

545-094

K# 9440

AGREEMENT



BETWEEN

**ALLIEDBARTON
SECURITY SERVICES, LLC**

AND

**PLANT PROTECTION
ASSOCIATION, NATIONAL**

November 20, 2015 – December 31, 2018

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Preamble

This Agreement is made and entered into by and between AlliedBarton Security Services LLC, (hereinafter referred to as the "Company" or the "Employer"), and the Plant Protection Association, National, an incorporated voluntary association (hereinafter referred to as the "Union"). The Parties hereby agree as follows:

ARTICLE I - RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment, or other conditions of employment, for all protective services officers employed by the Company in the bargaining unit at the Sites described below, including all Lead Officers, Security Officers, Fire Compliance Officers, Fire Officers, Security/Road Officers and Armed Officers, but excluding at each and every Site, training instructors, office and clerical employees, and supervisors as now defined in Section 2(11) of the National Labor Relations Act, as amended, and as stipulated in National Labor Relations Board Certification in Case Number 7-RC-21268;

- Ford Motor Company, Atlanta Parts Distribution, Atlanta, Georgia.
- Ford Motor Company, Avon Lake Assembly Plant, Avon Lake, Ohio.
- Ford Motor Company, Brownstown Township Redistribution Center, Brownstown, Michigan.
- Ford Motor Company, Buffalo Stamping Plant, Buffalo, New York.
- Ford Motor Company, Chicago Assembly Plant, Chicago, Illinois.
- Ford Motor Company, Cleveland Engine and Casting Plants, Brook Park, Ohio.
- Ford Motor Company, Dallas Parts Distribution Center, Fort Worth, Texas.
- Ford Motor Company, Detroit Parts Distribution Center, Brownstown Township, Michigan.
- Ford Motor Company, Kansas City Assembly Plant, Claycomo, Missouri.
- Ford Motor Company, Lima Engine Plant, Lima, Ohio.
- Ford Motor Company, Livonia Transmission Plant, Livonia, Michigan.

- Rawsonville, Ypsilanti, Michigan.
- Sterling Axle, Sterling Heights, Michigan.
- Ford Motor Company, Louisville Assembly Plant, Louisville, Kentucky.
- Ford Motor Company, Michigan Proving Grounds, Romeo, Michigan.
- Ford Motor Company, Rouge Plant, Dearborn, Michigan.
- Ford Motor Company, Sharonville Plant, Sharonville, Ohio.
- Ford Motor Company, Twin Cities Assembly Plant, St. Paul, Minnesota.
- Ford Motor Company, Vehicle Operations General Office and New Model Development Center, Allen Park, Michigan.
- Ford Motor Company, Walton Hills Stamping Plant, Walton Hills, Ohio.
- Ford Motor Company, Michigan Assembly Complex.
- Ford Motor Company, Woodhaven Stamping, and Forging Plant, Woodhaven, Michigan.
- Ford Motor Company and Ford Motor Credit Company, World Headquarters, Dearborn, Michigan.
- Ford Motor Company, Van Dyke Transmission, Sterling Heights, Michigan
- Ford Motor Land Commercial Properties (Ford Land), Dearborn, Michigan (all Ford Land property sites shall be treated as one site or location for purposes of transfer and/or assignment).
 - Road Patrol
 - Fairlane Office Center
 - Fairlane Plaza
 - ITEK
 - Corporate Crossing
 - 500 Town Center
 - Manufacturing Development Center
 - Regent Court
 - Technical Training Center

- Ford Motor Company, Livonia Parts Distribution Center, Livonia, Michigan.
- Ford Motor Company, Romeo Engine Plant, Romeo, Michigan.

ARTICLE II - DEFINITIONS

1. "Site" as hereinafter used shall refer to those physical/geographical locations set forth in Article I.
2. "Employee" as hereinafter used shall refer to any employee in the bargaining unit at a Site as described in Article I.
3. "Plant" as hereinafter used shall refer to the plant specified in Article I.
4. "Excluded Employee" as hereinafter used shall refer to any Company employee not included in the bargaining unit as described in Article I.
5. "Excluded Position" as hereinafter used shall mean a position that is not within the bargaining unit as described in Article I.
6. "Identification of Shifts"
 - a. An employee whose scheduled shift starts on or after 10:00 p.m. but before 5:00 a.m. shall be deemed to be working the No. 1 (midnight) shift.
 - b. An employee whose scheduled shift starts on or after 5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (day) shift.
 - c. An employee whose scheduled shift starts on or after 10:30 a.m. but before 10:00 p.m. shall be deemed to be working the No. 3 (afternoon) shift.
7. "Workweek" as hereinafter used shall be deemed to commence Friday at 12:00 a.m. and end Thursday at 11:59 p.m.
8. "Transferred Employee(s)" as hereinafter used shall include those employees transferred from Ford Motor Company to the security contractor that preceded the Company. In no case shall this definition serve to create a class of "transferred" employees other than those previously regarded as such by the Union and the predecessor security contractor to the Company.

9. "Service Date" as hereinafter used shall mean the earlier of either the Ford Motor Company hire date or any other predecessor security contractor hire date.
10. "Employment Date" as hereinafter used shall mean the effective date of a Transferred Employee's employment with the Company.
11. "Full-Time Employees" as hereinafter used shall refer to Employees who average a minimum of 35 hours per week.
12. "Part-Time Employees" as hereinafter used shall refer to Employees who average less than 35 hours per week.
13. "Probationary Employee" as hereinafter used shall refer to any Employee who has not been employed by the Company or the predecessor security contractor for at least 90 calendar days (and at least 60 working days) at a Site.
14. "Bargaining Unit" as hereinafter used shall refer to those employees described in Article I at the Sites set forth in Article I.
15. It is agreed that in this Agreement the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".

ARTICLE III - UNION SHOP

Section 1: *Requirement of Union Membership.* Except where prohibited by law, Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement is executed shall be required as a condition of continued employment to become members of the Union on or within ten (10) calendar days after the thirtieth (30th) calendar day following the execution of this Agreement. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the execution of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union on or within ten (10) calendar days after the thirtieth (30th) calendar day following the beginning of their employment. An Employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

Section 2: *Discharge for Failure to Tender Dues or Initiation Fees.* Employees to whom membership in the Union is denied or whose membership is terminated by the Union by reason of the failure or refusal of the Employee to tender the periodic dues, initiation fees, or reinstatement fees (equal to or less than the initiation fee) uniformly required as a condition of acquiring or

retaining membership shall not be retained in the Bargaining Unit. No Employee shall be terminated under this Article, however, unless:

- a. The Union first has notified the Employee by letter addressed to the Employee at the address last known to the Union concerning the Employee's delinquency in not tendering the periodic dues or initiation fees required under this Section, and warning the Employee that, unless such dues, initiation fees or other fees are tendered within seven (7) days, the Employee will be reported to the Company for termination from the Bargaining Unit as provided herein; and
- b. Notice to the Employee as provided hereinabove includes information as to the amount of delinquency in dues and/or initiation fees; and
- c. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the Employee has not complied, and on this basis the Union has requested in writing that he be discharged from the Bargaining Unit.

Section 3: *State Restrictions.* The provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provisions is contrary to statute or constitutional amendment in such state; provided, however, that wherever any such statute or constitutional amendment is declared to be invalid by the court of last resort having jurisdiction of such questions, the provisions of Sections 1 and 2 of this Article immediately thereupon will be deemed to cover the Employees directly affected by such declaration of invalidity, and provided further that in any state where the making or enforcement of such provisions is lawful only after compliance with certain conditions precedent, Sections 1 and 2 of this Article shall be deemed to take effect as to the Employees concerned immediately after such conditions have been complied with.

Section 4: *Agency Shop.* In any state in which Sections 1 and/or 2 of this Article are of no force and effect under the provisions of Section 3 of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that Employees may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses, in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Section 1 and 2 of this Article.

Section 5: *Indemnity.* The Union hereby agrees to indemnify the Company and (with the Company's consent) to defend against any award, judgment, loss or reasonable expense arising out of any legal claim made against the Company by any Employee because of his discharge by the Company at the request of the Union pursuant to the provisions of this Article, or because of any deductions or assessments made pursuant to Article IV. Likewise, the Union acknowledges and agrees that any communications required by state or federal law regarding Employees' rights

and/or obligations pertaining to Union membership and/or payment of dues are the responsibility of the Union. The Union agrees to indemnify and defend the Company with respect to any award, judgment, loss or reasonable expense arising out of any failure to make such communication(s).

ARTICLE IV - DUES AND ASSESSMENTS

Section 1: *Check-Off Dues and Initiation Fees.* The Company shall deduct from the pay of any Employee all current Union membership dues and any fees, if, at the time of deduction, there is in the possession of the Company an existing written assignment in a form acceptable to the Company, executed by the Employee, authorizing such deductions by the Company.

Section 2: *Pay Period for Deductions.* All deductions pursuant to this Article shall be made during the first pay period of each calendar month; except that the deduction for initiation fees will be taken in ten (10) successive monthly payments of \$50, if available. This section is subject to Paragraph 1.C in Appendix "A".

Section 3: *Remittal of Deductions.* All sums deducted pursuant to this Article shall be remitted to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day of the subsequent calendar month in which such deductions have been made, the sum to be allocated and distributed by him in accordance with the Constitution, By-Laws and Regulations of the Union.

Section 4: *Record and Deductions.* The Company and the Union shall work out a mutually satisfactory arrangement by which the Company shall furnish the National Secretary-Treasurer of the Union a record of those Employees for whom deductions have been made, together with the amounts of such deductions.

Section 5: *Requests for Additional Deductions.* Requests to the Company by the National Union to deduct membership dues (other than initiation fees) in excess of current monthly dues, and notices of any increases in initiation fees, shall be effective only upon written assurance to the Human Resources staff of the Company from the Union that such amounts are a part of the membership dues under the Union's constitution, and have been duly approved by the Union.

Section 6: *Notice to Union of Employee Revocations.* The Company will advise the National Union in writing of receipt by the Company of any written notice from an Employee revoking his/her assignment and authorization to deduct Union membership dues from his/her pay. Such written notice to the Union shall identify the Employee and specify the date notice was received by the Company and shall be sent to the National Union within ten (10) working days of receipt of such notice.

Section 7: *Notice of Transfer to Excluded Position.* When an Employee is transferred to an Excluded Position, the Company will give the National Union a written notice of such transfer,

within thirty (30) days from the date of transfer, said notice to list the Employee's name, Unit and Social Security Number.

