

Collective Bargaining Agreement

Between

Inter-Con Security Systems, Inc.

And

The International United Government Security Officers of America

And

Local #43

September 15, 2007 – September 14, 2008

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PREAMBLE

The agreement is by and between Inter-Con Security Systems, Inc. (the Company), and The United Government Security Officers of America Union (UGSOA), (the Union) and its Local #43. The agreement covers all applicable Uniformed Protective Services Personnel (UPSP) employed in support of contract number S-LMAQM-01-D-0157 between Inter-Con Security Systems, Inc. and the Department of State whereby Inter-Con Security Systems, Inc. provides security at domestic facilities in the United States. This agreement is effective on September 15, 2007. The economic changes to Articles IX Holidays, XIII Wages and Bonuses, XV Uniforms, and XVI Health and Welfare shall be effective September 15, 2007.

ARTICLE I - SCOPE AND PURPOSE OF AGREEMENT

1.1 Recognition and Bargaining Unit

The Company recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of work, overtime, leave, benefits, grievance procedures, and other conditions of employment stated in this agreement, for all full-time and part-time personnel under contract number S-LMAQM-01-D-0157. This agreement excludes professional Employees, office clerical Employees, and all other Employees as defined in the Act. At present, persons working under the following classifications are considered Employees covered for the purposes of this agreement.

Lieutenants – Uniformed Security Lieutenant
Sergeants - Uniformed Security Sergeant
Security Officers – Uniformed Security Officer
Diplomatic Security Assistants
Security Drivers - Vehicle Driver

1.2 Intent

It is the intent of the parties hereto that this agreement shall serve to establish and maintain harmonious labor relations between the Company and the Union. Furthermore, the intent is to set the wages, hours of work, leave, benefits, grievance procedures, and other conditions of employment as set forth in this agreement for all full-time and part-time UPSP personnel employed by the Company.

The Union retains the right to work with dignity and respect, regardless of race, color, national origin, ethnic background, gender, sexual preference, or religion, in accordance with all Federal, State and Local laws, regulations or ordinances.

1.3 Definitions

Agreement: This Collective Bargaining Agreement (CBA).

Agreement Year: A one-year period from September 15 to the following September 14 in each of the years covered by this agreement.

Bonus: A sum of money paid to Employees meeting all established criteria.

Bonus Quarter: The period of time between the following inclusive dates – September 15 through December 14, December 15 through March 14, March 15 through June 14, and June 15 through September 14.

Break: A relief period provided to an on duty Employee as follows:

Early Break - A fifteen (15) minute paid break in the first four (4) hours of continuous work.

Meal Break – An unpaid period of time that is provided as an offset for the equal period paid for guardmount. The meal break is given to Employees who work in excess of a four (4) hour shift.

Late Break – A fifteen (15) minute paid break in the second four (4) hours of continuous work. The break will be given if the Employee exceeds six (6) hours of continuous work.

Special Break – A fifteen (15) minute paid break in the third four (4) hours of continuous work. The break will be given if the Employee exceeds ten (10) hours of continuous work.

Business Day(s): Monday through Friday excluding holidays.

Collective Bargaining Unit (CBU): Lieutenants, Sergeants, Security Officers, Diplomatic Security Assistants, and Security Drivers assigned to work Contract Number S-LMAQM-01-D-0157 between the Department of State and Inter-Con Security Systems, Inc.

Company: Inter-Con Security Systems, Inc.

Contract: Contract # S-LMAQM-01-D-0157 between Inter-Con Security Systems, Inc and the Department of State to provide domestic security operations in the United States.

Date of Hire: The first day of earnings from staffing a post on the contract.

Disciplinary Action: Any suspension, termination, written reprimand, memorandum, and/or verbal counseling.

Double-time: Wages paid at the rate of two (2) times the Employee's regular rate for all hours worked in excess of 12.75 hours per workday.

Employee: An Inter-Con Security Systems Inc.

Emergency Response Team (ERT): An Employee selected by Inter-Con Security Systems, Inc. who has successfully completed the Emergency Response Team Training and is assigned to the emergency response team.

Full Time Employee: An Employee who has not requested in writing and been approved by the Company in writing to be classified as a Part-Time Employee and who generally is scheduled up to thirty-six (36) hours of work per week.

Gear Down: All activities associated with dressing after work or changing clothes at the work site, returning from post, and turning in equipment prior to going off duty.

Gear Up: All activities associated with dressing before work or changing clothes at the work site, and drawing equipment prior to attending guardmount.

Grievance: An action filed by the Union or an Employee concerning the application, interpretation, or violation of a portion of the Collective Bargaining Agreement.

Guardmount Site: Location where a supervised or unsupervised guardmount takes place.

Guardmount: The period of time prior to post when instructions are given and inspections are held.

Holdover: A situation where an officer is required to work additional hours beyond those hours originally scheduled, other than TAS or other voluntary assignments.

Holidays: Those days specifically designated in Article IX.

Initiation Fee: A prescribed amount of money to be paid one time by new Union members.

K-9 Handler: An Employee selected by Inter-Con Security Systems, Inc. who has successfully completed the prescribed dog handler's course.

K-9 Sergeant/Trainer: An Employee selected by Inter-Con Security Systems, Inc. who has successfully completed the prescribed dog handler's course and Trainer's course.

Licenses and Permits: Documents issued by Federal, State, or Municipal authorities allowing an Employee to perform security work in a certain jurisdiction.

Overtime: Wages paid at the rate of one and a half (1 ½) times the Employee's regular rate for all hours worked in excess of forty (40) hours per workweek.

Part Time Employee: An Employee who has requested in writing and been approved in writing by the Company and who generally is scheduled for less than thirty-two (32) hours of work per week.

Probationary Employee: An Employee with eighteen (18) months or less of employment from the date of hire, or less than six (6) months in a new classification with Inter-Con Security Systems, Inc.

Probationary Lieutenant: A Lieutenant during the first six (6) months in this classification.

Probationary Sergeant: A Sergeant during the first six (6) months in this classification.

Security Clearance: Appropriate personal security clearance level granted by the U.S. Government to an Employee to work on the security contract.

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

Split Schedule: A workday schedule in which an Employee is assigned two different times to come to work in the same day, excluding incidents on the first relief (midnight shift) when an Employee is scheduled to report after midnight then completes that shift in the morning and is scheduled to report back at the beginning of the next first relief that same day. A split schedule is not when an Employee works a normal schedule and then agrees to staff an additional assignment. Additionally, the period of time between is not paid.

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

Straight Time hours: Straight time hours include regular hours worked, vacation actually taken, gear-up and gear-down, holidays, personal/sick leave taken, approved Union leave, and training. Straight time hours do not include hours paid at overtime and double time rates.

TAS (Temporary Additional Services): Temporary Additional Service directed by the Department of State.

Time and Attendance Infraction: Call-offs, lateness or no-call no-shows

Union: The United Government Security Officers of America Union and its Local #43.

