



Collective Bargaining Agreement

Between

TRIPLE CANOPY, A CONSTELLIS COMPANY

and the

**UNION de PROFESIONALES SEGURIDAD De la
SEGURIDAD PRIVADA y el TRANSPORTE de VALORES**

Representing the

ARMED SECURITY OFFICERS

at

**U.S. Coast Guard Base Sector San Juan, and Rio Bayamon,
Puerto Rico**

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PREAMBLE

THIS AGREEMENT is entered into this 1st day of February 2019, between Centerra Group, a Constellis Company (hereinafter referred to as "the Employer"), and the Union de Profesionales Seguridad De la Seguridad Privada y el Transporte de Valores (hereinafter referred to as the "Union").

Economic changes agreed to with this CBA shall not be effective until April 1, 2019. Non-economic changes shall be effective February 1, 2019.

ARTICLE 1 - PURPOSE

1.1: The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the employer and the Union, to provide for the peaceful adjustment of any differences, which may arise between them, and to set forth the basic agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.

1.2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 2 - RECOGNITION

2.1: The employer recognizes the Union as the exclusive representative of all full-time and regular part-time officers for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit, which the Union is currently certified by the National Labor Relations Board Case Number 12-RC-224587 covering all regular full-time and part-time armed security guards employed by the Employer working at USCG Base Sector San Juan, and Rio Bayamón Housing, Bayamón, Puerto Rico; excluding: all other employees and supervisors as defined in the Act, or may be recognized by the Employer in the future.

2.2: For purposes of this Agreement the term "officer" shall include and be limited to only those individuals for whom the Union has been certified by the NLRB or is voluntarily recognized by the employer. The term "officer" shall include any member of the unit who works ~~ten (10) or more hours per month~~ at any represented facility. Except as otherwise authorized by this Agreement, Employer personnel not represented by the Union shall not perform work traditionally performed by the bargaining unit if such assignment would result in the failure to replace departed unit officers, layoff of an officer or reduction in the regular, straight time work opportunity of a full time bargaining unit officer in any work week.

2.3: Non-bargaining unit officers will not perform bargaining unit work for no longer than sixty (60) calendar days except in the case of emergency, training, or instruction.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1: The Employer has the sole and exclusive right to manage its operations and to:

- (a) Direct and assign the work force;
- (b) Determine and change the methods and manner services are provided;
- (c) Introduce new methods or improved methods of operations or equipment;
- (d) Determine and change the size, composition, and qualifications of the work force;
- (e) Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
- (f) Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
- (g) Maintain order and efficiency in its client's facilities and operations including the right to select, hire, promote, demote, lay-off, assign and train employees;
- (h) Subcontract any part of its operations, including unit work;
- (i) Select and determine supervisory employees;
- (j) Bid or not bid, or to rebid or not rebid, contracts with its clients;
- (k) Determine and change starting times, quitting times;
- (l) Determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments;
- (m) Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct; and
- (n) Adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer.
- (o) Take whatever action is necessary or advisable to determine, manage, and fulfill the mission of the Company and to direct the Company's employees.

The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

The Company shall not implement any changes to subjects identified as mandatory subjects of collective bargaining pursuant to the guidance of the National Relations Labor Act and its decision without first bargaining with the union regarding such matters.

3.2: The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

3.3: The above rights of management are not inclusive of all matters or rights, which belong to and are inherent to management.

ARTICLE 4 - UNION REPRESENTATION

4.1: The Union and the Company agree that neither itself nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity.

4.2: Except as otherwise provided, Union business shall not be conducted during working time, exclusive of rest or meal periods or in working areas, if it interferes with security responsibilities without the consent of the Project Manager.

4.3: For the purpose of adjusting complaints in accordance with Article 6 of this Agreement the Union shall be entitled to be represented by one (1) Shift Steward and (1) Alternate Shift Steward on each shift at each location. The Local Union may also designate a Chief Steward who may substitute for the Shift Steward at any step. The Alternate shall function only when the Shift Steward is absent from the plant, or when the Alternate is representing the Shift Steward. No probationary officer may serve as Shift Steward, Chief Steward, or Alternate. The Union is responsible for notifying the Employer in writing as to the individuals officially designated to act as Shift Stewards or Chief Stewards. An officer shall not be permitted to engage in Shift Steward or Chief Steward duties until such notification is received. No officer shall serve as a Shift Steward, Chief Steward, or Alternate while on lay off or while on leave of absence other than Union leave of absence.

