

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SECURITY WALLS, LLC
and
INTERNATIONAL UNION, SECURITY POLICE,
AND FIRE PROFESSIONALS of AMERICA (SPFPA), LOCAL 554
at
ARGONNE NATIONAL LABORATORY



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PREAMBLE

This Agreement is hereby entered into by and between the Parties, Security Walls, LLC, 130 North Martinwood Road, Knoxville, Tennessee, (hereinafter the "Employer") and The International Union, Security Police, and Fire Professionals of America, Local 554, 25510 Kelly Road, Roseville, Michigan, 48066, (hereinafter "SPFPA" or the "Union"). The Parties hereto agree that, during the course of the negotiations leading to this Agreement, each had the right and opportunity to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and the negotiation of any agreement reached thereby, and the execution of a written contract incorporating the provisions reached by the Parties as the result of such negotiations. This Agreement supersedes and replaces any previous Collective Bargaining Agreement, practices or customs not specifically set forth or contained herein.

ARTICLE 1

RECOGNITION AND PURPOSE

Section 1.1: Pursuant to certification issued by the NLRB in Case # 13-RC-21927, the Employer hereby recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for full-time, regular part-time Security Officers and Sergeants performing security duties as defined in Section 9(b)(3) of the Act, as amended, for the Employer at the Argonne National Laboratory located at 9700

South Cass Avenue, Argonne, IL., but excluding all office clerical employees, professional employees and supervisors as defined in the Act.

Section 1.2: It is the intent and purpose of this Agreement to establish and maintain harmonious relations between the Employer and the Union to set the rates of pay, wages, hours of work, and other relevant terms and conditions of employment of those Employees covered hereby, at the Argonne National Laboratory, (hereinafter the "Laboratory", "Client", or "ANL") and to provide for the peaceful adjustment and resolution of any differences which may arise hereunder between the Parties. This Agreement supersedes and replaces all previous Collective Bargaining Agreement, practices or customs not specifically set forth or contained herein.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1: The Employer has the exclusive right to determine the operating policies, to manage the business and to direct its work forces, including but not limited to the rights as set forth below:

- a. To determine the size of the workforce;
- b. To select and appoint its managerial and supervisory forces;
- c. To determine the qualifications of, and hire Applicants for employment
- d. To determine the qualifications of, and select Employees for assignment, transfer, promotion, and training;
- e. To discipline, demote, suspend, and discharge Employees for just cause;
- f. To determine the number, location, and type of security posts, and to discontinue such posts permanently or temporarily, as may be required by the Laboratory;
- g. To direct the functions and duties of the workforce;
- h. To maintain the order and efficiency of operations;
- i. To determine the number of shifts and the starting and stopping times of each shift;
- j. To determine the nature of supplies and/or equipment to be used, and the manner and extent of such usage;
- k. To determine overtime requirements and assignments for performance thereof;
- l. To terminate any employee who, without proper written authorization, discloses any Classified, Secured, Restricted, or "Controlled Document."

Section 2.2: The Employer reserves and retains all rights, powers and authority to manage its business operations not limited, relinquished, abridged, or modified by any express provision of this Agreement which specifically so provides. No management right shall be deemed to have been waived by implication for failure to have exercised such right.

Section 2.3: The Union recognizes that the Employer provides a service of critical importance to the Laboratory or Client and acknowledges and agrees that this Agreement shall be interpreted so as to give primary consideration to the needs and preferences of the Client, to the extent that the same do not limit or abridge any rights specifically retained or conferred under this Agreement.

ARTICLE 3

UNION SECURITY

Section 3.1: An Employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, 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. Also, as a condition of continued employment, an Employee 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, for the duration of this Agreement.

Section 3.2: Employees meet the requirement of being members 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 United States Supreme Court in *NLRB v. General Motors Employer*, 373 U.S. 734 (1963), and *Beck v. Communications Workers of America*, 487 U.S. 735 (1998).

Section 3.3: In the event the Union requests the discharge of an Employee 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 after the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union determines that the Employee has remedied the default prior to the discharge date, the Union will notify the Employer and the Employee, and the Employer will not be required to discharge that Employee.

Section 3.4: An Employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is 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.

ARTICLE 4

DUES CHECKOFF

Section 4.1: The Employer will deduct initiation fees, union dues and financial core fees from the wages of Employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from Bi-Weekly, or the first pay received in that month in which the Employee has sufficient net earnings to cover the union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and Employees who have been terminated or placed on leave of absence shall be remitted to the Secretary-Treasurer Of the International Union, SPFPA, within fifteen (15) days after the first regular payday of the month.

