

AGREEMENT

BETWEEN

National League of Justice and Security
Professionals
AND

**XCEL Protective Services for the Cavalier Air Force Station (10th
Space Warning Squadron) at or near Cavalier North Dakota 58220**

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PREAMBLE

This Agreement has an effective date of April 1, 2020 and is entered into by the National League of Justice and Security Professionals ("Union") and Xcel Protective Services, Inc. ("Employer" or "Company").

The intent and purpose of this Agreement is to set forth the wages, hours, and other terms and conditions of employment of the employees covered by this Agreement, to provide for the adjustment of grievances, and to assure the continuous, harmonious, economical and efficient relationship between the Employer and the Union.

ARTICLE 1 **RECOGNITION**

Section 1.1 Employer recognizes the Union as the sole and exclusive collective bargaining agreement of the employees covered by the terms of this Agreement for the purposes of collective bargaining with respect to rates of pay, benefits and hours of employment.

Section 1.2 The term "employee" as used herein shall refer to employees of the Employer who are classified as "full-time" and regularly schedule work for 32 or more hours per week and who are classified by the Employer as "part-time" and regularly work less than 32 hours per week.

Section 1.3 Excluded are employees defined as managerial, supervisor, office and/or clerical employees of the Employer.

ARTICLE 2 **AGENCY SHOP CLAUSE AND CHECK-OFF**

Section 2.1 All employees shall make periodic tender of money to the Union. The first such tender is to be made in the first full payroll period following receipt by Employer of the signed dues authorization form, provided that it is understood that no employee shall be required to sign such form.

Section 2.2 When a new employee is hired in a job classification covered by this Agreement, the Employer agrees to furnish to the Union the following information within fifteen calendar days of the employee's hire date: name, address, date of hire, social security number, classification, job location and shift assignment. The Employer shall also inform all newly hired employees of the "Agency Shop Clause" during employee orientation.

Section 2.3 It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment. This provision shall not apply if such requirement for continued employment is prohibited by law.

Section 2.4 It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union shall indemnify the Employer and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer under this Article, including, any claim, loss, damage, cost or expense arising out of the discharge of any employee or payroll deductions made pursuant to this Article. The Union agrees that the Employer shall not be required to make any investigation of, but shall be entitled to rely on, any representation made by the Union with respect to the discharge of any employee for failure to comply with the requirements set forth in this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In the event it is determined by any proper judicial or quasi-judicial forum that any employee was improperly discharged or a deduction(s) improperly made by the Employer acting on the Union's advice, the Union will indemnify and hold the Employer harmless from any and all claims.

Section 2.5 The Union shall furnish the Employer a letter stating the Union dues formula to be used to compute monthly deductions. Such a letter shall be in effect for the duration of the Agreement unless modified by the Union. The Employer agrees to deduct Union dues from the pay of those employees who are employed during said month and who have executed and furnished the Employer, via the Union, a form authorizing payroll deduction of Union dues. If mutually agreeable between the Union and the employee, the employee may make other arrangements to pay dues.

Section 2.6 The Union shall submit payroll deduction authorization forms to the Employer by the 15th day of each month. Each authorization form shall contain the name and signature of the employee executing the form. The Union accepts responsibility for the authenticity of each authorization form. Authorization forms which are incomplete or in error will be returned to the Union immediately for correction. The Employer shall begin payroll deductions for Union dues effective the pay period following receipt of properly completed and executed authorization forms.

Section 2.7 The Employer agrees to deduct one-half of the monthly dues from the first and second pay periods of each month, provided that deductions have been properly authorized, as outlined above, and, provided further that sufficient earnings remain to cover the Union dues after the deductions required by law. In those instances where there are three pay periods in the month, no dues will be deducted from the third pay period. Such deductions shall continue in like manner thereafter, except as qualified herein.

Section 2.8 In cases where deductions for dues are made from the pay of any employee who has previously paid such dues, the Union will make refund directly to such employee.

Section 2.9 The Union shall provide to the Employer, in writing, the name and address of the official authorized to receive payment of Union dues deductions on behalf

of the Union. The Employer shall remit dues deductions on a monthly basis to the designated official no later than five (5) working days following the second pay period of each month. The monthly remittance shall include two (2) copies of a list of those employees for whom dues deductions were made. The list will include employee name, base hourly rate and amount of deduction.

Section 2.10 Payroll deduction authorizations shall be suspended when the employee (1) is transferred to a job that is not represented by the Union; or (2) is removed from the Employer's payroll.

Section 2.11 Except as provided in Paragraph (j) above, a payroll deduction authorization shall remain in effect while an individual is employed by the Employer unless canceled by such employee. Such cancellation must be individually sent to the Employer's Payroll Department and to the local Union office.

Section 2.12 In the event an employee who cancels a payroll deduction authorization, in accordance with Paragraph (k) above, wishes to resume deductions for amounts equal to Union dues, such employee shall be obligated to complete a new payroll deduction authorization.

ARTICLE 3 **NON-DISCRIMINATION**

Section 3.1 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of their race, creed, color, ancestry, age, sex (including pregnancy, childbirth, or related medical conditions), religion, national origin, disability (mental or physical), medical condition, genetic information, family or medical leave status, veteran status, marital status, sexual orientation, gender identity, or any other basis protected by federal, state, or local law or ordinance.

