

AGREEMENT

BETWEEN



**National Union of Special Police Officers (NUSPO) a division of the United Federation
LEOS-PBA Law Enforcement Officers & Police Benevolent Association**

AND

Costa Security Services, LLC, dba OPS Security Group

For Guard Services at

Effective: 2025 - 2028

PREAMBLE	6
SECTION 1.	6
SECTION 2.	6
SECTION 3.	6
SECTION 4.	6
ARTICLE 1: RECOGNITION	6
1.1 - Recognition of Union	6
1.2 - Employees.....	7
1.3 - Supervisors and Management Personnel.....	7
1.4 - Probationary Employees.....	7
1.5 - Temporary Personnel	7
1.6 - Part-time Personnel.....	8
1.7 - Full time Personnel	8
1.8 - On Call Personnel.....	8
ARTICLE 2: UNION SECURITY AND DUES CHECK OFF	8
2.1 Union Security.....	8
2.2 - Dues Check-Off	8
ARTICLE 3: UNION RIGHTS	9
3.1-Stewards	9
3.2 - Union Posting.....	10
3.3 - Union Activities.....	10
3.4 - Government Cooperation.....	10
ARTICLE 4: MANAGEMENT RIGHTS	11
4.1 - General.....	11
4.2 - Failure to Exercise Rights.....	12
4.3 - Nature of Work.....	12
ARTICLE 5: NON-DISCRIMINATION	12
ARTICLE 6: HOURS OF WORK	13
6.1 - Purpose of this Article.....	13
6.2 - Workweek.....	13
6.3 - Workday.....	13
6.4 - Overtime Work.....	14
6.5 - Overtime Distribution.....	14

6.6 - Mandatory Overtime	14
6.7 - Reporting Pay.....	15
ARTICLE 7: GENERAL WAGES	15
7.1 - General.....	15
7.2 - Pay Dates	15
7.3 - Undisputed Error	15
ARTICLE 8: LEAVES OF ABSENCE	15
8.1-Jury/Witness Duty	15
8.2 - Military Leave.....	16
8.3 - Bereavement Leave	16
8.4 - Family and Medical Leave.....	17
8.5 - Personal / Non-FMLA Related Leave of Absence	17
8.6 – Paid Time Off (PTO).....	18
8.7 -Notice of Absence	18
8.8-Medical Certifications.....	18
8.9 - Physical Examinations.....	19
8.10 – Polling.....	19
8.11 - Union Leave	19
8.12 - Rate of Pay	19
8.13 -Seniority	19
ARTICLE 9: HOLIDAYS	20
9.1 - Designated Holidays	20
9.2 - Holiday Pay	20
ARTICLE 10: VACATION	21
10.1 - Vacation Hours.....	21
10.2 - Vacation Eligibility.....	21
ARTICLE 11: HEALTH AND WELFARE & OTHER BENEFITS.....	22
11.1 - H&W.....	22
11.2 - Uniforms and Safety Equipment.....	23
11.3 - 401(k) Plan	23
ARTICLE 12: DISCHARGE AND DISCIPLINE	23
12.1 - Just Cause.....	23
12.2 - Progressive Discipline	25

12.3 – Standards of Conduct.....	26
12.4 - Government Action.....	26
12.5 - Voluntary Quits.....	27
ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE	27
13.1-General Provision.....	27
13.2 - Step 1.	28
13.3 - Step 2.	28
13.4 - Step 3.	28
13.5 - Failure to Resolve Grievance	28
13.6 – Arbitration.....	28
13.7 - Decision.....	29
13.8 - Special Time Limitations.	29
13.9 - Failure to Comply with Time Limitations.....	29
13.10 - Limits on Arbitrators Authority.....	30
ARTICLE 14: SENIORITY	30
14.1 - General Provision.....	30
14.2 - Filling Vacancies.....	30
14.3 - List.....	31
14.4 -Accepting Position outside Unit.	31
14.5- Loss of Seniority.....	31
14.6 - Reductions in Force.....	32
14.7- Government Shutdown	32
14.8 - Call Back.....	32
14.9 -Employee Unable to Report	33
14.10 - Notice to Company.....	33
14.11 - Equal Seniority.....	33
14.12- Resolution of Disputes.....	33
ARTICLE 15: CONTINUITY OF OPERATIONS	33
15.1 - No Strikes.....	33
15.2 -No Lockouts.....	34
ARTICLE 16: DRUG AND ALCOHOL	34
ARTICLE 17: ARREST AGREEMENT –ADVERSE INFORMATION REPORTING	35
ARTICLE 18: TRAINING AND QUALIFICATION	35

18.1 - General.....	35
18.2 - Trainers.....	35
18.3 - Payment.....	35
18.4 - Weapons Training.....	35
18.5 -Failure to Successfully Complete.....	36
ARTICLE 19: MISCELLANEOUS PROVISIONS.....	37
19.1 - Personal Data.....	37
19.2 - Break Periods.....	37
19.3 - Labor Management Meeting.....	37
ARTICLE 20: SCOPE OF AGREEMENT.....	37
20.1 - Duration.....	37
20.2 - Severability.....	37
20.3 – Waivers.....	38
20.4 - Successors and Assigns.....	38
APPENDIX A – WAGES.....	39
APPENDIX B – FRINGE BENEFITS.....	39

PREAMBLE

SECTION 1.

This Agreement is entered into by and between **Costa Security Services, LLC, dba OPS Security Group**, (hereinafter referred to as the "Company") and the covered employees of the Company (as defined in Article 1.2) **and National Union of Special Police Officers (NUSPO) a division of United Federation LEOS-PBA** (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement is effective September 23, 2025 to December 1, 2028.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair day's work for a fair day's pay.