Section 4.2: The Union will promptly furnish to the Employer a written schedule of the union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

Section 4.3: Upon timely demand received from the Employer, the Union agrees to represent and indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off ARTICLES. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY

Section 5.1: The provisions of this Agreement shall be applied to all Employees as required by, and in accordance with State and Federal Law.

Section 5.2: Wherever gender or the singular or plural pronouns are used in this Agreement, it is the intention of the parties that all such references are intended to include and apply equally to all Employees covered by this Agreement.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1: INFORMAL STEP - An Employee and/or Union representative may, within seven (7) days consult directly with a Security Shift Lieutenant on a matter which does not necessarily constitute a grievance. If the Employee is not satisfied with respect to the disposition or resolution of any matter involving the meaning, interpretation, or application of any provision of this Agreement on which he has informally consulted with his Security Shift Lieutenant, the Union may submit the matter as a grievance.

An Employee who is ordered to be removed, or whose unescorted access to ANL site has been denied, may grieve the matter through the provisions hereof.

Section 6.2: STEP 1 - The grievance shall first be submitted by the Union to the project manager in writing and signed by the Employee, setting forth the Employee's version of the facts and the specific provision of the Agreement that has allegedly been violated. The grievance shall be signed by the Grievant and the Union representative, and shall be filed within ten (10) days of the date of the occurrence of the incident, or the date on which the Employee or the Union became aware, or should have become aware of the incident. The Project Manager shall within ten (10) days of receiving the grievance render his decision in writing. If more than ten (10) days elapse, the Employee and the Union shall be barred thereafter from processing the incident or issue as a grievance.

Section 6.3: STEP 2 - If the grievance has not been settled satisfactorily under the above procedure. The Employee and/or the Union may, within ten (10) days after the receipt of the initial decision of the Project Manager, submit the grievance to the Employer's Chief Manager by certified mail. The Employer's Chief Manager or designee, shall within ten (10) days after receipt thereof, render a decision thereon by certified mail.

Section 6.4: STEP 3 - If the grievance is still not satisfactorily resolved, the Union's Local President or his appointed representative, within ten (10) days after the receipt of the Employer's STEP 2 answer, may request a conference with the Employer's Chief Manager or designee in order to further explore resolution of the grievance and the Chief Manager's STEP 2 decision. This conference shall be held on a mutually agreeable date within thirty (30) days following the request of the Union.

Section 6.5: STEP 4 - If the grievance has not been settled satisfactorily under the above procedure, the Union may, within ten (10) days after receipt of the STEP 3 decision, submit the grievance to arbitration by certified mail to the Employer's Chief Manager.

Section 6.6: Within ten (10) days after receipt of the decision of the Employer's Chief Manager or designee, the Union may request the Federal Mediation and Conciliation Service to nominate seven (7) persons who are members of the National Academy of Arbitrators. The Union and the Employer shall each alternatively strike a name from the list of the persons so nominated until

only one name remains. The remaining nominee shall serve as the arbitrator. Failure to submit the grievance to the Federal Mediation and Conciliation Service with a copy of the letter of submission to the Employer within the required time frame shall constitute a waiver of the grievance by the grieving party.

Section 6.7: Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the Union, in strict accordance with the time limitations set forth in this ARTICLE. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to these limitations. Failure of the Employer to act within the time limit set forth in any step shall be construed as a denial of the grievance, and entitle the Union to proceed to the next step of the grievance procedure.

Section 6.8: The award of such arbitrator shall be in writing, and shall be final and binding upon the Employer, the Union, and the Employee or Employees involved. The arbitrator may consider and decide only the particular grievance submitted to him in writing by the Union and the Employer. The arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to delete, modify, add to, change, or disregard any provision of this agreement. In the event that an arbitrator determines that an Employee has violated an Employer rule, regulation, or policy for which the Employee was charged, the arbitrator shall not have the right to reduce, modify or in any way alter the penalty assessed by the Employer. The Parties to the case shall share equally in the expense of the arbitrator, including the cost of the hearing room if applicable.

Section 6.9: If a transcript is made of an arbitration hearing, it is understood that such transcript shall constitute the official record of the hearing. The Party, or Parties requesting the transcript shall incur the cost of the transcript. Neither Party shall be required to purchase a copy of the transcript

Section 6.10: Each Party shall be responsible for, and bear the costs, wages, and expenses of its own witnesses and representatives.

Section 6.11: Grievances involving discharge or indefinite suspension may be presented directly to STEP 2 of the procedure set forth in this ARTICLE.

