

EMPLOYEE HANDBOOK



**EXCELSIOR
DEFENSE**

SEPTEMBER 19, 2023

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INTRODUCTION

The purpose of this handbook is to provide you with general information regarding *Excelsior Defense* policies and procedures that are most likely to concern you during your employment.

This handbook cannot anticipate every situation or answer every question about employment. *Excelsior Defense* will be flexible in the administration of guidelines and reserves the right to change or revise these policies without notice when such action is deemed necessary by the organization. If you have any questions about the contents of this handbook, please check with your supervisor or manager for clarification.

Excelsior Defense is generally referred to as the employer throughout the Handbook. On occasion, the word "company" or "organization" is used to refer to *Excelsior Defense*.

EXCELSIOR DEFENSE, INC.

HISTORY

Established in 1999, *Excelsior Defense* has been proudly supplying government and private companies throughout the Southeastern United States with uniformed security officer services. Since our inception, we have worked hard to develop an excellent reputation for providing the maximum security possible at mutually agreed, competitive billing rates. Together with our, two wholly owned, sister companies (Meridian Quest Investigative Group, which conducts employee background investigations, and Defense Academics, a certified security officer school) we can provide a customized solution specific to our customer needs. Our Company, founded and managed by a former U.S. Marine Embassy Security Officer, has evolved into a modern and highly effective security company. At *Excelsior Defense*, our customers can expect a close personal relationship designed to ensure total satisfaction with our service. We designate key executive staff to implement a customer approved program and closely monitor its progress to ensure continued customer approval!

MANPOWER

With many qualified people to draw from, we believe in carefully selecting personnel best qualified for each assignment. Adhering to that philosophy, we place the finest officers at our customer properties and have developed enough manpower to interchange our people if needed. Our officers are dressed in police fashioned uniforms or blazers. Proper weather equipment, communications and personal protection is also assigned for their use. Our inspectors make frequent unscheduled stops at the service region of our customer property(s) to evaluate the level of performance and personal appearance of our security officers.

We are an Equal Opportunity Employer and have an Affirmative Action Plan, Drug Policy, and Background Check Policy in place. We do not discriminate against any applicant or employee for any reason other than his or her ability to perform their duties. We have security officers who have been *Excelsior Defense* employees for many years and a team of the finest officers for high profile accounts.

TRAINING

We view each applicant with the thought in mind of placement in one of our many security categories: banks, government agencies, public utilities, hotels, apartments, condominiums, retail stores, museums, office buildings, strip centers, malls, and ports. Our training program and requirements are tailored for each category. Our training exceeds every state mandated training law concerning the security profession. Our personnel are given instructions on all facets of their duties. Their training begins with the basics in security and continues through the handling of emergencies and various other specializations. All our employees undergo basic training: however, many jobs require additional training. When this is necessary, we provide it. We conduct training with ongoing classroom and internet sessions.

Our field inspectors periodically test the security officers on their retention of customers written “Guard Orders”. If the security officer cannot demonstrate retention of the information, the officer is scheduled for a training session. We continue the process until we are satisfied that the security officer can protect our customers and has complete knowledge of their customer site relative to his or her job.

When duties do not apply to the job site at which the security officer is stationed, he or she is given general instruction. Any security officer who cannot successfully complete the training required for his or her job site is transferred or relieved.

SUPERVISION

We maintain a system of twenty-four-hour supervision, seven days a week. The training of our new personnel is just one function of the supervisor’s complex duties. Each of our supervisors, before being advanced to that position, must be thoroughly familiar with the intricacies of each account. This will enable him/her to respond and assist the security officers with any problem they may have. These Supervisors are on the road for most of their shift, and when they are not responding to calls for assistance, they are making unscheduled, routine checks of the security officers. During these routine, unscheduled checks, they meet with the Contract Representatives and Site Supervisors to determine what *Excelsior Defense* can do to improve the security program. The other prime factor for being at the job site is to check the appearance and level of performance of the security officer on duty. In addition to our staff of supervisors, we have a client support staff of a Managing Director, Sales Managers Operation Managers, Payroll Personnel, Accounting and Accounts Payable Departments. Some department heads are provided with administrative and clerical assistance.

The goal of *Excelsior Defense* is to provide our customers with a comprehensive, professional, and affordable security service customized to meet their needs.