4.4: A Shift Steward, in addition to performing regular security duties, shall be permitted during working hours to investigate and assist in the settlement and presentation of complaints and grievances in accordance with the grievance and arbitration procedures of this Agreement. The time will be devoted solely to the prompt handling of legitimate complaints and grievances and will not be abused. The Shift Steward will continue to work at their assigned duties at all times except when permitted by their site supervisor to leave their work after appropriate arrangements are made to cover the Shift Stewards security responsibilities.

4.5: Any Shift Steward having an individual grievance in connection with his own work may ask for the Alternate or the Chief Steward to represent him in accordance with the provisions of this Article.

4.6: As permitted by the U. S. Coast Guard the Shift Steward, Chief Steward, or Union Executive Director shall notify supervision whenever they enter, or remain on the facility for the purpose of handling an individual grievance or complaint at any time other than during their regular shift.

4.7: The affected officer may request the presence of a Shift Steward at any disciplinary meeting. If requested, the Employer will contact the Union representative. If no representative is available within thirty (30) minutes, management shall suspend further discussion with such officer until arrangements can be made for Union representative.

4.8: At no time shall the Company be required to incur any expense in adhering to any part of this Article.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.1: Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided herein. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sickout, mass absenteeism, boycott, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

5.2: During the term of this Agreement, the Company shall not lockout the bargaining unit or any employee.

ARTICLE 6 - GRIEVANCES

6.1: In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the Employer and the Union agree that in the event a dispute arises between the Employer and the Union regarding the interpretation or application of this Agreement, it will be settled by the following procedures.

6.2: Officers are encouraged to approach their immediate supervisor directly to attempt to resolve complaints informally without invocation of the formal Grievance process. Any officer may elect to consult with his Shift Steward regarding a specific complaint and the supervisor will make arrangements for such consultation without undue delay. Officers may also request that the Shift Steward handle a specific complaint with the immediate supervisor. In such cases, the supervisor will make prompt arrangements to confer with the Shift Steward and the officer.

6.3: Disciplinary Notice: Copies of all disciplinary notices shall be provided to the Officer and contemporaneously to the Shift Steward when present. In addition:

Copies of such notices shall be maintained in an officer's file kept on site and after a period of twelve (12) months, following the date of issuance, shall not serve as the basis for disciplinary action. The only exception is suspension notices, which are to be maintained in an officer's file for a period of two (2) years, following the date of issuance. Any officer who has filed a grievance protesting disciplinary action shall be entitled to review his disciplinary file and to receive copies of any current disciplinary notices.

- (a) All disciplinary action must take place within ten (10) business days after an officer is put on notice or it is void. A period of investigation or absence of knowledge by the company of a wrongdoing is not calculated in the ten-business day calculation. The time frame may be extended by mutual agreement and will be automatically extended if key information is not reasonably available within the five (5) calendar days.
- (b) After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee commits a crime punishable by Puerto Rico or Federal Law or the employee is removed from working under the Employers contract with the Government by the Government, or the employee's credentials are denied or withdrawn by the Government.
- (c) The employer shall follow the Constellis Disciplinary Policy and Guidelines.

6.4 Steps:

Step 1: If the complaint cannot be resolved informally, it shall be reduced to writing on the prescribed Union grievance form, dated, and signed by the Chief Steward and the aggrieved party. The written grievance shall summarize the pertinent facts and specify the contractual provisions of the Collective Bargaining Agreement allegedly violated and the relief requested. Grievances must be presented to a Site Supervisor within five (5) business days in which the issue is known or should have been known. The Supervisor shall give a written response to the grievance within ten (10) business days after receiving a step one grievance. If the matter is not resolved at Step One, it may be referred in writing to Step Two by serving a notice of step two grievance appeal to the Site Manager / Captain within ten business days of a step one denial by the Supervisor.

Step 2: The grievance shall be presented to the Site Manager / Captain in writing on the prescribed Union grievance form, dated, and signed by the Chief Steward and the aggrieved party. The written grievance shall summarize the pertinent facts and specify the contractual provisions allegedly violated and the relief requested. The Site Manager / Captain shall respond in writing within ten business days to a step 2 grievance.

