

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2730
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State: West Virginia

Area: Monongalia

Employed on contract for Employed on U.S. Department of Energy, National Energy Technology Laboratory contract for Site Security Services.

Collective Bargaining Agreement between contractor: Boutchantharaj Corporation dba DFW Security Protec, and union: Local 12, effective 2/1/2016 through 1/31/2019 and amended on 1/19/2018.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**BOUTCHANTHARAJ CORPORATION
d.b.a. DFW SECURITY PROTECTIVE FORCES**

and

**THE UNITED SECURITY FORCES of AMERICA, INTERNATIONAL
UNION and its Local No. 12**

at

Dept. of Energy: Morgantown, WV

Effective: February 1, 2016 through January 31, 2019



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ARTICLE 1 PREAMBLE

THIS AGREEMENT has been entered into on February 1, 2016 by and between Boutchantharaj Corporation dba DFW Security Protective Force (DFW) hereinafter referred to as the "Company", and United Security Forces of America, International Union and its Local No. 3, hereinafter collectively referred to as the "Union". Unless otherwise stated herein, this Agreement is effective February 1, 2016 for all non-economic terms, and upon signing all economic terms shall be effective as of February 1, 2016.

The Company and Union (the "Parties") acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

The Union, the Company and all Employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair day's work for a fair day's pay.

The Union acknowledges that the Company's operations at National Energy Technology Laboratory – Morgantown, WV are pursuant to a U.S. government contract and nothing negotiated herein shall be construed to place the Company in violation of such contract. Any ambiguity in the language in this Agreement shall be construed to the fullest extent possible to make this Agreement consistent with the contract and the Company's obligation to its agreements to provide high quality security services, recognizing that security procedures are subject to change in response to or anticipation of world, national or local events and/or circumstances.

ARTICLE 2 UNION RECOGNITION

SECTION 1: Recognition of Union. The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and regular part-time security guards who perform guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, as amended, at the National Energy Technology Laboratory – Albany, OR Facility; excluding all office, clerical, professional Employees, and Supervisors as defined in the Act, and all other Employees, **(Case 06-RC-141769)**. The Union reserves, and the Company recognizes, its right to demand to bargain over any changes to the

Employees' terms and conditions of employment, including but not limited to effects and decision bargaining.

SECTION 2: Employees. Whenever used in this Agreement the term "employees" shall mean all full-time and part-time security officers, shift supervisors, sergeants, and lieutenants employed by the Company, and excluding, managerial personnel as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered Employees under this Article 1.

SECTION 3: Probationary Employees. All Employees newly hired, or rehired after termination of their seniority, shall be classified as probationary Employees for a period of ninety (90) days from the date of hire or rehire and shall not be included in the bargaining unit for purposes of Union representation.

SECTION 4: The Company will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union at National Energy Technology Laboratory – Albany, OR changing any condition in the Agreement.

ARTICLE 3 UNION SECURITY

SECTION 1: All present Employees of the Company who are Security Officers as defined in Article II covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All Employees of the Company who are Security Officers as defined in Article II covered by this Agreement who are not members of the Union and all such Employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 31st working day following the date of execution of this Agreement or date of hire, whichever is later.

SECTION 2: The failure of any Employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that union membership was available to the Employee on the same basis as to other members, to forthwith discharge such Employee. Further, the failure of any Employee to maintain his or her union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such Employee.

ARTICLE 4 DUES CHECK-OFF AND AUTHORIZATION FORM

SECTION 1: The Company will deduct and pay to the Union the regular amount of initiation fee and Union membership dues established by the Union from the pay of each Employee covered by this Agreement who authorizes and directs the Company to make

such deductions. Each such authorization shall be in writing on a form provided by the Union and shall be governed by all applicable Union provisions, bylaws, and constitutions. An executed dues authorization card will be provided by the Union to the Company for each Officer in the bargaining unit.

SECTION 2: All sums collected in accordance with such signed authorization cards shall be remitted by the Company via check made payable to the United Security Forces of America, International Union and mailed to the International Union Office not later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by the Company. The Union agrees it will promptly furnish to the Company a written schedule (bi-weekly) of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Company in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made for all Employees.

SECTION 3: The Company shall furnish, with the monthly check, a list of those Employees for whom deductions have been made.

SECTION 4: The Union accepts full responsibility for the authenticity for each Check-off card submitted by it to the Company, and any authorization, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that, upon receipt of proper proof, it will refund to the Employees any deduction erroneously or illegally withheld from an Employee's earnings by the Company which has been transmitted to the Union by the Company within 30 days of remittance. The Union further agrees to indemnify the Company and hold it harmless against any loss and all claims, suits or other forms of liability which may arise as a result of the Company's compliance with the Union membership or check off Articles for amounts deducted from wages as herein provided.

SECTION 5: Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement. No deductions of Union dues will be made from the wages of any Employee who has not executed a check-off form or who is not in pay status. Collections of any back dues owed at the time of starting deductions for any Employee, and collection of dues missed because the Employee's earnings were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.

SECTION 6: Deduction of membership dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the Employee's last day of work occurs.

SECTION 7: It is specifically agreed that the Company assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Service Fee (Fair Share) Check-off Article, and the Union hereby agrees it will indemnify and hold the Company harmless from any claims, actions or proceedings by an Employee arising from deductions or non-deductions made by the Company.