Section 3.2 Should any issue or dispute arise concerning any of the obligations set forth in Article 3, they may be addressed through the grievance procedure and/or through available remedies under applicable federal or state law. However, the Union and the Employer agree that grievances brought under Article 3 shall not be arbitrable if the same issue has been submitted to the Federal or State government agency and / or Federal or State court within the appropriate jurisdiction.

ARTICLE 4 **PROBATIONARY PERIOD**

Section 4.1 Newly-hired employees will be probationary employees for the first ninety (90) calendar days of work.

Section 4.2 The Employer may choose to extend an employee's probationary period. The Employer will notify the Union and such an extension shall be for a specific

period of time not to exceed ninety (90) days, but only as an extension of initial probation and prior to the expiration of the Initial probation.

Section 4.3 A newly-hired probationary employee may be disciplined or discharged in the sole discretion of the Employer, and the discipline or discharge of such probationary employee is without recourse under this Agreement.

Section 4.4 No new-hire employee will acquire any seniority status until completion of his probationary period. Upon completion of his probationary period, an employee's seniority will then date back to his date of hire.

Section 4.5 If the employer has not had adequate time (i.e. timely issue of CAC card) to fully evaluate the qualification of the newly-promoted or newly-hired employees the applicable probationary period may be extended by mutual written agreement between the Employer and the Union for an additional time frame of which the employee be notified.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1 It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities it had prior to entering into this agreement, including, and without limiting the generality of the foregoing, the rights to:

- a. Manage its operations generally, including, but not limited to, the executive management and administrative control of the Employer, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
- b. Hire all employees and determine their qualifications and the conditions of their continued employment;
- c. Promote, transfer, schedule, and assign all employees;
- d. Determine the size of the work force, and to expand or reduce the work force;
- d. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
- e. Suspend, demote, discharge or take other disciplinary action for just cause;
- f. Layoff employees from duty due to lack of work or for budgetary reasons;
- g. Establish, modify or change any work, business schedules, hours or days;

- h. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or-accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force;
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;
- j. Take any reasonable action necessary in order to maintain the safety of the Employer or employees;
- k. Decide the location, number, and layout of the work areas, except as otherwise set forth in this Agreement;
- l. Decide the processes of production and the preparation and manner of service, taking into account cost-containment;
- m. Determine the schedules of work and the assignment of overtime;
- n. Maintain order in all places of work;
- o. Determine and update job contents and descriptions, except as otherwise set forth in this Agreement;
- p. Introduce new or improved methods in which services are provided, equipment, or facilities;
- q. Determine whether services should be expanded, curtailed or discontinued, and determine the location of service units within the Employer or contracting with third parties to render such services;
- r. To select or change any third party administrators, record keepers or vendors that administer any employee benefit plans.
- s. To cross-train employees and use employees in a cross-functional capacity, except as otherwise set forth in this Agreement.
- t. To determine whether and to what extent the work required by the Employer shall be performed by employees covered by this Agreement or by supervisors;
- u. To establish and enforce reasonable work and performance standards;
- v. To subcontract any part of its operation, including unit work, including whenever required by the Government;

- w. To bid or bid, or to rebid or not rebid, contracts with the government;
- x. To assign duties to employees in accordance with the needs requirements of the Government and the Employer, as determined by the Employer;
- y. To take whatever steps necessary to ensure the health and safety of employees, particularly during an emergency situation.

Section 5.2 The Employer shall retain the sole right to suspend, discipline and discharge employees due to just cause in accordance with the express and specific terms of this Agreement. The Employer retains the right to schedule overtime shifts consistent with its business plan to limit overtime.

Section 5.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of North Dakota and the United States. The non-exercise by the Employer of any such function, power, authority or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such function, power, authority or right, or to preclude the Employer from exercising same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Section 5.4 Article 5 shall survive the expiration of the collective bargaining agreement.

ARTICLE 6 **ACCESS**

Section 6.1 The Client and the Employer will have the right to enforce access rules and regulations as promulgated by each facility.

Section 6.2 The representative of the Union or their designees shall be permitted access to the Employer's office at the sites at a mutually agreeable time, upon prior written notification to the Employer, 24 hours in advance, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement. Visitation shall not be in areas or at times that would be detrimental to management and/or function of the operation.

Section 6.3 There shall be no Union business conducted during an employee's work time.

Section 6.4 The Union is responsible for providing written notification to the Employer's Site Management, and the Employer's Corporate Representative, as to the

individuals officially designated to act as representatives of the Union within ten calendar days of their appointment.

Section 6.5 A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the express approval of Site Management.

Section 6.6 Upon request, the Employer shall provide the Union with an alphabetized list of all employees (Seniority and Contact Information). This list will be provided electronically. The Employer will not be required to provide more than one list per quarter.

Section 6.7 The Company agrees to recognize a Union Steward Program. The Company agrees to allow the Union Steward to be present when an employee, who is the subject of an investigation that could result in discipline, requests a steward to be present during a disciplinary or investigatory interview.

