

COLLECTIVE BARGAINING AGREEMENT

Between

ELITE PROTECTIVE SERVICES, INC.
&
PROTECTIVE SERVICE OFFICERS UNITED

(PSOs United)

LOCATED AT VETERANS AFFAIRS FACILITY AT 7100
Old Landover Rd, Landover, MARYLAND

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT ("Agreement") is made and entered as of the, by and between Elite Protective Services, Inc. ("Elite" or "Employer" or "Company"), (hereinafter referred to as the "Employer" or "Company", and the Protective Service Officers United, ("PSOs United" or "Union"). The Union's offices at the time of execution of this Agreement are located at 8004 Neville Place, Ft. Washington MD 20744. The worksite is 7100 Old Landover Rd, Landover, MD 20785. The Employer's offices are located at 11331 Amherst Avenue, Wheaton, MD 20902. Each party agrees to notify the other, in writing, of any changes to those addresses. Those addresses will, unless and until a party gives such notice of change, be the official addresses at which to send/receive all notices required by this Agreement and any applicable laws.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent representative of all full-time and regular part-time security officers employed by the Employer at the Veterans' Affairs facility located at 7100 Old Landover Road, Landover, Maryland 20785, but excluding all other employees, including clericals, lieutenants, Captains, and any other supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as the "site."

ARTICLE 2- PROBATION PERIOD

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) calendar days from the date of hire or rehire. The date of hire shall be considered the first day standing post. During their probationary period, the employment relationship between the Company and the probationary employee shall be at will and the probationary employee may be subject to discipline or discharge at the discretion of the Company. Probationary employees do not have seniority until completion of the probation period, at which time seniority dates back to the date of hire.

The Company shall notify the Union within twenty-one (21) days of all new employees hired and of all employees terminated, setting forth their address, SSN, job classification and department.

ARTICLE 3 - TEMPORARY EMPLOYEES

Section 1 -- Temporary Employees/Temporary Positions.

The Employer shall have the right to hire temporary employees to man temporary positions resulting from circumstances beyond the Employer's control or if requested by the Government to provide employees on a temporary basis for a specified period of time. Such employees shall be excluded from the coverage and seniority provisions of this agreement, for a period not to exceed in the aggregate 30 days from date of hire as a temporary employee.

ARTICLE 4 - UNION SECURITY & MEMBERSHIP

Section 4.1 - Union Security

All present Employees who are members of the Union, on the effective date of this Agreement, or join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment. All present Employees who are not members of the Union shall, as a condition of employment, become members of the Union, or pay to the Union an agency fee as established by the Union, no later than the thirty first (31st) day after the effective date of this Agreement or the execution date of this Agreement, whichever is later. New Employees hired hereafter shall, as a condition of employment, become members of the Union or pay to the Union an agency fee as established by the Union, no later than the thirty first (31st) day of their employment.

Employees meet the requirement of being members of the Union within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees, including initiation fees. Failure to comply with this requirement, absent notice and an adequate opportunity to cure, shall result in discharge of the Employee upon written notification to the Employer by the Union, that an Employee has failed to tender the appropriate dues and fees uniformly imposed upon all Employees in the bargaining unit and must specify the requested discharge date effective no sooner than two (2) weeks after providing such notice to Employer. 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 4.2 Dues Check-Off

The Employer will deduct initiation fees and dues from the wages of any Employee covered by this Agreement provided that the Employee submits written authorization for the Employer to make such deductions, provided that such Employee has sufficient earnings

to cover such deduction after deduction for taxes, insurance premiums, and other deductions required by law or the Company have been made. Such authorization forms shall be provided by the Union. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made. The Union shall advise the Employer of the amount of initiation fees and dues and the manner in which same shall be deducted. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. The Employer will pay over to the proper office or officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, dates hired, and amounts deducted. The total remittances are to be made fifteen (15) days after the last day of the month for which the deductions were made. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

The Union agrees to indemnify the Employer against any loss or claim, including costs such as legal fees, which may arise as a result of the Employer any erroneous or improper overpayment made to it and/or as a result of the Union's implementation and enforcement of the provisions of this Article.

Anything herein to the contrary notwithstanding, an employee 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. However, the Union is required under this Agreement, to represent all of the Employees in the bargaining unit, fairly and equally, without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not for members of the Union only.

ARTICLE 5 – NON-DISCRIMINATION

Neither the Employer, nor the Union, shall discriminate against any employee on the basis of race, color, creed, sex (including pregnancy status), sexual orientation, gender identity, gender expression, age, religion, national origin, marital status, veteran or military status, mental or physical disability, union activity or refraining from union activity, or other legally protected classifications. Both parties endorse a zero tolerance policy for any form of harassment against a fellow employee, client, customer, or visitor to any facility whether federal, state, count or private facility. If the Employer receives a complaint that this provision has been violated, the Employer will investigate the complaint.

ARTICLE 6 – MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the work force is vested in

the Employer, including but not limited to: the right to schedule work; to assign work and working hours to employees; to determine when overtime shall be worked; to decide the work amount and location at its facility; to determine the type of services performed; to establish reasonable quality and performance standards, and the most efficient means of providing service; to require employee compliance with established operating procedures; to formulate and enforce reasonable Employer rules and regulations, now in effect, or hereinafter enacted, if not covered by the provision of this Agreement; to hire, suspend, promote, demote, transfer, discharge or discipline for cause; to relieve employees from duty because of lack of work, client or Government request, or for other legitimate reasons; to maintain discipline and efficiency of employees; to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications; to control and regulate the use of all equipment and other property of the Employer; to subcontract work which would otherwise be performed by the employees subject to this Agreement at the convenience of the Government; to make decisions related to the merger, sale or termination of all or any part of its business.