SECTION 8: This Article shall not become operative until this Agreement has been formally executed, pursuant to a ratification vote of a majority of all Employees in that Bargaining Unit present and voting.

ARTICLE 5 NO STRIKES, NO LOCK-OUTS

SECTION 1: Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. The Union agrees that during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit Employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. It shall be a violation of this Agreement, and it shall be cause for immediate discharge, in the event an Employee refuses to enter upon any property involved in any labor dispute involving other Employee organizations, or refuses to go through or work behind any picket lines involving other Employee organizations at the Company's place or places of business.

SECTION 2: The Union shall exert reasonable efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert reasonable efforts to terminate it.

SECTION 3: The Union and the Company agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other Employee organizations at the facilities covered by this Agreement.

SECTION 4: The Company shall not cause, permit or engage in the lock-out of Employees.

SECTION 5: 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 the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an Employee or Employees to cross a strike line at the Employees' regular place of

employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

SECTION 6: Any Employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE 6 MANAGEMENT RIGHTS

SECTION 1: Subject to such limitations as may be imposed by this Agreement and applicable statutes, the Company retains the sole and exclusive right to manage its business and to direct the working force, including but not limited to the rights, in accordance with its judgment and discretion; to reprimand, suspend, discharge, or otherwise discipline Employees for just cause; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire Employees, the right to schedule work, to determine shifts, to establish and change schedules, to set and establish standards of performance, to assign work and working hours to Employees, to determine the amount and location of work, to determine the type of services performed, to establish reasonable quality and performance standards, to determine the most efficient means of providing service, to require every Employee to comply with normal, reasonable operating procedures, to formulate and enforce reasonable company rules and regulations that are equitably applied, to hire Employees, the rights, in accordance with its judgment and discretion; to reprimand, suspend, discharge, or otherwise discipline Employees for just cause; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire Employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to judge skill, ability and physical fitness in a reasonable, nondiscriminatory manner, to control and regulate the use of all equipment and other property of the Company and/or the Government; provided however, that with respect to any action that results in a change in established work rules, existing hours of work or the size of work force, the Company shall give reasonable prior written notice; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's Employees. Further, the Company may in an emergency temporarily, and for no longer than 15 days, have its supervisors or managers perform Bargaining Unit work if ordered by

the government, and/or if no Bargaining Unit Employee is readily available or eligible to perform the duties in question. The Company explicitly retains any and all rights that are not covered by this Agreement.

SECTION 2: Upon presentation of written documentation to the Union from the contracting agency, Management shall retain the exclusive right to discharge any Employee who has been denied access to the premises by any government agency or who has not maintained the necessary security clearance, certificate, or license required by the State, Department or Company.

SECTION 3: Failure to Exercise Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein. The above rights of Management are not all-inclusive, but indicate the type of matters or rights, which belong to, and are inherent to, Management.

SECTION 4: Nature of Work. It is recognized and acknowledged that the Company is in the business of providing a service to the Government, its customers and the public. It is therefore essential and expected that all Employees will act in a professional, courteous manner and will be held accountable for their duties, functions and job requirements. Except for those matters specifically addressed in the Agreement, the Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union.

SECTION 5: If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

ARTICLE 7 HOURS OF WORK AND OVERTIME

SECTION 1: For the purposes of this agreement, Employees who work less than 32 hours per week (based on an annual averaging of worked hours) are considered part-time Employees. Those Employees who work 32 hours per week or greater, are considered full-time Employees.

SECTION 2: The regular work-week for all Employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week. The Company week begins on Monday at midnight and ends on Sunday at 11:59. It is agreed that work will be performed as scheduled and accepted to meet the Statement of Work for the contract.

SECTION 3: All hours worked in excess of forty (40) hours per week, including all training, shall be paid for at the rate of time and one-half at the Employee's base hourly salary. Only actual time worked by an Employee will be included in calculating overtime compensation. In the event of an emergency, Employees may be required to work overtime.

SECTION 4: The Company will attempt to distribute overtime equally among Part time bargaining Unit personnel provided such personnel have the requisite skill and ability to perform the work needed. In the event all qualified Employees reject the request to perform overtime, the overtime shall be performed by the qualified Employee with the least amount of overtime hours worked within the classification, at the Company's discretion.

SECTION 5: The Company shall have the right to schedule working hours or working days and to make revisions in such schedule to meet its needs or those of the government.

SECTION 6: Employees shall be permitted to switch shifts upon mutual agreement if such written requests are approved by the Company with one (1) week notice and such changes occur within a single week so as not to create overtime. Company approval in such matters shall not be unreasonably withheld.

SECTION 7: Any Employee who is called-in on any of his or her normal days off shall receive a minimum of four (4) hours of work, or be paid for the difference, if any, between the actual time worked and four (4) hours pay, if sent home.

SECTION 8: Employees who are calling out of work should do so four (4) hours prior to the start of his/her shift. The Security Officer on duty will then contact the Security supervisor.

SECTION 9: Mandatory Call-in work will be distributed by seniority with part-time Employees first who will not incur overtime.