ARTICLE 7 **STEWARDS**

Section 7.1 Employees shall be represented by Shop Stewards or Union officials who are selected by the employees and the Union. The Union shall furnish a list of Shop Stewards to the Employer. Shop Stewards shall be Company employees.

Section 7.2 Reasonable arrangements may be made, with immediate supervisors, to allow Shop Stewards time off, without pay, for the purpose of investigating and adjusting grievances. However, the parties agree that Shop Stewards will be paid for all time spent in meetings called by the Employer.

Section 7.3 If Shop Steward representation is required at Union negotiation meetings, i.e. Addendums/MOAs/Follow-on CBA negotiations, such representation will be compensated by the Union. The employee may take Vacation, Paid Time Off or leave without pay for these duties. Time off for these duties shall be coordinated by the Employer and the Union.

Section 7.4 The Steward or Union representative shall notify supervision whenever they enter or remain at the facility for the purpose of handling an individual grievance or complaint at any time other than during their regular shift.

Section 7.5 The Union agrees that neither the Union nor any of its members will intimidate or coerce officers to join a labor organization or to refrain from such activity.

ARTICLE 8

SAFETY PRACTICES

Section 8.1 The Employer is committed to maintaining a safe and healthy working environment that conforms with applicable federal and regulatory standards.

Section 8.2 The Union recognizes that employees, in carrying out their duties, must comply with applicable federal and regulatory standards.

Section 8.3 Employees agree to cooperate and participate in the Employer's basic safety programs including such training during normal working hours as may be deemed necessary by the Employer and/or the Government.

Section 8.4 Employees will notify the Employer in writing of any such job hazard as soon as they become aware of such unsafe areas, conditions or equipment. The Employer, upon notification of any alleged unsafe condition, shall investigate such condition, and make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Employer's investigation, the alleged condition is found to be a potential hazard. The Company will report back in writing to the employee the adjustment or action to be taken to eliminate the alleged hazard to the employee.

Section 8.5 Grievances brought under this Article are subject to arbitration. The arbitrator, however, shall have no authority to hold the Employer responsible, financially or otherwise, for matters outside of its control.

ARTICLE 9

SENIORITY

Section 9.1 Seniority is defined as the length of continuous service from the employee's last date of hire as a Protective Service Officer (PSO) on the Cavalier AFB contract regardless of the company. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, job assignments, bidding opportunities and extra work. 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.

Section 9.2 A break in seniority shall occur in the following events:

- a. The employee resigns or has successfully completed the applicable probationary period in a non-bargaining unit position.
- b. The employee is discharged.

- c. The employee is laid off for more than one year.
- d. The employee fails to return to work upon the expiration of an authorized leave of absence, except where the employee presented medical documentation s/he was incapacitated and unable to contact the Employer.
- e. The employee is absent for three (3) consecutive work days without notification to the Employer, except in cases where the employee presents medical documentation that s/he was incapacitated and unable to contact the Employer.
- f. The employee gives a false reason for obtaining a leave of absence.
- g. A settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer.
- h. The employee's credentials are terminated by the Government, or the employee is otherwise asked to be removed from working under the Employer's contract with the Government.
- i. The employee upon recall from layoff fails to respond within seven (7) days after mailing of notice of recall by certified mail, return receipt to the employee's last known address.

Section 9.3 One seniority list shall be maintained for the Protective Service Force. This list shall be maintained by the Employer and made available to the Union upon request.

Section 9.4 Employees shall notify the Employer in writing of their email, post office address and telephone number or any change of name. The Employer shall be entitled to rely upon the last known address shown in the employee's official records.

ARTICLE 10 **LAYOFF AND RECALL**

Section 10.1 Whenever it is necessary to layoff employees or in the event the Employer's contract(s) for providing security services for the Government is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner: Employees shall be laid off according to their bargaining unit seniority date. If a layoff is necessary, the least senior employees in the affected classification will be notified and will be permitted to bump a less senior employee occupying a different job classification provided that: (1) the classification is of less or equal pay than the employee's present classification, and (2) the employee is qualified to perform the duties of the job classification.

Section 10.2 Specialized training / technical experience or a high level security clearance may override seniority guidelines when specific technical expertise is required

to accomplish the mission, such as the performance of duties related to facilitating the acquisition of systems accesses or security clearances.

Section 10.3 Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Employees who are terminated or displaced as a result of layoff shall remain on the recall list, by seniority, for one (1) year.

Section 10.4 Employees, who are laid off in accordance with this section and are recalled, will be given prompt notice of the recall by certified mail at the address on file with the Employer, and a phone call to the last telephone number on file with the Employer. A copy of the same letter will also be sent to the Union by regular mail. The employee must respond in writing to the written notice within seven (7) days of the mailing of the certified letter, and if he or she does not, they will be removed from the recall list.

Section 10.5 Part-time employees on layoff shall have recall rights to a full-time position only if he or she is willing to work the required full-time schedule of hours.

ARTICLE 11 **DISCIPLINE AND DISCHARGE**

Section 11.1 After completion of the new-hire probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the contract by the Government or at the request of Government. Should a non-probationary employee wish to contest discipline made by the employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the employer within seven (7) work days of the discipline in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 2.

