

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-23-R-034		Page of Pages 1 Attachments	
		2. Amendment/Modification Number Amendment No. 1		3. Effective Date See Box 16C	
4. Requisition/Purchase Request No.		5. Solicitation Caption Lottery Security Services			
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E610 Washington, DC 20024			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS Code Facility		9A. Amendment of Solicitation No. CFOPD-23-R-034			
		9B. Dated (See Item 11) June 2, 2023			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning a <u>1</u> written copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority) Administrative					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above referenced solicitation to provide Lottery Security Services is hereby amended to reflect the following changes (Attachment A) and response to inquiries received (Attachment B). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Drakus Wiggins, CPPO		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia <i>Drakus Wiggins</i> (Signature of Contracting Officer)		16C. Date Signed 06/21/2023

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Delete Section B.6 Price Schedule – Requirements and replace as follows to increase the Special Police Officer Estimated Quantity (Hours) from 10,400 by 1,040 to 11,440 due to the additional one (1) part-time SPO referenced in Item 2 below:

B.6 PRICE SCHEDULE – REQUIREMENTS

B.6.1 BASE YEAR

CLIN	Item Description	Price Per Unit (Hourly Rate)	Estimated Quantity (Hours)	Total Estimated Price
01	Special Police Officer	\$ _____	11,440	\$ _____
02	Special Police Officer Overtime per Section	\$ _____	1,889	\$ _____
03	Shift Supervisor/Lieutenant	\$ _____	2,080	\$ _____
04	Shift Supervisor/Lieutenant Overtime per Section	\$ _____	1,217	\$ _____
Grand Total for Base Year				\$ _____

B.6.2 OPTION YEAR ONE

CLIN	Item Description	Price Per Unit (Hourly Rate)	Estimated Quantity (Hours)	Total Estimated Price
11	Special Police Officer	\$ _____	11,440	\$ _____
12	Special Police Officer Overtime per Section	\$ _____	1,889	\$ _____
13	Shift Supervisor/Lieutenant	\$ _____	2,080	\$ _____
14	Shift Supervisor/Lieutenant Overtime per Section	\$ _____	1,217	\$ _____
Grand Total for Option One Year				\$ _____

B.6.3 OPTION YEAR TWO

CLIN	Item Description	Price Per Unit (Hourly Rate)	Estimated Quantity (Hours)	Total Estimated Price
21	Special Police Officer	\$ _____	11,440	\$ _____
22	Special Police Officer Overtime per Section	\$ _____	1,889	\$ _____
23	Shift Supervisor/Lieutenant	\$ _____	2,080	\$ _____
24	Shift Supervisor/Lieutenant Overtime per Section	\$ _____	1,217	\$ _____
Grand Total for Option Two Year				\$ _____

B.6.4 OPTION YEAR THREE

CLIN	Item Description	Price Per Unit (Hourly Rate)	Estimated Quantity (Hours)	Total Estimated Price
31	Special Police Officer	\$ _____	11,440	\$ _____
32	Special Police Officer Overtime per Section	\$ _____	1,889	\$ _____
33	Shift Supervisor/Lieutenant	\$ _____	2,080	\$ _____
34	Shift Supervisor/Lieutenant Overtime per Section	\$ _____	1,217	\$ _____
Grand Total for Option Three Year				\$ _____

B.6.4 OPTION YEAR FOUR

CLIN	Item Description	Price Per Unit (Hourly Rate)	Estimated Quantity (Hours)	Total Estimated Price
41	Special Police Officer	\$ _____	11,440	\$ _____
42	Special Police Officer Overtime per Section	\$ _____	1,889	\$ _____
43	Shift Supervisor/Lieutenant	\$ _____	2,080	\$ _____
44	Shift Supervisor/Lieutenant Overtime per Section	\$ _____	1,217	\$ _____
Grand Total for Option Four Year				\$ _____

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2. Delete Section C.5.2.17 Work Guidelines for Security Services in its entirety and replace as follows to include an additional one (1) part-time SPO:

17. The Contractor shall provide a minimum of five (5) SPOs, one (1) part-time SPO and one (1) Site Supervisor to work a daily eight (8) hour shift between the hours of 7:00 am and 1:00 am, Monday through Friday, except holidays, and there are two weekend evening shifts that can either be 5pm-1am or 9pm-1am depending on the circumstances. Additional Contractor personnel may be determined by the COTR. Additionally, the Contractor shall provide security services on holidays as designated by the COTR on an as needed basis. The hours are subject to change as directed by the COTR.

