

COLLECTIVE BARGAINING AGREEMENT

between

INTER-CON SECURITY SYSTEMS, INC.



SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 49 & LOCAL 6

in effect from

AUGUST 19TH, 2019

— *through* —

SEPTEMBER 30TH, 2023

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PREAMBLE

This Agreement is by and between Inter-Con Security Systems, Inc. (the “Company”), and Service Employees International Union (SEIU) Local 49 and SEIU Local 6 (the “Union”). This Agreement covers all applicable Security Officers employed in support of Contract number 0063659 between Inter-Con Security Systems, Inc. and the Bonneville Power Administration whereby Inter-Con Security Systems, Inc. provides security at federal facilities in the United States. The non-economic portions of this Agreement are effective upon ratification and the economic portions of this Agreement are effective October 1, 2019. The Agreement expires on September 30th, 2023.

ARTICLE 1: EQUAL OPPORTUNITY (NON-DISCRIMINATION)

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.

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 2: SCOPE OF UNION RECOGNITION

Section 2.1 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 0063659.

At present, persons working under the following classifications are considered Employees covered for the purposes of this Agreement: The unit is defined as all full-time and part-time position Security Officers, including personnel assigned as alarm monitor station officers, NERC/CIP officers and Supervisors employed by the Company on the BPA Contract, represented by SEIU Local 49 and SEIU Local 6 members, in the States of Oregon and Washington, excluding supervisory, office clerical employees and professional employees as defined in the National Labor Relations Act.

Any Employee with the title "Lieutenant" or similar title shall be included in the bargaining unit only if they do not meet the statutory definition of a supervisor under the National Labor Relations Act and such Supervisors or Employees with similar titles shall not be responsible for exercising independent judgement in the direction of work of other employees or have the ability to hire, fire, discipline, or adjust grievances of another employee.

Section 2.2 Intent

It is the intent of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations that will be applied and interpreted fairly 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 contract 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.

The Company intends to follow local, state, and federal law in connection with this Agreement. Employees may be entitled to wages, benefits, and/or working conditions under local, state, or federal law that are not covered by this Agreement. To the extent such wages, benefits and/or working conditions are available to Employees in a specific locale, such entitlements will be provided to the extent that they have not been altered or waived pursuant to this agreement.

Section 2.3 Definitions

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

Agreement: This Collective Bargaining Agreement (CBA).

Agreement Term: Initial CBA effective dates and any extensions thereto.

Break: A relief period provided to and Employee during a shift.

Business Day(s): Monday through Friday excluding holidays and government mandated changes and closures.

Client: Bonneville Power Administration

Company: Inter-Con Security Systems, Inc.

Contract: Contract Number 00063659 between Inter-Con Security Systems, Inc. and the Bonneville Power Administration (BPA) to provide Security Officer services in the United States.

Date of Hire: The first date of earnings from staffing a post on this Contract as an Employee for the Company, or as an employee for any predecessor Company.

Employee: An Inter-Con Security Systems, Inc. assigned to the Contract.

Full-Time Employee: An Employee who is designated as a Full-Time Employee by the Company, defined as an Employee regularly scheduled to work for 30 or more hours a week.

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

Holidays: Those days specifically designated in Article 16.

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

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

Lieutenant: A uniformed guard position providing administrative functions including contract log and incident report reviews, inventory control duties, and other non-supervisory functions.

Overtime: Wages paid at the rate of one and one-half (1 1/2) times the Employee's regular rate for all hours worked in excess of forty (40) hours per workweek.

Part-Time Employee: An Employee who is designated as a Part-Time Employee defined as an employee regularly scheduled to work less than 30 hours a week.

Probationary Employee: An Employee with ninety (90) days of employment from the date of hire.

Regular Hours: Any hour actually worked on a billable post, up to 40 hours per week and up to 2,080 hours per year.

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

Straight-Time Hours: Straight-time hours include regular hours worked, vacation actually taken, personal days actually taken, training hours, and holidays taken. Straight-time hours do not include hours paid at overtime and double-time rates, or vacation and personal days cash out (i.e., "paid in lieu").

Union: Service Employees International Union, Local 49 and SEIU Local 6

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

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

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

Section 2.4 Negotiating Committee

The Company agrees to recognize a Negotiating Committee selected by the Union to represent the Employees in collective bargaining negotiations. If necessary, the Company agrees to release these individuals from duty assignments to participate in collective bargaining negotiations so long as it does not impact the Company's ability to perform the duties required by the Contract. 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.

ARTICLE 3: PROBATIONARY PERIOD

All new Employees hired after the effective date of this Agreement shall not be considered regular Employees of the Company until after a probationary period of one hundred and eighty days (180)- During the probationary period the Employees will be represented by the Union and will be covered by all of the terms and conditions, unless otherwise noted herein, of this Agreement but may be discharged or otherwise disciplined without recourse to the grievance procedure in this Agreement.

ARTICLE 4: UNION SECURITY AND MEMBERSHIP

Section 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 thirty (30) days after the thirtieth (30th) day following the Employee's date of hire, whichever is later. As a further condition of continued employment, an Employee shall remain a member of the Union, except as otherwise provided in this Article.

Section 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 agency fees, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). The obligations set forth in this Article shall only be effective to the extent permitted by controlling law.

Section 3.

In the event that a legal challenge to any provision of this Article is formally filed with an agency or court of competent jurisdiction, and that agency or court of competent jurisdiction accepts the legal challenge, the Company may suspend its obligations under this Article "as specifically ordered to do so" pending the formal decision of the agency or court of competent jurisdiction in reference to filed legal challenge. This action will only be taken after conferring on the matter with the Union.

Section 4.

In the event the Union requests discharge of an Employee in a non-right to work state for failure to comply with the provisions of this Article, it shall serve written notice on the Company 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. Pursuant to this section, before an Employee is discharged for non-compliance the Employee must first be notified by the Union in writing, via registered mail to the last address the Employee has on file with the Company, to pay the prescribed initiation fee and/or Union dues. The Union, upon requests from the Company, will provide proof of such notice being delivered to the Employee. If the Employee pays the delinquent initiation fee and/or Union dues within two (2) weeks after receipt of notification, the Employee will not be discharged. In the event the Union subsequently determines that the Employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be required to discharge that Employee.

Section 5.

An Employee shall be required, as a condition of employment in a non-right to work state, to pay money to the Union, or to become a member, or continue membership in the Union.

Section 6.

