AGREEMENT

by and between

FJC Security Services, Inc.

and

INTERNATIONAL GUARD UNION OF AMERICA (IGUA)

Local 155

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PREAMBLE

THIS AGREEMENT is made and entered into on _____, 2018 by and between FJC Security Services, Inc. (hereinafter referred to as the "Company") and the International Guard Union of America (IGUA) Local 155 (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement shall be deemed effective as of the effective date of this agreement.

ARTICLE 1: RECOGNITION

SECTION 1.1 – Recognition of Union. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of "employees" as defined in Section 1.2 of this Agreement.

SECTION 1.2 – Employees. Whenever used in this Agreement, the term "employees" shall mean all security officers covered under the National Labor Relations Board Certification, and includes protective security officers assigned under that certain contract between the Company and the Federal Protective Service (Contract HSHQE4-17-D-00003) in the Tennessee cities of Memphis, and Jackson and surrounding areas, or its successor(s), excluding temporary personnel as defined in Section 1.4 of this Agreement, irregular part-time personnel as defined in Section 1.6 of this Agreement, office clericals, managerial personnel, confidential personnel, supervisors 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 section 1.2. Salaried employees shall not perform the work of the employees covered by this Agreement unless there are exigent circumstances.

SECTION 1.3 – Probationary Employees. All employees newly hired or rehired shall be classified as probationary employees for a period of ninety (90) calendar days from the date of hire or rehire. During the probationary period, the employment relationship between the Company and the probationary employee shall be at-will and the probationary employee may be subject to discipline or discharge at the discretion of the Company without regard to the provisions of Article 14 of this Agreement.

SECTION 1.4 – Temporary Personnel. "Temporary personnel" are persons hired by the Company for a period not to exceed ninety (90) calendar days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of one hundred and twenty (120) calendar days in a calendar year, except by the mutual agreement of the Company and the Union. The Company, under its contract with the DHS/FPS or other applicable government agency, may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with part-time employees.

SECTION 1.5 – Part-time Personnel. The Company, under its contract with the DHS/FPS or other applicable government agency, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time

employee may be scheduled to work more than a part-time schedule.

SECTION 1.6 – Irregular Part-time Personnel. "Irregular part-time personnel" are persons employed by the Company who work less than ten (10) hours per calendar month. The Company, under its contract with the DHS/FPS or other applicable government agency, may provide hire and use irregular part-time personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime.

SECTION 1.7 – Successors. This Agreement shall be binding upon the parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, early termination of contract, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

ARTICLE 2: UNION SECURITY

SECTION 2.1 – Union Membership.

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

B. An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of this Agreement.

C. Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

D. In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

E. Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an

enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

SECTION 2.2 – Dues Check Off.

A. Checkoff Authorization. The Company, upon receipt by the Company of a checkoff authorization in a form agreed to by the Union and the Company, agrees to deduct Union membership dues, initiation fees, service fees and lawful assessments, as designated by the Union, from the earned wages of each employee who has executed a checkoff authorization, provided that such sufficient earnings remain to cover such deduction after deduction for taxes, insurance premiums, and other deductions required by law or the Company have been made. The Company shall make such deductions in the first pay period in a given month and shall remit the total amounts deducted during each month to the Union Secretary/Treasurer by the fifteenth (15th) of the month following the month in which such deductions occur together with a report listing the amount deducted by employee.

B. Schedule of Dues and Fees. The Union agrees that it will promptly furnish to the Company a written schedule of the Union dues and initiation fees. The Union further agrees to promptly notify the Company in writing of any changes to these amounts.

C. Collection of Dues. No deduction of Union dues shall be made from the wages of any employee who has executed an authorization and who has been transferred to a job not covered under this Agreement as defined by Section 1.2. Collections of any back Union dues owed at the time of starting deductions for any employee, and collection of Union dues missed because the employee's wages 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. 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. Union dues deduction cards shall be submitted the first week of every month and payment will be deducted 30 days after the submittal.

D. Indemnification. The Union accepts full responsibility for the authenticity of each authorization submitted by it to the Company, and any authorization that is 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 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. The Union further agrees to indemnify and hold harmless the Company from any and all costs, expenses (including but not limited to, reasonable attorney's fees), judgments, liabilities, tax liabilities, or penalties, interest, claims, payments of moneys, demands, losses, damages, and penalties, that the Company may sustain, incur or be required to pay as a consequence of, for or by reason of, resulting from, arising out of, or relating solely to any portion of any claim by an employee for the wrongful withholding of

wages under this Agreement.

ARTICLE 3: UNION RIGHTS

SECTION 3.1 – Stewards.

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. Within ten (10) 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 five (5) business days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 14.6 of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

   Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may be conducted during working time, in exceptional cases, where agreed upon by the Company, but neither the Steward nor the employee shall depart from their normal job assignment without obtaining permission from their immediate supervisor and disclosing the reason for such departure. The Parties agree that such permission shall not be unreasonably withheld, based upon operational and security needs and provided that appropriate relief can be obtained. Provided that, it is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 14.6 of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

SECTION 3.2 – Union Postings. The Company will request permission from the DHS/FPS for the Union to use bulletin boards, or other methods of communication (including union bulletin books at duty locations), to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the DHS/FPS. All Union notices posted shall be signed by an officer of the Union or Chief Shop Steward. Copies of Union notices shall be provided to the Company's Contract Manager in advance of posting.

SECTION 3.3 – Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold

meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company.

SECTION 3.4 – Government Cooperation. 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 the DHS/FPS and United States government. The Union agrees to cooperate with the Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by the FPS, DHS or other agency of the United States government shall not constitute a breach of this Agreement. Any action which the FPS, DHS or other 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 notify and discuss with the Union the effects of that action, prior to implementation, if possible. The Company will fully comply with all applicable requirements of the National Labor Relations Act to provide information related the DHS/FPS requests upon a receipt of a request for information from the Union. The parties recognize, however, that in some instances the information requested by the Union may be subject to a non-disclosure agreement or otherwise subject to confidentiality protections. In such situations, the Company shall inform the Union of the existence of the confidential information and shall negotiate in good faith to determine whether there is an appropriate method of communicating the information to the Union while maintaining the appropriate confidentiality protections.