ARTICLE 1

CODE OF CONDUCT

All people who work at *Excelsior Defense* share the responsibility of observing a code of ethics. This code of ethics requires truthfulness, honesty, and integrity in all activities. In general, the following applies to all employees:

- a) To accept the responsibilities and fulfill the obligations of my role: protecting life and property; preventing and reducing losses and crimes against my employer's business, or other organizations and institutions to which I am assigned; upholding the law; and respecting the constitutional rights of all persons.
- b) To conduct myself with honesty and to adhere to the highest moral principles in the performance of my security duties.
- c) To be diligent and dependable in discharging my duties and to always uphold the laws, policies, and procedures that protect the rights of others.
- d) To observe the precepts of truth, accuracy and discretion without allowing personal feelings, prejudices, and animosities or friendships to influence my judgment.
- e) To report to my supervisor, without hesitation, any violation of the law or of my employer or client's regulations.
- f) To respect and protect the confidential and privileged information of my employer or client beyond the term of my employment, except where their interests are contrary to the law or to this Code of Ethics.
- g) To cooperate with all recognized and responsible law enforcement and government agencies in matters within their jurisdiction.
- h) To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.
- i) To always conduct myself professionally and to perform my duties in a manner that reflects credit upon me, my employer, and the security profession.
- j) To strive continually to improve my performance by seeking training and education opportunities that will better prepare me for my security duties.

ARTICLE 2

EQUAL EMPLOYMENT OPPORTUNITY

It is and shall continue to be the policy of *Excelsior Defense* that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, age, or disability, as required by state and federal law.

In compliance with the provisions of all applicable state and federal civil rights, every effort will be made to employ the most qualified individuals without regard to the above factors. Additionally, it is and shall continue to be our policy to provide promotion and advancement opportunities in a non-discriminatory fashion.

ARTICLE 3

HIRING PRACTICES AND PROCEDURES

It is the policy of *Excelsior Defense* to recruit, interview and employ only qualified individuals without regard to race, religion, national origin, sex, or age. Such individuals make up a stable work force that is easily trained, can keep pace with changing demands, are committed to the organization and the job at hand, and attract other highly qualified applicants.

Excelsior Defense has set the following minimum criteria for Security Officer Candidates:

1. Must be at least 18 years of age.
2. Must possess a high school diploma or GED.
3. Must not have any felony or misdemeanor convictions.
4. Must have the ability to perform the essential functions of the job with or without a reasonable accommodation for any qualified disability under the Americans with Disabilities Act or other applicable state or federal law.
5. Must have honorable discharge from military.
6. Must not have been terminated from previous employment for other than honorable circumstances unless extenuating causes can be documented and appropriately verified.
7. Must have 1 year's previous experience in security, law enforcement, or military.
8. Must take and pass a drug screen test.
9. Must pass a background investigation.
10. Must be a U.S. citizen or have all necessary i.e., paperwork.
11. Must possess at minimum a valid state security license.
12. Must be able to hear and respond to spoken voice, alarms, telephone/radio calls.
13. Must be able to distinguish color (i.e.: visual displays, badges).
14. Must speak fluent English to understand questions and directions to carry out instructions.
15. Must read fluent English to understand directions, read credentials, badges, etc.

16. Must be able to record information legibly in English (i.e.: reports, logs).
17. Must submit to fingerprinting.
18. Must submit to an FBI records check.
19. Integrity of personal data may be checked – must submit to a polygraph.
20. Must be bondable and insurable.

Most assignments require the following movement requirements:

1. Must be able to sit, stand, lift and bend throughout shift.
2. Must be able to lift, carry or hold a minimum of 40 lbs.
3. Must be able to walk 4-5 miles per shift.
4. Must be able to climb stairs.

If a candidate is unable to meet any of the movement requirements, *Excelsior* will evaluate the limitation in relation to the essential functions of the specific job assignment applied for and will discuss with the applicant whether a reasonable accommodation is available. However, in all cases, candidates must meet the minimum requirements not only for the routine duties of an assignment, but also for foreseeable emergencies that may occur while they are on duty.

The *Excelsior Defense* screening, evaluation and selection process is conducted to ensure our customers are provided professional security personnel who are experienced, dependable, and subject to high retention. Our step-by-step approach to this process is unique, in that it permits our quality control department to eliminate individuals should they fail to meet the criteria established at each step.