ATTACHMENT B

The following are responses to inquiries received.

Question 1. Who is the incumbent on the contract?

Response 1. The incumbent for the current Lottery Security contract is CSI Corporation of DC.

Question 2. Can the incumbent bid on the contract?

Response 2. Yes, the incumbent can bid on the contract.

Question 3. Is there a union involved with this contract?

Response 3. Yes.

Question 4. If a union exists, can you please provide a copy of the CBA?

Response 4. See Exhibit A.

Question 5. Does a current seniority list exist available for the union members?

Response 5. There is no seniority list for union members that exists.

Question 6. Are the current staff assigned to the contract in compliance with the training requirements?

Response 6. Yes. All current SPO's are in compliance with all training requirements.

Question 7. Can you please provide a post exhibit or clarify the hours needed for coverage? Is there a need for 24-hour coverage to include the weekends or just during the work week?

Response 7. See Attachment A, Item 2 regarding the revised coverage requirements. There is no need for 24-hour coverage.

Question 8. Will body armor be a requirement for armed officers?

Response 8. Yes, in accordance with Section 5.1, the Contractor must provide bulletproof vests for all of the SPOs.

Question 9. Under the insurance requirements, some of the limits appear to be extreme for small businesses performing non-construction services. For example, a five-million-dollar

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Cybersecurity Liability insurance requirement and Umbrella Policy requirement. Is there any consideration for lowering the threshold on these limits?

Response 9. The insurance requirements remain unchanged.

Question 10. Are there any bonding requirements?

Response 10.No.

Question 11. If the contractor is able to provide a line of credit letter from the bank, will it still be required to provide all bank balances?

Response 11. Yes.

EXHIBIT A

Agreement

Between

CSI CORPORATION OF DC

and

UNION RIGHTS FOR SECURITY
OFFICERS (URSO)

Representing Officers

at

2235 Shannon Place SE
Washington, DC 20020

AGREEMENT

This Agreement is entered into as of July 7, 2021, by and between CSI Corporation of DC (hereinafter referred to as the "Employer" or "Company") and the Union Rights for Security Officers (hereinafter referred to as the "Union") covering members of the bargaining unit who work at the Site, as defined below.

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1

This CBA covers only those security officers employed under Employer's Contract with the DC Office of Lottery and Charitable Games of Elections and Games (DC Lottery).

Section 2 - Exclusions

This Agreement does not cover the following employees and management staff:

- Board Officers and Directors of the Employer
- All office clerical, all managerial and supervisory employees (with the exception of any employees specifically referenced herein), the Employer's pool of replacement guards, and all other employees who are not security guard employees

Section 3 - Probationary Employees

Newly hired or rehired employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. During their probationary periods, employees may be subject to discipline or discharge at the discretion of the Employer without access to the grievance and arbitration provisions of this Agreement.

ARTICLE 2 - UNION SECURITY & DUES DEDUCTIONS

Section 1

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth

(30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 313 U.S. 734 (1963) and *Beck Communications Workers of America* 487 U.S. 735 (1988).

In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall contain the reasons for the discharge.

In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the employee, and the Company will not be required to discharge that employee.

The Company will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Company to do so on a properly executed payroll deduction card. Such deductions shall be made on a semi-monthly basis which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, email address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Union Rights for Security Officers, within fifteen (15) days after the regular payday of the month.

The Union will promptly furnish to the Company a written schedule of Union Dues, initiation fees and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts.

The Union also agrees to indemnify the Company against any loss or claim, which may arise as a result of the Employer's compliance with the Union Membership or Check-Off Articles. In addition, the Union agrees to return to the Company any erroneous or improper overpayment made to it.

ARTICLE 3 - NON-DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee or applicant for employment because of race, color, religion, sex, age, marital status, non-job-related disability, labor organization or because of their involvement in or refraining from participating in the Union activities as protected by law. Should an employee or the Union

file a claim with any federal, state, or local agency alleging discrimination which would be prohibited by the terms of this Agreement, the Employee and the Union shall waive any right to file a grievance or pursue arbitration under the terms of this Agreement for the same events and occurrences that led to the filing of the claim with the federal, state, or local agency.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business and to take any and all actions that are not precluded by the terms of this Agreement, including, but not limited to the following: To determine the type of services performed and the manner and means of providing services; to hire, discharge or discipline for just cause, lay off, assign, transfer, promote or demote; to determine the starting and quitting time and the hours of work; to assign overtime; to establish, discontinue or change operations, procedures, production of work standards, to determine the size of the workforce; to create, eliminate or consolidate job classifications; and to judge employees' performance and qualifications.