Section 11.2 (a) Conduct deemed inappropriate by the Employer, and just cause for disciplinary action, shall include:

Violation of XCEL Protective Services, Inc.'s Standards of Conduct
Violations of XCEL Protective Services, Inc.'s Appearance Standards
Violation of special orders, any other orders or instructions
Criminal or serious misconduct
Inappropriate behavior that brings discredit to XCEL Protective Services, Inc. or its clients

(b) The above List is not intended to be all-inclusive.

Section 11.4 The Employer shall provide notice to the Union of the discipline or discharge of any employee by either mailing a letter to the Union or by sending an email to the Union, providing the reason for the disciplinary action. The Employer will also notify a Shop Steward of the disciplinary action.

Section 11.5 The employee shall have recourse to the contractual grievance procedure if subject to the disciplinary process.

Section 11.6 If the contracting agency or other government agency directs that a specific employee be removed from the contract, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures of Article 12 of this agreement. In the event that the contracting agency or other government agency expressly directs the removal of a contract employee, the Employer agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) working days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on the Employer to relocate or reassign the employee to an-other contract.

ARTICLE 12 **GRIEVANCE AND ARBITRATION**

Section 12.1 For purposes of this Agreement, a “grievance” is defined as a dispute or disagreement between the Employer and an employee arising under and during the term this Agreement by an employee or the Union against the Company alleging a violation, misinterpretation or misapplication of one or more express provisions of this Agreement. A controversy as to any matter not specifically covered by an express provision of this Agreement, or which arose prior to the signing of this Agreement, shall not be subject to the grievance or arbitration procedures. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this Agreement.

Probationary employees may be disciplined or discharged by the Employer without recourse to the grievance and arbitration procedure.

Section 12.2 Step One: The parties acknowledge that it is desirable for an employee and immediate non-bargaining unit supervisor to attempt to resolve workplace complaints, disputes, and/or disagreements by open and informal communications, if possible. If a problem is settled in this manner, such problems will not be considered grievances and their resolution will not establish precedent for the resolution of similar problems or disputes between those individuals or elsewhere involving the Employer. If, however, informal discussions do not resolve the issue, a grievance must be processed as follows:

The party filing the grievance, as outlined in Section 12.1 above, must submit the grievance in writing on a standard form to the employee’s supervisor specifically stating that the matter is a grievance under this Agreement. The grievance must be dated and signed by the employee and Union representative. The written grievance shall contain the following:

- a) A statement of the occurrence-giving rise to the grievance, containing all known pertinent facts;
- b) The Article and paragraph of this agreement alleged to have been breached or violated, and the manner in which it was breached or violated;
- c) The date, time and place of the alleged violation;
- d) The names of the persons present, if known, having direct personal knowledge of the facts involved;
- e) A statement of what the aggrieved considers a reasonable and appropriate adjustment of the grievance.
- f) The grievance shall be signed by the grieving employee unless the grievance is for more than one employee or is brought directly by the Union in which case it will be signed by a Union officer and the first step will be a Step two grievance.

Grievances missing any of the above elements shall not be considered. All grievances must be submitted no later than ten (10) days after the employee became aware, or should have reasonably been aware of the event giving rise to the grievance. The supervisor, if requested, shall meet with the aggrieved employee and/or Union representative, if requested, within five (5) days after receipt of the grievance, and shall give his/her answer to the employee in writing within ten (10) days after such grievance is presented. Human Resources will also forward a copy of the response to an appropriate e-mail address provided by the Union. Grievances filed in response to a termination of employment may start at Step two as written in this procedure.

Step Two: If the grievance is not settled at Step 1, the Union and/or the employee may submit the grievance in writing at Step 2 to the Project Manager within fifteen (15) days after receipt of the Company's answer in Step 1, or within fifteen (15) days after that answer was due. The Employer will investigate and, in the course of such investigation, shall meet with the employee and/or Union representative and/or delegate, if requested. If no settlement of the grievance is reached at this meeting, the applicable company will provide a written answer to the grievance within ten (10) days after this meeting, or within fifteen (15) days of the receipt of the Step 2 grievance, whichever occurs first. Employees are prohibited from advancing grievances past Step 2 without consultation and representation from the Union.

Step Three: A Grievance not resolved at Step 2 shall within ten (10) days after the completion of Step (2) be served upon the Employer's Vice-President of Operations. The written grievance shall be signed by the grieving employee and a Union representative and shall set forth the nature of the grievance and specified clauses, including an appropriate justification for redress, and the adjustment sought if known. The Vice-President of Operations shall give a written decision to the grievant and the Union within ten (10) working days after the receipt of the grievance.

Step Four: If the grievance is not satisfactorily resolved in Step Three, the Union may within ten (10) normal working days after receipt of the Step Three answer request that the grievance be resolved by an impartial arbitrator. Such a request must be in writing and must be submitted to the Director of Human Resources. If the Union fails to request arbitration within ten (10) normal working days after receipt of the Company's Step Three answer, the matter shall be considered settled based on the Company's Step Three answer.

In the event arbitration of the grievance is requested, either party may within five (5) normal working days request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Government Contract; (b) interpret or apply law, including but not limited to the requirements of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (c) consider any matter or substitute his/her judgment for that of the Government regarding a request of the Government.

Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received, but with the exception of income earned by the employee from a position that he or she held at the time of the discipline), as well as being fully adjusted by any failure on the employee's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awarded by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer.