ARTICLE V - REPRESENTATION

Section 1: *Selection of Committeeperson.* For the handling of grievances on its behalf, the Union, from among the Employees of the Bargaining Unit, including those units comprised of more than one Site may elect a committeeperson for each shift.

The Union may appoint one committeeperson as Chairman of committeepersons to coordinate grievance procedures and to act as the committeeperson on the shift to which he is assigned. The President of a local Union shall act as such Chairman. The Company shall give to the Union a list of security supervisors, including their names and titles, and the Union shall give the Company a list of its representatives.

The President and committeepersons shall so be placed by the Company that they shall be reasonably accessible at all times to the Employees for the presentation of grievances. If the National Union requests that the Chairman be given work on a different shift, the Company will undertake a good faith effort to change him to that shift. If an elected committeeperson is bumped from the shift where he was elected, and this results in more than one elected committeeperson on a shift, only the committeeperson elected on the shift, or if he has also been bumped, a committeeperson designated by the Union will be recognized for purposes of representation under this Agreement.

The provisions of the above paragraph may be waived by the local Union upon written request and subsequent approval of the national Union.

Section 2: *Temporary Committeepersons.* If any committeeperson shall be absent from the Site, the President may appoint a temporary committee person in his place and stead and shall notify the Company of such appointment prior to the time the temporary committeeperson is to act in this capacity.

Section 3: *Requirements.* All committeepersons must be Employees who have been in the regular employ of the Company, and in the Unit for at least one (1) year immediately preceding their designation as committeepersons, except where Employees of one year's service are not available.

Section 4: *Privilege of Leaving Work.* In order to facilitate the speedy handling of grievances, the privilege of the Union representative to leave his work during working hours without loss of time and wages is recognized, provided that:

- a. The time is devoted to the prompt handling of grievances in accordance with the provisions of Article VI and the Company has authorized and approved of the leave from work; provided that such authorization and approval will not be unreasonably withheld.
- b. The privilege is not abused.
- c. Such persons will continue to work at assigned jobs at all other times, except for such time as is required for the settling of grievances.

The handling of grievances, however, shall not furnish an excuse for any Employee to leave the post to which he is assigned and at which he must remain unless relieved. It is understood that the handling of grievances shall in no case interfere with the efficient operation of the Company. Subject to paragraph 4a above, the Company shall, upon request, furnish relief to a committeeperson when his duty requires him to remain at his post and his presence elsewhere is necessary for the handling of a grievance.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1: *Introduction.* When an Employee, or the Union collectively, has a grievance against the Company, it shall be processed in accordance with the grievance procedure hereinafter provided:

Grievances at all stages in the grievance procedure shall be presented in writing, signed by the Employee, if available, (if not available, the Union Committeeperson may sign the grievance with the Employee's or Employees' consent with the understanding that the required signature(s) will be obtained when the Employee or Employees are available) and all dispositions thereof shall also be made in writing.

The parties shall make a sincere and determined effort to settle meritorious grievances in all steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.

Any grievance that either: (a) is not processed further, or (b) is disposed of in accordance with the grievance procedure shall be considered settled, and, unless otherwise agreed to by the parties, such settlement shall be final and binding upon the Company, the Employees or Employee involved, and the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section 2 of this Article, the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of the interests of each Employee or group of Employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company any claim, proceeding or action asserting a violation of the Agreement.

After a grievance has been appealed to the second stage of the procedure, the grievance shall become the property of the Union.

No Employee or former Employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 2: *First Stage Grievances*

- a. An Employee believing there is cause for a grievance may, at the Employee's option, discuss the matter directly with the Account Manager or his designee and committeeperson within 10 calendar days of when the Employee knew or should have known about the matter. If the matter is not resolved, the committeeperson, within six (6) working days after the Employee has discussed the matter with the Account Manager or his designee, may file a written grievance. The committeeperson should set forth all facts relied upon and should specify such section(s) of the Agreement, or any local agreement supplemental thereto, claimed to have been violated. The grievance should be signed by the Employee, or Employees, if available, and submitted by the committeeperson or other appropriate Union representative.
- b. The Local President shall have the power to withdraw a first-stage grievance and the designated Company representative shall have the power to adjust a first-stage grievance.
- c. The Account Manager or his designee shall give a written disposition within four (4) working days after presentation of the written grievance to the Account Manager or his designee. Upon request of the Local President (or Chairperson in multi-unit locals) or the Account Manager or his designee, the parties shall meet and confer on the matter during the four (4) day period at a mutually agreed-upon time.
- d. If the Account Manager or his designee's disposition is not satisfactory, then the Local President (or Chairperson in multi-unit locals) within three (3) working days may advance the grievance to the second stage of this procedure.

Section 3: *Second Stage Grievances.*

- a. The Local President may request the District Manager, or other members of management that the Company may so designate, to meet with its Executive Board (composed of three Employees) in an effort to settle the grievance.

- b. Upon receipt of such an appeal, the Company will arrange a meeting to discuss the matter within five (5) working days.
- c. The Company's disposition of the grievance at this stage shall be given to the Chairperson or their designated representative within five (5) working days after the date of the appeal meeting.

Section 4: *Third Stage Grievances.* If the Union finds that the disposition given in the Second Stage of the grievance is unsatisfactory, the grievance may then be referred to the national Union for consideration of advancing the grievance to the Company's Manager in Charge of the Ford Account, or any replacement for that position. The Union may, within fifteen (15) working days following the date of the Second Stage disposition request that the President of the local (and/or the Chairperson of the unit) and three (3) representatives of the Union meet with such Company representatives as are selected by the Company in order to adjust the matter.

The place and time of such meeting shall be subject to approval by both parties. The parties will endeavor, where possible, to meet within ten (10) working days after the request. The Company shall give its written disposition within ten (10) working days of said meeting date.

Section 5: *Appeal to Arbitration.*

- a. If the grievance is based upon a claim of violation of rights expressly accorded by this Agreement and if the dispute is one which under this Agreement is within an arbitrator's power to decide, the Board of Governors of the Union by notifying the Regional Manager of the Company in writing within twenty (20) working days after disposition made pursuant to Section 4 of this Article of its intention to do so, may appeal the grievance to an impartial arbitrator in accordance with and subject to the provisions of this Section.

The Notice of Appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance together with the award requested.

- b. Upon receipt of the Notice of Appeal, the Company and the Union shall have an additional ten (10) working days in which to agree upon an arbitrator.
- c. In the event of failure to agree upon an arbitrator, as provided in Section 6(b) above, the American Arbitration Association or the Federal Mediation and Conciliation Service shall be requested by either party to submit a panel of arbitrators from which an arbitrator shall be selected according to the method of selection provided by the Voluntary Arbitration Rules of the American Arbitration Association. If the grievance involves the protest of a discharge, the parties may mutually agree to expedited arbitration.
- d. Any issue involving the interpretation and/or the application of any term of this Agreement

or written supplement thereto may be initiated by either party directly with the other party.

Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may be appealed directly to the arbitrator as provided in Section 6(b) or (c) if it is an issue upon which he is empowered to rule.

Section 6: *Powers of Arbitrator.*

- a. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to attempt to render a decision within 60 days in cases of alleged violation of the terms of this Agreement.
 1. He shall have no power to add to, or subtract from, or modify any of the terms of any agreement.
 2. He shall have no power to establish wage scales or change any wage.
 3. He shall have no power to substitute his discretion for the Company's discretion in cases where the Company is given discretion by applicable law, by this Agreement or by any supplementary agreement, except that where he finds a disciplinary layoff or discharge is in violation of the standards set forth in this Agreement, he may make appropriate modifications of the penalty.
 4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Company to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of the Company and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
- b. In the event that a case is appealed to an arbitrator over which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- c. If any award of an arbitrator requires the approval of any governmental agency, the award shall be subject to such approval.
- d. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the Employee or Employees involved and the Company. The Union shall not encourage any of its members to appeal to any court or Labor Board a decision of an arbitrator.
- e. The fees and expenses of an arbitrator shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them, and neither party

shall be responsible for the expense of witnesses called by the other.

- f. The National Union is authorized to withdraw or settle with the Company any grievance appealed by the Union to the arbitrator at any time before it is heard by the arbitrator. After a case upon which the arbitrator is empowered to rule has been heard, it may not be withdrawn by either party without the consent of the other.
- g. In the event that a case is appealed to arbitration and the arbitrator does not rule within the agreed upon time, including any extensions, the Company and the Union third stage grievance representatives as provided for in Section 4 of the Article shall meet and determine whether to withdraw the case from further consideration by that arbitrator. Should the parties so elect, another arbitrator will be selected pursuant to the procedures established under Section 6 of this Article and the case may be reheard.

Section 7: *General Grievances.*

- a. In the case of a general grievance which affects Employees at more than one Site, it may be initiated by the Union's National President at the third stage of the grievance procedure.
- b. In the case of a general grievance which affects Employees at a Site as a whole, it may be initiated by the Union's Local President at the second stage of the grievance procedure.
- c. In the case of a grievance affecting an Employee who has been terminated or given time off or suffered loss of pay, the Union may initiate a grievance at the second stage of the grievance procedure.

Section 8: *Time Limits.*

- a. For the purposes of this Article, a "working day" shall mean any day except Saturday, Sunday and the holidays as provided in Appendix A.
- b. Any of the time limits provided in this Article may be extended by mutual agreement.
- b. Any grievance upon which a disposition is not made by the Company within the time limits prescribed herein, or such extension as may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date the time for disposition expired. Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition and shall be final and binding.

Section 9: *Back Pay.*

- a. The Company shall not be required to pay back wages more than two (2) working days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the Employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the Employee files his grievance within two (2) working days after receipt of such pay. All pay shortages will be reported immediately to payroll and corrected as expeditiously as possible.
- b. All claims for back wages shall be limited to the amount of wages that the Employees would otherwise have earned less any unemployment or other compensation that he may have received from any source during the period of the back pay. No award of back pay shall be reduced by reason of the Employee's earnings in other employment which he had had during his previous employment by the Company, to the extent that he does not increase the hours devoted to such other employment. Back pay awards shall be paid within thirty (30) days of such award except where the work involved makes it impractical.
- c. For purposes of this section, the phrase "working day" shall not include regular scheduled days of rest for Employees on necessary continuous 7-day operations.
- d. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 10: *Probationary Employees.* Probationary Employees are covered by the terms of this agreement but, except as provided below, shall have no access to the grievance procedure for the enforcement of their rights relative to discipline and/or discharge. It is understood that the Company may discharge or transfer Employees at any time during the probationary period. However, any claim by a Probationary Employee that his or her discharge or transfer is based on discrimination may be taken up as a grievance.

