

Collective Bargaining Agreement

Between

Inter-Con Security Systems, Inc.

And

The Committee for Fair and Equal Representation

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DEFINITIONS

Agreement: This Collective Bargaining Agreement between Inter-Con Security Systems, Inc. and Committee for Fair and Equal Representation, detailing the terms and conditions of employment and expectations of each party, one to another.

Agreement Year: A one year period from May 1, to the following April 30, in each of the years covered by this Agreement.

Business Days: Monday through Friday, excluding holidays.

Base Wage Rate - The negotiated rate of pay as set forth in Article IV of this Agreement.

Call- in: Anytime an Employee is required to report to duty when he/she is not scheduled to work.

Collective Bargaining Unit (CBU): Employees assigned to work under Contract# HSHQE5-14-D-00003 at the following locations: FPS facilities in the State of Indiana.

Company: Inter-Con Security Systems, Inc., a California corporation.

Contract: Contract # HSHQE5-14-D-00003 between Inter-Con Security Systems, Inc., its subcontractor North American Security, and the Committee for Fair and Equal Representation in the State of Indiana. .

Contract Year: A one year period from May 1, through the following April 30, in each of the years covered by the United State Government Contract #HSHQE5-14-D-00003.

Date of Hire: The first day of earnings from staffing a post on this Contract as an Employee for the Company, or as an Employee for any predecessor employer.

Disciplinary Action: Any action taken against an Employee by the Company, including verbal counseling, written reprimand, suspension, or termination of employment.

Employee: A security officer or lead security officer referenced in this Agreement.

Employer: Inter-Con Security Systems, Inc., a California corporation.

Full-Time Employee: An Employee normally scheduled for a thirty-two (32) hour workweek or more.

Grievance: An action filed by the Union or an Employee concerning a claimed violation, misinterpretation, or misapplication of any provision of this Agreement.

Holidays: Those days specifically designated as such in Addendum A of this Agreement.

Initiation Fee: A one-time prescribed amount of money to be paid by an Employee when applying for a new membership to the Union.

Overtime: Wages paid at the rate of one and one-half (1.5) times the Employee's base wage rate referred to in Article XV of this Agreement for all hours worked in excess of forty (40) hours per workweek and all hours in excess of twelve (12) hours in one work day.

Part-Time Employee: An Employee normally scheduled for less than –thirty-two (32) hours per workweek. Employees will be designated as and approved in writing by the Company, if categorized as Part-Time.

Personnel Time Off: Time off earned as described in Article XVIII of this CBA.

Probationary Employee: An Employee with ninety (90) calendar days or less of employment from the Date of Hire.

Regular Hours: All hours worked and paid at the base wage rate of pay, up to forty (40) hours per workweek, while staffing an authorized billable post.

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

Steward: An elected or appointed Union official representing Union members.

Straight Time Hours: Straight Time Hours include regular hours worked and paid at the base wage rate, paid PTO leave actually taken and paid, vacation actually taken, training hours, holidays taken, paid bereavement, paid jury leave, travel and physical exam time. Straight Time Hours do not include call-in pay hours or any hours paid at overtime or double-time rates of pay.

Total Seniority: The priority of, or precedence achieved by length of service since Employee's Date of Hire by the Company, or any predecessor Employer.

Union: Committee for Fair and Equal Representation (CFER)

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

Union Representative: An Officer or Steward of the Union.

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

Worksite(s): The actual facilities in which work activities are performed. The Employer will designate worksite locations in conjunction with the Contract.

PREAMBLE

THIS AGREEMENT is made and entered into between INTER-CON SECURITY SYSTEMS, INC., a California corporation, hereafter referred to as "Employer" or "Company," and the COMMITTEE FOR FAIR AND EQUAL REPRESENTATION hereinafter referred to as the "Union." The economic changes associated with this CBA take effect on May 1, 2015, except Article XVII and the non-economic changes associated with this CBA take effect upon execution of this CBA.

ARTICLE I-UNION RECOGNITION

Section A. Company or Employer hereby recognizes the Union as the sole bargaining agent for all full-time and regular part-time guards, as defined in Section 9(b) (3) of Title Act (NLRA), including all full-time security officers, and regularly scheduled part-time security officers excluding office clerical employees, professional employees, managers, non-security personnel, temporarily assigned, sergeants, lieutenants, captains, contract manager, applicants, trainees, candidates and supervisors as defined by the NLRA employed by Company at: FPS Indiana sites and any new FPS services with facilities in this region on contract No. HSHQE5-14- D-00003.

Section B. Whenever the words "employee" or "employees" are used in this Agreement; they designate only such Employees as defined in and covered by this Agreement. Whenever in this Agreement employees or jobs are referenced to in the male gender, it will be recognized as referring to both male and female employees.

Section C. The Company currently subcontracts posts in an effort to meet the Government subcontracting goals. No additional subcontracting will occur except in the event of an emergency or government request for additional services, or where the Employer's resources are inadequate. Whenever the Employer does, in fact, subcontract work normally performed by bargaining unit Employees, the Employer shall notify the Union prior to such assignment. The Employer agrees not to subcontract work for the purposes of replacing bargaining unit members. Subcontracted employees employed for more than 90 days will have the option to become member bargaining unit.

ARTICLE II-UNION MEMBERSHIP AND CHECK-OFF

Section A. The parties acknowledge that Indiana is a right-to-work jurisdiction.

Section B. The Union agrees that it will accept into membership any employee who desires and is eligible to be a member of the Union, without discrimination, and it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union. In accordance with Indiana law, neither (a) Union membership or continued Union membership, (b) the payment of Union dues, fees, assessments or other charges of any kind or amount, nor (c) the payment to a charity party of any amount is equivalent to or a prorate part of Union dues, fees, assessments or other charges is a condition of employment or continued employment.

Section C. Subject to the conditions of this Article and all applicable state and federal laws, and during the term of this agreement, since employees are working in a right-to-work state, employees have the

option to pay Union dues and initiation fees and have those Union dues and initiation fees deducted from their regular payroll checks as provided herein. If elected by the employee, the deductions shall be made pursuant to the submittal of a dues deduction authorization form, for so long as the authorization form remains in effect. The Union shall provide newly hired employees with blank authorization forms and shall be responsible for submitting properly completed authorization forms to the Employer's business office. Deductions shall be made at the rate certified by the Union to the Employer, as such rate may change from time to time commencing with the first payroll period of the month following the month of the Employer's receipt of authorization forms. All dues and fees shall be remitted to the Union in a single lump sum prior to the 15th day of the calendar month following the calendar month in which such deductions were made.