The Company will deduct Initiation Fees, Union Dues and Agency Fees from the wages of Employees who voluntarily authorize the Company to do so on a properly executed Union authorization for check-off of dues form or applicable payroll deduction form provided by the Union. Such deductions shall be made from the first paycheck received in which the Employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted shall be remitted to the Union within fifteen (15) days after the final paycheck received in a calendar month.

Section 7.

The Union will promptly furnish to the Company a written schedule of the Union Dues, Initiation Fees, and Agency Fees. The Union also agrees to promptly notify the Company in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) day of the month proceeding the date that deductions are to be made. The Company agrees to deduct from the employee's paycheck all Initiation Fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") or American Dream Fund ("ADF") upon presentation by the Union of individual authorizations as required by law, signed by the employees directing their Company to make such deductions from the employee's paycheck each month. The Union will furnish the Company a written schedule of the employee elections into the COPE or ADF programs. Employees will be permitted to make changes to their participation elections of this COPE and ADF programs in March or September of each year. No other changes will be permitted throughout the year. The Company will transfer the deducted funds to the Union ten (10) days after the second pay date each month.

To the extent "written authorization" is used in this Agreement, the parties acknowledge and agree that "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Company shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

Section 8.

Upon demand of the Company, the Union agrees to defend and indemnify the Company against any loss or claim, which may arise as a result of the Company's compliance with the Union membership or check off Articles. In addition, the Union agrees to return to the Company any erroneous or improper overpayment made to it.

Section 9.

Upon execution of this Agreement, the Company will provide to the Union in writing the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each Employee working at the locations subject to this Agreement. This information shall be transmitted electronically.

Employees shall notify the Company in writing of their proper mailing address, email address, home and primary contact phone numbers. The Employees will notify the Company of any change of name, home or email address, phone number, or other pertinent data on the first returned day to work after the change. Notifications will be made to the Employee's immediate supervisor and to the District Supervisor. 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.

Section 10. Informing New Employees

The Company shall make known to any new hire his or her obligations under this provision, and present such new hire at that time, union membership materials including a membership application and voluntary payroll deduction authorization.

The Company shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each new Employee engaged by the Company subject to this Agreement. This information shall be transmitted electronically.

The Employer will provide a "New Membership Information" packet to the Employee. The Union shall be responsible for providing sufficient copies of the materials for the packet to the Company. During training at non-client facilities and onsite trainings where there is no client objection the Company will help facilitate an initial meeting between bargaining unit members and a Union Representative or Union Steward. When possible this will be done in conjunction with an initial orientation period or in conjunction with a safety or other training session.

Section 11. Information on Membership and Worksites

On a monthly basis, the Company shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location, personal email address, if known, and address and primary telephone number. Every six months upon request by the Union, the Company shall electronically provide the Union a list of all of its Employees covered by this Agreement providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number, and personal email address, if known. This information shall be transmitted electronically.

ARTICLE 5: MANAGEMENT RIGHTS

The management and operation of the business of the Company and the direction of the workforce are rights vested exclusively in the Company, unless expressly abridged by the terms of this Agreement. These rights include, but are not limited to, the following:

- A. Making and enforcing rules to assure orderly and efficient operations.
- B. Determining Employee's qualifications and competencies and the right to hire, transfer, promote or demote.
- C. Suspending and discharging.
- D. Determining the existence of a lack of work, and laying off for lack of work.
- E. Performing bargaining unit work as necessary due to unanticipated emergency circumstances.
- F. Determining the processes, techniques, methods and means by which services are provided.
- G. Assigning work.
- H. Terminating, merging, or selling the business, or any part thereof.
- J. Determine when Overtime shall be worked.

Any rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 6: UNION RIGHTS

Section 1. Bulletin Boards

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 partisan political matters, advertising, or for notices adversely reflecting upon the Company. The Union agrees to adhere to the Client's request to remove or alter any postings.

Section 2. Rights of Enforcement

A. Union Visitation

Official representatives of the Union shall be allowed to visit locations served by the Company, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the Client's business, the Company's operation, or the Employee's performance of work, and there is no objection by the Client. Any Union official who wishes to visit or contact Employees while on the job shall provide advance notification to the Company's management

of his/her intention to do so prior to their anticipated arrival on the job site or the Company's office with four (4) business days notification and specify the property he or she wants to visit. The Union shall not use public areas to circumvent the intent of this article in terms of providing otherwise required notice before meeting with Employees on the clock. The Union acknowledges the Client reserves the sole authority to grant or deny access to any client facility.

B. Stewards

Stewards shall have reasonable freedom to perform their duties during non-working time, provided that there shall be no interference of any type or manner with the conduct of the Client's business, the Company's operation or the Employee's performance of work and there is no objection by the Client. The Union shall notify the Company in writing of the names of all Stewards at the time of selection. Any change in Shop Stewards will also be communicated in writing to the Company. No meeting can take place in any Client location without prior permission of the Company.

ARTICLE 7: NO STRIKES, PICKETING OR OTHER INTERRUPTION OF WORK/ NO LOCKOUTS

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 Company's or Client's operations for any reason whatsoever, nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination.

During the life of this Agreement, the Company shall not lockout any Employees covered in this Agreement. **This Article will no longer be in effect beginning August 1st, 2023, through September 30th 2023, or until the parties reach a successor Agreement.**

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose

For the purpose of this Agreement, a Grievance is any difference or dispute between the Company and the Union, an Employee or group of Employees concerning the interpretation or application of this Agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

Section 2. Procedure to File a Grievance

The procedure for handling a Grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that Grievances involving disciplinary suspensions, transfers, or terminations may be initiated directly at Step 3.

Step 1.

The Union and the Contract Manager shall attempt to resolve any disputes or differences covered by this Article at the time they arise or as soon as practicable thereafter. In the event they are unable to resolve the issue, the Grievance shall be reduced to writing by the Union, signed by the grievant and submitted to the Company's designated representative within ten (10) Business Days from when the grievant knew or should have known of the facts giving rise to the Grievance.

Step 2.

All Grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union representative and the Company representative, who shall not be the person who participated in Step 1 on behalf of the Company, to be scheduled within ten (10) Business Days of the written Grievance. A written decision by the Company shall be rendered within ten (10) Business Days of the Step 2 meeting. If the Grievance is not deemed resolved after the Step 2 meeting, the Union shall request, in writing, a Step 3 meeting within ten (10) business days of the Company's Step 2 written decision.

Step 3.