ARTICLE 4: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for 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, lay off, recall to work, and rehire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; 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 use independent contractors to perform work or services as permitted under Section 1.4; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; 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; 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.

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.

ARTICLE 5: NONDISCRIMINATION

The Company and the Union agree that they shall each comply with all federal and state (where applicable) employment discrimination laws, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, LGBTQ orientation, gender, sexual orientation, gender identity, gender expression or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212), and, if otherwise applicable to the Company and Union, applicable Tennessee employment and wage and hour laws and regulations. It is expressly agreed and understood that unresolved grievances arising under this Section are subject to, and the proper subjects of, arbitration under Article 15 of this Agreement.

ARTICLE 6: HOURS OF WORK

SECTION 6.1 – Purpose of this Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company. An employee who works an average of 32 hours per week shall be considered a full-time employee for the purposes of this Agreement.

SECTION 6.2 – Workweek. The Company's workweek shall consist of seven (7) days beginning on Friday at 12:01 a.m. and ending the following Thursday at 12:00 p.m. (midnight).

SECTION 6.3 – Workday. A workday shall be defined as from 0001 hours until 2400 hours. As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

SECTION 6.4 – Meal & Rest Periods. The Company shall use its best efforts to provide an unpaid meal period of thirty (30) minutes to all employees for each six consecutive hours worked, unless it is infeasible to provide meal periods or there are other specific work-related reasons for not allowing meal periods.

SECTION 6.5 – Overtime Work.

A. Less than 48 Hours Notice. The Company reserves and retains the right to offer and/or require employees to work overtime at the Company's discretion, consistent with its business needs in the event that (1) the Company has less than forty-eight (48) hours advance knowledge that such overtime (i.e., work over forty (40) hours per work week) is required, or (2) for other unanticipated reasons or special circumstances, including, but not limited to, an employee has failed to report to work or has called in sick. It is expressly agreed and understood that the Company shall have the right to hold over employees until relieved and/or require an available employee to provide coverage of an open post.

B. More than 48 Hours Notice.

i. In the event that the Company has advance knowledge of forty-eight (48) hours that overtime will be required, such work will be offered consistent with seniority whenever possible, provided (1) the Company deems the employee qualified to perform such work and (2) the employee's work location and schedule make it feasible, in the Employer's discretion, for the employee to report to the overtime work location without the Company's incurring additional travel and/or travel time expense.

ii. For a period of one (1) week each quarter, employees shall be permitted to submit to the Company a request to be scheduled for available overtime on a form to be provided by the Company. Employees who request to be scheduled for overtime shall be placed on the "Overtime List".

iii. When scheduling overtime using the Overtime List, the Company will first offer the overtime to the most senior employee on the list, subject to the qualifications set forth in Section 6.5(B)(i), above. If that employee declines the offer, the Company will offer the work to the next most senior employee and continue in that manner until an employee agrees to accept the overtime work. On the next occasion the Company offers overtime, it will first offer the work to the next most senior employee on the list after any employees who declined the opportunity to work or actually worked the previous overtime assignment, and continue as above. If an employee refuses to work hours offered on two (2) separate occasions, the employee shall be removed from the Overtime List, and the Company will no longer be obligated to schedule the employee for overtime in the event that overtime hours become available in the future.

iv. If the Company exhausts the Overtime List without a sufficient number of employees agreeing to accept the overtime work, the Company may require mandatory overtime by assigning the work to the least senior employee on the

Seniority List, provided, however, that no employee may be required to work overtime more than once in any calendar month unless all employees at that employee's work site have been required to work overtime during that same month. In no event shall an employee be required to work overtime where the employee can demonstrate verifiable, exigent circumstances existed that made working overtime unfairly burdensome, such as the medical emergency of a family member. It is expressly agreed and understood that employees whose names do not appear on the said overtime request list, may nevertheless be required to work overtime at the Company's discretion and consistent with the provisions of this Article.

v. In the event an employee on the Overtime List is bypassed and/or not given the opportunity to work an overtime shift which he or she should have been offered based upon seniority, the exclusive remedy for that employee shall be to be moved to the top of the Overtime List and be given the opportunity to work the next available overtime shift.

vi. For the purposes of allowing the Union to evaluate whether overtime is being assigned consistent with the provisions contained herein, the Company shall send weekly schedules, which shall include scheduled overtime, to designated Union officials on a weekly basis.

vii. It is expressly agreed and understood that the Company may, at its discretion, consistent with its business needs, use supervisory and managerial personnel outside of the bargaining unit to man posts in order to avoid requiring employees to work overtime, provided such personnel are otherwise qualified to man the post consistent with the guard services contract between the Company and DHS/FPS. Notwithstanding this provision, it is not the intention of the Company to erode the bargaining unit by replacing employees covered by this Agreement with supervisory personnel who routinely and consistently man posts.

ARTICLE 7: WAGES

SECTION 7.1 – Straight-Time Rate of Pay.

A. The following shall be the straight-time rate of pay for all Employees:

Prior to 12/01/2018	Effective 12/01/2018	Effective 12/01/2019	Effective 12/01/2020
$19.12	$19.69 (3% raise)	$20.48 (4% raise)	$21.30 (4% raise)

B. Officers assigned to posts that require a national security clearance at the Top-Secret level shall receive an additional $0.75 per hour straight-time pay.

C. The Company and Union agree that, if a new classification of employee is created by the DHS/FPS or Department of Labor and such classification of employee is employed pursuant to a contract between the Company and DHS/FPS, and are otherwise an "employee" under Section 1.2, the Company and Union shall negotiate over the wages to be set for that new classification of employee.

D. Incumbent personnel, while attending mandatory annual or refresher training specific to the work site will be paid at the wage rate established in Section 7.1 of this Article. If attendance at the training classes results in the employee working in overtime, the above pay rates will be paid at time and a half.

SECTION 7.2 – Reporting Pay. In the event an employee reports to work for his/her regularly scheduled shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay. An employee that is required to report to work outside of his or her regular work schedule shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at straight time in lieu thereof; provided, the Company shall not be required to pay such reporting pay to employees who are required by the Company to report for meetings, training and other company-sponsored events (such employees, however, shall be guaranteed a minimum of two (2) hours of work or two (2) hours pay in lieu thereof). The Company shall provide a minimum of seven (7) calendar days' notice for such company-sponsored events, except where DHS/FPS availability, requirements or directives prevent such notice. It is expressly agreed and understood between the parties that "report to work" under this Section does not include instances where an employee is held over on his or her shift or is otherwise required to remain on duty after reporting to work. Time for all such instances shall be paid for time actually worked.