Section 11: *Grievance Procedure Administration.* To improve the administration of the grievance procedure either the Union's National President or the local management of the Company may contact the other party in situations when problems have developed at a specific Site. Upon receipt of such request, National representatives of the Union and local management of the Company will meet to discuss the problems in an attempt to formulate corrective action.

ARTICLE VII - RIGHTS OF MANAGEMENT

The Union recognizes that the management of the Company's business, including the hiring of Employees and the maintenance of order and efficiency in its operations, is the sole responsibility of the Company and that the Company must be free to exercise these rights effectively, as hereinafter provided, subject to such regulations and restrictions governing the exercise of these

rights as are expressly provided in this Agreement. In recognition of these principles, the following provisions are agreed to:

Section 1: *General.* The Company retains the sole right to hire, lay off and assign Employees and to determine the starting and quitting time and the number of hours to be worked subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement. Further, the Company retains the sole right to plan, direct, and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations, and/or services utilized and/or provided, or to discontinue their performance by the Employees; to subcontract consistent with express client mandates and needs and not for the purpose of evading the obligations of this Agreement, provided that the Parties comply with paragraph 5 of the Settlement Agreement between PPAN and Ford Motor Company, dated January 8, 2007; discontinue operations by sale or otherwise, in whole or in part at any time; to establish, increase, or decrease the number of work shifts, and to determine the shift starting and ending times, as well as determine the Employees' work duties; to require performance of duties other than those normally assigned; to select supervisory employees; to train Employees; to discontinue, reorganize, or combine any part of the organization.

Section 2: *Discipline and Discharge.*

- a. The Company retains the sole right to discipline Employees for just cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement. Complaints that the Company has violated this paragraph may be taken up through the grievance procedure provided in this Agreement.
- b. In imposing discipline on a current charge, the Company may take into account the Employee's entire disciplinary record, irrespective of whether the offenses are for similar reasons. However, in so doing, the Company will not take into account any prior infractions which occurred more than three (3) years previously. All written material pertaining to a specific penalty will be removed from the Employee's personnel record by the end of three (3) years from the date of imposition. The Union may review with the Company the parts of the Employee's personnel file related to the disciplinary action in question, provided the Employee has signed a waiver or release permitting such review.
- c. If the Employee requests Union representation, all relevant facts pertaining to the circumstances involved in the disciplinary action shall be discussed with the Union representative present. A written notice of the disciplinary action taken will be promptly furnished to the Union.
- d. If an Employee signifies that he does not want Union representation at a disciplinary hearing, he shall sign a waiver to that effect.

- e. If the Company believes there is just cause to issue discipline to an Employee, the Company shall notify the Employee or the Union within ten scheduled work days of when the Company knew about the infraction resulting in potential discipline.

Section 3: *Rules and Regulations.*

- a. The right of the Company to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of Company and, after discussion with the Union and advance notice of new rules or regulations to the Employees, to require compliance therewith by Employees is recognized. Written notice of such new or revised rules or regulations will be furnished to the Union, where practical. The Union reserves the right to question the reasonableness of the Company's rules or regulations or changes through the grievance procedure.
- b. Employees are required to adhere to all applicable post orders, as well as all Ford Motor Company rules and regulations which are not in direct violation of this Agreement. To the extent any post order(s) conflicts or contradicts any other rules or regulations of the Employer, the post order(s) shall control and govern accordingly.

Section 4: *Protection of Property.* The Company retains the sole responsibility to determine the methods and means by which, and the extent to which, its property and the property of Ford Motor Company shall be protected, and its rules shall be enforced and, subject only to such restrictions as may be expressly provided by this Agreement, and to such restrictions and requirements as may be imposed by Ford Motor Company, the Company retains the sole responsibility to assign the duties, posts and responsibilities to employees. The Company shall promptly provide to the Union written notice of such Ford Motor Company restrictions and requirements which apply to Bargaining Unit members.

Section 5: *Promotions.*

- a. The Company retains the sole right to promote Employees to supervisory and other Excluded Positions not covered by this Agreement or any other agreement supplementary hereto.
- b. Promotions within the Bargaining Unit from one classification to a higher paid classification, where applicable, will be based primarily upon merit and ability, but when these are equal, the Employee having the greatest seniority will receive preference. Claims that the Company did not exercise fairness in judging the qualifications of the available candidates may be processed through the grievance procedure.

- c. Promotions from one classification to a higher paid classification shall be made from within the Site based primarily upon merit and ability, but where these are equal, the Employee having the greatest seniority will receive preference. In the event there are no qualified candidates from the Site, as so determined by the Company, promotion shall be opened to other Employees at other Sites and shall be made based primarily upon merit and ability, but where these are equal, the Employee having the greatest seniority will receive preference. In the event there are no further qualified candidates, the Company may fill the opening through outside hiring. The Company shall give the Union notification of job openings in higher paid classifications no less than fifteen (15) days prior to filling the opening, if possible. The Company shall also post the job opening to be filled at the respective bargaining unit Site, no less than fifteen (15) days prior to filling the opening, if possible. Claims that management did not exercise good faith in judging the qualifications of the available candidates may be processed through the grievance procedure.
- d. Any Employee promoted or transferred to a new classification covered by this Agreement (i.e. Level II or Level IIC) shall be subject to a ninety (90) day (at least 60 working days) probationary period in his or her new classification. During this probationary period, the Company shall determine, in its discretion, whether the newly-promoted Employee is capable of performing the functions of the new position. In the event the Company determines that the newly-promoted Employee is not so capable, the Company reserves the right to return the Employee to his or her previous position.

Section 6: *Retention of Rights.* It is understood and agreed that any of the powers and authority the Company had prior to the signing of this Agreement are retained by the Company excepting those specifically abridged or granted by this Agreement.

Section 7: *Release at Company Option.* An Employee may be released at the option of the Company if the Employee does not qualify for licensure under applicable state, federal or local laws. Complaints that the reason for a release provided by Company was not present may be taken up through the Grievance Procedure.

ARTICLE VIII – SENIORITY

Section 1: *Computation of Seniority.*

- a. Seniority shall be determined and operated on a Site-by-Site basis according to the Sites described in Article I.
- b. If there has been a break in an Employee's seniority, his seniority shall be measured from the date of rehire following such break.

- c. The Company shall recognize the Ford Site seniority date and prior contractor Site seniority date in determining Site seniority with the Company for all Employees, provided the Employee has been continuously employed by the Company since the Employment Date.
- d. Any Transferred Employee hired or transferred to a Site after the Employment Date, and all Employees who are not Transferred Employees, shall have their seniority computed as of the date of hire or transfer to a Site, subject to the provisions of Section 1f or Section 4 of this Article.
- e. A new Employee shall be regarded as a Probationary Employee and shall not have seniority. After a new Employee's first ninety (90) days (at least 60 working days) of continuous employment in the Bargaining Unit, if retained thereafter, he shall have seniority as of the date he was originally hired into the Bargaining Unit. Subject to Article VI, Section 10, the Company may discharge or transfer any Probationary Employee at any time during this period.
- f. In the event of equal seniority, the Employee having the greatest number of years of employment with the Company shall be deemed to have the greatest seniority. In case of a tie, the last four (4) digits of the Employees' social security number shall be considered with the lowest four digits having the most seniority.

Section 2: *Seniority Lists.*

- a. The Account Manager, or other Company representative designated by the Company, within twenty (20) days of execution thereof, shall furnish to the local Union, in writing, and post in the Security Office a complete list of Employees showing their seniority determined in accordance with this Agreement. Any Employee desiring to protest the correctness of the position on the seniority list shall file a protest in writing together with any written evidence or documentation in support thereof, with the Account Manager, within twenty (20) days subsequent to the posting of said list. After such twenty (20) days, said list shall be considered as the seniority list, except as to any protest thereto filed by an Employee which may be taken up as a grievance under the grievance procedure if said protest is not satisfactorily resolved.
- b. The seniority list shall be brought up to date each January 1 and June 30, thereafter, and a copy of each revision thereto shall be furnished to the Union, whereupon the provisions of Section 2 with respect to filing objections shall be applicable.
- c. The Site Supervisor (or representative) will also furnish the Secretary-Treasurer of the National Union a complete list of Employees showing their seniority determined in

accordance with this Agreement as soon as practicable following the effective date of this Agreement, and semiannually each January 1 and June 30 thereafter.

Section 3: *Preferential Seniority.* With regard to layoff and recall, and as otherwise allowed by law, notwithstanding their respective positions on the seniority list, the National President, Vice President, and Secretary-Treasurer, and the Local President and Secretary-Treasurer, in the order named, shall have top seniority in the Bargaining Unit.

The foregoing provisions may be waived by the Union upon written request and subsequent approval of the National Union.

Section 4: *Accumulation of Seniority.*

- a. An Employee who subsequent to being hired by the Company is transferred to an Excluded Position or is promoted to an Excluded position and who thereafter is continuously employed in such position, shall, if transferred back to a Bargaining Unit position, be accorded the seniority ranking he had at the time of such transfer plus up to a maximum of six (6) months of the time accumulated while working in such Excluded Position. Within one hundred twenty (120) days of being promoted, should the Employee or the Company, for whatever reason, conclude the promotion is unsatisfactory, following discussions with the local Account Manager, the Employee will be allowed to return to his previous Bargaining Unit position, provided that such return does not displace another full-time Bargaining Unit Employee.

Section 5: *Loss of Seniority.* Seniority shall be lost upon the happening of any of the following events:

- a. If the Employee quits.
- b. If the Employee is discharged and the discharge is not reversed through the grievance procedure.
- c. If the Employee fails to report to work within five (5) days (excluding Saturdays, Sundays, and Holidays) after a certified or registered mail notice to report has been sent to their last known address according to the Company's records, and does not give a satisfactory reason for their failure to report. A copy of the notice to report will be provided (via email) to the local Union with the understanding that late receipt or failure to receive a copy of such notice by the local Union will not be the basis for any claim against the Company by either the employee or the Union. This provision in no way limits the Employer's right to issue discipline up to and including discharge for an Employee's failure to report to work.

- d. If a settlement with the Employee has been made with the approval of the Union for total disability.
- e. If the Employee is transferred out of the Bargaining Unit and their seniority is not protected by Section 4 of this Article.
- f. If the Employee is laid off and thereafter is continuously unemployed by the Company for a period of time equal to their seniority but in no case less than twenty-four (24) months.