Step 3: Should the grievance remain unresolved, it shall be referred, within ten (10) calendar days of receipt of the Employer's response per step two, to the Employers Director, Labor Relations, or designee, who shall arranged for a meeting with the grievant and designated Union representative. A meeting shall be scheduled with the parties within

ten business days of receipt of the step 3 grievance. The meeting maybe held via a phone call. The Employer shall respond in writing within ten (10) calendar days of the meeting.

Step 4: Should the grievance remain unsettled after the Step 3 meeting and employer response or should the employer refuse to conduct a meeting within ten business days as described above, the Union Executive Director may refer the grievance to arbitration by serving a written demand for arbitration on the Employer. The demand must be mailed within fourteen (14) calendar days after the Step 3 response. Only the Union Executive Director may refer a grievance to Arbitration. No employee may do so on their own.

6.5: The parties agree that any grievance shall be considered withdrawn if not filed and processed by the Union in strict accordance with the time limitations set forth above. Failure of the Employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure. Any time limit may be extended by mutual written agreement between the Employer and the Union. For purposes of this Article, "days" unless otherwise specified shall mean the Administrative days of Monday through Friday during regular first shift hours, excluding holidays.

6.6: No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract (as defined on page 1 in this Agreement), the Employer's adherence to the Contract or the Employer's adherence to a written request of the Government shall be processed to Step Four since those matters are not arbitratable and no arbitrator shall have jurisdiction over such matters.

6.7: The Union shall have no recourse under the terms of this Grievance and Arbitration terms should the Government / Client, request in writing, when able, the Company will not assign a Bargaining Unit employee to either a specific work assignment, or contract itself, for any reason as the Company is bound by such request.

6.8: Any grievance involving a discharge, layoff, or other action which may accumulate back pay liability, or any grievance filed by the Union in its capacity on behalf of a group of officers will proceed directly to the Step 3 meeting within seven (7) days after a written grievance is submitted to the Employer.

ARTICLE 7 - ARBITRATION PROCEDURES

7.1: The parties hereto shall choose an arbitrator by mutual agreement within fifteen (15) business days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then either party may file for a list of arbitrators with the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected in accordance with FMCS rules of procedures.

7.2: The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect.

The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.

7.3: The arbitrator shall have no power to establish or change wage rates or wage scales or benefits.

7.4: The decision of the arbitrator shall be issued as promptly as possible. His decision shall be final and binding upon the Employer, the Union, and the grievant.

7.5: The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay the expenses of witnesses called by them.

7.6: All awards of back wages shall not commence any sooner than ten (10) business days prior to the date of the written grievance, unless the circumstances of the case are such that the grieving party was unaware of the existence of the claim prior to that time. Back wages shall be limited to the amount of wages the officer would otherwise have earned from employment with the Employer less any unemployment compensation, intervening earnings or other offsets deemed appropriate by the arbitrator.

7.7: Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance in any one (1) proceeding.

7.8: The parties may mutually agree to explore non-binding mediation as an alternative prior to arbitration.

ARTICLE 8 - DISCRIMINATION

8.1: It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all officers covered by this Agreement without regard to race, color, religion, age, sex, national origin, ~~or~~ disability and/or sexual orientation or identity.

8.2: Wherever in this Agreement gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all officers covered by this Agreement, male or female.

8.3: This Agreement shall not be a barrier to the Employer offering a reasonable accommodation to any qualified officer with a disability, provided that, in the event the Employer extends such accommodation in any manner that conflicts with the terms of this Agreement, the Union shall be provided advance notice and be given the opportunity to explore other alternative accommodations prior to implementation.

ARTICLE 9 - SENIORITY

9.1: The Union agrees that Union seniority shall be the time an employee has spent on the Government contract of which this agreement covers and is further, defined in Article 9.3. This time shall include time with previous employers, and the incumbent.

9.2: Shift bidding along with Vacation and Paid Absence calculations and Vacation schedule shall be based on Union Seniority.

9.3: An officer shall forfeit seniority any one of the following reasons:

- (a) Resignation;
- (b) Retirement from the Employer;
- (c) Discharge for just cause;
- (d) Failure to return from a layoff within ten (10) working days after proper notification of recall has been given to the employee;
- (e) Layoff for a continuous period of time equal to the officer's seniority or thirty-six (36) months, whichever is greater; or
- (f) Completion of ninety (90) continuous days of service in a voluntary assignment outside the bargaining unit.

