

AGREEMENT

Between

EXCALIBUR ASSOCIATES, INC.

and

SECURITY OFFICERS ASSOCIATION OF AMERICA (SOAA)

Agreement Period September 1, 2023 – November 30, 2027

Thereof representing the

**ARMED CONTRACT SECURITY OFFICER
PROTECTIVE SERVICE OFFICER**

Located at

National Institutes of Standards and Technology

Located in Boulder, CO

TABLE OF CONTENTS

PREAMBLE OF THE AGREEMENT	2
ARTICLE 1 RECOGNITION	2
ARTICLE 2 UNION SECURITY	3
ARTICLE 3 UNION RIGHTS	5
ARTICLE 4 MANAGEMENT RIGHTS	6
ARTICLE 5 NONDISCRIMINATION	7
ARTICLE 6 HOURS OF WORK	8
ARTICLE 7 GENERAL WAGE PROVISIONS	9
ARTICLE 8 LEAVES OF ABSENCE	10
ARTICLE 9 HOLIDAYS	14
ARTICLE 10 VACATION	15
ARTICLE 11 HEALTH AND WELFARE & OTHER BENEFITS	17
ARTICLE 12 DISCHARGE AND DISCIPLINE	18
ARTICLE 13 GRIEVANCE MEDIATION AND ARBITRATION PROCEDURES	20
ARTICLE 14 SENIORITY	23
ARTICLE 15 CONTINUITY OF OPERATIONS	24
ARTICLE 16 CONTRACT AGENCY DIRECTIVES	25
ARTICLE 17 DRUG AND ALCOHOL	26
ARTICLE 18 ARREST AGREEMENT -ADVERSE INFORMATION REPORTING	26
ARTICLE 19 TRAINING AND QUALIFICATION	26
ARTICLE 20 SCOPE OF AGREEMENT	27

PREAMBLE OF THE AGREEMENT

SECTION 1 This Agreement is entered into this 1st day of September, 2023 by and between Excalibur Associates, Inc., (hereinafter referred to as “Company” or “Excalibur”), and Security Officers Association of America (“Union” or “SOAA”).

SECTION 2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

SECTION 3 It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

SECTION 4 The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair day’s work for a fair day’s pay and for all employees showing up on time for their scheduled work assignments.

ARTICLE 1 RECOGNITION

SECTION 1.1 - Recognition of Union. The Company hereby recognizes the Union as the exclusive representative of all full-time and part-time, armed or unarmed protective service officers, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit at the National Institutes of Standards and Technology located in Boulder, CO. (hereafter "the Contract"), for which the Union is currently certified by the National Labor Relations Board under Case 27-RC-298866 defined in Section 1.2 of this Agreement.

SECTION 1.2 - Employees. Whenever used in this Agreement, the term "employees" or "officer" shall mean all full-time and part-time protective service officers, armed contract security officers, and dispatchers employed by the Company at the National Institute of Standards and Technology located in Boulder, CO; but excluding all other employees, managers, officers clericals employees, project managers, and supervisors as defined by the National Labor Relations Act. Except as otherwise authorized by this Agreement, the employer personnel not represented by the Union shall not perform

work traditionally performed by the bargaining unit if such assignment would result in the failure to replace departed unit officers, layoff of an officer or reduction in the regular, straight time work opportunity of a full-time bargaining unit officer in any work week.

SECTION 1.3 - Probationary Employees. All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) days from the date of hire or rehire. During their probationary period, the probationary employee may be disciplined and terminated with or without just cause as that term is defined in Article 12 of this Agreement. During the probationary period, the probationary employee shall be deemed to be employed for an indefinite term.

SECTION 1.4 - Part-time Personnel. The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. “Part time” personnel or employees shall be those employees who work 32 hours or less in a work week.

ARTICLE 2 UNION SECURITY

SECTION 2.1

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

SECTION 2.2

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

SECTION 2.3

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

SECTION 2.4

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

SECTION 2.5

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

SECTION 2.6

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

SECTION 2.7

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

SECTION 2.8

The Union agrees to 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 3 UNION RIGHTS

SECTION 3.1 - Stewards

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize the maximum of one (1) Shop Stewards per shift. Within ten (10) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 3.1 D of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may only be conducted during working time in exceptional cases where agreed upon in advance by the Company and the Union in writing. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. It is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 3.1 D of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

D. Investigatory Interviews. Subject to, and in accordance with, the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward unless such officer or shop steward is not reasonably available and exigent circumstances preclude postponement of the investigation.