SECTION 7.3 – Overtime Pay. Overtime pay is calculated at one and one-half (1+1/2) times the employee's straight rate for all hours of work in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

SECTION 7.4 – Payroll Dates. Employees shall be paid weekly (every Friday or previous non-holiday business day), subject to change by mutual agreement of the parties.

SECTION 7.5 – Undisputed Error. The Company shall resolve all undisputed errors with regards to payroll as soon as possible, but in no case later than two (2) pay periods from its receipt of notice and confirmation of the error. It is expressly agreed and understood that this Section 7.5 shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect.

SECTION 7.6 – Direct Deposit. All employees shall be paid wages by direct deposit.

SECTION 7.7 – Personal Data. Employees shall promptly notify the Company's Designee in writing on a Company-provided form of their proper mailing address and telephone number, and

of any change of name, address, or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records.

SECTION 7.8 – Travel Expenses.

A. Company-related travel expenses will not be approved unless authorized in advance in writing by an employee's supervisor or other Company-designated manager. The employee will be required to submit a completed Company expense form, including all receipts, within two weeks after incurring the expense. Authorized expenses will be paid promptly after the Company's Finance Department has received a fully-completed expense form.

B. In the event that an employee is required to work a temporary assignment, other than his/her normal assignment, which is farther from the employee's residence than the normal assignment and which is more than forty (40) miles distant from his/her normal assignment, then he/she shall be reimbursed for automobile mileage at the rate of $0.45 for each mile traveling to/from the temporary assignment that is in excess of the commuting distance to/from the employee's normal assignment. Part-time employees are not considered to have any normal assignment and, thus, are not eligible for such reimbursement.

C. The Company will reimburse employees reasonable pre-approved expenses for overnight travel on Company business. The Company will make the necessary hotel reservations and arrangements.

ARTICLE 8: LEAVES OF ABSENCE

SECTION 8.1 – Court Leave. An employee who has completed his or her probationary period and who is required to report for jury duty shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of four (4) work days annually; provided, however, to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight-time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holidays unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be prorated for part-time employees. The Company reserves the right to request an exemption or postponement of jury service.

An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to his or her supervisor written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated, at the wage rate negotiated in Section 7.1, above, for all time spent in testifying or meeting with prosecuting officers to prepare for testimony; provided, however, that any witness fees tendered to the employee shall be delivered to the Company.

SECTION 8.2 – 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 8.3 – Bereavement Leave. An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's (including in-laws) parent, sibling, child, step-parent, step-child, step-sibling**,** grandmother, grandfather, grandson, granddaughter or spouse. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased. To be entitled to bereavement leave under this section, leave must be taken within two (2) weeks of the death of the employee's relative.

SECTION 8.4 – Family and Medical Leave.

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who completed 1250 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 its 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.

SECTION 8.5 – Personal Leave Without Pay. An employee may request personal leave without pay for a period not to exceed thirty (30) days. Any such request must be in writing and state the reason for and length of the desired leave. It shall be in the Company's sole discretion whether to grant such requests. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift

or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. In extraordinary circumstances, extended leaves of absence in excess of thirty (30) days may be approved in the Company's sole discretion, after application of the employee in writing stating the reason for and the length of the desired leave.

SECTION 8.6 – Absence Due to Illness or Injury. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) may request to use Paid Time Off pursuant to the provisions of Article 12 or, alternatively, may request unpaid leave pursuant to the provisions of Section 8.5 subject to approval of the Company at its discretion.

SECTION 8.7 – Notice of Absence. An employee who will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company notice of his/her anticipated absence as required in Section 14.2, regardless of the length of the anticipated absence and regardless of whether the employee seeks pay for the absence. Failure to do so will result in discipline up to and including discharge in accordance with Article 14.

SECTION 8.8 – Medical Certifications. An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) may at the Company's discretion be required to provide to the Company a physician's statement supporting the employee's absence. An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive work days shall be required to provide to the Company's Designee a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work, in a form to be provided by the Company. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee may be subject to disciplinary action, up to and including termination, in accordance with Article 14 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this Section 8.8, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

SECTION 8.9 – Election Leave. Employees who are registered voters who do not have sufficient time outside working hours shall be given two (2) hours of paid leave to vote, to be taken at either the beginning or end of the employee's shift. The Company shall require proof that the

employee is eligible to vote. Employees shall notify the Company two (2) working days prior to election day of their intent to vote. Employees who fail to provide proper notice shall not be entitled to paid leave.

SECTION 8.10 – Union Leave. With reasonable advance written notice, the Company agrees to grant up to three (3) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the International Guards Union of America, provided it does not substantially affect the operating efficiency of the Company. Union leave shall be limited to a combined total of fifteen (15) working days for all representatives per calendar year and shall be unpaid.

SECTION 8.11 – Rate of Pay. Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated for leave at the rate effective on the date the leave is accrued. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

SECTION 8.12 – Seniority. Seniority shall accumulate during any approved leave of absence.

ARTICLE 9: HOLIDAYS

SECTION 9.1 – Eligibility. All employees will receive paid leave for the following ten (10) Holidays (or holiday pay in lieu thereof if required to work the holiday):

> New Year's Day; Martin Luther King, Jr.'s Birthday; Presidents' Day; Independence Day; Memorial Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day

It is expressly agreed and understood that employees shall not be entitled to holiday pay when on unpaid leave, including leave taken under state workers' compensation laws.

SECTION 9.2 – Rate of Pay. An eligible full-time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight-time rate of pay. An eligible full-time employee assigned to work on a holiday will receive their straight-time wage for all hours worked plus the eight (8) hours holiday pay specified above.

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 average weekly hours for the previous two (2) weeks' work. An 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 up to eight (8) hours based upon their average weekly hours for the previous two (2) weeks' work.

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 nor shall fringe benefits accrue during such leave.