Following a request for a Step 3 meeting, the Union representative and the Company representative, who shall not be the person who participated in either Step 1 or Step 2 on behalf of the Company, shall meet within ten (10) Business Days. A written decision by the Company shall be rendered within ten (10) Business Days of the Step 3 meeting. For all discharge and suspension Grievances, the designated Union representative will request, in writing, a meeting with the designated Company representative. Once requested by the Union, the parties will meet within ten (10) Business Days of the receipt of the Grievance notice in an attempt to resolve the issue.

All Grievances not resolved at Step 3 may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union and the Company. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Company's Step 3 written decision.

Section 3. Arbitration

The parties agree to utilize the Federal Mediation and Conciliation Service to select arbitrators to decide all Grievances submitted to arbitration. An arbitrator shall be selected pursuant to the Federal Mediation and Conciliation Service Rules for Labor Arbitrations.

- A. The parties will make every effort to have the arbitration scheduled as soon as practicable.
- B. Within fifteen (15) Business Days after receipt of the Union's written notice to proceed to arbitration, the Union shall schedule a telephone call with the Company in a joint attempt to agree upon the selection of a neutral arbitrator.

- C. The arbitrator's fees and expenses, including the cost of any hearing room, shall be borne by the non-prevailing party to the arbitration. The arbitrator shall designate the prevailing party and that party shall be designated in the arbitrator's decision or award. Each party to the arbitration will be responsible for all of its own additional expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. If either party asserts that the dispute or difference is not properly a "Grievance", the fact that the Grievance has been dealt with under the contract Grievance machinery shall not be considered by the Arbitrator in determining whether or not the Grievance is arbitrable.
- E. If an arbitrator cannot be agreed upon and selected as defined in Article 8, Section 3.b. above, the parties intend that the arbitration shall be governed by the Federal Arbitration Act (FAA). The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the arbitrator shall be final and binding upon the Union and the Company. The arbitrator shall have no authority to add to, or modify, any of the terms of this Agreement.
- F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

Section 4. Time Limits

- A. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.
- B. If the Company fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the Grievance procedure.
- C. If the Union fails to process a Grievance, in writing, within the time limits prescribed, the grievance shall be considered dropped by the Union and the Company is not required to take any further action.
- D. Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limitations and procedures set forth above.

Section 5. Company Initiated Grievances

The Company shall have the right to initiate Grievances at Step 3 and those Grievances must be submitted in writing to the Union within fifteen (15) Business Days after the Company knew or should have known of the incident or occurrence giving rise to the Grievance.

Section 6. Exclusivity

The Union and the Company intend that the Grievance and arbitration provisions in the Agreement shall be the exclusive method of resolving all disputes between the Company and the Union and the Employees covered by this Agreement unless otherwise set forth or required under applicable law. Such disputes include wage and hour claims or disputes which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, personal time pay, and all other wage hour related matters. The parties agree that any Employee's or Employees' wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the Employees (by and through the Union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.

ARTICLE 9: DISCIPLINE STANDARDS

Section 1. Just Cause

Employees may not be discharged or disciplined except for just cause. Any Employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request, the Union shall be provided with a copy of the notice to the Employee of discipline or discharge.

Section 2. Representation

All employees shall have the right to have a Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Steward or Union Representative.

For the purpose of this section and to allow for the timely response to an immediate and significant threat to the security of the United States or the safety of individuals, the presence of the Steward during the investigation of that threat will not be required as long as the threat exists.

Section 3. Progressive Discipline

The Company and the Union recognize the provisions of progressive discipline (i.e. Memorandum for the Record, Letter of Reprimand, and degrees in terms of suspensions prior to termination where warranted). The Company and the Union also recognize that even in progressive discipline, some offences are classified as egregious and warrant termination for a first offence. The Company utilizes a progressive discipline policy which is outlined in the Inter-Con Employee Handbook. 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.

Should it be determined that discipline is warranted at the level of a suspension based on the Inter-Con Disciplinary Policy, 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 Company.

ARTICLE 10: WORKWEEK AND OVERTIME

Section 1. Work Hours

For the purposes of this Article, a regular workweek of up to forty (40) hours of work shall constitute a normal full-time workweek for full-time Employees. Shift shall be defined as the start and end times of the Employee's work day. Shifts shall be designated at the discretion of the Company to fulfill the needs of the Client. Per the National Labor Relations Act, changes in shifts must be negotiated with the Union prior to implementation of any such changes unless necessary to meet Client coverage requirements. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

Every Employee shall receive a minimum of eight (8) hours in between scheduled shifts. The Company will make an effort to afford Employees a minimum of eight (8) hours in between a scheduled shift and training event. In the instances this cannot be accomplished, the Company will discuss training options with the Employee. However, the Employees and Union agree Employees must maintain all certifications and training qualifications to remain eligible for employment on the contract. For example: An Employee is scheduled to work from 1400 to 2200, the Employee shall not be required to return to duty 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.

The Company will avoid structing work to create a part time work force.

The company will not exceed the following number of positions at each site. Nothing will prohibit the Company from hiring officers to fill new permanent posts created by the client.

Ross Complex: 27

HQ: 19

Celilo: 7

Munro: 11

Positions designated as part time shall not regularly be given more than 32 hours except for the purpose of mitigating overtime hours.

Section 2. Overtime

An Employee shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours per week. Overtime will be offered by Seniority (within the worksite first) on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees.

If directed to work overtime or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is relieved of that obligation by the Company. It is expressly understood that the Company shall have the right to schedule, or not to schedule, Employees to work overtime following the provisions of this Agreement as required. When an Employee is on duty and is assigned to work additional hours, the Employee is required to remain on duty regardless of post assignment. The Company will provide as much notice as possible to on-duty Employees when requiring overtime for that shift. When an Employee is contacted while off-duty for an assignment, the Employee may refuse the assignment without retribution.

Section 3. Meal Breaks

A thirty (30) minute paid period of time, is provided to Employees who work in excess of a four (4) hour shift. If an Employee misses their meal break the Employee shall formally notify his or her supervisor using the missed break form on the same day that the Employee missed the meal break.

Section 4. Relief Breaks

There shall be two (2) fifteen (15) minute paid rest periods for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift.

The Company recognizes the requirement to make its best efforts to provide regularly-scheduled breaks. It is not the intent of the Company to avoid this requirement.

Section 5. Schedule Changes

Employees may initiate mutual changes to the published schedule by submitting the request to trade shifts in writing, using the Company supplied form and procedures. All requests must be pre-approved by the Supervisor and will affect only those named Employees.

Section 6. Workweek

The workweek is measured from 0001 hours Sunday to 2400 hours Saturday.