ARTICLE 1: RECOGNITION

1.1 - Recognition of Union

The Company hereby recognizes the Union as the exclusive bargaining representative of "employees" as defined in Article 1.2 of this Agreement.

It is agreed that within thirty (30) days after the signing of this Agreement, the Company shall reproduce fifteen (15) copies of the Collective Bargaining Agreement for distribution to bargaining unit members. This cost shall be shared equally between the Company and the Local.

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1.2 - Employees

All full-time, part-time and on-call Protective Security Officers (“PSOs”) and Lead PSO/Sergeants employed by the Company at USDA National Plant Germplasm Quarantine Center (NPGQC), Beltsville, MD, but excluding temporary employees as defined in Article 1.4 of this Agreement, all clerical employees, managerial personnel, project managers, lieutenants and other supervisors as defined by the National Labor Relations Act and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees or within the bargaining unit under this Article 1.

1.3 - Supervisors and Management Personnel

Supervisors and managers (i.e.; Lieutenant, Captain, Major and etc.) may perform bargaining unit work for purposes of instruction, training, employee relief or emergencies to cover for employee absenteeism until a bargaining unit member can be contacted and brought in.

Lead PSO/Sergeants shall not be involved in any part of the disciplinary process.

1.4 - Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of Ninety (90) calendar days from the date of hire or rehire. Probationary employees may be disciplined or discharged at the discretion of the Employer without recourse to the grievance process contained in this Agreement and such discipline or discharge shall not be found to violate this Agreement in any way. Probationary employees do not accumulate seniority. Upon completion of his/her probationary period, an employee's seniority date shall be his/her date of hire.

1.5 - Temporary Personnel

“Temporary personnel” are persons hired by the Company for a period not to exceed thirty (30) days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of thirty (30) days in a calendar year, except by mutual agreement of the Company and the Union. The Company, under its contract with the United States Government (hereafter “the Contract”), may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with temporary employees. Temporary employees may also be in the form of employees assigned to another Contract but needed to help fill a temporary shortage to meet full staffing requirements. The Company may also utilize Temporary employees to fill a Government-established Temporary Post for its term.

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1.6 - Part-time Personnel

The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. Part-time employees shall be those employees who work less than thirty (32) hours in a work week. Part-time employees will be required to work no less than sixteen (16) hours a month.

1.7 - Full time Personnel

Full time employees are employees who are classified as “full-time” and are regularly scheduled to work thirty-two (32) hours or more per week continuously during a 52 week period.

1.8 - On Call Personnel

On Call employees shall be defined as employees who do not have regularly assigned schedules or a minimum or maximum number of assigned hours per week. These employees are used on an as needed basis to fill shifts made available from officer call - offs and absentees.

ARTICLE 2: UNION SECURITY AND DUES CHECK OFF

2.1 Union Security

(a) An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

2.2 - Dues Check-Off

The Employer agrees to deduct Union dues from the wages of officers who voluntarily elect to become a member of the Union and authorize the Employer to make such deductions on a properly executed check-off authorization card provided by the Union. Deductions shall be taken from each bi-weekly paycheck in an amount not exceeding two (2) hours of the employee’s base wage monthly. Funds deducted, along with a summary sheet including the names addresses, employee number, the amount of dues deducted from each, shall be remitted to the International Union by the fifteenth (15th) of the following month. The Employer will also provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld.

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

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union check off. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

Check-Off authorization may be revoked at any time by the employee by written request to the Company and by sending a copy of such request to the Financial Secretary/Treasurer of the Union.

ARTICLE 3: UNION RIGHTS

3.1-Stewards

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

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

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

Company may schedule investigatory interviews consistent with Article 3.1 D of this Agreement during working time.

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

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

3.2 - Union Posting.

The Union may use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards for the posting of notices or permit such communications shall be at the sole discretion of the Union. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Site/Project Manager.

The parties understand that all sites/posts are owned by the United States Government. Therefore, should the Company be informed that the bulletin boards need to be removed for any reason; the Company has an obligation to remove the books. The Company understands that the Union has the right to communicate with the government to resolve this dispute.

3.3 - Union Activities.

Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement. It is expressly understood that breaks and lunch periods are acceptable for conducting business related to grievances. It is intent of this Article to apply to bona-fide Union business and not to be construed to mean routine and normal conversations on the job that includes issues of the Union and the Company.

3.4 - Government Cooperation.

The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of the Company's customer, the United States government. The Union agrees to cooperate with the Company in all matters required by the government and to comply with all such government priorities, rules, procedures end

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restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action. For all requirements and/or actions imposed and/or directed by the Government, the Company agrees to provide supporting documentation to the Union, if available.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 - General.