ARTICLE 10: VACATION

SECTION 10.1 – Eligibility. All full-time employees who have continuously been employed by the Company, or by the predecessor(s) to the contract between the Company and the DHS/FPS, shall be entitled to annual vacation pay in accordance with the following schedule:

Upon completion of one (1) year of service:	88 hours
Upon completion of five (5) years of service:	140 hours
Upon completion of ten (10) years of service:	180 hours
Upon completion of fifteen (15) years of service:	220 hours
Upon completion of twenty (20) years of service:	240 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each subsequent anniversary of the date of hire with the Company or predecessor to the contract between the Company and DHS/FPS. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months 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. Vacation pay for full-time employees will not be prorated.

SECTION 10.2 – Vacation Scheduling. Vacation shall be taken at such times mutually convenient to the employee and to the Company; provided, however, the Company shall retain the final right to approve, deny, schedule and cancel all vacation, with founded reason. Vacation must be requested and approved in advance by the supervisor by using the FJC *Leave Request Form*. These forms must be available at all posts for all officers at all times. The approval or denial of the request must be decided within 1 week (7 calendar days) from submission date. For vacation of more than one day, the employee's immediate supervisor shall be notified in writing one week in advance of taking the time off by using the *FJC Leave Request Form*. Upon proper notification of request, the Company agrees to promptly notify the employee of whether the requested time has been approved. The Company reserves the right to approve or refuse a request by an employee to take vacation. The Company reserves the exclusive right to schedule and change in operational emergency situations the vacation of each employee and to generally administer the vacation plan to assure efficient and orderly operation of the Company.

January 1 through January 31, of each year employees shall submit separate and completed requisitions for vacation scheduling for the upcoming calendar year. Scheduling selection shall be based on seniority. When two (2) or more employees request vacation during the same time period, and the Company cannot release them due to work requirements, seniority shall be the deciding factor, except in emergency situations. However, except in said emergency situation or Government requirement, once the approval has been determined, the Company will confirm the approval in writing via the return *FJC Leave Request Form*.

SECTION 10.3 – Part-Time Employees. Eligible part-time employees shall be entitled to pro-rated vacation pay at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive forty (40) hours at their straight-time rates of pay.

SECTION 10.4 – Vacation Accrual. An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, and each continuous year of employment thereafter, at the employee's annual anniversary date, the employee's vested but unused vacation shall be paid to the employee in accordance with the Company's normal payroll practices. Such vested but unused vacation shall be paid on the first payroll date following the employee's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

SECTION 10.5 – Rate of Pay. Employees will be paid vacation at the rate effective on the date the vacation is accrued. Vacation 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. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

SECTION 11.1— Contribution

A. All employees shall be entitled participate in a Health and Welfare plan offered by the Company (the "Plan"). The Company agrees to make an hourly contribution as set forth herein:

The benefit contribution shall be:

Prior to 12/01/2018	Effective 12/01/2018	Effective 12/01/2019	Effective 12/01/2020
$4.22	$4.22	$4.27	$4.32

B. The Company and Union agree that, if a new classification of employee is created by the DHS/FPS or Department of Labor and such classification of employee is employed pursuant to a contract between the Company and DHS/FPS, and are otherwise an "employee" under Section 1.2, the Company and Union shall negotiate over the health and welfare benefits to be set for that new classification of employee.

C. Any claims for benefits under the benefit plans referenced above will be subject to those plans' administrative review procedures and not to the grievance and/or arbitration procedures of this Collective Bargaining Agreement.

D. Effective December 1, 2018 Health and Welfare Benefits shall be paid on all hours paid to an employee, up to a maximum of forty (40) hours in a given work week and 2080 hours in a given work year. Prior to December 1, 2018, Health and Welfare Benefits will not be paid on any hours associated with training, overtime, vacation, bereavement leave, jury duty, or holiday hours.

E. Contributions shall be due and paid on a monthly basis by the fifteenth (15^{th}) day following the end of that calendar month.

ARTICLE 12: SICK AND PERONAL LEAVE

Effective December 01, 2017, all employees covered by this Agreement will receive Paid Time Off ("PTO") as set forth below in compliance with Executive Order 13706 ("EO"):

Accrual. Employees begin to accrue PTO when they commence work under this Agreement. The accrual rate is one (1) hour of PTO for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours per year on a contract-year basis. The Company will calculate employees' accrual of PTO at the conclusion of each pay period. An employee's PTO balance cannot exceed fifty-six (56) hours. Accordingly, when an employee's PTO balance reaches fifty-six (56) hours, the employee will not accrue any additional PTO until the next contract year when he or she uses a portion of such time. Employees only accrue PTO for hours actually worked, not for time used as any form of paid or unpaid leave.

Use of PTO. Employees may not use PTO in advance of accruing it. PTO may be used in increments of one hour or more. PTO will not be deemed hours of work for the purposes of computing overtime or other premium pay.

As described more fully below, PTO can be used either (1) for purposes of paid sick leave as provided in the EO, or (2) as a form of paid personal leave.

Use of PTO for Sick Leave Purposes Under the EO. Employees may use PTO for any purpose provided in EO 13706.

Employees who miss work time for one of the purposes listed above relating to sick leave must use their PTO under this provision before (or contemporaneously with) using any unpaid leave.

Use of PTO for Purposes of Paid Personal Leave. The Employer will allow employees to utilize available PTO balances as Personal time when given an advance notice of seven (7) days. Personal time in may be used in four (4) hour increments as approved by the Company

Health and Welfare Benefits. Health and Welfare benefits shall accrue and be payable during PTO in the same manner as if the hours were worked (i.e., up to forty (40) hours per week and 2,080 hours per year).

Requests to Use Paid Sick Leave. If the need to use PTO for purposes relating to sick leave is foreseeable, employees must give notice at least seven (7) days in advance of such need. If such need to use PTO is not foreseeable, employees must give notice as soon as practicable.

Requests to use PTO for sick leave must include information sufficient to inform the Company that the employee is seeking to be absent from work for a purpose covered under this provision.

To the extent feasible, a request to use PTO must include the anticipated duration of the leave (such leave may be shorter or longer than anticipated).

Employees must make a reasonable effort to schedule preventive care and other foreseeable needs to use PTO so as not to unduly disrupt the Company's operations.

Right to Request Documentation to Support Use of Paid Sick Leave. When an employee uses PTO for sick leave purposes for an absence of three or more consecutive work days, he or she must provide reasonable documentation that the use of such leave was for a reason authorized by the EO.