Section 7. Training

Employees are required to attend all training authorized by the Company. Employees will be paid their regular wage and will earn H & W benefits up to forty (40) straight time hours.

Section 8. Call-In Pay

Employees ordered to work will be paid not less than two (2) hours pay at that Employee's regular pay rate or at the start rate of pay at the site assigned, whichever is higher. The Employee must remain at the work site to receive the two (2) hours of pay or can elect to voluntarily depart without receiving the pay. However, the employer may not force the Employee to depart and forfeit the pay. This section applies to Employees called to work who, in the determination of the Employer, are not needed on the schedule.

Section 9. Payroll

Payday for all hourly Employees will be after 1:00 PM on the Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The Company will make direct deposit available.

9.A 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 unless prohibited by the laws of the state in which the Employee is assigned. All final hours, including any vacation entitlements, will be calculated immediately following the Employee's date of resignation. The submission of final hours worked is the responsibility of the Employee and should be submitted on the Employee's final day of work. Employees are expected to return all Company-issued uniforms, equipment and property.

Section 10. Facility Closure

The Company recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close a facility or a government building where its Employees are assigned. In the event that a closure occurs, Employees will **be** excused and may use vacation leave, leave without pay, or volunteer to work available hours at an open facility within their area following the seniority provisions. Voluntary assignment at an alternate worksite will not displace permanently assigned personnel at that worksite regardless of seniority dates. If the Government agrees to reimburse the Company for the time Employees would have lost as a result of the closure, the Company will pay the Employee for the lost time.

Section 11. Undisputed Errors

Neither the Company or the Employee will be allowed to go back more than twenty-four (24) months to audit, adjust, or correct undisputed errors involving vacation pay, or salary issues unless required to do so by order or in the case of a criminal action. If an error is found, the Employee shall be notified in writing prior to any deductions from his/her paycheck. In the event of an

undisputed error on the part of the Company as to the Employee's rate of pay, proper adjustment will be made in the next pay period after the error has been brought in written form to the Company's attention.

Any pay errors identified that are not the fault of the Employee, involving eight (8) or more hours of pay, will be paid on the next paycheck provided the Employee submits the discrepancy to a Supervisor by the close of the current pay period. The discrepancy must be submitted using a complete and accurate Company supplied pay discrepancy form along with supporting documentation.

Section 12. Uniforms

The Company shall provide contract required uniforms and equipment to the Employees at no cost to the Employee. Employees shall maintain the uniforms and are responsible for presenting a professional appearance.

If an Employee desires to augment the issued uniform items or equipment, the Employee can present the make, model number, and color of the desired items to the Contract Manager for review. The Company agrees to present the items to the Client within five (5) business days and if approved by the Client, the Company will allow Employees to purchase, at the Employee's cost, the items and wear them on post, if the Client authorizes the uniform or equipment items to be utilized on the contract.

All uniforms and other equipment furnished by the Company shall be returned at the time of termination of employment and in cases where the Company requires a deposit for the uniform at time of issue the Company shall return the Employee's deposit.

The Employee shall be held financially responsible for failure to return all items issued upon termination and for any damage other than normal wear and tear.

Section 13. Travel Expenses

The Company will provide advance payment of Company authorized and approved travel expense if requested by an Employee at least five (5) days prior to travel. Any workday that includes travel and totals over twelve (12) hours will require the appropriate per diem to be paid. The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee with sufficient notice and in accordance with Inter-Con's expense policy.

All hours of authorized travel up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty-one (21) days from the day the Company receives the properly completed travel voucher and all required receipts for all items not covered by the advance payment.

ARTICLE 11: SAFETY

Section 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.

Section 2. OSHA Standards

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

ARTICLE 12: TRAINING

The Company and the Union are committed to providing the Company's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.

Employees shall be required to successfully complete all training established and mandated by the Company. The Company retains sole discretion to determine the type and scope of such training. In addition, the Company may require additional training for Employees tailored to classifications that the Company may establish or for other reasons that the Company determines appropriate.

Employees shall not be required to pay for the cost of any training required by the Company. All individuals who desire to work for the Company must complete basic training prior to beginning their employment. Any time spent in post-hire training shall be paid at the officer's regular rate of pay.

ARTICLE 13: SENIORITY

Section 1. General Rules

After completion of the probationary period, an Employee shall attain seniority as of his or her original date of hire on the BPA contract. Unless otherwise provided, seniority shall be defined as an Employee's length of service on the BPA contract. An Employee's seniority as of the effective date of this Agreement shall be the Employee's Date of Hire with the Company or any predecessor Company on the BPA contract, provided that the chain of employment has not been broken. The chain of employment is broken where an Employee is separated from employment with a Company and on this contract. The burden of establishing a seniority date, if different from

the Date of Hire with the Company, shall be on the Employee and based on credible, documented proof.

Section 2. Seniority Lists

The Company shall maintain at its office a seniority list showing Employees' Dates of Hire and shall be furnished to the Union upon request.

Section 3. Break/Loss of Seniority

Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:

- A. Resignation, retirement, or voluntary termination;
- B. Discharge for cause;
- C. Voluntary promotion into any non-bargaining unit position, unless the Employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
- D. Inactive employment for any reason exceeding six-(6) months or an Employee's length of seniority, whichever is less;
- E. Failure to return to work after any leave (including recall from layoff) within two (2) business days after a scheduled date for return, unless prior written notice is received by the Company.
- F. Seniority shall not be considered broken by virtue of military service or military leave, regardless of the length of absence.

Section 4. Layoffs

In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service on the contract.

The Company will maintain a recall list. Employees who are laid off will be placed on the recall list in seniority order. The Company will give first consideration to filling vacancies to Employees on the recall list provided in the reasonable opinion of the Company the Employee is qualified, suitable, and available to work.

An Employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided in the reasonable

opinion of the Company the Employee is qualified, suitable, and available to work. An Employee will acknowledge or decline acceptance of an offered position within two (2) business days. An Employee may decline an available position that is not substantially equivalent without losing the Employee's right to fill an available position, without losing his or her position on the recall list for the duration of the remaining three (3) month period.

To the extent both practical and possible Employees shall receive ten (10) calendar days' notice from the Company of the Company's intention to lay them off. This shall not apply to Employees terminated under the discipline section of this Agreement.

When informed of the possibility of a layoff under this paragraph, the Employee shall have ten (10) days in which to notify the Company if he or she wishes to accept a position with the Company at another location. (If the Employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Company to pay the Employee for any such non-working days.) Before any other Employees are hired, the Company shall place individuals who have chosen to go onto the recall list provided in the reasonable opinion of the Company they are qualified, suitable, and available to work. Recall rights hereunder are in order of Company seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Company to place an Employee in a position for which the Employee is not qualified.