Both Parties recognize that there are basic uniform standards or qualifications that all guards must meet to be deemed qualified to perform basic guard duties. However, situations do arise wherein specific certifications or objectively measurable skills and/or qualifications are required by the Government for certain assignments. When such certifications or objectively measurable skills and/or qualifications are required to perform the necessary work and where they are equal, the employee with the greater seniority will be selected to perform the work.

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

ARTICLE 7 – GOVERNMENT REQUIREMENTS

Section 1.

The Union agrees to cooperate with the Company in all matters required by the Government. The Union agrees that any actions taken by the Company pursuant to a requirement of the Government or at the direction of the Government shall not constitute a breach of this Agreement. Nothing in this Agreement should be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the Government. The Company will however, negotiate with the Union concerning the effects of any such change.

Section 2.

If the Government directs that a specific Employee be removed from the contract or otherwise disciplined or reassigned, or any such action directed may be undertaken by the Company and shall not subject to grievance or arbitration procedures of this Agreement. In the event that the Government expressly directs the removal, discipline or reassignment of a contract Employee, the Company agrees to cooperate with the Union by providing it with all relevant information.

Section 3.

It is recognized and acknowledged that the Company is in the business of providing a 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. It is further recognized and acknowledged that the Government imposes specific requirements concerning the manner in which the work under this Agreement is to be performed, and it is essential and expected that all Employees comply with such requirements.

ARTICLE 8 -- UNION REPRESENTATION

Section 1.

The Union's representative and/or their designees shall not be denied access to the Employer's work site for the purposes of investigating grievances. The Union's representative shall provide 48 hours' written (or e-mail) notice to the Employer prior to coming on site. The Union's business representative shall not engage in any activities which interfere with the work of any employee covered by this Agreement. The Union will be provided with meeting space for Union-related meetings as reasonably needed at the site, provided the Government does not object and there is no cost to the Company.

Section 2.

There shall be no Union business of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedure or otherwise permitted by law.

ARTICLE 9 -- UNION STEWARDS & UNION LEAVE

Section 1 -- Designation

The Union shall designate no more than two (2) Stewards so long as there are forty (40) or fewer employees on site the site. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selection. Stewards shall not interfere with the management of the business or direct the work of any employee. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties.

Stewards will be relieved of their posts to attend grievance step meetings for which he is the assigned steward. In those situations, the steward will remain on paid for time.

A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. However, the permission to leave a workstation will not be unreasonably denied.

A steward who leaves his or her workstation to conduct any other Union business (other than attendance at grievance step meetings) after obtaining such permission shall clock out at the time that he or she leaves the workstation and shall clock in at the time that he or she returns to the workstation after completing such Union business. The Employer shall not compensate stewards for such time spent on internal Union business. However, the Employer recognizes the need for union orientation, representation and training.

Section 2- Union Leave

No more than two (2) Union representatives shall be entitled to unpaid leaves of absence for up to an aggregate maximum of five (5) days per calendar year to attend to Union business, including but not limited to, conventions, conferences, workshops or seminars. The Union will provide the names of the two (2) Union representatives to the Employer.

ARTICLE 10- EMPLOYEE CLASSIFICATIONS

“Full-time” Employees are those regularly scheduled to work thirty-six (36) hours to forty (40) hours per work week. “Part-time” Employees are those regularly scheduled to work less than thirty-six (36) hours per work week.

The use of any pronoun for gender herein shall apply to all employees.

ARTICLE 11 **WORKWEEK, HOURS OF WORK AND PAYROLL DISCREPANCIES**

Section 1.

The regular workweek shall consist of forty (40) hours. The workweek shall be from 0001 hours on Sunday and conclude at 2400 hours on the following Saturday. The work day shall

be defined as the twenty-four (24) hour period commencing with the start of the employee's shift and terminate twenty-four (24) hours thereafter.

Section 2 -- Starting Times

Employees are required to report for work at their scheduled starting times.

Section 3 - Guard Mount

All employees will be paid fifteen (15) minutes before and after their shift for Guard Mount. Upon arrival at the control room or supervisor's office, whichever is applicable, the employee will first sign the 1051 Equipment Control Register, including the time, before obtaining their weapon from the safe. The employee will also sign the 1051 Equipment Control Register, including the time, at the end of the day after returning their weapon to the safe.

Section 4 - Scheduling in General

Shifts shall be scheduled in the discretion of the Employer to fulfill the needs of the government.

The Company will issue each employee a written acknowledgement of his schedule (days and hours of work) before he is required to report for any changed schedule. Within two weeks after execution of this Agreement, all employees will be given written acknowledgement of their current schedule.

Section 5- Breaks

Bargaining unit employees will receive one (1) paid fifteen (15) minute break for every four (4) hours worked. For every consecutive eight (8) hour increment an employee works, they will be given one thirty (30) minute unpaid meal period in addition to the above referenced paid break(s) each four hour increment included within the eight hours

Employee requests to combine break and meal periods will be honored if it is operationally feasible.

When taking fifteen (15) minute paid breaks, officers are required to initial out on the 139R Form (yellow sheet). When returning from paid break, officers are required to initial back in on the 139R Form (yellow sheet). Officers may not leave the facility during their paid breaks.

When taking a thirty (30) minute unpaid meal period, officers are required to sign out on the 139 Form (white sheet) when they leave their post and sign back in on the 139 Form (white

sheet) upon their return to post. Officers are permitted to leave the facility during their unpaid breaks if they choose. However, the Officers will not be compensated for their time in disarming or rearming should they elect to leave the facility during their unpaid breaks as this is included in the Guard Mount pay in Article 10, Section 3.

Restroom breaks will be provided as needed contingent upon available personnel.

Section 6- Extra Work Opportunities

All work performed in excess of forty (40) hours in the workweek shall be compensated at 1 1/2 times the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay. Hours worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement. Paid vacation or holiday time shall not be counted as hours worked in the calculation of overtime.