A manager for the Company (but not the employee's direct supervisor) may contact the health care provider or other person who created or signed the certification or documentation for purposes of authenticating the document or clarifying its contents. The Company will not request additional details, seek a second opinion, or otherwise question the substance of the certification.

Discipline. The Company will not count PTO taken for legitimate purposes as an absence that may result in discipline, discharge, or other adverse action. However, the Company may impose discipline for the use of PTO for reasons not consistent with any applicable law (except as otherwise provided in this provision).

Nothing contained herein shall prevent the Employer from investigating possible fraudulent use of sick leave. If the Employer determines, based on reasonable investigation of the circumstances, that an employee used paid sick leave based upon submission of false information, the Employer shall have the right to recoup the applicable pay and/or impose discipline up to and including termination of employment.

Information Regarding Amount of Available Paid Sick Leave. The Company will provide employees with notice of the amount of available PTO to them as provided in the EO.

Rate of Pay. Employees using PTO will receive the same regular rate of pay and benefits they would have received if not absent from work. Regular pay means payments that would be included in the calculation of the employee's regular rate of hours worked under the Fair Labor Standards Act (i.e., it does not include bonuses and premium pay for overtime).

Carryover of Unused PTO. Employees carry over their unused PTO to the following year, subject to the fifty-six (56) hour balance cap.

Breaks in Service. Employees who are rehired, or reassigned to a contract covered by the EO, following a break in service of one year or less will have their PTO balance restored. Employees who are not assigned to a contract covered by the EO for one consecutive year or longer will not have their PTO balance restored.

No Pay Out of Unused PTO at Any Time. The Company will not pay employees for unused PTO at any time, including the end of the year or upon separation of employment for any reason.

Conflict with Applicable Law. If any portion of this provision conflicts with any applicable provision of Federal, State, or local law, then such provision of law shall control, and the conflicting portion of the provision will be void.

ARTICLE 13: SENIORITY

SECTION 13.1 – Definitions.

A. Seniority. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies to the DHS/FPS contract.

Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The probationary period referred to in this section may be extended if the Company encounters a delay in the government performing background checks and granting written authorization on newly hired employees.

B. Seniority Pool. All employees holding the same permanent position (as so defined in Section 13.3 A) shall constitute a seniority pool. The following shall determine the tie breaker for seniority when multiple employees have the same hire date.

1. First day assigned to contract
2. Initial basic training test scores
3. Most recent range qualification score

SECTION 13.2 – Layoffs & Recall. If laid off for lack of work, an employee shall be retained on the recall list for a period of one year from the day of lay-off or for a period of time equal to his/her total length of bargaining unit service, whichever is greater. Whenever there is to be a reduction in force in the bargaining unit, probationary employees will be first to be laid off, followed by employee(s) with the least bargaining unit seniority. Employees who have required clearances will not fall into this category. The employee(s) notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit which the employee is qualified to perform, provided no additional training or moving expense is required. Employees recalled from lay-off shall be so recalled in like manner i.e. reverse order of seniority; the last laid off is first to be recalled.

It is the responsibility of the laid off employee to keep the Company advised of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within three (3) business days after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) business days to report for duty.

SECTION 13.3 – Filling of Vacancies. Whenever the Company determines a vacancy exists, the vacancy will be posted for bid for no less than seven (7) days. The bid will be awarded to the senior qualified employee who meets the requirements for the job vacancy, such as a security secret clearance, and is acceptable to the Company before assigning the employee. The Union shall provide the Company with a list of employees in bargaining unit seniority order.

The Company further agrees to conduct a bid for all regular and recurrent post schedules, utilizing a shift bid process. This shift bid process shall take place at least once per year, as set forth herein, but may be conducted more often at the Company's discretion. Regular and recurrent post schedules shall be posted by the Company every October 1. Employee bids shall be submitted not later than November 1, and such bids shall become effective on December 1. The Company shall retain full discretion to determine how to organize post schedules, as well as which shifts and posts shall be made available for bid. No employee shall be eligible to bid on a posted shift/post unless he or she possesses all necessary training and qualifications to work that post. The post schedule shall be awarded to the senior-most qualified employee within the bargaining unit locations covered by this CBA.

An employee who is awarded a post opening for which he or she bid must accept it. An employee who is unable to perform the position to which he or she bid to the satisfaction of the Company and or the client within ninety (90) work days after being awarded the job shall be transferred to another position, if available, or a reserve position.

Notwithstanding this Section 13.3, and without regard to the provisions thereto (including posting requirements), the Company retains and reserves the right to promote personnel to non-bargaining unit positions who, in the Company's sole discretion and judgment, will best serve the Company's requirements and standards. An employee who is unable to perform the position to the satisfaction of the Company within one-hundred eighty (180) work days after being awarded the job shall be transferred to another permanent position or terminated at the Company's discretion.

The Company will make every attempt to use reserve officers to fill temporary vacancies first. In cases where necessary, the Company may temporarily assign an employee to the said vacancy due to temporary manpower requirements, to fill vacancies due to vacations, or when the Company is requested by the government. The temporary assignment will not be used to circumvent the bidding process.

SECTION 13.4 – Termination of Seniority. An employee's seniority shall be terminated and his or her rights forfeited upon the occurrence of any of the following events:

A. Discharge for just cause, quit, retirement or resignation;

B. employee fails to express his or her intent to return to work, and/or does not return to work after recall in accordance with the requirements in this Article;

C. except for layoff, time lapse of 180 days, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason;

D. employee transfers out of the bargaining unit, except as provided in this Article; or

E. employee fails to return to work upon expiration of a leave of absence.

SECTION 13.5 – Seniority List. Upon request, the Company shall provide the Local Union President a current seniority list, no more than once per month. Such list shall include each employee's name, home address, home phone number, date of hire and whether the employee has requested to be scheduled for overtime as provided in Section 6.5. The Local Union President shall verify to the Company the accuracy of each seniority list presented to the Union within thirty (30) days of receipt by the Union.

SECTION 13.6 – Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company, may be transferred, at the sole option and discretion of the Company, and notwithstanding any other provision of this Agreement, to any job classification that the employee previously held. If the transfer of such person to the bargaining unit requires the layoff of an employee, the employee with the least seniority in the seniority pool to which the transfer occurs will be transferred or laid off at the Company's discretion; provided that, if the transferee does not have more seniority than the employee with the least seniority in that seniority pool, the Company may not affect the transfer.