Section 6.12: In calculating time for the purpose of this ARTICLE, Saturdays, Sundays, and the holidays as set out in ARTICLE 22 (Holidays) shall not be counted. Time limits set forth herein may be modified by the mutual written consent of the Parties, or the designated representative of either Party.

ARTICLE 7

NO STRIKES-NO LOCKOUTS

Section 7.1: The Union recognizes that it is the responsibility of the Employees to guard and protect the plants, premises, material, facilities, and property of the Argonne National Laboratory at all times and under all circumstances.

Section 7.2: During the term of this Agreement, or any renewal or extension thereof, neither the Union, its employees, officials, representatives, agents, members, nor any Employee will authorize, instigate, aid, condone, promote, participate or engage in any strike, work stoppage, slowdown, sympathy strike, or other interruption, refusal, cessation, limitation, impede or interfere with the work or business of the Employer, regardless of whether there is a claim by the Union, of breach of this Agreement, or of federal, state or local law by the Employer. Any Employee or Employees who violate the provisions of this ARTICLE shall be subject to disciplinary action up to and including termination.

Section 7.3: During the term of this Agreement, the Employer will not lock-out the Employees. The term "lock-out" as used herein does not include the failure to return to work by Employees or the discharge, suspension, termination, shutdown, layoff, or failure to recall by the Employer or the exercise of any of the management rights set forth in this Agreement.

ARTICLE 8

DEFINITIONS

Section 8.1: A "regular full-time employee" under this Agreement is one who is regularly scheduled a minimum of thirty-two (32) hours per week.

Section 8.2: The term "unarmed security officer" shall mean an employee in the security organization who has successfully completed:

- a. The physical and mental examinations and re-examinations as required by the United States Government and/or the State Government, and the Employer.
- b. All required training programs in the Security Plan, and other training programs and/or security requirements as required by the United States Government, and/or the State Government.

Section 8.3: The term "part-time employee" shall refer to an Employee who is employed by the Employer to perform part-time work of fewer than thirty-two (32) hours per week.

Section 8.4: All Employees currently employed will keep their current Employee status (full-time, part time, reserve, etc.) and will not be changed except at the request of the Employee, or as the result of a reduction in force imposed by the Laboratory, or DOE. Written confirmation of

said reduction shall be provided to the Union, and any changes resulting from the reduction will be based on seniority, the proper Security Clearance, and proper certifications of the Employees.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 9.1: The workweek shall begin at 0001 hours Sunday, and shall end at 2400 hours the following Saturday.

Section 9.2: All work performed in excess of forty (40) hours during the designated workweek shall be paid at the rate of one and one-half (1 ½) times the Employee's regular straight time wage rate. Employees shall be paid only for time actually worked as defined by the Fair Labor Standards Act (FLSA).

Section 9.3: Employees reporting to work as scheduled, without having been notified of "no-work," shall receive a minimum of four (4) hours of work or pay at their regular hourly straight time rate of pay.

Section 9.4: Employees called back to work after completion of their regular shift shall be granted four (4) hours work or four (4) hours pay, provided however that any Employee permitted by the Employer to leave his assignment voluntarily shall receive pay for only those hours actually worked.

Section 9.5: Employees shall not be given time-off to avoid the payment of overtime, except by mutual agreement between the Employee and his supervisor. Employees requested to come to work early prior to their regularly scheduled starting time shall be permitted to complete their regular scheduled shift except for circumstances beyond the control of the Employer.

ARTICLE 10

OVERTIME EQUALIZATION, SCHEDULING ADDITIONAL HOURS

Employees shall be given as much advance notice as possible prior to being scheduled for overtime work:

- a. Employees shall be provided a minimum of eight (8) hours off-duty between scheduled shifts except in the event of emergency. Employees shall also be provided a minimum of eight (8) hours off duty between assigned twelve (12) hour shifts, except in the event of an emergency.
- b. Overtime shall be assigned based upon business or operational needs and the availability of qualified personnel. The Employee with the lowest number of recorded

overtime hours shall be afforded first opportunity to work scheduled overtime in accordance with operational needs.

c. Employees shall be assigned overtime duties only in such positions as they are qualified to perform.

d. Any Employee scheduled for vacation shall not be required to work overtime prior to the commencement of vacation leave unless the Employee volunteers to do so.

ARTICLE 11

UNION REPRESENTATION

Section 11.1: Neither Party shall interfere with, restrain, or coerce Employees in the exercise of the rights guaranteed under Section 7 of the National Labor Relations Act (NLRB) as amended.

Section 11.2: Except as otherwise provided herein, Union business which may interfere with security responsibilities shall not be conducted during working time, or in working areas.

