

Collective Bargaining Agreement

Between

TRIPLE CANOPY, A CONSTELLIS COMPANY

and the

SECURITY OFFICERS ASSOCIATION of AMERICA

Representing the

PROTECTIVE SECURITY OFFICERS

At

Denver, Colorado and Surrounding Areas

Effective

June 1, 2021 through May 31, 2024

David Khung 060321

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DEFINITIONS

Agreement: This Collective Bargaining Agreement (CBA).

Agreement Term: Initial CBA effective dates and any extensions thereto as per Article 27 of this Agreement.

Break: A relief period provided to an on-duty Employee.

Business Day(s): Monday through Friday excluding holidays and government mandated changes and closures.

Collective Bargaining Unit (CBU): Protective Security Officers (PSOs), employed by the Company under contract number 70RFPW19DW8000001., excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

Company: Triple Canopy, Inc., A Constellis Company, may be referred to as Company.

Date of Hire: The first date of earnings from staffing a post on this contract for the Company, or for any predecessor Employer.

Disciplinary Action: Any suspension, termination, written reprimand, memorandum, and/or verbal counseling documented for the record. A Notice of Violation is not considered disciplinary action.

Employee: Any Triple Canopy, Inc., employee assigned to the contract, and whom is in the bargaining unit.

Full-Time Employee: An Employee who generally works 36 hours or more per week and is designated as a Full-Time Employee by the Company.

Government Directed Change: Any direction given to the Company by the DHS/FPS or other U.S. Government agency, which affects the staffing or scheduling of Employees on the Contract. These changes include post closures, post start-ups or modifications, modified post staffing requirements, government directed employee transfers or removals, final denial of Security Clearance, or any other changes.

Grievance: An action filed by the Union or an Employee concerning the application, interpretation, or violation of a portion of the Collective Bargaining Agreement.

Holdover: A situation where an officer is required to work additional hours beyond those hours originally scheduled or agreed to in advance of standing post.

Holidays: Those days specifically designated in Article 9.

Don Adams 060321

Initiation Fee: A prescribed amount of money to be paid one time by new Union members to the Union.

Licenses and Permits: Documents issued by Federal, State, or Municipal authorities allowing an Employee to perform security work in a certain jurisdiction.

Overtime: Wages paid at the rate of one and one-half (1 1/2) times the Employee's regular rate for all hours worked in excess of forty (40) hours per work week.

Part-Time Employee: An Employee who generally works less than 36 hours per week and is designated as a Part-Time Employee by the Company.

Probationary Employee: An employee as described in Section 3.4 of this agreement, generally having 90 days or less of service.

Progressive Discipline: Progressive discipline shall be administered in a consistent manner and enforced as specifically prescribed within each category as cited in the written Company disciplinary policy. Progressive discipline does not apply to violations for which termination is indicated for the first offense.

Qualifications: All certification and mandatory jurisdictional qualifications, to include required Security Clearance levels, designated under contract 70RFPW19DW8000001 between Triple Canopy and the DHS/FPS to provide Security Officer Services in the Denver Metro Area and Northern Colorado.

Security Clearance: Appropriate personnel security clearance level granted by the U.S. Government to an Employee to work on the Contract.

Steward: An elected or appointed Union official representing Union members.

Straight-Time Hours: Straight-time hours include regular hours worked, vacation actually taken, holidays, personal/sick leave taken, and training. Straight-time hours do not include hours not actually worked or paid at overtime and double-time rates or other hours of leave not specifically defined herein.


Time and Attendance Infraction: Call-offs, lateness or no-call/no-shows.

Training: All certification and mandatory jurisdictional training required under contract 70RFPW19DW8000001 between Triple Canopy, Inc., and the DHS/FPS to provide PSO Services in the Denver Metro Area and Northern Colorado.

Union: The Union and its local as described in ARTICLE 1 SECTION 1.1

Union Dues: A prescribed amount of money to be paid by Union members on a monthly basis.

Paul Perry 060321



Union Seniority: Length of time of service measured from the date of hire of an Employee and established by the Union under this Collective Bargaining Agreement.

Workday: Any day, Sunday through Saturday, including holidays, between the hours of 0001 and 2400.

Daniel Thomas 060321

COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between TRIPLE CANOPY, INC., A Constellis Company, (the "Employer" or the "Company") and the SECURITY OFFICERS ASSOCIATION OF AMERICA ("SOAA" or the "Union").

ARTICLE 1 – RECOGNITION

Section 1. For the purpose of this Agreement, the term "Employee" shall include all full-time and regular part-time security officers performing services for the Employer at FPS sites in and around the cities of Denver, Aurora, Littleton, Centennial, Englewood, Golden, Greenwood Village, Lakewood, Fort Collins, Louisville, Boulder, and Greeley, Colorado. Excluding, all other employees, contract managers, captains, lieutenants, sergeants, lead guards, applicants, candidates, pre-employment trainees, office clerical employees, professional employees, and supervisors as defined by the National Labor Relations Act.