An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity; provided that, if the employee is employed in the management position for more than ninety (90) days, the employee shall lose his or her seniority.

SECTION 13.7 – Resolution of Disputes. It is expressly agreed and understood between the Parties that any alleged violation of this Article 13 shall be subject to the grievance and arbitration procedures set forth in Section 15 of this Agreement, provided, however, that an alleged violation of Section 13.3 of this Agreement shall not be subject to the arbitration procedures as set forth in Section 15.2 of this Agreement, and that resolution of such grievances under Section 15.1 shall be final and binding.

ARTICLE 14: DISCHARGE AND DISCIPLINE

SECTION 14.1 – Just Cause. No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement. For the purposes of this Agreement, "just cause" may include, without limitation:

A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101-20.3.

B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a major penalty against the Company by the United States Government or DHS/FPS), insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.

C. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.

D. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.

E. Theft, vandalism, or criminal acts.

F. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy set forth in Article 19.

G. Improper use of official authority or credentials.

H. Unauthorized use of communications equipment or Government property.

I. Misuse of weapon(s) or possession of private firearm on the job.

J. Violation of Government security procedures or regulations, including, without limitation, those set forth in the DHS/FPS Security Guard Manual.

K. Violation of state or federal laws regarding the possession or use of a firearm.

L. Unauthorized post abandonment.

M. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.

N. Falsification of time records.

O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.

P. Sexual, racial or verbal harassment in violation of company policy.

It is expressly agreed and understood that the Company shall have the right to establish from time to time other reasonable rules of conduct and the right to discipline, up to an including the right to

terminate, for violating same.

The Company shall have the right to determine the level of discipline, and an arbitrator shall not have the authority to modify the penalty imposed by the Company for a proven violation of any of subsections A through P of this Section 14.1; provided, however, that an arbitrator shall have the authority to reduce the discharge of an employee to a lesser penalty for a minor violation of subsections A, B, H, J, M, or O of this Section 14.1.

SECTION 14.2 – Absenteeism. Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to cancel work or report to work after his/her scheduled reporting time without providing the Company with a minimum of four (4) hours advance notice unless otherwise protected under EO 13706. Such notice must be provided to the Company's Designee. Discipline for the violation of this Section 14.2 shall be as follows:

A. With respect to the first cancellation or failure to report without proper notice within any consecutive 12-month period, a verbal reprimand shall be given.

B. With respect to the second cancellation or failure to report within any consecutive 12-month period, a written reprimand shall be given.

C. Upon the occurrence of the third cancellation or failure to report without proper notice within any consecutive 12-month period, the employee shall be given a 1 day suspension,

D. Upon the occurrence of the fourth cancellation or failure to report without proper notice within any consecutive 12-month period, the employee shall be given a 3 day suspension

E. Upon the occurrence of the fifth cancellation or failure to report without proper notice, the employee shall be terminated or, at the company's discretion, permitted to remain an employee on such terms as the company may determine, including reclassification of the employee as a new employee.

It is expressly agreed and understood by the parties that this is a "strict liability" absentee policy and that the Company shall not be required to accept any justification proffered by an employee for failing to provide proper notice hereunder.

SECTION 14.3 – Standards of Conduct. It is acknowledged and recognized that the Company is in the business of providing security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Employees are expected to adhere to the requirements of the Security Guard Information Manual and the Company's reasonable rules and regulations as specified in the Employee Handbook. Deviation from or failure to meet these standards shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 14.1.

SECTION 14.4 – Government Action. If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such

action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 15 of this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency.

SECTION 14.5 – Voluntary Quits. 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 and arbitration procedures of this Agreement, if:

A. 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.

B. The employee fails to report to work within twenty-four (24) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the Company's designee, verified by the Company.

C. The employee fails to respond within five (5) days of receiving a notice of recall.

D. An employee fails to report to work for two or more days without calling in to report his/her reason for absence. For the first no-call/no-show instance, the Company may impose discipline without regard to Section 14.2.

SECTION 14.6 – Investigatory Interviews. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward, if such officer or shop steward is reasonably available.

ARTICLE 15: GRIEVANCE, MEDIATION AND ARBITRATION

SECTION 15.1 – Grievances. A grievance shall mean a disagreement or dispute raised by the Union or an employee which arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement or the employment relationship between the Company and employee, including but not limited to claims of unlawful employment discrimination as set forth in Article 5 of this Agreement.

Except as otherwise expressly stated in this Agreement, the procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted by the Union or any employee. A grievance shall be resolved in the following manner:

Informal Step – The employee and/or his/her Union representative will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit, within five (5) business days of the occurrence of a dispute or grievance or of when the employee knew or by reasonable diligence should have known of its occurrence. If the complaint is not satisfactorily adjusted within

five (5) business days of the informal discussion, it may be submitted in writing to the Area Manager or his/her designee in accordance with Step One.

Step 1 – Notice to Area Manager: If the matter is not resolved informally, the employee and/or his or her Union representative shall present the grievance or dispute in writing to the Area Manager, not later than five (5) business days of the occurrence of a dispute or grievance or of when the employee knew or by reasonable diligence should have known of its occurrence. The Area Manager shall respond in writing to the grievance within five (5) business days of his/her receipt of the grievance.

Step 2 – Notice to Contract Manager: If the grievance is not settled at Step 1 or if the Area Manager does not respond within five (5) business days of the Step 1 notice, the Union representative shall, within five (5) business days of the date the Area Manager responded or the date on which the Area Manager should have responded, whichever is sooner, submit the grievance in writing to the Company's Contract Manager or his/her designee. The Company's Contract Manager shall respond to the grievance within five (5) business days of receipt of the grievance.

Step 3 – Notice to Vice President of Federal Services: If the grievance is not settled at Step 2 or if the Contract Manager does not respond within five (5) business days, the Union shall, within five (5) business days, present the grievance in writing to the Company's Vice President of Federal Services or his/her designee. The Company's Vice President of Federal Services or his/her designee shall respond in writing to the grievance within five (5) business days.