Extra shifts and vacancies will be covered on an equitable basis. The Employer will maintain an "interest list" for unit employees interested in working extra shifts or hours. The Employer will make reasonable efforts to use employees on the interest list to cover vacancies. The Employer has the right to first use employees on the list who will not incur overtime pay by working the extra hours. If the interest list is not adequate to cover the vacancies, the Employer will be allowed to use non-unit personnel.

Section 7 – Temporary Assignments

In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until such position is filled according to the terms of this Agreement. A temporary assignment under this Section will normally last for thirty (30) days; the parties agree to meet and discuss additional time if necessary. If no agreement for additional time is reached, then the job must be bid out as set forth in this Agreement.

Section 8

This Section is intentionally left blank.

Section 9 - Reporting Pay

An employee who has been called in to work for unscheduled work and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours consecutive hours of work or pay at his/her regular straight-time hourly rate.

Section 10 – No Guarantee of Work

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

Section 11 - Building Closures

OPM notices of building closures will provide the guidance for employees' obligations to report for work. If OPM announces the federal government is closed, only employees who are assigned 24/7 posts, posts that the Agency determines shall be open, and posts that are scheduled for holidays and weekends will report for work. The Employer will make every effort to notify the officer immediately upon getting notification from the Agency that the post will be open.

If government building closure is announced less than three (3) hours prior to the start of an employee's shift, if the employee reports on time as scheduled, he will be guaranteed a minimum of four (4) consecutive hours of work. However, should the employee not desire to remain at the facility, they will be paid only for time actually worked.

Employees who do not report for work on days described in this Section or who are entitled to some minimum amount of pay pursuant to this Section will be paid only if the Government pays the Employer for those hours.

Section 12 - Payroll Discrepancies

The Employer shall rectify and pay all pay discrepancies, that were the fault of the Company or its payroll servicer(s), amounting to sixteen (16) or more hours pay within four (4) business days after the discrepancy (with all supporting documentation) has been submitted to the payroll department. Discrepancies of lesser amounts will be rectified and paid the following pay day after the discrepancy (with all supporting documentation) has been submitted to the payroll department.

In the event of an overpayment situation, the Company will work with the affected employee to establish a re-payment plan now paid from out of the Atlanta, Georgia office.

Section 13.

Employees shall be afforded the option of receiving their pay via direct deposit.

ARTICLE 12 – DISCIPLINE & DISCHARGE

Section 1 - Just Cause

An employee shall not be disciplined or discharged except for just cause. The Employer shall impose discipline or discharge the employee within 7 business days after management knew or reasonably should have known of the incident(s) on which the discipline or discharge is based.

The Employer shall attempt to investigate the circumstances of the event(s) giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward if so, requested by the employee.

Section 2 – Procedure

The Employer shall employ a system of progressive discipline pursuant to the Employer's established policies and procedures. These steps will be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, the Company reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as "promises" by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Termination may occur without use of progressive discipline and without prior notice for gross misconduct.

The disciplinary procedure, applicable to offenses which do not constitute gross misconduct, relate to progressive discipline solely for each specified offense and will move along the progressive discipline track described below. Any offense that is more than twelve (12) months old shall not be considered in the progressive disciplinary procedure.

Verbal Warning

Written Warning & Conference

Final Written Warning

Suspension not to exceed (3) days/Final Warning

Discharge

Section 3- Denial of Access

An employee who is denied access or not granted a security clearance that is required by the Client shall be removed from the contract without recourse to grievance or arbitration procedures. If the client denies access, Employer will provide the Union with a copy of the written denial of access from the Client when available; Employer shall make a request for a written copy if one is not otherwise provided.

Section 4 - Union Representation during Discipline

Any meeting between the Employer and an employee that the employee reasonably believes may result in a disciplinary action being given to the employee may be administered in the presence of a Union representative or authorized steward if so requested by the employee. The parties agree that any Union representative or authorized steward on the work site premises at that time can be summoned.

Subject to, and in accordance with the NLRA, any investigatory interview between an Employee and a company representative which the employee reasonably believes to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized union official or steward. Investigatory interviews include written statements. If the company requests or gives the employee the option to submit a written statement which the employee reasonably believes could lead to disciplinary action, the employee may confer with a union steward before submitting a statement.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1- Definition

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the employee and immediate supervisor. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of similar problems.

Section 2- Procedure

Step (1) Employees having a grievance shall present such grievances to their Supervisor within five (5) working days from the time that the grievance arose or when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. The grievance must be submitted in writing on the forms agreed by the Parties approved by the Union and set forth the date and time of the occurrence, specify the contractual provisions allegedly violated, the relief requested, and dated and signed by the aggrieved party.

Upon the request by an Employee, a shop steward shall be included in a discussion regarding the grievance. Employees participating in grievance activity as grievant, shop steward, or

witness shall be granted up to two (2) hours administrative leave without pay for such participation during a pay period. This time shall relate to on or off-site handling of a grievance.

A meeting shall be arranged within fifteen (15) working days of the Employer's receipt of the written grievance. The meeting shall be attended by the grievant, the Union steward and the Supervisor or a representative of the Employer. The Employer shall give a written response to the grievance within seven (7) working days after the Step 1 meeting. If the matter is not resolved at the Step 1 level, it may be referred to Step 2.

If no meeting is arranged and no response is rendered by the Employer within fifteen (15) working days after submittal of the grievance in Step (1), the grievance shall be deemed granted and the remedy request implemented. If no response is rendered by the Employer within seven (7) days after the Step 1 meeting, the grievance shall be deemed granted and the remedy requested implemented.

In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within seven (7) working days after a written grievance is submitted to the Employer.