Section 6: *Reduction in Force.*

- a. In the event of a layoff, all Probationary Employees shall be laid off before any Employees with seniority are laid off and seniority Employees shall be laid off in Site seniority order and recalled in the reverse order, unless the Company and the Union should make other arrangements by written agreement. The Company will, if possible, advise the Union two (2) weeks in advance of proposed layoffs and recalls of Employees. Any deviation from these provisions shall be subject to negotiation with the Union.
- b. A laid off full time Employee shall be given first preference to work any available open shifts at the site from which the Employee was laid off, up to forty (40) hours per week, before such shifts are offered to part-time employees. In the event more than one full time Employee is laid off, the available shifts shall be offered to the laid-off Employee with the highest seniority, up to forty (40) hours per week. Should a laid off employee not exercise his/her seniority at the time of the layoff, he/she shall have to wait until next shift bid or vacancy occurs.
- c. Upon notification of security functions ceasing at a work Site due to plant closure, impacted Employees who have passed probation shall be granted preferential placement rights at any Site where job openings exist, including preference over Probationary Employees. Preferential placement rights shall be in direct order of seniority. In the event an Employee refuses to accept placement to a job opening, the next Employee on the seniority list shall be offered the opening. Upon preferential placement to a job opening, the Employee's Site seniority earned at the work Site where the plant closure occurred, shall be carried forward into the new Site and treated as accrued Site seniority at the new Site. Previous Ford seniority shall not be carried forward into the new Site. In the event of a reversal of the plant closure decision impacting the work Site, Employees displaced from that work Site will retain preferential recall rights in seniority order.
- c. All Employees who are laid off from a Site and who make application for a job in the Security Department of another Site will be given preference over other applicants, provided they are qualified for the job opening. Such application may be filed by the laid-off Employee at the time of his layoff and at the Site from which he is being laid off.

An Employee who accepts employment at another Site under this procedure will continue to retain recall rights at his original Site from which he was laid off. Employees exercising their recall rights to their original Site are responsible for their relocation expenses.

The Company will establish a procedure for making such applications available at the Sites which would be affected. Upon being employed, such Employee will establish seniority in the new Site as provided in this Article.

d. In the event of Site closure, the Company will attempt to accommodate voluntary transfer requests. To that end, the Company will provide a Census Letter to the impacted Employees advising them of possible openings and seeking to determine their interest in a voluntary transfer. The following guidelines will govern the administration of any such Site closure transfers.

- The Employee will provide three locations to which he or she is interested in transferring.
- The Employee will express interest in Full-Time, Part-Time or on-call.
- There will be an option to change locations the Employee is interested in.
- A refusal of a Location listed on the census will cause that location to be removed from the Employee's list and the Company is not required to contact the Employee again for that specific location.
- Southeast Michigan may be considered one location for census and selection purposes.
- The response "Any Location" will be accepted.
- Seniority, among qualified Employees, will be governed by Section 6 (b) of this Article.
- There shall be no bumping rights with regard to a Site closure.

Section 7: *Transfers.* Unless otherwise provided for herein, no Employee who has acquired seniority shall be transferred out of the Site without their consent.

Section 8: *Shift Preference.* Seniority, provided the Employee has the required skills and ability to perform the job, shall be the guiding principle as to the choice of shifts. An agreement pertaining to shift preference may be negotiated locally. The Company reserves the right to place a Probationary Employee on any shift during his probationary period. Shift preference of Non-Probationary Employees shall not be affected by Probationary Employees placed on the various shifts for training and evaluation purposes.

Shift selections will be done annually. The Company will provide a master list of shifts for scheduled workdays. Employee's shift selections will be based on Site seniority; however, an employee outside of a particular classification will not be able to bump an incumbent employee in

a higher paid classification out of the incumbent employee's classification, regardless of site seniority. Employees will bid their first, second and third shift preference in the first two weeks of April, unless otherwise agreed to in accordance with Article XII, Section 13. The shift change will take place in the month of May, unless otherwise agreed to in accordance with Article XII, Section 13.

The Company recognizes the Union's desire that there be as many full-time positions as possible. The Parties agree that, of the total number of PPAN model hours worked at a Site, excluding overtime, ninety percent (90%) of said hours shall be performed by Full-Time Employees. The balance of hours, not to exceed ten percent (10%) of the total number of PPAN model hours worked at a Site, excluding overtime, may be performed by Part-Time Employees.

ARTICLE IX - LEAVES OF ABSENCE

Section 1: *General.* Written leaves of absence without pay for specified personal reasons and periods of time may be granted Employees without loss of seniority at the discretion of the Company provided that the Employee does not work for his own gain during the leave of absence unless mutually agreed by the Company and the Union. Any violation of this provision may result in the Employee losing his seniority, provided that the Company has proof of a violation of this Article or proof of the violation is furnished by the Union to the Company within fifteen (15) days after date of reinstatement. Written leaves of absence may be granted for Employees who are physically unable to perform their duties upon a showing of proper proof of such disability throughout the period of absence. Notwithstanding the "look back" calculation of Appendix A, Paragraph 3, Employees on an authorized leave may begin accruing vacation upon their return to work, at the Company's discretion.

Any Employee who fails to report for work after the expiration of an approved leave of absence will be terminated involuntarily as a "Quit" subject to the provisions of Article VIII, Section 5(c).

Section 2: *State and Federal Family and/or Medical Leave:* Eligible Employees shall be permitted to take family and/or medical leave in accordance with state and/or federal laws.

Section 3: *Military Leave.* An Employee on Military Leave for service of the United States shall be reinstated in accordance with the requirements of applicable law.

Section 4: *Union Leaves of Absence.* An Employee elected to a Union position or selected by the Union to do work which takes the Employee from employment with the Company shall, upon written request from the Union, submitted to the Company at least three (3) days prior to the first day of absence, receive a temporary leave of absence, without pay, for the period of service with the Union, and upon the Employee's return shall be reinstated at work in line with the Employee's seniority status in the classification in which the Employee was engaged last prior to the leave of absence; the Employee's seniority shall accumulate throughout the period of the leave

of absence. Reinstatement under this provision is conditioned on qualification after an opportunity to receive the appropriate training that may have changed or expired during an individual's absence. Leaves of absence for a period of one year or more shall be renewed yearly.

ARTICLE X - COMPENSATION AND BENEFITS

All provisions relative to the schedule of classifications and rates and other benefits are outlined in Appendix A of this Agreement.

The Company agrees that if an Employee is called in to work and completes his or her assignment in less than four (4) hours, that Employee shall be offered the opportunity of working an additional period of time equal to a minimum of four (4) hours. Following completion of the assignment in less than four (4) hours, the Employee may, at the supervisor's discretion, leave earlier, and be compensated only for the time worked.

The Company agrees that Employees, who are injured while working and are sent home because of such injury, shall be paid at the given rate of pay for said day in which the injury occurred.

ARTICLE XI - STRIKES AND LOCKOUTS

Section 1: *Prohibited Activities.* It is agreed that the Union and its members individually and collectively shall not during the term of this Agreement cause, permit or take part in any strikes, picketing, sit-down, stay-in, slow-down or other curtailment or restriction of production or interference with work in or about any Site. Any Employee found guilty of violating this Section may be subject to discharge. Correlative with this provision, the Company agrees not to engage in a lockout.

Section 2: *Limitations on Right to Strike.* The Union will not authorize or countenance, and the Employees will not engage or participate in any strike or work stoppage while a strike, work stoppage or other labor disturbance is occurring at the plant among employees other than those covered by this agreement.

ARTICLE XII - LICENSING REQUIREMENTS

Many regulatory authorities (federal, state and local) require that employees of security companies such as Employer, who are engaged in security activities, be licensed to ensure that they are qualified and have adequate training, experience and knowledge to perform the job. Employees employed or to be employed at a Site in a jurisdiction which requires licensing will be notified of any licensing requirements which become effective during their employment with Company. Copies of such notification will be supplied to the Union. Any Employee who does not qualify or re-qualify under the applicable licensing requirements and who is thereafter suspended or discharged shall not be entitled to back pay if he is later reinstated because of subsequent

qualification. The Employer will not assume any responsibility for any costs or fees associated with obtaining or renewing any applicable federal, state, or local licenses required to be held by Employees. In cases where the Employer is the holder of the license, the cost of such license shall be covered by the Employer.

ARTICLE XIII - MISCELLANEOUS

Section 1: *Uniforms and Equipment.*

- a. Any Employee required to wear a uniform of any kind shall be furnished all required articles by the Company free of charge. The Employee shall maintain all such articles including laundering, cleaning, and pressing; provided, however, that the Company shall replace any item of the uniform for which mending is not possible and/or warranted. The Employer shall also provide for the alteration and mending of uniforms with a vendor to be determined by the Employer. Summer short-sleeve shirts shall be furnished by the Company. In the event questions arise regarding uniforms, they may be discussed with local management. For those articles of the uniform for which dry cleaning is required (blazers, dress pants), the Company shall pay for the dry cleaning of said articles at a cleaning facility, and in accordance with a schedule, to be determined by the Employer. For Employees that receive wash and wear uniforms, each Employee shall receive five (5) pairs of pants, five (5) long-sleeve shirts, and five (5) short-sleeve shirts. For Employees receiving the executive uniform, each Employee shall receive four (4) shirts, three (3) pants, two (2) blazers, one (1) sweater, two (2) ties, one (1) belt, one (1) parka, one (1) breeze bender, and raincoats as needed. Employees whose job duties require them to be outside shall also receive a raincoat and a jacket.
- b. Subject to availability from Ford Motor Company, the Company agrees to furnish a suitable dressing and locker room and proper toilet facilities, together with a locker for each Employee in a suitable place. The location of all such lockers and dressing rooms is subject to the approval of Ford Motor Company, and is to be agreed upon by the Company and the Union President or his designated representative.
- c. The Company shall furnish Employees on outside duty a suitable shelter to protect the Employee from inclement weather and shall endeavor to give adequate relief under all such conditions.
 - The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment.
 - When any Employee is given any duty involving hazards, the Company shall furnish the Employee with the necessary and appropriate equipment for the purpose of protecting the Employee and the Company's property.

- The Company shall provide protective devices or other special kinds of wearing apparel which it requires Employees to wear as a safety measure to protect the Employees from injury or sickness.
 - Materials and equipment which the Company furnishes for such purposes will meet required legal standards of safety and sanitation.
- d. The Company will maintain a portable first-aid kit within the Security Office for use by Employees.