A. Written Presentation. All grievances shall set forth: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the names of the aggrieved employees; and the remedy sought. All grievances shall be signed and dated by the employee or shop steward. All written answers submitted by the Company shall be signed and dated by the appropriate Company representative, and shall be presented to the aggrieved employee and the Union.

B. Time Limitations. The time limitations set forth in this Article 15 are deemed of the essence to this Agreement. No grievance shall be accepted by the Company unless it is submitted within the time limitations set forth in Section 15.1. However, if the grievance is not timely addressed at the informal step, it will not be held to strict adherence of the time limitations set forth of this sub-section. An informal step is just that, "informal." If the grievance is not timely submitted at Step 1, it shall be deemed waived. If the grievance is not timely submitted at Step 2 or 3, it shall be deemed finally settled in accordance with the Company's Step 1 or 2 response, if any, respectively, and the parties shall be bound thereby without recourse to Section 15.3.

C. Representation. An employee shall be permitted to have a Union representative at each step of the grievance procedure. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the Union to submit a grievance or demand for arbitration under Section 15.3 of this Agreement, or otherwise represent an employee with respect to any grievance or demand for arbitration.

SECTION 15.2 – Voluntary Grievance Mediation. If, after receipt of the Vice President of

Federal Services' response, the grievance is not settled at Step 3, upon the mutual agreement of the Company and Union, the Parties may submit the grievance to the Federal Mediation and Conciliation Service for resolution through non-binding mediation. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration pursuant to Section 15.3.

SECTION 15.3 – Arbitration. If, after receipt of the Vice President of Federal Services' response, the grievance is not settled at Step 3, the Union may, within twenty (20) business days after the receipt of the Vice President of Federal Services' response at Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company within twenty (20) business days after the Union or aggrieved employee receives the Company's Step 3 answer. Such notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Company with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) business days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service. Except as otherwise expressly provided herein, the labor arbitration procedures of the Federal Mediation and Conciliation Service shall control the resolution of any and all disputes submitted to arbitration under this Agreement. The Arbitrator shall conduct a hearing on the grievance. The decision or order of the Arbitrator shall be final and binding and shall be in writing. Any back-pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

Upon selection of an Arbitrator, the Parties shall inform the Arbitrator that it is their expectation that any award/decision be issued within thirty (30) days of the close of the record in the case or receipt of briefs, whichever is later. In the event an Arbitrator does not issue an award within ninety (90) days, the Parties may, by mutual consent, declare previous proceedings null and void and re-submit the matter to a new arbitrator.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing. All fees and expenses of the Arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the Parties. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties.

SECTION 15.4 – Access to Personnel Files. The Union's Local President or his/her designee, identified in writing by the Local President on Union letterhead, shall have access to personnel records of the employee who brought the grievance for use in an arbitration or grievance proceeding but must otherwise maintain the confidentiality of all information contained therein.

ARTICLE 16: CONTINUITY OF OPERATIONS

SECTION 16.1 – No Strikes. 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. It is therefore agreed 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.

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.

Any employee who violates this provision may 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.

SECTION 16.2 – No Lockouts. During the term of this Agreement, the Company shall not lockout any employee.

ARTICLE 17: WEAPONS

The Company shall implement a regular maintenance program and policies for all Company-owned weapons. Pursuant to this Program, all weapons issued to employees by the Company shall be checked, and, if necessary, cleaned, repaired or replaced in accordance with Company policy. Employees shall be responsible for ensuring that their weapons are at all times in safe working order. If an employee has knowledge that his or her weapon, or the weapon of another employee, is not in proper working condition, the employee shall immediately report this to his or her Area Manager or Contract Manager. Failure to do so shall be a basis for discipline, up to and including discharge pursuant to Article 14 of this Agreement. Employees shall maintain and secure weapons, including ammunition, issued to them by the Company in accordance with Company policy as it shall issue from the Company from time to time. Failure to maintain or secure weapons, including ammunition, in accordance with Company policy shall be a basis for discipline, up to and including discharge pursuant to Article 14 of this Agreement.

ARTICLE 18: TESTING, TRAINING AND RE-QUALIFICATION

SECTION 18.1 – DHS/FPS Contract Specific Training and Qualification Requirements. To become and remain eligible to work for the Company, employees are required to successfully complete training, testing and other qualifications mandated by the federal government in its contracts with the Company, including DHS/FPS basic training and re-certification, DHS/FPS firearms training, DHF/FPS testing, medical/drug testing, CPR and first aid training, and any other training or testing that becomes part of the DHS/FPS or other applicable government contract.

Employees who fail to successfully complete, or fail to appear for, training or testing are subject to separation from employment. An employee separated for failing to successfully complete or appear for training or testing shall not have recourse to the grievance and arbitration provisions of this Agreement.

All contract specific training and qualifications requirements shall be scheduled, maintained and reported by the Company. It is expressly agreed and understood that actual scheduling of this training and qualifications is at the sole discretion of the Company and is subject to approval by the U.S. government.

A. DHS/FPS Firearms Training and Certification. The Company shall use its best efforts to schedule employees to complete the FPS firearms qualification prior to the expiration of their current certification. In accordance with contract requirements, employees shall be permitted two (2) qualification attempts to successfully complete the FPS firearms qualification during one (1) qualification session. If an employee fails to obtain the minimum qualifying score during two (2) attempts/one (1) qualification session, they shall be removed from the work schedule and must complete remedial training prior to being scheduled for another qualification session. An employee cannot be returned to work until they have successfully completed the FPS firearms qualification.

   In accordance with contract requirements, an employee who fails to successfully complete the FPS firearms qualification prior to the expiration of his or her current certification, shall be removed from the work schedule and cannot be returned to work until they have successfully completed the FPS firearms qualification.

   An employee who fails to qualify during three (3) consecutive qualification sessions shall be separated from employment and shall not have recourse to the grievance and arbitration provisions of this Agreement.