Section 12.3 If a grievance affects more than one employee, only one employee shall represent the other grieving employees at all steps of the grievance procedure except arbitration.

Section 12.4 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 may, however, be extended by written mutual agreement, which may include e-mail. 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 any future appeal concerning the grievance. 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.

Section 12.5 Should the Union want employees to be witnesses at any arbitration hearing, the union will be responsible for any lost pay incurred by the employee. Further, the union will notify the Company within ten (10) normal working days prior to the hearing of the names of the employees who will be witnesses. The Company may stagger the release of the employees so as to not interfere with production.

Section 12.6 For purposes of computing time under any of the provisions of the Article, time shall begin on the day after the occurrence, answer, or meeting.

Section 12.7 The arbitrator shall hear only one grievance at a time.

Section 12.8 The administration fees of FMCS and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE 13 **LEAVES OF ABSENCE**

Section 13.1 In compliance with the Family and Medical Leave Act of 1993 ("FMLA"), the employer may grant eligible employees 12 weeks of unpaid leave during a 12-month period, provided the applicable requirements are met. Leaves covered by the FMLA, for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued vacation leave and sick days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act.

During such leave, the employee may be periodically required to furnish a report from his/her physician when requested by the Employer. Upon expiration of said leave, the employee shall provide the Employer with a statement, signed by his/her physician, which establishes the fitness of the Employee to return to work.

This absence will be without loss of seniority and may be extended by mutual agreement provided the employee notifies the employer of the necessity and medical certification is provided.

Section 13.2 Leaves of absence without pay, and without loss of seniority, will be granted as required by law to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their required annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Section 13.3 Leaves of absence without pay, and without loss of seniority, may be granted for reasonable periods of time for training related to an employee's regular duties.

The employee should give six (6) months advance written notice whenever possible. The Employer has sole discretion whether to grant such leave of absence.

Section 15.4 All reasons for requested leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested. A copy shall be sent to the Union. Leaves of absence may be granted at the sole discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

Section 13.5 An employee may apply for an unpaid personal leave of absence for up to ninety (90) days' duration. The granting of said requests shall be at the sole discretion of the Employer. A request that is denied shall have the reason(s) for the denial stated on the request form.

Section 13.6 The Employer will make reasonable efforts to maintain an employee's position while an employee is on a leave; however, there is no guarantee of reinstatement from any unpaid non-statutory leave if such leave exceeds sixty (60) days. If there are no open positions, the employee shall be placed on a recall list pursuant to Article 10 of this Agreement.

Section 13.7 All leaves of absences shall be subject to the following general provisions:

(a.) Seniority shall not accumulate during the period of any approved leave of absence, except under FMLA or as provided by law.

(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.

(c.) Such leaves shall be without payroll compensation or benefits, unless the employee is eligible for paid sick leave days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

ARTICLE 14 **NO-STRIKE / NO-LOCKOUT**

Section 14.1 It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, sit-in, picketing, demonstration, concerted work stoppage or any intentional interruption of work during the life of this Agreement.

Section 14.2 Any violation of Section 14.1 shall subject an employee to discipline, including discharge, and only the question of whether or not the employee did in fact

engage in the prohibited conduct shall be subject to the grievance and arbitration provision of this Agreement. An arbitrator shall have no authority to modify the discipline imposed by the Employer if the arbitrator determines that the employee violated Section 19.1

Section 14.3 It is further agreed that the Union and its local representatives will actively discourage and publicly denounce any such interruption of work in violation of this Agreement, and will endeavor to secure immediate compliance with provisions of this Article by all employees who engage in conduct prohibited by the provisions of this Article. If the Union satisfies this affirmative obligation, the Employer agrees there shall be no liability on the part of the Union or any of its local officers or representatives for any damages resulting from such strike, slowdown or stoppage of work unless any of the events listed above in this Article has actually been called, authorized, sanctioned, condoned or ratified by the Union or any of its representatives.

Section 14.4 During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of employees covered by this Agreement.

ARTICLE 15

GENERAL

Section 15.1 Payroll Deductions

The Employer agrees to make available to all of the employees covered by this Agreement direct deposit for payroll.

Section 15.2 Health Physical Examinations

In order to provide continuing health protection for the employees, it shall be the policy of the Employer that:

(a) Upon initial employment, each employee at the Employer's expense, may be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs.

(b) If there is any question concerning an employee's fitness for duty, or fitness to return to work following a layoff or leave of absence, or upon reasonable suspicion of drug or alcohol use or impairment, the Employer may require that the employee have a physical and/or psychological examination by a qualified and licensed physician, psychologist, and/or other appropriate medical professional selected by the Employer, at the Employer's expense. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Employees shall be paid their regularly hourly rate while attending the examination. The Employer reserves the right to refuse to allow an employee to continue working or to refuse to allow an employee to return from a layoff or leave of absence on the basis of such an examination.

Section 15.3 Drug Testing

Any drug testing conducted by the Employer shall be conducted pursuant to the Employer's Drug Free Workplace/Substance Abuse Policy provided that any testing and/or examinations conducted pursuant to such policy shall be paid for by the Employer and that any testing and/or examinations shall be conducted during working time, and provided further that, if any testing and/or examinations are required outside of an employee's normal working time, the time spent for such testing and/or examinations shall be considered work time. Failure to comply with the random drug screening will be grounds for immediate termination of employment.