ARTICLE 4

DRUG POLICY

Excelsior Defense is committed to providing a safe work environment and to fostering the wellbeing and health of its employees. That commitment is jeopardized when any *Excelsior Defense* employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. Therefore, *Excelsior Defense* has established the following policy:

Violation Statement I:

It is a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.

Violation Statement II:

It is a violation of company policy for anyone to report to work under the influence of illegal drugs or alcohol-that is, with illegal drugs or alcohol in his/her body.

Violation Statement III:

It is a violation of the company policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications. Employees are responsible for notifying his/her supervisor if the prescribed medication will affect the employee's ability to perform any function of his or her job.

Violation Statement IV:

Violations of this policy are subject to disciplinary action up to and including termination of employment.

Supervisory/Management Responsibility Training:

Supervisors will be responsible for the overall job performance of those they supervise. They have a significant role in establishing and maintaining all of the company's programs. Once annually supervisors will be trained on how to implement and enforce this policy. The training is not intended to train supervisors to be drug or alcohol abuse experts, counselors or to conduct medical evaluations. Supervisors are not required to undertake any actions beyond their normal supervisory responsibilities.

Employee Education:

The Company will provide drug and alcohol awareness information to all employees. This will include the company's policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of counseling and treatment through the employee assistance program.

Responsibilities of Coworkers:

All employees are expected to be concerned about working in a safe environment; they are responsible for reporting any knowledge of any violations of the intent of this policy to their immediate supervisors. False accusations will result in disciplinary action up to and including termination of employment.

Drug Testing Statement:

The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug or alcohol abuse problems. Sample Company is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health, and wellbeing of its employees.

Pre-Employment Testing I:

All job applicants who are conditionally offered a position at will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test result will be denied employment.

Pre-Employment Testing II:

Applicants will be asked to sign a consent form to undergo drug testing should a position be offered to them prior to any interview occurring. If an applicant refuses, they will be considered disqualified, and the employment process will be terminated.

Post-Accident Drug Testing:

Employees will be tested if an accident occurs on company premises or at any time and results in an injury to anyone that requires outside medical attention, or when the employee is determined to have caused or contributed to that accident.

Reasonable Suspicion Drug Testing:

Testing that is conducted when there is information about an employee's appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

Random Drug Testing:

All employees will be subject to random testing.

Drug Testing Assurances:

Only certified drug testing laboratories will be used.

Closing Statement:

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. "As a condition of employment, employees must notify the company in writing of any conviction or a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction. Failure to do so will result in immediate termination."

ARTICLE 5

ALCOHOL AND PHYSICAL EXAMINATIONS

The drinking of alcoholic beverages while on duty or being intoxicated while assuming duty is prohibited. No person who is incapacitated or who has consumed alcoholic beverages during this period will be posted as a security officer. Any employee who has been placed on any medication by a Medical Health Care Services Provider that makes the employee incapable of standing duty will notify the Supervisor in charge or the Management. It is the responsibility of each employee to ensure his relief is fit. If in doubt; do not affect relief, log the reason in the guard log, and immediately notify the Supervisor in charge or the Management.

If any employee demonstrates an inability to perform the tasks required of them in the performance of their regular duties as a security officer, the company may require said employee to receive a comprehensive physical examination at a location or by a doctor of the company's choosing at company expense to determine continued employability. Any report from the doctor to the company shall be limited to a medical opinion as to whether

the employee is able to perform the tasks required of them in their regular duties as a security officer. The doctor shall not disclose to the company the underlying medical information upon which the opinion is based, or any confidential medical information revealed by the employee in connection with the physical examination.

If the physical examination determines that the employee is unable to perform all his/her duties as required for the position they hold, then the employee may choose an independent second opinion at their expense before any determination is made.

If in conclusion the employee is unable to safely perform his/her duties for the position they hold, they will then be released from continued employment, due to no fault of their own.

Additionally, if any employee appears to be under the influence of drugs or alcohol while on duty as determined by a supervisor and verified by another party within the company or from without, the employee understands that they will be subject to a blood test or urine test to be determined by the company, at company expense.

If the results of a drug or alcohol test are positive, the employee can obtain a second test at their own expense before any determination is made. The results must be made available to the company.

If the results of an initial drug or alcohol test are positive and the second test, if desired, are still positive, the employee will be terminated without further delay, losing all rights and benefits of employment with no re-hire capability and no recourse, unless otherwise provided under applicable law.