Section D. The dues deduction authorization forms shall be in writing and signed by the employee. Deductions shall be made from each payroll check at a fixed sum equal to 1/26th of the annual dues rate.

Section E. The Union agrees to indemnify and hold harmless the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership and check-off provisions. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to the Union.

Section F. Any employee, whether full time, part time, on leave of absence, or otherwise who has insufficient compensation to pay his/her dues or fees from their payroll check, shall pay their dues directly to the Union.

Section G. Any deduction authorization shall be revocable by any employee, at the sole option of the employee at any time. Revocations must be in writing and signed by the employee. The Employer will cease all such deductions as of the effective date of the revocation. The Employer will notify the Union of any revocations received when it submits deducted dues and fees to the Union.

Section H. The Union will be responsible for the following with regard to this Article.

- (a) Informing and education of its members on the voluntary nature of the payment of Union dues and fees and the automatic payroll deductions, including the optional revocation of authorization forms.
- (b) Inter-Con will agree to inform the union when new employees are hired.
- (c) Notifying the Employer in writing of;
 - a. The names and titles of officials authorized to make the necessary certification of any initiation fee/dues check offs;
 - b. The name, title, address of the Union representatives to whom remittances should be sent, including the name of the payee that is to appear on the check; and
 - c. Any changes in the amount of membership dues.

Section I. Each employee of the Union hereby release the Employer from any liability related to this article. The Union shall be solely responsible for reconciling any over under withholdings applicable to the

employees. The Employer's only responsibility under this agreement is to submit all withheld sums to the Union. The Union assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. The Employers will not be responsible to collect dues in arrears.

Section J. The Union shall defend, indemnify and hold the Employer harmless from any claims, damages, demands, actions, unfair labor practice charges, purported violations of state or federal law, litigation, complaints, liabilities, awards, verdicts, court orders, costs and expenses, including all attorneys' fees arising out of or related to this Article. This provision shall survive the extension, expiration, or termination of this agreement. The Employer shall not be party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to this Article. Moreover, this Article shall not be the subject of any grievance and arbitration provisions in this agreement.

Section K. If any provisions of this Article is determined to be invalid under the provisions of any state law in which employees of this agreement are employed, the remaining provisions of this Article shall remain in full force and effect to the extent reasonably practicable and the affected provisions shall be modified to comply with the requirements of the applicable state law, or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III-EQUAL OPPORTUNITY

Section A. Company and Union agree that there shall be no discrimination against any Employee by reason of race, creed, color, age, disability, national origin, sex, Union membership, or any characteristic protected by law. All such claims, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C s. 1981, the Family and Medical Leave Act, the Fair Labor Standards Act, wage and hour laws as set forth in the Fair Labor Standards Act, or any other similar laws. Arbitrators shall apply appropriate law, including, but not limited to, the applicable statute of limitations and available remedies in rendering decisions based upon claims of discrimination. Nothing herein shall prevent an Employee from filing a charge with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other administrative agency.

Section B. Religious Accommodations: The Company respects the religious beliefs and practices of all Employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

Section C. Disability Accommodations: Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and with the provisions of state and local laws regarding disability discrimination. It is the Company's policy not to discriminate against any qualified Employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability, so long as the Employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Company will provide reasonable accommodations to a qualified individual with a disability as defined by the ADA, who has made the Company aware of his or her disability and provided such accommodation does not constitute an undue

hardship on the Company, or pose a direct threat to the safety of the Employee, or any other individual that cannot be eliminated or reduced to an acceptable level with reasonable accommodation.

ARTICLE IV-SHOP STEWARDS

Section A. The Union shall designate no more than one (1) Shop Steward per shift at each location at each work site and one (1) alternate per shift in each location, to serve in the absence of the Shop Steward. The Union will notify Company in writing of the duly designated Shop Stewards(s) and alternates.

Section B. . No more than two (2) Union Representatives, unless operational needs allow for more, shall be granted leave of absence at one time, not to exceed thirty (30) days per year to participate in union activities.

ARTICLE V-ACCESS TO UNIT

Section A. Stewards and Union officers shall not interfere with the management of Company's business or the work of any Employee, but may advise Company of any alleged violations of this Agreement. Stewards and Union officers may not interview any Employee or otherwise conduct Union-related business with any Employee, while such Employee is on duty, nor shall any Employee conduct Union-related business while on duty without permission. Subject to government rules and requirement, Stewards are authorized to remain on the premises for such reasonable periods as are required to meet their Union responsibilities, unless agreed to beforehand, Employees whom a Steward or Union official wishes to interview may remain on the premises for such reasonable period following their shift, as will enable the desired interview to take place. The property, equipment and office facilities of the Employer and/or Client shall not be used to conduct any form of Union-related business unless agreed to beforehand. Employees who violate this Section will be subject to disciplinary action.

ARTICLE VI-PROBATIONARY PERIOD

Section A. Every newly hired or rehired Employee shall be on probation for the first ninety (90) calendar days of employment. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the date an employee first works a post under the Contract with the Company or predecessor employer engaged in providing similar services provided there has been no break in employment.

Section B. Any probationary Employee may be discharged during the probationary period, and shall not have the right to file a grievance, or have other recourse to the grievance procedure concerning the discharge.

ARTICLE VII-SENIORITY

Section A. It is agreed that the Employer and the Union will meet for the purpose of establishing a seniority list for all Employees employed in the unit at the time of the signing of this Agreement. Said seniority list will be based upon official records of the Union, the Employer, its predecessors, and applicable state and federal agencies. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the Contract Manager within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section B. In the event Employer finds it necessary to lay off employees for any reason other than disciplinary, such layoffs shall be on the basis of seniority and security clearance qualifications. The Employer shall recall such laid off Employees in reverse order. Senior Employees shall have preference of full-time employment at all times, if equal distribution of work is impossible. Laid off employees shall be on a recall list for period of (6) months from the day of lay off. See paragraph G of this section for guidelines.

Section C. Whenever reasonably practicable and consistent with operational requirements, Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified.

