

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-2005-2729
Revision No.: 8
Date Of Last Revision: 1/19/2018

State: Pennsylvania

Area: Allegheny

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 United S, 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).

Agreement

By and Between

DFW Security Protective Force

and

The United Government Security Officers of America
International Union

and its

Local 09

Effective – January 20, 2016 – January 31, 2019

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ARTICLE 1

PREAMBLE

THIS AGREEMENT has been entered into on **January 20, 2016** between DFW Security Protective Force (DFW) hereinafter referred to as the "Company", and The United Government Security Officers of America International Union (UGSOA) and its Local 09, hereinafter collectively referred to as the "Union".

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 – Pittsburgh, PA 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.

No changes, modifications, additions or other agreements will take effect until and unless a specific written addendum or side-letter is signed by all parties and attached permanently to this document. All matters within the scope of bargaining have been negotiated and agreed upon in this document. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Company and the Union.

ARTICLE 2

UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for all full-time and 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 Department of Energy's

626 Cochran's Mill Road, Pittsburgh, PA. Facility; excluding all office, clerical, professional employees, and Supervisors as defined in the Act, and all other employees, (**Case 06-RC-141498**).

ARTICLE 3

UNION SECURITY

It is mutually agreed that as a condition of employment, all employees covered by this Agreement shall become members of the Union after the 30th day following the actual beginning of such employment, or the effective date of this Agreement, whichever is the later; and that thereafter as a requisite of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union.

The Union agrees to accept as a member upon application and without discrimination any new employee who may be hired by the Company for employment within the bargaining unit.

ARTICLE 4

DUES CHECK-OFF AND AUTHORIZATION FORM

SECTION 1: The Check-off Authorization Card is to be executed and furnished to the Company by the Union and the employees shall be the official Union AUTHORIZATION FOR CHECK-OFF OF DUES.

SECTION 2: All sums collected in accordance with such signed authorization cards shall be remitted by the Company 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. 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 90 (ninety) 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 Employer's compliance with the Union membership or check off' Articles for amounts deducted from wages as herein provided.

SECTION 5: 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.

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.

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 herein. 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 Employer's place or places of business.

SECTION 2: The Company shall not cause, permit or engage in the lock-out of Employees.

SECTION 3: 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 4: 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 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 statute, 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 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 Employer 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 increase Security levels as needed and avoid overtime; 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 Employer may have its supervisors or managers perform Bargaining Unit work in accordance with Article 12 of this Agreement. The Employer explicitly retains any and all rights that are not covered by this Agreement.

SECTION 2: 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, the Company.

SECTION 4: 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, prior to implementation when practical.

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 thirty-two (32) hours per week (based on an annual averaging of worked hours) are considered part-time employees. Those employees who work thirty-two (32) hours per week or greater, are considered full-time employees.

SECTION 2: Workweek. 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 0700 and ends on Monday at 0659. 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 shall be paid for at the rate of time and one-half (1.5) 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 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 least senior qualified employee with the least amount of overtime hours worked within the classification.

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. Shifts will be bid

based on seniority, with consideration being made in regards to rank (ie. Lieutenant, Sergeant, officer), with the most senior of each rank bidding first for their respective available shifts.

SECTION 6: Employees shall be permitted to switch shifts upon mutual agreement if such written requests are approved by the Site Supervisor 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: Call in Pay. 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. If overtime is unavoidable, than call-ins will be offered by highest seniority on down, regardless of full or part time status.

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: An Employee shall be considered a probationary employee for their first ninety (90) days starting with their first day earning wages from the Company.

SECTION 3: 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 4: Part-time employees shall be promoted to full-time status based on their site seniority.

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

SECTION 6: 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 times 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. The Union's business representative shall not engage in any activities, which interfere with the work of any employee covered by this Agreement. 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. Any meetings can only take place in non-work areas, during non-work time. There shall be no Union business and solicitation on behalf of the Union during an employee's working time except in accordance with the grievance/arbitration procedures or when pre-approved by the Company.

SECTION 2: The Company shall permit the Union or alternate 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 3: Upon request of the Union to the Company, the Company will, on reasonable notice, and so far as the needs of its business permit, allow up to two (2) 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 4: The Company agrees to permit the Union to use designated Company bulletin boards for posting notices dealing with official union business. Postings shall be restricted to A) Notices of Union recreational and social affairs, B) Notices of Union elections, C) Notices of Union appointments and results of Union elections, D) Notices of Union meetings, or E) Other notices concerning Union affairs, which are not political or controversial in nature. The Union acknowledges that it is a Government facility and permission may need to be granted by the Government for use in their buildings outside of the Company's control.