Section 2: *Bulletin Boards.*

- a. Subject to availability and approval from Ford Motor Company, a suitable bulletin board agreed upon by management and the Union President for the use of the Union shall be erected in a suitable place either in the locker room or otherwise jointly determined. The bulletin board may be used by the Union to post the following types of notices:
1. Notices of Union recreation and social matters.
 2. Notices of Union elections, appointments, and results of same.
 3. Notice of Union meetings, provided that additional notices may be posted by mutual consent.
 4. The seniority list may be posted upon such bulletin board.
- b. The bulletin board shall not be used by the Union or its members for disseminating any propaganda whatsoever, and, among other things may not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

Section 3: *Union Records.* If the Union so desires, the Company will attempt to furnish suitable space and accommodations where the Union may keep its records pertaining to its dealings with the Company. The Company takes no responsibility for the safety of the contents thereof.

Section 4: *Company Representatives.* The Company, upon request by the Union, will furnish in writing the names of its representatives who are to perform their duties under this contract.

Section 5: *Restrictions on Organization.* The Union agrees to refrain from organizing or accepting into membership any persons employed by the Company with a view to representing such persons for purposes of collective bargaining; other than those employed as guards within the meaning of the National Labor Relations Act, as amended.

Section 6: *Posting of Assignments and Duties.* The schedule of assignments and duties shall be posted at thirty (30) day intervals, at least one week in advance. It is recognized that emergency or unusual situations may require a change in the schedule of assignments and duties. When such change in the schedule of assignments and duties occurs, the affected Employee(s) will be advised as far in advance as practicable.

Section 7: *Closed Circuit Monitoring.* Where closed circuit television is utilized for the purposes of providing security for Ford Motor Company property and employee parking lots, the Company agrees that the monitoring and operation of such closed circuit television is the responsibility and duty of the Bargaining Unit Employees. This commitment in no way restricts the right of security supervisory personnel to simultaneously view the monitors, or in emergency or unusual circumstances to solely view the monitors.

The Company agrees that where mechanical or electronic devices are utilized by the Company for purposes of providing security for Ford Motor Company property or parking lots, the monitoring and operation of such devices is the responsibility and duty of Bargaining Unit Employees.

Section 8: *Equal Application of Agreement.* The Company and the Union agree that the provisions of this Agreement shall apply to all Employees covered by this Agreement without discrimination and in carrying out their respective obligations under this Agreement neither will discriminate against any Employee on account of Race, Color, National Origin, Age, Sex, Religion, Sexual Orientation, Union Activity or against any disabled Employee.

Section 9: *Company Policy & Procedures/Rules Regulations.* Subject to the express provisions of this Agreement, the Union acknowledges that the Company has implemented certain policies and procedures, as well as rules and regulations, as set forth in the Security Officer Handbook, a copy of which has been provided to the Union. The only policies and procedures and/or rules from the Security Officer Handbook that are applicable to the Bargaining Unit Employees are as follows:

1. Personal Appearance and Public Perceptions
2. ID Cards and Licenses/Registration
3. Current Personal Information
4. Reporting For Duty
5. On-Duty Procedures
6. Calling-off From Duty (as modified by the agreed-upon Attendance Policy)
7. General Performance Guidelines
8. No-Fraternization
9. Workplace Injury and Safety (less the last sentence of Paragraph 1 of the Workplace Injury and Safety section of the Security Officer Handbook)
10. Employee Conduct and Work Rules

11. Progressive Discipline (the last sentence illustrates Employer's discretion to terminate an Employee without progressive discipline based on the severity of the offense)
12. Drug and Substance-free Workplace (no random testing of an individual Employee shall occur more frequently than on an annual basis)
13. Internet, Telephone and Electronic Usage
14. Operation of Vehicles (In the event an Employee for whom driving a motor vehicle is part of his or her job duties is unable to meet the Company's MVR standards, the Company will attempt to assign the Employee to another position covered by this Agreement or, if that is not possible, to another position with the Company not covered by this Agreement. The Company agrees to provide the Union with a written copy of its MVR standards matrix and shall post a summary of the applicable MVR standards at each Site).

Section 10: *Officer Schedules.* The Company and the Union understand that frequent changes to Employee start times can cause inconvenience to the Employee at issue. No Employee's schedule will be altered or modified to avoid the payment of overtime, unless consented to by the Employee.

Section 11: *Transfer of Employees from Site to Site.* The Company agrees that Non-Probationary Employees who are interested in a transfer to another such Site may inform the Account Manager of their interest in such a transfer. Company policy permits, in the discretion of management, transfers for Non-Probationary Employees who have demonstrated good performance and have been on their jobs for a reasonable time. Upon transfer, seniority will be determined in accordance with Article VIII.

Granting a requested transfer depends upon the Site to which the Employee seeks such transfer having an available opening and the Site's willingness to employ the Employee, and a determination by the Site from which the transfer would occur that the transfer is consistent with the continuing needs of the releasing Site. In no such case will an Employee be able to bump a less senior Employee in connection with a transfer.

Section 12: *Local/Site Specific Agreements:* It is understood by the Parties that certain Sites may require or desire terms different from those set forth in this Agreement. In such case, the local Site may agree to such terms, subject to the following conditions:

1. That any PPAN Local unit that wishes to enter into a Local Agreement notifies the Plant Protection Association National Offices and the Company Labor Relations Director within 60 days of the ratification of this Agreement.
2. Any such Local Agreements are subject to approval of both PPA National and Company

Senior Management.

3. That no Local Agreement interferes with the rights of either PPA or the Company as outlined in this Agreement.
4. Any Local that does not follow the notification procedure in 1, above, will be bound by the terms set forth in this Agreement.
5. It is the understanding of both PPA National and the Company that when a Local Agreement does not specifically address Shift Selection, Holiday Selection, Overtime Selection & Administration or Vacation Selection & Administration; this Agreement will control.

Section 13: *Previous Agreements Regarding Staffing*

1. The Company will abide by the terms of the settlement agreement reached between PPAN and Guardsmark (the predecessor employer) on August 1, 2008, concerning Level II staffing. At each of the following Sites, there will be at least one (1) Level II Security Officer per shift, on a seven (7) day per week, twenty-four (24) hour per day, basis: Buffalo Stamping, Chicago Assembly, Cleveland Engine, Kansas City Assembly, Lima Engine, Livonia Transmission, Louisville Assembly, Ohio Assembly, Sharonville Transmission, Woodhaven Stamping, Twin Cities Assembling, Walton Hills Stamping, Michigan Assembly, Romeo Engine, Van Dyke Transmission, Sterling Axle and Rawsonville.

Section 14: An on-call Employee who refuses two consecutive assignments shall be deemed to have voluntarily terminated his or her employment.

ARTICLE XIV - DURATION AND TERMINATION

Section 1: *Expiration Date.* This Agreement shall become effective at 12:01 a.m. on November 20, 2015, and shall continue in full force and effect until 11:59 p.m., December 31, 2018.

Section 2: *Notice to Modify or Terminate.* Automatic Renewal: This Agreement shall continue in effect for successive yearly periods after December 31, 2018 unless notice is given in writing by either the Union or the Company to the other party at least ninety (90) days prior to the December 31, 2018 termination date, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

Section 3: *Waiver of Bargaining During Contract Term.* Subject to the re-opener provision in Paragraph 4 of Appendix "A", the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this Agreement

Section 4: Re-Opener. In the event of the promulgation of a statute or regulation or the issuance of a judicial decision that changes an employer's obligations to its employees and/or causes a provision of this Agreement, or part of a provision, to become invalid or otherwise ineffective, the terms of this Agreement affected by that promulgation or decision shall be re-opened. In such event the re-opener shall only apply to the subject/provision impacted by the statute, regulation or judicial decision.

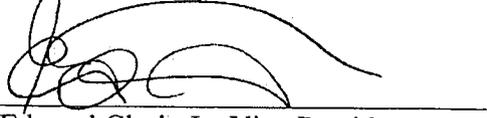
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

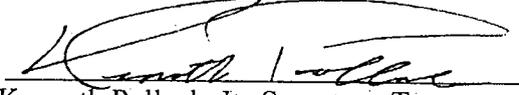
ALLIEDBARTON SECURITY
SERVICES LLC

By: 
Chad Stevens,
Vice President, Operations.

PLANT PROTECTION ASSOCIATION,
NATIONAL

By: 
Larry D. Daniel, Its President


Edward Clark, Its Vice President


Kenneth Pollack, Its Secretary-Treasurer

Date: 12 - 18 - 2015

Date: 12 / 18 / 15

APPENDIX A
ECONOMIC TERMS AND CONDITIONS

1. Wages: Employees shall receive wage increases and/or payments in the following amounts on the dates set forth below. With the exception of the starting wage rate for Security Officer Level I (\$13.00 per hour), percentage wage increases set forth in Paragraph 1A, below shall apply to starting wage rates set forth in Section "D" below. The Security Officer Level I starting wage rate shall remain unchanged throughout the term this Agreement.

- A. Employees earning less than \$21.17 per hour*: Effective on the dates set forth below, current Employees will either go to the applicable wage rates set forth in Section "D" below or receive the pay increases set forth in the below grid, whichever results in the higher wage rate.

Date	Amount Increase
November 20, 2015	3%
July 1, 2016	3%
July 1, 2017	3%
July 1, 2018	3%

** If, during the term of this Agreement, an Employee's wage rate rises to a level of \$21.17 per hour or more, he or she shall no longer be entitled to the percentage increases provided above and instead will be provided with the lump sum payments noted in Section B below. This provision shall not apply to Level IIC officers, who shall be entitled to percentage increases, but not lump sum payments, regardless of their wage.*

- B. Employees earning \$21.17 per hour or more shall receive the following payment on the dates provided below:

Date	Lump Sum Payment
Upon ratification of the CBA November 20, 2015	\$1500.00
July 1, 2016	** \$1550.00
July 1, 2017	** \$1600.00
July 1, 2018	** \$1650.00

*** Payable to those eligible full-time active Employees on the payroll as of the date of the payment noted above. Payments shall be subject to applicable withholdings. Except as required by law, the Company shall be under no obligation to make the lump sum payment to non-active Employees (e.g., those on reasonable accommodation leave) whose leave extends beyond the end of the calendar year for which the lump sum payment is due. For those employees, the determination whether to make the lump sum payment shall be at the discretion of the Company, subject to*

consultation with the Union, taking into account all relevant factors including the length of the Employee's leave. Where the Company determines that making the lump sum payment is appropriate, the payment shall not be made until the Employee's return to work.