Step (2) – If a satisfactory settlement is not reached in Step (1), the grievant may refer the grievance to the Union and to the Contract Manager (or his designee) within ten (10) working days after receipt of the Supervisor's Step 1 response. The Contract Manager (or his designee) will meet with the aggrieved employee, the Union representative, and the aggrieved employee's supervisor to discuss the grievance. The Contract Manager (or his designee) will give a written decision to the Union within ten (10) days after receipt of the Step 2 referral. If no response is rendered by the Contract Manager within ten (10) days after submittal of the grievance to Step (2), the grievance shall be deemed granted and the remedy request implemented.

Step (3) – Should the grievance remain unsettled after the Step 2 meeting and receipt of the Employer's answer, the Union may by written request, refer the grievance to arbitration. The written request must be received by the Employer within ten (10) working days after the Step 2 answer in order to be timely submitted to arbitration.

Section 3- Extensions & Time Limits

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. An untimely grievance shall not be considered in the grievance process or by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer's last preceding answer.

In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

For the purpose of this Article, "working days" shall be defined as Monday through Friday, excluding only holidays observed pursuant to this Agreement.

ARTICLE 14 -- ARBITRATION PROCEDURE

Section 1 – Arbitrator Selection

The parties hereto shall choose an arbitrator by mutual agreement within thirty (30) calendar days from the date of the Employer's receipt of the Union's written demand for arbitration. If the parties are unable to agree, then the Union shall request a panel of arbitrators with the Federal Mediation Conciliation Service (FMCS). The parties shall select from this panel a single arbitrator by alternatively striking names from the panel until one name remains. The party to make the first strike shall be determined by the party demanding arbitration.

The arbitrator shall then proceed to hear and determine the case submitted.

Section 2 – Arbitrator Authority

The arbitrator shall have no power to add or to subtract from, amend or modify any of the terms of this Agreement. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments in advance, by each party and cite the provisions of the Agreement, serving as the basis for the decision.

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

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time. When there are a number of grievances concerning the same issue, the parties may mutually agree to combine the grievances for a single decision by the arbitrator, but may decline to do so.

All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his straight-time employment with the Employer. Absent extraordinary circumstances, back pay awards shall not include reasonable interest. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees and shall not be inconsistent with the terms of this Agreement.

Section 3 – Arbitration Expenses

The parties will attempt to use a hearing location that is cost free, but if there is a need for such expense it will be shared equally.

Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. Costs of such recordings and transcripts will be shared equally by the parties.

The parties will bear the arbitrator's fees and expenses equally.

Each party shall bear the expense of preparing its case and shall make arrangements for, and the expenses of, witnesses called by them.

Section 4. An individual employee/grievant does not have the authority to move a grievance to arbitration.

ARTICLE 15 - NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. Employees agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at each location. This includes the Employer's right to assign them to do tasks that further the security and protection of locations that are impacted by labor disputes involving other employee organizations.

ARTICLE 16 -- BULLETIN BOARD

Provided that the Government makes the space available on site, the Employer shall provide bulletin board space exclusively for the use of the Union for the posting of notices, such as, but not limited to:

- Notices of Union recreational and social affairs;
- Notice of Union elections;
- Notices of Union appointments and results of Union elections;
- Notices of Union meetings;
- Union updates of negotiations.

There shall be no other distribution by Employees of notices, pamphlets, hand billing, leafleting, advertising, or political matters in the work areas.

ARTICLE 17 - SENIORITY

Section 1- Seniority Lists

Seniority lists for the bargaining unit will be maintained by the Employer. Employer will provide copies upon request and shall be made available to Union representatives and Officers by request only. Seniority shall be defined as the length of service on the government contract on site without any break in service. An employee's seniority shall commence after completion of his/her probationary period and shall be retroactive to the date of hire. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security number, the most senior being the employee with the lowest number.

An employee who believes that the prior contractor furnished the Employer with an incorrect seniority date may have his or her seniority date corrected by providing the Project Manager with documentary evidence (i.e. pay-stub, hiring letter, W-2 form, etc.) generated by the prior contractor showing the correct seniority date.

An employee's standing on the posted seniority list will be final unless protested in writing to his or her Supervisor not later than sixty (60) calendar days after the most current list has been posted.

Section 2 -- Position Openings

As positions open, notice shall be posted within fourteen (14) days. Employees shall have seven (7) calendar days within which to bid. Successful bids shall be implemented within seven (7) calendar days of selection. The job will be awarded to the most senior employee who bid provided that employee holds any required certifications or qualifications for that assignment. The successful bidder's prior position will then be bid according to the same procedure. The following opening(s), if any, will then be filled using the same process.

If no interest is observed in the vacancy after fourteen (14) days, the Company has the right to assign the most junior employee to the position. If no employee accepts the vacancy, the Employer retains its authority to hire for that vacancy.

Section 3 -- Promotions

In the event that a supervisory/non-unit job becomes available, first preference for such job shall be given to the most qualified employee currently employed at each location with the specific skill, seniority, and ability first. For the purposes of this section, a qualified employee

is an employee who possesses work experience relevant to the higher-level position, who has demonstrated the ability to lead and effectively interact with fellow employees, who has a good attendance and employment record, and who has the requisite permits and security clearances required for the job. If the most senior and qualified employee declines the promotion, such position shall be offered to the next most senior and qualified employee, and so forth, taking into account seniority first whenever all other such considerations are equal.

If an employee who has been promoted (a) decides within ninety (90) days of his or her promotion to return to the bargaining unit, or (b) is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements for the position to which he or she was promoted, such an employee shall be returned to his or her original or similar position in the bargaining unit and shall receive the appropriate rate of compensation for such lower position. Time spent as a supervisor shall not count toward a unit employee's seniority. Should the employee be returned to the bargaining unit after the ninety (90) day period, said employee shall be considered a new hire for the purposes of seniority. An employee who has already moved from a supervisory position back to a unit position and reclaimed his original seniority date will not be allowed to do so again; any subsequent return to the bargaining unit from a supervisory position will result in loss of previously accrued seniority.