Section 15.4 Physical Requirements

All employees shall be expected to meet the minimum physical requirements set forth in the contract (qualifications of contract security policy). Failure to meet the same will be cause for termination, or an employee shall be placed on leave until such time as the deficiency is corrected.

ARTICLE 16 **HOLIDAYS**

Section 16.1

(a) All employees working a holiday during their normal scheduled shift shall be paid at the rate of two and one-half (2.5) times their regular pay.

(b) Authorized holidays are the following:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

(c) Authorized holidays will be observed on the days as noted in Paragraph (b), above. However, employees will receive premium pay for the same number of holidays annually.

(d) In the event an employee is scheduled off on a holiday, he shall receive eight (8) hours straight time pay for the holiday.

(e) Holiday pay shall not apply to Sundays unless an above mentioned holiday is observed on a Sunday.

(f) Holiday pay for part-time employees who have not worked forty (40) hours in the week where a holiday occurs will be prorated as follows: Add the amount of hours worked in that week, divide those hours by forty (40), multiply those hours by eight (8). This will indicate the number of hours to be paid to that part-time employee. If the part-time employee works the said holiday, he will receive full pay as described in paragraph (a) of this article.

(g) Employees are not paid for holidays that occur during any leaves of absence, including FMLA, short-term disability, or other unpaid leave.

(h) Holiday pay is not counted as time worked for the purposes of calculating overtime.

(i) In order to be paid for a holiday, employees must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday, unless the Company excuses his/her absence. An employee scheduled to work on any of the holidays listed above who fails to report to work shall not receive holiday pay for that day.

(j) All holiday hours will include Health & Welfare benefits, but shall not exceed 2080 hours.

ARTICLE 17

VACATION, SICK & OTHER LEAVES

Section 17.1 **Vacation**

(a) Annual vacation for an eligible full-time employee shall be calculated with the following schedule:

After 1 year:	80 hours
After 3 years:	120 hours
After 10 years:	160 hours
After 15 years:	200 hours

(b) Length of service includes the entire span of continuous service with the present contractor or previous contractor of the Government's contract.

(c) All employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by a percentage of hours worked during the prior year as compared to the 2080 hour work year.

(d) Seniority shall control selection for vacation periods. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and

efficient operations and meet Government contract requirements. The Company will not unreasonably deny vacation requests.

(e) As schedules and operational needs permit, an employee shall be allowed to take any amount of vacation available or due. Employer shall make reasonable efforts to accommodate an employee's request.

(f) By mutual agreement between an employee and the supervisor, vacation may be taken in non-consecutive days.

(g) Should an employee suffer a death in the immediate family during a period of paid vacation, the employee shall be permitted to substitute Bereavement Leave for paid vacation leave.

(h) Vacation should be used during the twelve (12) month period immediately following the year in which it was earned (i.e. in the twelve (12) month period subsequent to the employee's anniversary date and prior to the next anniversary date). Unused vacation will be paid out to the employee within two pay periods after the employee's anniversary date.

(i) The Employer will allow the maximum amount of personnel off at any one time for vacation that allows the Company to maintain efficient operations.

(j) Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Project Manager, in writing, no more than ninety (90) days in advance; special requests may be made when decisions need to be made more than ninety (90) days in advance; in such event, the Employer may require a proof of purchase of tickets. Tickets of any type purchased prior to the approval of vacation will not be considered.

Section 17.2 Sick Leave

(a) Employees at the beginning of each anniversary year will receive 56 hours of sick leave. Probationary employees will receive their sick leave on a prorated basis. Sick leave will not be used to compute overtime. Unused sick leave will be paid out to the employee within two pay periods after the employee's anniversary date.

(b) Any Employee absent from work due to illness shall receive sick leave pay for which he/she is eligible hereunder at the straight-time hourly rate for the number of hours of work scheduled.

(c) An employee who will be absent due to illness or injury must provide the Company with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so will result in disciplinary action and in the denial of sick pay.

(d) An employee who is absent due to illness or injury for three consecutive work days (regardless of whether the employee seeks sick pay) shall be required to provide to the Company a physician's statement supporting the employee's absence and certifying that the Employee is able to return to work. Upon reasonable request, the Company reserves the right to require a physician's statement for an illness of any period of time. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion and third opinion by a physician designated by the Company, if necessary (at the Company's expense). Where an employee fails to provide medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, when required or reasonably requested, will not be permitted to return to work.

Section 17.3 **Bereavement**

Full-time employees shall be entitled three (3) days of paid bereavement leave per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide his Supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave. Bereavement days shall not be cumulative. Part-time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

Section 17.4 **Jury Duty**

An employee who is called for jury duty will be excused from reporting to work on the days he/she must serve on the jury. Jury duty leave is without pay.

Section 17.5 **Court Appearances**

Court or administrative appearance necessitated by job-related occurrences or incidence from actions directly related to the provision of security guard services shall be compensated at the rates specified in this Agreement (less any monies received from the court or as a witness or subpoena fee). The affected employee shall not receive less than the recommended pay. However, other court, administrative, workers' compensation or grievance procedure and/or arbitration appearances shall not be paid by the Employer.