Section 11.3: For the purpose of adjusting complaints, disputes, or differences in accordance with ARTICLE 6 (Grievance and Arbitration Procedure), the Union shall be entitled to designate and be represented by one (1) Shift Steward and or one (1) Alternate Shift Steward on each shift. The Union may also designate a Chief Steward who may act in place of the Shift Steward. No Probationary Employee may serve in any such capacity. The Union shall notify the Employer in writing as to the names of the individuals who have been designated to serve in the capacity of Shift Steward and Alternate Shift Steward, and no Employee shall serve in such capacity until such notification has been received and acknowledged by the Employer. No Employee shall serve as a Chief Steward, Shift Steward, or Alternate Shift Steward while on lay off or leave of absence, except when on authorized Union leave of absence.

Section 11.4: An Alternate Shift Steward shall serve only in the absence of the Shift Steward, or when representing the Shift Steward as provided in Section 11.3 above.

Section 11.5: Shift Stewards shall continue to perform their regular duty assignments at all times unless the Steward's duty assignment has been covered and the Steward has been specifically permitted by the Shift Supervisor to assist in the presentation or settlement of complaints or grievances in accordance with the procedures set out in ARTICLE 6. Such duties shall be performed promptly and without delay or abuse of time.

Section 11.6: A Shift Steward having a personal complaint or grievance may request to be represented by the Alternate Shift Steward, or by the Chief Steward.

Section 11.7: The Chief Steward, Shift Steward, or local Union President shall provide reasonable advance notice to the Employer whenever entering upon the Laboratory or

remaining on-site for the purpose of handling a grievance or complaint at any time other than his regular shift.

Section 11.8: The grievant or complainant may request the presence of a Shift Steward at any meeting or conference that may reasonably be believed to lead to discipline or other adverse employment action. The Employer shall promptly attempt to contact the appropriate Union representative, and if that representative is unavailable within thirty (30) minutes, all further discussion with the Employee shall be suspended until appropriate arrangements can be made, preferably within twenty-four (24) hours thereof.

Section 11.9: The Employer shall provide an appropriate area for a Union Bulletin Board in a non-public area accessible to employees. Material posted may include amended bulletins and notices relevant to Union members; such as appointments to Union offices or positions, Union elections, meetings, recreational and/or social affairs. Such posting shall not contain any partisan political statements, disparagement or criticism of the Employer, Employer representatives, or the policies of the Employer or the Laboratory.

ARTICLE 12

EMPLOYEE PERSONNEL FILES

The Employer agrees that any employee who wishes to review his personnel file may do so after setting up an appointment with management. The employee will be allowed to review his personnel file, with a member of Management present. Upon the Employee's request a Union representative may be present when they review the file. The Employee has the right to dispute any documents, including notes to file that he believes should not be in the file. The Employee has the right to request and receive copies of any documents in his personnel file.

ARTICLE 13

UNIFORMS

Section 13.1: The Employer will continue to furnish each Employee with the standard uniform issue. The cost of replacement of uniforms, due to Employee negligence or loss, shall be borne by the Employee. Upon termination of employment, Employees shall turn in all uniforms and issued equipment to the Employer.

Section 13.2: The Employer shall reimburse each Employee eight dollars (\$8.00) each pay period to cover the Employee's cost of cleaning and maintenance of their uniforms.

Section 13.3: The Employer shall replace all uniforms and equipment that have become damaged due to normal wear and tear and without fault of the Employee, as soon as possible, and within a reasonable time, at no charge to the Employee.

ARTICLE 14

TRAINING

Section 14.1: All training must be conducted by certified personnel in accordance with Department of Energy regulation and requirements.

Section 14.2: Employees may be required to undergo remedial training in the event they are found to be deficient in the performance of their job duties in accordance with established and acceptable standards.

Section 14.3 Employees who attend mandatory government required training, or Employer meetings will be paid at the normal rate of pay as stipulated in this agreement.

ARTICLE 15

DIRECT DEPOSIT

The Employer agrees to provide direct deposit, as well as the necessary forms and/or paperwork for Employees who request direct deposit of their paychecks.

ARTICLE 16

SHIFT PREFERENCE

Section 16.1: A permanent position is defined for purposes of this Agreement as a post or position on a specific shift: As permanent positions become available, notice thereof shall be posted for a maximum period of five (5) days. Employees shall have up to five (5) days within which to bid on the open shift position. First preference shall be given to the Employee with the greatest seniority who meets the qualifications required for the position. The successful bidder's previous shift position may then be bid upon by others.