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

Union Seniority: Length of time of service measured from the date of hire of an Employee and established by the Union.

UPSP: Uniformed Protective Services Program.

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

1.4 Negotiating Committee

The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations. The Company agrees to release these individuals from duty assignments to participate in collective bargaining negotiations. The Union agrees to provide the Company with one week of advance notice of any meetings unless there is a requirement for an emergency negotiating meeting.

1.5 Stewards

The Company agrees to recognize a Union steward program. The Union agrees that stewards will not conduct Union business while on duty.

If an Employee, who is the subject of the investigation, and could as a result of the investigation be disciplined, requests a steward to be present during a disciplinary or investigatory process, the Company will allow the steward to be present, provided the Employee returns within two (2) business days with such steward. If the employer uses an alternative medium, such as video, video teleconference, etc., to conduct formal discussions with the bargaining unit Employees, the Union shall be given the opportunity to be present. Notice of formal investigations will be provided at least two (2) business days in advance, and will include at a minimum the general subject of the discussion.

For the purpose of this section and to allow for immediate resolution, a shop steward is not required during the investigation of an immediate security emergency.

The Union will provide stewards and alternate stewards at the below listed locations and any new location established by the government in the contract between the Department of State and Inter-Con Security Systems, Inc. during the life of this agreement.

California	Illinois	New York
Colorado	Kentucky	Pennsylvania
Connecticut	Louisiana	South Carolina
District of Columbia	Maryland	Texas
Florida	Massachusetts	Virginia
Hawaii	New Hampshire	Washington

The Union will update the steward list whenever a change occurs. The updated list will be provided to the Project Manager within ten (10) days of any changes to the steward list.

ARTICLE II - STRIKES AND LOCKOUTS

2.1 No Strikes

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts. The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restrictions or interference with the Employer'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 Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination.

2.2 Lockouts

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE III - SENIORITY

3.1 *General Provision*

Union seniority shall be the length of continuous service (except breaks in Union Seniority, see 3.4) from the Employee's last date of hire as a member of the CBU for the Employer, past or present, and/or any predecessor Employer. Seniority shall be applicable as set forth below in determining the order of layoff, recall, shift and location bidding, vacation, scheduled overtime, Holidays, TAS trips, and transfers to another Region.

The application of Union seniority will only be applied based on qualifications as stipulated in this section or other sections of the CBA. The exercise of contractual requirements as stipulated by the Department of State will take precedence over any Union seniority as set forth in the CBA. If a significant reduction in forces (hours) takes place in the term of this agreement resulting in the elimination of Lieutenant or Sergeant posts, the parties agree to immediately meet and confer with respect to making reassignments of the effected personnel giving consideration to qualifications and seniority.

TAS trips outside of the metropolitan Washington DC, area will be assigned in part by Union seniority. However, the TAS supervisors and up to fifty percent (50%) of the personnel on the TAS may be assigned by management regardless of seniority. For the purpose of assignments, all fractional numbers will be rounded up. The least senior qualified Employee or volunteer will be used to fill assignments if necessary. Personnel in one Region cannot invoke seniority for a TAS assignment in another Region unless the DOS authorizes travel for the personnel from one Region to work a TAS in another location.

Two full weeks prior to May 1st and November 1st of each year, a TAS sign up form will be presented to each Employee in the CBU. Personnel interested in filling TAS assignments during the next 6 months will indicate their desire to participate on any out-of-Region TAS assignments that may develop. Personnel who do not sign up for TAS assignments will not be eligible for assignments. However, if assigned by management or selected because of seniority, the Employee will have to perform the assignment, unless evidence of extenuating circumstances can be provided.

Scheduled time in excess of fifty-six (56) hours per employee, per week will be arranged on the basis of clearance, qualification and seniority. Unexpected overtime will be filled on an as-required basis unless the overtime is the result of an out-of-Region TAS trip, in which case the assignments will be made in accordance with this CBA.

Except for emergencies, assignment of specific shifts and locations within each Region will be accomplished through the application of Union seniority, shift bidding, as stipulated in this section, and as stipulated in other sections of this CBA. Two full weeks prior to April 1st and October 1st of each year or if the bidding list is exhausted,

a shift bidding form will be presented, by the Company, to each CBU member in the applicable Region. The member must return the form even if not requesting a specific shift or location during that 6-month period. Personnel will be allowed to make three selections concerning shift and locations. Requests will be listed in order of preference. If during the 6-month period, a shift or location becomes available because of the departure of an Employee or the opening of new posts by the DOS the opening will be filled by an employee based on clearance, qualifications and seniority. If during the six (6) month period an Employee is offered their first choice and refuses to take the assignment, that Employee is eliminated from the seniority list until the next list is published. Management has two (2) full workweeks to fill a shift or location using the seniority list. During that time, any Employee can be assigned to fill the shift or location. At present the current locations within the NCR are: Main State (MS), Maryland/DC (MD/DC), Northern Virginia (NOVA), and Fairfax (NFATC/ Newington). At present the following Outer Regions are: Connecticut, Colorado, Florida Regional Center (FRC), Hawaii, Illinois, Kentucky, Los Angeles, CA, Louisiana, Miami, FL, Massachusetts, New Hampshire, New York Region (NYR), Pennsylvania, San Francisco, CA, South Carolina, Texas, and Washington. The following positions will not be filled by Union seniority but will be filled by management, Passport and Finance Site Security Managers, Main State Lieutenant, Fairfax Lieutenant, NOVA Lieutenant, MD/DC Lieutenant, DC South Lieutenant, Main State Sergeants, SOU Sergeant and SA-20 Sergeant.

3.2 *Union Seniority Lists*

A Union seniority list shall be furnished by the Company to the proper Union officials no later than the 7th of the month during March and September of each agreement year. The current Union seniority list shall be posted and maintained by the Company at each guardmount site. An Employee's standing on the posted Union seniority list will be final unless protested in writing to the Deputy Project Manager/Administration no later than 30 calendar days after the list has been posted. The Company will send a weekly new hire and attrition list to the Union officials.

3.3 *Personal Data*

Employees shall notify the Company in writing of their proper mailing address and telephone number. The Employees will notify the Company of any change of name, address, phone number, or other pertinent data on the first returned day to work after the change. Notifications will be made on the Company supplied form. Notifications will be made to the Employee's immediate supervisor and to the Deputy Project Manager/Administration. The Company shall be entitled to rely on the data supplied by the Employee. The Union will contact Employees at the Company's request to assist in getting the required data or information.

3.4 Break in Union Seniority

Any bargaining unit Employee who is promoted to a non-bargaining unit position or otherwise leaves the bargaining unit for more than four (4) consecutive workweeks shall have a break in seniority. If the bargaining unit Employee returns to the bargaining unit at a later date, Union seniority will be determined by the Union.