Section 4 -- Reduction in Force

In the event that the work force at the job site shall be reduced for any reason, probationary employees shall be laid off first. Non-probationary employees shall be the next to be laid off on the basis of site seniority (inverse order).

When full-time positions are being reduced, probationary full-time employees shall be laid-off first; should it be necessary to further reduce the full-time work force, the non-probationary employees shall then be laid-off in the inverse order of their seniority

When part-time positions are being reduced, probationary part-time employees shall be laid-off first; should it be necessary to further reduce the work force of regular part-time employees, the non-probationary part-time employees will be laid-off in the inverse order of their seniority, subject to the understanding that there are situations wherein specific certifications or objectively measurable skills and/or qualifications are required by the Government for certain assignments. When such certifications or objectively measurable skills and/or qualifications are required to perform the necessary work, the Employer will make layoffs in inverse order of seniority provided that the remaining employees have those objectively measurable skills and/or qualifications required to perform the necessary work.

Full-time employees shall have the option of accepting a part-time position in lieu of a lay-off. If there are no part-time positions available, then the full-time employee can displace the most junior part-time employee provided that that part-time employee has less seniority than the displacing full-time employee.

Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of lay-off.

Section 5 -- Recall

When a vacancy arises, the Employer shall recall laid off employees on the basis of seniority, subject to the understanding that there are situations wherein specific certifications or objectively measurable skills and/or qualifications are required by the Government for certain assignments. When such certifications or objectively measurable skills and/or qualifications are required to perform the necessary work, the Employer will recall laid off in order of seniority provided that the senior laid off employee has those objectively measurable skills and/or qualifications required to perform the necessary work. Probationary employees who have been laid off have no recall privileges.

In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority which he or she possessed at the time of the layoff except as provided below.

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 number to be the most senior employee.

An employee shall continue to retain recall rights for twelve (12) month period commencing from the date of the layoff.

Section 6 -- Loss of Seniority

In the event the Employer loses its contract to provide services at the site, the Employer will have no obligation with regard to this Section after the termination of its contract.

An employee's seniority with the Employer shall terminate if the employee:

- voluntarily quits or resigns;
- retires;
- is discharged for cause;
- is laid off for more than twelve (12) continuous months;
- fails to return to work from layoff within five (5) working days after the mailing of notice of recall by the Employer;
- is absent from work for three (3) consecutive working days without notifying the Employer of the reason for his absence before the close of the three (3) day period, unless there was an emergency recognized by Employer which prevented the employee from properly notifying the Employer;

- overstays a leave of absence without just cause, subject to any Federal or State law; however, benefits do not accrue unless required by government rule, regulation or law;
- gives a false reason for a leave of absence;

In the event that an employee is laid off for reasons other than the Employer's loss of contract, the Employer shall, within thirty (30) days of the layoff, determine if the employee is qualified for work at another job site, and, if so, offer the employee the opportunity for a transfer.

A laid off employee who is recalled shall be sent notice of recall by certified mail. If such employee does not respond within five (5) working days of the Employer's sending such certified mail, or the employee refuses such offer, the employee will be deemed to have voluntarily quit, even if the notice is returned as undeliverable. An employee who has voluntarily quit or otherwise been terminated has no right to recall.

Section 7. Shift And Job Re-Assignments

In the event the Employer determines it is necessary to rotate or reassign employees among posts employees will remain on the same shift with the same hours unless it is impossible to cover the required assignments. if it is necessary to alter the hours of the employees original shift. The Employer will make every reasonable effort consistent with its business needs to assign employees in such a manner as will not disrupt established child care arrangements as well as family. Assignments are to be made in an unbiased manner and in accordance with seniority to the greatest extent possible.

ARTICLE 18 -- VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- The employee fails to report for work within forty-eight (48) hours of the beginning of his/her scheduled shift after the expiration of a leave of absence without a telephone call or other explanation, unless there was an emergency recognized by Employer which reasonably prevented the employee from properly notifying the Employer.
- The employees fails to report to work for three (3) consecutive days without telephoning or otherwise notifying the Employer (or in the case of a medical emergency, someone calling the Employer on the employee's behalf to report the employee's inability to report for work), unless there was an emergency which reasonably prevented the employee from properly notifying the Employer.

- The employee fails to respond within five (5) business days of the Employer sending a notice of recall by certified mail, unless there was an emergency which prevented the employee from properly notifying the Employer.

ARTICLE 19- SUPERVISORS WORKING

Supervisory and/or salaried personnel shall not perform the duties of employees in the bargaining unit except in emergency situations, providing hygiene relief as necessary, or at any time there is an open post due to call offs or other circumstances and no bargaining unit employee is available or until an Employee is available to fill the post. Having to cover work by paying unit employees overtime is not considered an emergency situation.

ARTICLE 20 - WEAPONS

The Employer agrees to implement a regular maintenance program for all Employer-owned weapons. Pursuant to this program, weapons shall be checked, cleaned, and, if necessary, repaired or replaced at least once every six (6) months. Employees have the obligation to ensure that their weapons are at all times in proper working order. If an employee has knowledge that his or her weapon is not in proper condition, the employee shall immediately report this to his or her supervisor for investigation.

ARTICLE 21 - TRAINING & REQUALIFICATION

All new employees are paid for initial training. All incumbent employees will receive pay for training and/or annual recertification training at their normal rate of pay. All scheduled, new, recertification training and/or work shifts or any combination thereof shall not exceed twelve (12) hours on any given day.

Section 1 – Medical Examinations

The Employer agrees to pay for any required medical and/or physical examinations of all employees and time spent covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer.