Section 2. The term "full-time employee" shall refer to employees who are regularly scheduled to work and regularly work thirty-six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term "part-time employee" shall refer to employees who are regularly scheduled to work and regularly work less than thirty-six (36) hours per workweek, excluding any unpaid meal or break periods, sick leave and vacations. This Section will not be construed to mean a guarantee of hours per week. The Union understands that the designation of hours is driven by the needs of the Employer's client and when there are changes to regular work hours at the sites within the bargaining unit the parties will confer telephonically with respect to such changes in advance.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. Management of the operations and workforce covered by this Agreement are vested exclusively with the Employer, except as limited by specific provisions of this Agreement. To the extent not inconsistent with this Agreement, the Employer shall have sole and exclusive rights customarily reserved to management, including but not limited to, the right to:

- a) Hire, assign, schedule, lay-off, recall, promote, and demote;
- b) Discipline employees for just cause;
- c) Determine, establish, and implement new operational methods;
- d) Determine, establish, change, or continue policies, including discipline policies, practices, and procedures for the conduct of the business and provision of services provided such are not in conflict with any provision of this Agreement;
- e) Determine and select the type of uniform and equipment, to include changing any aspect of the uniform or equipment;
- f) Reassign or relocate employees; to set the levels of satisfactory work performance, including quality and quantity of work;
- g) Set and alter the frequency of workweeks;
- h) Determine and change starting times, quitting times, schedules shifts, and post assignments of employees;
- i) Temporarily assign employees to meet the needs of the Employer and Client;
- j) Establish and change shifts, as well as the number of employees needed for each shift;
- k) Take any other measures which are reasonable and necessary for the orderly and efficient operation of its business;

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- l) Make operational changes necessary to ensure compliance with Client directives
- m) Determine employee qualifications and competencies;
- n) Manage, assign, and direct the workforce;
- o) Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;
- p) Subcontract as required by Government contract or pursuant to contract bidding; provided that any subcontractor assigned a portion of bargaining unit work will be obligated to comply with the terms of this collective bargaining agreement for the full duration of any such subcontract.

Section 2. The above rights of management are not to be interpreted as all-inclusive, but merely indicate the types of rights, which are reserved for management. Any other rights, powers or authority the Employer had prior to signing this Agreement are retained by the Employer, except those specifically limited or modified by this Agreement.

Section 3. The Company shall not implement any changes to mandatory subjects of bargaining without first notifying the Union over the proposed decision and bargaining the decision and the effects. Such bargaining shall be done remotely/telephonically and will not be delayed by either party. This Section shall not apply to any Management Rights enumerated in Section 1 of this Article.

ARTICLE 3 – UNION SENIORITY

Section 1. Seniority shall be the length of continuous service (except breaks in Seniority, paragraph two) from the Employee's last date of hire as a member of the Collective Bargaining Unit for the Employer, past or present, and/or any predecessor Employer. In the case employees are hired on the same date, seniority shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

For those employees hired after June 1, 2021, employees hired on the same date, seniority shall be determined by the highest score in the first initial iteration of firearms qualification. Should employees still be tied, then the lowest of the last four digits of their social security numbers to the most senior employee.

Seniority shall be applicable as set forth below in determining the order of layoff, recall, and shift bid. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Any Employee permanently transferred out of the designated Collective Bargaining Unit for any reason shall lose their Seniority.

The exercise of Contractual requirements as stipulated by the DHS/FPS will take precedence over any Union seniority as set forth in the CBA.

If a significant reduction in force (hours) takes place in the term of this Agreement resulting in the elimination of posts, the parties agree to immediately meet and confer with respect to making reassignments of the effected personnel giving consideration to qualifications and seniority.

The Company may use supervisory and managerial personnel outside of the bargaining unit to man posts on a temporary emergency basis (i.e., last minute call offs or no call no show situations), until such time a PSO can arrive to stand the post. It is further agreed that seniority shall apply for changes in the assignment of shifts and locations within bargaining unit work site locations except on a temporary emergency basis. Notwithstanding this provision, it is not the intention of the Company to erode the bargaining unit by replacing employees covered by this Agreement with supervisory personnel who routinely and consistently man posts.

Section 2. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to the proper Union official monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the Contract Manager within twenty (20) Calendar days after the list is posted each month. Thereafter, seniority may only be protested for employees appearing on the list for the first time, and then, only within twenty (20) Calendar days after the list is posted.

Section 3. Employees shall notify the Company in writing of their proper mailing address, email address, home and, home or primary contact phone numbers.

The Employees will notify the Company of any change of name, home or email address, phone number, or other pertinent data within three (3) business days after the change. Employees are also required to update the change in the Company Personnel Management System. Currently this system is ADP and is subject to change.

Notifications will be made to the Employer's designee, to include the Administrative Assistant and Immediate Supervisor. The Company shall be entitled to rely on the data supplied by the Employee. The Company may request assistance from the Union in gathering the data or information and will share the information upon the request of the Union.

Section 4. Newly hired or promoted employees shall be regarded as probationary employees for the first ninety (90) days beginning on the first date the employee first stands a post as covered by this agreement., not to exceed 6 months. The probationary period shall start on the first day an employee works a productive post after completing training. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union, may extend any probationary period up to one additional period of thirty (30) calendar days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

Section 5. Any Collective Bargaining Unit Employee who is promoted to a non-bargaining unit position shall have their seniority date frozen at the time of promotion and shall lose their seniority after one (1) year.

Paul Thomas 1760321

Anyone promoted out of the bargaining unit shall have the right to return. If they return to the bargaining unit after losing their seniority, they will start over on that return date.

Except as otherwise provided in this agreement, seniority of an employee shall terminate for any of the following reasons:

- a) The employee resigns, retires or is terminated,
- b) The employee is discharged under the terms of this agreement,
- c) The employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by notice,
- d) A settlement has been made with the employee for total disability, or for any other reason if the settlement waives further employment rights with the Employer, or
- e) The employee is laid off for a continuous period of one (1) year or the length of his/her seniority at the time of layoff, whichever is less.