3.5 Probationary Employees

Employees will be considered probationary for a one (1) year period after their date of hire or change in classification. The Union will represent Probationary Employees for problems concerning wages, hours and working conditions. The company reserves the right to decide questions relating to scheduling, transfers, layoffs, or discharge of Probationary Employees without recourse to the grievance process. After the probation period, Employees will receive any and all benefits pertaining to the Union and this agreement.

Probationary Sergeants and Lieutenants shall be considered probationary for the purpose of Articles 7.6, Schedule Changes, and 7.7, Workweek only.

ARTICLE IV - LAYOFF AND RECALL

4.1 Layoff and Recall

In the event of a layoff, when full-time or part-time positions are being reduced, reductions will occur based on Union Seniority with the least qualified, least senior individual, within each classification, being laid off first.

When a reduction of personnel is required in one or more classifications, then the reductions will occur as follows:

1. Individuals in the highest classification category (Lieutenant, Sergeant , Officer, Diplomatic Security Assistant) will be reduced to the next lower classification based on clearance, qualifications and seniority within their classification category.
2. If these movements require an additional adjustment within the next lower category, then the same principle would be applied.
3. Actual layoffs would then be made at the lowest classification based on clearance, qualifications and seniority within their classification.
4. Recall and reappointment of employees would be in reverse of the above procedure.

4.2 Post Assignments

Post assignments will be accomplished in accordance with Article III General Provisions. During emergencies, all Employees are subject to an assignment, post, shift, or hours anywhere within their normally assigned region (NCR, NYR, etc.) Failure to comply with the aforementioned requirements may lead to disciplinary action up to and including dismissal.

ARTICLE V - UNION SECURITY AND MEMBERSHIP

5.1 Dues Check-off

The Company agrees to deduct Union dues from the paychecks of the Employees, every two weeks. The amount of dues deduction will be set by the Union and provided to the Company in writing. The deductions will only be made upon receipt of written authorization from the Employee. The written authorization will be provided on a form supplied by the Union. An Employee may withdraw the Employee's authorization for dues deduction by notifying the Company and the Union in writing. The notice must be at least two full bi-weekly pay periods in advance of the termination date. The authorized deduction will only be made as the Company is authorized to do so. The Company will send a check to the Local Union #43 for the dues deducted within 7 days from when the deduction occurred. Local Union #43 will notify the Company, in writing of the address to which the check will be sent. The Local Union #43 will notify the Company in writing of any changes to the method of payment or point of contact. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.

5.2 Agency Shop

All Employees regularly employed in California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Kentucky, Maryland, Massachusetts, New Hampshire, New York, Louisiana, Pennsylvania, South Carolina, Texas, Virginia, and Washington or at any federal enclave, who are not members of the Union shall pay the Union service fee. This service fee shall be an amount determined by a certified public accountant as necessary to cover the costs of negotiating and administering this and subsequent agreements. The service fee shall not exceed the Union's regular and usual initiation fees and dues. The service fee shall not include any assessments, special or otherwise. Nonmembers will be provided a copy of the Union's procedures for filing fair share objections. Service fee payments shall commence during the next bi-weekly payroll deduction period following the 31st day after the Employee's date of hire. Service fees shall be deducted via check-off card provided by the Union. These deductions will be made only upon the receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The Company agrees to deduct the fees from the Employee's bi-weekly paycheck.

5.3 Religious Exemption

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall be allowed to make payments in amounts equal to the service fee required above, to a tax exempt (under SECTION 501.c.3 of the IRS code), non religious, non-labor, charitable organization. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

5.4 Termination for Non-Compliance - Union Security & Membership Provisions

Pursuant to this section, before an Employee is terminated for non-compliance the Employee must first be notified by the Union, via registered letter, return receipt requested, to pay the prescribed initiation fee and/or Union dues. If the Employee pays the delinquent initiation fee and/or Union dues within 2 weeks after receipt of notification, the Employee will not be dismissed.

5.5 Application of Article

This article shall not apply where prohibited by state law.

ARTICLE VI - GRIVANCE AND ARBITRATION

6.1 General Provisions

The number of business days outlined in Article VI – Grievance Procedures for the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. However, extensions of time may be granted in writing by mutual agreement between the Project Manager and the UGSOA Local #43 President, or the UGSOA Local #43 Business Manager, or an Officer of the UGSOA International,

6.2 Grievance Procedures

All grievances shall be processed and presented in accordance with Article VI of this agreement. Grievances shall be resolved or unresolved at each step.

6.3 Informal Step.

The Company agrees to meet with the Union during regular business hours or at a mutually agreed upon convenient time, for the purpose of processing grievances presented by the Union or Employees subject to this agreement. Union personnel will not participate if they are “on the clock” at the time of the meeting, however, the Company agrees to give the Union two (2) business days to arrange for a Shop Seward or other Union Official to attend. The Company will not compensate Union personnel participating in a meeting for their time during the meeting.

The Company and the Union agree that the Employee will first discuss, and document in writing, the complaint with the Employee’s immediate supervisor within five (5) calendar days of becoming aware of the incident being grieved. The document will set forth the specific facts related to the grievance, specifying the section and paragraph of the agreement violated. The document will be signed by the grieving Employee and a Union representative. If the informal procedure is not invoked within five (5) calendar days of the Employee’s knowledge of a grieveable issue, then no further action shall take place. If during the discussion with the supervisor, either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called to participate in the meeting. If the complaint is not satisfactory resolved within 7 calendar days of the informal discussion, it may be submitted, for further processing using Step 1 of the grievance procedure.

6.4 Step 1.

If the grievance is not resolved during the Informal Step, it shall be presented, in writing, to the Deputy Project Manager/Operations within ten (10) calendar days of the completing the Informal step. The DPM/O will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

6.5 Step 2.

If the grievance is not resolved during Step 1, it shall be presented, in writing, to the Deputy Project Manager/Administration (DPM/A) within ten (10) calendar days of the completion of Step 1. The DPM/A will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.)

6.6 Step 3.

If the Grievance cannot be resolved during Step 2, the local Union may submit the grievance, along with any supporting documents, in writing to the Project Manger (PM) within ten (10) calendar days of completing Step 2. The PM will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

6.7 Step 4.

If the grievance cannot be resolved during Step 3, the Local Union may submit the grievance, along with all supporting documents, in writing, to the Company's Regional Representative within ten (10) calendar days of the completion of Step 3. The Local Union may submit the same information to the International Union's Regional Director. Arrangements will be made for the Company and the Union to meet to discuss and attempt to resolve the grievance. The meeting will be held no later than fifteen (15) calendar days after receipt by the Company and the International Union, of the request for the meeting. If, after ten (10) calendar days from the date of the meeting, no resolution is reached, the grievance may be referred to an arbitrator for a prompt hearing.

6.8 Grievance for Discipline Resulting in Termination.

Grievance resulting from Employee termination may be initiated at Step 3. If a discharge is judged to be in error, the terminated Employee shall be returned to work without loss of seniority, pay or benefits.