SECTION 5: The union shall have the right to speak to the new hires the first week of orientation or training period and the Company will facilitate the Union by allowing time to speak for at least thirty (30) minutes.

ARTICLE 10 CLOTHING AND EQUIPMENT

SECTION 1: 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 in accordance with the Statement of Work. Employees will inspect uniforms and equipment regularly. All clothing and equipment will be maintained and in good repair.

SECTION 2: Excessively worn, torn or damaged clothing or equipment will be reported to a Security Supervisor for replacement. The condition of uniforms and equipment can be assessed and determined by Security Supervisors, and replacements required at their discretion. Wear due to negligence or damage deemed intentional will result in the employee being responsible for all costs associated with replacement or repair.

SECTION 3: 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 Company prior to wearing.

SECTION 4: All uniforms and equipment shall be returned to the Company within fifteen (15) business days from employee's termination. The Company is to withhold three hundred and fifty dollars (\$350.00) if uniforms and equipment are not returned within that timeframe.

ARTICLE 11 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 as outlined in any site policies.

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 and agrees to notify the Union a minimum of five (5) days prior to their implementation, when possible.

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 not returned to work by the decision of the Occupation Health Unit (OHU) or being transported via ambulance because of being 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.

ARTICLE 12 BARGAINING UNIT WORK

Supervisors, management and other non-bargaining unit members, excluding probationary members, shall not perform bargaining unit work except in the event of training, emergencies, or if sufficient qualified bargaining unit employees are not available to perform the work.

ARTICLE 13 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 and benefit time owed 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 four (4) days of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE 14 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 President 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 four (4) days 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 (see Article 19 Section 2.2).

SECTION 4: Seniority shall not accrue until an employee has completed their ninety (90) day probationary period. At which time, the Officers seniority shall revert back to date of hire.

SECTION 5: Should an employee request a change in schedule, 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 15

GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1: For the purpose of this Agreement, the word "grievance" means any dispute between the Company and the Union, or between the Company and any employee as to the meaning, application, or interpretation of the terms of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. Probationary employees shall not have any rights under the grievance procedure.

SECTION 2: In order to be processed, all grievances must be presented at the first step within fifteen (15) business days after the date of the occurrence-giving rise to the grievance. In the case of discharge, suspension or layoff the grievance shall be commenced at Step 2 of this procedure, and the written grievance shall be presented to the Site Commander or his/her designee within ten (10) business days after the date giving rise to the grievance.

SECTION 3:

Step 1: The grievance shall be present to the Site Captain, no later than fifteen (15) business days from the occurrence giving rise to the grievance, be reduced to writing on a Union grievance form setting forth the facts in detail, and specifying the Article and Section/Paragraph allegedly violated, and signed by the Union. The grievant, a Union representative (if requested by the grievant) and the Company's representative (or his/her designee) shall meet to discuss the grievance within five (5) business days. The Company representative shall give a written decision to the grievant and to the Union within ten (10) business days after receipt of the grievance.

Step 2: If the grievance is not resolved at Step 1, the Union will notify the Company within ten (10) business days after receipt of the Step 1 written decision. The Union and the Company's Project Manager or designated personnel will meet or conference call within ten (10) business days after notification. The Project Manager (or his/her designee) will meet with the grievant, the Union representative, and the charging supervisor to discuss the grievance. The Company's Project Manager (or his/her designee) shall give a written decision to the grievant and to the Union within ten (10) business days after the conference call/meeting.

SECTION 4: If the grievance is not resolved in Step 2, it will be reviewed by the UGSOA International Union President or his/her designee and the Company's Contract Manager (or his/her designee who shall not have previously considered the grievance at Step 1 or Step 2) within fifteen (15) business days of the Step 2 denial. A meeting or telephonic review between the above referenced parties may be held by mutual agreement.

SECTION 5: In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union, in writing.

ARBITRATION PROCEDURE

SECTION 6: Grievances which have been processed in accordance with the requirements of Article 15 Grievance Procedure and which remain unsettled may be processed to arbitration in accordance with the following procedures and limitations.