ARTICLE 4 - TRANSFERS, LAYOFF AND RECALL

Section 1. Whenever it is necessary to lay off employees, or if the Client Contract for providing security services to the client is terminated, not extended or not renewed, the Employer may lay off employees, as it deems necessary, in the following manner:

- a) Employees voluntarily agreeing to be laid off shall be laid off first;
- b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second;
- c) Should it be necessary to further reduce the work force, non-probationary part-time employees shall then be laid off in the inverse order of their seniority
- d) Should additional reduction in the workforce be necessary, then full-time employees shall be laid off in the inverse order of their seniority. Full-time employees shall be offered part-time employment based on their seniority should the Company have need for part-time officers; and
- e) Any employee being displaced as a result of his/her post closing or otherwise removal of the post from the Client Contract, shall fill the shift of the less senior employee being laid off.

Section 2. Laid-off employees are not eligible for any employer-paid compensation or fringe benefits during their periods of layoff.

Section 3. Employees who have been laid-off or who bump to a different position or classification as a result of being displaced in accordance with this Article, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is assigned.

Paul Smith 060321

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. Unless otherwise stated in this Agreement, the term "days" as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events, which have occurred more than seven (7) days before the grievance is filed with the Employer.

Section 3. All grievances, regardless of the initial step, shall be in writing and signed by the grieving employee and the Union and shall;

- a) state the facts of the grievance as then known to the Union in detail, to include the date of alleged violation;
- b) set forth the specific section(s) of this Agreement that are claimed violated;
- c) state the requested remedy;
- d) include a copy of all statements and supporting documentation, if any available to the grieving employee and the Union. The appropriate management employee as provided in Section 4 below shall countersign the grievance, thereby acknowledging receipt of the grievance and send a copy back to the Union,

Section 4. All grievances shall be presented and processed in accordance with the following procedure:

Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Contract Manager of the affected employee within seven (7) working days from the date the event-giving rise to the grievance occurs. Only after first submitting the grievance may the grievant, a Union representative (if requested by the grievant), and the Contract Manager (or his/her designee) may meet to discuss the grievance. The Contract Manager shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.

Step Two – If the grievance is not resolved at Step One, the Union may refer the grievance to the Regional Director of Operations of the affected employee in writing within seven (7) days after the Contract Managers decision. Only after submitting the written step two grievance notice may the Regional Director of (or his/her designee) may meet with the grievant (telephonically is acceptable) and a Union representative (if requested by the grievant) to discuss the grievance. The Contract Manager shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

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Step Three – If the grievance is not resolved at Step Two, the Union may refer the grievance to the Director, Labor Relations or designee in writing within seven (7) days after the Contract Manager’s decision. Only after submitting the written step three grievance notice may the Director, Labor Relations or designee, meet with the grievant and a Union representative (if requested by the grievant) to discuss the grievance. The Director, Labor Relations or designee, shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.

Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request therefore to the other party within ten (10) days after the decision of the Director, Labor Relations, or designee. Service of a request for arbitration upon the Employer must be made upon the Employer’s Director, Labor Relations, by e-mail.

Section 5. Requesting an arbitration panel from the Federal Mediation and Conciliation Service (“FMCS”) prior to providing the Employer with timely written notice of moving a grievance to step four in accordance with Section 4(d) and Section 6 is not proper notice of a step four grievance. If this occurs, (1) the Union shall be deemed to have accepted the step three decision as final, (2) the Employer shall have no obligation to respond to any request to select an arbitrator from the panel or otherwise, (3) no arbitrator shall have jurisdiction over the issues raised in the grievance, and (4) if the Union proceeds to arbitration regardless of the foregoing, the Union shall pay all attorneys’ fees and costs (including all of the arbitrator’s fees and costs) incurred by the Employer in such matter.

Section 6. Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.

Section 7. Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Client Contract, the Employer’s adherence to the Client Contract or the Employer’s adherence to a request, suggestion, requirement or recommendation of the client shall be processed to Step Four since those matters are not arbitrable and no arbitrator shall have jurisdiction over such matters.

Section 8. Within ten (10) days following a proper and timely written request for submission to arbitration, the Union shall immediately submit the matter to the FMCS for a panel of seven (7) arbitrators located within a 125-mile radius of the Local. If such panel is not provided by FMCS, the Union, will, at its cost, request an additional panel from FMCS, which satisfies the requirement. The arbitrator will then be selected from the panel. If the Union does not submit the matter to FMCS within forty five (45) days after the request for arbitration is received by the Employer, or if the Union has not initiated the selection of an arbitrator within forty five (45) days after the receipt of a panel from FMCS, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration. Subject to the availability of the arbitrator and the Employer, the arbitration hearing must be commenced within ninety (90) calendar days after the selection of the arbitrator. If not;

- a) the Union shall be deemed to have automatically withdrawn the request for arbitration,
- b) the Employer may so notify the arbitrator, and

Donald [Signature] 060321

- c) no arbitrator shall have jurisdiction over the issues raised in the request for arbitration with respect to the matter involved or the timeliness of the request for arbitration or the failure of the arbitration to timely commence under this subsection.

Section 9. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses or a written record of the proceedings shall be made upon the request of either or both parties.

Section 10. Neither party may assert a contractual claim or basis in support of its position, which was not presented during an earlier step of the Grievance Procedure or reasonably implied from the grievance.