6.9 Arbitration Procedure.

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

6.9.1 Neutral Arbitrator

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

6.9.2 Federal Mediation and Conciliation Service

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

6.9.3 Arbitrator Selection

Within ten (10) calendar days after receipt of the list of arbitrators, the representatives of the Union and the Company will alternately strike names from the list of available arbitrators. The last remaining name on the list shall be the arbitrator to hear the case. The toss of a coin will determine whether the Union or Company strikes off the first name.

6.9.4 Commencement of Arbitration

The arbitrator shall commence the hearing at the earliest possible date.

6.9.5 Arbitrator's Decision

The decision of the arbitrator shall be final and binding upon the parties to the agreement. The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted. Any decision made by the arbitrator shall be complied without undue delay. It is understood and agreed to by the Union and the Company that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

6.9.6 Cost Assessment

The arbitrator may assess the cost of the hearing room and the arbitrator's fees and expenses to the losing party or may assess such fees and expenses between the parties based on the degree of the party's success or failure in the issues being adjudicated by the arbitrator. The expense and compensation of any witnesses or other participants shall be paid by the party requesting their presence. If both parties require the services of the same individual, the expenses and compensation will be paid equally. Any other expenses shall be borne by the party incurring the expense. The site of arbitration will be located in proximity to the site of that dispute.

6.10 Class Action

The Union shall have the right to file a class action grievance on grievances involving more than one Employee. Class Action grievances may be initiated at Step 1

6.11 No Individual Arbitration

No Individual may move a grievance to arbitration. This can only be done by the Union.

6.12 Miscellaneous Provisions

The limits set forth herein may be extended in writing only by mutual agreement between the Local Union or International Union and the Project Manager.

When either the Local Union or the International Union withdraws a grievance, the Company will be notified of such action in writing.

ARTICLE VII - WORK SCHEDULE AND HOURS OF WORK

7.1 Work Hours

Generally, between eight (8) or twelve (12) hours of consecutive work will constitute a shift during a regular workday. However, shifts of four (4) hours may be scheduled. The regular workweek shall commence on Sunday at 0001 and will end on Saturday at 2400 hours.

The work schedule will be published as a rolling schedule. The schedule will show at all times a minimum of fourteen (14) workdays. The outbound week of the schedule will be published no later than midnight on Wednesday of each week.

Every Employee shall receive a minimum of eight (8) hours in between scheduled shifts. For example: an Employee is scheduled to work from 1400 to 2200, the Employee shall not be required to return to work until at least 0600 on the following day. Compliance with this section is not required in the event of an emergency, or if the Employee chooses to work by coming in early or staying after his or her scheduled shift.

7.2 Overtime

An Employee shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours per week.

Double time will be paid for all hours in excess of 12.75 hours per workday.

Overtime shall be distributed evenly and fairly in accordance with Article III, section 3.1– General Provisions of this Agreement. When scheduling more than sixteen (16) hours of over-time, per employee in a workweek, the remainder of scheduled over-time (barring a bona fide emergency), will be dispersed by clearance, qualifications and seniority.

Managers cannot be assigned to cover overtime positions or posts except in emergency situations, or in situations dictated by availability of personnel and amount of notice given for overtime. The employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

It is expressly understood that the Company shall have the right to schedule, or not to schedule, Employees to work overtime as required. When an Employee is on duty and is assigned to work additional hours, the Employee is required to remain on duty. When an Employee is contacted while off duty for an assignment, the Employee may refuse the assignment without retribution.

7.3 Meal Breaks

An unpaid period of time that is provided as an offset for the equal period of paid guardmount. The meal break is given to Employees who work in excess of a four (4) hour shift.

However, Employees will be paid for their meal break if the meal break is missed and the reason for the missed meal break is not the fault of the Employee.

7.4 Relief Breaks

Employees will receive a paid break on an average of fifteen (15) minutes for each four (4) hours of work as follows:

Early Break - A fifteen (15) minute paid break in the first (1st) four (4) hours of continuous work.

Late Break – A fifteen (15) minute paid break in the second (2nd) four (4) hours of continuous work. The break will be given if the Employee exceeds six (6) hours of continuous work.

Special Break – A fifteen (15) minute paid break in the third (3rd) four (4) hours of continuous work. The break will be given if the Employee exceeds ten (10) hours of continuous work.

7.5 Split Schedule

There will be no split schedules during the life of this agreement.

7.6 Schedule Changes

Published schedules for non-probationary employees may not be reduced or altered by the Company except for holdovers, bona fide government emergencies, or government mandated changes or closures, which are identified after the production of the schedule. Holdovers may not reduce the total number of hours in any published schedule for non-probationary employees. The Company may change the scheduled hours per post after prior written notification to the Union. However, if the Government mandates a change in the hours of work, the Union may not be notified until after the change has taken effect. See ARTICLE XIX.

Should it become necessary to change published schedules as a result of operational requirements, the following factors will be considered:

1. The company will adjust schedules to insure that the operational requirements are staffed in accordance with all Department of State and Security Clearance requirements.

2. The company will identify and revise effected schedules in a manner that will efficiently utilize personnel in a non-overtime status. Probationary employees in a non-overtime status will receive first consideration for use in staffing effected posts and non-probationary employees in a non-overtime status will receive second consideration for use in staffing effected posts. All remaining staffing requirements will be met giving consideration to qualifications and seniority. If all factors are equal, seniority will determine selection.

Employees may initiate changes to the published schedule by submitting the request in writing, using the Company supplied form and procedures. All requests may be approved by a Sergeant and will affect only those named Employees. For the purpose of this section, schedule changes for the rank of Sergeants and Lieutenants must be approved by the Deputy Project Manager.

It is the intent of the parties that this section is to be read in conjunction with all paragraphs herein.

7.7 *Workweek*

The Company will make a best effort attempt to ensure that full-time, non-Probationary Employees will be scheduled for thirty-six (36) hours per workweek. For this section, the thirty-six (36) hours may consist of work hours, holidays, paid vacation, unpaid vacation, personal/sick days, medical leave, jury duty, military leave, Union leave, funeral leave, unpaid leave, time taken under the FMLA, medical call-offs, non-medical call-offs, disciplinary suspensions, and government mandated changes and closures. Hours scheduled will be paid according to the appropriate provisions of this CBA

If an employee has a time and attendance infraction during the scheduled period, the employee may not be eligible for this section in the next published outbound weekly schedule.

7.8 *Guardmount*

Employees will participate in a paid guardmount prior to the start of most duty shifts. The amount of time provided for guardmount is established by the contract between the Department of State and Inter-Con Security Systems, Inc.

7.9 *Gear-up and Gear-Down Time*

Employees may only claim authorized and allowable gear-up and gear-down time. In the event the Employee believes he or she is entitled to additional gear-up or gear-down time, the Employee is required to submit the required documentation in accordance with the established Company procedures. CBU members will be paid

their regular wage stipulated in this agreement for all hours associated with gear-up and gear-down.