Transfers or removals of Employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article 1. (No Discrimination). The Company shall make its best effort to promptly notify the Union, where possible in advance, of any significant reductions in the number of Employees assigned to any work location covered by this Agreement.

ARTICLE 14: OPENINGS & TRANSFERS

Section 1. General

Within the bargaining unit, assignments, promotions, and the filling of vacancies shall be determined on the basis of seniority, provided that, in the reasonable opinion of the Company, the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.

Seniority shall be determinative when all other job-related factors are equal among two or more Employees who are reasonably qualified for the particular position.

The Company shall maintain a current posting of permanent bargaining unit job openings at its supervisory offices or Gear Up location showing all opening in the locations covered by this Agreement, and shall provide, upon written request by the Union, including designated Stewards, a copy of such posting or otherwise make it available to the Union.

Section 2. Job Vacancies/Transfer/Advancement List

The Company shall also maintain a bargaining unit Job Vacancy/Transfer/Advancement list at its supervisory offices or Gear Up location and shall provide a copy of the appropriate updated list to the Union upon written request by the Union, including designated Stewards. An Employee who desires to change site location, post, or shift shall put his/her name on this list indicating his/her desired shift, post, location or geographic area, and/or wage rate, as appropriate.

When a vacancy occurs in a regular position at a location covered under this Agreement, the job will be posted for a minimum of five (5) business days (excluding Saturday, Sundays, and Holidays) within the entire bargaining unit. All Part-Time Employees who have notified the contract manager, in writing of their intent to apply for a Full-Time position and who are not scheduled to work during the five (5) day period at the site where the opening occurs, and any Employee on vacation or on other approved leave will be notified by the Company. In addition to the officers who indicate interest as a result of the posting, the Company shall give consideration to the Employees on the bargaining unit Job Vacancy/Transfer/Advancement list in order of seniority whose requests match the vacant position, assuming that, in the reasonable opinion of the Company, the Employee is qualified, suitable and available for work. If none of the Employees elect to transfer or accept the vacant position, the Company shall fill the position by placing the least senior qualified Employee in the position.

An Employee who is placed in a permanent position pursuant to this procedure shall be listed on the next updated bargaining unit Job Vacancy/Transfer/Advancement list with the information on his/her placement and shall be removed from the following updated list and shall not be eligible to put his/her name on the list for a period of six (6) months.

2.1 Advancement Opportunity

In the event a bargaining unit promotional opportunity, which is defined as a “Lieutenant”, or Alarm Monitor Specialist, arises at a site covered by this Agreement, the position will be posted as outlined in Article 14, Section 2. In deciding on the Employee to be promoted, all Employees steadily employed at the job site will be considered along with other persons, with respect to the following factors:

- A. Seniority;
- B. Qualifications;
- C. Availability;
- D. Prior work record;
- E. Leadership skills; if required and,
- F. Any other required skills.

Where all factors other than seniority are equal, an Employee with the greatest seniority employed on the job site shall be selected over all others.

Opportunity for full time Employment: Part-Time Employees shall be given preference by seniority in bidding for open full-time positions, provided that, in the reasonable opinion of the Company, the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

Section 3. Assignments

The worksites for this contract are BPA HQ/Ross, and Celilo and Munro. The Company, upon a mutual written agreement with the Employee may temporarily or permanently assign an Employee to another building, or among other buildings, covered by Article 2 of this Agreement, provided that Employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 1.

For Employees temporarily assigned to Celilo, the Company agrees to pay the IRS mileage reimbursement rate for all miles driven from the Employee's home to Celilo, minus the regular miles driven from home to their regularly assigned location

If for the sole purpose of continuing uninterrupted operations, the Company may temporarily, for a period of time not to exceed one hundred and twenty(120) days, assign an Employee to another building, or among other buildings, covered by Article 2 of this Agreement, provided that Employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 1.

ARTICLE 15: WAGES

Section 1: Base Rate

Wages will be paid and become effective as depicted below:

Lieutenant

Effective Date	Base Rate
Current Rate	\$29.10
10/1/2019	\$31.73
10/1/2020	\$32.87
10/1/2021	\$34.05
10/1/2020	\$35.28

Alarm Monitor Specialist; NERC/CIP

Effective Date	Base Rate
Current Rate	\$28.35
10/1/19	\$29.58
10/1/20	\$30.65
10/1/21	\$31.75
10/1/22	\$32.89

Security Officer/Armed Guard 2

Effective Date	Base Rate
Current Rate	\$21.60
10/1/19	\$22.87
10/1/20	\$23.78
10/1/21	\$24.73
10/1/22	\$25.72

Section 2. Promotions

Changes in pay rates as a result of promotions to the next classification will be effective on the date of promotion.

Section 3- Miscellaneous Wage Conditions

- (a) Employees shall be paid no less than actual time worked;
- (b) No Reduction in Pay: No Employee shall receive a reduction in pay as a result of this contract; and
- (c) Nothing in this Agreement will limit an Employer from paying increases, and wage rates higher than those that are outlined in this Agreement.

ARTICLE 16: HOLIDAYS

Section 1. Holidays Defined

Whenever the term "holiday" is used, it shall mean: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day

Section 2. Miscellaneous Holiday Provisions

- A. A Full-Time position employee (excluding inactive Employees on leaves of absence at the time of the holiday) who is not required to work on a holiday shall be paid eight (8) hours straight time, excluding any shift premium for that Holiday.
- B. A full-time position employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in section 16.2.A.
- C. A Part-Time employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the employee is eligible for pay during the two (2) week pay period prior to the holiday period. A Part-Time employee shall be granted a minimum of four (4) hours pay per holiday. Part-Time Holiday prorating shall be based upon total non-Holiday work days in the pay period.

- D. Any Part-Time employee who works as scheduled on a Holiday shall receive the employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in section 16.2.C.
- E. In the event that the holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the holiday.
- F. An Employee who performs no work during the workweek because he is on unpaid leave of any kind is not entitled to any Holiday pay.