Except to the extent expressly abridged or limited by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage and operate its business prominent among which, but by no means wholly inclusive, are the right to unilaterally decide and implement decisions as to: the merger, sale or termination of all or any part of its business; the nature and extent of services provided and performed; the cessation of operations covered by this Agreement or any part thereof; the altering, rearranging, combining, transferring, assigning or ceasing of any job, department, operation or service; the work to be contracted out, purchased or assigned to non-bargaining unit personnel, including work performed by bargaining unit employees; the types of equipment utilized; the control and regulation of the use of all equipment and other property, including property of the Federal Government; the schedules of and the number of hours per day or week to be worked by employees; changes in employees' work schedules, assignments and changes in assignments of work to employees; the size, selection, direction, size and make-up of the work force; the hiring, testing (including drug and alcohol testing), selection, examination, lay off, promotion, demotion, assignment of work to, or transfer of employees; the discipline, suspension, and discharge of employees pursuant to Article VII; relieving employees from work, duties or assignments because of the lack of work; the establishment and evaluation of jobs including the determination of job requirements and job content; the establishment of quality and performance standards; the determination of the methods and means of monitoring, evaluating or investigating bargaining unit employee performance or conduct, including the use of video surveillance equipment and electronic monitoring equipment; the content and implementation of rules and regulations for service, inspection, efficiency, discipline safety, and working conditions; the establishment, modification or discontinuance of policies, practices and procedures for the conduct of the business; the determination and implementation of such measures as the Company may determine to be necessary for the orderly, safe, efficient, and cost effective conduct of the operations covered by this Agreement.

The right of the Company to make and /or revise such reasonable rules and regulations, as it may deem best for the purposes of maintaining order, safety and/or effective

operations of the Company, and after advance notification of the Union, is recognized. The Union reserves the right to question the reasonableness of the company's implementation or modification of any rule or regulation through the filing of a timely grievance after such notification.

4.2 - Failure to Exercise Rights.

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

4.3 - Nature of Work.

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

ARTICLE 5: NON-DISCRIMINATION

The Company and the Union agree that they shall each comply with all federal, state, and local (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et sea), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et sea), the Rehabilitation Act (29 U.S.C. § 793 et sea.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal, state, or local civil rights law, or law regulating employment shall be resolved pursuant to binding arbitration as set forth in Article 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Articles 13.2 through 13.5). Nothing in this Article prevents an employee from filing an unfair labor practice charge with the NLRB.

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ARTICLE 6: HOURS OF WORK

6.1 - Purpose of this Article.

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

6.2 - Workweek.

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

6.3 - Workday.

The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of eight (8) to twelve (12) consecutive hours. The Company agrees to post a tentative two week schedule in advance. Changes in the regular work week or the normal weekly or daily shift for any employee shall be posted one week in advance. Changes in hours of work may also be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

No employee shall provide more than twelve (12) hours of service in any twenty-four (24) hours period unless the work hours are separated by an **eight (8)** hour non-duty period. Exceptions to this rule are extreme emergencies (i.e. weather conditions that prevent the relief personnel from getting to the building; civil disturbances; natural disasters, etc.) or as directed by management or the client.

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

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

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

6.4 - Overtime Work.

The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances and shall be scheduled according to the steps listed below. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first.

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

Overtime pay is calculated at one and one-half (1½) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

6.5 - Overtime Distribution

Scheduled overtime shall be distributed in the following manner:

Scheduled overtime shall be offered to guards qualified to perform the offered work by seniority on a rotating basis. The assignment shall be offered to the most senior, qualified guard not offered the previous opportunity. A guard who refuses an offer shall be treated as having been accepted the offer for the purpose of the rotation. It is further understood that should there be no acceptances, then officers shall be mandated in accordance with section 6.6 of this Agreement. Overtime records will be made available to the Union by the Company upon request, in a reasonable amount of time.

6.6 - Mandatory Overtime

If no volunteers are available or no one volunteers for scheduled overtime, then the least senior qualified employee will be mandated to cover the available overtime.

6.7 - Reporting Pay

An employee reporting in for scheduled duty, training or called in to fill an open position to work and finds that the position or training was cancelled will be guaranteed a minimum of four (4) hours pay at their regular straight time hourly rate of pay.

ARTICLE 7: GENERAL WAGES

7.1 - General.

An employee shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates set forth in the Appendix. Employees shall be paid the pay rate associated with the post to which they are assigned.

7.2 - Pay Dates

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

7.3 - Undisputed Error

In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made on the next scheduled paycheck, or sooner as practically possible. If the error is one hundred dollars (\$100.00) or more, the company will make the adjustment within two (2) business days of being notified of the error.

ARTICLE 8: LEAVES OF ABSENCE

8.1-Jury/Witness Duty

A full time employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of forty (40) hours; provided, however, in order for the Employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or defendant), or where they are appearing as a witness against the Company, unless required by law.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay, less the amount received by the

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employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holiday unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be paid to full-time employees only. The Company reserves the right to request an exemption or postponement of jury service. An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Company's Payroll Department, through their supervisor, written proof, executed by the administrator of the court, of having served, the duration of such service; and the amount of compensation received for such service.

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

8.2 - Military Leave

The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

8.3 - Bereavement Leave

The Company agrees to grant full-time non-probationary employees five (5) scheduled days off work with pay for bereavement leave in the event of the death of the employee's immediate family. Pay for such days shall be at 8 hours per day off. The five day period may not be consecutive, but must include the date of the funeral. For the purpose of this provision, an employee's immediate family shall consist of: father, mother, sister, brother, spouse, children, step parents, step children, grandparents, grandchildren, Parents-in-law and Siblings-in-law. The Employee will notify the supervisor of the need for bereavement leave with as much notice as possible. The Company may request documentation of the death after the employee has returned to work. Employees may augment their bereavement leave with any earned sick or personal leave with approval from the Company. If the employee is required to travel over 300 hundred miles one way the employee may an additional two (2) days off work with pay with appropriate documentation of travel.