SECTION 3.2 - Union Posting. The Union may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards allow posting of notices or permit such communications shall be at the sole discretion of the Government. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Project Manager twelve (12) hours in advance of posting.

SECTION 3.3 - Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement.

SECTION 3.4 - Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of Company's customer, the United States government. The Union agrees to cooperate with Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

ARTICLE 4 MANAGEMENT RIGHTS

SECTION 4.1 - General. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and rehire employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services as permitted under Section 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate

the Company's operations or any part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

SECTION 4.2. - Failure To Exercise Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

SECTION 4.3 - Nature of Work. It is recognized and acknowledged that the Company is in the business of providing quality service, through its employees, to the Government, its customers, and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements.

ARTICLE 5 NONDISCRIMINATION

The Company and the Union agree that they shall each comply with all federal and state (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal or state civil rights law, shall be resolved exclusively pursuant to binding arbitration as set forth in Section 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Sections 13.2 through 13.5).

ARTICLE 6 HOURS OF WORK

SECTION 6.1 - Purpose of this Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

SECTION 6.2 - Work week. The normal workweek shall consist of forty (40) hours, and commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter.

SECTION 6.3 - Work day. The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of seven (7) hours. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal work week.

As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

SECTION 6.4 - Overtime Work. The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances, and overtime shall be scheduled in order of seniority. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first. Part-time and full-time officers who have less than 40 hours of service shall be offered all available work prior to offering the work as overtime when the work circumstances allow. All non-overtime work assignments shall be at the sole discretion of the company without restriction

Employees may be required to work reasonable assignments beyond regularly scheduled hours at the discretion of the Company. The Company has the right to hold

over employees until relieved and/or to require an available employee to provide coverage; an employee who refuses to work such additional hours may be subject to appropriate discipline. However, the Company will make every effort to schedule such assignments on an equitable, rotating basis. The Company will attempt to provide two (2) hours' notice to employees on duty that he or she will be required to work beyond his or her scheduled hours. Employees shall not be held over past twelve (12) hours unless mandated by emergency conditions.

ARTICLE 7 GENERAL WAGE PROVISIONS

SECTION 7.1 - General. All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Addendums attached hereto and made a part hereof.

SECTION 7.2 - Overtime Pay. Overtime pay is calculated at one and one half (1 1/2) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked at a security guard post will be recognized in determining overtime eligibility.

SECTION 7.3 - Undisputed Error. In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made within one (1) week for undisputed errors over \$100.00 after the Company is given written notification of the error. All other such undisputed errors will be made on the next paycheck. Employees shall notify the Company of all errors on the part of the Company as to an employee's pay within the shorter of: (1) two working days of learning of the error, or (2) two working days of when the employee should have known by reasonable diligence of the error. It is expressly agreed and understood that this Section 7.3 shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect.

SECTION 7.4 - Personal Data. Employees shall promptly notify the Company's Director of Human Resources in writing on a Company-provided form of their proper mailing address and telephone number, and of any change of name, address, or telephone number within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records.

SECTION 7.5 - STRAIGHT TIME RATE OF PAY The following shall be the straight time rate of pay:

Title	Current	Effective 12/1/23	Effective 12/1/24	Effective 12/01/25	Effective 12/1/26
ACSO/PSO	\$23.30	\$26.56	\$27.69	\$28.87	\$30.10
Dispatcher	\$23.30	\$26.56	\$27.69	\$28.87	\$30.10

14% first year (\$26.56), 4.25% second year (\$27.69), 4.25% third year (\$28.87, 4.25% fourth year (\$30.10)

Wages will be paid on a bi-weekly basis. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Guard Mount

The parties agree to a seven-minute daily guard mount prior to the beginning and after the completion of each shift. Time spent in daily Guard Mount will be treated as standard work time or overtime, when applicable for all shifts. It is understood that a Guard Mount will not be provided to new employees who are attending basic training.

SECTION 7.6 Break Periods. All productive security officers shall be provided breaks and lunch (unpaid) in accordance with the provisions of the government contract.

SECTION 7.7. Dispatcher Differential. All Dispatchers shall receive \$1.00/hour in addition to their pay reference in Section 7.5 above.

ARTICLE 8 LEAVES OF ABSENCE

SECTION 8.1 - Jury/Witness Duty. An employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave without pay from regularly scheduled hours of work for the time spent in such service up to a maximum of ten (10) work days; provided the employer must pay at least \$50/day for the first three (3) days of jury duty pursuant to §13-71-126, C.R.S.