ARTICLE 8 PROBATION/NEW HIRES

SECTION 1: The Company may discharge probationary Employees for any reason at its sole discretion without resort to the grievance and arbitration procedures. At any time during the probationary period, the Company shall retain the sole right to suspend, discipline and discharge Employees for any reason, no reason, even a mistaken reason. All other provisions of this Agreement are applicable to probationary Employees. However, no Employee shall be discharged in violation of any Federal or State Statute.

SECTION 2: All Employees newly hired, or rehired after termination of their seniority, shall be classified as probationary Employees for a period of ninety (90) calendar days from date of hire.

SECTION 3: The ninety (90) day probationary period for new Employees required to attend a formal training program as a condition of employment will commence on the first full day of employment upon successful completion of the program.

SECTION 4: Once the probationary period has been completed, the Employee shall gain seniority status and his/her seniority date shall revert back to the first day the Employee earned wages from the Company for employment at this site.

SECTION 5: Part-time Employees shall be promoted to full-time status based on their site seniority.

SECTION 6: In hiring of Employees, the Company will notify the Union or alternate Steward within five (5) working days after the date of hire.

SECTION 7: The purpose of the probationary period is to provide for the evaluation of an Employee over a period of ninety (90) days. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for that absence. The Employee will be notified of this extension and the reasons for it.

ARTICLE 9 UNION REPRESENTATION

SECTION 1: The Union's duly authorized agent or representative, provided they have the clearance or facility authorization to enter, shall have the right to visit the premises of the Company at the U. S. Department of Energy National Energy Technology Laboratory at reasonable intervals and at a reasonable time during work hours for the purposes of discussing grievances with the union or alternate Steward or the Company. Upon such visits, the Union's representative shall first report to the Company or its duly authorized agent for this purpose. While on the premises, the Business Representative or any duly authorized union representative shall only be allowed to meet with bargaining unit Employees or members of management of the Company 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. Such visits shall not interfere with the orderly and efficient operation of the Company's business. The Union may hold meetings at the work site with off-duty officers.

SECTION 2: To the extent possible, Union business shall be conducted by Union stewards and officials on off duty hours. Stewards shall not be compensated by the Company for performing their duties as a steward.

SECTION 3: The Company shall permit the Union and/or its Steward a reasonable amount of time to handle Union business, provided the steward advised the Company supervisor of the time Union business starts and finishes. The Union will furnish the Company the names of all Stewards. Within twenty (20) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing at least twenty (20) calendar days of such change becoming effective.

SECTION 4: Upon request of the President of the local to the Manager, Human Resources, the Company will, on reasonable notice, and so far as the needs of its business permit, allow one (1) Employees time off, without loss of seniority but without pay, to attend business or committee meetings or conventions of the Union or affiliate. Exceptions to the foregoing may be made by mutual agreement.

SECTION 5: The Union will be provided a bulletin board for the purpose of posting Union notices and information.

SECTION 6: The union shall have the right to speak to the new hires the first week of orientation or training period by providing contact information to the union of the new hires.

SECTION 7: Neither Union officials nor Employees shall conduct any Union business that interferes with the performance of their post duties.

ARTICLE 10 GOVERNMENT SUPREMACY

SECTION : Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g. security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Company will be permitted to adhere to those requirements provided the government requirements are in writing, comport with all applicable federal regulations and are provided to the Union in a timely manner.

ARTICLE 11 GOVERNMENT REQUIREMENTS

SECTION 1: The Union agrees that any actions taken by the Company pursuant to a verified and written 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 the United States Government requires verifiable and documented immediate change. If the Government directs in writing and in compliance with all applicable federal regulatory procedures, including but not limited to, providing written notice the subject Employee, that a specific Employee be removed from the premises and/or discharged or disciplined, any such action may be undertaken by the Company and shall not be subject to the grievance or arbitration procedure of this contract. The Company will, however, meet and confer with the Union concerning the effects of any such changes and/or removal.

SECTION 2: The Union recognizes that the Company has certain obligations in its contract with the Government pertaining to security and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with the Government.

SECTION 3: The Union acknowledges and agrees that the terms and conditions of this Agreement, and the Employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of DFW Security Protective Force customer, the United States government Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to provide to the Union all written communication with the government/agency on the same and will promptly notify and discuss bargain with the Union over the effects of that action.

ARTICLE 12 CLOTHING AND EQUIPMENT

SECTION 1: The Company will provide at no cost to all Employees required uniforms and safety equipment. In the event negligence or malfeasance on the part of the Employee results in damage to uniforms or equipment, the Employee will be responsible for reimbursing the Company for said damage or costs, through deductions that Employees agree, through written authorization, to be taken out of their paychecks through payroll. The Employee shall, in all cases, use uniforms and equipment of the Company with care. Employees shall be required to comply with dress code requirements of the Company, and to maintain proper grooming, cleanliness and hygiene at all times. The Company will promptly replace all worn uniforms, including boots, at its cost.

SECTION 2: A uniform policy enacted by the company will control the uniform and appearance standards. Should the company require Employees to wear specific attire, they will provide such attire to the Employees. Attire will be replaced as necessary. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained and in good repair.

SECTION 3: Excessively worn, torn or damaged clothing or equipment will be reported to a Site Commander for replacement. The condition of uniform and equipment can be assessed and determined by Project Manager, and replacements required at their discretion.