Section 17.6 **Voting**

The Company and the Union encourage employees to fulfill their civic responsibilities by voting in election. Employees who choose to vote are required to notify their supervisor of any scheduled conflict. To the extent possible, work scheduled may be adjusted to

accommodate employee voting. Employees are reminded that voting locations are generally open in excess of 12 hours on Election Day and that voting should take place prior to or after scheduled work hours.

Section 17.67 Emergency Notification

Any employee who is unable to report to work due to an emergency shall notify the Employer, at least four (4) hours prior to the beginning of his/her regular shift. Failure to do so constitutes an unauthorized absence

ARTICLE 18 **HEALTH AND WELFARE**

Section 18.1 The Employer shall make a health and welfare contribution to the Company plan on all hours worked, up to forty (40) hours per week and not to exceed a total of 2080 hours per contract year, for all employees covered by the Agreement at the following rates:

- (a) Current: \$4.50 per hour
- (b) May 1, 2020: \$4.54 per hour
- (c) May 1, 2021: \$4.54 per hour
- (d) May 2, 2022 Reopener

ARTICLE 19 **GOVERNMENT SUPREMECY & SECURITY**

Section 19.1 The Union recognizes that the terms and conditions of this Agreement may be affected by certain sovereign and contractual rights, which the Government may exercise. The Employer agrees to discuss the impact of any such changes or directives with the Union prior to implementation and the Union agrees that there will be no recourse against the Employer with regard to the actions it takes, which it cannot avoid, to comply with those changes/directives.

Section 19.2 The Employer, all the representatives of the Union having access to the premises, and all bargaining unit employees are required to comply with applicable Government security regulations. Should the Government withdraw credentials or certifications or request the removal of any bargaining unit employee from the contract, the Employer will investigate the facts that resulted in the Government's action. If the investigation facts warrant it, the Employer will prepare a letter requesting reconsideration of the employee's removal and a copy of the letter will be provided to the local Union President or his designee.

Section 19.3 Failure to cooperate fully with a security / access investigation or screening will be deemed just cause for discharge and the employee will be terminated. Employees who fail to complete or produce required paperwork or documentation to secure their access / clearance within 10 workdays of being directed to do so or who fail to provide information / documents during the time period directed by the government or 10 workdays, if no time limit or date period directed by the Government, shall be deemed non-cooperative and subject to termination.

Section 19.4 The parties acknowledge that the Government may in its sole discretion change from time to time the level of security necessary to perform the work in question and/or have access to the site. Should that occur all employees impacted by that change will need to fully comply with the change, attaining and maintaining whatever standard the government may set for those who work at the site and/or perform a given job or assignment. Failure to comply with the foregoing shall result in termination of employment unless the employee is offered employment in another position on the contract.

Section 19.5 If an employee has been terminated due to the application of this Article and it is determined within 30 working days of the date the employee was suspended without pay that the required access, clearances, etc., have been reinstated, it is understood that the grievance process may be invoked for the sole purpose of securing re-employment. Back pay is hereby excluded as a remedy or an award by an Arbitrator, if an employee's termination is the result of the application of this Article.

Section 19.6 Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (i.e., height and weight, safety, security clearances, medical examinations, weapons proficiency testing, uniformed appearance standards, staffing, determinations, assignments, work rules, etc.), the Employer will comply with those requirements.

ARTICLE 20 **HOURS OF WORK AND OVERTIME**

Section 20.1 Shifts will be eight (8) hours in length. The first shift shall commence at 2400 hours and shall end at 0800 hours. The second shift shall commence at 0600 hours and shall end at 1400 hours. The third shift shall commence at 1200 hours and shall end at 2000 hours. The fourth shift shall commence at 1800 hours and shall end at 0200 hours. The officers will report to work so as to be on duty at their work stations at the scheduled time. The foregoing is descriptive only. Nothing herein shall be construed as guaranteeing any specific number of hours of work or pay per hour.

Section 20.2 Overtime will be paid at the rate of one and one half (1 ½) times an employee's regular base, straight-time wage rate to an employee for all hours actually worked in excess of eight (8) hours consecutively or forty (40) hours within the work week. There shall be no compounding, duplicating or pyramiding of payments for the same hour worked under any circumstances of any description.

ARTICLE 21
WAGES

Section 21.1 The hourly rate for all work shall be as follows:

Position	Current Rate	April 1, 2020 Rate (3.5% increase)	April 1, 2021 Rate (2.5% increase)	April 1, 2022 Rate (2.5% increase)
Guard	\$21.29	\$22.03	\$22.58	\$23.14
Lead	\$25.15	\$25.90	\$26.55	\$27.21

Section 21.2 All hours of training are considered hours worked.

Section 21.3 Uniform allowance of \$0.25 an hour for all hours worked (up to 2080 hours) will be paid to employees for the duration of this Agreement.

ARTICLE 22
CALL IN PAY

Section 22.1 Employees called in to work or permitted to come to work without having been notified that there will be no work shall receive a minimum of two (2) hours of pay at the rate they would have received had they worked. The Employer shall have the right to require the employee to work for this payment. This paragraph shall not apply where work is not available because of conditions beyond the control of the Employer.