Section 2

The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and regulations as the Post Orders deem necessary.

Section 3

The list of Management Rights set forth in this Article is not intended to be nor shall it be construed as a restriction or waiver of any rights of the Employer not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past. The Employer retains all rights except as limited by the express terms of this Agreement.

ARTICLE 5 - EMPLOYEE CLASSIFICATIONS

Section 1 - Full/Part-time Employees

An employee who works thirty-two (32) hours or more per week shall be classified as a full time employee. Employees who work less than an average of 32 hours per week shall be classified as part-time employees.

Section 2 - Temporary Employees

The Employer shall have the right to use temporary employees, including temporary employees for its security guard pool of employees who are not permanently assigned to the site, for no more than ninety (90) days, who shall not be covered by this Agreement.

ARTICLE 6 - WORK WEEK AND HOURS OF WORK

Section 1

The work week shall be from 0001 hours Sunday until 2400 hours Saturday. Wages shall be paid semi-monthly, subject to change by mutual agreement of the parties.

Section 2

All productive security officer shall be provided two paid fifteen-minute breaks and one unpaid meal break of thirty-minutes based on an average eight-hour work day. In addition, employees shall be provided with breaks for emergency purposes as required.

Section 3

Overtime pay is to be paid at the rate of one and one-half (1 ½) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. When overtime is needed, (and all eligible available employees have worked or are already scheduled to work 40 hours) overtime hours in excess of 40 in a week shall be scheduled in accordance with the seniority, based on those employees who have signed a list expressing their desire to work overtime hours. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked or overtime hours. Only hours actually worked shall be recognized in determining the overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post up to twelve hours. Any paid leave shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

Section 4

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof.

Section 5

The Employer shall schedule and post the hours of work of Employees at least two (2) weeks in advance, except in circumstances beyond the Employer's control.

Section 6

Nothing in this Article shall be construed as a guarantee of work, work opportunities or hours, except as expressly provided.

Section 7

Posting - When a permanent vacancy occurs on a shift, the shift, post or the timeframe will be posted on the bulletin board for a period not less than seventy-two (72) hours before the shift/post is permanently assigned. If more than one employee request is on file, preference will be given to the employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. If an existing employee is assigned to fill the permanent vacancy, then the vacant shifts/post or the timeframe must be posted and bid according to the post subsequently created vacancies. No permanent post changes may be assigned that conflict with the shift times awarded to the employee. The shifts or timeframe may not be alternated in any way unless directed by the Client/Governing Agency. All posts bids will be awarded based on seniority and the ability to perform the job. This process should be completed within 15 days of such vacancies.

ARTICLE 7 - DISCIPLINE

Section 1

No employee (with the exception of probationary employees) shall be discharged or disciplined without cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein.

For less serious disciplinary matters, the employer shall follow the progressive discipline policy. No Minor disciplinary infractions shall be considered after 12 months and shall be removed. Management shall have 5 days to issue a Disciplinary/Corrective Action Report before it is considered null and void.

1. Verbal Warning
2. Written Warning
3. Suspension not to exceed (3) days
4. Discharge

The precise step of the disciplinary procedure shall be stated on each disciplinary form provided to the employee at the time it is issued.

Major infractions will be considered on their own merit and in conjunction with minor infractions when determining suspension and/or termination.

However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Employer for a proven violation of any of the following which shall be considered major infractions:

- A. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a penalty against the Company by the Client/Governing Agency).
- B. Insubordination (including, without limitation; deliberate failure to carry out assigned tasks, refusal of a direct order, abusive language directed toward a supervisor, and similar conduct).

- C. Conducting personal affairs during official time without prior approval from the employee's supervisor or Project Manager.
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- E. Fighting on Client property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Client or Company.
- F. Theft, vandalism, or criminal acts.
- G. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy.
- H. Improper use of official authority or credentials.
- I. Unauthorized use of Client communications equipment or other Client property.
- J. Misuse of weapon(s), violation of the Company weapons policy, or possession of private firearm or other private weapon on the job.
- K. Violation of state or federal laws regarding the possession or use of a firearm.
- L. Unauthorized post abandonment.
- M. Failure to cooperate with Client/Government officials, local law enforcement authorities, or the Company during an official investigation.
- N. Falsification of time records.
- O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- P. Sexual, racial or verbal harassment in violation of Company policy
- Q. Failure to appear for work without notice ("no-call no-show").