SECTION 4: Long-sleeved or Short-sleeved shirts may be worn at the discretion of the officer. Shirts shall be worn as intended, no rolled- up sleeves, or modifications of any uniform article are allowed. Only navy T-shirt's are to be worn. Any clothing article that was not issued by the Company must be approved by the DFW Corporate Manager prior to wearing.

SECTION 5: All uniform s and equipment shall be returned to Company within seven (7) business days from Employee's termination. Company is to withhold three hundred and fifty dollars (\$350.00) if uniforms and equipment are not returned within that timeframe.

ARTICLE 13 SAFETY

SECTION 1: In order to provide safety control for protection to the life and health of Employees and prevention of damage to property, supplies and equipment, the Company and the Employees shall comply with all applicable safety requirements established by the Company or the Government.

SECTION 2: The Company shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its Employees. The Company may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its Employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

SECTION 3: All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence in accordance with the procedures in effect with the Company.

SECTION 4: An Employee seriously injured during working hours and requiring immediate medical attention shall receive the rest of the day off without loss of pay for that day. Need to speak on this

SECTION 5: Grievance involving the interpretation or application of the provisions of this Article may be processed through the Grievance Procedures set forth herein but shall not be processed to Arbitration.

ARTICLE 14 DRUG TESTING

SECTION 1: The Company will enforce the Company's drug and alcohol policy that may require for pre-employment testing as well as testing after employment. The Employee consents to such policy as a condition for employment. Continued employment is based on the successful passing of drug tests. The Company will promptly reimburse the Employee for any expenses and mileage incurred in taking Company ordered drug testing.

ARTICLE 15 BARGAINING UNIT WORK

Non-Union members shall not perform bargaining unit work except in the event of training, emergency, or if sufficient qualified bargaining unit Employees are not available to perform the work.

ARTICLE 16 REDUCTION IN FORCE

SECTION 1: In the event that it becomes necessary to reduce the work force, the last person hired shall be the first laid off, and if the working force thereafter is increased, the Employees shall be recalled in the reverse order in which they were laid off.

SECTION 2: When an Employee is discharged or laid off, he or she shall be paid by check for any wages owing at his or her next regular pay period, check will be mailed by registered or certified letter to his or her last known address, at his or her next scheduled payday.

SECTION 3: When the Company recalls laid-off Employees, it will attempt to contact the Employee by telephone, contact the Union by telephone, and shall mail a registered or certified letter or telegram to the Employee's last known address. The Employee may be required to respond and be available for work within forty-eight (48) hours of the above procedure. All Employees are required to keep the Company informed of their current address and telephone number.

ARTICLE 17 SENIORITY

SECTION 1: The term "seniority" shall mean the length of continuous service of an Employee. Seniority is based upon length of service at a specific site. Seniority at one site will not influence the established line of seniority at another Department of Energy site. Classification seniority shall be utilized for purpose of days off, layoff, and recall, subject to the Employee's skill and ability to perform the work required.

SECTION 2: The Union and alternate Steward shall be entitled to super seniority at the facility area, for purpose of layoff and recall, provided they have the requisite training and/or qualifications to perform the available work.

SECTION 3: Seniority shall be lost for the following reasons:

1. Resignation, voluntary termination or otherwise leaving employment with or without proper notice.
2. Discharge for just cause
3. Layoffs in excess of two (2) full years
4. Failure to return to work within forty-eight (48) hours after notice of recall sent by certified mail, return receipt requested, or telegram to the Employees last address on record with the Company.
5. Failure to report to work for three (3) or more consecutive working days without making notification to the Company.
6. Continuous illness or disability for a period of time in excess of one (1) year. Upon the return of any Employee who has been ill for a protracted period within the one-year period, and prior to returning to actual work, the Company shall have the right to require a medical examination of the Employee to determine whether or not the Employee may return to work in a safe and healthy manner.

SECTION 4: Seniority shall not accrue until an Employee has completed their ninety-day probationary period. At which time, the Officers seniority shall revert back to date of hire.

SECTION 5: Should an Employee request a change from night shift work or day shift work, preference for such assignment shall be made on the basis of seniority when such work becomes available. Vacancies within a classification shall be posted for bidding by classification seniority, provided the Employee has the required qualifications and/or training to perform the available work.

ARTICLE 18 DISCIPLINE

SECTION 1: No Employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the Parties that in instances when (i) an Employee is removed from working under the Contract by the government via written direction of the government, (ii) the Employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government in writing, or (iii) the Employee no longer satisfies the government qualifications for his or her position, the Employee may be terminated under this Agreement. Discipline and discharge action taken as a result of government's written direction will not be subject to progressive discipline. In the event of any such government directive the Company agrees to provide prompt written notification to the Union and the Employee of the same, as well copies of any and all government documents related to the same.

Should a non-probationary Employee wish to contest a dismissal solely made by the Company (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Company within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in this Agreement.

The Company's policy and procedures will be consistent with the Department of Energy Technology Laboratory and DFW's policy and procedures on disciplinary action.