The employee shall sign in and out at the Employer's office for time spent taking a physical or medical examination or evaluation required by the Employer. Employees will be paid their normal base hourly rate of pay for time spent getting medical and/or physical examinations, when following the proper sign in and out procedures. This time does not count towards the calculation of overtime.

This provision shall not be understood or applied to deny an employee any rights under the Americans with Disabilities Act or FMLA or those statutes' implementing regulations.

Section 2 – Training and Requalification

The Employer shall pay employees straight time pay (plus Health & Welfare) for time spent taking training and certifications as set forth in the government solicitation and as set forth below, assuming the employee follows the proper sign in and out procedures. The employee shall sign in and out at the Employer's office for time spent taking training, qualification or examination required by the Employer. The Employee is required to sign in upon arrival for recertification for the firing range. Upon conclusion of the recertification at the range, the employee shall sign out. Any time spent and paid in training or qualification testing does not count towards overtime.

The Employer shall afford employees the opportunity to qualify (2 relay attempts on the same day, equaling 1 session) prior to his/her certified expiration date. The Employer shall pay the cost of range fees, and ammunition, and one (1) qualification testing session for the employees to qualify at the weapons qualification testing. If the Employee fails the first qualification attempt, the employee will be removed from the schedule and have thirty (30) calendar days from the failure date to qualify a second time.

An Employee, who fails to qualify during the first attempt weapons qualifications testing, shall be permitted a second attempt at the next scheduled testing. After the first failure, the employee shall be allowed to schedule themselves for a remedial weapons training course with the Employer at no cost to the employee. The remedial training course will have live instruction and include live round firing practice. After completing the remedial training course, the employee shall schedule themselves for a second qualifying attempt.

The cost of the first attempt shall be borne by the Employer, when following the proper call-in training scheduling procedure. If an employee needs a second attempt, the Employer has the right to charge the employee \$225 for range costs.

The Company shall give the Employee a ninety (90) day notice of scheduled training prior to the expiration of all qualifications/certifications. The Company shall afford employees the opportunity to qualify prior to his/her certification expiration date.

If the employee does not successfully qualify prior to the expiration of his or her permit or fails to pass a range qualification test on a second attempt within thirty (30) calendar days after the first failure, it will be deemed a voluntary separation unless there are emergency circumstances, which the Employer deems beyond the employee's control. The employee may be requested to provide proper documentation to support the emergency circumstances. Employees shall lose their seniority and schedule after thirty (30) calendar days.

Certifications through another employer or third party company will not be accepted.

Employees that complete their weapons re-qualification in a timely manner shall be immediately reinstated back to their original position after re-qualifying during this period of suspension provided there have been no more than two attempts to re-qualify. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits during the suspension.

If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended as in the section above. Likewise, if an employee does not successfully complete and pass his or her government-required first aid and/or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be suspended as in section above. If, however, after thirty (30) calendar days following the date on which the employee was required by the government to have passed such examination or examinations, the employee has not taken and passed same, he shall be regarded as having voluntarily quit.

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by GSA/DHS and the Employer Handbook.

ARTICLE 22

UNIFORMS EXCHANGE/UNIFORM ALLOWANCE

Section 1 - Uniforms in General

All employee uniforms, as required, will be issued at the corporate office. The responsibility for the correct sizes shall be up to the employee, so that he/she is properly dressed.

The Employer shall provide at no cost to all new employees those items listed in the Employer's service contract. The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Project Manager. Upon return of the damaged item, the Employer shall provide a replacement item to the employee at the Employer's cost. Vest covers may be replaced by advising Quality Control of the need for replacement. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from employee pay the cost of any replacement uniform items not returned by the Employee.

A shoe allowance of up to \$50.00 per calendar year will be paid as reimbursement for work shoe expenses and will conform to uniform standards as described in the contract. Shoe receipts will be required.

Upon termination of employment, the issued clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost

of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition. The deduction for such missing, or uncleaned, or damaged items will be the cost to the Employee.

Section 2 - Maintenance

Uniforms will be “wash & wear” and in compliance with FPS guidance employees and will be responsible for keeping them clean.

Section 3 - Alterations

The Company will issue properly fitted uniforms. Employees are expected to try on uniforms upon issue. The Company will exchange uniforms that do not fit properly when tried on by the officer.

Section 4 - Termination of Employment

Upon termination of employment, all issued clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition.

ARTICLE 23 -- JURY DUTY

Bargaining unit employees shall be eligible for up to seven (7) days of paid leave per contract year to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury within 24 hours after notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, based on hours missed per day less all amounts received by the employee from any court or government agency to serve on a jury.

ARTICLE 24

LEAVES OF ABSENCE, BEREAVEMENT LEAVE & SICK LEAVE

Section 1 -- Family Medical Leave Act

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993. Eligible non- probationary employees will be granted unpaid leave in accordance with federal and other applicable FMLA requirements for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Section 2 -- Personal Leave without Pay

An employee may request personal leave without pay for a period of up to thirty (30) days. It is within the Employer's sole discretion whether to grant such requests, which must be in writing and state the reason for and length of the desired leave, will be granted. The status of a personal leave of absence request shall be given to the requesting employee within 72 hours. Seniority for purposes of job assignments and vacation earning rate shall not accrue during such personal leave. Neither seniority nor benefits shall accrue during such personal leave. Upon giving two (2) weeks' notice of intent to return to work, an employee shall be scheduled to report to his former job if it is available or as opening become available. If no job is available on the employee's former shift or former site, he may be put on any shift or site, but will be returned to his former shift or site as soon as an opening is available, consistent with the Employer's scheduling needs. The Employer shall not unreasonably deny an employee's request to return to his former shift or site. If an employee exceeds thirty (30) days without approval from the Employer, he/she may be assigned at the Employer's sole discretion.