Section 11. The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

Section 12. The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to;

- a) add to, subtract from, alter, or in any way modify the terms of this Agreement;
- b) establish or modify any wage rate;
- c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; or
- d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement;
- e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government determination, suggestion, recommendation or request of the Government, the contracting officer or other official of the Government;
- f) the Employer's compliance with a recommendation, suggestion, request or requirement of the Government, the contracting officer or other official of the Government; or
- g) substitute his or her judgment for that of the Employer in connection with any discipline taken by the Employer against any employee if the facts found by the arbitrator substantially affirm the facts relied upon by the Employer.

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Section 13. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the parties to this agreement. Any award of back compensation to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12-month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as emotional distress or pain and suffering damages.

ARTICLE 6 - DISCIPLINE

Section 1. Employees shall be subject to discipline or discharge for just cause.

ARTICLE 7 - JOB OPPORTUNITIES

Section 1. If the Employer determines that a vacancy exists, the Employer will announce the vacant Post for seven (7) calendar days.

The announcement will identify the days, shift, and the location of the facility.

Section 2. The Employer will fill the open Post vacancy within 35 days of the date the Employer of the most senior qualified employee requesting the work location.

Section 3. If no employees request the open work location the Employer may assign any qualified employee(s) to fill the vacancy provided that employee has not already been assigned to a bid upon work site. However, the employer may temporarily assign personnel who are qualified to work a vacant post, until the company at their sole discretion may select an employee to obtain the required qualifications.

Section 4. It is the responsibility of the employee to commute to work when taking new assignments and the new assignment will be the employee's regular commute and will not be paid time or mileage.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. Subject to Article 7 above, shifts and post/assignments shall be scheduled in the discretion of the Employer to fulfill the needs of the client. Nothing contained herein shall guarantee to any employee;

- a) any number of hours of work per day or week;
- b) any particular shift (except as provided in Article 7), or
- c) any particular post assignment. Notwithstanding the foregoing, if there is a reduction of 25% or more of the productive hours of security officers working under the Client Contract, then the layoff provisions of Article 4 shall apply. Notwithstanding anything contained in this Agreement to the contrary, the Employer may schedule employees with any special clearance, to include a top-secret and secret clearances to work at a duty station that requires a special clearance. The Employer will attempt to schedule those employees consistent with their shift bid, but there shall be no guaranty this will occur.

David Murray 060321

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3. Overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 4. Employees may be required to work beyond the hours scheduled on a particular day. In such case, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Each employee may be required to punch in on the time clock when reporting for duty and to punch out at the end of the employee's shift, or to otherwise maintain time records as required by the Employer. Where time clocks are not available, employees shall sign in and out on GSA Form 139 applicable to his/her post. Employees may not leave the premises during break periods or during Employer paid lunch breaks. After completing a GSA Form 139 at the end of an employee's shift, the employee shall leave the GSA Form 139 at the employee's post assignment.

Section 6. Employees are required to report for work at their scheduled starting times. An employee who has been called in to work for an unscheduled duty assignment, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours of pay at his/her regular straight-time hourly rate and may be required to work at any post at the discretion of the Employer.

Section 7. If two employees are scheduled to work the same post at the same time, and have not been advised either orally or in writing not to report, the employee that regularly works the post shall work the post and the other employee shall receive two (2) hours of pay at his/her regular straight-time hourly rate but no health and welfare or other fringe benefits. If neither employee regularly works the post, then the most senior employee will have the option to work the post. The employee that does not work the post shall receive two (2) hours of pay at his/her regular straight-time hourly rate but no health and welfare or other fringe benefits.

Section 8. If a reduction in coverage by the Client is required and security officers' hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction. In such event, a sign-up sheet will be posted, and hours will be scheduled based upon the seniority of the full-time employees signing.

Section 10. Hours actually worked shall include: Post coverage, travel, training, firearms qualifications, medical examinations/drug testing, or other hours spent in a productive work capacity for the employer.

Daniel Murray 060321

ARTICLE 9 - WAGES

Section 1. The below charts identify the base hourly wages to be paid.

For worked performed in the Counties of:

Adams, Arapahoe, Boulder, Denver, Jefferson, and Weld Counties

Position	Current Per Hour Wage	July 1, 2021	July 1, 2022	July 1, 2023
Armed Guard II (PSO)	\$28.16	\$28.72	\$29.44	\$30.32
Probationary Armed Guard II (PSO)	\$23.62	*\$24.00	*\$24.75	*\$25.50
**Top Secret	N/A	\$1.00	\$1.00	\$1.00

*The Probationary pay rate shall not be less than that specified.

** **Top-Secret** Pay noted is a premium pay added to an employee’s base hourly rate for all hours worked standing at a post which requires a Top-Secret Clearance.

For worked performed in the Counties of:

Larimer

Position	Current Per Hour Wage	July 1, 2021	July 1, 2022	July 1, 2023
Armed Guard II (PSO)	\$22.82	\$23.73	\$24.92	\$26.41
Probationary Armed Guard II (PSO)	\$20.50	*\$21.50	*\$22.00	*\$23.00
**Top-Secret	N/A	\$1.00	\$1.00	\$1.00

*The Probationary pay rate shall not be less than that specified.

** **Top Secret** Pay noted is a premium pay added to an employee’s base hourly rate for all hours worked standing at a post which requires a Top-Secret Clearance.

Should any additional locations be added, the pay rate listed for Adams, Arapahoe, Boulder, Denver, Jefferson, and Weld Counties shall govern.

Section 2. Shift Differential of \$0.35 per hour shall be paid to all employees for all hours worked between the hours of 2000 and 0600 hours.