8.4 - Family and Medical Leave

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who has completed 1250 hours of Work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("FMLA") in accordance with its provisions and the Company's FMLA policy . Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status. This leave time will count towards their total leave time allowed under the Act. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

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

8.5 - Personal / Non-FMLA Related Leave of Absence

An employee who has completed his or her probationary period may request a leave of absence for personal or non-FMLA related medical reasons. The maximum amount of such leave an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may not exceed this maximum limit, except where an extension of such leave is required as a reasonable accommodation for a protected disability. Any such request must be in writing and state the reason for and length of the desired leave. Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

Leave under this Article shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the parties that any alleged violation of this article shall be subject to the grievance procedures set forth in Article 13.

8.6 – Paid Time Off (PTO)

Paid Time Off (PTO). Each eligible full-time employee shall accrue up to (8) eight hour sick/PTO days per year to a maximum balance of 64 hours. An employee must request to use these days in no less than one hour increments and must receive approval by the employee's immediate supervisor. PTO will be granted based upon Employer's operational needs. In the event of sickness, the supervisor(s) must be notified as soon as possible or through the use of normal call off procedures described in Article 12, section 3. The employer may request a medical certificate for any sick leave period of more than two days. For extended sick leave of three (3) days or more, a medical certificate / Company FIT will be required. The Employer may request a medical certificate for less than three (3) days where a pattern of abuse is suspected. Any unused PTO leave will be automatically paid to the employee within two pay periods after the start of the subsequent Government contract year.

8.7 -Notice of Absence

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

8.8-Medical Certifications

An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for three (3) or more consecutive work days shall be required to provide to the Company's Personnel Department, through their supervisor, a completed Company provided FIT medical release from his/her physician certifying that the employee is able to return to work on the day of returning to work. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this article, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and

will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act

8.9 - Physical Examinations

The Company shall have the right to require that employees undergo physical or medical examinations or fitness for duty assessments as allowed by law or as required by the government. The Employer shall pay the employee a minimum of two (2) hours for time spent taking an employer requested medical examination or physical assessment at the regular hourly rate.

8.10 – Polling

Employees should be able to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that does not interfere with their work schedules. If despite reasonable efforts, the employee is unable to vote during non-working hours, the company will grant a maximum of two (2) hours off to vote as required by law.

8.11 - Union Leave

The Company agrees to grant one Union officer or delegate an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid. Unpaid leave will also be granted for contract negotiations and this time will not count towards the five (5) working days per calendar year.

8.12 - Rate of Pay

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

8.13 -Seniority

Seniority shall accumulate during any approved leave of absence; however, length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days.

ARTICLE 9: HOLIDAYS

9.1 - Designated Holidays

The employee under this Agreement shall observe the following days as holidays in compliance with federal law as to the actual day and date of observation:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Juneteenth Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day	

If the Federal Government declares a holiday other than the ones listed above for federal employees, bargaining unit employees will receive holiday pay for that day if OPM declares such holiday to be paid according to holiday pay guidelines as specified under the Service Contract Act. In addition, any holiday declared by Presidential Proclamation, that specifically includes contractors, will be observed as instituted.

9.2 - Holiday Pay

All "full-time" Bargaining Unit Employees normally scheduled to work thirty-two (32) hours or more per workweek shall receive a full eight (8) hours of holiday pay. All "part-time" Bargaining Unit Employees normally scheduled to work thirty-two (32) hours or less per work week shall receive a pro-rated holiday pay in the following manner:

Part-Time Bargaining Unit Employees shall receive holiday pay based upon the number of hours worked in the previous defined workweek. Holiday hours paid to a part-time Bargaining Unit Employee are calculated as the number of regular hours worked (regular, productive, training hours, holiday, and authorized paid time off taken) divided by thirty-two (32) hours. The result is multiplied by eight (8) hours.

The maximum amount of holiday pay earned by any Bargaining Unit Employee as a result of this calculation shall not exceed eight (8) hours.

All Bargaining Unit Employees who work the actual holiday shall receive an eight (8) hour holiday pay plus the actual hours worked on the said holiday. Those employees who do not work due to the post being closed on the holiday will receive holiday pay only as specified previously in this section. This benefit designed to compensate for a normal workweek and the extra benefit cannot be used to increase the Bargaining unit Employees hours over forty (40) in a week unless the Bargaining Unit Employee is specifically requested to work extra hours within that holiday work week.

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

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

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

ARTICLE 10: VACATION

10.1 - Vacation Hours

Eligible full-time employee's annual vacation shall be calculated in accordance with the following schedule:

After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours
After 15 years	200 hours

Length of service includes the entire span of continuous service with the Employer or the previous contractor of the Government's contract at USDA National Plant Germplasm Quarantine Center (NPGQC), Beltsville, MD

All Part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year as compared to 1664 hour work year.

10.2 - Vacation Eligibility

Seniority shall control selection of paid vacation periods.

As schedules and operational needs permit, an employee shall be allowed to take any amount of paid vacation time available or due. Employer shall make reasonable efforts to accommodate an employee's request, but has the sole discretion to deny a request based on business needs. Management must take action to approve requests within ten 10 days of receiving the vacation request in writing.

Vacation requests may be placed as whenever the employee believes that they have needed to use their vacation benefits.

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

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.

At the discretion of the employee, the employee may elect to receive cash out of any of the vacation benefits that are unused. Exercise of this option does not forfeit the employee's ability to take the allotted days albeit in an unpaid status.

Vacation shall be used or paid out 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 their next anniversary date). Excess leave over the stated amount shall be paid to the employee within two pay periods after the employee's anniversary date.

In the event that one of the holidays occurs during the employees paid time off, the employee will receive the holiday pay, instead of paid time off benefits that would have otherwise applied. At the discretion of the employee, both paid time off and Holiday benefits may be taken in such cases.