ARTICLE 17: VACATION

Section 1. Vacation-Eligible Employees

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 on the Contract between the Client and the Company, to provide security for the Client's 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 on the contract shall earn paid vacation entitlements at the rate of 0.038461 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 on the contract shall begin earning paid vacation entitlements at the rate of 0.057692 for all Straight-Time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

Employees employed for 12 years on the contract shall begin earning paid vacation entitlements at the rate of 0.076923 for all Straight-time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 17 years on the contract shall begin earning paid vacation entitlements at the rate of 0.096153 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 entitlement calculations will be measured from the end of the pay period in which the date of anniversary falls and shall include the twenty-two(22) previous consecutive pay periods, i.e twenty-six (26) consecutive pay periods in total. It is the intent of the parties to measure the anniversary year from the beginning of the parties to measure the anniversary year from beginning one full pay period to the end of the anniversary pay period for ease of administrative burden. (To include PTO/Vacation balance on pay stubs)

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.

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 Employee's classification base rate of pay in effect at the time the vacation is taken.

Vacations shall be paid at the Employee’s regular straight time hourly rate of pay. For Employees who work multiple classifications vacation shall be paid at the weighted average of the pay for the classifications worked.

Vacation Schedule:

Length of Service	Vacation Hours
At least 1 year of service but less than 5 years of service	Up to 80 hours per year
At least 5 years of service but less than 12 years of service	Up to 120 hours per year
At least 12 years of service but less than 17 years of service	Up to 160 hours per year
At least 17 years of service	Up to 200 hours per year

Section 2. Cash out of Vacation

Earned and awarded (post anniversary date) vacation pay may be requested at any time during the year in which the vacation benefit was awarded and will be paid in the next pay cycle.

Section 3. Scheduling Vacations

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the employee's anniversary date. Vacation bidding for Full-Time and Part Time Employees will take place starting October 1st, of each year for the following January calendar year. Vacation will be granted based on Seniority and after the results of the bidding process. During the bidding process Employees may bid on a maximum of two (2) holidays. Vacations requiring more than two (2) weeks will be considered with advanced notice to the Company. All other vacations thereafter shall be on a “first come, first served” basis.

Vacations requests will not be unreasonably denied. However, both the Employee and the Union understand the business needs and staffing requirements of the contract will be considered while determining the approval or denial of vacation requests.

Section 4. 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.

Section 5. Terminating Employees

When employment ends for any reason, Employees will be paid at the hourly rate in their final pay check for any vacation entitlements that are vested but not used as of the Employee's last anniversary date. Unless otherwise provided herein, Employees expressly forfeit any vacation time accrued but not vested as of the employee's last anniversary date prior to termination. (Example: An Employee who terminates one month into the next anniversary year is entitled to the previous year's earned and awarded vacation not already taken or paid, and not to the additional month accrued in the new anniversary period.)

Section 6. Vacation Increments

Vacation entitlements must be taken in four (4) hour increments. Requests for time off with balances of less than eight (8) hours remaining will be considered on a case by case basis.

Section 7 Accrual statements

Employees will be provided a statement at each pay period accounting for all earned but unused vacation and personal leave hours with every pay period once the Company has transitioned to a software which can facilitate the statement. In the interim, the Company will provide a spreadsheet with the information on a monthly basis.

ARTICLE 18: PERSONAL DAYS

Section 1. Accrual

Until October 31, 2018, regularly scheduled Full Time Employees shall accrue (4) personal/sick days (i.e., 32 hours) per year (November 1 through October 31) accrued at the rate of 0.01538462 of each hour worked up to 40 hours per week, to be used as the Employee desires, including any reason or circumstance covered by state, local or federal law. Article 17, Section 1, paragraph 5 notwithstanding, employees with less than one year of service will be allowed to use any vacation and personal/sick hours accrued beginning with their 90th day of employment. This combined with awarded vacation time will meet or exceed Oregon and Washington State laws.

After November 1, 2018, and in compliance with all state, local and federal law, the Employees shall accrue personal/sick time as follows:

Each Full-Time Employee shall be eligible to accrue and use a maximum of seven (7) days personal leave (PTO/sick benefits). These days will be earned during the course of the Contract Year; however the Employer will front-load the days to the beginning of each 12-month Contract Year worked. Employees who begin employment after the inception of the Contract Year will be eligible to use a prorated amount of personal leave, based on the Personal/Sick Leave Table below.

Start Date	
Start Date	Rate of Personal/Sick Time Hours
Date Employee begins working on the contract based on October 1 contract year start date.	Full Time Employee
October 1 - 31	56 Hours
November 1 - 30	51 Hours
December 1 - 31	47 Hours
January 1 -31	42 Hours
February 1 - 28 (29)	37 Hours
March 1- 31	33 Hours

Start Date	
Start Date	Rate of Personal/Sick Time Hours
Date Employee begins working on the contract based on October 1 contract year start date.	Full Time Employee
April 1-30	28 Hours
May 1 - 31	23 Hours
June 1 - 30	19 Hours
July 1 - 31	14 Hours
August 1-31	9 Hours
September 1 -30	5 Hours

At the end of the contract year (September 30 each year), the Employer will audit the hours worked (including overtime) of all employees working in Washington to ensure that those employees have been allotted a minimum of 1 hour of personal/sick leave for every 40 hours worked. If any employee is found to have been allotted less than 1 hour of personal/sick time for every hour worked, the Employer will award the employee additional hours of personal/sick time in order to achieve this ratio.

Any newly hired part time employee will be allotted 1 hour of personal/sick leave for every 30 hours worked in lieu of the above table calculation.

Section 2. Terminating Employees Reconciliation Process

Upon termination of employment, Employees will be paid at their individual hourly rate for any earned, but unused, personal/sick leave, based upon the number of hours the Employee was paid during that Government Contract Year.

If the Employee used more personal/sick leave than he/she earned based upon time paid on the contract, the Employer will deduct the difference from the Employee’s vacation cash out, in accordance with the table below.

If the Employee does not have sufficient vacation time to repay the overage from his/her vacation cash out, in Washington State only, the amount of the overage will be deducted from the Employee’s final paycheck.

Personal/Sick Leave Repayment Table	
Start Date	Rate of Personal/Sick Leave to be Deducted from Employee’s Vacation Cash-out upon Termination
Date Employee ends working on the contract based on October 1 contract year start date.	Full Time Employee
October 1 - 31	56 Hours
November 1 - 30	51 Hours
December 1 - 31	47 Hours
January 1 -31	42 Hours
February 1 - 28 (29)	37 Hours
March 1- 31	33 Hours
April 1-30	28 Hours
May 1 - 31	23 Hours
June 1 - 30	19 Hours
July 1 - 31	14 Hours
August 1-31	9 Hours
September 1 -30	5 Hours

Section 3. Use

Personal/sick days may be used for any reason articulated in Oregon’s Sick Time Law, Washington State Paid Sick Leave and/or Executive Order 13706, in addition to any use the Employee desires.