Section 2

It shall constitute an offense for an employee to call-off work without providing the Employer with a minimum of four (4) hours advance notice, or where four (4) hours advance notice is not possible due to documented emergency or other

unforeseen circumstances, as much advance notice as reasonably possible. Discipline for such offense shall be as follows: Sick/personal leave shall be used to mitigate all call-offs until exhausted. Employees without earned leave shall be subject to progressive discipline.

- A. With respect to the first call-off without proper notice within a 12-month period, a written reprimand shall be given.
- B. With respect to the second call-off within a 12-month period, the employee may be suspended-3 days.
- C. Upon the occurrence of the third call-off without proper notice within a 12-month period, the employee may be terminated at the discretion of the Employer.
- D. Individuals who do not provide advance notice of their inability to work will be subject to immediate discharge for no call no show at the discretion of the Employer.

Section 3

If the Government agent for the building in which the employee is assigned directs in writing that a specified employee be removed or otherwise disciplined, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall mean a disagreement or dispute raised by the Employer, the Union or an employee that arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement. The procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted. A grievance shall be resolved in the following manner:

Step 1 - The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's supervisor within seven (7) working days of its occurrence. The supervisor may respond in writing to the grievance within seven (7) days of receipt.

Step 2 - If the grievance is not settled at Step 1 or if the supervisor does not respond within seven (7) working days of the step 1 notice, the employee and/or his or her Union Representative must, within seven (7) working days of the date the supervisor responded or the date on which the supervisor should have responded, whichever is sooner, submit the grievance in writing to the Project Manager or his/her designee. The Project Manager may respond to the grievance within seven (7) working days of receipt of the grievance.

Step 3 -If, after receipt of the Project Manager's response or failure to respond, the grievance is not settled at Step 2, the Union may, within seven (7) working

days, notify the Employer in writing of its intent to, and also carry out the steps necessary to, proceed to binding arbitration. Notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Employer with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within (10) days of the date of service of the arbitration notice, they shall choose an arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

If the Employer wishes to file a grievance, it shall begin at Step 2 by filing a grievance with the Union representative. The process shall proceed from there, in the same manner and with the same timing as the Union's grievances.

The failure of the grieving party to strictly comply with the time limits specified herein shall be construed to be an abandonment of the grievance, and the position taken on the grievance. Failure of the responding party to comply with said time limits shall be deemed to be a denial of the grievance. The time limits set forth in this Article are intended to be strictly enforced and may be waived only by written mutual agreement between the parties, and in no other manner or circumstances.

The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs. The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back-pay award shall be reduced by any sums received as unemployment compensation or from interim employment. The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing.

The costs of the arbitration, including all fees of the FMCS, fees and expense of the arbitrator, hearing room expenses, and any expenses relating to a court reporter and transcript, shall be paid in full by the losing party in the arbitration. If it is not clear from the decision which party is the losing party, it shall be up to the arbitrator to decide.

ARTICLE 9 - NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strikes, picketing, work slowdowns, leafleting or work action of any type. It shall be a violation of this Agreement and it shall be cause for discharge in the event an employee violates any of these restrictions and/or refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place of business. The Union and the Employer

agree to take all steps possible to ensure that the site is properly secured and protected in the event of labor disputes involving other employee organizations at the site facilities.

ARTICLE 10 - STEWARDS

Section 1

The Union representative or its designee, shall designate two Stewards per shift, with one alternate steward if the steward is not available. The Union shall notify the Employer in writing of the selection of the Steward and the alternate within ten (10) days of such selections. Stewards shall perform no work related to their duty as stewards while either they or the employee who is involved in any incident they are responding to or addressing are on duty, and stewards shall not be paid by the Employer for performing any Union work.

Section 2

The Steward has no authority to call or direct strikes or authorize other economic action against the Employer. The Steward and Union officers shall not interfere with the management of the Employer's business or the work of any employee but may advise the Employer of any alleged violations of the Agreement.

Section 3

If the Client/Governing Agency permits Union postings on a bulletin board, such postings shall only be made by designated Union officials, shall only deal with the official Union business pertaining to this site, and shall not be inflammatory or political in nature.