Section 16.2: In the event no Employee shall bid to fill a position, the assignment shall be filled in the order or reverse seniority.

Section 16.3: Temporary or short term vacancies shall be filled by reserve officer staff: aka "part-time" officer staff.

Section 16.4: An Employee who may require a change in his shift because of hardship, illness, or other legitimate reason may seek a mutually acceptable trade with another Employee. The proposed change request shall be reduced to writing and submitted to the Site Operations Manager at least seven (7) working days in advance of the date upon which the proposed shift change is to become effective. Such shift changes shall be limited to a period of thirty (30) days unless circumstances require a permanent shift change.

Section 16.5: During the first two weeks of March and September of each year, regular full-time Employees who have achieved seniority status may submit an application on the prescribed form to the Shift Lieutenant indicating the Employee's first (1st), second (2nd), and third (3rd) choice of shift preferences. The shift preference form, as submitted, shall remain valid until changed in writing during the following shift preference period. Shift preference shall take effect during the first pay period in the month following the shift preference filing period.

ARTICLE 17

SENIORITY

Section 17.1: Employees shall serve a probationary period of ninety (90) calendar days following the completion of the Employer's Basic Security Officer training.

Section 17.2: During the probationary period described above, the Employer shall retain the sole discretion to discipline, reassign, or terminate the probationary Employee. The exercise of such action by the Employer shall not be subject to the grievance procedure set out in this Agreement.

Section 17.3: Upon the satisfactory completion of the probationary period, the Employee's status becomes that of a regular full-time Employee and seniority shall relate back to the Employee's most recent date of continuous employment.

Section 17.4: Employees on military leave, or other authorized leave or absence shall continue to retain and accrue seniority status.

Section 17.5: In the event of a Reduction in Force (RIF), Employees shall be laid off in the following procedure:

- a. Probationary Employees;
- b. Part-time Employees;
- c. Regular full-time employees with the most recent seniority date, subject however to certification, qualifications based upon past job performance, and/or security clearance required or necessary to perform duty assignments as may be determined by the Laboratory.
- d. In determining lay off precedence in a case where Employees share the same seniority date, the Employee with the lowest last four digits of his Social Security number shall be retained.

Section 17.6: Seniority may be lost only under the following circumstances:

- a. Resignation;

- b. Retirement;
- c. Discharge for just cause;
- d. Failure or refusal to return to work within three (3) working days after receipt of proper notice of recall;
- e. Lay off for a continuous period equal to the Employee's seniority or six (6) months, whichever is greater;
- f. The completion of voluntary continuous service of ninety (90) days in an assignment outside the bargaining unit.

Section 17.7: Laid off Employees shall be recalled to work in the following procedure:

- a. Full-time Employees in inverse order of their lay off;
- b. Regular part-time Employees in inverse order of their lay off;
- c. Recall rights shall be maintained for a period equal to the Employee's accrued seniority or for a maximum of six (6) months, whichever is greater.

Section 17.8: Opportunities for full-time employment shall be offered to part-time Employees based upon their qualifications and seniority. No part-time Employee who declines full-time employment shall be eligible to accept full-time employment until all less senior employees have been offered employment. Twice each year, in June and December, upon request, the Employer shall provide the Union with separate seniority lists for full-time Employees, regular part-time Employees, and probationary Employees.

ARTICLE 18

PHYSICAL EXAMINATIONS

Physical examinations shall be scheduled to take place during the Employee's off duty time. Employees shall be compensated for a maximum of two (2) hours at their regular rate of pay.

ARTICLE 19

LEAVES OF ABSENCE, JURY DUTY, AND FUNERAL LEAVE

Section 19.1: Limitations – An unpaid leave of absence up to four (4) consecutive work weeks may be granted by the Employer without loss of seniority to the Employee unless otherwise provided herein.

Section 19.2: Leave of Absence – The Employer may provide a limited leave of absence for Employees under the following circumstances:

- a. Employees with a minimum of one year of continuous employment may be eligible for an unpaid leave of absence for medical or personal reasons.
- b. A request for leave of absence shall be in writing and submitted to the Employer along with the recommendation of the Site Manager.
- c. Final approval or disapproval of the requested leave of absence shall be at the discretion of the Employer's Chief Manager, and the Employee shall be advised of such approval or disapproval within four (4) days or sooner of determination.
- d. Any Employee who is absent from duty for three (3) consecutive days or more without having notified his supervisor shall be considered as a voluntary termination unless that Employee's absence has been approved by the Employer prior to the expiration of the three (3) day period.

Section 19.3: FMLA – Employees may also be eligible for family leave under the provisions of the Family and Medical Leave Act of 1993 (FMLA) for periods of up to twelve (12) weeks.