ARTICLE 23
DATE OF PAY

Section 23.1 Pay days shall be bi-weekly. Should the pay day occur on a weekend or holiday, the pay day will be on or before the first business day prior to the pay day.

ARTICLE 24
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 24.1 It is agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended or modified in any respect except by a document in writing signed on behalf of the parties hereto and their duly authorized officers and representatives.

Section 24.2 This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, past practices, customs,

whether written or oral, are expressly and completely superseded and revoked insofar as any such prior agreement, condition, past practice, custom, usage, and obligation might give rise to any enforceable right.

Section 24.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 24.4 If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any supplements shall not be effected thereby, and the parties shall meet at a mutually agreeable time in collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

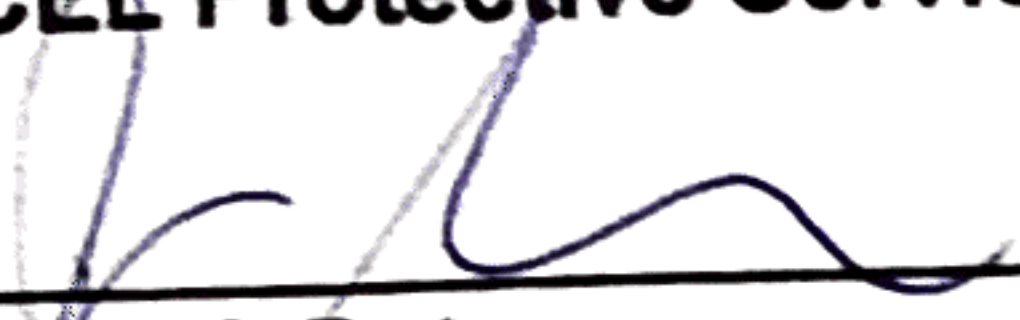
ARTICLE 25 **TERMINATION AND MODIFICATION**

Section 25.1 This Agreement shall continue in full force and effect until April 30, 2023. Thereafter, this Agreement shall remain in full force and effect from year to year unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring to change or modify this Agreement must notify the other party to this Agreement in writing, not less than sixty (60) days prior to the anniversary date thereof. Should either party to this Agreement serve such notice upon the other party, negotiations between the Employer and the Union shall commence not later than thirty (30) days prior to the expiration in the year in which the notice is given.

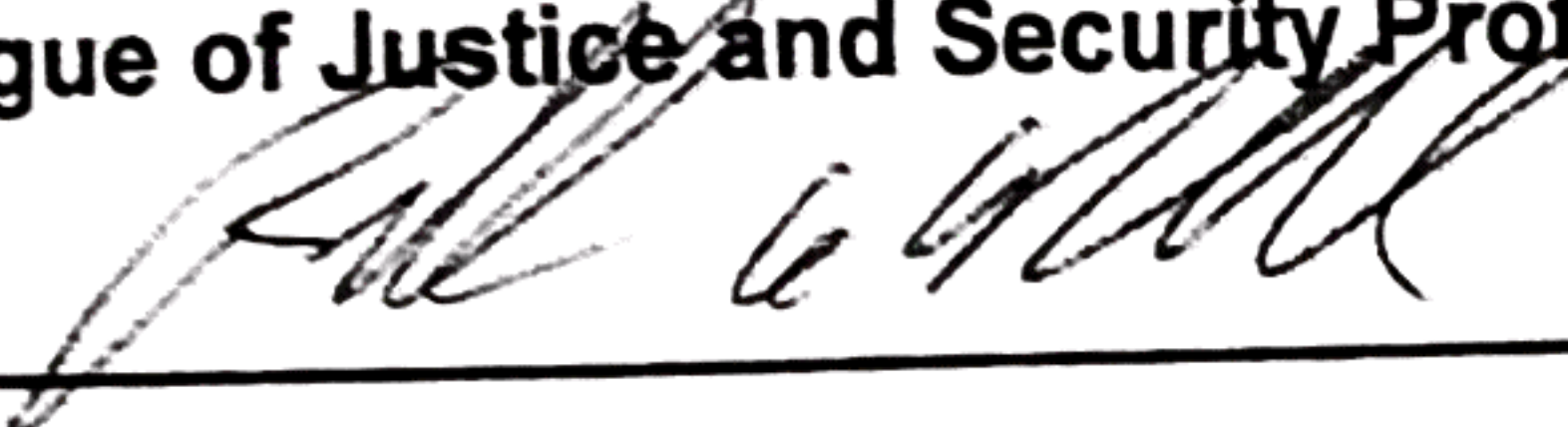
Section 25.2 Notwithstanding the above, this Agreement shall terminate by close of business upon the effective date of the termination by the Government of the Employer's Government Contract. In such event, the Employer's relationship with the Union shall also terminate, as shall any duty to maintain a bargaining relationship. The termination of this Agreement as described in this Article does not include any obligations, commitments, or liabilities that may have been incurred as a result of or during the life of the Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

XCEL Protective Services, Inc.


Name & Date 3/23/20

National League of Justice and Security Professionals

 PRESIDENT
Name & Date 3/23/2020