Lump Sum Payment upon Contract Ratification: All eligible full-time non-probationary active Employees (average 30 hours per week in 2015) on the payroll as of the date of contract ratification shall receive a lump sum payment in the amount of \$1700.00 subject to applicable withholdings. *Except as required by law, the Company shall be under no obligation to make the lump sum payment to non-active Employees (e.g., those on reasonable accommodation leave) whose leave extends beyond the end of the calendar year for which the lump sum payment is due. For those employees, the determination whether to make the lump sum payment shall be at the discretion of the Company, subject to consultation with the Union, taking into account all relevant factors including the length of the Employee's leave. Where the Company determines that making the lump sum payment is appropriate, the payment shall not be made until the Employee's return to work.*

C. Starting Wage Rates Effective November 20, 2015:

Site	Site Address	Lvl 1 Wage Rate	Lvl 2 Wage Rate
NMPDC	17000 Oakwood Blvd. Allen Park, MI 48101	\$13.00	\$17.15
Rouge Center	3001 Miller Road Dearborn, MI 48120	\$13.00	\$17.15
World Headquarters	One American Road Dearborn, MI 48126	\$13.00	\$17.15
Michigan Proving Grounds	74240 Fisher Road Romeo, MI 48065	\$13.00	\$17.15
Atlanta HVC	175 Greenwood Industrial Pkwy McDonough, GA 30253	\$13.00	\$17.15
Brownstown PRC	25555 Pennsylvania Road Romulus, MI 48174	\$13.00	\$17.15

Detroit PDC	19991 Brownstown Center Brownstown Twp, MI 48183	\$13.00	\$17.15
Ft. Worth	4750 Liberty Way Fort Worth TX 76178	\$13.00	\$17.15
Livonia NPDC	11871 Middlebelt Road Livonia, MI 48150	\$13.00	\$17.15
Kansas City HVC	8515 Hedge Lane Terrace Shawnee, KS 66227	\$13.00	N/A
Twin Cities PVC	5700 Badger Drive Menomonie, WI 54751	\$13.00	\$17.15
500 Tower Center	500 Town Center Drive Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
Technical Training Center	25500 West Outer Drive Lincoln Park, MI 48146	\$13.00	\$16.34
Corporate Crossing	500 Town Center Drive Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
Fairlane Office Center	4 and 6 Parkland Blvd. Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
Fairlane Plaza	330 and 290 Town Center Drive Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
ITEK	15555 Lundy Parkway Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
Regent Court	16800 Executive Plaza Drive Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Senior Security Officer)
Ford Land Road Patrol	16800 Executive Plaza Drive Dearborn, MI 48126	\$13.00	\$16.34 (Ford Land Road Patrol Officer)
Buffalo Stamping	3660 Lakeshore Road Buffalo, NY 14219	\$13.00	\$17.15

Chicago Assembly	2530 E. 130th Street Chicago, IL 60633	\$13.00	\$17.15
Cleveland Engine	18300 Five Points Road Brook Park, OH 44142	\$13.00	\$17.15
Kansas City Assembly	8121 Northeast Hwy Claycomo, MO 64119	\$13.00	\$17.15
Rawsonville	10300 Textile Road Ypsilanti, MI 48197	\$13.00	\$17.15
Sterling Axle	39000 Mound Road Sterling Heights, MI 48310	\$13.00	\$17.15
Lima Engine	1155 Bible Road Lima, OH 45801	\$13.00	\$17.15
Livonia Transmission	36200 Plymouth Road Livonia, MI 48150	\$13.00	\$17.15
Louisville Assembly	2748 Fern Valley Road Louisville, KY 40213	\$13.00	\$17.15
Ohio Assembly	650 Miller Road Avon Lake, OH 44012	\$13.00	\$17.15
Sharonville Transmission	3000 Sharon Road Sharonville, OH 45241	\$13.00	\$17.15
Woodhaven Stamping	20900 West Road Woodhaven, MI 48183	\$13.00	\$17.15
Twin Cities Assembly	966 South Mississippi River Saint Paul, MN 55116	\$13.00	\$17.15
Walton Hills Stamping	7845 Northfield Road Walton Hills, OH	\$13.00	\$17.15
Michigan Assembly	38303 Michigan Ave. Wayne, MI 48184	\$13.00	\$17.15

Romeo Engine	701 East 32 Mile Road Romeo, MI 48065	\$13.00	\$17.15
Van Dyke Transmission	41111 Van Dyke Road Sterling Heights, MI 48314	\$13.00	\$17.15

- After twelve (12) months of service as a Security Officer Level I, the Employee shall move to the then current Security Officer Level I rate.
- Effective November 20, 2015, the Security Officer Level I rate (post twelve (12) month rate) shall be \$14.44 per hour. This \$14.44 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above.
- Effective November 20, 2015, the Security Officer Level II rate shall be \$17.15 per hour. This \$17.15 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above.
- Effective November 20, 2015, the Ford Land Senior and Road Patrol classification rate shall be \$16.34 per hour. This \$16.34 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above.
- Effective November 20, 2015, the Michigan Proving Grounds Office Level I rate (post twelve (12) month rate) shall be \$15.44 per hour. This \$15.44 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above.
- Effective November 1, 2012, the Employer shall create a new classification entitled Security Officer II (In-Training) to be allocated at various sites determined by the Employer. The pay rate applicable to individuals placed in this new classification shall be \$1.00 (one dollar) over their current wage rate. To remain in this classification, Employees must perform their duties in an acceptable manner and complete the requisite training, as outlined by the Employer in the timeframe established by the Employer. In the event an Employee fails to complete the training within the timeframe provided, he or she shall be returned to his or her former position at their former rate of pay. Ford shall determine the number of Security Officer Level II (In-Training) positions and, until such position has been authorized by Ford, no Employee shall be entitled to be placed in the classification and/or paid the applicable rate.

At those Sites where the new Security Officer II (In-Training) classification is utilized, the Employer shall post the job opportunity for a period of three (3) days, with the most senior qualified Employee at that Site being selected. Employees promoted to the new classification will only be eligible for promotion into the Security Officer II classification at their specific Site.

- Effective November 20, 2015, the Security Officer Level II Leader rate shall be \$20.80 per hour. This \$20.80 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above.
- Effective November 20, 2015, the Security Officer Level II Emergency Response rate shall be \$20.80 per hour. This \$20.80 per hour rate shall be subject to the annual percentage increases set forth in Paragraph 1A, above. However, once such an officer's rate exceeds the \$21.17 per hour threshold set forth in Paragraph 1B, above, that officer shall not be entitled to any further pay increases and shall instead receive the lump sum payment set forth in Paragraph 1B. As of the date of the execution of this Agreement, there are no Security Officer Level II Emergency Response positions authorized by Ford. Until such time as the position has been authorized by Ford, no Employee shall be entitled to be placed in the classification and/or paid the applicable rate.
- Effective November 20, 2015, the Employer shall create a new classification entitled "Utility Officer." The pay rate for a Utility Officer shall be \$18.50 per hour, subject to the annual percentage increases set forth in Paragraph 1A, above. Utility Officers shall be assigned to a single site and shall be utilized on an "as-needed" basis when coverage is needed for call-offs, vacations, PTO, client demands or any other unexpected event and shall work up to forty (40) hours per week. Selection of employees for the Utility Officer position shall be in accordance with Article 6, Section 5A. Utility Officers will have at least twelve (12) hours between shifts and shall have the ability to decline offered work two (2) times per month. Should a Utility Officer decline work more than two (2) times per month, he or she shall be subject to progressive discipline. Should a Utility Officer fail to answer his or her phone when a call to work is placed more than two (2) times per month, he or she shall be subject to progressive discipline. Utility Officers shall be paid for at least thirty five (35) hours per week, regardless of the number of hours actually worked, except in situations in which the Utility Officer has turned down offered work. Where a Utility Officer has turned down work, the number of hours turned down shall be deducted from the thirty five hours. (For example, a Utility Officer who worked 25 hours in a week but who turned down an additional eight (8) hour shift would be paid for 28 hours that week).

2. Seniority: The Company will maintain the seniority of all hired Employees. This includes not only the seniority earned with Guardsmark LLC but also any seniority that was achieved during employment as a protective services employee with Ford Motor Company prior to employment with Guardsmark LLC.

3. Vacation: Full Time Employees will be eligible for vacation based on the following schedule:

Vacation Benefit	Completed Months of Service
0	less than 12 months
One Week	12 - <24 months
Two Weeks	24 - <72 months
Three Weeks	72 - <192 months
Four Weeks	192 - <300 months
Five Weeks	300 months and subsequent

Vacation (including standards for eligibility) will be administered as set forth in the AlliedBarton Security Officer Handbook (the "Handbook"). For purposes of Vacation, a "Full Time Employee" is any Employee who averages a minimum of thirty-five (35) hours per week. For purposes of determining the 35 hours per week, the Employer shall conduct a "look-back" analysis at the start of each Calendar year to determine eligibility. This "look-back" analysis will involve the Employer at the start of each Calendar year looking back over the previous Calendar year to determine if, on average, the Employee's actual hours worked (including paid time off) equal 35 or more per week. In the event an Employee's hours do not equal or exceed 35 hours per week, he or she will not be eligible for the benefit at issue until such time as a subsequent "look-back" analysis has occurred (on the applicable date noted) and the Employee has averaged 35 or more actual hours worked (including paid time off) during the newly evaluated "look-back" period.

Eligibility Requirements to receive vacation pay:

- An Employee must work full time hours during the twelve month period preceding his/her anniversary date.
- On the Employee's first anniversary, s/he will begin accruing (earning) vacation for the period between the anniversary date and the end of the calendar year. Employees will both earn and use their vacation during this time period.
- Beginning January 1st of the following year, assuming the Employee has continued to work an average of 35 hours per week, the employee will begin a "fresh" accrual (earning) of the full tier amount, again accruing and using it at the same time.
- Vacation days may not be carried forward to the following calendar year. However, you may request pay in lieu of vacation time. This "buy back" will deplete earned vacation.

Advanced Vacation: Subject to the conditions of this policy, Employees will be able to take up to one week of their vacation in advance of earning it. In the event an Employee separates from employment and s/he has taken vacation not yet earned, the advanced hours will be deducted from the final paycheck where state law permits. Employees may not take more vacation than the total they would have accrued in the entire calendar year. Employees will be asked to sign and have approved, the appropriate "Hourly Vacation / Loan Request" form prior to being allowed to use vacation time.

Buy-Back of Vacation: If an Employee desires payment in lieu of vacation, the Company will buy back vacation up to the maximum amount of vacation that the Employee actually has available at the time of the request. Unearned vacation will not be advanced for the purposes of a buy-back.