- a. An overview and the requirements of the FMLA may be obtained through the Employer's Home Office.
- b. Personal leave may also be used for family and medical leave.
- c. Leave taken that is not covered by an accrued paid leave policy shall be treated as leave without pay.

Section 19.4: Bereavement Leave – Eligible Employees shall receive leave with pay for up to three (3) regular workdays, including the funeral or memorial missed due to the death of an immediate family member.

- a. Immediate family members are defined as the following relatives of the Employee or the Employee's spouse:
 - 1. Spouse
 - 2. Children and step children
 - 3. Parents, grandparents, and step-parents
 - 4. Siblings

b. In appropriate circumstances, the Employer may make exceptions to the foregoing on a case by case basis when out of town travel is involved or other circumstances require.

c. In order to take bereavement leave, the Employee shall submit a request to the Employee's supervisor setting forth the relationship of the Employee to the deceased, the requested days off, and the anticipated date the Employee expects to return to work.

Section 19.5: Vacation/personal Time Off – Personal Time Off (PTO) (or Vacation Leave) is an all-purpose time off policy for eligible Employees to use for vacation, illness, and personal business subject to the provisions of ARTICLE 23 (Vacations). It combines traditional vacation, sick leave, and personal leave plans into one flexible paid time off policy.

a. Regular full-time Employees are eligible for PTO upon the completion of one (1) year of employment. After that time, Employees may use any earned PTO hours.

b. Requests to use PTO hours shall be submitted not less than seven (7) days in advance of the requested time off.

c. To request vacation leave or PTO, the Employee shall complete a Leave Request form and submit it to his supervisor.

d. The Site Manager may approve or disapprove requested vacation leave or PTO based upon operational needs, availability of adequate coverage, and other relevant considerations.

e. Employees should avoid financial commitments such as the purchase of airline tickets prior to the approval of requested time off.

Section 19.6: Medical Leave – Except in cases of unforeseeable illness or emergency, all medical leave is to be requested in advance in writing through the Employees immediate supervisor and Site Manager.

a. Failure to follow the established procedure for requesting leave shall result in the denial of such request.

b. To request leave, a Leave Request form shall be completed by the Employee and submitted to his supervisor.

c. The leave request shall be returned as either granted or denied within four (4) days.

Section 19.7: Jury Duty – Employees who have been called to serve on jury duty shall notify and provide their immediate supervisor with a copy of the jury duty notice.

- a. Upon receipt of a jury duty notice, the Employee shall immediately inform his supervisor and submit a request for jury duty leave.
- b. Failure by the Employee to provide a copy of the jury duty notice to his supervisor shall result in the hours of absence from duty due to jury duty being charged to the Employee as either discretionary leave or as leave without pay (LWOP).
- c. The Employee serving jury duty shall be compensated by the Employer the difference between the pay the Employee receives from the court as "jury duty pay" and the Employee's regular hourly rate to a maximum of five (5) days.

Section 19.8: Subpoenas – Any Employee who has been subpoenaed to appear in court or other legal proceeding may be eligible for paid leave.

- a. An Employee subpoenaed to appear in any matter on behalf of the Employer, shall be compensated at the Employee's regular hourly rate for all such time spent.
- b. An Employee answering a subpoena in a personal matter, or any matter unrelated to his employment, shall not be compensated by the Employer but may select to use annual leave or paid vacation time other than unpaid leave.
- c. Failure by the Employee to provide a copy of the subpoena to his supervisor shall result in all hours of absence from duty as a result of answering such subpoena to be charged to the Employee as LWOP.

Section 19.9: Military Leave – Employees serving in the United States Armed Forces, Reserve, or National Guard shall be granted military leave if called to active duty, or to attend required Reserve or National Guard duties and/or activities and required training. Employees shall keep the Employer informed regarding the Employee's military status and all required drill or training dates. Employees shall inform the Employer in writing within ninety-six (96) hours of learning of such requirements. The provisions hereof shall not apply to breaks in service under ARTICLE 17 (Seniority). Employees shall not accrue benefits, other than seniority, while on unpaid Military Leave.

Section 19.10 Union Leave – An Employee who is an officer or holds an official position in the Union may be eligible for Union leave.

- a. Only two (2) Union officers may request leave for Union purposes at one time, however;

b. One Union officer may be granted Union leave for a period not to exceed thirty (30) days in a calendar year. However, upon a showing of good cause, Union leave may be extended for such period as may be determined by the Employer to be in the best interests of the Employer's operations.

c. Requests for Union leave shall be made in writing and submitted to the Employee's supervisor at least five (5) days in advance if possible.

d. Any Union official or officer who receives permission to go on leave for Union business shall be compensated by the Union.

