whispered conversations at ten (10) feet with each ear with/without the benefit of a hearing aid; and
- 5) Able to perform normal or emergency duties requiring moderate to arduous physical exertion, such as:
 - a) Standing or walking for an entire shift;
 - b) Climbing stairs or ladders;
 - c) Lifting or carrying objects weighing up to fifty (50) lbs.;
 - d) Running for a short distance; and
 - e) Self-defense.

B. Weight Requirements by Age Group/Gender

SECTION 1. Effective January 1st, 2019 all employees must meet the physical requirements shown in the accompanying chart.

SECTION 2. Compliance with the standards will be evaluated at each employee annual physical. Any employee not meeting such requirements will be placed in the Weight Control Program. The Contractor contracted physician will provide the employee with a target weight that an employee must lose in order to be within height/weight standards and be removed from the Weight Control Program.

SECTION 3. Employees not meeting the weight standards will be required to lose 30% of that target weight during the first year in the Weight Control Program, 30% in year two in the Weight Control Program, and the remaining 40% during the third year in the Weight Control Program. The Contractor contracted physician will evaluate the employee's success or failure to meet his target weight loss percentage during the employee's annual physical. This physical will be scheduled as soon as possible following each anniversary year.

SECTION 4. Employees who feel they have a unique body type (e.g. weight lifter who has low body fat) may request a body fat index measurement as an alternate method for determining whether or not they meet the standard. The Contractor contracted physician will determine the employee's body fat percentage by measuring seven fields: gender, age, height, weight, neck, waist and hips (females only). These values will be entered into the body fat calculator found at <http://fitness.bizcalcs.com/Calculator.asp?Calc=Body-Fat-Navy>. Males must be at 25% body fat or lower and females must be at 31% body fat or lower to be within acceptable standards.

SECTION 5. While on the Weight Control Program, employees who fail to meet the established weight standards during any annual physical will be terminated.

SECTION 6. Height/Weight Requirements by Age Group/Gender.

Weight Requirements by Age Group/Gender														
Height	17-21		21-27		28-39		40-49		50-59		60-69		70-79	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
60	176	133	181	138	184	141	186	146	189	151	191	155	193	160
61	178	138	183	143	187	146	190	151	192	155	194	160	196	165
62	182	144	185	148	190	152	192	158	194	163	197	169	199	175
63	184	148	189	153	193	158	196	162	198	167	200	171	202	176
64	189	153	193	158	198	162	200	167	202	171	205	176	207	181
65	194	158	199	162	204	167	206	171	208	176	210	181	213	185
66	200	162	204	168	209	173	215	177	217	182	220	186	222	191
67	206	167	210	171	215	177	217	183	220	189	222	194	224	200
68	212	173	216	177	222	183	224	189	227	194	229	200	231	206
69	217	177	222	182	228	187	230	193	232	199	235	205	237	211
70	223	183	229	188	233	193	237	199	240	205	244	211	247	216
71	229	187	233	192	239	198	242	204	246	209	250	215	253	221
72	236	192	242	198	247	204	251	209	254	215	258	221	261	227
73	243	198	248	204	254	209	258	216	261	222	265	228	268	234
74	251	205	256	211	262	217	266	223	269	229	273	235	276	240
75	258	210	265	216	270	223	274	230	274	237	277	244	281	251
76	265	217	270	223	277	230	281	237	284	244	288	251	291	258
77	271	222	276	229	283	236	286	243	290	250	293	257	297	263
78	278	228	285	235	292	242	296	248	299	255	302	262	306	269
79	285	233	292	240	299	247	302	255	306	263	309	271	313	280
80	292	239	299	246	307	253	311	261	314	269	317	277	321	285