SECTION 7: The Union, within ten (10) business days after the rejection of the grievance by the Company's Contract Manager or his/her designee, will in writing, notify the Company's Contract Manager or his/her designee of its intent to invoke arbitration; and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal

Mediation and Conciliation Service to supply a list of seven (7) arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) business days after the failure of the parties to agree upon an arbitrator. An arbitrator will be selected from the list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

SECTION 8: The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross-examine the witness or witnesses of the other party.

SECTION 9: The decision of the arbitrator shall be submitted, in writing, and shall be final and binding on all parties to this Agreement. Unless written authority is given, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by the parties.

SECTION 10: The arbitrator's authority shall be limited to finding a direct violation of the express purpose of this Agreement's provision or provisions in question rather than an implied or indirect purpose. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement.

SECTION 11: Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the Union, in strict accordance with the procedure and time limitations set forth above. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union, in writing.

ARTICLE 16 NON-DISCRIMINATION

The Company and the Union agree that they shall each comply with all federal, state, and local (where applicable) laws and neither the Company nor the Union shall discriminate against, or in favor of, any employee on the basis of race, color, national origin, religion, sex, age, non-job-related disability, or veteran's status, as required by law.

ARTICLE 17 VACATION

SECTION 1: Employees shall be entitled to paid vacation in accordance with the following schedule. Part-time employees shall be entitled to pro-rated vacation hours based on years of service and the number of hours actually worked in the previous year.

Service Completed	Vacation Earned
After 1 Year	2 Weeks (80 hours)
After 5 Years	3 Weeks (120 hours)

After 10 Years	4 Weeks (160 hours)
After 15 Years	5 Weeks (200 hours)
After 25 Years	6 Weeks (240 hours)

SECTION 2: 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. There shall be no carry-over of vacation from year to year. In the event any employee will lose his or her vested unused vacation time under the no carry-over rule, the employee will receive pay at their normal base hourly rate in lieu of the vested unused vacation. Employees may cash-out any unused vacation at any time during the year. 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 3: 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 4: Length of service shall be consistent with seniority and measured from time of employment at the site. This includes all service with the present Company and predecessor Companies in the performance of similar work at the U.S. Department of Energy National Energy Technology Laboratory, Pittsburgh, Pennsylvania.

SECTION 5: 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. Changes in vacation schedule must be approved and submitted to the Company for approval two (2) weeks prior to the scheduled vacation.
3. It is agreed that employees will be restricted from selecting a day that has already been allocated to another employee on the same shift, when cancellations occur.
4. In the event that a vacation cancellation occurs, the Company agrees to post the canceled days so other employees can bid them. Days will be assigned on a first come first serve basis.

5. Employees will be restricted from trading scheduled vacation days to ensure strict accordance to Seniority.
6. Finalized Vacation schedules will be posted for review.

SECTION 7: The Company will schedule one (1) personnel off per shift on vacation.

SECTION 8: When staffing permits, the Company will endeavor to approve additional vacation requests.

ARTICLE 18 HOLIDAYS

SECTION 1: During the term of this Agreement, the following ten (10) holidays will be recognized on their actual date, not observed date:

New Year's	Presidents Day
Memorial Day	Independence Day
Martin Luther King Jr.	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day (December 25th)

SECTION 2: 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 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, unless the employee is off for approved leave.

SECTION 4: Employees who work on a Holiday shall receive time and one half (1 ½) hours of pay, at the employee's respective pay rate, for all hours of work, in addition to the eight (8) hours Holiday pay.

SECTION 5: Full-time employees who are not scheduled to work on the Holiday will be paid eight (8) hours of pay at the employee's respective pay rate.

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.

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 19

PERSONAL DAYS/ SICK DAYS

SECTION 1:

1. All employees will earn 0.032 hours of sick/personal time for every one (1) hour paid, to a maximum of fifty-six (56) hours per year.
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. Accrued but unused sick/personal time shall be paid to the employee in the pay period following the employee's anniversary date or they may choose to carry a maximum of twenty-four (24) hours over to the following year.
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. The Company may require that employees taking leave under this Article, not take it in less than four (4) hour increments.
4. If an Employee retires or becomes separated from the Company prior to the end of their anniversary 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.
 - a. When an Employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
 - b. 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 ;
 - c. To keep appointments with health care professionals. The Employee will make every effort to provide at least five (5) working days' notice of such appointment.
2. 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.