7.10 Training

Employees are required to attend all training authorized by the Company. Employees will be paid their regular wage stipulated in this agreement and uniform maintenance for training performed in uniform for all hours associated with this training.

7.11 Days Off

The Company will make a best effort attempt to ensure that full-time, non-probationary employees will be scheduled two consecutive days off during each calendar week of the work schedule. For the purpose of this section, adjacent Saturdays and Sundays in adjacent calendar weeks will be considered consecutive days.

7.12 Call-In-Pay

In the event an Employee reports to work for the Employee's regularly scheduled shift, without having been previously notified not to report to work, the Employee shall be entitled to work the shift or work four (4) hours, whichever is less. The actual hours of work will be paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. In the event an Employee is called into work after the completion of their regular hours or overtime, the Employee shall be guaranteed a minimum of four (4) hours work paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. The employee must remain on duty to receive the four (4) hours of pay.

ARTICLE VIII - PAY DAYS

8.1 *Pay Days*

Employees shall be paid no later than 1200 on Saturday of every other week for work performed during the previous pay period. However, the Company will make every effort to distribute paychecks by 1600 on Friday of every other week for work performed during the previous pay period. Uncontrollable acts, natural or manmade, will relieve the Company of this requirement. During such situations, the Company will make every effort to pay the Employees at the earliest possible time.

8.2 *Process at End of Employment*

When employment ends for any reason, the Employee's final pay entitlements, including hours worked, will be processed and paid on the next full pay period following the Employee's out-processing and final time card submission.

ARTICLE IX - HOLIDAYS

9.1 *Holidays Defined*

The following will be considered Holidays for the purpose of this Agreement.

New Years Day

Labor Day

Martin Luther King's Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Employees may substitute their birthday for any holiday that falls prior to their birthday within the same calendar year. The Employee must notify their supervisor in writing at least one full pay period in advance of the change.

9.2 *Full-Time Employees*

All full-time Employees, otherwise meeting all conditions stated herein, will be paid their regular rate of pay for eight (8) hours for each Holiday.

Employees required to work on holidays will receive their regular rate of pay for the first nine (9) hours worked and one and one-half (1 ½) times the regular rate of pay for all other hours worked in addition to holiday pay.

9.3 *Part-Time Employees*

Any part-time Employee who works on a holiday shall receive the Employee's regular rate of pay for the first eight (8) hours worked and appropriate over-time for all other hours worked in addition to the holiday pay. Any part-time CBU member who does not work on a holiday, shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period in which the holiday occurs, but not less than 4 hours.

9.4 *Miscellaneous Holiday Provisions*

To be eligible for holiday pay an Employee must have worked their last scheduled workday prior to the holiday and their next scheduled workday after the holiday. The only exception to this provision is if the Employee has been excused in writing by the Company.

An Employee scheduled to work on a holiday that refuses to work the holiday or fails to report to work will not be paid for the holiday.

Holidays will be observed in conformance with the Department of State's schedule for holidays. The only exception is the substitution of the Employee's birthday for a holiday.

ARTICLE X - VACATIONS

10.1 Vacation

Employees shall be entitled to annual vacation pay. Vacation entitlements are determined by an Employee's date of hire and continuous service, notwithstanding Breaks in Union Seniority (Article 3.4) on the contract between the Department of State and Inter-Con Security Systems, Inc., to provide security for Department of State domestic facilities. The date of hire and continuous service are inclusive of previous employers providing this service. Vacation entitlements are stated below:

Employees employed for 1 year by the Company shall earn paid vacation entitlements at the rate of 0.038461538 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 80 hours per year.

Employees employed for 5 years by the Company shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

Employees employed for 10 years by the Company shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 15 years by the Company shall begin earning paid vacation entitlements at the rate of 0.096153846 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 200 hours per year.

Employees will not be able to use vacation entitlements until they have completed each 12 months of employment

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

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

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

10.2 Unused Vacation

Vacation entitlements shall not be cumulative from one year to the next. Any earned but unused vacation entitlements remaining on the date of hire anniversary shall be paid to the Employee. Payments will be made on the next full pay period following the end of the year of service.

10.3 Pay in Lieu of Vacation

Employees may request in writing to be paid for earned vacation in lieu of taking actual vacation. Payment of request for pay in lieu of vacation will be made during the last pay period of the month following the submission of the request for pay in lieu of vacation.

10.4 Terminating Employees

When employment ends for any reason, Employees will be paid at the hourly rate of pay for any "entitled" but unused vacation entitlements, in their last pay check. Vacation entitlements will be paid on a pro-rata basis, in case of an Employees' death. Vacation entitlements will be paid on a pro-rata basis for terminating Employees with five (5) or more years of service.

10.5 Laid-Off Employees

Length of service with the Employer shall accrue for up to six (6) months, for the purposes of vacation benefits, while an Employee is laid-off due to lack of work, if the Employee is recalled to work within six (6) months.

10.6 Vacation Increments

Vacation entitlements must be taken in eight (8) hour increments. Vacation entitlements may be used in twenty-four (24) hour or more increments providing the vacation request procedures in Article XI – Processing Vacations and Leaves, are followed. Vacation Entitlements of eight (8) or sixteen (16) hours may be taken with less than two (2) full pay periods notice, providing the request does not create overtime.

ARTICLE XI - LEAVES OF ABSENCE

11.1 Limitations

An unpaid leave of absence up to four (4) consecutive workweeks may be granted at the discretion of the Company without loss of seniority to the Employee.

11.2 Medical Leave

An Employee may be granted a medical leave of absence for a specified period not to exceed two (2) months (six (6) months for pregnancy), providing the medical reason is reported to the Company prior to the leave or within three (3) business days of any emergency. The aforementioned time is in excess of any FMLA entitlements provided by applicable Federal, State, or District of Columbia provisions. The Employee must provide a doctor's certificate stating the nature of the illness and the estimated length of time the Employee will be unable to perform the Employee's job. During the leave, the Employee is required to furnish a similar report from a doctor every thirty (30) days. When the Employee is ready to return to work, the Employee must provide a doctor's certificate indicating that the Employee is fit for full duty as an armed security officer. During the period that the Employee is away from work, the Employee is required to turn in all uniforms and equipment. Before an Employee can return to work, the Employee must meet all contract-required qualifications. This leave shall not apply under 11.1 for breaks in service. The employee will not accrue benefits while on unpaid leave.

11.3 Military Leave

Employees in the U.S. Armed Forces Reserves or the National Guard will be granted military leave to attend required Reserve or National Guard activities, directed training and if they are activated. Employees will keep the Company informed regarding their status and required drill or training dates. The Company will be informed in writing by the Employee within ninety-six (96) hours of the Employee learning of drill or training requirements. The Union will contact Employees at the Company's request to assist in getting the required data or information. This leave shall not apply under 11.1 for breaks in service. . The employee will not accrue benefits while on unpaid leave.