9.4: An officer shall serve a probationary period of ninety (90) continuous days, which shall encompass no fewer than sixty (60) working days, not to exceed 120 calendar days. During the probationary period, the Employer shall have the sole discretion of disciplining or terminating such officers. Upon completion of the probationary period to the satisfaction of the Employer, an officer shall become a regular officer and his/her seniority shall date from the most recent date of hire. The probationary period can only be extended by mutual consent of the ~~Local Union President~~ Union Executive Director and the Employer.

9.5: Officers who accept a position out of the bargaining unit shall retain accumulated seniority during the first ninety (90) days spent out of the bargaining unit provided they remain in the active employment of the employer. Such officers shall regain accumulated seniority upon transfer back into the bargaining unit within such ninety (90) days one time during the term of the Agreement.

9.6: Layoff Procedures: When it becomes necessary for a reduction in the workforce in any unit, lay-offs will occur in the following sequence:

- (a) All probationary officers;
- (b) If additional reduction is necessary, part-time seniority officers; and
- (c) If additional reduction is necessary, full-time seniority officers base on lowest seniority date.

Officers will be given as much notice as possible of layoff.

9.7: Recall Procedure: Laid-off officers will be recalled in the following sequence in line with their Seniority:

- (a) Full-time seniority officers, highest seniority first; then
- (b) Part-time seniority officers, highest seniority first, after all full-time seniority officers have been recalled.

9.8: Recall rights for all officers shall continue for a period equal to the officer's seniority or thirty-six (36) months from date of layoff, whichever is greater. Officers who are recalled to an available position must state their intention to accept the job within three (3) days after notice of recall and must report to work within ten (10) days after notice of recall or else forfeit recall rights. The ten-day report time can be extended by mutual consent. The officer shall be responsible for maintaining a current address and telephone number with the Employer. Recall notice shall be given by telephone, where available, and will be confirmed by registered letter to the last known address.

9.9: One Union representative per shift up to a maximum of three (3) officers per unit who administer the grievance procedure (excluding alternates) shall have super seniority for layoffs and recall purposes during the length of their term of office. The Local Union is responsible to advise the Contract Manager in writing of the names of these officers.

9.10: Opportunities for full-time schedules will be offered to part-time officers based on their bargaining unit seniority. Should a part-time officer decline an opportunity for full-time status, said officer will not be offered another full-time opportunity until all current less senior part-time officers have been afforded full-time opportunities.

9.11: The Employer shall prepare separate seniority lists for full-time and part-time officers. Updated lists shall be provided in December and June of each year. The lists will include the officer's name and seniority date. The Employer is responsible for posting the list at each location and mailing a copy to the Local President and the International.

On March 30 and September 30 of each year, the Employer must prepare a separate list of probationary full-time and part-time officers, a copy to be mailed to the Union Executive Director.

9.12: A full-time seniority officer who is unable to work a forty (40) hour workweek Due to union leave, maternity leave, all military leaves, medical restrictions, such as: medical leave, or qualifies for leave under state or federal law will continue to accumulate seniority as a full-time officer during such time.

ARTICLE 10 - SHIFT PREFERENCE

10.1: During the first two (2) weeks of January and July of each year, full-time officers with at least ninety (90) days unit seniority will submit an application on the prescribed form to his/her Supervisor indicating his/her first, second and third choices of shift preferences. The shift preference form submitted will be valid until changed in writing during the next shift preference-filing period. Shift preference will take effect during the first pay period of the month following the shift preference-filing period. Shift assignments will be awarded in line with unit seniority; the most senior person getting first choice. Once the senior officer is offered a position and refuses it for any reason, his/her name falls to the bottom of the appropriate list.

For 2019, the first two weeks of February shall replace the first two weeks of January for the above article.

10.2: Openings that occur as a result of this shift selection process will be filled by management utilizing the least senior officer on an off shift.

10.3: Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to management for approval, and shall not exceed a period of thirty (30) days. A change in shift must be approved by management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process.

10.4: If a shift vacancy occurs, once the shift preference requests have been exhausted, the vacancy will be posted for five (5) working days.

10.5: Shift preference shall be only for a particular shift, not a specific post or location.

