

AMENDED AND RESTATED  
ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT

By and Between

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

and

THE GEORGE WASHINGTON UNIVERSITY

This Amended and Restated Addendum to the Collective Bargaining Agreement (“Addendum”) between the George Washington University (“Employer”) and International Union, Security, Police and Fire Professionals of America and its Amalgamated Local 294 (“Union”) is made effective as of September 1, 2023.

WHEREAS, Employer and Union successfully negotiated terms to a new Collective Bargaining Agreement effective as of September 1, 2023 (“Agreement”);

WHEREAS, Employer and Union agree that enhanced training for all Special Police Officers (“SPOs”) is beneficial to the SPOs individually and to the Employer collectively;

WHEREAS, Employer has identified a specific enhanced training program for SPOs to improve their policing skills and acumen; and

WHEREAS, Employer and Union previously executed an Addendum to the Collective Bargaining Agreement on April 10, 2021 (“April 2021 Addendum”) that they would like to clarify through this Addendum.

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Union, intending to be legally bound, have agreed as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Agreement.
2. Requirements. All SPOs, as of the Addendum Effective Date, shall be required to attend and successfully complete a twenty-six (26) week police academy training (“Academy”) that is selected by the Employer and certified by the Maryland Police and Correctional Training Commission (“MPCTC”). The Academy shall, among other things:
  - a. include more training hours than is currently required for SPOs by the Consortium of Universities of the Washington Metropolitan Area.

- b. focus on broad policing topics and tactics including, but not limited to, the following: administrative duties, constitutional/criminal law, patrol, traffic, criminal investigation, emergency medical care, communications, report writing/composition, community relations, crisis intervention, protective strategies and tactics, emergency vehicle operations, prisoner processing and security, and firearms training.
    - c. require minimum physical fitness standards, consistent with the MPCTC's Physical Fitness Cooper Standards, and determined based upon a SPO's age and gender ("Standards"). The Standards are entry-level requirements to attend the Academy and the Academy itself shall include additional physical exercises. SPOs may request a disability accommodation related to the Standards consistent with Employer's standard practices and Academy requirements.
3. Grievances. Any SPO that fails to successfully complete the Academy, as determined by the Academy, shall be terminated from their position. The Union agrees that it shall not grieve any termination based upon a SPO's inability to satisfy either the physical fitness or academic requirements necessary for Academy completion; the Union otherwise retains its rights to grieve a termination consistent with the Agreement for just cause.
4. Assignments. SPOs will be sent to the Academy in lieu of reporting to their normal post on campus no earlier than July 2024. No SPO, as of this Addendum's effective date, shall be required to satisfy the Standards until they are assigned to the Academy.
  - a. SPOs will attend the Academy in a staggered fashion beginning with any volunteer SPOs. SPOs shall be informed up to six (6) months in advance, on a rolling basis, about available Academy opportunities. If multiple volunteer SPOs request the same Academy opportunity, the most senior SPO based upon years of service as a SPO with Employer shall be assigned. If no volunteer SPOs request a particular Academy opportunity, SPOs will be assigned to attend the Academy starting with Master Police Officer ("MPO"), then SPO III, and ending with SPO II. Any SPOs assigned to the Academy shall be so assigned in reverse seniority order.
  - b. Employer shall endeavor to identify Academy opportunities closest to the Washington D.C. Metropolitan Area.
  - c. Employer shall select and provide an Employer-owned car ("Car") to SPOs who are assigned to an Academy with a significant impact on their daily work commute. Employer will provide a purchase card ("Card") to SPOs with a significant impact on their daily work commute solely for gasoline costs incurred during their commute to and from the Academy while using the Car. SPOs who receive a Card and Car must not use them for any purpose other than commuting between the Academy and their home address; the Employer may discipline a SPO for improper Card or Car usage and require the SPO to immediately return the Card and Car. A "significant impact" occurs when a SPO's one-way commute

between the Academy and their home address is more than eight (8) miles longer than the one-way commute between Employer's campus and their home address. A SPO's "commute" is defined by the most efficient travel distance identified by Google Maps.