Refusing to be tested to determine alcohol or drug use while on the job is just cause for immediate termination with loss of all rights, benefits, re-hire, or recourse.

ARTICLE 6

SEXUAL HARASSMENT/DISCRIMINATION

It is *Excelsior Defense's* policy to maintain a work environment free of unlawful discrimination for all employees.

Sexual harassment is unacceptable conduct and violates this policy. *Excelsior Defense's* policy concerning sexual harassment in the workplace is very clear: it's against the law and will not be tolerated.

Sexual harassment encompasses a wide range of unwanted, sexually directed behavior and has been defined in the following manner:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- 3) Such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment."

A hostile environment includes jokes, vulgar comments, sexually suggestive cartoons, or posters, as well as actual physical abuse.

Sexual harassment applies to the conduct of a supervisor toward a subordinate, an employee toward another employee, a non-employee toward an employee, or an employee toward an applicant for employment. Sexual harassment can apply to conduct outside the workplace as well as on the work site.

Discrimination based on race, color, religion, sex, national origin, age, disability, or any other protected class under federal, state, or local law is unacceptable conduct and violates this policy: it's against the law and will not be tolerated. Also prohibited is retaliation for complaints of sexual harassment and discrimination. Retaliation includes any adverse employment action against an employee because that employee has complained about or resisted harassment, discrimination, or retaliation, or has cooperated in an investigation. Refusal to cooperate in an investigation of harassment or retaliation is also prohibited. Employees who wish to register a complaint should do so through the Managing Director. If for any reason you are not comfortable making a complaint to the Managing Director, you may make a complaint directly to the President of the company. If you are aware of any incident of sexual harassment, discrimination or retaliation directed toward you or any other individual, you are required to immediately report it. Allegations of sexual harassment, discrimination, or retaliation will be investigated thoroughly. The facts will determine the response to each allegation. Substantiated acts of sexual harassment, discrimination, or retaliation will be met with an appropriate disciplinary action up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding discharge.

ARTICLE 7

INITIAL EMPLOYMENT PERIOD

The first day of your employment, whether you are in orientation or at work, is considered your employment date.

Your initial employment period is the first 90-calendar days of employment. During this period, you are evaluated regarding on-the-job performance. The successful completion of this probationary period should not be construed as creating a contract or guaranteeing employment for any specific duration. Employment may be ended during this period or any time after the initial employment period by you or *Excelsior Defense* for any reason. If you fail your 90-day probationary employment period, *Excelsior Defense* has the option of lowering your last paycheck wages to the federal or state minimum wage (whichever is higher).

ARTICLE 8

BACKGROUND CHECKS

All employees will be subject to a comprehensive background investigation which will determine their suitability for employment. Any applicant found to have lied on an application will be automatically considered unsuitable. Other possible disqualifying findings will be handled on a case-by-case basis as they apply at the time of application and background findings returned. Any employee who has been hired and later found to have lied or withheld information which would have disqualified them for employment, will be terminated immediately.

EMPLOYMENT BACKGROUND SERVICES CONDUCTED

1. County Criminal Records Search-Criminal record search for Felony and Misdemeanor charges (single repository) at the appropriate county court in the jurisdiction coinciding with listed residence(s). The period covered will be from 18 years of age or the most recent (3) year period, whichever is the most current.
2. Statewide Criminal Record Search-Criminal record searches for Felony and Misdemeanor charges for the most recent (7) year period at the appropriate state repository covering current residence.
3. County Civil Litigation Record Search-County civil litigation record search provides a physical search and examination of county files of the current residence for pending lawsuits, legal action, or judgments for the most recent (5) years.

4. Employment History Verification-Employment record verification inquiry with the most recently listed employer. We will attempt to verify the subject's current or prior employment status from the Human Resources Department. Applicant's current employer will be contacted unless specifically noted otherwise by the applicant.
5. Education History Verification-A check will be made to verify the subject's high school diploma or highest degree claimed. If none is claimed, we will verify the highest educational experience listed.
6. Motor Vehicle Records Check-A motor vehicle check will be conducted in the state that issued the subject's current driver's license for driving history and license status information (DWI, DUI, etc.).
7. Social Security Number (SSN) Verification-Using subject's listed SSN this check will validate the name(s) and address) s) associated with that SSN.