SECTION 2: Subject to the foregoing, discipline shall be applied progressively as follows:

1. With respect to a first offense, the Employee will be given a documented verbal warning.
2. With respect to a second offense within twelve 12 months of the first offense, the Employee will be given a written warning.
3. With respect to a third offense within twelve (12 months of the first offense, the Employee may be subject to a one (1) to three (3) -days suspension.
4. With respect to any further offense within twelve (12) months, the Employee may be

subject to discipline up to termination at the sole discretion of the Company.

5. Discipline and/or discharge action taken in responses to offenses that is determined to lead directly or indirectly to or is a direct or indirect cause of breaches of security will not be subject to progressive discipline.

6. Major Offense. Up to immediate discharge. Infractions included, but not limited to, include theft, drug/alcohol violation, inattentiveness and willful DOE/NETL and DFW policy violations.

SECTION 3: Just Cause. No Employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in this Agreement.

ARTICLE 19 GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1: For the purpose of this Agreement, a Grievance is defined as a difference of opinion between the Company and the Union regarding the meaning, interpretation or application of this Agreement. All Grievances shall be processed in accordance with the following steps:

STEP 1: The Grievance shall first be submitted by the Union to the Company's appointed representative in writing by the Union within seven (7) days from the date of the occurrence of the incident, or when the Union became aware of it whichever is later. If more than seven (7) days elapse, the Union shall be barred thereafter from processing the complaint as a Grievance. Such Company representative or his appointed designee shall, within seven (7) days after receiving the Grievance, render his decision in writing.

STEP 2: If the Grievance has not been resolved during Step 1 the Union may submit the Grievance to the Company's appointed representative or designee within seven (7) days after receipt of the above initial decision by the Company. If more than seven (7) days elapse, the Union shall be barred thereafter from processing the complaint as a Grievance. The Company's appointed representative or designee shall, within seven (7) days after receipt of the Grievance, render a decision thereon in writing.

STEP 3: Within ten (10) days after Step 2 is completed, the Union's President or his designee and the Company's representative or his designee, shall confer either in person or via phone for the purposes of trying to reach a satisfactory resolution of the grievance.

STEP 4: Grievances which have been processed in accordance with the requirements above, and which remain unresolved, may be moved to arbitration by the Union by

providing written notice of the same to the Company within thirty (30) days from the conclusion of Step 3.

STEP 5: Within ten (10) days of notice to the Company as noted in Step 4, the Union may request the Federal Mediation and Conciliation Service (FMCS) to nominate seven (7) persons who are qualified and willing to act as arbitrators. The Union and the Company, and/or their designated representatives shall, as soon as practical, select an arbitrator from the list provided by alternately striking one (1) name from the list until one (1) name remains. The party striking first shall be decided by a flip of the coin with the party losing the toss striking first. The remaining nominee shall be considered to have been selected by the agreement of the Parties and shall then become sole arbitrator.

SECTION 2. The award of such arbitrator shall be in writing and shall be final and binding upon the Company, the Union, and the Employee or Employees involved. The arbitrator may consider and decide only the particular Grievance presented, and the arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change, or disregard any of the provisions of this Agreement.

SECTION 3. Expenses relating to the calling of witnesses and representation or any other similar expenses associated with each witness shall be borne by the party requiring the same. The Union and the Company shall each pay one-half (1/2) of the fee charged by the FMCS, the arbitrator, the cost of the hearing room, the court reporter's transcript and per diem fee, and the original copy of the transcript. The Parties will mutually provide a copy of the transcript to the arbitrator with the submission of their post hearing briefs. The transcript shall constitute the official record of the arbitration.

SECTION 4. Grievances involving discharge or indefinite suspension will be presented directly to the second step of the Grievance procedure.

SECTION 5. In calculating time for purposes of this Article, Saturdays, Sundays and holidays cited in this Agreement shall not be counted. Time limits stated in this Article may be modified, if desired, only in writing and by mutual agreement. Otherwise time is of the essence.

SECTION 6. Only the Union shall have the right to advance a grievance to arbitration. The Union may file a class action grievance in accordance with the time lines noted herein to address matters that impact more than one-unit member.

ARTICLE 20 NON-DISCRIMINATION

The Company agrees that it shall comply with all federal, state, and local (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any Employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws.

ARTICLE 21 VACATION

SECTION 1: Employees shall be entitled to paid vacation in according with the following schedule:

Service Completed	Vacation Period
After 1 year	Up to 2 weeks (Max 80 Hours) For every 8 hours paid the Employees will earn .31 hours.
After 5 years	Up to 3 weeks (Max 120 hours) For every 8 hours paid the Employees will earn .46 hours.
After 10 years	Up to 4 weeks (Max 160 Hours) For every 8 hours paid the Employees will earn .62 hours.
After 15 years	Up to 5 weeks (Max 200 Hours) For every 8 hours paid the Employees will earn .77 hours.
After 25 years	Up to 6 weeks (Max 240 Hours) For every 8 hours paid the Employees will earn .92 hrs.

SECTION 2: Vacation shall not accrue and full time Employees shall not be entitled to vacation under the above schedule until the Employee has completed twelve (12) months plus 1 day of employment. If an Employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the Employee shall not be entitled to any vacation pay. The length of eligible service is calculated on the basis of every 12 months plus 1-day period that begins with the Employee's original service start date.