The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company, in its judgment, to maintain efficient operations.

The Employer will recognize unit seniority when scheduling Employees for vacation. 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.

ARTICLE 11: HEALTH AND WELFARE & OTHER BENEFITS

11.1 - H&W

The company agrees to make a health and welfare benefit contribution as set forth below for all hours paid (including Vacation, Sick Leave and holidays but excluding vacation cash-out and overtime), up to forty (40) hours per work week and 2080 per calendar year.

Such payments will be paid directly to the Company's health and welfare plan for fringe benefits. If the employee provides creditable group health coverage such contributions shall be sent to the Company's 401k on the employee's behalf.

If an employee who elects benefits that exceeds the total H&W monies to him/her, the excess cost will be paid by the employee through a payroll deduction by the Employer. In addition, any residual monies shall be paid to the employee's 401k.

11.2 - Uniforms and Safety Equipment

Proper uniforms and safety equipment will be furnished by the company without cost to the employee; provided, however, that the Company may require or permit employees to launder and maintain uniforms furnished by the company. When any employee is required or permitted to launder and maintain Company furnished uniforms or to provide and/or maintain safety equipment he will be compensated in accordance with the provisions of the applicable local addendum hereto. Such payments shall not be for more than eight (8) hours a day or forty (40) hours per week for each employee.

The Company shall replace uniforms periodically due to normal wear and tear. Upon termination of employment, all clothing and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering the Contract, taking into account normal wear and tear. The cost for such missing items or cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

11.3 - 401(k) Plan

See Appendix.

ARTICLE 12: DISCHARGE AND DISCIPLINE

Disciplinary actions imposed by the Company will remain active on the employee's record for a period of one year from the date of the discipline.

12.1 - Just Cause

No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 13 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- A. Violation of Rules and Regulations of Government Public Building and rounds, 41 CFR § 101-20.3.
- B. Neglect of Duty, including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such

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activities have been approved by the employee's supervisor. Long distance telephone calls shall not be made at government expense.

- C. Use or display (in plain sight) of personal electronic devices not used in the normal course of Company business. These devices include, but are not limited to, cellular telephones, personal computers, games, video recorder/player, audio recorder or player and other electronic communication devices.
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- E. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- F. Theft, vandalism or criminal acts.
- G. Reporting to work or performing work while impaired by lawful or unlawful, drugs, alcohol or any intoxicant. Selling, distributing, purchasing possessing or using unauthorized drugs, alcohol, intoxicants or any dangerous substance at the work location, including parking areas, or on Company property, or in Company vehicles or while at work at any location.
- H. Testing positive on any drug or alcohol test or any other violation of the Company anti-drug or alcohol policy. For the purpose of this rule, a positive drug test is any detectable amount of unlawful drugs and a positive alcohol test is a level of .04 or higher
- I. A refusal to obey or follow, or the reckless disregard of, Company policies or regulations, a work order, or a management or supervisory directive or instruction.
- J. Conduct and/or statements directed toward a supervisor or management official which are profane, threatening, verbally abusive or which demeanor exhibit a lack of respect or disregard for supervisory or management authority, except where such statements or conduct by a shop steward during an investigatory interview constitute protected activity.
- K. Any violation of the no strike clause of the collective bargaining agreement
- L. Gambling at the work location or on Company Property
- M. Entering time on behalf of another employee or allowing another employee to enter your time.

- N. Improper use of official authority or credentials.
- O. Unauthorized use of communications equipment or Government property.
- P. Misuse of authorized weapons, or possession of a personal firearm or unauthorized firearm, dangerous weapon, substance or device at the work site including parking areas, on Company property or vehicles or while performing any duties away from the worksite or Company property. Violation of state or federal laws regarding the possession or use of a firearm.
- Q. Violation of Government security procedures or regulations.
- R. Post abandonment/leaving post prior to being properly relieved.
- S. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation. Knowingly providing false or misleading information during any such investigation
- T. Falsification of time records.
- U. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- V. Sexual, racial or verbal harassment in violation of company policy.
- W. Revocation by the Government or other loss of any clearances, authority or credentials required for the position (except as set forth in Article XXII, Sections 2, 3 and 4).
- X. Willful failure or refusal to follow, or reckless disregard of, any safety rule, procedure, Instruction or requirement.

12.2 - Progressive Discipline

- A. For non-probationary, regular full-time and regular part-time employees, performance deficiencies and misconduct the Company deems less than serious will be subject to progressive discipline as follows:
 - 1. Documented verbal warning
 - 2. Written warning
 - 3. One (1) day suspension
 - 4. Three (3) day suspension

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5. Termination

The above shall not be confined to repeated violations of a single rule or obligation and depending on the level of performance deficiency or gravity of the misconduct; the Company can skip any step. When an employee is suspended three (3) days or pending termination, the Company, at the Union's request, will meet for the purpose of discussing the bases for the suspension and discharge. The Company shall have the right to extend the three (3) day suspension pending completion of any investigation.

- B. Employees shall be required to sign written warnings as evidence of receipt only. A written warning will not be relied upon for the purposes of the progressive discipline procedure if, following such warning, the employee remain discipline free for twelve (12) months. Should the employee remain discipline free for twelve (12) months the previous disciplinary measure will be removed from the employee’s file.
- C. Violation(s) by an employee shall be addressed promptly by management. In the event where any violation or deficiency occurs and a write-up is warranted, such write-up must be issued no more than 72 Hours after the violation occurred.

12.3 – Standards of Conduct.