ARTICLE 11 - COURT/JURY DUTY

The employer will comply with all applicable state and federal laws when it comes to compensating employees who are required to report to a court related work event or jury duty, provided an employee has met the following conditions:

A. The employee must notify the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice of court related to an event from work that he or she is subject to a court or jury duty call. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays and holidays, unless such Saturday, Sunday or holiday was the employee's normal work-day or for any other day on which the employee is not normally scheduled to work. The employee must provide the Employer with written evidence or notice from the court that he/she performed jury service and of the amount that the employee was compensated for such service.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1 - Family and Medical Leave

The Employer will comply with all applicable state and federal laws when it comes to providing family and medical leave for an employee who may request leave without pay for any purpose related to the care of a family member for a period of up to 12 weeks.

Section 2 - Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family member, the employee will not lose any wages which he or she would otherwise have earned for scheduled work days only, during the next three (3) consecutive calendar days for the period from date of death through the day following burial. For the purpose of this provision, members of the employee's immediate family shall include: spouse, domestic partner, parent, spouse's parent, grandparent, child, spouse's child, brother or sister. Employees shall be paid 3 days bereavement and voluntarily use their personal/sick time or vacation for the purpose of additional bereavement leave if needed. The employee will be paid his straight time hourly earnings for all hours normally scheduled to work during the absence. These hours will not be considered in overtime calculation. If the funeral is over 300 miles away and the employee has no personal/sick or vacation leave available, employees shall be permitted to take additional days as unpaid time to extend the period of leave to five days. The Employer has the right to request documentation for any bereavement time.

Section 3 - Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

ARTICLE 13 - SENIORITY

Section 1 - Reduction in Force

In the event that the work force at the site shall be reduced for any reason, the employees with the least seniority in their job classification shall be laid off first. Seniority shall be defined as the length of service on the contract. The Chief Shop Steward shall be entitled to top union seniority at the facility to the fullest extent allowed by law.

Section 2 - Loss of Seniority

In the event the Employer loses the contract to provide guard services at the site, the Employer will have no obligation with regard to this Section after the termination of its contract. An employee who quits, resigns, retires or is terminated for any reason loses his/her seniority and has no right to recall.

Section 3 - Recall

Laid off employees will be recalled in order of seniority to positions for which they are qualified. Upon recall, the employee shall retain seniority possessed at the time of layoff. In case of layoff, the union shop steward shall be the last to be laid off.

Section 4 - Personnel Files

Employees may, upon reasonable notice, review their own personnel files under the supervision of the Administrative Assistant at the facility during non-productive hours. If an employee is reviewing the file in connection with a pending grievance, upon the employee's request, a union steward shall be permitted to be present during the review. Under no circumstances may an employee remove or alter the contents of their file.

ARTICLE 14 - VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- A. The employee fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.
- B. The employee fails to report for work upon the expiration of a leave of absence an unanticipated, documented emergency making it impossible for the employee to report.
- C. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work immediately after he/she is medically able to return to work.
- D. The employee fails to report for work without notifying the Employer, except where failure to so communicate is the result of a documented emergency circumstance making notification impossible.
- E. The Employee fails to respond within five (5) days of the Employer sending a notice of recall.

ARTICLE 15 - TRAINING AND RE-QUALIFICATION

The Employer will post training schedules on a quarterly and/or monthly basis. All employees who need training for their recertification must attend the Company offered class in a timely manner. The Employer will provide on-site and off-site training and pay as governed by the current wages in the collective bargaining agreement, at the regular armed guard rates under applicable law, in accordance with its procedures. If the employee misses any free training classes offered by the Employer, the employee shall be responsible for the costs and fees required to be paid for approved training classes that they must secure on their own. All training hours will be paid at regular hourly rate; overtime calculation is computed once the employee has exceeded 40 hours in a workweek. Employees are required to produce all required certifications (obtained though their employment with other employers; such certifications will be accepted

provided they meet the written training requirements) or sign affidavits, under oath, that they have no such certifications.

A weapon qualification session is defined as initial instruction followed by two (2) attempts firing the practice course of fire which will then be followed by two (2) qualification attempts firing the qualification course of fire. Employees who fail to qualify at the initial qualification session will be removed from the contract. The employer will make available additional training and weapons qualification sessions at a cost to the employee.

If the employee is unable to qualify prior to the expiration of his or her permit or fails to pass a range qualification test thirty (30) days after the first failed attempt, they shall be terminated.