3. Notification of absences under this Article must be given to the designated representative of the Company at least two (2) hours prior to the beginning of the scheduled tour of duty. In extraordinary circumstances beyond the control of the Employee, the above notification period may be waived.
4. 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 of previous absence.

ARTICLE 20 LEAVE OF ABSENCE

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, if possible, 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.

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.

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 21 FUNERAL/BEREAVEMENT LEAVE

SECTION 1: The Company will grant 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. Bereavement leave is to be

taken in consecutive days of the death or day of the funeral and may not be split or postponed without prior approval from the Company.

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 and bereavement pay will not be used for the purposes of computing overtime.

ARTICLE 22

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 ten (10) days.

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.

SECTION 4: 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.

ARTICLE 23

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 or at the 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, 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 direction will not be subject to progressive discipline.

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 ten (10) business days of the dismissal, in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure (Article 15) commencing with Step 2, as provided in this Agreement.

The Company's policy and procedures will be consistent with the DOE/NETL on disciplinary action.

SECTION 2: All reprimands and discharge notices shall be in writing. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the shop steward. Each reprimand shall be canceled after twelve (12) months.

SECTION 3: Subject to the foregoing, discipline shall be applied in accordance with "Acceptable and Unacceptable Conduct" following the progressive discipline process:

1. Minor Offense.
 - a. With respect to a first offense, the employee will be given a documented verbal warning.
 - b. With respect to a second offense within twelve (12) months, the employee will be given a written warning.
 - c. With respect to a third offense within twelve (12) months, the employee may be subject to discipline up to suspension without pay for a period of one (1) to three (3) days off the schedule.
 - d. 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 Employer.
 - e. Disciplinary action will be escalated to the next level for offenses occurring within a twelve (12) month period of time. If no further offenses occur during a period of twelve (12) months, any future disciplinary action will begin at the first level which is a documented warning.
 - f. Discipline and/or discharge action taken in responses to egregious 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.
2. Major Offense. Up to Immediate Discharge. Infractions included, but not limited to, include theft, drug/alcohol violation, inattentiveness and willful DOE/NETL policy violations.

SECTION 4: 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 Article 15 of this Agreement.

ARTICLE 24 WAGES

Current:

Lieutenant: \$20.53
Sergeant: \$19.76
Guard II: \$18.77
New Hires: \$14.00

The Company agrees to pay the employees in accordance with the following for the life of this Agreement. The parties agree that the below wages are a minimum and a wage re-opener may be elected by the Union, approximately sixty (60) days prior to the effective date of the wage adjustment period.

	Effective February 1, 2016	Effective February 1, 2017	Effective February 1, 2018
Lieutenant	\$21.04 (2.50%)	\$21.41 (1.75%)	\$21.79 (1.75%)
Sergeant	\$20.25 (2.50%)	\$20.61 (1.75%)	\$20.97 (1.75%)
Guard II	\$19.24 (2.50%)	\$19.58 (1.75%)	\$19.92 (1.75%)
New Hire	\$14.35 (2.50%)	\$14.60 (1.75%)	\$14.86 (1.75%)

All bargaining unit employees who work any hours between 1500 and 0700 shall receive a \$0.50 premium for hours worked between those times.

All training time will be paid at the normal hourly rate and will be used in the calculation of overtime, if applicable.

ARTICLE 25 HEALTH AND WELFARE BENEFITS

SECTION 1: For the purpose of purchasing benefits, the Company shall contribute to the Employee the Health and Welfare amount specified below, per hour for all hours paid, not to exceed forty (40) hours in any one week to each and every Employee covered by this Agreement (not to exceed 2080 hours annually).

The Company will request a rate adjustment of the following, in consideration of the extended negotiations that resulted in this CBA. Once funded by the Government, the Company will reimburse the affected employees.

“The Company is submitting a request for equitable adjustment for the Health & Welfare (H&W) rate for the period of 02/01/15 to 01/31/16. The requested adjustment effective 2/1/2015 to 06/29/15 from \$3.83 to \$4.02, in accordance with the Department of Labor (DOL) minimum Health and Welfare Fringe Benefits rate during that period and from \$4.02 to \$4.27 from 06/30/15 to 01/31/16, in accordance with the DOL minimum Health and Welfare Fringe Benefits rate effective during that period.”

