

Collective Bargaining Agreement



*Federal Contract Guards of America
International Union*

&

Rapid Armored Corporation

Effective December 1, 2011 – November 30, 2014



Federal Contract Guards of America

International Union

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Welcome From the International President Guy James

Dear New Member,

The International Union The Federal Contract Guards of America (FCGOA), Americas fastest growing union of Security Officers, welcomes you as a member of our organization. I am proud to have you in our International Union which represents Security professionals around the Country; members who are committed to solidarity to work together to form the newest and strongest union of hard working men and women. Together we are dedicated to the security of our great nation and the service of all.

The International Executive Board and Members are constantly striving to improve our standard of living and to provide security for all members while on the job and after retirement. I encourage you to be involved and help make your union the best it can possibly be.

Now that you have joined the FCGOA you will see the advantages and protection of a labor agreement, a contract that is 100% enforceable in a court of Law every word of every sentence. The benefits you have gained are the result of many years of dedication, experience and hard work.

Once again, welcome to the Federal Contract Guards of America International Union (FCGOA). Together, we have a lot of work to do, and as International President I will not let you down.

In Solidarity,

Guy James

International President

Americas First Line of Security We Are Stronger Together!

executed payroll deduction card provided by the Union. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary shall be remitted to the Secretary-Treasurer of the International Union, by the 15th day of the month for the preceding month

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

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

ARTICLE IV – DISCIPLINE

Section I: The Union acknowledges that the "Rapid Armored Corporation Employee Handbook" sets forth and contains rules, regulations, policies and procedures for the orderly and efficient operation of the Company's business, the security and protection of the Company's property as defined in Article I "Recognition" Section 3 of this Agreement, and the protection and safety of the Company's employees and others, and agrees that such rules, regulations, policies and procedures shall be in force and effect for the term of this Agreement to the extent not inconsistent with any express provision of this Agreement. Additionally, the

Union recognizes and agrees that the Company shall have the right to change such rules, regulations, policies and procedures, and implement new rules, regulations, policies and procedures, to the extent not inconsistent with any express provision of this Agreement. All changes in existing rules, regulations, policies and procedures, and all new rules, regulations, policies and procedures shall be effective two weeks after written notification to the Union by the Company of the change or implementation (whichever is applicable).

Section 2: It is understood and agreed that all employees are required as a condition of employment to maintain the highest level of alertness and attentiveness while on duty so as to maximize the security and protection of the Company's property as defined in Article I "Recognition" Section 3 of this Agreement, and the protection and safety of the Company's employees and others. All employees have the mutual responsibility of protecting one another to the best of their ability, to at all times protect the Company's property as defined in Article I "Recognition" Section 3 of this Agreement and the safety of the Company's employees and others, to follow all the Company's security, protection and safety rules, regulations, policies and procedures, and enforce those rules against the Company's employees and others. The failure or refusal of any employee to meet these responsibilities and follow and enforce any such rule, regulation, policy or procedure, for any reason, shall subject the employee to discipline, up to and including discharge.

Section 3: Progressive discipline consisting of a verbal warning, written warning, and either a suspension or probation period, will normally (but not always if circumstances warrant) precede termination of the employee for deficiencies in job performance. Discipline of employees for deficiencies in job performance imposed in accordance with this progression, including termination of employment, shall be deemed for "just cause."

Section 4: Violations of the Company's security, protection and safety rules, regulations, policies and/or procedures by an employee, and certain other misconduct, shall constitute "just cause" for the immediate discharge of the employee. Such violations and other misconduct by an employee include, but are not limited to, the following, as supplemented by Sections 5, 6 and 7 of this Article:

- (i) dishonesty;
- (ii) insubordination, including refusing to work assigned schedule, refusing to perform an assigned duty, or refusing to work assigned overtime;
- (iii) abandoning an armored vehicle, or leaving an armored vehicle unoccupied with currency and/or valuables on board;
- (iv) leaving the premises unoccupied with currency and/or valuables not properly vaulted and/or receipted for;
- (v) reporting to work or being at work under the influence of alcoholic beverages or any illegal drugs, or the use and/or possession of alcoholic beverages or any illegal drugs while on duty, including during lunch;
- (vi) sleeping while on duty;
- (vii) failure or refusal to follow the Company's dress and grooming policies.
- (viii) altering, forging, or falsifying any Company record or document, including recording time on another employee's time record or having another employee record time on his/her time record, or in any way

changing any Company record or document without prior permission from management;