Example of Eligibility: John's date of hire is 7/1/04. He works full time and on his 1st anniversary date (7/1/05) it is determined that he averaged 36.5 hours during his first year. Since he has met the minimum average of 35 hours, he becomes eligible to accrue/earn vacation on tier level "one" (see "Vacation Tier Schedule" above), or 1.53 hours per pay period. He will have 1.53 x 13 pay periods or 19 hours of vacation to use between 7/1/05 and 12/31/05. In December, his hours will be reviewed; if he does not meet the full time criteria, he will lose his eligibility. If he meets it, he will begin to accrue for 2006 in January. In this example, John will have 40 hours available to use in 2006, starting in January. In both years, since he's on an accrual system, he can use the vacation in advance of actually earning it.

To apply for a vacation and/or to buy back vacation: Complete an "Vacation / Loan Request" form at least three weeks in advance of the desired vacation time. This form can be obtained from the Account Manager or in the District Office. Vacation requests will be approved by the Account Manager according to scheduling needs at the Site. Requests for unpaid days off should be done in the same manner – notify the Account Manager at least three weeks ahead of time of the requested day(s) off.

Employees will be required to sign up for vacation during the first three (3) weeks of January. An Employee may select one (1) week of his or her vacation for use during the year based on seniority. Thereafter, each Employee at the Site will be given the opportunity to select a week of vacation based on seniority. After all Employees at the Site have been provided the opportunity to select one (1) week of vacation, the process will repeat itself, until such time as all Employees have selected the amount and dates of vacation they desire. The Employer shall attempt to accommodate vacation requests made less than three (3) weeks in advance of the requested vacation date. No vacation request will be unreasonably denied.

4. Health Insurance. Full time eligible Employees will be entitled to select one of the following health insurance payment options. In order to be eligible, an employee must have worked an average of thirty (30) or more hours per week in the "applicable calendar year measurement period (2016, 2017 or 2018)".
 - a) Existing active Full-time (30 hours per week) Employees, upon showing proof of alternative ACA compliant alternate coverage, may opt-out of offered Employer plans, and receive a payment of \$2500.00 annually. In order to receive said benefit the employee must demonstrate continuous coverage during the applicable calendar year measurement period. Said payment shall be made on or before Nov-15 of the applicable calendar year measurement period. Proof of continuous coverage must be provide to the company no later than Nov-1 of the applicable calendar year measurement period.

Additionally, said benefit shall not extend to employees hired after Jan-1 of applicable calendar year measurement period. The payment shall be for the applicable calendar year measurement period only. "Existing Full-time Employees" shall mean those individuals who have worked on average 30 or more hours per week during the previous calendar year.

- b) Eligible Employees may elect coverage under the 80/0 Aetna Option 1 or Aetna Option 2 Plan. The contribution level for each employee under these plans will be provided during the annual open enrollment period.
- c) Eligible Employees may elect coverage under the 80/0 PanaBridge Advantage Plan in accordance and, in connection there with, receive a one-time payment of \$1500. said payment shall be made no later than January 31 of the applicable calendar year measurement period. The contribution level for each employee under this plan will be provided during the annual open enrollment period.

5. Holidays and Holiday Pay: AlliedBarton recognizes six holidays, as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Selection: If a vacation day falls on a recognized holiday the Employee will not be required to work the holiday and will have the option to take the day as a vacation day, a holiday day, or both. In such case the Employee must inform the Employer in advance of his desire to receive both the vacation and paid holiday. The master Site schedule will determine the obligation to work on the holiday provided that Employees may opt out of working a holiday based on seniority preference, by shift, to the extent the manpower level is reduced by management.

Holiday Pay will be provided as set forth in the Handbook with the following exception:

- Any Employee who works on an applicable holiday shall receive double time.
- All full time Employees (i.e. thirty five (35) or more hours per week) who do not work on an applicable holiday shall receive eight (8) hours of pay at his or her normal rate.
- Part time Employees (i.e. fewer than thirty five (35) hours per week) who do not work on an applicable holiday shall receive no pay.

PTO: Full-Time Employees (i.e. thirty five (35) or more hour per week) will be granted up to six (6) working days per calendar year for personal days with straight time pay that shall not be considered time worked for overtime purposes. Employees will begin accruing PTO immediately upon hire, but shall not receive accrued PTO until the conclusion of the 90-day (at least 60 working days) probationary period. PTO shall accrue at the rate of one (1) day for every two (2) months worked. For example, an employee hired on July 1 would complete his or her 90-day (at least 60 working days) probationary period on September 30 and would receive accrued PTO on October 1; he or she would accrue a total of three (3) PTO days in that calendar year. PTO may not be

carried over to the following year. Full-Time employees will receive 1 PTO day effective January 1st and begin accruing the balance of the PTO at the rate of one (1) day for every two (2) months worked to a total of 6 in any calendar year. All eligible employees will be paid at year end for any unused PTO. Part-Time Employees (i.e. less than 35 hours per week) will be eligible for one (1) PTO day for every five hundred (500) hours worked in a calendar year. The earned PTO day will accrue upon the completion of each five hundred (500) hours worked. . An employee wishing to use PTO must provide at least twenty four (24) hours advance notice and receive approval for the leave from the Company. Approval of such requests shall not be unreasonably withheld. An employee may give less than twenty four (24) hours advance notice if the absence is a non-chargeable absence under the Attendance Policy. However, in such cases the Employee must provide documentation for the reason upon return to work upon the request of the Company.

6. Retirement Plan: A 401K plan will be made available to hired Employees as set forth in the Company's Security Officer Handbook.

7. Training Time: The training course known as MSO #1 will be conducted prior to hire and will be unpaid. Any refresher training, on-the-job training, or Employer-mandated training will be paid. The Employer will provide a room and board allowance if training is required out of town and an overnight stay is necessary. In addition, travel time, other than normal and ordinary travel, will be paid. Employees required to use their personal vehicles for travel will be compensated at the appropriate per mile level as established by the IRS. The Employer shall attempt to provide Employees with as much notice as possible with regard to training times and schedules.

8. Hours of Work and Overtime: AlliedBarton's workweek is from Friday to Thursday. AlliedBarton will pay overtime as required by law.

Overtime with Advanced Notice of at Least Four Hours: When overtime is required for any reason and management has adequate advance notice (at least four (4) hours), Employees on their regular day off ("RDO") will be contacted first. RDO part-time Employees will be contacted first if they are scheduled to work less than forty (40) hours during the week in question. Thereafter, RDO full-time Employees will be contacted.

If RDO Employees refuse or cannot be contacted, the overtime will be offered to Employees working on a four (4) and four (4) basis. The supervisor will make his/her best effort to offer the overtime hours to that Employee with the fewest overtime hours. It is mutually agreed that an incidental violation of this policy will not result in a grievance. This agreement does not waive the right to the grievance procedure for repeated violations.

When an Employee is required for a full shift, efforts to contact the Employees on the shift receiving the overtime will be made before Employees on another shift are requested for the work. If all Employees on their RDO refuse the overtime, it will be filled on a four (4) and four (4) basis

with Employees having the fewest overtime hours having the first opportunity. If all Employees refuse the overtime, the least senior qualified Employee on duty will be required to stay.

Overtime with Less than Four Hour Notice: In cases where the Employer has less than four hour notice of the need for overtime, the Employer will attempt to obtain volunteers in accordance with the procedures set forth above (“Overtime with Advance Notice of at Least Four Hours”) however, if the Employer is unable, due to time constraints, to avail itself of the procedure set forth herein, the Employer may, in its discretion, fill the position by requiring the on-shift Employee to hold over until the least senior qualified Employee on the shift at the location is able to report to the applicable post and perform the work. Except as otherwise noted herein, every effort will be made to eliminate forced overtime. Other than emergency situations, Employees will not be required to work in excess of twelve (12) consecutive hours. Supervisors will be required to work Employee hours in excess of twelve (12) hours where allowed by schedule.

9. Leaves of Absence: Leaves of absence for funeral leave will consist of up to three (3) paid days and will be granted for the loss of a spouse, child, parent, siblings, grandparent, grandchild, stepfather, stepmother, father-in-law, or mother-in-law. If requested by the Company, an Employee taking such leave will be required to provide acceptable documentation supporting the leave. Other leaves of absence will be provided as set forth in the Handbook. Leave should be coordinated through your supervisor.

10. Buyouts: The parties agree that they will continue to negotiate in good faith regarding buyouts and will make all reasonable efforts to reach agreement regarding buyout language by March 1, 2016.

11. Maintenance of Wage Rate: Unless otherwise addressed by this Agreement, any Transferred Employee who is reassigned and/or moved to a lesser paying classification shall be paid his or her wage rate in effect as of November 1, 2012 (including applicable percentage increases), regardless of the position/classification to which the Employee is reassigned and irrespective of full-time or part-time status.

12. Working Out of Classification: In the event an Employee is required by direct assignment of a supervisor to perform any of the job functions of a higher paid classification, the Employee shall receive the difference between the Employee’s normal wage rate and the wage rate for the higher paid classification as follows: (i) if working out of class for less than one hour, he/she shall receive the higher rate of pay for one hour, (ii) if he/she performs work in the higher classification for more than an hour but less than four hours, he/she shall receive a minimum of four hours pay, or (iii) if he/she performs work in the higher classification for more than four hours but less than eight hours, he/she shall receive a minimum of eight hours pay,

In the event performance of work in a higher classification occurs during a period of overtime, the Employee shall receive the overtime rate of the higher classification.

13. Safety Glasses: The Employer shall provide one pair of prescription safety glasses to Security Officers required to work in areas where such safety glasses are required. The Employer shall determine the manner/method by which Employees are to obtain said safety glasses. Employees are responsible for any necessary replacements after the Employer's initial provision of one pair.

APPENDIX B
ATTENDANCE POLICY

It is vitally important to have trained security officers, in proper uniform, on duty, and on time for their assigned work schedules. However, there may be times when Employees are unable to work their scheduled shifts. When that happens, proper call-off procedures are expected to be followed. There are two separate disciplinary verticals – one for attendance issues as noted in this policy, one for all others. The two verticals do not generally build on each other.

Call-Off Procedures

It is absolutely critical that Employees provide their supervisor with as much notice as possible of their expected absence or tardiness on an assigned shift. At a minimum, the Employee is required to page or telephone the Account Manager at least four (4) hours prior to his assigned shift if they will be absent. If the Account Manager cannot be contacted, the Employee should page or telephone their shift supervisor. (Where site-specific post orders indicate the site supervisor is first contact, the order of contact is superseded by those post orders.) Only if the Employee is unable to reach their Account Manager or shift supervisor, he should call the Service Assurance Center at 1-800-51-GUARD to report the situation. If a call to the SAC is placed, the employee should expect a follow-up call from their supervisor or Account Manager regarding the reasoning for their call-off.