An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and stand ready to report for work, if requested. The employee must submit to the Company's Project Manager written proof, executed by the administrator of the court, of having served, the duration of such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the Company.

SECTION 8.2 - Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

SECTION 8.3 Bereavement Leave.

In the event of a death in the immediate family of a full-time employee, the employee will be granted bereavement leave of up to three (3) workdays with pay. Bereavement

leave will not be used for the purposes of computing overtime. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed without prior approval from the corporate office. For this purpose of this article, immediate family is defined as:

Spouse, child, stepchild, foster-child, Parents (including in-laws), stepparents, foster parents, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, siblings, step-siblings.

After the granting such leave, the Company may require the employee to substantiate the need for the unpaid leave.

SECTION 8.4 - Family and Medical Leave.

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who has completed 1250 hours of work during the 12- month period immediately preceding the commencement of such leave, will be entitled to leave (unpaid) under the Family and Medical Leave Act ("Act") in accordance with its provisions.

B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

SECTION 8.5 - Personal Leave Without Pay Non-FMLA Related Leave.

An employee who has completed his or her probationary period may request personal leave without pay for personal or non-FMLA related medical reasons. The maximum amount of such personal leave without pay an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of nonFMLA and FMLA leave may not exceed this maximum limit. Any such request must be in writing and state the reason for and length of the desired leave. Leave under this Section shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the Parties that any alleged violation of this Section shall be subject to the grievance procedures set forth in Section 13 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.3 of this Agreement. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Section 13.1 through 13.5 shall be final and binding.

SECTION 8.6 - Notice of Absence. An employee who foresees that they will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company two weeks' notice of his/her anticipated absence (or if two weeks' notice is not practical then as soon as possible), regardless of the length of the anticipated absence and regardless of whether the employee seeks pay for the absence. Failure to do so will result in discipline up to and including discharge. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.

SECTION 8.7 - Medical Certifications. An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive workdays shall be required to provide to the Company's Director of Human Resources a completed "Medical Certificate" certifying that the employee is able to return to work on the day of returning to work, in a form to be provided by the Company. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differs, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this Section 8.8, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

SECTION 8.8 - Union Leave. The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

SECTION 8.9 - Rate of Pay. Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

SECTION 8.10 - Seniority. Seniority shall accumulate during any approved leave of absence.

SECTION 8.11 - Personal Leave with Pay.

All non-probationary full-time employees will be granted fifty-six (56) hours of Sick/Personal leave annually in accordance with E.O. 13706.

Eligible part-time employees shall be entitled to pro-rated Sick/Personal leave at their straight-time rate based on the number of hours worked in the previous year, divided by 30 (to a maximum of 56 hours). Employees who commence service on the contract between the eligibility dates set forth above shall be entitled to accrue Sick/Personal leave at the rate of one (1) hour of sick leave for every thirty (30) hours of duty time, to a maximum of 56 hours, until they reach the following eligibility date.

No employee shall be eligible for paid Sick/Personal leave until the employee has completed the probationary period. Any employee who voluntarily resigns or is terminated from the employment of the company, and has not completed the probationary period shall not be entitled to Sick/Personal leave pay.

It shall be a condition of qualifying for paid Sick Leave benefits that an employee call his/her supervisor (or company designee) four (4) hours prior to his/her scheduled work period, advising of his/her intention to take Sick Leave, so that the company may arrange a temporary replacement.

The Employer will allow employees to utilize available Sick leave balances as Personal time when given an advance notice of seven (7) days. Requesting Personal time in advance is not guaranteed to be approved. Personal time may be used in one (1) hour increments as approved by the Company.

Sick time may be taken in less than eight (8) hour increments in emergency situations and on a case-by-case basis, as determined in the discretion of the Company.

An employee with available Sick/Personal leave balances may not use vacation time to compensate for time lost due to illness or injury. An employee must exhaust his or her sick leave before using vacation time for that purpose.

An employee who has been absent due to illness or injury for three (3) consecutive duty days shall be required to provide verification from a physician licensed by the state of the employee's residence confirming the employee's illness and authorization for absence from work. Failure to provide the required physician's verification shall be grounds for discipline up to and including termination and such leave shall not be reimbursed.

If the employee is terminated for cause or resigns during the government contract year, the Employer may withhold the unearned paid sick/personal leave used during the contract year that has not been earned from the employee's wages.