ARTICLE 11 - LEAVES OF ABSENCE, JURY DUTY, & FUNERAL LEAVE, PUERTO RICO MATERNITY LEAVE & OTHERS STATE LAWS

11.1: Family Medical Leave: The Employer and the Union acknowledge that the provisions of the Family Medical Leave Act of 1993 (FMLA) apply to the officers working under this Agreement and will comply with the provisions of the FMLA.

11.2: Americans with Disabilities Act: The Employer and the Union acknowledge that the provisions of the Americans with Disabilities Act of 1990 (ADA) apply to the officers working under this Agreement and will comply with the provisions of ADA.

11.3: Jury Duty: Officers serving jury duty on a scheduled workday will be provided an excused absence for jury services and shall receive the difference between the pay received for jury service and the hourly rate for such workday while required to serve on jury duty. Officers must provide proof of jury service for processing of wage maintenance. The officer serving jury duty shall be entitled to retain all earnings provided for jury service. If requested, officers will not be required/scheduled to work the midnight shifts the evening before their jury duty begins;

Officers will be required to provide copies of their jury duty notification by the first shift following receipt of their notice of obligation in order to be eligible for pay and/or to be removed from schedule.

11.4: Funeral Leave: Officers will be granted paid funeral leave for a maximum of three (3) days, if work time is lost to attend the funeral of a member of the immediate family. The Funeral leave can extend up to five (5) days, three (3) paid, and two (2) unpaid. Additional unpaid time will be provided for officers to attend funerals out of Puerto Rico, up to five (5) unpaid days. The Employer may grant more time if requested by the officer.

11.5: Puerto Rico Maternity Leave: Officers will be granted a minimum of eight (8) weeks with full benefits and pay to women who experience pregnancy. The company will allow women to

take 4 weeks of leave during pregnancy and 4 weeks of leave after the birth of her child. Officers will be allow to delay leave until 1 week before her due date with a doctor's note that allows her to continue to work. If the employee does delay leave, then she can extend her leave for 7 weeks after the birth of her child. If the birth of the child is delayed, it does not affect the postnatal leave. In some situations, where medically necessary, an employee can get an additional 12 weeks of unpaid leave. The 8 weeks of paid maternity leave must be paid in full at the beginning of the maternity leave. As per Act #3 of 1942, Law to Protect Workers Mothers.

11.6: The parties agree that acceptance of other employment during a leave of absence, without the express consent of management; will be regarded as a voluntary quit.

11.7: Officers who are injured on the job and sent out for medical treatment will be paid up to the end of their current shift, except when the injury is a result of the officer's negligence or disregard to rules and/or regulations.

11.8: The Company will abide by and follow all requirement under Puerto Rico Workers Compensation law as defined in Act 45 of April 1935.

ARTICLE 12 - VACATION & PAID ABSENCE

12.1: For the purpose of computing years of service for vacation and paid absence, continuous service on the government contract shall be used as outlined in Article 9 of this agreement.

12.2: During the term of this Agreement, all employees covered by this Agreement shall earn vacation benefits in accordance with the following schedule. All vacation benefits will be paid at the hourly rate in effect at the time the vacation is taken. Accrual of vacation is based upon years of service and shall accrue for all hours paid in accordance with the following schedule:

Completed Years of Service	Earned Hours	Not to Exceed
Upon completion of one (1) year of service	0.0576923 / 3.47 minutes per hour	120 hours
Upon completion of ten (10) years of service	0.0769230 / 4.63 minutes per hour	160 hours
Upon completion of fifteen (15) years of service	0.0961538 / 5.78 minutes per hour	200 hours

12.4: Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least ten (10) days advanced notice to the Company.

12.5: Vacation time shall not be cumulative from one year to the next. The Employer will pay any earned and unused vacation within two (2) pay periods after the employee's anniversary date of employment.

12.6: Hours paid under this article will not be considered as time worked for the purposes of computing overtime.

ARTICLE 13 - HOLIDAYS

13.1: The following holidays shall be observed:

New Year's Day	Martin Luther King, Jr's Birthday	Washington's Birthday	Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day	Thanksgiving Day	Christmas Day	Left Blank

13.2: All full-time, non-probationary employees shall receive eight (8) hours of holiday pay for each holiday listed above. In addition, if they work on the holiday, they will receive their regular rate of pay for all hours on the holiday.