Section 19.11: Termination of Employment – Employees who accept or undertake other employment while on any leave of absence without the prior written approval of the Employer shall be treated as a voluntary quit and shall be terminated from employment.

ARTICLE 20

PERSONAL DAYS AND PAID TIME OFF

Section 20.1: Upon the completion of the Employee's one hundred and sixtieth (160th) hour of training, the Employee shall be eligible to take three (3) paid days off (for a total of twenty-four (24) hours), during the twelve (12) month period following the Employee's established seniority date. The foregoing paid time off shall be renewable annually, but shall not be accrued. If not utilized, the foregoing paid time off shall be lost.

Section 20.2: An Employee is eligible to use paid time off as half days only when the Employee is called away from work due to a family emergency or any other qualifying emergency which requires the Employee's immediate attention.

Section 20.3: Paid time off days shall be paid at the Employee's regular rate of pay for four (4) or eight (8) hours of work. The paid time off day shall be listed on the Employee's time sheet by the Employee.

Section 20.4: Employees taking a paid time off day shall be required to arrange the time off with their supervisor prior to taking the time off, or shall utilize the normal call in procedures if the time off was not planned in advance.

ARTICLE 21

SCHEDULING

Section 21.1: All work schedules shall be performed in accordance with the Laboratory Statement of Work.

Section 21.2: All work schedules should be consistent, predictable, and reliable, except as may be affected by the needs of the Laboratory and emergency situations.

Section 21.3: To the extent possible, all work schedules shall be performed in a manner that provides Employees with two (2) consecutive days off in every seven (7) day work period. It is understood that changes in operational and manpower requirements may preclude such scheduling; and any such deviation shall be limited to the extent practicable.

Section 21.4: Employees shall work an eight (8) hour shift with a thirty (30) minute unpaid lunch period in accordance with the provisions of the FLSA.

Section 21.5: Work schedules shall be posted in accordance and consistent with the Laboratory Statement of Work.

ARTICLE 22

HOLIDAYS

Section 22.1: The following holidays shall be observed for the purposes of scheduling duty assignments:

- a. New Year's Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day after Thanksgiving
- h. Christmas Eve
- i. Christmas Day
- j. New Year's Eve
- k. One Floating Holiday

Section 22.2: Holiday pay shall be paid at the Employee's regular straight time wage rate for a maximum of eight (8) hours for the observed holiday.

Section 22.3: A full-time Employee who is assigned to work, and works on a designated holiday, shall be compensated for holiday pay as noted in Section 21.2 above. in addition to all hours

worked at the regular straight-time wage rate. A request to take a "floating holiday" must be made fifteen (15) days in advance thereof.

Section 22.4: Holiday pay shall be administered in accordance with 29 CFR §§ 4.174 and 4.176 of the Service Contract Act.

Section 22.5: Holiday pay for part-time Employees shall be prorated according to hours worked during the week of the holiday according to the schedule below:

Hours Worked	Holiday Pay
36-40	8
31-35	7
26-30	6
21-25	5
16-20	4
11-15	3
6-10	2
1-5	1

ARTICLE 23

VACATIONS

Section 23.1: The Employer shall provide paid vacation in accordance with provisions of the Service Contract Act

Section 23.2: Paid vacation allowance shall be as follows:

- a. Eighty (80) hours, or two (2) weeks paid vacation after one (1) year of service.
- b. One hundred and twenty (120) hours, or three (3) weeks paid vacation after five (5) years of service.
- c. One hundred and sixty (160) hours, or four (4) weeks paid vacation after ten (10) years of service.

Section 23.3: Length of service includes the totality of service with the Employer and any predecessor employer(s) at the Laboratory.

Section 23.4: Employees may request vacation paid time off up to eight (8) hours per scheduled work day for illness, injury, or emergency. Such time off shall be charged against the Employee's accrued annual vacation leave. In all cases, the Employee shall notify the supervisor on duty at least four (4) hours prior to the beginning of the shift unless circumstances beyond the Employee's control prevent timely notification.

Section 23.5: Paid time off under Section 22.4 above which exceeds three (3) consecutive scheduled work days or more for illness or injury shall require documentation.