SECTION 3: Employees will earn vacation on their anniversary dates in accordance with the schedule above. Vacation pay shall be earned following the Employee's anniversary date and payable before the next anniversary date. The Union and the Company agrees that the Employee can request to cash out any earned, unused vacation pay. At the time of resignation and/or termination of employment, Employees shall be paid for any earned and unpaid vacation hours providing they have been employed for more than one (1) year. Earned, unused leave will not be carried over from one year to the next. Vacation leave/pay is based upon completed years of services by the Employee, without a break in service.

SECTION 4: Vacation leave shall be taken at such times mutually convenient to the Employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e. "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority.

SECTION 5: All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. The Company may require that Employees taking leave under this Article shall not take it in less than 8 hours' increments. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the parties that any alleged violation of this Article shall be subject to the grievance procedures set forth in Article 15. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 15 shall be final and binding.

SECTION 6: Vacation pay shall be earned on all hours paid. Employees shall be compensated for vacation at their straight time rate of pay in effect at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing over-time. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

SECTION 7: Active Duty Military Employees deployed on active military duty in excess of 90 consecutive days will not be subject to the loss of any vacation time vested while on active duty or prior to deployment. Such vacation time will be made available to use for 12 months after the Employee returns from active duty.

SECTION 8: Length of service shall be consistent with seniority and measured from time of employment at the site, inclusive of all time employed by any predecessor contractor(s). This includes all service with present Company and predecessor Companies in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Albany, OR.

SECTION 9: Vacation Scheduling. In order to ensure distribution of vacation time, it is agreed that the following procedure will be used:

1. The Vacation selection process will start with the most senior Employee and work through the seniority list with each Employee selecting 50% of their vacation time off prior to moving down the list.
2. It is agreed that Employees will be restricted from selecting a day that has already been allocated to another Employee when cancellations occur.
3. Employees will be restricted from trading scheduled vacation days to ensure strict accordance to Seniority.

SECTION 10: Vacation Time shall be paid to the Employees at the Employees respective pay rate earned.

SECTION 11: The Company will schedule one (1) person off per shift on vacation.

SECTION 12: When staffing permits, the Company will endeavor to approve additional vacation requests

ARTICLE 22 HOLIDAYS

SECTION 1: During the term of the Agreement, the following Holidays will be recognized:

New Year's Day
Memorial Day
Martin Luther King Jr.
Columbus Day
Thanksgiving Day

Presidents Day
Independence Day
Labor Day
Veterans Day
Christmas Day (December 25th)

When any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the same day as observed by the Government. Any holiday declared by Presidential Proclamation, that specifically includes contractors and the services they provide, and is funded by the government, will be observed as specified in the proclamation.

SECTION 2: When the regular and normally scheduled workday of an Employee falls within holiday hours, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday up to 8 hours. A holiday is deemed to begin at 0001 hours through 2400 hours on the date designated for the holiday. Employee's scheduled to work on one of the designated Holidays shall receive one and one-half times their regular hourly rate plus 8 hours' holiday pay.

SECTION 3: In order for an Employee to qualify for a paid holiday, the Employee must have worked his/her regularly scheduled work-day immediately preceding the holiday and the Employee's regularly scheduled work-day immediately following the holiday.

SECTION 4: An Employee eligible to receive holiday pay that is scheduled to work on a holiday and who after being scheduled, refuses or fails to report to work, shall not receive holiday pay and shall be subject to disciplinary action as applicable.

SECTION 5: In the event that one of the holidays occurs during the Employee's paid time off, the Employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

SECTION 6: An eligible part-time Employee who is not required to work on a holiday shall be paid a proration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2. All eligible part time Employee assigned to work on a holiday will receive his or her straight time wage for all hours worked plus a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2.

SECTION 7: Hours which an Employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime.

ARTICLE 23 PAID TIME OFF

SECTION 1: Effective February 1, 2016.

1. All non-probationary Employees, for every 8 hours of work, will earn .22 hours of sick leave, up to a maximum of 56 hours.
2. Employees taking personal sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures if the time off was not authorized in advance. Sick leave will not roll over, but may be cashed out.
3. Employees shall be compensated for personal/sick days at their straight-time rate of pay in effect at the time the personal/sick leave is taken. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. The Company may require that Employees taking leave under this Article shall not take it less than eight (8) hour increments.
4. An Employee will receive at the end of the calendar year a dollar amount equal to 100% of unused Sick/Personal time. If an Employee retires or becomes separated from the Company prior to the end of the fiscal year, that Employee shall be entitled to receive a dollar amount equal to 100% of accrued unused Sick/Personal time. Upon the death of an Employee, the Employee's estate is eligible to receive a dollar amount equal to 100% of unused Sick/Personal time.

SECTION 2:

1. Sick leave shall be granted to an Employee under the following conditions.
2. When an Employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
3. When the spouse or domestic partner, child or parent of either Employee or his/her spouse or domestic partner or a relative living in the immediate household of an Employee, is seriously ill or needs to attend appointments with health care professionals;
4. To keep appointments with health care professionals. The Employee will make every effort to provide at least five working days' notice of such appointment.
5. The Company may require that an Employee, wishing to return to work after an

absence of more than three (3) consecutive working days because of illness or injury, be examined by a physician designated by the Company and/or by a physician of the Employee's choosing. If the Company requires the Employee to be examined by a physician, the Company shall assume the cost of such examinations. The results of such examination(s) must attest to the fitness of such Employee to return to his/her regularly assigned duties.