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

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees’ schedules/disruption to contract operations/overtime/open posts; that a minimum of four (4) hours advanced notice is required for any call-off, that four or more absences within a four-month period is considered chronic absenteeism; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment as set forth in the disciplinary matrix which may be amended from time to time by the Company pursuant to Article 4.

12.4 - Government Action.

If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 of this Agreement and shall not be found to violate this

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Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on the Company to relocate or reassign employee to any other contract; however, the Company will make every effort to relocate or reassign employees when the government request is for removal from a specific facility and not the contract.

12.5 - Voluntary Quits.

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

- A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
- B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
- C. The employee fails to report to work within forty-eight (48) hours after the expiration of an approved leave period without contacting the Company and providing verifiable evidence of their inability to return as scheduled.
- D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE

13.1-General Provision.

This procedure is the sole and exclusive procedure available to the employees and the Union for the resolution of disputes. Should any difference arise between the Company and the Union or the employees covered by this Agreement as to the meaning, interpretation, or application of the provisions of this Agreement, such difference shall be considered a grievance. Any claimed violation of statute under Article 5 shall also be considered a grievance.

In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance from becoming an individual's platform, the Union has the responsibility for

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reviewing and submitting only those grievances that are considered to have validity in its good faith judgment. Grievances shall be processed in the following manner:

13.2 - Step 1.

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

13.3 - Step 2.

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

13.4 - Step 3.

If the matter is not resolved at Step 2, the grievance, to be valid, must be presented by the Union to the Director, Operations in writing signed by the employee and/or Union Representative specifying the Article(s) of the Agreement believed violated and stating what relief is sought, no later than ten (10) working days following the written response at Step 2 or the date such response was due, whichever is later. The Director, Operations may hold a meeting with the Union President to discuss the grievance. The Director, Operations shall answer the grievance in writing within ten (10) working days after receipt of said grievance.

13.5 - Failure to Resolve Grievance

Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Article 13.6.

13.6 – Arbitration

Only grievances which involve the meaning, interpretation or application of the provisions of this Agreement shall be subject to mandatory arbitration. Only the Union shall have the right to refer such a claim or a grievance to mandatory arbitration. Claimed

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violations of statutes under Article VII shall also be subject to mandatory arbitration and may be referred to arbitration by the Union and/or the employee as set forth below.

The Union or, where applicable, the employee, within ten (10) calendar days **after Step 3 of the grievance procedure shall notify** the Company in writing of its intent to invoke arbitration. The Union or, where applicable, the employee, will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

13.7 - Decision.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Article 13.7, the cost and all expenses of the arbitrator for all Union-referred grievances shall be borne equally by the parties. For employee-referred grievances involving statutory claims, the Company shall pay such costs and expenses. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision, the losing side shall be liable for attorney and court costs to enforce compliance including through the courts.

13.8 - Special Time Limitations.

Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Director, Operations or in his/her absence, to his/her designee within **seven (7) working days** after the occurrence of the facts giving rise to the grievance.

13.9 - Failure to Comply with Time Limitations.

The time limits in the grievance/arbitration process are to be strictly construed. Any grievance shall be considered null and void if not filed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step

of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

13.10 - Limits on Arbitrators Authority.

The arbitrator shall have no authority to add to, detract from, modify or delete any provision of this Agreement and the Arbitrator shall not impose on the Company a limitation or obligation not explicitly and expressly provided for in this Agreement and intended as such.

The burden of proof in any arbitration hearing involving the discipline, suspension or discharge of an employee shall not be greater than the preponderance of the evidence. Further, the Arbitrator shall have no authority to substitute his or her sense of justice or fairness for that of the Company or impose upon the Company any obligation of industrial due process or other procedural requirement not expressly imposed by a specific provision of this Agreement. The Arbitrator shall have no authority to reduce any disciplinary action imposed by the Company.

ARTICLE 14: SENIORITY

14.1 - General Provision.

The Employer shall maintain a seniority list for all regular full-time and part-time employees employed by the Employer at each location. The Employer shall furnish the Union with copies of such lists at least once every six (6) months, or as requested by the Union. Seniority shall be defined as the length of service on the government contract without any break in service.

14.2 - Filling Vacancies.

As shift, post, or other positions open, notice will be posted within seven (7) days of the opening being realized by the company. The vacancy will be posted on the bulletin board for a minimum of seven (7) days including weekends before the position is permanently assigned. First preference shall be given to the employee with the most skill, ability; however seniority shall serve as first priority if both employees are equal. In the event the seniority between employees submitting bids is the same date, the bargaining unit member with the lowest of the last four numbers of his/her SSN shall be deemed the most senior and shall be awarded the vacancy. Any employee awarded a shift position in this manner shall be ineligible to bid on another vacancy for ninety (90) days. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

Any employee who determines to drop any days from the schedule that he has bid upon and won, for a period of longer than 6 weeks, will be deemed as relinquishing the position and the position will be placed up for bidding again.

14.3 - List.

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

14.4 -Accepting Position outside Unit.

An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her bargaining unit seniority entitles him/her available. If he/she does not return within ninety (90) calendar days, he/she shall lose their previous bargaining unit seniority and their new bargaining unit seniority date shall be the date they return to the bargaining unit.

14.5- Loss of Seniority.