11.4 Union Leave

All Union affiliated Employees shall receive eight (8) hours, per calendar month, of time off in order to attend to their Union duties (barring an emergency). However, extensions of time may be granted in writing by mutual agreement between the Project manager and the UGSOA. Union affiliated Employees are defined as the officially appointed or elected President, Vice President, Treasurer, Secretary, and Shop Stewards. Time off to attend to Union duties shall not be paid by the Company but by the Union at the Employee's regular rate of pay. This time is not cumulative and must be utilized within the current calendar month. The Union President, Vice President or Business Agent is

required to submit the required documentation in accordance with the established Company procedures, on behalf of the Employee in attendance.

11.5 Funeral Leave

In the event of death in the immediate family, the Employee will be granted three (3) days of emergency leave with pay. The three (3) days of funeral leave will not include the Employee's regular days off. One of the three (3) days of funeral leave must be the day of the funeral. For the purpose of this section, the immediate family is defined as the father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, spouse, children, and stepchildren of the Employee. A copy of the death certificate, obituary, or funeral program and proof of relationship must be provided the Company upon the Employee's return from funeral-leave.

11.6 Family Medical Leave

The Family Medical Leave Act of 1993 and any State or District of Columbia FMLA provisions are incorporated herein by reference.

11.7 Processing Vacations and Leave

The Employee in writing, using the Company provided form, must submit requests for vacation or a leave of absence. All requests except for funeral or emergency leave will be submitted to the Employee's supervisor at least thirty (30) days prior to the first date of leave. Employees with one (1) year or less of service may submit their request up to forty-five (45) days prior to the first date of leave. Employees with over one (1) year of service may submit their request up to sixty (60) days prior to the first date of leave. Approvals for vacation will be based on an Employee's seniority.

Approval or denial of the requested leave will be returned to the Employee within ten (10) days. Approval or denial of funeral or emergency leave will be provided within twenty-four (24) hours. All vacations and leaves are subject to cancellation due to operational requirements and emergencies. However, Employees who have been granted leave and can provide proof of pre-paid vacation plans will be allowed to take their previously approved leave.

Extensions of vacation or leave of absence will be considered and processed on a case-by-case basis. Decisions will be based on operational needs, requests from other Employees, and vacation entitlements due the requesting Employee.

11.8 Jury Duty

Employees called for jury duty will be granted time off for jury duty and will be paid \$37.50 per day or the State and Federal mandated amount, whichever is greater, for any scheduled day of work missed while on jury duty. Proof of days served on jury duty must be provided to the Company to receive payment.

11.9 Voting

The Company and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are required to notify their supervisor of any schedule conflict. Work schedules will be adjusted to accommodate Employees' voting. Employees are reminded that voting locations are generally open in excess of twelve (12) hours on Election Day and that voting can take place prior to or after scheduled work.

11.10 Personal/Sick Leave

All employed full time members of the CBU will receive one personal/sick leave day (eight (8) hours) for every two (2) month period worked.

All employed, part-time members of the CBU will receive a prorated portion of one personal/sick leave day for every two (2) month period worked.

Personal/sick days will be taken as whole days (eight (8) hours).

Personal/sick days will be paid at the Employee's regular rate of pay for eight (8) hours of work. The personal/sick day will be listed on the Employee's time sheet by the Employee.

Employees taking a personal/sick day are required to arrange the time off with their supervisor prior to taking the time off or to utilize the normal call in procedures if the time off was not planned in advance. Employees failing to make prior arrangements or not calling in prior to the start of their scheduled duty will be charged with a No Call No Show violation.

Employees can carry over two personal/sick days into the next year period. Any days not used or carried over will be paid out at the end of the year period. Payments will be made during the next full pay period after the year period ends.

ARTICLE XII - EQUAL OPPORTUNITY (NON-DISCRIMINATION)

12.1 Intent

In connection with the performance of work under this agreement, the Company and the Union agree not to discriminate against any Employee or applicant for employment because of race, religion, color, creed, marital status, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender, age, or national origin or ancestry. The aforesaid provisions shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection of training, including apprenticeship.

The parties recognize the requirement that the Company, as a U.S. Government contractor, adopt an affirmative action plan that includes goals, objectives, and timetables for the recruitment, employment, and training of minority Employees, handicapped Employees, Employees who are disabled veterans, and veterans of the Vietnam Era.

The parties agree to comply with all applicable Federal laws and executive orders pertaining to non-discrimination and equal opportunity employment. The Company agrees to post, in conspicuous places available to Employees and applicants for employment, notices provided by the appropriate contractual regulatory agencies setting forth the provisions of the Equal Opportunity requirements.

The provisions of this Article will not operate to violate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an Employee because of the exercise of the rights granted by Section 7 of the National Labor Relations Act, as amended.

ARTICLE XIII - WAGES AND BONUSES

13.1 General

Wages will be paid and become effective as depicted in Article XXIII. Changes in pay rates as a result of promotions to the next classification will be effective on the date of promotion.

13.2 Bonus Criteria (Full Time Employees)

To qualify for the bonus, Employees must work a weekly average of thirty-four (34) hours, paid at the straight time rate, during the three (3) month period. For the purpose of this section, authorized posts, vacation, training, funeral leave or authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours worked.

During the three (3) month period, Employees may have no more than one (1) non-medical call-off, one (1) medical call-off, and two (2) late violations to remain eligible.

During the three (3) month period, Employees may have no disciplinary action that results in a suspension as outlined in the Inter-Con Disciplinary Policy.

During the three (3) month period, the Employee must have the specific clearance level and/or deputation for the entire period to qualify for the full bonus. Bonuses will be prorated over the bonus period based on when the Employee receives the required clearance and/or deputation. All clearances and deputation must be issued and ERT and K-9 Training must be completed for and in compliance with the DOS standards for each item. All clearances must be Final Secret or Final Top Secret in order to qualify. Interim clearances do not qualify.

Bonus payments will be made during the second full pay period following the end of the bonus period.

13.3 Bonus Criteria (Part-Time Employees)

To qualify for the bonus, Employees must work a weekly average of eighteen (18) hours, paid at the straight time rate, during the three (3) month period. For the purpose of this section, authorized post hours, vacation, training, funeral leave or authorized National Guard or Reserve Annual Training up to eighty (80) hours per year count as hours.

During the three (3) month period, Employees may have no more than one (1) non-medical call-off, one (1) medical call-off, and two (2) late violations to remain eligible.

During the three (3) month period, Employees may have no disciplinary action that results in a suspension as outlined in the Disciplinary Policy.

During the three (3) month period, the Employee must have the specific clearance level and/or deputation for the entire period to qualify for the full bonus. Bonuses will be prorated over the bonus period based on when the Employee receives the required clearance and/or deputation. All clearances and deputation must be issued and ERT and K-9 Training must be completed for and in compliance with the DOS standards for each item. All clearances must be Final Secret or Final Top Secret in order to qualify. Interim clearances do not qualify.

Bonus payments will be made during the second full pay period following the end of the bonus period.