The Employer will compensate the Employee with 8 hours of paid training for the time needed to attend the range and/or class for weapons requalification.

The Employer will compensate the Employee with 2 hours of paid training for the time needed to take a Physical/Drug Screening in conjunction with maintaining the validity of their SPO license.

The Employer will compensate the Employee with 4 hours of paid training for the time needed to attend the CPR Company provided initial or recertification class.

The Employer will compensate the Employee with 8 hours of paid training for the time needed to attend the Company provided MEB/OC initial or recertification class.

ARTICLE 16 - SUBCONTRACTING

There shall be no subcontracting if engaged in for the purpose of replacing bargaining unit employees.

ARTICLE 17 - DRUG AND ALCOHOL POLICY

Section 1

The Employer and Union recognize that the use of drugs and/or alcohol can have an impact on workplace safety, absenteeism and productivity. An employee cannot perform his work adequately and safely if he is under the influence of drugs or alcohol. Unlawful use of drugs and abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of a firearms permit. As a result, the Employer maintains a drug and alcohol-free workplace. Compliance with this Article is a condition of employment and continued employment. Violation of this Article subjects an employee to immediate termination of employment.

Section 2

The following activities are prohibited regardless of whether the employee is on or off duty or at the workplace or not:

- The unlawful or unauthorized manufacture, distribution, possession, sale, transfer or use of an illegal drug

In addition, the following activities are prohibited while the employee is on duty or at the workplace:

- Misuse of a legal drug,
- Possession (excluding an original sealed container in an employee vehicle parked in a parking lot) or use of alcohol; or
- Reporting to work or working under the influence of alcohol or drugs

Section 3

For the purpose of this policy, the "workplace" includes all Employer facilities and property, Site, vehicles used in the course of work, and any location at which Employee is performing work on behalf of the Employer.

Section 4

An employee legitimately using or under the influence of medication or illegal drugs) during working hours must notify his/her supervisor of this prior to commencing work if the medication might impair his/her performance, judgement or coordination and provide a doctor's statement that the employee is fit to perform the duties of the job.

Section 5

Employees shall notify the Employer within twenty-four (24) hours of any arrest or criminal conviction and/or of a guilty plea, that either involves the use of drugs, or a crime that compromises or affects their continued employment at the site. A failure to do so will result in immediate termination.

Section 6

All employees will participate in and are subject to the Employer's alcohol and drug testing program. Testing for alcohol and/or drugs may occur prior to employment, annually, where reasonable suspicion of violation of this policy exists, after a work-related accident or incident, on a random basis and/or as required by any Government or other applicable contract, statute or regulation.

Section 7

A positive drug or alcohol test shall be grounds for immediate termination. Refusal to submit to testing or failure to report for a drug and/or alcohol test as directed shall be considered equivalent to a positive test result and shall also be grounds for immediate termination. An employee with measurable amounts of unlawful drugs or alcohol shall be deemed to have tested positive under this Article. Although the Employer reserves the right to conduct preliminary screening test to determine whether testing by a certified testing facility is warranted, all testing that may lead to discipline or discharge shall be conducted in accordance with applicable local, state and federal laws by a certified testing facility, which facility and/or its representatives shall, alone, be responsible for determining whether an individual has tested positive for unlawful drugs, alcohol, or unauthorized prescription drugs, under this Article. Any positive test leading to discipline or discharge must be documented, in writing from the testing facility.

Section 8

Any specimen collected for drug testing pursuant to this Article shall be tested by a laboratory certified in conformity with applicable state or federal regulations as required.

ARTICLE 18 – MISCELLANEOUS

Section 1

The Union agrees to cooperate with the Employer in all matters required by the Client/Governing Agency, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities that the Client/Governing Agency may exercise. The Union agrees that any actions taken by the Employer pursuant to a requirement imposed by the Client/Governing Agency shall not constitute a breach of this Agreement. Any action that the Client/Governing agency directs or requires the Employer to take immediately may be taken without prior notice to or discussion with the Union. The Employer will, however, exercise reasonable efforts to cooperate with the Union in obtaining information relating to the Client/Governing Agency action or decision in writing as applicable to the directive or counter email from the Project Manager following the directive.

Section 2 - Failure to Meet Company Standard

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Client/Governing Agency and to other customers. It is therefore essential and expected that all employees will act in a professional, courteous manner and will be held responsible and accountable for their duties.

Deviation from or failure to meet this standard will result in disciplinary action or discharge.