Employees are subject to an assignment anywhere within the geographic jurisdiction of the government Contract on an "as-needed" basis. These assignments shall be temporary and shall not exceed ninety (90) calendar days in duration. If Employer feels it necessary, the temporary/special assignments can exceed ninety (90) calendar days. The assignments will be made on a volunteer basis first, and then by seniority. If no volunteers or senior personnel wish to accept the assignment, the post will be assigned by utilizing reverse seniority (least senior qualified Employee). Employees will be paid the GSA approved mileage rate for any mileage incurred above normal work commute. Employees assigned to temporary/special assignments will be returned to their awarded post at the conclusion of the temporary/special assignment.

The work schedule for each week shall be posted at least four (4) weeks prior to the beginning of the workweek, but such schedule shall be subject to change. Supervisor(s) will notify by phone or in person all affected employees of any changes.

Section D. Total seniority shall be measured from the date of the Employee's initial hire, with the Employer or predecessor employer, provided there has been no break in seniority under Section E of this Article. Employees hired on the same day will have their seniority determined by the last (4) numbers of their Social Security Number, with the lowest of the last four considered the most senior.

Section E. An Employee shall lose his seniority upon retirement, resignation or discharge for just cause. An Employee will be considered to have resigned if he:

- 1) Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Employer to be beyond the control of the Employee, and he reported such conditions as soon as possible;
- 2) Is on layoff for a period exceeding one (1) year.
- 3) Is absent from work for two (2) consecutive workdays without properly notifying the Employer of the reason for the absence (except with extenuating circumstances beyond the Employee's control), or in any event, fails to report for work as scheduled without such reason; or
- 4) Fails, while on layoff, upon notice from the Employer that work is available, to report to the Employer for work as soon as practicable, but not later than seven (7) workdays, and provided that the Employee notifies the Employer within three (3) days of such notice that he will return to work within the seven (7) day period.

The Employer fulfills its obligations under this Section by sending notice by certified mail to the last known address of the Employee. It is the obligation of the Employee to keep Employer informed of their current address and telephone number.

Section F. An Employee who has occupied a position with Employer under this Agreement and who accepts a position with Employer in a classification not covered by this Agreement will continue to accrue seniority for ninety (90) days, after which period he shall not retain his accumulated union seniority in the bargaining unit.

Section G. Whenever it is necessary to lay off employees, or if the Contract is terminated, not extended or not renewed, the Employer may lay off employees, as it deems necessary, in the following manner:

- (a) Employees volunteering to be laid off shall be laid off first;
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second;
- (c) Should it be necessary to further reduce the work force, non-probationary employees shall be laid off in the reverse order of their seniority; provided that all part time employees shall be laid off before any full time employees.

Section H. Laid off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their period of layoff.

Section I. Employees who have been laid off will be recalled to work in the reverse order they were laid off.

ARTICLE VIII-SHIFT BID

Section A. Company will post a "shift bid notice" for a period of seven (7) working days for any permanent post vacancies. Any Employee wishing to bid on a vacant post shall so indicate on the post bid notice. Company shall fill the post vacancy with an Employee by contract security clearance qualification and seniority. Posts can be filled on a temporary basis until the post bid is completed by security clearance qualification and seniority.

Section B. When a post becomes vacant, Company shall notify the union, on the first full pay period, or sooner, after the vacancy occurs. The vacancy announcement will be placed in a conspicuous location at the Building Security Office located at 8899 East 56th Street, Indianapolis, Indiana, for a period of seven (7) business days. The Union member will then have the time period described above to respond to Company indicating their choice.

Section C. Once an officer is awarded a post bid, he/she will not be eligible to bid on another post for period of (6) months.

ARTICLE IX-DISCIPLINE

Section A. After completion of the probationary period, no Employee shall be disciplined, dismissed or suspended without just cause.

Section B. It is recognized by all parties to this Agreement that company established progressive discipline shall be applied to Employees operating under this Agreement. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g., fraud, gross misconduct, sleeping on duty, theft, alcohol or drug use on duty). Disciplinary actions will be issued in accordance with the Company's Disciplinary Policy. Discipline will be administered without delay provided it does not impede the operation of the contract.

Section C. It is recognized by all parties to this Agreement that the government can deny an Employee the opportunity to perform work under any portion of the Contract. The Employer will not be held liable from any such notification to remove or deny an Employee the opportunity to perform work under any portion of the Contract, when such action is directed by the government. The company will provide to the union, written documentation of Government requested removals or denials provided the communications do not contain protected communications between the client, government, and other interested parties which are protected.

Section D. Any Employee discharged from this Contract will receive their final wages in accordance with applicable state law.

ARTICLE X-GRIEVANCE PROCEDURE

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee. Upon written request, Company shall provide the Union with applicable information concerning the grievance.

Section A. The number of days outlined in Section B. in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

Section B. While it is the intent of Company to respond to grievances in a timely basis, if Company fails to respond to a grievance within the time period allotted for a specific step, the grievance may be treated by the Union as "denied," and at which time Employee or the Union may proceed to the next Step. If the Union fails to respond or move the grievance to the next step in the process within the time period allotted for a specific step, the grievance will be treated by Company and the Union as "dropped and removed" from the grievance process.

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

1. *Informal Step.* Company agrees to meet with the Union during regular business hours, or at a mutually agreed upon and convenient time, for the purpose of processing grievances presented by the Union or Employees subject to this Agreement. Personnel representing the Union will not be "on-the-clock," and will not be compensated during this time. The Steward must be off duty or on a break during this process.
 - a. Company and Union agree that Employee will first discuss and document in writing the complaint with Employee's immediate supervisor, within five (5) business days of becoming aware of the incident being grieved. The document will set forth the specific facts related to the grievance, specifying the specific section and paragraph of this Agreement alleged to have been violated. The document shall be signed by the grieving Employee, a Union and or union representative. If the complaint is not satisfactorily resolved within five (5) business days from the date of the informal discussion or Informal Step, it may be submitted for further processing using Step 1 of the grievance process.
2. *Formal Step 1.* If the grievance is not resolved during the Informal Step, it shall be presented, in writing, to the Company Contract Manager within ten (10) business days of completing the Informal step. The Contract Manager will have ten (10) business days to render a decision and return the same in writing to the grieving Employee and the designated Union representative.
3. *Formal Step 2.* If the grievance is not resolved during Step 1, it shall be presented in writing, to the Company Vice President within Ten (10) business days of the completion of Step 1. The Company Vice President will have ten (10) business days to render a decision and return the same in writing to the grieving Employee and the designated Union representative.