13.4 Wellness Bonus

The wellness bonus is provided to active members of the CBU for the purpose of maintaining their physical well being and remaining physically fit as defined by the contract. Employees will be eligible to receive the quarterly wellness bonus payment provided they have met the Department of State contract height and weight requirements during that quarterly bonus period. Qualification will be verified prior to the quarterly payments.

Part-time members of the CBU will receive a prorated portion of the wellness bonus for their first eligible quarter. Newly employed full time and part-time members of the CBU will become eligible to receive this benefit on the 1st or the 16th of the month after their date of hire.

The wellness bonus is paid at \$1000.00 for a period year and is paid on a quarterly basis at the end of each quarter. The bonus amounts represent gross dollars and subject to taxes. Payments will be made during the next full pay period after the quarter ends. The criteria for the wellness bonus will be posted and remain, in Armories, Break rooms, and on Union Bulletin Boards.

13.5 Wages for Future Work Sites

Regular work wages for future work sites. When future work sites are added to the contract between the Department of State and Inter-Con, that do not have an established regular wage stated in this agreement, the following procedure will be adhered to. The official U.S. Department of Labor Wage Determination for the District of Columbia, Maryland, and Virginia, Guard II category, will be compared to the NCR Officer rate listed in enclosure (1) of this agreement. The percentage of difference between the two (2) rates will be applied to the official government wage determination, Guard II category, for the new work site. The percentage difference is calculated as follows: (CBU stipulated wage rate for NCR Officer minus the Wage Determination, Guard II category), divided by (the Wage Determination, Guard II, wage rate.) The resulting rate will become the regular wages for Employees working in that category at the new work site. The percentage of difference between the NCR Officer and the position of Sergeant, or Lieutenant, in the NCR, will be applied to the wage rate of the Officer position at a new work site to determine the corresponding wage rate for a Sergeant, or Lieutenant, at the new work sites.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 Discipline/Discharge for Just Cause

Employees may be disciplined or discharged for just cause. In the event of a discharge or disciplinary action by the Company, the Employee will be given a written reason for the Employee's discharge or disciplinary action. Upon receiving the written reason for the disciplinary action, the employee will be provided with an opportunity to respond to the charge in writing. In the event of disciplinary action by the Company, in which the Company requests the presence of the Employee, the Employee will be provided Union representation if it is requested by the Employee. The Company agrees to give the Union two (2) business days to arrange for a Shop Steward or other Union Official to attend the meeting.

In the event of a discharge or disciplinary action by the Company, the Company will give the employee notice of the violation prior to the issuance of official discipline in the form of a "Notice of Violation". The notice of violation is not disciplinary action. The employee will have the opportunity to respond to the charge in writing on the "Notice of Violation" form. The Company will take a written employee response into consideration when reviewing the incident and determining if official discipline is warranted.

Should it be determined that discipline is warranted at the level of a suspension based on the Inter-Con Services Corporation Policy Statement of Disciplinary Action, the company will notify the employee of the suspension in writing, upon final determination of disciplinary action. Every effort will be made to schedule an employee's suspension in a timely fashion, however, suspensions will be scheduled in a manner that minimize financial and operational impact to the contract.

14.2 Union Bulletin Board

If space is available, it will be provided for a Union bulletin board for the exclusive use of the Union and for the purpose of posting Union notices. Union notices shall encompass such subjects as meetings and Union elections, appointments and results of Union elections, recreational and social affairs, and miscellaneous announcements. The bulletin board will not be used for disparaging propaganda of any kind, nor will it be used for the posting of political matters, advertising, or for notices adversely reflecting upon the Company. All postings will be cleared with the Project Manager prior to posting.

14.3 Required Licenses and Permits

Employees are required to obtain and renew all required licenses and permits necessary to perform their required security duties. All costs associated with this process will be paid by the Employee. For officers selected by the Company to obtain permits in Maryland, all costs associated with the application for the Maryland Guard Card and Handgun Permit will be paid by the employer. All applications for licenses and permits will be processed in a timely manner. Copies will be provided to the Employees' supervisors immediately after completion. When licenses and permits are received by the Employee, the Employee will immediately notify the supervisor and provide a copy of the license or permit. The Union will contact the Employees at the Company's request to assist in getting the required data or information.

14.4 Relief Policy

Employees shall remain on their posts until properly relieved, or released by their supervisor.

14.5 Travel Expenses

When Employees are assigned to work outside of their normal work region, the Company will provide per diem to the Employee. When an Employee is required to work and/or travel out of their normal region for more than thirteen (13) hours the Employee will be allowed to stay over night. All actual travel hours between guardmount and arrival at the hotel or work site during outbound trips and from the hotel or work site to the arriving airport during inbound trips and normal work hours will be counted as hours worked, with the appropriate overtime wages as applicable. Employees will be reimbursed for any authorized expenditure during travel during the next full pay period following the submission of the travel voucher.

ARTICLE XV - UNIFORMS

15.1 Uniform Policy

The Company shall continue its present policy with respect to the issuance of uniforms and equipment as stipulated in the contract between the Department of State and Inter-Con. The uniform maintenance allowance associated with this agreement will be paid at the rate of \$0.50 an hour, for up to forty (40) hours per week, for the life of this agreement. Uniform maintenance is only paid on authorized post hours worked at the straight time rate or training which is performed in uniform. Uniform maintenance is not paid on hours associated with overtime, double time, vacation, personal/sick leave, funeral leave, jury duty, military duty, Union leave, gear up and gear down, or holiday hours.

ARTICLE XVI - HEALTH AND WELFARE

16.1 Health and Welfare Policy

For the life of this Agreement, the Employer will make health and welfare payments to Employees for up to forty (40) hours per week in accordance with enclosure (3). Health and Welfare payments are only paid on authorized posts or training hours worked at the straight time rate. Health and Welfare payments are not paid on hours associated with overtime, double time, vacation, personal/sick leave, funeral leave, jury duty, military duty, Union leave, gear up and gear down, or holiday hours.

16.2 Form of Health and Welfare

The Employee's Health and Welfare entitlements will be paid in cash.

ARTICLE XVII - SAFETY

17.1 Safety Policy

It is the intention of the Company to provide Employees with a work place and conditions of employment that are free, or protected against, occupational safety and health hazards. The Company agrees to permit one bargaining unit member, selected by the Union, to participate in any Company scheduled safety meetings. Any Company-required safety equipment will be furnished by the Company at no cost to the Employees.

17.2 OSHA Standards

The Company will inform the Department of State of any violations of known OSHA standards associated with the Employee's work place.

ARTICLE XVIII - SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

18.1 General

The parties recognize that they are providing security services to the Department of State and that those services are directed by the Department of State. In the event that a Government directive necessitates a deviation from the obligations or procedures contained in this agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government directive with the goal of resolving the deviation.