Section 3 – Employer Obligation

It is the Employer responsibility to provide the Employee with sixty (60) days written notice prior to the expiration of any permits, clearances or other qualifications required by the Client/Governing Agency, including, but not limited to, weapons permits, CPR/FA training, and suitability clearances. Forms for the reporting of such information will be available from the Project Manager or a designated supervisor(s).

Section 4 - Union Related Activities

Absent permission from the Employer, Union representatives shall not conduct Union-related business with any employee during the time the employee is on duty, nor shall any employee conduct Union-related business during the time he/she is on duty. Employer property, equipment and office facilities shall not be used to conduct any form of Union related business.

Section 5 - Payroll Discrepancies

Payroll errors of one hundred dollars (\$100) or less shall be adjusted in the following pay period. Payroll errors of more than one hundred dollars (\$100) which are the fault of the Employer shall be adjusted within forty-eight (48) hours.

Section 6 - Uniform Replacement

In the event of negligence or malfeasance on the part of the employee results in damage to uniforms or equipment provided by the Employer, replacement uniform or equipment is needed other than for reasons of normal wear and tear, or an employee fails to return uniforms or equipment at the time of separation, the Employee will be responsible for reimbursing the Employer for the cost, less reasonable depreciation reflecting the time in use, or the replacement uniform or equipment through authorized payroll deductions. Employees shall, in all cases, use uniforms and equipment of the Employer with care.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union of the

Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 20 - ACCESS

If and only if, the contracting agency permits Union access on its property, one Union Business Representative shall have admission to the establishment of the Employer at a mutually agreeable times only after giving a minimum of twenty-four (24) hours advance notice of his/her desire to be on the premises to the Employer's Project Manager or duly authorized designee. While on the premises, the Business Representative shall only be allowed to meet with the bargaining unit employees for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. Any meetings can only take place in non-work areas, during non-work time. Such visits shall not interfere with the orderly and efficient operation of the Employer's business. There shall be no Union business or solicitations during worktime and/or in work areas of either the person doing the soliciting, or the person being solicited.

ARTICLE 21 - INDEMNIFICATION

The Union shall indemnify and save the Company harmless from any claims, suits, judgments costs or attorneys' fees, attachments, and from any form of liability as a result of making any payments to any benefit funds under this Agreement or otherwise complying with its obligations to do so under this Agreement. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any Trustee administering any Fund or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The employer's sole obligation under this Agreement shall be to make timely monthly payments to the benefit funds in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Employer.

ARTICLE 22 - CHANGE IN THE LAW

The parties hereby agree that, in the event of a change in local, city, state, or federal law that modifies, changes or otherwise may affect the terms of conditions of employment as set forth in this Collective Bargaining Agreement, the Parties will meet to discuss how the change affects the terms or conditions of the Collective Bargaining Agreement, and as needed, attempt to agree on any modifications to the Agreement to address the change in the law. It is intended that, in no event shall such change be permitted to add to or take away from rights and privileged afforded under this Agreement, and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. In the event that Parties are unable to reach agreement, either Party may reopen the Collective Bargaining Agreement for negotiations.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be in full force effective July 7, 2021, and shall remain in effect until (and including) July 6, 2024, in which date this Agreement and the terms thereof shall be automatically renewed from year-to-year thereafter unless at least ninety (90) days prior to expiration of this Agreement and the expiration dates of any renewal thereof, notice in writing by certified mail is given by either party to the other of changes proposed in said Agreement. With respect to wages and fringe benefits the applicable provisions of the Agreement shall take effect as specified herein. The Union acknowledged that the Employer is a DC Government contractor. In the event the Employer ceases providing services to the Customer at the site covered by this Agreement, the Employer's obligations under the Collective Bargaining Agreement will cease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.

Johnetta Holland
Johnetta Holland, President
CSI Corporation of DC

Stanley Hutchins
Stanley Hutchins, President
Union Rights for Security Officers

Date: 11-15-2021

Date: July 7, 2021

APPENDIX - A

ECONOMIC PROPOSAL

SECTION 1: WAGE SCHEDULE

The straight-time hourly pay rates set forth below shall be effective for Security Officers who have completed all required training and meet the qualifications to work on the site.

	Current	10-01-21	10-01-22	10-01-23
Armed Security Officer	\$23.25	\$24.00	\$25.00	\$26.00

SECTION 2: BREAK PERIODS

All Security Officers shall be provided a one-hour break when operationally feasible. The existing practice of evening and night officers breaking themselves shall remain in effect until such time as both the Union and the Company decides to open a dialogue and discuss a mutually agreed upon change. Employees are not paid any additional compensation for a missed meal/personal break.