The Company may request documentation to substantiate an absence.

Failure to adhere to this policy by: (1) failing to call off at least four (4) hours in advance; (2) calling off for medical reasons that do not qualify for FMLA leave, and without available PTO; or (3) being late to your post for an assigned shift may result in disciplinary action up to and including termination for flagrant or repeated violations.

Chargeable Absences and Tardiness Include:

1. Call offs for anything other than non-chargeable absences. Employees must also provide a minimum of four (4) hour notice. In the event an Employee provides less than four (4) hour notice, the circumstances will be reviewed by the Employer and the Employer will determine, in its sole discretion, whether the absence will be considered chargeable. Multiple consecutive days off for an illness (non-FMLA, non-approved leave of absence), with medical documentation, will count as only one chargeable absence.
2. Arriving late. (Generally, seven minutes determines whether someone is paid from “the hour” or from fifteen minutes after the hour; however, an individual will be charged / disciplined for lateness regardless of AlliedBarton’s system requirements to pay the wages.)

3. A “no call, no show” for your scheduled shift. (An arrival an hour or more late without a call may be considered a “no call / no show”.)

If an Employee needs time off, he may arrange to switch shifts with another Employee. All switches must be within the same pay week (Friday-Thursday) and must not result in overtime to either Employee. All switches must also be approved in advance by the Account Manager. Employees are not obligated to switch.

Non-Chargeable Absences:

1. Absence caused by a death in the family.
2. Absences due to illness, with supporting documentation. Any unscheduled absence that is due to the employees own illness is non-chargeable (excused) provided that the employee provides a doctor’s note confirming that the absence was due to his/her own illness. The doctor’s note/medical documentation must indicate that the employee was unable to work due to his/her own health condition and the period of time the employee was unable to work. Additionally, if an employee has an excessive number of absences, the Company reserves the right to treat any future absence due to illness, which are not protected under ADA, FMLA, or similar law, as chargeable action; the determination of what is considered excessive absence will be made based on an individualized, case-by-case basis, as will the decision as to what future absences due to non-protected illnesses will be treated as chargeable action.
3. An Absence caused by a documented (i.e. a note from a medical provider) immediate family members (parent, child, spouse) medical related reason that qualifies for leave under the Family Medical Leave Act.
4. An absence for approved or documented Leaves of Absence. Examples include: Military Leave, Union leave, Jury duty, 30-Day Medical Leave of Absence (non-FMLA), etc.
5. Leaving with manager approval.

Termination may result if:

- 1) The Employee has 5 chargeable actions relating to attendance within a rolling 90 day \ period.
 - 1 chargeable absence within a 90-day period will result in a verbal warning.
 - 2 chargeable absences within a 90-day period will result in a written warning.
 - 3 chargeable absences within a 90-day period will result in a final written warning.
 - 4 chargeable absences within a 90-day period will result in suspension.
 - 5 chargeable absences within a 90-day period will result in suspension and/or

termination.

- 2) An Employee receives a third suspension within a rolling twelve (12) month period
- 3) An Employee is a “no call, no show” for the second time within a year. (An arrival an hour or more late without a call may be considered a “no call / no show”.) The only exception to this would be proof of a life threatening or other emergency that prevented the Employee from notifying the Company. In this instance, an appeal may be made through the grievance procedure.
- 4) If the Employee leaves early without supervisor approval. (This may be considered abandoning post.) In the case where the Employee fails to notify a supervisor, the Employee will be considered to have abandoned his or her post. Supervisors will take into account extenuating circumstances. If an Employee leaves early without supervisor approval, it may result in termination the first time it occurs.

APPENDIX C
Job Description Rider and Side Letters

Job Description Rider

Level I Security Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- Monitor surveillance and information systems, including CCTV and fire alarms;
- Respond to breaches in security and/or safety standards, as outline in the applicable post orders;
- Operate TBX telephone systems;
- Respond to emergency calls;
- Dispatch security and fire personnel;
- Assist security and fire personnel in the field;
- Maintain security and other equipment and report equipment and system malfunctions;
- Greet, assist and direct customers, visitors, contractors, vendors, suppliers, etc.;
- Issue appropriate temporary badges, passes, etc.;
- Maintain visitor logs and other records;
- Patrol and monitor Site for safety concerns and suspicious activity;
- Report and respond to safety concerns and suspicious activity;
- Escort customers, visitors, contractors, vendors, suppliers, etc., as directed;
- Lock and unlock doors and gates;
- Prepare incident reports, logs and forms;
- Issue parking citations when required;
- Erect traffic control devices and handle traffic safety issues;
- Inspect critical equipment, machines and/or instruments as directed;
- Assist with testing and maintenance of fire equipment¹;
- Identify and report security risks;
- Monitor access to facilities and secure/restricted areas; and
- Identify all personnel found in secure/restricted areas.

¹ During the course of bargaining, the parties discussed the specific Level I Officer job duty requirement to “assist with testing and maintenance of fire equipment when required.” The parties acknowledge that because the job duty requirements for the Level II Officer classification specifically include “perform fire systems and equipment inspections,” the Level I job duty to “assist,” does not include performing any primary or independent testing or maintenance of fire equipment, and is, therefore, limited to performing tasks which assist a Level II Officer when performing fire systems and equipment inspections.

Level II Security Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I Security Officers as identified above;
- Inspect fire systems and equipment;
- Respond to fire and hazardous material incidents;
- Issue hot work permits, as necessary;
- Respond to and address fire impairments;
- Participate in incident management;
- Monitor air quality and issue confined space permits; and
- Conduct confined space and machine rescue, where applicable.

Level IIC Security Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I and Level II Security Officers as identified above;
- Monitor overall effectiveness of shift operations;
- Ensure that personnel are properly trained and supervised;
- Schedule officers;
- Conduct shift briefings;
- Perform post and site inspections;
- Respond to emergencies;
- Evaluate facility problems and make appropriate notifications;
- Write and maintain reports, forms and log books;
- Collect and evaluate reports written by security officers;
- Issue security equipment.

Ford Land Senior Security Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I Security Officers as identified above;
- Monitor overall effectiveness of shift operations;
- Ensure that personnel are properly trained and supervised;
- Schedule officers;
- Conduct shift briefings;
- Perform post and site inspections;
- Respond to emergencies;

- Evaluate facility problems and make appropriate notifications;
- Write and maintain reports, forms and log books;
- Collect and evaluate reports written by security officers;
- Issue security equipment.
- Assist with emergency training/drills/
- Handle fire impairment tags/log.
- Updated security-related work orders through service insight.

Ford Land Road Patrol Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I Security Officers as identified above
- Respond to emergencies
- Issue hot work permits
- Inspect fire systems and equipment
- Participate in incident management
- Issue security equipment
- Schedule Officers (Road Patrol)
- Collect and evaluate reports written by security officers.
- Maintain patrol vehicle in good condition
- Analyze security activities and recommend improvements
- Assist with building emergency training/drills
- Handle fire impairment tags/log
- Update security related work orders through service insight

Utility Officers shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I and Level II Security Officers as identified above;
- Utility Officers shall be assigned to a single site and shall be utilized on an on an “as-needed” basis when coverage is needed for call-offs, vacations, PTO, client demands or any other unexpected event and shall work up to forty (40) hours per week. Selection of employees for the Utility Officer position shall be in accordance with Article 6, Section 5A. Utility Officers will have at least twelve (12) hours between shifts and shall have the ability to decline offered work two (2) times per month. Should a Utility Officer decline work more than two (2) times per month, he or she shall be subject to progressive discipline. Should a Utility Officer fail to answer his or her phone when a call to work is

placed more than two (2) times per month, he or she shall be subject to progressive discipline. Utility Officers shall be paid for at least thirty five (35) hours per week, regardless of the number of hours actually worked, except in situations in which the Utility Officer has turned down offered work. Where a Utility Officer has turned down work, the number of hours turned down shall be deducted from the thirty five hours. (For example, a Utility Officer who worked 25 hours in a week but who turned down an additional eight (8) hour shift would be paid for 28 hours that week).

Flex Officers shall perform all security-related tasks per this agreement and be utilized only as follows:

- In the event a security officer shift is open with less than four (4) hours' notice, the Company may utilize the Flex Officer pool to cover the open shift, without utilizing the overtime procedures of Appendix A, Paragraph 8, above.
- In the event a security officer shift is open with more than four (4) hours' notice, the Company will follow the overtime procedures of Appendix A, Paragraph 8, above. However, if no security officer voluntarily accepts the offered overtime, the Company may utilize the Flex Officer pool to cover the shift.

Flex Officers will be organized under the following terms:

- Being utilized at any location within the State of Michigan.
- Individual Flex Officers shall be not assigned to a particular site, but rather shall be expected to work as needed at any location within the State of Michigan.
- Perform all duties of Level I and Level II Security Officers as identified above;
- Being available on an "as-needed" basis to cover shifts at multiple locations within the State of Michigan.
- On-call officers assigned to individual locations may be utilized as Flex Officers, as needed.

Level I Officers at the Michigan Proving Grounds shall perform all security-related tasks assigned to them by the Company, including but not limited to:

- All duties of Level I Security Officers as identified above;
- Additional duties assigned by the Company specific to the particularized and specialized duties performed by officers at Michigan Proving Grounds including but not limited to:
 - All duties of Level-1 Security Officers as identified above
 - Complete and pass a driving skills class as a Tier-2 driver

- Patrol and monitor the sites 4,000 acres, 12-mile perimeter and 9-gates
- Register all test vehicles transiting the site
- Respond to emergency calls (deer/animal vehicle accident, vehicle to vehicle accident, medical, fire, hazmat, etc.)
- Prepare MPG specific incident reports with photos via text page
- Issue hot work permits when a Level-2 officer is not on duty (Out of Classification provisions apply)
- Coordinate all shipping and receiving traffic
- Escort and accompany visitors onto the property who lack Tier-2 driving training
- Monitor deer hunters on property
- Call employees on a deer waiting list and escort them as needed
- Inspect oil wells and storage tanks/refinery
- Hazmat response
- Inspect critical site equipment readings (i.e. - cafeteria refrigerator temperatures, freezer temperatures, out-building temperatures, fire riser pressure readings, fire pump gages, fuel levels)
- Participate as part of the site vehicle accident team for investigating motor vehicle accidents