ARTICLE 10 - HOLIDAYS

Section 1. Employees will receive the following 11 holidays on the date observed by the Government / Client for each of the listed holidays excluding the employee’s birthday:

New Year’s Day	Martin Luther King Jr’s Birthday	President’s Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran’s Day	Thanksgiving Day
Christmas Day	Employee Birthday	*Executive Order

* In addition to the above holidays, employees will receive holiday pay, as described in this article, should there be a Presidential Executive Order announcing a special holiday, as long as that proclamation specifically calls for the holiday to be paid to Federal contractors.

Section 2. If a new holiday is recognized by the Federal Government as an annual regularly scheduled holiday and is incorporated under the federal Service Contract Act as a paid holiday for federal contract employees for non-union service contract employees in the State of Colorado, such new holiday shall be paid as provided herein. This provision does not include one-time holidays or days on which the Government is closed and/or federal employees are not required to work., if not specifically enumerated above, including, without limitation, Easter, Good Friday, Christmas Eve or New Year's Eve, etc.

Section 3. Full-time employees who are not required to work on a holiday described in Section 1 above shall be paid eight (8) hours at their straight time wage rate, exclusive of any shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

- a) The employee works as scheduled or assigned both on their last scheduled workday prior to and their first scheduled workday after the day on which the holiday is observed, and
- b) The employee is not laid off or on a leave of absence.

Section 4. Any employee who works as scheduled on a holiday other than Christmas Day, described in Section 1 shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 6, below.

Section 5. Any employee who works as scheduled on Christmas Day, described in Section 1 shall receive two (2) times the employee's regular rate of pay for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 6, below.

Section 6. An employee who is scheduled to work on a holiday described in Section 1 and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under Article 6.

Section 7. Any regular part-time employee who works as scheduled on a holiday described in Section 1 shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday described in Section 1 and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the fulltime benefit, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8).

ARTICLE 11 - VACATIONS

Section 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:

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Completed Years of Service	Hour Awarded
Upon completion of 1 year of service	96 hours
Upon completion of 4 years of service	136 hours
Upon completion of 9 years of service	176 hours
Upon completion of 20 years of service	216 Hours

Section 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 1,872 hours.

Section 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, except that up to two employees with a top-secret clearance working a duty station which requires a top-secret clearance 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.

Section 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 of the employee's next 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 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 1,872 hours.

Section 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 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.

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ARTICLE 12 - HEALTH & WELFARE

Section 1. The Employer shall contribute all H&W monies to the Health and Welfare Benefit Program ("HWBP") on behalf of each employee covered by this agreement consistent with the H&W amounts and dates indicated below. H&W contributions shall be paid on all straight-time hours worked up to a maximum of forty (40) hours per week, not to exceed 2080 hours per year. The following rate shall be in effect:

Current Rate	July 1, 2021	July 1, 2022	July 1, 2023
\$4.60	\$4.65	\$4.75	\$4.85

Section 2. Employees will participate in the HWBP in accordance with the terms of the Plan as outlined in the Summary Plan Description.

The HWBP shall comply with all applicable laws and will offer various benefits as outlined below. Eligible employees should select benefits based on their individual and/or family needs. All participants are encouraged to actively monitor and revise their benefit selections as they individually deem appropriate and will be afforded the opportunity to do so. Participants may revise their selections during the annual Open Enrollment period, or should a qualifying life event occur.

The HWBP currently offers the following benefits:

- a) 401(k) Savings Plan with multiple investment options;
- b) Voluntary and/or supplemental medical, dental and vision plans; and
- c) Life and Disability Insurance.

Participation and eligibility to participate in the Plan(s) shall be governed by the terms of the Plan(s), which are incorporated in their entirety by reference into this Agreement.

Section 3. In the event that the premium rate(s) required by the elected coverages of an employee are greater than the H&W allowance provided for in Section 1 of this Article, the Employer agrees to deduct from an employee's wages the amounts necessary to meet the premium(s) requirement.

Section 4. The Employer reserves the sole right to modify or discontinue the plan(s) in its discretion, provided, however, that any change in price or level of coverage shall be announced at the time of annual enrollment and shall not be changed during a plan year unless coverage provided by an independent, third-party provider is significantly curtailed or decreased during the plan year. Employees shall participate in such plan(s) subject to all terms and conditions of the plan(s). In the event the Employer discontinues or terminates the HWBP Employees shall be paid their Health & Welfare Allowance on their regular paycheck.

Section 5. After twelve (12) weeks of FMLA leave, the employee shall pay the total cost of premium under COBRA for medical/dental insurance benefits to continue.

The Employer shall not be responsible for making H&W contributions for eligible employees on approved leave of absence, except as governed by federal or state law.

Section 6. All benefits offered through the HWBP, at the discretion of the Employer, may be administered through a Third-Party Administrator, which may be modified by the Employer. In the event an employee does not fully allocate the funds in their HWBP account, any remaining funds will be placed into the default 401(k) fund as deemed by the Plan Trustee(s).

ARTICLE 13 - FUNERAL LEAVE

Section 1. Upon the death of an immediate family member, up to four (4) days of paid Bereavement leave is provided for a non-probationary full-time employee, to make or assist in making funeral arrangements, to attend the funeral, or to take care of any personal/legal matters. "Immediate family members" include spouse, cohabitating partner, child, stepchild, sibling, parent, stepparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother or grandfather, grandparent-in-law. The four (4) days of Bereavement Leave must be used within 30 days of the death of the individual covered by this Article. If additional time is needed, any unused, accrued and vested leave may be taken with supervisor approval and is not subject to the previous 30-day timeline stated above

Section 2. The Contract Manager authorizes the use of Bereavement Leave and has discretion to deny Bereavement Leave under exceptional circumstances. The Company reserves the right to require proof of death.