ARTICLE 24

WAGES AND CLASSIFICATION

Section 24.1: Current applicable wage rates are as follows:

Classification	Period of Employment
Security Officer	
\$12.75	New Hire
\$15.59	Less than one (1) year
\$16.02	More than one (1) year
Sergeant	
\$19.17	

Section 24.2: Effective September 1, 2013, the applicable hourly wage rate shall be:

Classification	Period of Employment
Security Officer	
\$12.75	New Hire
\$15.59	Less than one (1) year
\$16.42	More than one (1) year
Sergeant	
\$19.65	

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Section 24.3: Effective September 1, 2014, the applicable hourly wage rate shall be:

Classification	Period of Employment
Security Officer	
\$12.75	New Hire
\$16.39	Less than one (1) year
\$16.82	More than one (1) year
Sergeant	
\$20.13	

Section 24.5: Effective September 1, 2015, the applicable hourly wage rate shall be:

Classification	Period of Employment
Security Officer	
\$12.75	New Hire
\$16.79	Less than one (1) year
\$17.22	More than one (1) year
Sergeant	
\$20.61	

ARTICLE 25

HEALTH AND WELFARE

Section 25.1: The Employer agrees to provide Health and Welfare benefits to bargaining unit members in accordance with the benefits provided under the terms of the "Limited Interim Participation Agreement for the SPFPA and Participating Employers' Health and Welfare Trust Fund" (hereinafter, the "Trust Fund") currently in effect, until the effective date of the "Affordable Care Act" (hereinafter, the "Act") at which time the Employer becomes subject to the terms and provisions thereof.

Section 25.2: Upon the effective date of the "Act", the Employer shall assume and be responsible for all Health and Welfare benefits required to be provided by the Employer to its

Employees by the "Act", and the Employer shall be fully released from the Terms and Provisions of the "Trust Fund" as provided therein.

Section 25.3: In furtherance thereof, effective October 1, 2013, all benefits required to be provided to Employees in accordance with the provisions of the "Act" have been contracted by the Employer with the AETNA Insurance Company. The details of the Plan have been distributed to all Employees on September 30, and October 1, 2013.

ARTICLE 26

LICENSING REQUIREMENTS

Section 26.1: All fees required to obtain a PERC card, which is required for the Applicant to be eligible for employment, shall be the sole responsibility of the Applicant.

Section 26.2: All fees attendant to licenses and/or permits which are required by law and become and remain the exclusive property of the Employee shall be paid by the Employee.

ARTICLE 27

GENERAL PROVISIONS

Section 27.1: Employees shall provide the Employer with a correct and current address and telephone number to be filed in the Employee's personnel folder. All written notices sent to the Employee's address on file shall be deemed to be effective and properly filed.

Section 27.2: Employees shall report to work well groomed, presenting a clean and neat appearance.

Section 27.3: New Employees shall be introduced by their supervisor to all other Employees and to appropriate Union representatives upon the New Employee's employment and at the mutual convenience of the Parties.

Section 27.4: Any and all Union briefings shall be restricted to the off-duty time of both the Employee and the Union representative.

Section 27.5: Employees shall be compensated appropriately for all time worked regardless of the implementation of Daylight Savings Time during their shift.

Section 27.6: Employees shall be provided relief as needed.

Section 27.7: Neither managers nor administrators shall be assigned to work any Bargaining Unit position except in emergencies.

ARTICLE 28

SEVERABILITY

If any provision of this Agreement should be declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining provisions shall continue in full force and effect. In the event of the foregoing, the Parties agree to meet and make a good faith effort to negotiate a replacement to the affected provision. Any such negotiations shall be limited solely to the affected provision, and the replacement provision shall become effective immediately upon the agreement and execution thereof by the Parties, and shall remain in full force and effect throughout the remainder and term of this Agreement.

ARTICLE 29

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that negotiated or signed this Agreement. The Parties further agree, that this Agreement may be reopened for discussion or negotiation solely upon their mutual agreement to do so.

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall become effective on December 3, 2013, and shall continue in full force and effect and without change until December 2, 2016, and from year to year thereafter, unless either Party gives ninety (90) days written notice to the other Party prior to December 2 of the current contract year, of its desire to terminate, modify, or amend this Agreement.

The Parties have caused their representatives to sign this Agreement between Security Walls, LLC, and The International Union, Security Police, and Fire Professionals of America, Local 554, (SPFPA) and hereby acknowledge their intention to be bound by the Agreement.

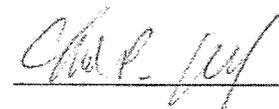
UNION

 1/27/14

Guy Thomas (Date)

International Representative

SPFPA

 11/21/14

Chad Wolf (Date)

Local President

Local 554, SPFPA

EMPLOYER

 1/15/14

Juanita Walls (Date)

Chief Manager

Security Walls, LLC