ARTICLE 9

STANDARD JOB REQUIREMENTS

- A. Character
- B. Attitude and ability to handle people.
- C. Appearance
- D. Deportment
- E. Knowledge of Job

A. Character: Officers will be honest, courageous, alert, well disciplined and loyal.

Failure to prevent damage or theft of client or company property, acceptance of bribes or fees, being dishonest, permitting the violation of company rules, or engaging in sharp practices of any kind is cause for immediate dismissal.

Since an element of danger is always involved in an officer's operation, an officer who lacks courage is of little value. Officers will display courage in physical danger and during emergencies. Moral courage is required to report fully and accurately all violations of company rules and to help enforce the law on the property.

Continued alertness is essential and might mean the difference between life and death. As mentioned above, some duties such as patrolling tend to become somewhat monotonous in time because of the routine nature. However, since the very purpose of such routine responsibilities is to protect employees and patrons of our customers and may involve danger, officers will be constantly alert for their protection as well as for the protection of the property assets.

Prompt obedience and proper execution of all orders given by superiors is always necessary. An officer will never leave his or her patrol assignment until relieved or ordered to do so, and he or she will not allow personal likes and dislikes to influence his or her performance.

Our officers will be completely loyal to their job, *Excelsior Defense*, and our customers. All decisions will be based on what is best for our customer. Officers will also be of such character that he or she can be trusted with confidential information.

- B. Attitude:** As mentioned earlier the security officer is often the first contact a patron or employee has with our customer. The way the patron or employee is greeted and his or her questions are answered may greatly affect his or her appraisal of the customer and his or her subsequent attitude toward it.

Courtesy is the expression of consideration for others; it eliminates friction and makes personal associations pleasant. By demonstrating constant consideration for others, the officer can obtain cooperation for everyone, which is essential. In answering questions, in giving directions, and even in enforcing rules or traffic regulations, officers must be courteous. A firm attitude does not require belligerence. Repeated questioning by a patron or employee, even when such questions appear ridiculous, should not result in sullen responses.

Restraint: Officers will act without haste or undue emotion, not to use abusive language, not to argue with anyone, and to avoid force if possible. They will be constantly calm, dignified bearing engenders respect, and will usually be more effective than a belligerent attitude. Officers will perform their duties without assuming a threatening attitude, and they will be instructed to be impersonal in always carrying out their assignments. Officers will be interested in their jobs at our customer's property. Unless he or she takes an interest and gets satisfaction from his or her work, their attitude toward the public and the employees may be poor.

- C. Appearance:** Since a good personal appearance is generally accepted as a counterpart of ability, each officer will be clean in person as well as in dress. Appearance is important, because customer patrons and employees will gain a good impression and have more respect for the *Excelsior Defense* officer(s). An individual officer can influence, either favorable or unfavorable, the opinions of a large segment of people. Some of the ways that an officer can create a bad impression through a bad appearance are uniforms worn improperly; smoking cigarettes or cigars in the public view; hands in pockets; dirty; ill-fitting uniforms and poorly maintained equipment; slipshod or slothful manners and attitude; loud and boisterous conduct and language; use of obscene language; offensive breath and body odors, and disrespect.

D. Deportment: Good behavior is important at all times, especially when in uniform. A military bearing is expected. Officers will not lounge or slouch with hands in pockets. *Excelsior Defense* Officers will:

- 1) Be courteous and friendly.
- 2) Be dignified and confident in their ability.
- 3) Be sincere.
- 4) Be calm and always maintain composure, both on and off the job.
- 5) Not bluster or be over-officious.
- 6) Meet people easily and be tactful and considerate.
- 7) Maintain personal poise and show respect to their superiors and individual members of the public.
- 8) Not indulge in abusive oratory or display personal vindictiveness.
- 9) Maintain their person and uniform as well as possible.
- 10) Give assistance willingly and cheerfully, within duty guidelines.
- 11) Be exemplary in their conduct whether on or off duty.

E. Knowledge of Job: Learning is a never-ending process for *Excelsior Defense* officers. For example, requirements or rules, as well as location of areas or personnel requiring protection, change frequently. It is vital that our officers be thoroughly familiar with the SOP (standard operation procedures) of our customers if he or she is to do an efficient job of protecting them, and so that the officer can perform the public relations aspect of the job-giving information to patrons and employees.