- d. SPOs injured at the Academy shall return to campus and their normal work schedule after receiving a doctor's certification that they can resume such work activity; SPOs will be rescheduled to attend the Academy as space is made available.
  - i. SPOs who are injured during the Academy may seek Workers' Compensation by following Employer's normal reporting procedures. SPOs may also be eligible for light duty, at Employer's sole discretion, as determined on a case-by-case basis.
  - ii. SPOs who are injured while attending the Academy, but whose injury occurs outside the Academy, shall be evaluated on a case-by-case basis as to whether they may be able to attend the Academy at a later time.
- e. SPOs will continue to receive their normal weekly compensation and benefits while attending the Academy. SPOs will not be charged annual leave for attending the Academy.
- f. SPOs will not be responsible for the registration costs associated with attending the Academy. Any SPO that voluntarily leaves the Academy or employ by Employer within one (1) year after completing the Academy, however, shall be required to repay Employer for all registration costs associated with attending the Academy.
- g. Absent unusual circumstances, Employer shall not use a third party contractor to replace SPOs who attend the Academy.

5. Training.

- a. Consistent with Agreement Section 27.3, Employer shall offer a training on the Standards and basic nutrition up to six (6) months before a SPO is asked to attend the Academy. The training shall include an opportunity to practice the skills necessary for the Standards and culminate in a final examination.
- b. During the training period, SPOs may utilize up to two (2) hours during their shift overlap period to prepare for the Standards ("Fitness Training"). The Fitness Training shall only be permitted with (i) prior supervisor approval in each instance and (ii) SPO's commitment to physically check-in with their supervisor again before clocking-out for the day. In addition, the Fitness Training shall only occur on Employer's campus and the SPO must otherwise remain available to

return to duty while engaging in the Fitness Training by keeping their radio on or immediately accessible to their person at all times.

- c. Employer and Union agree to discuss in good faith future opportunities for access to a physical fitness training space on Employer's premises for Fitness Training. Specifically, Employer and Union agree to consider Fitness Training opportunities associated with Room B-148 within Phillips Hall.

6. Severance. Employer shall offer a one-time severance program to any SPO that voluntarily elects not to participate in the Academy ("Severance"). Each SPO shall be offered Severance by [DATE] and shall be required to respond to the offer, in writing, within one (1) week. A separate Severance agreement shall be executed between Employer and any SPO that elects Severance that shall include the following terms:

Commented [A1]: Add date.

- a. One (1) week of pay for each year of service as a SPO, based upon the SPO's rate of pay at the time Severance is accepted, with a minimum of two (2) weeks' pay and a maximum of twenty (20) weeks' pay.
- b. Employer shall not contest unemployment for any Employee that accepts Severance.
- c. Eligibility for Consolidated Omnibus Budget Reconciliation Act ("COBRA") health insurance coverage.
- d. Eligibility for Employer's retirement benefits to any SPO that otherwise qualifies for retirement.
- e. Eligibility to continue Employer's tuition remission program for either the SPO, SPO's spouse, and/or SPO's dependent through the semester in which Severance is accepted.
- f. Eligibility to participate in Employer's Employee Assistance Program for ninety (90) days after the SPO's termination date.
- g. Eligibility for rehire at Employer for any position in which the SPO is otherwise qualified.

7. Entire Agreement. This Addendum, along with the Agreement, supersedes the April 2021 Addendum and otherwise constitutes the entire understanding between the parties with respect to the Academy. The Addendum may not be amended except by a written agreement signed by authorized representatives of both parties.

8. Except as expressly modified herein, all terms, conditions, and provisions of this Addendum shall remain in full force and effect until all Employees have completed the Academy.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum effective as of the date first set forth above.

The George Washington University

International Union, Security, Police and  
Fire Professionals of America and its  
Amalgamated Local 294

By: \_\_\_\_\_  
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Executive Vice President and  
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Vice President, Region 1

By: \_\_\_\_\_  
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