Section 3. Bereavement pay is calculated based on the base pay rate at the time of absence and does not include any special forms of compensation such as fringe benefits or overtime. Bereavement pay is not included in the calculation of weekly hours worked in the calculation of overtime.

Section 4. If a holiday falls during Bereavement Leave, the day will be paid as a holiday.

ARTICLE 14 – PTO/ SICK

Section 1. All Employees shall earn PTO / Sick leave at the rate of 1 hour for each 30 hours worked, not to exceed 56 hours per anniversary year.

Executive Order 13706 (EO 1706), Establishing Paid Sick Leave for Federal Contractors, is hereby incorporated by reference.

Section 2. Paid leave under this article maybe in one (1) hour increments when used as sick leave under EO 13706. An employee's request to use leave as sick leave may be made orally or in writing and must be confirmed by a Supervisor. A request for leave under EO 13706 must be made at least seven (7) calendar days in advance when the need for the leave is foreseeable or otherwise as soon as practicable. A paid leave request not under EO 13706, may be made once per year, and must be made at least seven (7) calendar days in advance and is subject to approval by the Company. The Employer may agree to waive this requirement on a case- by-case basis. Should an employee request leave using hours under this Article as PTO, the parties agree that should later an employee require sick leave and not have available PTO/Sick leave hours, the employee is subject to discipline for an unexcused absence.

Any employee who is unable to report to work because of sickness shall notify the on-duty supervisor at least two (2) hours prior to the beginning of his/her regular shift.



Section 3. Earned, unused, PTO/SICK may be carried over into the employee's next anniversary year, but at no time will an employee carry a balance greater than fifty-six (56) hours, from one year to the next. Unused PTO/SICK Leave in excess of fifty-six (56) hours shall be paid out at the end of the employee's anniversary year. Unused and vested/awarded Leave shall not be paid out at retirement, resignation, or any involuntary termination of employment.

Section 4. A note from a doctor shall be required for sick leave of more than three consecutive days.

Section 5. Hours paid under this article will not be considered as time worked for the purpose of computing overtime.

ARTICLE 15 - TRAVEL

Section 1. An employee who has a regular work site (bid upon and awarded work site) and who is required to work more than 45 miles (one-way travel) from their regular work site, then the employee will be paid;

- a) The employee's regular base hourly wage for travel time (less the regular travel time between the employee's home and regular work site);
- b) Travel time shall not include Health and Welfare monies, nor count towards time in computing overtime;
- c) Mileage from the employee's home to the work site (less the regular mileage between the employee's home and regular work site) at the GSA rate per mile in effect on the date of travel;
- d) In the event an assignment requires overnight lodging, A per diem of thirty-five (\$35.00) per day will be paid to the Employee. The employee shall be responsible to complete all required documents, and or process, to receive payment;
- e) Any hotel rooms shall be booked, and charges billed directly to the Employer by the hotel. Employer shall pay for room, tax and any other costs necessarily arising out of the Employee's stay at the hotel (e.g., surcharges, parking fee, early check-in fee, Wi-Fi fee. (Early check in fee, and W-Fi, must be pre-approved by the Company. For Wi-Fi reimbursement, it must be required for work.)

Section 2. An employee who does not have a regular work site (bid upon and awarded work site) and is considered a Floater, and who is required to work more than 45 miles (one-way travel) from their the Company Office in Colorado, then the employee will be paid:

- a) The employee's regular base hourly wage for travel time (less the regular travel time between the employee's home and the Company Office);
- b) Travel time shall not include Health and Welfare monies, nor count towards time in computing overtime.
- c) Mileage from the employee's home to the work site (less the regular mileage between the employee's home and Company Office) at the GSA rate per mile in effect on the date of travel;
- d) In the event an assignment requires overnight lodging, A per diem of thirty-five (\$35.00) per day will be paid to the Employee. The employee shall be responsible to complete all required documents, and or process, to receive payment.
- e) Any hotel rooms shall be booked, and charges billed directly to the Employer by the hotel. Employer shall pay for room, tax and any other costs necessarily arising out of the Employee's stay at the hotel (e.g., surcharges, parking fee, early check-in fee, Wi-Fi fee. (Early check in fee, and W-Fi, must be pre-approved by the Company. For Wi-Fi reimbursement, it must be required for work.)

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Section 3. Overnight lodging shall be made available for required travel more than 75 miles (one way travel) from their regular work site (less the regular travel time between the employee's home and regular worksite or home to Company Office for Floaters), for back to back work/training days or single day work/training assignments that exceed 12 hours.

The employee will be paid at the employees CBA defined rate, which is the employee's normal post/site assignment wage rate, or the prevailing site rate, whichever is the higher rate for the assignment for all productive work hours to include training.

To the extent the Company cannot find volunteers, all travel assignments will be via reverse seniority, with the Company contacting the least senior employee who meets all qualifications and Government / Client requirements first, then moving up to the most senior employee.

For purposes of this Article, employees without a regular post shall calculate distances from their home address to the travel post.

ARTICLE 16 - JURY DUTY

Section 1. A full-time employee who has completed their probationary period and who is required to report for jury duty shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service. Not to exceed five (5) days per anniversary year at eight (8) hours per day.