All accrued but unused Sick/Personal Leave benefits shall be paid to all eligible

employees in cash at the end of each government contract year or when the employee leaves the company's employment, whichever comes first.

Sick and personal leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement.

Nothing contained herein shall prevent the Employer from investigating possible fraudulent use of sick leave. If the Employer determines, based on reasonable investigation of the circumstances, that an employee used paid sick leave based upon submission of false information, the Employer shall have the right to recoup the applicable pay and/or impose discipline up to and including termination of employment.

SECTION 8.12 - Local Colorado Laws

The Employer shall comply with the Colorado Healthy Families & Workplaces Act and the Colorado Family and Medical Leave Insurance Act.

ARTICLE 9 HOLIDAYS

SECTION 9.1 – Eligibility. All full-time employees shall be paid eight (8) regular straight time hours for the following eleven (11) holidays.

New Years Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Christmas Day
	Juneteenth

SECTION 9.2 - Rate of Pay. An eligible full-time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight-time rate of pay. An eligible full-time employee assigned to work on a holiday will receive their straight-time wage for all hours worked plus the eight (8) hours holiday pay specified above.

In order for an employee to qualify for a paid holiday, Employee must have worked his/her regularly scheduled workday immediately preceding the holiday and Employee's regularly scheduled workday immediately following the holiday.

In the event that one of the holidays shall occur during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

An eligible part-time employee who is not required to work on a holiday shall be paid a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (x 0.2). An eligible part-time employee assigned to work on a holiday will receive his or her straight-time wage for all hours worked plus a proration of the full-time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (x 0.2).

Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

ARTICLE 10 VACATION

SECTION 10.1. Full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and its predecessor contractors), in accordance with the following schedule:

Upon completion of 1 year of service	80 Hours
Upon completion of 4 years of service	120 Hours
Upon completion of 9 years of service	160 Hours
Upon completion of 15 years of service	200 Hours

Employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment from the first day of paid work (date of hire) or their seniority date established with a predecessor contractor. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its processor, the employee shall not be entitled to any vacation pay.

SECTION 10.2. Part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of all hours worked the prior year as compared to 2000 hours.

SECTION 10.3. Unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least thirty (30) days prior to the requested vacation time off. Requests for time off for a vacation shall be submitted to the employee's scheduler at least thirty (30) days in advance. The Employer's appropriate representative will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that;

- (a) no more than five percent (5%) of employees may take vacation time off at the same time,
- (b) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and
- (c) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation. No such request for vacation shall be considered granted until the employer provides written approval of the requested leave to the employee. The Employer shall respond to any leave request under this section within 7 calendar days of receipt.

Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e., "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority. All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company.

SECTION 10.4. Vacation time shall not be cumulative from one year to the next. Any remaining earned and unused vacation pay shall be paid within thirty (30) days after the employee's anniversary date of employment. All vacation pay shall be paid at the rate in effect at the time earned and shall not include health and welfare or any other fringe benefit.

SECTION 10.5. If any employee is on an approved, unpaid leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 2000 hours.

SECTION 10.6. Notwithstanding the foregoing, if there is an extension of the Client Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

SECTION 10.7. Upon termination of employment, employees will be paid for all vested and unused leave. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the termination date. Health & Welfare benefits will not be paid for any vacation hours paid out to terminated employees.

SECTION 10.8 - Rate of Pay. Employees shall be compensated for vacation at the straight-time rate of pay at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

**ARTICLE 11
HEALTH AND WELFARE & OTHER BENEFITS**

SECTION 11.1. Health and Welfare Benefit. The Company agrees to pay the health and welfare benefit contribution for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year:

Effective Dates	Current	12/01/2023	12/01/2024	12/01/2025	12/01/2026
	\$4.69	\$4.69	TBD	TBD	TBD

*The parties agree to open for H&W rates in the out years at least 60 days in advance of the Company's option year with the Government.

The Company agrees to make health and welfare benefit contributions as set forth above, to a Company sponsored Insurance and 401(k) plan.

The health and welfare benefit provided by the Company under this Section may be used by employees solely to pay premiums and/or contributions to benefits plans offered by the Company as selected or directed by the employee.

Any claims for benefits under the health plans offered by the Company will be subject to those plans' administrative review procedures not to the grievance and/or arbitration procedures of this Collective Bargaining Agreement.

In the event that the Company determines that it may be exposed to fines or penalties for not providing adequate and affordable health insurance the parties shall re-open negotiations with respect only to this Article within thirty (30) days' notice and will be negotiated within 30 calendar days.