SECTION 3: SPECIAL EVENT DIFFERENTIAL

Officers working the Special Event shall receive a differential pay of \$1.00 additional per hour.

SECTION 4: HEALTH AND WELFARE CONTRIBUTION

As agreed upon, the Company's contribution for health and welfare shall be per hour paid, capped at 40 hours per week, as follows:

Current	10-01-21	10-01-22	10-01-23
\$5.10	\$5.30	\$5.50	\$5.75

Health and Welfare contribution shall be paid as cash in lieu of benefits to be included with the officer's wages.

SECTION 5: VACATION SCHEDULE

During the term of this Agreement, all employees who qualify as full-time employees covered by this Agreement shall vest vacation leave/pay on their anniversary dates based upon completed years of service by the employee, without break in service and in accordance with the following schedule:

- 1-4 yrs Completed-80 hours
- 5-9 yrs Completed-120hrs
- 10-14 yrs Completed-160hrs

APPENDIX - A

Part-time employees will receive a pro-rated amount of vacation based upon percentage of hours worked divided by 1872 which is the average number hours worked by a full-time employee per year. Vacation pay shall be payable following the employee's anniversary date before the end of the anniversary year.

All vacation requests must be submitted on Employer leave approved request forms and signed by the employee. Vacation time shall be granted only upon request by the employee in writing and approved by the Employer for the employee to receive vacation pay. No more than five percent (5%) of the work force may be on vacation at any time.

SECTION 6: HOLIDAY PAY SCHEDULE

Holiday pay will be paid out in accordance with the regular payday procedures and the following schedule which is based on the total number of hours the employee would normally be scheduled to work during the week in which each holiday occurred.

72 hours or more – 8 hours holiday	63 to 71 hours – 7 hours holiday
54 to 62 hours – 6 hours holiday	45 to 53 hours – 5 hours holiday
44 to 52 hours – 4 hours holiday	35 to 43 hours – 3 hours holiday
26 to 34 hours – 2 hours holiday	16 to 25 hours – 1 hour holiday

SECTION 7: RECOGNIZED HOLIDAYS

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day). Holiday benefits shall be paid as specified in Section 6 - Holiday Pay Schedule, provided the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday, and the holiday if scheduled:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Emancipation Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	

SECTION 8: SICK/PERSONAL LEAVE

All full-time (FT) employees shall be entitled to sick leave benefits. Full-time (FT) employees shall accrue 56 hours of sick/personal leave per calendar year.

Part-time (PT) employees shall receive a prorated benefit, based upon the same formula used for vacation in Section 5 of this appendix.

New employees may not use sick/personal leave during the probationary period and shall not be entitled to any cash out if terminated during the probationary period.

All unused sick/personal leave shall be paid to employees at the end of each calendar year with the government or when the Employee's contract with the Client/Governing Agency terminates or when the employment of an employee with the Employer terminates, whichever occurs first.

APPENDIX - A

An employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift to be eligible for paid Sick/Personal leave or as early as reasonable to provide notification. Employees may use Sick/Personal leave to cover such absences which will be payable for full days of absence due to illness commencing on the first day of such absence. The Employer may require written proof of the employee's disability or require a written statement from a medical care provider if the employee is absent three (3) consecutive days. Employees must sign a request for payment of sick hours.

Notice of Absence

An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence.

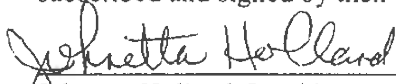
Medical Certification

An employee who is absent due to illness or injury for three (3) consecutive work days (regardless whether the employee seeks sick pay) shall be required to provide to the Employer a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Such physician's statement shall be provided within three days of returning to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion by a physician designated by the Employer (at the Employer's expense). If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a physician whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Section, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action or discharge. An employee who does not provide medical certification that he/she is able to return to work, if required or reasonably requested under this Section, will not be permitted to return to work.


Family Medical Leave Act (FMLA)

Where an employee takes leave pursuant to the Family & Medical Leave Act, the provisions of the Act will supersede any provision of this Article which is inconsistent

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.


Johnetta Holland, President
CSI Corporation of DC

Date: 11/15/2021


Stanley Hutchins, President
Union Rights for Security Officers

Date: July 7, 2021