4. *Formal Step 3.* If the grievance cannot be resolved during Step 2, the local Union may submit the grievance, along with all supporting documents in writing, to the Company's Director of Labor Relations within twenty (20) business days of the completion of Step 3. Arrangements will be made for Company and Union to discuss and attempt to resolve the grievance. The discussion will be held no later than fifteen (15) business days after receipt by Company and Union of the request for the discussion unless mutually agreed to extend by both parties. If after ten (10) business days from the date of the meeting no resolution is reached the grievance may be referred to an arbitrator for a prompt hearing
5. Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract, the Employer's adherence to the Contract or the Employer's adherence to a request, requirement, suggestion, or recommendation of the Government shall be processed to step Three since those matters cannot be the subject of arbitration and no arbitrator shall have jurisdiction over such matters.
6. *Grievance for Discipline Resulting in Termination.* Grievance resulting from Employee termination may be initiated at Step 2. If a discharge is judged to be in error, the terminated Employee shall be returned to work without loss of seniority, pay or benefits.

ARTICLE XI-ARBITRATION

Section A. Grievances that have been timely processed in accordance with the requirements of the previous paragraphs and remain unsettled shall be processed in accordance with the following procedures and limitations.

Within fifteen (15) calendar days after receipt of the Union's written notice to proceed to arbitration, the Company will meet telephonically with the Union in a joint attempt to agree upon the selection of a neutral arbitrator.

If after five (5) calendar days of the discussion the selection of a neutral arbitrator cannot be agreed upon, the Union may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators.

A mutually agreed upon time, the representatives of the Union and the Company will alternately strike names from the list of available arbitrators. The last remaining name on the list shall be the arbitrator to hear the case. The toss of a coin will determine whether the Union or Company strikes off the first name.

Section B. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within thirty (30) calendar days after the receipt of briefs. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

Section C. The fees of the arbitrator and other necessary expenses related to any arbitration proceeding, including but not limited to, transcript fees if desirable, shall be borne by the losing party. Company and Union, except that each party shall pay the fees as relates to its own counselor representative. If an Employee witness is called by Company, Company will reimburse him for time lost at his regular straight time base rate. If an Employee witness is called by the Union, or if an Employee grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE XII-LEAVE

BEREAVEMENT

Section A. In the event of death of an immediate family member, the Employee will be granted up to three (3) days of bereavement leave (non-cumulative) with pay. Part time employees will be granted one (1) day of bereavement with the same stipulations and rules as the full time employee. The three (3) days of bereavement leave will not include the Employee's regular days off. One of the three (3) days of bereavement leave must be the day of the funeral. For the purposes of this section, the immediate family is defined as the father, mother, step parents, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, sister, brother, spouse, children and adopted children/stepchildren and grand-children of the Employee.

Section B. A copy of the death certificate, obituary or funeral program and proof of relationship must be provided to Company upon the Employee's return from bereavement leave. Bereavement leave may be used only three times per Employee per government Contract year.

Section C. Should an Employee have more than three (3) family members as defined above pass away, they will be afforded the four (4) days off without pay.

JURY DUTY

Section A. Company will comply with all state and federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay, minus any pay received from the courts for up to two (2) days spent on jury duty. Part time employees are excluded from this benefit.

Section B. Proof of service for jury duty must be provided to Company, in order to receive payment.

MEDICAL LEAVE

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

Section B. Employees must exhaust any personal time off (PTO) during a medical leave of absence.

Section C. During medical leave, Employee may request a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, Employee shall furnish Employer with a statement signed by his physician, establishing that Employee is "fit for full duty" and can return to work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be

terminated from Employment.

Section D. If Employee files for medical leave on false pretext, Employee will be removed from employment with Employer.

Section E. If Employee is found to be working for another Employer during a medical leave of absence, Employee will be removed from employment with Employer.

MILITARY LEAVE

Section A. An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act, shall be granted an unpaid military leave of absence as required under the federal law, for the time spent in full-time active duty.

Section B. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

PERSONAL LEAVE-NON-MEDICAL EMERGENCIES

Section A. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of Employer without loss of seniority to Employee. Such leaves, if granted, are not to exceed thirty (30) days in duration, unless a special extension is approved by Employer. Length of service with Employer shall not accrue for purposes of PTO, holiday, or other accrued benefits, for any unpaid leave of absence. Employer will make reasonable efforts to maintain Employee's position while on a non-statutory, unpaid leave of absence. Unpaid leaves of absence may be taken only with written consent of Employer, or in the case of verified personal emergency. Employees must notify Company within twenty-four (24) hours of a personal emergency

Section B. Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off.

Section C. An employee who engages in gainful employment with a competitor of the Company without permission from the Company, while on leave of absence shall be subject to termination, without recourse to the grievance and arbitration provisions of this Agreement.

Section D. The Company recognizes its obligation under the provision of the Uniformed Services Employment and Reemployment Act of 1994; such employee's shall be reinstated without penalty of losing their seniority.

PROCESSING UNPAID LEAVES OF ABSENCE

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

Section A. All requests for unpaid leaves of absence shall be submitted in writing to Company on a Company provided form to the Supervisor at least twenty (20) working days prior to the date the leave of absence will take effect, except in cases of verified personal emergencies. Personal emergencies must be reported to Company within

twenty-four (24) hours. Company will respond to the request in writing within one (1) week of confirmed receipt of notification of the leave of absence and immediately upon notification of a personal emergency. Unpaid leave shall not interfere with another Employee's previously approved PTO.

Section B. The written request for leave of absence shall be submitted to the Contract Manager by the Supervisor for final approval. A copy of the approved or disapproved leave of absence will be given to the Employee involved.

Section C. Extensions of the leave of absence may be granted at the sole discretion of Employer, upon written request by Employee within five (5) working days prior to the expiration of the leave of absence. Extensions, if granted, shall not exceed more than thirty (30) days.