6. Sick/Personal leave must be charged in units of four (4) hours.

7. Employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service.

8. Notification of absences under this Article must be given to the designated representative of the Company at least six (6) hours prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the Company, be applied to absence without pay. In extraordinary circumstances beyond the control of the Employee, the above notification period may be waived.

9. Sick/Personal leave credits earned by an Employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period.

ARTICLE 24 LEAVE OF ABSENCE

SECTION 1: A leave-of-absence without pay, for reasonable cause, as determined by the Company, may be granted for a period of up to thirty (30) days, with written approval to the Employee's Supervisor submitted at least thirty (30) days in advance of expected date of the leave of absence, providing the Employee can be spared from his regularly assigned job duties without undue strain on Company personnel or resources.

SECTION 2: Such leave-of-absences may be extended for good cause upon written approval of the Company. Employees who are away for a period longer than the term of their leave of absence shall be considered to have voluntarily terminated their employment with the Company.

SECTION 3: Employees shall not receive Holiday pay for any Holiday, which falls during the period they are on leave without pay. Employees on leave of absence without pay, which extends beyond thirty (30) calendar days, shall not receive any accruals or benefits for the period of time that they are out on leave.

ARTICLE 25 USERRA AND FMLA

SECTION 1 –Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et

seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an Employee may elect to use any accrued vacation in lieu of unpaid military leave.

SECTION 2 – Family and Medical Leave.

- A. **Leave Entitlement.** An Employee who has been employed by the Company for 12 months and who completed 1,250 hours of work during the 12-month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act ("FMLA") in accordance with their provisions and the related policies set forth in the Employee Handbook. Employees must use any available paid leave concurrently with FMLA. The parties hereby acknowledge and agree that the terms of this collective bargaining agreement do not and cannot diminish an Employee's rights under or conflict with the protections of the FMLA.
- B. **Year for Purposes of Determining Leave Entitlement.** For purposes of determining an Employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- C. **Notice of Need for Leave.** When the need for FMLA leave is foreseeable, an Employee will provide thirty (30) day advance notice of the need for leave. When the need for leave is not foreseeable, an Employee must give notice as soon as practical, but not necessarily 30 days in advance of the need for leave.
- D. **Information.** Upon request, the Company shall supply the Union with a list of Employees who are currently on FMLA leave and/or whose application for such leave is pending.

ARTICLE 26 FUNERAL/BEREAVEMENT LEAVE

SECTION 1: The Company will grant regular Employees leave up to three (3) calendar days between the death and the burial / memorial service of an immediate family member. Bereavement pay will not be used for the purposes of computing overtime and will be paid at the Employee's straight-time pay rate at the time the leave was taken.

SECTION 2: Immediate family is defined as Mother, Father, Mother-in-Law, Father-in-Law, Sibling, Brother-in-Law, and Sister in Law, Grandparents, Legal Guardian, Husband, Wife, Daughter, Son, or Grandchildren.

SECTION 3: The leave of absence must be taken during the period of time between the date of death and the day following the burial or other memorial service. These three (3) are to be taken consecutively within a reasonable time of the day of the death or day of the

funeral, and may not be split or postponed without prior approval from the Corporate Office.

SECTION 4: In order to receive bereavement, leave pay, a death notice or other satisfactory proof of death must be submitted to the Company. The Employee must also furnish satisfactory proof of the Employee's relationship with the deceased. The Employee must notify and advise his/her immediate Supervisor that he/she will be unable to attend work because of the death as soon as possible.

SECTION 5: A day's pay shall be defined as eight (8) hours of pay at the Employee's straight-time rate of pay.

ARTICLE 27 JURY DUTY

SECTION 1: An Employee who has completed his or her probationary period and who is requested to serve jury duty shall be compensated by the company in the amount of the difference between his or her regular days' pay less the amount received in juror's fees for up to a maximum of two (2) weeks. No court leave shall be granted when the Employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

SECTION 2: Whenever an Employee is temporarily excused from jury duty by the court on his or her scheduled workday, he or she shall promptly advise their supervisor and stand ready to report for work if requested by the Company.

SECTION 3: The receipt of a subpoena and/or the notice to report for jury duty must be immediately submitted to the appropriate supervisor and the Company may request that the Employee be excused or exempted from such jury duty if, in the opinion of the company, the Employee's services are essential at the time of the proposed jury duty.

ARTICLE 28 WAGES

Current:

VK Lieutenant \$19.88
VK Sergeant: \$19.20
VK Guard II: \$18.52
VK New Hires: \$14.00

8 2/15 The Company agrees to pay the Employees in accordance with the following for the life of this Agreement.

Classification	Effective February 1, 2016	Effective February 1, 2017	Effective February 1, 2018
Lieutenant	\$20.38	\$20.73	\$21.10
Sergeant	\$19.68	\$20.02	\$20.37
Guard II	\$18.98	\$19.32	\$19.65
New Hire	\$14.35	\$14.60	\$14.86

In the event the Employees become armed, each of their applicable rates will be increased by \$2.90 p/hr.