The employees may waive company health insurance and receive H&W contributions in cash in their paycheck if the employee has and provides evidence of other insurance coverage in accordance with federal and/or state law.

Employees may elect to receive H&W contributions or as contributions to the employee's 401(k) plan.

SECTION 11.2. Uniform Allowance. The Company shall provide at no cost to all new employees uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintain their personal appearance in accordance with Company and government policy.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization



allowing the Company to deduct from the employee's final paycheck. The cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be based on the cost to the Company.

SECTION 11.3. Workers' Compensation. The Company shall provide workers' compensation insurance covering all employees to be calculated at the company applicable state and/or regional premium rates effective and in accordance with government contract requirements.

SECTION 11.4. 401k.

The Employer will make 401k payments to the employees, to the Employees for all hours paid, up to forty hours per week, not to exceed 2,080 per year as follows:

Effective Dates	Current	12/01/2023	12/01/2024	12/01/2025	12/01/2026
Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

**ARTICLE 12
DISCHARGE AND DISCIPLINE**

SECTION 12.1-Just Cause. No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 12 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR § 101•20.3.
- Neglect of Duty (including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time). The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- Fighting on Government property or while on duty. Participating In disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.

- Theft, vandalism, or criminal acts.
- Drinking or drunkenness on the job: use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed to by the Company and Union.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- Misuse of weapon{s} or possession of private firearm on the job.
- Violation of Government security procedures or regulations, including, without limitation, those set forth in the GSA Security Guard Manual.
- Violation of state or federal laws regarding the possession or use of a firearm.
- Unauthorized post abandonment.
- Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- Falsification of time records.
- Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Sexual, racial or verbal harassment in violation of company policy.
- It is expressly agreed and understood that the Company shall have the right to establish and modify from time to time disciplinary and other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same.

SECTION 12.2 - Standards of Conduct. It is acknowledged and recognized that the Company is in the business of providing quality security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Section 12.1.

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees' schedules/disruption to contract operations/overtime/open posts; that a minimum of four hours advanced notice is required for any call-off, and that four or

more absences within a four-month period is considered chronic absenteeism, subject to the company's disciplinary policies; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment.

SECTION 12.3 - Government Action. If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on Company to relocate or reassign employee to any other contract.

SECTION 12.4 -Voluntary Quits. An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

- A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
- B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
- C. The employee fails to report to work within forty-eight (48) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the employee's Project Manager, verified by the Company.
- D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 13 GRIEVANCE MEDIATION AND ARBITRATION PROCEDURES

SECTION 13.1 - General Provision. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for

reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any Employee and the Company (and the Union and the Company) arising out of or relating to any Employee's employment with the Company, whether grounded in contract, tort or statutory law (including, but not limited to, federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination In Employment Act, The Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the Employee believes he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

SECTION 13.2 - Step 1. An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) working days in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee.

SECTION 13.3 - Step 2. If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Regional Manager, in writing, within five (5) working days. The Regional Manager shall have five (5) working days from date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax, or other electronic means.

SECTION 13.4 - Step 3. If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Contract Manager in writing, signed by the employee and Union Representative specifying the Article(s) and Section(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Contract Manager shall answer the grievance in writing within five (5) working days after receipt of said grievance.

SECTION 13.5 - Step 4. If the Company's answer is not satisfactory, a Representative of the Union will meet and discuss the grievance with the Sr. Vice President. The Company must reply to the Union within ten (10) working days excluding Saturday, Sundays and Holidays, of said meeting.

SECTION 13.6 - Failure To Resolve Grievance. Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Section 13.7 or Section 13.13 as applicable.

SECTION 13.7 - Contract Based Grievances. The Union, within ten (10) calendar days after the rejection of the grievance by the Company's Designated Representative

shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

SECTION 13.9 - Decision. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Section 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

SECTION 13.10 - Special Time Limitations. Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Contract Manager or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

SECTION 13.11 - Failure To Comply With Time Limitations. Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above in STEPS 1-4. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

SECTION 13.-12 - Limits on Arbitrators Authority. The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management except as it applies the enforceability of arbitration as specified in 13.13.

SECTION 13.14 - Confidentiality. The Employer and Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain

all such information in secrecy, except as may be limited by them in writing. Photocopying of any documents will be strictly on an as needed basis by the aforementioned respective attorneys. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

ARTICLE 14 SENIORITY

SECTION 14.1 - General Provision. Seniority under this Agreement shall commence with the employee's first working day on the contract.