ARTICLE XIII-REST PERIODS

Subject to Contract requirements or rules and scheduling needs, Employees will receive breaks, as available. In most instances, the Employee, during an eight (8) hour period, will receive a fifteen (15) minute break after two hours of work, a thirty (30) minute lunch break, which may be paid or unpaid depending on the assignment, and a fifteen (15) minute break after six (6) hours. If an employee works more than two additional hours over his/her normal eight (8) hour period, the employee will receive an additional fifteen (15) minute break. In addition, Employees will be provided with breaks for emergency purposes, as reasonably required and subject to government requirements or rules. The company will agree to meet and discuss any change to the current practice of receiving paid breaks.

ARTICLE XIV-CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if Company deems four (4) hours of work is not available, Employee will be paid for a minimum of four (4) hours' time. If prior to the completion of four (4) hours, Employee elects to depart, he/she will only be compensated for the actual time he/she worked. Call in is defined as anytime an Employee is required to report to duty when he/she has not been previously scheduled to work.

Should more than one employee be scheduled for and report for the same post, the most senior employee will be given the opportunity to work the post. The employee not working the post shall receive a minimum of four (4) hours of pay at his/her regular straight time hourly rate provided the error in scheduling is a company error and not an employee error. In the event of scheduling error on the part of the company, the employee may be required to work at any post at the discretion of the employer.

ARTICLE XV-WAGES

Wages will be paid in accordance with the below table.

Monroe, La Porte, Elkhart, St. Joseph, Spencer, Lake

Non Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$20.65	\$21.17	\$21.59
Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$18.65	\$21.17	\$21.59

Montgomery, Tippecanoe, Madison, Bartholomew, Marion, Delaware, Grant, Wayne, Vigo

Non Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$21.65	\$22.19	\$22.63
Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$19.65	\$22.19	\$22.63

Jefferson, Floyd, Porter, Knox

Non Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$20.65	\$21.17	\$21.59
Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$18.65	\$21.17	\$21.59

Vanderburgh, De Kalb, Allen, Howard

Non Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$19.90	\$20.40	\$20.81
Probationary Employees	Current	May 1, 2015	May 1, 2016
Armed Security Officer	\$17.90	\$20.40	\$20.81

ARTICLE XVI-HOURS OF WORK AND OVERTIME

Section A. Overtime pay is to be paid at the rate of one and one-half (1.5) times the base hourly straight time rate. Overtime shall be paid to Employees for work performed in excess of forty (40) hours in a workweek. All hours worked over twelve (12) hours in a workday will be paid at the rate of (1.5) times the base hourly straight time rate. A workday shall be defined as from 0001 hours until 2400 hours. The workweek shall begin at 0001 hours on Sunday. Only hours actually worked shall be recognized in determining overtime eligibility. Employer shall have the right to hold over Employees until relieved and/or to require an available Employee to provide coverage of the post.

Section B. To the extent overtime is required, and scheduled in advance, Company agrees to offer such overtime to bargaining unit members based on seniority and hours worked.

Section C. No overtime will be worked, except by prior direction of the proper supervisory personnel of Company, except in cases of emergency, and when prior authority cannot be obtained.

Section D. Nothing herein shall be construed to require or permit the pyramiding of overtime, or overtime pay.

Section E. Employees may be required to work beyond the hours scheduled on a particular day. In such case, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused by the Employer. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section F. Employees are required to report to work at their scheduled starting times. Employees shall sign in and out on GSA Form 139 applicable to his/her post.

Section G. If a reduction in coverage by the Government is required and PSO hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction. In

such event, a sign-up sheet will be posted and hours will be scheduled based upon the seniority of full time employees signing.

Section H. Any un-planned overtime will be filled at the sole discretion of the Employer.

Section I. In filing planned overtime, the employee with the most seniority that signs the overtime list shall be offered overtime on a rotating basis with all other employees who have signed the same list. Once the most senior employee works or declines the overtime offered he/she will be moved to the bottom of the list and the employee with the next highest seniority shall be offered the overtime. The process shall continue until the overtime is filled or the overtime entire overtime list is exhausted. The process shall not re-start with each planned overtime situation. If no employee who has signed the list agrees to work the overtime, the least senior employee who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees who signed the overtime list in reverse order of seniority.

If an employee who has signed the overtime list refuses to work the overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as provided herein, the planned overtime may be filled by the employer at the sole discretion with or without bargaining unit members.

Section J. No overtime will be worked except by prior direction of proper supervisory personnel or the Company.

Section K. If an employee is required to work more than 50 miles (one way travel) from their regular work site, then the employee will be paid (a) the employees regular base hourly wage (less the regular travel time between the employee's home and regular work site. (b) Mileage at the government rate per mile from the employee's home to the work site (less the regular mileage between the employee's home and regular work site. (c) reimbursement of the cost of meals up to \$40.00 per day provided that itemized receipts for such meals are submitted to the Employer along with a reimbursement request form provided by the Company, and (d) reimbursement for pre-approved hotel room charges if not billed directly to the Employer by the hotel. Incidental expenses such as movies, alcohol, in violation of the Company travel policy will not be reimbursed. If an employee is working more than 50 miles (one way travel) from their regular work site on an assignment of twelve (12) hours or more (including driving time), the employee may stay at a pre-approved hotel as provided.

ARTICLE XVII-HEALTH AND WELFARE & RETIREMENT

Section 1. The Employer will make Health and Welfare Allowance payments, in the form of cash, to non- probationary employees for the first forty (40) straight-time hours of any workweek at the rate specified in the table in Section 2 of this Article. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year.

Section 2. Notwithstanding the foregoing, (i) if any federal, state or local law, rule or regulation requires the Employer to provide health insurance benefits to employees, then, from those employees

electing such health insurance benefits, in lieu of payment of Health and Welfare as provided above, the Employer may instead use the Health and Welfare from the electing employees to provide the required health insurance in order to meet the requirements of such law, rule or regulation and the parties agree to meet and confer regarding the implementation of such requirement, and (ii) if there is an extension of the Contract, then the Health and Welfare amount described above shall remain in effect during such extension and any increase will not be paid during the extension.

Health and Welfare

Effective date	Current	May 1, 2015	May 1, 2016
H&W rate per hr.	\$3.90	\$4.02	\$4.12

RETIREMENT ALLOWANCE

Section A. The Employer will make a retirement allowance payment to each non-probationary employee, at the rate of \$1.55 per hour for each straight time hour up to forty (40) hours per week, not to exceed 2,080 hours per year. Retirement allowance will be paid in the form of cash.