Section 2. Employees will be compensated for participation in any proceeding in which they are requested to participate by the Company and/or in which they are subpoenaed or compelled to attend arising out of their work for the Company.

Section 3. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to their straight-time rate of pay, excluding fringe, less the amount received from the Court or Government Agency.

Section 4. If an employee is called as a witness to a crime on the facility, then the employee shall be compensated for all time spent in testifying or cooperating with prosecuting officers as directed by the Company or prosecuting office(r); provided however, that any witness fees tendered to the employee shall be tendered to the Company.

ARTICLE 17 - LEAVE OF ABSENCE

Section 1. To the extent, a specific leave under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer and the affected employee retaining all rights allowed under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 2. A non-probationary employee who is also an elected Union officer or steward may request up to ten (10) days of unpaid leave per Government contract year in order to attend Union functions outside of the Federal facilities protected by the Employer, provided that notwithstanding anything contained herein to the contrary;

Don Henry 060321

- a) the employee shall provide fourteen (14) days advance written notice to the Employer,
- b) this leave may be used to investigate grievances, complaints or other employee issues, however the investigation of grievances by Union representatives and Union stewards will not include contacting (electronically, telephonically or otherwise) other employees while on duty, and no more than three (3) employees may receive this leave at the same time so long as the provisions of Article 11, Section 3 are still met.

Section 3. A leave of absence shall be processed in the following manner:

- a) Any request for a leave of absence shall be submitted in writing at least ten (10) days prior to the date such leave shall take effect (except in case of emergency when such notice shall be provided as soon as possible), and shall include:
 - i. the reasons for such leave;
 - ii. the effective date of such leave; and
 - iii. the estimated date of return to work.
- b) The written request for a leave of absence shall be submitted to the Administrative Assistant for final disposition by an Executive employee of the Employer.
- c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

Section 5. All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law;

- a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement;
- b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;

Such leaves shall be without payroll compensation or Employer paid benefits unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees; and Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA and the Employer may require the employee to use accrued vacation days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the FMLA. Action taken by the Employer to comply with the FMLA shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

ARTICLE 18 - RETURN OF UNIFORMS/WEAPONS/TRAINING

Section 1. Upon the termination of employment, each employee will be responsible to return all Company-issued uniforms and equipment in good condition, reasonable wear excepted, within two (2) days after the employee's last day of work. The actual cost to the Employer of any article(s) of a uniform and/or equipment not returned to the Company within two (2) days after the employee's last day of work will be deducted from the employee's final paycheck. Each employee will agree in writing authorizing the deduction from his/her last payroll check as provided above.

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Section 2. If an employee is issued a weapon, the employee shall comply with all laws, rules, procedures, and regulations issued by client, the Employer and the State of Colorado regarding the use and storage of the weapon, including the Employer's standard operating procedure for firearms qualification, a copy of which has been provided to the Union. The following shall apply if more restrictive than the above laws, rules, procedures and regulations:

- a) except for practice solely in connection with weapons certification required under the Client Contract, no personal use of the weapon shall be allowed;
- b) the weapon shall be immediately returned to the Employer upon request of the Employer, and any employee issued a weapon may be required to undergo a psychological examination at the request of the Employer. Any violation of this section shall subject the employee to immediate discharge.

Section 3. Notwithstanding the foregoing, if, at an employee's cost, an employee obtains a valid state issued conceal/carry permit, if required by applicable law, and first provides a copy of such permit to the Employer, then while in transit to and from work in their own vehicle, such employee may wear and carry the weapon on his/her duty belt so long as such employee travels directly to and from work, the shortest route possible. Such employee shall be responsible to comply with all applicable laws, rules, and regulations regarding the proper handling and transportation of firearms. Any violation of this section shall subject the employee to immediate discharge.

Section 4. Employees will be afforded three (3) opportunities (two shoots each for six shoots) to qualify during their semi-annual weapons qualifications.

Section 5. The Employer shall conduct all post training for newly hired security officers.

ARTICLE 19 - UNION SECURITY / DUES CHECKOFF

Dues Checkoff

Section 1. The Employer agrees to send to the Union each month, the names, addresses, phone numbers, email addresses (if known) and dates of hire of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or who have been transferred to non-bargaining unit positions. After the end of pre-hire training, at no cost to the Employer, the Union may notify the trainees of a voluntary Union orientation meeting; provided that, the Union shall notify the trainees that they will not be paid by the Employer for attending the Union meeting.

Section 2. The Company agrees to deduct dues as designated by the Union to the extent that the amounts of deduction will be in alignment with the below:

- a) There shall be only up to three categories of deduction.
- b) Any deduction shall be either by a set amount per pay period, or a factor of the employee's hourly wage rate, per pay period.
- c) The Company shall not be required to make any computation as to the amounts of deduction.



These deductions will be made only upon written authorization from the Employee on a form provided by the Union and delivered to the Employer. Deductions will start on the first payroll of the month following the month deduction authorizations are received. The Employee, in compliance with the terms of the written dues' authorization form, may serve written notice upon the Company and the Union revoking such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Union will keep track of and report to the Company on which employees fall within which category of dues deduction.

Union Security

Section 1. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union and to the extent allowed by law.

Section 2. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement either:

- a) Become a member of the Union and remain a member, or
- b) As a bargaining unit member, it is required that all members of the bargaining unit shall be required to pay to the Union an agency fee as and to the extent permitted by law. The amount of this agency fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The agency fee will not include any assessments, special or otherwise. Such payments shall commence on the thirtieth (30th) day after the date of hire.