For the duration of this CBA, the Company agrees to re-open the Health and Welfare rate sixty (60) to ninety (90) days prior to the renewal of the Company’s contract if the DOL minimum Health and Welfare Fringe Benefits rate increases above the below table.

The request will be as follows: “The Company is submitting a request for equitable adjustment for the Health & Welfare (H&W) rate for the period of XX/XX/XX to XX/XX/XX. The requested adjustment effective XX/XX/XX to XX/XX/XX from \$X.XX to \$X.XX, in accordance with the Department of Labor (DOL) minimum Health and Welfare Fringe Benefits rate effective during that period.” Once approved and funded by the Government, the Company will reimburse the affected employees for the applicable period.

Effective February 1, 2016	Effective February 1, 2017	Effective February 1, 2018
\$4.39	\$4.53	\$4.67

SECTION 2: Employees must choose one of the following options each year during the open enrolment timeframe. The Company must notify the Union prior to any plan or requirement changes thirty (30) days prior to any such changes, when possible.

Option #1: The Employee chooses and enrolls in one of the Company offered health plans. Any residual Health and Welfare funds not used to purchase benefits shall be paid in cash in the Employee’s paycheck. If the Employee elects benefit levels that exceed the total Health and Welfare funds earned, the excess cost will be paid by the Employee in the form of a payroll deduction.

Option #2: The Employee chooses to waive all or part of the Company offered benefits and receive cash-in-lieu-of.

SECTION 3: In the case of the Employee waiving the Company provided health coverage (Option 2), the Employee must demonstrate active participation in another bona-fide group medical coverage once per year (during the open enrolment period or otherwise specified by the government). 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 (30) days, if possible.

ARTICLE 26 GENERAL

SECTION 1: DRUG & ALCOHOL

1. The Company will enforce its drug and alcohol policy that may require for pre-employment testing as well as testing during employment. The employee consent to and compliance with such policy as a condition for employment. Continued employment is based on the successful passing of drug tests.
2. The Company and the Union 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 eight (8) 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.
3. 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, if requested.

SECTION 2: ARREST AGREEMENT – The Company 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 (24) hours of an arrest.

SECTION 3: GOVERNMENT REQUIREMENTS

1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the written directives of the Government. The client may supersede any understanding regarding

post assignments, hours, shifts, credentials, qualifications, or any other Government directive not mentioned herein.

2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures, (e.g., security clearances, medical, examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, and drug testing), or with the requirements of the Service Contract Act, the Company will be permitted to adhere to those requirements without recourse from the Union or any employee against the Company. However, it is agreed that the Company and the Union will meet and bargain over the impacts and effects of any such change.
3. The Company agrees to provide the Union with a copy of such Government Directives upon request.
4. The Union agrees to cooperate with the Company in all matters required by the United States Government in writing, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities, which the United States Government may exercise. The Union agrees that any actions taken by the Company 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 the United States Government requires immediate change. If the Government directs 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, upon separation of employment. The Company will, however, meet and confer with the Union concerning the effects of any such change. Should an appeal of any such government directive be successful, the Company agrees to reinstate the affected employee without loss of seniority or benefits.
5. 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.

ARTICLE 27

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, except due to no fault of the Officer (canceled classes, acts of God, disability, etc).
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 four (4) days of receiving a notice of recall (see Article 13 Section 3).

ARTICLE 28

SEPARABILITY AND SAVINGS

If any Article or section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereof, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of or compliance with has been restrained as above set forth, the Company and the Union agree to enter into collective bargaining negotiations, upon the request of the Union or the Company, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, either Party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 29

DURATION

This Agreement becomes effective **January 20, 2016** and shall continue in full force and effect until Midnight **January 31, 2019** and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than one-hundred-eighty (180), immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement. However, in the event the Company shall cease to operate security at the facility, this contract will continue in full force and effect until it is modified or changed by the successor parties.

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 representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement:

For: DFW Security Protective Force

For: UGSOA International Union

Signature [Handwritten Signature] Date 01/21/16
Title Controller

Signature [Handwritten Signature] Date 1/21/16
Title UGSOA EAST COAST DIRECTOR

For: DFW Security Protective Force

For: UGSOA Local 9

Signature _____ Date _____
Title _____

Signature _____ Date _____
Title _____

For: UGSOA Local 9

Signature _____ Date _____
Title _____