13.3: Part-time employees who work on a holiday shall receive their regular rate of pay for all hours worked, plus prorated holiday pay (.2 x the prior week's hours worked).

13.4: Any employee scheduled to work on a holiday and fails to report for duty shall forfeit the holiday pay, unless the absence was due to circumstances beyond the control of the employee.

ARTICLE 14 - PAID SICK LEAVE

14.1: Paid sick leave is administered in accordance with the Employer's policy, which shall be consistent with Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors. Along with Puerto Rico Act no. 180 of 1998 and Act. No. 28 of 2018.

All employees shall earn up to 96 hours of paid sick leave per full government contract year, which shall accrue at the rate of one (1) hour for every twenty-two (22) hours worked.

Within thirty (30) days of the beginning of the next Government contract, employees must notify the Employer of how they desire to have accrued and unused Sick Leave treated. The two (2) options available are:

- (a) Earned, unused, Sick Leave may be carried over into the next Government contract year, but will not exceed 96 hours at any time; or
- (b) Earned, unused Sick Leave may be cashed out in the first pay period beginning after the end of the Government contract year in which the hours were earned.

Such notification shall be made by the Employee submitting a written request to the Employer. In the event an employee does not make said notification, accrued and unused hours (not to exceed 96) shall be carried over into the next Government contract year.

14.2: Sick Leave may be taken in one (1) hour increments. An employee's request to use paid sick leave may be made orally or in writing and must be confirmed by a Supervisor. A leave request must be made at least seven (7) calendar days in advance when the need for the leave is foreseeable or otherwise as soon as practicable.

14.3: Sick leave will be paid for absence due to illness or injury at the employee's regular rate of pay.

14.4: Sick leave will not be considered as time worked for the purpose of computing overtime.

14.5: A physician's certificate may be required by the Company after three (3) consecutive days of absence.

ARTICLE 15 - REST BREAKS

Employees shall receive one (1) twenty (20) minute paid rest break for shifts of five (5) hours or longer.

ARTICLE 16 - CHRISTMAS BONUS

The employer will pay an annual bonus of \$600 on or before the 15th of December of each year, to each employee that worked seven hundred (700) hours or more during the period of twelve (12) months comprised between Oct. 1 of the preceding year and Sept. 30 of the current year. The Christmas bonus will be paid in a separate check.

ARTICLE 17 - UNIFORMS

17.1: The Employer will determine all items of serviceable uniforms and equipment replacement of uniform clothing will be on an "as needed" basis. No officer will be directed to operate known unsafe equipment.

17.2: Company issued clothing and equipment shall be returned to the Company, upon request. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's paycheck, the cost of lost or damaged equipment and all unreturned issued clothing and equipment. The deduction for such missing items shall be the cost to the Company.

ARTICLE 18 - TRAINING

18.1: Officers will be paid for actual time spent for Employer mandated training at their applicable regular rate of pay. Time spent in training shall count as time worked for the purposes of computing overtime.

18.2: Whenever practicable, all Employer-administered training will be given on an officer's regular assigned shift.

18.3: A mileage rate at 50 percent of the IRS prescribed rate for personally owned vehicles will be paid to the officer for travel to and from the site for mandatory Employer required training or qualifications. Such computation shall be minus the officer's distance from home to his / her regular place of employment.

ARTICLE 19 - GENERAL PROVISIONS

19.1: Each officer is responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.

19.2: Officers are required to report to work clean, well groomed, and with a neat appearance.

19.3: Whenever possible a bulletin board will be provided which may be used by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections and nomination sheets for unit officer elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Notices concerning bona fide Union activities such as: Cooperatives, Credit Unions,
- (f) Unemployment Compensation information; and
- (g) Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer.

19.4: New officers shall be introduced by the Shift Supervisor to the Chief Steward and Shift Steward within the first workweek on site. Arrangements shall be made for the Local Union representative to brief the new officers on the Union's representative status and this collective bargaining agreement without interruption of security responsibilities.

19.5: Each officer will be granted relief when necessary as soon as coverage for such officer can be practically arranged.