Section 3- Bereavement Leave

Non-probationary, full-time employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, step parent, foster parent, spouse or domestic partner, child, sibling, grandparent or grandchild. Unpaid leave of up to three (3) days shall be given for purposes of attending the funeral of a father-in-law or mother-in-law. If the funeral for any of the people listed in this section is more than 100 miles from the worksite, an additional two (2) days of unpaid leave will be granted in consideration of the additional travel requirements. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the number of hours normally worked on the day(s) covered under this Section.

Section 4 -- Military Service

An Employee who is activated, drafted, or voluntarily enters service into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave. Employees may choose to use available paid vacation leave or Leave w/o Pay during the absence.

Section 5 -- Sick & Safe Leave

The Employer will provide sick leave as required by Executive Order 13706 and/or the Maryland Healthy Working Families Act (MHWFA) and any amendments thereto. The following provisions are intended to synthesize the applicable laws in a manner understandable to employees and management, but to the extent any of it does not meet the minimum standards of Executive Order 13706 and/or the MHWFA, those will supersede the terms of this Agreement and the parties will apply them accordingly.

Section 5(a) Sick & Safe Leave Accrual

All employees, including probationary employees, shall be entitled to accrue paid sick leave at the rate of 1 hour of paid sick leave for every 30 hours worked.

Employees may accrue a maximum of 56 hours of paid sick leave each accrual year. For purposes of this policy, the accrual year is the full government contract year, which is the 12-month period beginning on January 1. Employees may carryover up to 56 hours of accrued, unused paid sick leave from one accrual year to the next. Employees may have a maximum of 56 accrued hours of paid sick leave available at any point in time. If an employee accrues 56 hours of paid sick leave, the Employee will stop accruing paid sick leave until the employee uses paid sick leave and the balance drops below 56 hours.

Accrued but unused sick leave hours are not paid out at the end of the year and are not paid out upon separation of employment for any reason.

For transition into this Agreement, all employees will be deemed to keep whatever sick leave hours are currently in their account, subject to the cap on total accumulation set forth in this Article.

Section 5(b) Use of Sick Leave

Employees will be allowed to use Sick Leave for the circumstances set forth in Section 3-1305(A) of the MHWFA.

Section 5(c) Unused Sick Leave

All unused sick leave and/or earned vacation must be used before an employee will be permitted to use unpaid leave for any reason within the year. There will be no carry over other than the maximum of 56 accrued hours as mentioned above in the Sick Leave Accrual section, and no pay out of unused sick leave.

Section 5(d)

Employees will be allowed to use Sick Leave in one (1) hour increments.

Section 5(e)

The Employer will indicate each employee's Sick Leave balance in every pay stub.

Section 5(e)(1)

When an Employee is absent for more than 3 consecutive full days, the employee must provide certification or documentation from a health care provider. If the paid sick leave is used for an absence resulting from domestic violence, sexual assault or stalking, documentation may be from a health care provider, counselor, victim representative, attorney, clergy member, family member, or close friend; and self-certification is also permitted.

Section 5(f)

The Employer will post notices in conspicuous places notifying employees of their rights guaranteed by the MHWFA.

Section 5(g)

Any terms that are defined in Section 13-301 of the MHWFA that are also used in this Article will be given the definition set forth in Section 13-301 of the MHWFA.

Section 5(h)

Employees will receive regular pay and benefits when using paid sick leave., but Employees will not continue to earn additional paid sick leave during that time.

If an Employee with accrued paid sick leave takes leave under the Family and Medical Leave Act (FMLA) policy, all accrued paid sick leave must be used before leave is unpaid. Paid sick leave will run concurrently with Family and Medical Leave.

All unused sick leave must be used before an employee will be permitted to use unpaid leave for any reason within the year.

There will be no carry over other than the maximum of 56 accrued hours as mentioned above in the Sick Leave Accrual section, and no pay out of unused sick leave.

Section 5(i)

Requesting Sick Leave -An Employee requesting sick leave must contact the Employer by contacting their direct supervisor and informing him/her of the need for leave for a purpose described in this policy and the anticipated duration of the leave, if reasonably feasible. The Employee shall make a good faith effort to provide a reasonable estimate of the length of the requested absence.—When an Employee wants to use accrued paid sick leave and the reason for the absence is foreseeable, the Employee must request the leave at least 7 calendar days in advance of the absence.—When the need for the absence is not foreseeable, Employees must request to use accrued paid sick leave as soon as practicable, which in most cases should be at least 2 hours before the start of the Employee's shift.

Section 5(j)

All medical documentation and documents related to domestic violence, sexual assault and stalking will be kept confidential unless disclosure is required or permitted by law.

An Employee who does not provide medical certification that he/she is able to return to work, if required or requested under this Article, will not be permitted to return to work.

ARTICLE 25 - HOLIDAYS

Section 1 - Holidays Defined

The Employer shall recognize the following holidays:

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

Any holidays authorized by Congress or the President of the United States shall not be subject to this Article unless the government pays the company for the said holiday.

Section 2- Holiday Allowance

All full-time employees, regardless of whether they work any portion of the holiday, will be paid a Holiday Allowance at regular wage for eight (8) hours. Part time employees will receive a pro-ration of the holiday benefit based on the hours worked in the two full workweeks prior to the workweek in which the holiday falls.

An employee who is required to work on a holiday is paid the Holiday Day allowance in addition to his or her regular wage.

The employee who is requested and agrees to work any of the above-named holiday but fails to report to work for such holiday shall not receive Holiday Allowance, and will be subject to discipline.

The employee must work his scheduled day before and scheduled day after the holiday to receive the holiday benefits, unless otherwise excused.

ARTICLE 26 - VACATIONS

ARTICLE 26 - VACATIONS

Section 1 - Vacation Accrual Rates

Full-time employees covered by this Agreement who have continuously been employed within the Bargaining Unit for a period of one (1) year shall, as of their anniversary date, begin to earn two (2) weeks paid vacation per year.

Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall, as of their anniversary date, begin to earn three (3) weeks paid vacation per year.

Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) years shall, as of their anniversary date, begin to earn four (4) weeks paid vacation per year.

Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) years shall, as of their anniversary date, begin to earn five (5) weeks paid vacation per year.

Vacation pay shall be based on the average number of non-overtime hours worked in the prior fifty-two (52) weeks.

Part-time employees shall be eligible for vacation. Such vacation shall be earned on a pro-rated basis as calculated by the average non-overtime hours worked in the prior fifty-two (52) weeks per the same schedule as full-time employees.

Section 2 - Vacation Scheduling

Employees are required to submit weekly vacation requests in writing to the shift supervisor at least thirty (30) calendar days prior to the requested vacation. All such requests must be approved by the Employer in advance. Requests will not be unreasonably denied.

Determinations will be made on a first come, first serve basis except for when multiple requests are submitted at the same time, then vacation will be granted based on seniority.

Section 3 – Vacation Cash-out

Vacation time must be taken within the year following the year in which it was earned.

Vacation time must be taken within the year following the year in which it was earned. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment.

Section 4 - Effect of Leave of Absence

Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

Section 5

The amount of hours in the employee's vacation bank will be shown on paystubs.

ARTICLE 27 - HEALTH & WELFARE ALLOWANCE

The Company agrees to make a health and welfare ("H&W") benefit contribution as set forth below for all hours paid including vacation, sick leave and holidays excluding vacation cash-out and overtime including up to forty (40) hours per work week. Such payments will be paid directly to the employees with their wages. It is understood that the employer offers health plans to employees who work thirty (30) hours or more. Employees may opt out of the Company health plan in favor of having their health and welfare benefit contributions paid to their paycheck or 401k designated by the Employee.

Any residual contributions remaining after health plans have been selected by the employee shall be paid to the Employee as wages.

Month	Current	June 1, 2021	June 1, 2022	June 1, 2023
Rate	\$4.14	\$5.00	\$5.00	\$5.00

ARTICLE 28 – RETIREMENT/PENSION

If the Employer starts a 401k Plan, employees will be allowed to contribute via payroll deduction.

ARTICLE 29 - WAGES

The base hourly wage for bargaining unit employees shall be as follows:

Classification	Current	October 1, 2022	October 1, 2023	October 1, 2024
Armed Security Officer	\$20.57	\$21.82	\$23.07	\$24.32

Increases shall occur on the first pay period following the effective dates noted above. Employees will be made whole back to the actual effective date of any increases.

ARTICLE 30 -- GENERAL PROVISIONS

Section 1.

Each employee is at all times responsible for having a correct physical address, email address, and valid telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address of record and email address. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer. The Employer shall provide the Union with an updated list of bargaining unit employees and all post office addresses upon request.

Section 2.

Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

Section 3.

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 4.

Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company

Section 5.

The Employer shall make every reasonable effort to give each employee an opportunity to review their personnel files. The union representatives in regard to their official duties and requirements under this agreement shall have an opportunity to review employee personnel files. All disciplinary letters, memorandums and warnings (records of conversation or counseling) cannot be used after twelve (12) months of issuance.

Section 6.

Employees shall not use any electronic devices for personal or unauthorized purposes while on post. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the command center for employees will normally be taken. If a call appears to be an emergency, the employee will be notified immediately.

Section 7.

If the Government agency is agreeable to provide space, the Employer will provide at least one location at a job site for the employees to take their break.

ARTICLE 31 - GOVERNMENT SUPREMACY

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer with the scope of the Contract. If time permits, Employer will discuss any changes with Union prior to their implementation. The discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, Employer and Union will endeavor to renegotiate that particular section of the CBA, all with acknowledgement by Union of the obligation of Company to comply with the Government directive.

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examination, weapon proficiency testing, uniforms/appearance standards, staffing determination, etc.) or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by the Union. Any compensation or expenses, subsequently no longer mandated or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer after providing notice to the Union and allowing the Union to meet and to confer with Employer over the effects of that intended action.

ARTICLE 32 -- SUCCESSIONSHIP

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignments of assets by the Employer, and of any succession by another contractor to the Employer's contract with the government, all in accordance with the Service Contract Act of 1965, as amended.

ARTICLE 33 -- SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 34 -- TERMS AND DURATION OF AGREEMENT

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 benefit obligations or requirements of the Company. The Agreement shall remain in force and effective from September 1, 2022, through August 31, 2025, and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer ninety (90) days prior to the expiration date of its desire to modify, amend or terminate this Agreement.

Notwithstanding the foregoing, this Agreement shall not become effective unless it is ratified by the membership of the Union pursuant to the procedure set forth in its Constitution and Bylaws, and subsequently signed by the parties hereto.

ARTICLE 35 - ENTIRE AGREEMENT

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 respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

It is the intent of the parties to resolve all outstanding matters between them by entering into this Collective Bargaining Agreement. Therefore, the parties agree this Agreement resolves all outstanding disputes, grievances, and claims between them as of the date of this Agreement.

This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. This Agreement can only be modified by the express, written, and signed agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.



Chrissandra Jones

President

Protective Service Officer's United



Angela Robinson

Treasurer

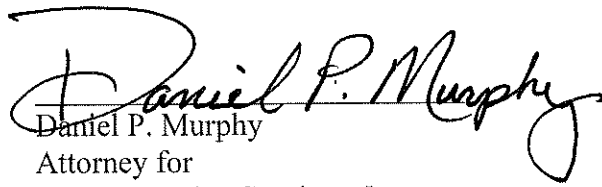
Protective Service Officer's United

September 06, 2022

Date



Date


Daniel P. Murphy
Attorney for
Elite Protective Services, Inc

9/12/22
Date