- (ix) unauthorized use and/or possession of any item that can distract an employee from guard duties, including, but not limited to, reading materials, personal pagers, personal radios, tape or CD recorders or players, i-pods, or other electronic devices, and other similar items and products, while on duty;
- (x) failure or refusal to follow the rules, regulations, policies and procedures pertaining to the use, custody, maintenance, handling, display and/or surrender of Company firearms and personal weapons.
- (xi) Allowing unauthorized persons on Company property, including the armored vehicle;
- (xii) Carelessness, negligence or other mishandling of currency and/or valuables, or not properly accounting or receipting for currency and/or valuables, resulting in the loss or disappearance of currency and/or valuables, or creating the potential for such a loss or disappearance;
- (xiii) Physical assault, instigating or provoking a fight or verbal altercation, fighting or engaging in a verbal altercation even when provoked, or horseplay, among persons employed by the Company on the Company's property, including armored vehicles, or otherwise;

- (xiv) using threatening, abusive, or profane language toward other employees, customers and their employees or the general public, or harassing or using derogatory language improper under the Company's sexual (and other) harassment and equal employment policies, or otherwise inappropriate;
- (xv) Failure to immediately report to management a violation of a security, protection and safety rule by another employee, or other persons;
- (xvi) failure to immediately report a moving traffic violation or an accident with a company vehicle to management, failure to notify management of suspension or revocation of driver's or gun license, or failure to notify management of an arrest or conviction;
- (xvii) refusal to cooperate with management in any investigation, including into alleged misconduct of another employees, or a loss or disappearance of currency and/or valuables, or an alleged violation by an employee or other persons of a security, protection or safety rule, regulation, policy or procedure;
- (xviii) Violation of the policy titled "Customer Service" contained in the "Rapid Armored Corporation Employee Handbook" (pages 7-9);
- (xix) Violation of the policy titled "Business Ethics" contained in the "Rapid Armored Corporation Employee Handbook" (page 25);
- (xx) unauthorized use of computers, telephones, mail system, vehicles or other Company-owned equipment or property;

- (xxi) multiple violations of the same or different rules, regulations, policies or procedures and/or disregard of prior discipline for a violation of any rule, regulation, policy or procedure.
- (xxii) excessive absenteeism and/or excessive tardiness; and
- (xxiii) unscheduled absence for three (3) consecutive days without contacting management or without medical or emergency reason supported by proper documentation, or without other reason satisfactory to the Company.
- (xxiv) failure to become and remain qualified to utilize a firearm in accordance with applicable law and/or within ninety (90) days of the commencement of employment, in the discretion of the Company.
- (xxv) failure to become and remain qualified to operate a motor vehicle in accordance with the FMCSA, in the discretion of the Company.
- (xxvi) involvement in a preventable accident that causes damages exceeding \$5,000, in the discretion of the Company.

The Company may, in its discretion, impose a lesser discipline of either a verbal warning, or a written warning, or a suspension or probation period, on an employee for any of the above violations or misconduct, when the Company determines that such lesser discipline is warranted based on the particular circumstances. Any such lesser discipline, the same as an immediate discharge, shall be deemed for "just cause." The imposition of lesser discipline by the Company shall not constitute a precedent requiring that the same lesser discipline be imposed in the future for any violation or misconduct.

Section 5: The Union and employees shall treat and preserve as confidential all information pertaining to the security, protection and safety aspects of the Company's business and operations and/or the business and operations of its customers, and shall not use or divulge to any third party any such information without prior written approval of the Company.

Section 6: Any employee who has misrepresented on his employment application his/her identity, criminal record or employment history, may be discharged at any time during their employment.

Section 7: Drug and Alcohol Screening and other testing.

(a) As part of the hiring process, all applicants for employment will be required to undergo a drug and alcohol test, and any lie detector test that may be put into effect from time to time by the Company, prior to the beginning of their employment. During employment, all active employees will be re-tested on a random basis on at least five (5) different occasions during the term of this Agreement, and as otherwise required by applicable law, including the Department of Transportation. Additional drug and alcohol testing of individual employees may be conducted beyond five (5) occasions when the Company determines the circumstances warrant the additional testing. The drug and alcohol testing will consist of a urinalysis to be administered by an organization separate and apart from the Company. Undergoing and passing all drug and alcohol testing is a condition of initial and continued employment.

(b) Employees whose test results indicate the use of legal drugs by prescription usage confirmed by a medical doctor's written verification of the necessity for such usage, and which usage impairs, or tends to impair, security, protection and/or safety (such as