ARTICLE XIX - SEPARABILITY OF THE CONTRACT

19.1 General

Should any provision or provisions of this agreement be rendered or declared invalid by reason of U.S. Government cancellation of existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this agreement shall not invalidate the remaining portions hereof and the said remaining portion shall remain in full force and effect. Furthermore, if any of the aforementioned activities take place, the parties agree that there shall be no suspension of work in any manner whatsoever by the Employees while a resolution is developed and agreed to by the Company and the Union. This provision is enforceable independently. The jurisdiction of any dispute will be the U.S. District Court of Northern Virginia.

ARTICLE XX - ENTIRE AGREEMENT

20.1 General

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 bargaining, that all understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this agreement, and that, therefore, during the life of this agreement, neither shall be obligated to engage in bargaining regarding any other topic.

ARTICLE XXI - DURATION

21.1 General

This agreement shall be effective as of September 15, 2007, and shall remain in full force and effect until September 14, 2008; and from year-to-year thereafter unless notice is given, in writing, of a desire to modify or terminate this agreement by either party sixty (60) to one hundred-twenty (120) days prior to the expiration of this agreement.

ARTICLE XXII - EMPLOYER-UNION COOPERATION

22.1 General

It is agreed by the parties that periodic meetings between their representatives will promote and enhance understanding on matters of mutual concern.

It is further agreed that other meetings between the Union and management officials at any level may be scheduled whenever the need arises. The party requesting such meeting will give reasonable notice to the other party concerning the subject of the meeting.

22.2 Management Rights

Except as expressly limited by the specific undertakings expressed in this agreement, the company shall continue to have the right to take action it deems appropriate in the management of it's employees and operation of the business in accordance with it's exclusive judgment.

ARTICLE XXIII – WAGE TABLE

Wages	Effective Date
NATIONAL CAPITOL REGION (DC, MD, VA)	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$31.24
Uniformed Security Sergeants (armed)	\$27.78
Patrol Officers (armed)	\$23.14
K-9 Officer (armed)	\$23.14
K-9 Sergeant (armed)	\$27.78
ERT Lieutenant (armed)	\$31.24
ERT Sergeants (armed)	\$27.78
ERT Officer (armed)	\$23.14
Blocker Vehicle Drivers (unarmed)	\$15.84
Diplomatic Security Assistant (unarmed)	\$17.97
NEW YORK, NY	9/15/2007
Security Sergeant (armed)	\$32.37
Patrol Officers (armed)	\$26.98
PORTSMOUTH, NH	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$24.64
Patrol Officers (armed)	\$18.26
LOS ANGELES, CA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$37.85
Patrol Officers (armed)	\$28.03
MIAMI, FL	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$27.31
Patrol Officers (armed)	\$20.23
CHARLESTON, SC	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$23.74
Patrol Officers (armed)	\$17.58
Security Sergeant (armed)	\$21.09

SAN FRANCISCO, CA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$34.41
Patrol Officers (armed)	\$25.50
HOUSTON, TX	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$37.77
Patrol Officers (armed)	\$27.99
BOSTON, MA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$30.89
Patrol Officers (armed)	\$22.40
SEATTLE, WA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$29.85
Patrol Officers (armed)	\$21.65
PHILADELPHIA, PA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$32.88
Patrol Officers (armed)	\$24.34
CHICAGO, IL	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$34.08
Patrol Officers (armed)	\$25.25
NEW ORLEANS, LA	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$23.32
Patrol Officers (armed)	\$17.27
HONOLULU, HI	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$27.38
Patrol Officers (armed)	\$19.83
STAMFORD, CT	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$27.14
Patrol Officers (armed)	\$20.11

GOLDBUG, KY	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$20.05
Patrol Officers (armed)	\$14.86

FORT LAUDERDALE, FL	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$27.31
Patrol Officers (armed)	\$20.23

DENVER, CO	9/15/2007
Site/Sector Supervisor, Lieutenant (armed)	\$33.04
Patrol Officers (armed)	\$24.48

ARTICLE XXIV – BONUS TABLE

Potential Annual Qualification Bonus

Bonus	NAC	Secret	Top Secret	U.S. Dep Marshall	TS + Marshall	TS SCI	TS SCI + Marshall	Dog Handler	ERT (
NCR (MD, DC, VA)									
Lieutenant	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Sergeants	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Officers	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
K-9 Officer	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Diplomatic Security Assistants	\$500.00	\$1,000.00							
Security Drivers	\$500.00								
NYR									
Sergeant	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Officers	\$500.00	\$1,000.00	\$3,000.00	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
NHR									
Lieutenant	\$500.00	\$750.00							
Officers	\$500.00	\$750.00							
LAR									
Lieutenant	\$500.00	\$750.00							
Officers	\$500.00	\$750.00							
Miami, FL									
Lieutenant	\$500.00	\$750.00							
Officers	\$500.00	\$750.00							
SCR									
Lieutenant	\$500.00	\$750.00							
Sergeant	\$500.00	\$750.00							
Officer	\$500.00	\$750.00							
SFR									
Lieutenant	\$500.00	\$750.00							
Officers	\$500.00	\$750.00							
Houston, TX									
Lieutenant	\$500.00	\$750.00							
Officer	\$500.00	\$750.00							
Boston, MA									
Lieutenant	\$500.00	\$750.00							
Officer	\$500.00	\$750.00							
Seattle, WA									
Lieutenant	\$500.00	\$750.00							
Officer	\$500.00	\$750.00							
Philadelphia, PA									
Lieutenant	\$500.00	\$750.00							

Officer	\$500.00	\$750.00
Chicago, IL		
Lieutenant	\$500.00	\$750.00
Officer	\$500.00	\$750.00
New Orleans, LA		
Lieutenant	\$500.00	\$750.00
Officer	\$500.00	\$750.00
Honolulu, HI		
Lieutenant	\$500.00	\$750.00
Officer	\$500.00	\$750.00
Stamford, CT		
Lieutenant	\$500.00	\$750.00
Officer	\$500.00	\$750.00
KYR		
Lieutenant	\$500.00	\$750.00
Officers	\$500.00	\$750.00
Fort Lauderdale, FL		
Lieutenant	\$500.00	\$750.00
Officers	\$500.00	\$750.00
Denver, CO		
Lieutenant	\$500.00	\$750.00
Officers	\$500.00	\$750.00

ARTICLE XXV – HEALTH & WELFARE TABLE

Health and Welfare	Amount
September 15, 2007 - September 14, 2008	\$3.16

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR REPRESENTATIVES TO SIGN THIS AGREEMENT AS FULL ACKNOWLEDGEMENT OF THEIR INTENTIONS TO BE BOUND BY THIS AGREEMENT.

FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA

JAMES CARNEY

DATE: _____

FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA LOCAL #43

HERB WATCHINSKI
BUSINESS AGENT

FOR:
UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA LOCAL #43

ART CARTER
PRESIDENT

FOR:
INTER-CON SECURITY SYSTEMS, INC.

GERARD NEVILLE
VICE PRESIDENT

DATE: _____

JOANNE MYERS
OPERATIONS MANAGER
DATE: _____

DATE: _____