Section 3. No provision of this Article shall apply to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

Section 4. If any provision of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in full force and effect to the extent reasonably practicable and the affected provision shall be modified to comply with the requirements of the applicable state law, or shall be re-negotiated for the purpose of adequate replacement.

Section 5. The Union agrees to defend indemnify and hold the Company harmless from any action or actions arising out of or related these dues deductions and any of the other provision of this Article. Errors made by the Company in the deductions or remittance of monies shall not be considered by the union as a violation of this Article, providing such errors are unintentional and are corrected when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

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ARTICLE 20 - STRIKES AND LOCKOUTS

Section 1. So long as this Agreement is in effect;

- a) the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same against the Employer, and
- b) the Employer will not engage in any "lock out" of members of the bargaining unit from any facilities within the bargaining unit. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

ARTICLE 21 - DRUG TESTING

Section 1. The Employer may, from time to time;

- a) randomly test any bargaining unit employee;
- b) test any bargaining unit employee based upon the client's or the Employer's reasonable suspicion;
- c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs (which includes marijuana), or
- d) subject to applicable law, when the employee sustains any type of injury or is involved in any type of accident while the employee is on duty. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero-tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may immediately terminate the employee.

ARTICLE 22 - GOVERNMENT SUPREMACY

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The client may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the client deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the

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grievance and arbitration procedures under Articles 5 and 6 of this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 3. The Employer will provide the Union with a copy of directives issued by the client under this Article, if any.

ARTICLE 23 - BREAKS

Section 1. Employees who work a minimum of four (4) consecutive hours will receive one (1) fifteen (15) minute paid break.

Section 2. Employees who work eight (8) or more consecutive hours will receive one (1) fifteen (15) minute paid break in the first half of their shift, one (1) fifteen (15) minute paid break in the second half of their shift and one (1) thirty (30) minute unpaid lunch break, if relieved from his or her post for a lunch break. For employee working at least twelve (12) hour shifts, they shall receive a third paid fifteen (15) minute break. Employees who are not relieved for a lunch break will be paid for the lunch period.

Section 3. The company will make every effort to provide restroom breaks to employees as needed pursuant to Post Orders.

ARTICLE 24 - BULLETIN BOARD

Section 1. If approved by the client, the Employer shall provide the Union with reasonable space on a bulletin board or in a bulletin book. The Union will provide a bulletin board and/or bulletin book at each location for Union notices for Union events and meetings for employees to read during breaks and non-working time, but not during working time. The Union will furnish and place 3 ring binders at all sites. The Company will be sent a copy of all postings prior to them being posted in the book/board, and initialed by a Local Union Official, or International Union Official. Only Union Officials and Stewards will be authorized to add or remove postings in the Book. Unapproved postings (postings without Union Official's initials) will be removed immediately by the Employer or a Union official. Derogatory or offensive postings, comments, or messages may be removed by the Employer.

ARTICLE 25 - LABOR/MANAGEMENT MEETINGS

Section 1. If requested by the Union, no more frequently than once per calendar quarter, the Contract Manager and up to two elected Local Union officials will meet to discuss issues and concerns pertaining to the Client Contract; provided that;

- a) the Union officials will not be paid by the Employer for the meeting;
- b) at least 7 days prior to the meeting the Union must provide the Contract Manager with an agenda for the meeting, and
- c) the meeting may be adjourned by the Contact Manager or the Union after 30 minutes.

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ARTICLE 26 - GENERAL PROVISIONS

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer, however, shall not be processed beyond Step Three of the Grievance Procedure. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

Section 2. Neither Union stewards, Union officials nor Union members shall, during working time shall , solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement; provided this section shall not apply to employees during non-work time in a non-work area.

Section 3. The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. The Employer shall pay the employee three (3) hours of base hourly pay to take such examination. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty (\$50.00) dollars per examination. Physical/medical/psychological exams may be required under the Client Contract or if the Employer has, concerns regarding an employee's fitness for duty or otherwise meeting the requirements to work under the Client Contract. The Employer may designate the physician, psychologist, or clinic, at its discretion

Section 4. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Client Contract and the Employer's policies as in effect from time to time.

Section 5. Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and telephone number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as possible.

Personal cellular telephones may be used by employees who are on break or lunch but only if the employee is in a break room, lunchroom, or his/her personal vehicle. Any violation of the foregoing sentence may subject the employee to discipline.

Section 6. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

David Hernandez 060321

Section 7. 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 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. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 8. 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. Moreover, this Agreement fully supersedes all prior commitments, understandings, or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 9. This Agreement can only be modified by the express, written, and signed agreement of the parties.

ARTICLE 27 - TERMINATION

Section 1. This Agreement shall be effective as of June 1, 2021 and shall remain in full force and effect until 11:59 p.m., on May 31, 2024.

Section 2. Either party may provide the other party with written notice to commence negotiation of a new collective bargaining agreement provided such notice is given no more than six (6) months prior to, and no less than sixty (60) days prior to May 31, 2024. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one-year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 3. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

Don Howard 060321

SIGNATURE PAGE

IN WITNESS THEREOF, the Employer and Union have caused this Agreement to be signed on the 3RD day of ~~May~~ ^{June} 2021 by their duly authorized representatives.

June
dh *RE*

FOR THE EMPLOYER

Richard Eaton

Richard Eaton
Director, Labor Relations

June 03, 2021

Date

FOR THE UNION

David Hemingway

David Hemingway
President, SOAA

060321

Date

David Hemingway 060321