Section B. Notwithstanding the foregoing, if there is an extension of the Contract, the Retirement Allowance payment amount described above shall remain in effect during such extension and any increase will not be paid during the extension.

ARTICLE XVIII-VACATION/PTO

Employees shall be entitled to Vacation, as set forth in this section.

ELIGIBLE FULL-TIME EMPLOYEES

Section A. Full-time Employees shall be entitled to annual vacation pay. Vacation entitlements are determined by an Employee's date of hire and continuous service, notwithstanding breaks in service on the Contract to provide security for designated facilities. Date of hire and continuous service are inclusive of previous employers providing this service.

Section B. Employees employed for one (1) full year by Company shall earn paid vacation entitlements at the rate of 0.038461538 for all straight time hours worked at the base wage rate of pay. Vacation hours earned shall become vested annually on the Employee's date of hire. Maximum vested vacation entitlement is eighty (80) hours per year.

Section C. Employees employed for five (5) full years by Company shall begin earning paid vacation entitlements at the rate of 0.057692307 for all straight time hours worked at the base wage rate of pay. Vacation hours earned shall become vested annually on the Employee's date of hire. Maximum vested vacation entitlement is one hundred twenty (120) hours per year.

Section D. Employees employed for Ten (10) full years by Company shall begin earning paid vacation entitlements at the rate of 0.096153846 for all straight time hours worked at the base wage rate of pay. Vacation hours earned shall become vested annually on the Employee's date of hire. Maximum vested vacation entitlement is two hundred (200) hours per year.

Section E. Employees employed for fifteen (15) full years by Company shall begin earning paid vacation entitlements at the rate of 0.115384615 for all straight time hours worked at the base wage rate of pay. Vacation hours earned shall become vested annually on the Employee's date of hire. Maximum vested vacation entitlement is two hundred forty (240) hours per year.

Section F. Employees are not entitled to use their vested vacation entitlements until they have completed a minimum of one year of employment with Company. Employees will be allowed to cash in a maximum of forty (40) hours of vested vacation time once a year. Vacation entitlements are vested by the year based on Employee's date of hire. Vacation pay will be paid as vacation entitlements are used. Employees will not receive pay for days taken in excess of vacation entitlements. Vested vacation pay shall be paid on the first full payday following Employee's return to work after their vacation. Compensation for the vacation period shall be computed at Employee's base rate of pay in effect, at the time the vacation is vested.

Section F. 1. Health and Welfare and Pension benefits will be paid for all hours associated with Vacation Hours taken by the Employee. Health and Welfare and Pension benefits will not be paid for hours associated with Vacation Hours cashed out or paid in lieu of Vacation taken by the Employee.

ELIGIBLE PART-TIME EMPLOYEES

Section A. Part-time Employees shall be entitled to vacation benefit as described in sections B. through E. above and based on their continuous years of service with Employer (Employee's anniversary date of employment) at their individual hourly rate of pay, and at the time payment is made in accordance with the following schedule.

Section B. Part time Employees will be allowed to cash in a maximum of forty (40) hours of vested vacation time once a year and will not include Health & Welfare. Employees are not entitled to use their vested vacation entitlements until they have completed a minimum of one year of employment with Company.

Section C. Vacation entitlements are vested by the year, based on the Employee's date of hire. Vacation pay will be paid as vacation entitlements are used.

Employees will not receive pay for days taken in excess of vacation entitlements.

Section D. Vested vacation pay shall be paid on the first full payday following the Employee's return to work after their vacation. Compensation for the vacation period shall be computed at the Employee's base wage rate of pay and in effect at the time the vacation is earned.

SCHEDULING VACATION

Employees can request vacation by submitting to Company on a Company provided form to the appropriate Supervisor within fourteen (14) days of the date of the requested vacation. If two (2) Employees simultaneously submit for the same vacation period, the most senior Employee will be granted vacation based on staffing requirements, and the needs of the government and Company. At no time will a senior Employee be able to bump a previously approved vacation request of a junior Employee. Company will provide written documentation to the employee approving or denying the vacation requests within seven (7) days after submission of the request.

Requests for vacation cannot be submitted any earlier than sixty (60) days prior to the date of the start of the vacation. The company will respond within seven (7) days of the request.

CANCELING VACATION

Approved vacation will only be canceled for Acts of God, verifiable operational emergencies, or unforeseen circumstances beyond the employer's control.

UNUSED VACATION

Vacation shall not be cumulative from one year to the next. Any vested but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to Employee in the next full pay period following his or her anniversary.

TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid for all vested and unused vacation as of their last anniversary date. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the termination date.

VACATION- LAID-OFF EMPLOYEES

Length of service with Employer shall accrue for the purposes of vacation benefits, while an Employee is on laid-off status for up to one (1) month. Employees will only be paid vacation benefits when they are working.

VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week, but no less than an eight (8)-hour increments.

PERSAONAL TIME OFF (PTO)

Personal Leave

- A. Each full-time Employee shall be eligible to use a maximum of eight (8) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the Personal/Sick Leave Table below.

Personal/Sick Leave Table		
START	Rate of Personal/Sick Leave Eligible to Use	
Date Employee begins working on the contract, based on an May 1 contract start date.	Full-Time	Part Time Position
May 1-30	64 hours	32 hours
November 1-30	58 hours	29 hours
December 1-31	52 hours	26 hours
January 1-31	48 hours	24 hours
February 1-29	42 hours	21 hours
March 1-31	36 hours	18 hours
April 1-30	32 hours	16 hours
May 1-31	26 hours	13 hours
June 1-30	21 hours	10.5 hours
July 1-31	16 hours	8 hours
August 1-31	11 hours	5.5 hours
September 1-30	6 hours	4 hours

- B. Scheduled personal leave may be taken in four (4) hour increments and shall be paid in the pay cycle when the personal / sick leave was taken, when taken by the Employee as approved by the Site Supervisor.
- C. Personal/Sick days used in an emergency event can be taken in any increment up to 8 hours but no less than 1 hour.
- D. Part Time position Employees will receive one-half the full time personal leave per full contract year worked. At the beginning of the contract year, any Part Time position Employee who was paid more than half the full-time hours (1040 hours) the previous year, will receive additional prorated personal leave based on the number of hours the Employee was paid during that previous

contract year. These additional paid leave hours will be available for the Part Time employee to take throughout the government contract year. Any paid leave eligible, but untaken will be paid to the Employee at the end of the contract year. The payment will be made during the first full pay cycle after the end of the contract year.