Proof of illness may be required for absences in excess of three (3) days.

Employees may use the total of any accrued and carried over (see Section 4, below) personal/sick time per year.

Section 4. Carry-Over

Employees may carry-over up to 40 hours of personal/sick leave per year. By September 15 of each Contract Year, the Employee must notify the Company, in writing, of the number of hours, up to forty (40), that the Employee desires to carry over. If the Employee does not notify the

Company of their desire to carry-over hours, the Company will make arrangements to pay the Employee for any unused personal/sick leave time. Unused and not carried-over personal/sick leave will be paid to the employee during the first full pay cycle following the beginning of the new Government Contract Year.

An Employee may not have more than 96 total hours (40 carry over and new contract year 56) at any time.

Section 5. Health and Welfare.

Health and Welfare will be paid on personal/sick leave actually taken, not paid out in lieu.

Section 6. Notice

Except where a personal/sick day is for unanticipated illnesses or injuries or other unanticipated events covered by Oregon's Sick Time Law or Washington State Paid Sick Leave, the Employee must provide five (5) business days advance notice to the Employer of his or her intention to use personal/sick leave.

Section 7. Increments

As it relates to personal/sick time covered by Oregon's Sick Time Law or Washington State Paid Sick Leave, personal/sick time may be taken in any increment necessary to accommodate the need for such paid leave, including one-minute increments. As it relates to personal/sick time not covered by Oregon's Sick Time Law or Washington State Paid Sick Leave, personal sick time may be taken in one (1) hour increments.

ARTICLE 19: PAID LEAVES OF ABSENCE

Section 1. Bereavement Leave

In the event of a death in the Employee's immediate family (parent, spouse, child, brother or sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter/son-in-law, grandparent, grandchild, aunt, uncle, domestic partner or any relative residing with the Employee or with whom the Employee resides), shall be granted up to 4 (four) days, one of which shall be paid for Employees with one (1) year or more of service. Vacation may be used with the Employer's approval. Leave must be coordinated through the Employee's supervisor.

Section 2. Distant Location

Employees who have to travel to a distant location because of the death in the Employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the unpaid leave provided for in Article 20, Leaves of Absence). Requests for such leave shall not be unreasonably denied. The Employee shall notify the Employer of the date he or she will return to work.

An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

Section 3. Jury Duty

Employees shall receive leave and wages for days served performing jury duty up to five (5) calendar days a year, pursuant to applicable law.

ARTICLE 20: UNPAID LEAVES OF ABSENCE

Section 1. Unpaid Personal Leave

Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least one (1) year. The granting of such leave is within the sole discretion of the company. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.

Section 2. Union Leave

The Employer shall provide Employees with unpaid leaves of absence for Union-related activities, where practicable. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable. At no time shall the number of personnel on Union leave negatively impact the ability of the Employer to successfully conduct the security operations of the contract.

Section 3. Accrual

Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in Section 2, Union Leave. Individuals on unpaid leave shall not accrue vacation or health and welfare benefits

Section 4. FMLA

The Employer agrees to comply with the provisions of applicable Federal and State family leave laws.

Section 5. Veterans

All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

ARTICLE 21: HEALTH AND WELFARE BENEFITS

For the term of this agreement, the Company and the Union agree that the Company will contribute all H&W monies to the Health and Welfare Benefit Program on behalf of each Employee covered by this agreement consistent with the H&W amounts and dates indicated in Appendix A of this document.

The collective plan shall be referred to as the HWBP or “Plan” or “The Plan” for the purposes of this agreement.

H&W contributions shall be set by the CBA between the parties and will be paid on all straight time hours up to a maximum of 2080 hours per year.

All H&W amounts earned by each Employee will be placed in a HWBP account under their name and shall be immediately 100% vested in the Employee. All Employees will be enrolled into and participate in the HWBP. The Union agrees that the Company may use all needed Employee information available to the Company in the normal course of business to set up these accounts.

Part time Employees are eligible to participate in each component of the “Plan” with the exception of major medical (item 1, below). H&W will be contributed to the retirement plan 401(k) component of HWBP and are not eligible for the other components of HWBP.

Full Time Employees are eligible for all components of the HWBP. Full Time Employees with coverage through another employer’s group health plan (including active or retiree major medical plans) which meets ACA minimum value standards may elect to waive the group major medical component of the HWBP with proof of said coverage and completion of a waiver form. Full Time Employees that meet the aforementioned waiver criteria may direct their H&W amount to other components of the HWBP. Full Time Employees that are eligible for the group medical plan and do not make an alternate election nor provide proof of valid other coverage during open enrollment will be auto-enrolled in the “designated default medical plan”.

For Employees enrolled in “Employee Plus Child”, “Employee Plus Spouse” or “Employee Plus Family” major medical plans (i.e., not “Employee Only”), the Company will annually set an amount of H&W funds that will be used to pay major medical premiums. The Employee will not have the option to commit an amount other than the amount established by the Company. To the extent that the established amount of H&W funds does not cover the entire cost of “Employee Plus Child”, “Employee Plus Spouse” or “Employee Plus Family” major medical plans, the balance shall be paid with regularly recurring payroll deductions.

No H&W will be used to pay any cost of dependent coverage for any other element or feature of the HWBP.

The amount of H&W that will be used to pay the cost of “Employee Plus Child”, “Employee Plus Spouse” or “Employee Plus Family” major medical plans will be established prior to open enrollment and communicated to the Union along with other Plan offerings. For the 2020 benefits year, the amount of H&W that will be used for “Employee Plus Child”, “Employee Plus Spouse” or “Employee Plus Family” major medical plans is seven hundred dollars (\$700).

The Plan will comply with all applicable laws, and the Employer retains the right to modify the plan to ensure compliance with applicable laws and regulations. The Plan will offer various benefits to Full Time Employees as outlined below which shall be selected by each individual participant as they see fit; all full time Employees are encouraged to actively monitor and revise their benefits selections as they individually deem appropriate and will be afforded the opportunity to do so during open enrollment and/or when the Employee experiences a qualified life event change. The Plan shall contain, at a minimum, the following features, available for selection by all full time Employees, which will be developed in consultation with the Union:

1. Major medical plan that meets the minimum value requirements of the Affordable Care Act.
2. Voluntary and/or Supplemental dental plan.
3. Voluntary and/or Supplemental vision plan.
4. Voluntary life insurance.
5. Voluntary disability insurance
6. All coverage offered by the Plan will be administered by the Fringe Benefits Group/The Contractors Plan.