In the event the federal government increases the wage determination rate to a rate higher than the current wage determination rates, the wages in this Agreement will be adjusted to reflect the new wage rates provided it is higher than wage rates in this Agreement. Once approved and funded by the Government, the Company will reimburse the affected Employees for the applicable period for their adjusted wages.

This Article and Article 29 may be reopened and bargained over during the term of this Agreement.

ARTICLE 29 HEALTH AND WELFARE BENEFITS

Funding. For all hours worked, inclusive of training, holidays, vacation and PTO, but excluding overtime, not to exceed forty (40) hours in any one (1) week, the Company agrees to make Health and Welfare contributions to the Company's Qualified Benefit Plan. If the Employee already has a health insurance plan, then the H&W contribution will go into the Company's qualified 401(k) plan, or paid to the Employee in cash.

In the case of the employee waiving the Company provided health coverage, the Employee must demonstrate active participation in another bona-fide group medical coverage once per year. This shall be done by providing a letter from the Insurer on Insurance Company letterhead to confirm an active policy for the Employee.

In the case the Employee lapses or changes coverage, the Employee must notify the Company of the change and provide the above proof of coverage for the new policy within thirty (3) days, if possible.

Current: \$3.85

Effective February 1, 2016	Effective February 1, 2017	Effective February 1, 2018
\$4.40	\$4.60	\$4.85

In the event the federal government increases the health and welfare rate to a rate higher than the rates in this Agreement, the company will request a wage adjustment of the increase. Once approved and funded by the Government, the Company will reimburse the affected employees for the applicable period.

Upon ratification the Company will immediately request a retroactive adjustment of the HW to \$4.27 p/hr. and pay the same to the officers for all hours paid since February 1, 2015. Once approved and funded by the Government, the Company will reimburse the affected employees for the applicable period.

ARTICLE 30 VOLUNTARY QUILTS

An Employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the Employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

1. An Employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
2. The Employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
3. The Employee fails to report to work within forty-eight (48) hours after the expiration of an approved leave period without contacting the Company and providing verifiable evidence of their inability to return as scheduled.
4. The Employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 31 DRUG AND ALCOHOL

SECTION 1: Drug & Alcohol Use. The Company and the Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected Employee, his/her co-workers and the public. An Employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the Employees, the parties expect Employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the start of Employee's shift. The parties recognize that an Employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment. Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an Employee to immediate termination pursuant to the terms of this Agreement.

SECTION 2: Use of Prescription & Other OTC Drugs. Any Employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the Employee is fit to perform the duties of the job.

ARTICLE 32- EMPLOYEE INFORMATION

The Company shall exercise the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care, to prevent disclosure of Employee Confidential Information to any unauthorized user. Employee Confidential Information includes medical, personal identifying, financial and performance information, and information that the Employee requests in writing, without objection, to be kept confidential. Company shall immediately notify Employee as soon as it learns or reasonably suspects that the security, confidentiality, or integrity of Employee's confidential information has been breached, or that there has been an unauthorized use or disclosure of it, and shall promptly take all reasonable actions to prevent and remedy any breach, injury or disclosure that occurs.

ARTICLE 33 ARREST AGREEMENT – ADVERSE INFORMATION REPORTING

DFW is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, Employees will comply with the provisions of DFWs' Arrest Agreement. Employees are required to notify their Site Commander/Project Manager within twenty-four hours of an arrest.

ARTICLE 34 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 under this Agreement, or otherwise complying with its obligations to do so under this Agreement. The Company hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any act of any Trustee administering the Pension Fund or Health & Welfare Fund (to the extent there is one) and/or and other Fund the Company may be required to pay into under the terms of this Agreement, or any agent of said Trustees; and none of the same shall have the authority to bind the Company to any contract. The Company's sole obligation under this Agreement shall be to make the payments in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Company.

ARTICLE 35 MISCELLANEOUS

SECTION 1 Duration. This Agreement shall be in effect from February 1, 2016 through and including January 31, 2019 and then shall automatically renew itself from year to year thereafter only unless the Company or the Union gives written notice to the other party no less than sixty (60) but not more than ninety (90) days prior to January 31, 2019 or no less than sixty (60) but no more than ninety (90) days prior to January 31st of any subsequent year thereafter of its desire to terminate this Agreement. During the term of this

Agreement, there shall be no reopening to consider wages, hours, or other terms of employment except by written mutual agreement and as otherwise provided in this Agreement.

SECTION 2. Separability. In the event that any provision of this Agreement (including attachments hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree (including without limitation, non-approval as a wage determination by the United States Department of Labor), the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 3. Waiver of Bargaining Rights and Amendments to Agreement. The parties acknowledge that, during the negotiation, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth elsewhere in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discuss between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section, the waiver of the right to “bargain collectively” includes the waiver of the right to require the other party to negotiate.

SECTION 4. Integration. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to sign this Agreement in full acknowledgement of their intention to be bound by the Agreement this 22nd day of January, 2016.

UNITED SECURITY FORCES
OF AMERICA, INTERNATIONAL
UNION

By: 

Its: Exec Director

BOUTCHANTHARAJ CORPORATION, dba DFW
SECURITY PROTECTIVE FORCES

By: 

Its: Controller

UNITED SECURITY FORCES
OF AMERICA, LOCAL NO. 12

By: 

Its: Atty. Local Pres.