- E. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year. The payment will be made during the first full pay cycle after the end of the contract year. Health & Welfare payments will be made on personal leave actually taken. Health & Welfare will not be paid on unused personal time that is paid out at the conclusion of the contract year.
- F. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck. If an employee's termination is overturned or determined to be unjust after the amounts were deducted, the Company will reimburse the Employee for any amount deducted.

START	Rate of Personal/Sick Leave Eligible to be repaid if Used	
	Full-Time	Part Time Position
Date Employee ends working on the contract, based on an May 1 contract start date.		
October 1-31	64 hours	32 hours
November 1-30	58 hours	29 hours
December 1-31	52 hours	26 hours
January 1-31	48 hours	24 hours
February 1-29	42 hours	21 hours
March 1-31	36 hours	18 hours
April 1-30	32 hours	16 hours
May 1-31	26 hours	13 hours
June 1-30	21 hours	10.5 hours
July 1-31	16 hours	8 hours
August 1-31	11 hours	5.5 hours
September 1-30	6 hours	4 hours

- G. Personal / sick leave may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required.

- H. All requests for unpaid leaves of absence shall be submitted in writing to the Supervisor or the Contract Manager at least ten (10) calendar days prior to the date the leave is requested to start, except in cases of verified personal emergencies. The request must include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave; and
 - 3. The estimated date of return to work
- I. The Company will respond to a request by an employee for an unpaid leave of absence within four (4) working days.
- J. If a request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the affected employee.
- K. Nothing in this section limits or modifies any other leave right including to care for a serious medical condition of the Employee or the Employee's family under the Family Medical Leave Act (FMLA).

ARTICLE XIX-UNIFORM AND SAFETY EQUIPMENT

Section A. Upon termination of employment, Employee shall be responsible for the return of all Company Property in serviceable condition. If Employee fails to return the Company Property or return the Company Property in unserviceable condition, Employee will be responsible to pay the replacement cost. The replacement cost will be deducted from Employee's final paycheck.

Section B. The negotiated rate for Uniform Maintenance is \$.00 (zero) cents per hour.

Section C. If the employee is issued a weapon, the employee shall comply with all laws, rules, procedures, and regulations issued by FPS, the Employer, and the State of Indiana regarding the use and storage of the weapon. The following shall apply if more restrictive than the above laws, rules, procedures and regulations:

- (a) When driving to and from work under the Contract, the weapon shall be secured at all times and under the possession and control of the employee;
- (b) When not travelling to and from work, the weapon shall be at the employee's home, unloaded, the safety engaged (if the weapon has a safety), and Employer provided slide lock attached. The weapons shall be in the Employer provided case and the case secured to an immovable object (using the Company's handcuffs if necessary)
- (c) Except for practice solely in connection with weapons qualification required under this Contract, no personal use of the weapon shall be allowed.

- (d) The weapons shall be immediately returned to the Employer upon request of the Employer. Any violation of this section shall subject the employee to immediate discharge.

ARTICLE XX-NO STRIKE, NO LOCKOUT

Section A. Both Company and Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, Union and Company agrees there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts. Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restrictions or interference with Employer's or government's operations for any reason whatsoever, nor will Union authorize or sanction the same.

Section B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination.

Section C. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section D. During the term of this agreement the Company will not lock out the employees.

ARTICLE XXI-GOVERNMENT REQUIREMENTS

Section A. Union agrees to cooperate with Employer in all matters required by the United States Government, and Union recognizes that the terms and conditions of this Agreement are subject to certain sovereign priorities, which the United States Government may exercise. Union agrees that any actions taken by Employer pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union, where immediate change is required by the United States Government. Employer will, however, brief the Union concerning the effects of any such change, and provide copies of the Government requests.

Section B. If the contracting agency directs that a specific Employee be removed from the Contract or otherwise disciplined, any such action directed may be undertaken by Employer. An arbitrator shall have no authority to offer condition, or in any respect, limit Employer's right to remove an Employee at the direction of the contracting agency. In the event the contracting agency expressly directs the removal or discipline of a Contract Employee, Employer agrees to cooperate with the Union by providing it with all relevant information concerning the incident.

Section C. Union recognizes that Employer has certain obligations under its Contract with its client pertaining to security, and agrees that nothing in this Agreement is intended to place Employer in violation of its security agreement with its client. An arbitrator shall have no authority to offer condition, or in any respect, limit Employer's right to remove an Employee at the direction of the contracting agency.

Section D. Company has a duty to service its client, and should the federal properties in the State of Indiana suffer any "acts of God" or "natural disasters," to include hurricanes, tornados, floods or any other inclement weather, Employees that are currently at work will be held over until properly relieved.

ARTICLE XXII-GENERAL

Section A. This Agreement and Addendum hereto, when accepted by the parties hereto and signed by their respective and duly authorized representatives, shall constitute the sole agreement between them involving Employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between all parties hereto in writing.

Section B. This Agreement represents the full and complete agreement between the parties. It is understood by both parties that they each waive the right, during the life of this Agreement, to bargain collectively with respect to any matters or subject that is a mandatory subject of bargaining, regardless of whether that matter or subject is referred to in the Agreement, or was or was not discussed during the negotiations that led to this Agreement, unless the parties shall mutually agree otherwise.

Section C. In the event any provision of this Agreement or Addendum hereto is declared invalid by any competent court or governmental agency, such invalidation shall not affect the remaining provisions of this Agreement or the Addendum hereto.

Section D. Employee may be subject to further physical examinations during the course of his employment, or after recall to service after layoff or leave of absence. Employees will be paid a minimum of (2) hours at their base wage rate of pay, for time spent, to attend Company required physicals.

Section E. It is recognized, agreed and acknowledged that Company is in the business of providing a service through its Employees to the government and other customers. It is, therefore, essential and expected that all Employees act in a highly professional and courteous manner, and be held responsible and accountable for their duties, functions and job requirements. Deviation from or failure to meet this standard may result in disciplinary action.