In the event any Employee does not fully allocate or direct all the funds in his HWBP account, any remaining funds will be contributed by the Company, on a non-elective basis and without any choice or direction on the Employee's part, to an account in the Employee's name in a retirement plan established by the Company, which retirement plan is intended to comply with Section 401(k) of the Internal Revenue Code. The retirement plan will permit Employees to make elections as to the investment of funds and will contain a default election as selected by the trustee. The retirement plan will permit Employees the opportunity to make two (2) withdrawals during any single plan year for a fee of \$20.00. Employees under the age of 59 ½ may be subject to IRS rules regarding hardship withdrawals.

The Company will:

1. Ensure all Employees are automatically enrolled in the Plan within three pay periods from their date of hire.
2. Ensure all H&W earned by the Employee is sent to the Plan within 14 days of the end of the pay period for which the money is earned.
3. Ensure each full time Employee receives the information to facilitate the allocation of their H&W monies as they choose once a year during annual open enrollment.
4. Consult with the Union to develop the Plan and Plan documents, including the selection of benefits to be included in the Plan offering and prior to making any voluntary Plan changes after the Plan is established.
5. Have the final say in all benefits included in the Plan

On behalf of the Employees, the Union agrees to the following:

1. The Company may use all needed Employee information available to the company in the normal course of business to set up these accounts.
2. No Employee covered by his agreement may refuse to participate in the Plan. Refusal to sign any documents will not prevent an Employee's funds from being placed in the Plan.
3. If an Employee fails to make an election, a non-elective contribution will be made by the Company to the Retirement Account established under this plan.
4. The Union agrees that the Plan will continue for the term of the CBA and all future CBA's unless specifically negotiated.

ARTICLE 22: RETIREMENT

Regular Full-Time Employees shall be eligible to participate in the Employer-sponsored 401(k) savings plan, in accordance with the terms and conditions of such plan as it may be amended.

APPENDIX A

Employer Contributions to Employee Health & Welfare:

H&W per Straight Time Hour (Up to 40 per week)					
Effective Date	Current	10/1/19	10/1/20	10/1/21	10/1/22
Amount	\$5.30	\$5.51	\$5.70	\$5.90	\$6.11

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: SEIU Local 49

Maggie Long, Executive Director, SEIU Local 49
Meg Niemi, President, SEIU Local 49

Members of the SEIU Local 49 Bargaining Team
Jon Love
Dylan Petersen
Will Harvey
Kevin Hugi

FOR: SEIU Local 6
Zenia Javalera, President
Greg Ramirez

FOR: Inter-Con Security Systems, Inc.

Richard T. Stack, Chief Operating Officer

John McOsker, General Counsel

Memorandum of Understanding

The following confirms the agreement between Inter-Con Security Systems, Inc. ("Company"), the Service Employees International Union ("SEIU"), and SEIU Locals 49 and 6 (collectively, the "Union"), for the Protective Security Officers employed on the Bonneville Power Administration ("BPA") security contract covered by the Collective Bargaining Agreement ("CBA") executed on August 19th, 2019 :

The parties acknowledge that during the negotiation which resulted in this Agreement, the parties enjoyed and exercised the unlimited right and opportunity to make demands and proposals with respect to any subject matter of collective bargaining, and all understand the agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to further bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, and disciplinary procedures during the term of this Agreement. However, the parties agree that if the United States Department of Labor issues a Local Area Wage Determination forty-five (45) or more days prior to the end of the defined contract year, and if the Area Wage Determination is in an amount that exceeds the then applicable wage and/or Health & Welfare contained in the CBA, the parties agree to reopen negotiations solely and exclusively for the impacted wage and/or Health & Welfare benefit amount, and nothing else. The parties acknowledge and understand that any such negotiations must be conclude at least thirty-five (35) days prior to the end of the defined contract year. If the parties are unable to reach agreement, at a minimum, the Company will adopt the adjusted Local Area Wage Determination. In order to initiate re-opening, the Union must notify the Company in writing of the Area Wage Determination and the demand to re-open. The parties agree the negotiated change will take effect at the beginning of the next defined contract year.

The parties agreed to observe and be bound by all other provisions and language contained in the negotiated Collective Bargaining Agreement

FFDE LOA

Inter-Con Security Systems, Inc. (“Employer” or “Inter-Con”) and Service Employees International Union, Local 49 (“Union” or “SEIU 49”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”), which covers security officer employees. This Letter of Agreement (FFDE LOA) memorializes the agreement between the parties regarding Employer-Required Fitness for Duty Evaluations (FFDE).

RECITALS

1. A FFDE is a medical evaluation of a bargaining unit employee that is required by the Employer.
2. The sole purpose of a FFDE is to determine whether an employee is physically or psychologically able to perform their job.
3. It is not the intention of the parties to use FFDEs for the purposes of corrective action, or punitively or consequently for any behavior or action. The disciplinary and grievance articles of the CBA describe the appropriate procedures for corrective action.
4. When the need for an FFDE has arisen, the parties have an interest in the fair and expeditious evaluation of an employee’s fitness for duty so that an employee who is fit for duty may return as soon as possible and without loss of pay.

AGREEMENT

1. Before a FFDE, the Employer shall provide written notice to an employee of the reason/s for the FFDE.
2. If a “hotline tip” by an anonymous person initiates the Employer’s concern regarding the employee’s conduct and need to complete a FFDE, the Employer shall conduct an investigation that is independent of the FFDE and that comports with all CBA procedures regarding discipline and the grievance process, including the right to Union representation to verify the accuracy of the tip. The Union agrees that any investigation of an employee for these purposes shall not delay the FFDE.
3. The Employer shall make every effort to ensure a FFDE is completed within 10 days.
4. When a FFDE is required by the Employer because an employee’s conduct on the job gave the Employer reason to believe that the employee was unable to perform the job safely, time-off taken for the employee to complete the FFDE shall not be paid by the Employer. However, the employee may utilize earned and awarded vacation or PTO.
5. When a FFDE is required by the Employer before an employee returns to work after taking time off for a serious illness or injury or any other reason, any and all applicable state or federal laws shall set the standard for compensation to the employee by the Employer.

6. When a FFDE is required by the Employer to be cleared for a return to work after an officer involved shooting incident, all time-off associated with this type of leave will be should be paid unless it is determined that the officer acted unlawfully or is disciplinarily suspended for violating policy in regards to the shooting or the client directs the removal of the officer during the investigation.
7. This LOA shall be effective upon execution.