SECTION 14.2 - Posting. When a permanent vacancy occurs on a shift the position will be posted on the bulletin board for a period not less than seventy- two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days unless he/she agrees to remain on the new shift.

SECTION 14.3 - List. A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

SECTION 14.4 - Accepting Position Outside Unit. An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

SECTION 14.5 - Loss of Seniority. An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement, except for the provisions of paragraph 12.5 above. shall lose all seniority rights.

SECTION 14.6 - Reductions In Force. If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid

for by the employee.

SECTION 14.7 - Call Back. Laid off employees shall have call back rights. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail return receipt. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

SECTION 14.8 - Employee Unable To Report. An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

SECTION 14.9 - Loss of Seniority. In addition to the reasons otherwise set forth in this Agreement, employees shall lose their seniority rights if:

- A. The employee resigns, quits or retires.
- B. The employee is discharged for just cause.

SECTION 14.10 - Notice to Company. Each employee on a layoff status must notify the Company in writing, advising of any changes of address and their availability for work.

SECTION 14.11 - Equal Seniority. For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

SECTION 14.12 - Resolution of Disputes. It is expressly agreed and understood between the Parties that any alleged violation of this Article 14 shall be subject to the grievance procedures set forth in Section 13.1 through 13.5 of this Agreement but shall not be subject to the arbitration procedures as set forth in Section 13.6 through 13.12 of this Agreement. The resolution of such grievances by the Company during this "Step 4" conference call shall be final and binding.

ARTICLE 15 CONTINUITY OF OPERATIONS

SECTION 15.1 - No Strikes. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

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

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

SECTION 15.2 - No Lockouts. During the term of this Agreement, the Company shall not lockout any employee.

ARTICLE 16 CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including, but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident.

Should the Company and the Union agree that there was no just cause for the

contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The union will be notified of any employment action taken pursuant to this Article and upon request be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 17 DRUG AND ALCOHOL

The Company and Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the state of Employee's shift. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol-free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

ARTICLE 18 ARREST AGREEMENT - ADVERSE INFORMATION REPORTING

Excalibur is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of Excalibur's Arrest Agreement.

ARTICLE 19 TRAINING AND QUALIFICATION

SECTION 19.1 - General. It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the

Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. If the Government advises the Company of upcoming certification/suitability requirements, the Company will provide notice to the Employee.

SECTION 19.2 - Trainers. All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

SECTION 19.3 - Payment. Except as otherwise provided in this Agreement general Employees attending training presented by or coordinated at the direction of the Company will be paid the minimum wage hourly rate of pay, excluding shift differential, for an hours spent in said training.

Employees attending weapons qualification/re-qualification sessions scheduled and authorized, but not conducted, by the Company will receive a maximum of four (4) hours pay at minimum wage hourly rate of pay, excluding shift differential.

The Company shall afford employees the opportunity to have at least two (2) practice sessions prior to any formal weapons re-qualification testing. If an employee is scheduled for and fails to attend a practice session, the employee will be deemed to have forfeited one practice session unless such failure to report is the result of a documented emergency circumstance. If an employee is unable to successfully pass the weapons safety test and/or qualify with his/her contract specific weapon prior to his/her certification expiration date, the employee shall be suspended without pay. Such employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her certification expiration date. An employee failing to successfully qualify or report for scheduled training within these thirty (30) days period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

SECTION 19.4 - Failure To Successfully Complete. If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee shall be suspended without pay for a maximum of thirty (30) days. If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) days' time frame (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

ARTICLE 20 SCOPE OF AGREEMENT

SECTION 20.1 - Duration. This Agreement shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on November 30, 2027.

SECTION 20.2 - Separability. In the event that any provision of this Agreement (including attachments hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

SECTION 20.3 - Waivers. The parties acknowledge that, during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

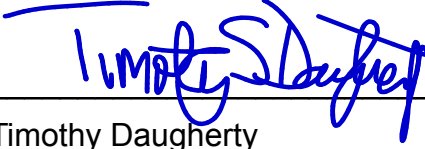
SECTION 20.4 - Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 20.5 - Integration. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.


In WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on this day, 28th of September 2023, in full acknowledgement of their intention to be bound by the Agreement.

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

SECURITY OFFICERS ASSOCIATION OF AMERICA EXCALIBUR ASSOCIATES, INC.



Timothy Daugherty
President



Edward J. McDonald
President

Date 09/28/2023

Date 09/28/2023