Section F. It is Employee's responsibility to maintain the status of any permits, when notified by management clearances or other qualifications required by the state, local law or the federal government, including, but not limited to, weapons permits, CPR/first-aid training and suitability clearances (hereinafter referred to as "credentials "). Forms for the reporting of such information will be available from Company. An Employee whose credentials expire will be removed for up to sixty (60) days, or until such time as the Employee becomes qualified again. If an Employee does not become qualified within sixty (60) days after the expiration of a required credential, the Employee will be considered to have voluntarily resigned. The company will pay for all costs associated with training, license, permits etc. required by Local, State, and Federal law. Employees attending annual refresher training will be paid in accordance with article XV and XVI.

Section G. The parties recognize and agree that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment on the job poses risks to Company, the affected Employee, and his co-workers and the public. Accordingly, Employees will be subject to both random and for- cause drug and alcohol testing. The Union and Employer agree that there shall be zero tolerance for illegal drug use. If the results of the drug test are positive for illegal drugs, the Employer may terminate without recourse by the employee or the Union to the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer. Employees sent by Inter-Con for testing will be compensated.

- (1) The employer may, from time to time, randomly test any bargaining unit member based upon the Government's or the Employer's reasonable suspicion
- (2) Test any employee involved in the discharge of his/her issued weapon (except at gun range)
- (3) Any incident or accident
- (4) Test any employee as part of their Government required physical testing
- (5) Test any bargaining unit employee as allowed under applicable federal state, or local law for the use of illegal drugs. Such testing will be in accordance with procedures described in The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended, from time to time, and in conformance with applicable state laws, if any.
- (6) The Union and the Company agree to abide by the Company's substance abuse policy.

Section H. A full-time Employee must notify Employer of any employment with another employer. Employee must have an eight (8)-hour break between the time Employee works for Company and such other employer. Any Employee who violates this section shall be disciplined in accordance with Company policy.

Section I. In the interest of maintaining continuous operations, Company may temporarily assign an Employee to a vacant or new position, until the job is filled in accordance with this Contract. To the extent feasible, the assignment shall be a voluntary selection based on seniority for qualified Employees. In the absence of volunteers, assignments shall be made on a reverse seniority basis.

Employees so assigned will receive the higher of the base hourly wage and fringe benefits available to Employees regularly assigned to the site to which they are being transferred, or the regular hourly wage and fringe benefits they receive at their regular site under this Agreement. Employees so assigned will be subject to all other work rules and procedures applicable at the location to which the Employee is transferred. Employer agrees to pay per diem and mileage at the rates stipulated by the GSA.

Section J. Due to the changing work environment, all Employees are subject to assignment on an as-needed basis. Assignments will be made using seniority in accordance with rules established in Article Seven (7) of this Contract. Failure to comply with the assignment may lead to disciplinary action. For purposes of this section, a temporary assignment shall be one in which Company contemplates that Employee will return to the original assignment within six (6) months.

Section K. An employee injured during work hours shall receive the rest of the day off without loss of pay for that day, providing the report of medical treatment is provided to the Company confirming the

employee is not to return to work that day. In accordance with Company policy, the employee must report the injury or injuries occurring while working for the Company to his immediate supervisor as soon as possible after sustaining the injury. The employee will report the injury or injuries during the same work shift the employee is working when the injury occurred. Medical attention will be as directed by the Supervisor/Contract Manager, who will also insure prompt submission of documentation for worker's compensation reporting purposes.

Section L. It is the obligation of the employee to keep the Company and the Union of his/her current addresses and telephone number within (1) week of the change.

ARTICLE XXIII-MANAGEMENT RIGHTS

Section A. The management and operation of the business of Employer and the direction of the workforce are rights vested exclusively in Employer, unless expressly abridged by the terms of this Agreement. These rights include, but are not limited to, the following:

- A. Making and enforcing rules to assure orderly and efficient operations.
- B. Determining Employee competency and the right to hire, transfer, promote or demote.
- C. Suspending and discharging for just cause.
- D. Determining the existence of a lack of work, and laying off for lack of work.
- E. Performing bargaining unit work as necessary due to unanticipated circumstances.
- F. Determining the processes, techniques, methods and means by which services are provided.
- G. Assigning work.
- H. Terminating, merging, or selling the business, or any part thereof.
- I. Judging the qualifications of its Employees.

Section B. Any rules, regulations, or directives which are now in effect, or which may later be imposed upon the Company by its Client, or any Governmental Agency having jurisdiction, after the Company and the Union meet and discuss the impact and effects, will apply with equal force and effect to employees hereunder. Employees are also required to adhere to Company Rules and Regulations.

ARTICLE XXIV-DURATION

Section 1. This Agreement, with the exception of the economic portions mentioned which start on May 1, 2015, shall be in full force and effect from the date of execution, and shall remain in full force and effect until midnight April 30, 2017, and so on from year to year thereafter, unless, not later than sixty (60) days prior to the end of the current term and duration, either party hereto gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then-current term and duration. If the parties fail to provide timely notice to amend, terminate, or otherwise renegotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one (1)-year periods. Notwithstanding the foregoing, this Agreement shall not become effective, unless it is fully executed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with Employer to provide security services, as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement this 30th day of March, 2015.

For: Inter-Con Security Systems, Inc.

Daniel Ryan Vice President

For: Inter-Con Security Systems, Inc.

Manuel Marques, Contract Manager

For: CFER

Carrie Upshaw, President

For: CFER

Christopher Fleck, Vice President

Addendum A

HOLIDAYS

Holiday pay: Employees will be paid the appropriate pay rate for all hours worked on a holiday. All full-time Employees will be paid eight (8) hours of holiday pay for the holiday listed below, whether the employee works or is scheduled to be off. Part-time Employees will receive a prorated holiday benefit based on the number of hours worked the previous pay period leading up to the holiday.

- (a) Employees must work the last scheduled day prior to a holiday, or the first scheduled day following the holiday, to be eligible for holiday pay.
- (b) The benefit does not apply if the employee is laid off or on leave of absence.
- (c) An employee who is scheduled to work a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay benefit and shall be the subject of discipline under this agreement.

New Year's Day	Martin Luther King Jr.'s Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Good Friday	Thanksgiving
Christmas Eve	Christmas Day
Employees Birthday	