19.6: The Employees will be reimbursed, after submitting all receipts on the next full pay beginning after the submission of paperwork, which is valid, legible, accurate, and complete, for all authorized expenses of contractually required licenses and permits as listed below:

Requirement	Cost not to exceed:
Puerto Rico PPR - 358 REV. 5-89 Duly filed, completed, and sworn with Legal (Juramentada) Certification.	\$30.00
Puerto Rico PPR - 358 REV. 5-89 Duly filed, completed, and sworn with Medical (Medical) Certification.	\$30.00
3 Photos 2 X 2 light background	\$10.00
Letter from the company, which you work. Specifying Policy number date of expiration also, you could include Security Guard course taken from an accredited institution.	Company Issued no cost to employee
Stamp from Rentas Internas Security Guard (PR IRS).	\$10.00

PRPD Negative Certificate of Good Conduct.	\$1.50
Puerto Rico PPR-329 Duly filed and completed and sworn with Legal (Juramentada) Certification	\$30.00
Stamp from Gun Permit renewal (PR IRS 5495)	\$210.00
Puerto Rico Federation of Shooting of Short Arms and Rifles	\$25.00
Gun Club Membership	\$60.00

The employee will not be reimbursed for any expenses associated with his/her inability to attain certifications under this Agreement will be given thirty (30) days to produce documentation of showing all items are current. Time lost by an employee for a lapse in licensing or training certification is solely their responsibility and such time will not be subject to the grievance process. If the employee's licensing or training certification expires/lapses, the employee will be suspended without pay until the employer receives proof of new certification. When licenses and permits are received by an employee, the employee will immediately notify the supervisor and provide a copy of the license or permit. Failure to secure their license within the thirty days will result in termination of employment as a volunteer resignation. The Employer will consider cases outside of the control employee on a case-by-case basis and may grant an additional 30 days.

ARTICLE 20 - REPORT OF PHYSICAL EXAMINATION

20.1: A report of physical examination and any laboratory tests made by physicians acting for the Employer will be given to the personal physician of the officer involved upon the written request of the officer.

20.2: Any time required to take such physicals, including travel time to and from the location of the facility will be paid by the Employer at the officer's appropriate rate of pay. A mileage rate per federal tax reimbursement standards will also be paid the officer for travel to and from the site for said annual physical examination, if such site is outside the vicinity of the officer's regular duty assignment.

ARTICLE 21 - GOVERNMENT SUPREMACY

21.1: The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

21.2: Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to

the grievance and arbitration procedures under this Agreement and without any other recourse by the Union or the employee against the Employer.

However, the Employer and the Union will meet and bargain the effects of the implementation thereof. The Company shall be permitted to institute Government directed changes as necessary, and prior to bargaining. Bargaining therefore should occur as soon as each party is able to meet.

21.3: The Company will provide the Union with a copy of such Government action, if available and as permitted by permission, and if not available in writing, the Company will inform the Union of the facts giving rise to such Government action.

21.4: Any employee removed from the contract as a result of Client directive, shall have no recourse for such action under the grievance or arbitration section of this Agreement.

ARTICLE 22 - WAGES

The Company agrees to pay employees at the straight time rate of pay set forth below:

Position	Current rate	April 1, 2019	April 1, 2020	April 1, 2021	April 1 , 2022
Armed Security Officer	\$9.68	\$10.60	\$11.02	\$11.5	\$11.69

ARTICLE 23 - HEALTH & WELFARE BENEFITS

23.1 Health and Welfare payments shall be provided by the Employer on behalf of the Employees at the rates set forth below unless the Employee elects to participate in a Union or Company provided Health Plan.

The Company agrees to pay the health and welfare benefit contribution in cash as set forth below for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year, each vacation and sick leave hours pay:

Current	April 1, 2019	April 1, 2020	April 1, 2021	April 2022
\$4.27	\$4.40	\$4.50	\$4.60	Opener

ARTICLE 24 – OVERTIME SCHEDULING

24.1: Scheduling of Overtime: All overtime will be scheduled as soon as possible provided that the Employer has advanced notice. Notice for weekend overtime will be provided by completion of the first shift on Thursday provided the Employer has advance notice.

(a) Officers will be provided with a minimum of eight (8) hours between assigned shifts.

(b) In the event that more than one officer has the same number of overtime hours, the officer with the highest Unit seniority will be asked first and forced last.