B. Health and Fitness Examinations. Physical/medical exams may be required by operation of the government contract or should the Company have concerns regarding an employee's fitness for duty. The Company may designate the physician or clinic, at its discretion. Pursuant to the Company's contract with the DHS/FPS, the Company may require, as condition of continued employment and at the Company's expense, that employees submit to physical examinations to determine fitness for duty consistent with DHS/FPS requirements. All employees shall submit to their supervisor/Contract Manager, within ten (10) calendar days, verification of the employee's satisfaction of the DHS/FPS's fitness for duty examination. The Company shall use its best efforts to schedule employees to re-certify their fitness for duty at least one (1) month prior to the expiration of their government-required certification. If an employee does not appear for or obtain his or her required physical examination as scheduled by the Company, or does not satisfactorily pass his or her examination in two (2) attempts, he or she shall be separated from employment as of the date of the last day worked or the last examination attempt and shall not have recourse to the grievance and arbitration provisions of this Agreement.

C. First Aid and CPR Training and Certification. All employees shall attend, as scheduled by their supervisor, periodic CPR, First Aid and AED training. If an employee is not re-

certified prior to the expiration of his or her DHS/FPS-required CPR and first aid certification, the employee shall be separated from employment and shall not have recourse to the grievance and arbitration provisions of this Agreement.

D. Suitability Review. All employees shall be required to comply with the applicable DHS/FPS suitability determination process, which may include the submission of: (1) a completed Form FD (Fingerprint Card), (2) a completed DHS/FPS Form 85P and (3) such other information as the DHS/FPS may require. Any employee whose suitability is rescinded (subject to further investigation) by DHS/FPS shall be immediately removed from the work schedule. If the employee does not have his or her suitability reinstated by DHS/FPS within 180 days, or the employee is determined to be unsuitable by DHS/FPS, the employee shall be separated from employment and shall not have recourse to the grievance and arbitration provisions of this Agreement.

E. State Mandated Training and Permits. It is the employee's responsibility to ensure that all necessary training, permits, certifications and/or other qualifications required by the State of Tennessee are current and appropriately maintained. Copies of current permits, certifications and/or other qualifications required by the State of Tennessee shall be submitted to the Contract Manager as soon as reasonably possible, but in no event later than the expiration of permits, certifications and/or other qualifications that the company has on file for the employee. In the event that an employee's permits, certifications and/or other qualifications lapses or becomes otherwise invalidated, the employee shall be immediately removed from the work schedule. If, in the exclusive discretion of the employer, the employee is able to present a valid reason for allowing his or her permit, certification, and/or qualification to lapse, the employee shall be given thirty (30) days to renew the lapsed qualification. Otherwise, the employee shall be separated from employment, effective the date the permits, certifications and/or other qualifications expired or was invalidated, and shall not have recourse to the grievance and arbitration provisions of this Agreement.

F. Employees shall be reimbursed for the reasonable cost of maintaining and/or renewing any state-mandated license or permit. In order to receive such reimbursement, an employee must receive prior written approval for the expense from the Company.

SECTION 18.2 – Training Pay and Certification. The Company agrees to pay employees who are required to take contract-required training, firearms qualification and testing, health and fitness examinations (of up to two hours), CPR/First Aid certification, and retraining to the extent required by any contract between the DHS/FPS and the Company at the negotiated wage rate effective at the time of testing/training. The Company will pay for travel time (at the negotiated wage rate) in connection with these matters only when it occurs within the employee's normal working time or as provided hereafter. The Company will also pay for travel time (at the negotiated wage rate) in excess of one hour when an employee is required to travel for mandatory training and more than fifty (50) miles from the employee's normal work location but only if the employee was provided with no opportunity to attend such training closer to normal work location. Notwithstanding the foregoing, in the event that an employee is required to repeat a training course, or required to complete remedial training, the Company shall not be required to pay for such courses, training,

additional weapons range time or travel time. The Company shall provide a minimum of seven (7) calendar days' notice of the location and expected start time for mandatory training programs, as long as the Company receives sufficient advance notice from the Government to provide such notice to employees.

This Section shall not apply to any training necessary for the employee to retain his or her state license, unless such training is scheduled by the Employer.

ARTICLE 19: SAFETY

SECTION 19.1 – Safety and Health Program. It is the policy of the Company to provide employees with work places and conditions of employment that are free from, or protected against, conditions that are unsanitary, hazardous, or dangerous to the health or safety of the employees. To this end, the Company shall implement a Safety and Health Operations Policy. Such policy shall be subject to revision by the Company.

In addition to the Company's Safety and Health Operations Policy, a Safety and Health Operations Committee shall be established. The Safety and Health Operations Committee shall consist of two (2) members designated by the Union from among the employees and two (2) members designated by the Company. The committee shall meet at mutually agreeable times but not less frequently than once each six (6) months. Unless extended by the mutual agreement of all members of the committee, each meeting of the Committee shall be limited to duration of one (1) hour. Committee members shall be paid for participation at such meetings, for up to one (1) hour.

The Committee may consider such matters relating to safety and health as the members designated by the Union and the members designated by the Company mutually agree, and may make the recommendations to the Company regarding such matters, including revisions or additions to the Company's Safety and Health Operations Policy. Scheduled work hours lost by the employee members of the Committee in attending the meetings of the Committee shall be with pay, but such time shall not be considered hours worked for the purpose of computing overtime pay. The deliberations or recommendations of the Committee shall be held in confidence and no evidence, either testimonial or documentary, relating to the deliberations and recommendations of the Committee shall be admissible in any arbitration proceeding conducted pursuant to Article 15 of this Agreement.

SECTION 19.2 – Drug and Alcohol Program. The Parties recognize that, given the safety sensitive positions of the employees, and the nature of the work performed by the Company and its employees, the use of controlled substances or alcohol on the job poses a substantial risk to the Company, the employees, and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug free workplace, the Company has developed a Drug and Alcohol Policy. Such policy shall be subject to revision by the Company at its discretion.

ARTICLE 20: SCOPE OF AGREEMENT

SECTION 20.1 – Duration. This Agreement and the addendum attached hereto shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe

benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on December 1, 2021; provided that, the Parties may re-open bargaining upon mutual agreement.

SECTION 20.2 – 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, 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 20.3 – 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 in this Agreement. Except as specifically set forth elsewhere in this Agreement, during the term of 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 discussed 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 19.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate.

SECTION 20.4 – 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.

SIGNATURES

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____ 2018. By our signatures below, we agree to all terms set forth in this Agreement.

International Guard Union of America	FJC Security Services, Inc.
_____	_____
Isaac T. Christopher	Joshua A. Primrose
President	Vice President