Length of service will be broken with the loss of all seniority and the employee shall be deemed terminated from employment if the employee:

- A. resigns or quits for any reason
- B. is discharged
- C. is absent from work for three (3) consecutive working days without notifying his supervisor in which case he or she shall be considered a voluntary quit.. In the event of extreme circumstances involving illness or injury to the employee which prevents the employee, his or her immediate family or representative from notifying the Company, this provision shall not apply if notice is given as soon as practicable
- D. is laid off for a period of 26 weeks from the date of his or her last day of active employment or his or her length of service, whichever is less
- E. is absent due to occupational or non-occupational illness or injury for a period of 26 weeks from the date of his or her last day of active employment or of his or her length of service, whichever is less, unless granted additional leave by the Company in its complete discretion
- F. fails to return as scheduled following a leave of absence
- G. fails to return to work following a recall from layoff under section 14.8 below

H. engages in other employment while on a leave of absence, unless otherwise agreed to by the Company and the Union in writing

14.6 - Reductions in Force.

If a reduction in force is necessary, probationary employees shall be laid off first, followed by employees with the least seniority. Shift reassignments shall be by bidding. Full-time employees may bid to return on a part-time shift and be transferred to a full-time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full-time employee may decline recall to a part-time position and remain on the recall list at the option of Employer.

14.7- Government Shutdown

Should a Government Closure occur, a facility is closed by a directive of the President of the United States or the Government, the Company will pay employees who were scheduled to work at the time of the closing at least a 4 hour minimum.

For prolong Government Shutdowns the following steps should be followed to staff available openings:

- The Union shall be notified as soon as the Company is made aware of the Government shutdown.
- A list of available hours shall be provided to the Union.
- A volunteer Vacation and PTO list shall be posted. Employee will be allowed to utilize available time during the Government Shutdown.
- Remaining full-time PSOs will be reduced to 32 hours or less a week in seniority order. This will provide available hours to the greatest number of employees.
- Should it be further necessary to reduce hours of full-time PSOs, the Company will try its best to distribute the available hours fairly. Employees will be allowed to utilize accrued leave to compensate for the reduction of available hours.
- Full-time and part-time PSOs who have not received hours will be offered temporary layoff status.

The Union will assist the Company upon requested in the process.

14.8 - Call Back

Laid off employees shall have call back rights and shall be called back in the reverse order in which they were laid off. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail, return receipt. The return receipt must be signed by the employee to whom the registered mail was addressed. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith.

However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

14.9 -Employee Unable to Report

An employee, who is unable to report to work because of an occupational or non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority except as provided for in section 14.6(e) above.

14.10 - Notice to Company.

Each employee on a layoff status must notify the Company, in writing, of any changes of address and their availability for work.

14.11 - Equal Seniority.

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

14.12- Resolution of Disputes.

It is expressly agreed and understood between the parties that any alleged violation of this Article 14 shall be subject to the grievance and arbitration procedures set forth in Article 13.

ARTICLE 15: CONTINUITY OF OPERATIONS

15.1 - No Strikes.

In exchange for the Company's commitment under Section 15.2 below, the Union and the employees agree that, as to any underlying cause or dispute of any nature (including, but not limited to sympathy actions and unfair labor practice protest), there shall be no concerted or self-help action of any kind, including, but not limited to, strikes, picketing, slowdowns, sick-outs, mass absenteeism, planned inefficiency, stoppages of work of any kind, boycotts, hand billing or any other form of protest as well as any act which interferes or which is intended to interfere with or apply pressure to the Company or its business activity or the Government's operations. This obligation applies to any matte or subject, including, but not limited to all disputes, regardless of whether or not the dispute is subject to the grievance/arbitration provisions of this Agreement Neither the Union nor

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any employee shall participate in, instigate, encourage, authorize or condone any such activity or conduct. Upon hearing of any action prohibited under this Article, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a picket line to perform work at any location where such picket line is established by the Union or another labor organization or is established by any other group shall constitute a violation of this Article.

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

15.2 -No Lockouts.

During the term of this Agreement, the Company shall not lock out any employee.

ARTICLE 16: DRUG AND ALCOHOL

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

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

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

ARTICLE 17: ARREST AGREEMENT –ADVERSE INFORMATION REPORTING

Costa Security Services, LLC (dba OPS) is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of OPS' Employee Agreement; Employees are required to notify their Site/Project Manager within twenty-four hours of an arrest.

ARTICLE 18: TRAINING AND QUALIFICATION

18.1 - General.

It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. Within 30 days of expiration of any certifications/qualifications, if the employee has not yet completed or has not yet been scheduled for recertification training, it is the employee's responsibility to advise the Company of the need to be scheduled for training. The Company agrees to post a quarterly certification/qualification list.

18.2 - Trainers.

All training and associated qualifications/certifications will be conducted by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

18.3 - Payment

Except as otherwise provided in this Agreement employees attending training, presented by or coordinated at the direction of the Company, will be paid their normal base hourly rate of pay plus Health & Welfare (not to exceed 40 hours per week) for a minimum of four (4) hours up to the actual time spent in said training and all hours will count towards the calculation of overtime.

18.4 - Weapons Training

All weapons training must be provided through company instructors. Employees attending weapons qualification/re-qualification sessions scheduled and authorized by the Company will be paid in accordance with Section 18.3 of this Agreement a minimum of four (4) hours of pay up to the time spent on the range for one (1) qualification annually.

The Company shall afford employees the opportunity to qualify two (2) relays on the same day prior to his/her certification expiration date. If the employee fails the first

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qualification, the employee will be removed from the schedule and have thirty (30) days from the failure date to qualify.