(c) Officers at each unit accepting or required to work overtime will assume the duties of each officer being replaced provided they can perform the available work. Duty

assignments may be exchanged by officers with Management's approval. If the triggering event is as a result of a catastrophic act of God or national emergency or overtime that comes up in any given day, overtime will be assigned based on seniority, among employees regularly assigned to the particular work location. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

(d) On the shift immediately prior to vacation leave, officers scheduled for vacation will be the last forced to work overtime unless the officer agrees to stay over.

24.2: An overtime rate of employee's base pay (exclusive of health and welfare, and any other fringe additions to pay) shall be paid for all hours actually worked after eight (8) hours in a workday or after forty (40) hours in a workweek. The rate of pay for overtime will be calculated at the employee's base hourly pay one and half (1½) of that value. (Commonly denoted as time and a half)

24.3: Overtime pay shall not be pyramided, compounded, or paid twice, for the same hours worked.

24.4: If requested by the Employer to work overtime (i.e. over eight (8) hours in a work day or forty (40) hours in a workweek) or extra hours, the employee shall be required to do so provided they can perform the available work.

ARTICLE 25- SUCCESSIONSHIP

25.1: If ownership of the employer is changed, in whole or in part, through sale, merger, or any other manner, this agreement shall be included as a condition of such a change and shall remain binding.

25.2: The Employer will provide the Union with notification of any change of acquisition as soon as possible as received by the government.

25.3: Should the employer subcontract all or any part of the work defined under Article 2.1 the subcontractor shall be bound by all Articles of this agreement.

ARTICLE 26 – UNION SECURITY

26.1: All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union or pay Union fees not later than the one hundred twenty first (121st) day following the beginning of their employment, or the date of the signing of this Agreement as a condition of employment.

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

26.3: Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by complying with the Union Constitution and bylaws and by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees, as defined by the U. S. Supreme Court in *NLRB v. General Motors Corporation*, 573 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

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

26.5: The Union agrees to indemnify the Employer against any loss or claim, including but not limited to, the reimbursement of attorney's fees and costs, which may arise as the result of the Employer's compliance with the Union's request to discharge an employee for failure to comply with the provisions of this article.

26.6: If any provision of this Article is determined to be invalid under the law of any state, commonwealth, or territory in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in effect to the extent reasonably practicable and the affected shall be modified to comply with the requirements of the applicable state law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE 27: DUES CHECK OFF

27.1: The employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number, and the amount of dues deducted from each, shall be remitted to the Union Executive director within fifteen (15) days after the first regular payday of the month and the Employer will provide a monthly summary sheet describing gross amounts remitted and schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the Union Executive director quarterly reports that will include officer's names, address, city, state, zip code, and current wage rates, sorted by Union Local. The Employer shall also inform the Union Executive Director, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

27.2: The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be

submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

27.3: The Union agrees to indemnify the Employer against any loss or claim, including but not limited to the reimbursement of attorney's fees and costs, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 28 - LEGALITY

28.1: Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

28.2: In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

ARTICLE 29 - DURATION OF AGREEMENT

29.1: This Agreement shall remain in full force and effective until 11:59 p.m. on September 30, 2022, and shall continue in effect from year to year, unless and until either party shall notify the other party in writing at least sixty (60) but not more than one hundred twenty (120) days prior to the expiration of the term (or any extended term) of its desire to terminate or modify.

29.2: This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior understandings between the parties.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties here to have executed this Collective Bargaining Agreement effective as of: February 1, 2019.

FOR THE EMPLOYER

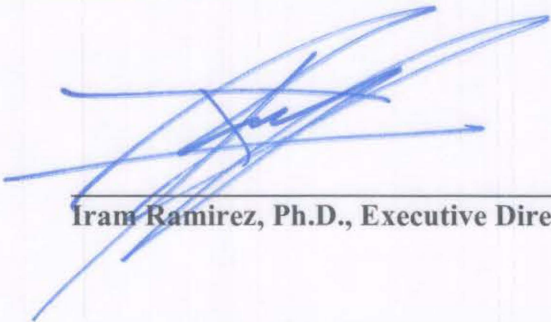
Richard Eaton

Richard Eaton, Director, Labor Relations

January 23, 2019

Date

FOR THE UNION:

A handwritten signature in blue ink, appearing to read 'Iram Ramirez', is written over a horizontal line.

Iram Ramirez, Ph.D., Executive Director

Jan 22, 2019

Date