If an employee is unable to successfully obtain the required qualification score for his/her contract specific weapon, the employee shall be suspended from the contract. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

Employees who fail to qualify will be provided with one (1) remedial training session paid at their normal base hourly rate of pay for eight (8) hours of training. If the employee fails to obtain the required qualification score during his/her remedial training session, he/she will be afforded additional voluntary remedial/practice sessions at the discretion of the Company but these sessions will be without pay and at the expense of the employee, as will subsequent qualification attempts. An employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her removal from the contract. An employee failing to successfully qualify or report for his/her scheduled remedial training session within this thirty (30) day period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated.

18.5 -Failure to Successfully Complete

If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee may, at the discretion of the Company, be suspended from the contract for a maximum of thirty (30) days. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) day time frame (unless such failure to report is the result of a documented emergency circumstance, inability of the Company to get the training scheduled, or due to a delay on either the company or the government's part in getting the certification issued), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

ARTICLE 19: MISCELLANEOUS PROVISIONS

19.1 - Personal Data

Employees shall promptly notify the Company's Personnel Department, through their supervisor, in writing on a Company-provided form of any change of name, address, or telephone number within ten (10) business days of such change. The Company shall be entitled to rely upon the last known address in the Company's official record.

19.2 - Break Periods

Employees will receive a paid fifteen (15) minute break for every four (4) hours worked. Employees working an eight (8) hour shift shall receive an unpaid lunch period of thirty (30) minutes. Due to single post/single staff member on duty, breaks & meals will be self-relieving and staff member will still have a duty to respond. As such, all breaks/meals will be paid.

19.3 - Labor Management Meeting

A labor-management meeting shall be scheduled once a quarter between Company and Union leadership to discuss any operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitrational. Union stewards designated in writing may attend such meetings and their presence at such must be coordinated in advance to ensure no operational scheduling impact.

ARTICLE 20: SCOPE OF AGREEMENT

20.1 - Duration

This Agreement shall be effective as stated in the Preamble of this Agreement and shall remain in force and effect until 2400 hours on September 23, 2029. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than ninety (90) days prior to the expiration date of its intent to amend, modify or terminate this Agreement.

20.2 - Severability

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

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20.3 – Waivers

This Agreement constitutes the sole Agreement between the parties and contains all the covenants, stipulations and provisions agreed upon by the parties and supersede any prior or established practices or agreements of any kind. In the administration or interpretation of this Agreement, the Company shall not be held bound to any statement, practice, understanding or agreement unless such has been specifically reduced to writing and made part of the Agreement. It is hereby acknowledged that, during negotiations preceding this Agreement, the parties had the opportunity to raise and discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment. The Union agrees that the Company shall not be obligated to bargain collectively with the Union during the term of this Agreement as to any matter covered by this Agreement including the effects of any action taken by the Company in exercise of its rights under this Agreement. As to any matter not covered by this Agreement, the Union agrees that the Company may act unilaterally and specifically waives any right which it might otherwise have to bargain, or to request or demand same, over such action or the effects thereof.

This Agreement cannot be modified, amended, added to or subtracted from except by an instrument in writing signed by a Principal of the Company and the Union.

20.4 - Successors and Assigns

Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns. Continued compliance with this collective Bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignments of assets by the employer and of any succession by another contractor to the Employer’s contract with the Government in accordance with the Service Contract Act and the National Labor Relations Act as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement effective as of the 1st day of December 2025.

FOR: United Security and Police Officer of America

By: Steve Maritas Date 9/30/2025
Steve Maritas

FOR: Costa Security Services, LLC, dba OPS Security Group

By: Jim Magnatta Date 09/30/2025
Jim Magnatta
As agent of Costa Security

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APPENDIX A – WAGES

Costa Security Services, LLC and United Security and Police Officer of America (USPOA), and its local located at USDA National Plant Germplasm Quarantine Center (NPGQC), Beltsville, MD enter into the following terms of this Addendum which will become part of the current Collective Bargaining Agreement effective September 23, 2025. All wages and benefits listed below will be effective as noted below.

The following shall be the straight time hourly rate of pay for the period designated:

Classification	Current	Effective December 1, 2025	Effective December 1, 2026	Effective December 1, 2027
Armed PSO	\$28.00	\$32.00	\$33.00	\$34.00
Armed (Sergeant) PSO	\$29.00	\$33.00	\$34.00	\$35.00

APPENDIX B – FRINGE BENEFITS

1. Health and Welfare (H&W)

The following contribution represents the Company's contribution per hours worked up to 40 (forty) hours or 2080 hours annually. Such payments will be paid directly to the Company's health and welfare plan for fringe benefits. If the employee provides creditable group health coverage such contributions shall be sent to the Company's 401k on the employee's behalf.

If an employee who elects benefits that exceeds the total H&W monies to him/her, the excess cost will be paid by the employee through a payroll deduction by the Employer. In addition, any residual monies shall be paid to the employee's 401k.

Health & Welfare	Current	Effective December 1, 2025	Effective December 1, 2026	Effective December 1, 2027
Total H & W	\$5.50	\$5.50	\$5.50	TBD

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*Health and Welfare hourly rate of pay shall be renegotiated by the parties in the successive years, as provided in the Appendix A of this Agreement.

In Witness, Whereof, the Parties have caused their duly authorized representatives to sign this Agreement on this day, September 23, 2025 in full acknowledgement of their intention to be bound by this agreement.

Steve Maritas



**National Union of Special Police Officers
(NUSPO) a division of United Federation
LEOS-PBA**

**Costa Security Services, LLC, dba OPS
Security Group**

Steve Maritas
Executive Director

Jim Magnatta
Director of Government Services
As agent of Costa Security Services, LLC

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