ARTICLE 10

ORIENTATION

You will be required to attend a general orientation session conducted on or after the date of your employment. The purpose of orientation is to acquaint you with *Excelsior Defense's* philosophy, policies and procedures and other information related to your employment.

ARTICLE 11

EXCELSIOR DEFENSE POSITION DESCRIPTION

LABOR CATEGORY

Project Manager

Responsibility and Authority: The Project Manager is the senior *Excelsior Defense* executive assigned to a security project employing up to 100 security, supervisory and/or support personnel except when a direct report to a General Manager. Personnel may be assigned to a specific physical location or multiple locations within a city, county, state, or region. This position is delegated authority to act on behalf of the corporation and is a direct report to the client. The Project Manager is delegated authority and autonomy necessary to fulfill all managerial, administrative, operational and contract responsibilities required for the management of a security project in the fulfillment of scope-of-work mandates, and in meeting *Excelsior Defense* policy and procedures requirements. The Project Manager is a direct report to *Excelsior Defense* corporate level executive management except when the position is a direct report to a General Manager who becomes the direct report to the client and corporate.

Minimum Educational, Experiential Requirements: Graduate of an accredited Junior or Community College with a degree in an associated discipline, and/or five (5) years private security experience with two (2) years in a management or supervisory position, and/or a graduate of an accredited local, county, state, military or Federal law enforcement academy with five (5) years law enforcement or security experience with two (2) years in a management or supervisory position.

General Tasking: Provide management, leadership, planning, data and financial analysis, technical guidance and oversight; ensure positive client relationships, responsiveness, satisfaction, partnering, issue resolution and solutions input; ensure effective employee relations, supervisory performance evaluations, and conduct fair and impartial disciplinary actions; ensure operational effectiveness and efficiency, quality assurance, safety, training, employee development, records management, budget and fiscal control, innovation. Exercise sound judgment, critical thinking, and analysis; testifies in administrative hearings, civil and criminal proceedings; Specific job-descriptions are customized to meet the requirements of each project, exigent circumstances related thereto, and are subject to client approval.

Citizenship: United States of America

Assistant Project Manager

Utilization: The position of Assistant Project Manager is considered for utilization when a project is of sufficient size (number of security, supervisory, and/or support personnel,) and/or when management-work-load factors, geographic distribution factors, and/or complexity of scope-of-work justifies the position, and/or when delivering a specialized or highly technical scope-of-work.

Responsibility and Authority: The Assistant Project Manager is a direct report to the Project Manager and fills the Project Manager position in the absence of the Project Manager. The Assistant Project Manager is tasked various managerial, administrative, operational and contract responsibilities required for the efficient and cost-effective management of a security project in the fulfillment of scope-of-work mandates, and in meeting *Excelsior Defense* policy and procedures requirements. Specific job descriptions are developed to meet the requirements of each project, exigent circumstances related thereto, and subject to client approval.

Minimum Educational, Experiential Requirements: Graduate of an accredited Junior or Community College with a degree in a relevant discipline, and/or five (5) years private security experience with two (2) years in a management or supervisory position, and/or a graduate of an accredited local, county, state, military or Federal law enforcement academy with five (5) years law enforcement or security experience with two (2) years in a management or supervisory position.

General Tasking: Provide management, leadership, planning support, data and financial analysis support, technical guidance and oversight; contribute to positive client relationships, responsiveness, satisfaction, partnering, issue resolution and solutions input; ensure effective employee relations, supervisory performance evaluations, and conduct fair and impartial disciplinary investigations and reviews; ensure operational effectiveness and efficiency, quality assurance, safety, training, employee development, records management, budget and fiscal control, innovation. Exercise sound judgment, critical thinking, and analysis; testifies in administrative hearings, civil and criminal proceedings; specific job-descriptions are customized to meet the requirements of each project, exigent circumstances related thereto, and are subject to client approval.

Citizenship: United States of America

Supervisor

Responsibility and Authority: The Security Officer Supervisor is uniformed and may be armed or unarmed and functions with or without limited arrest authority; shift-supervisors supervise uniformed and non-uniformed Security Officers assigned to a specific shift at a facility or within a geographic area; shift-supervisors are responsible for and provide oversight of all aspects of security operations and administrative functions in their assigned area during their tour of duty.

Minimum Educational, Experiential Requirements: Graduate of an accredited high school or a Certificate of Completion of General Education. Must be at least 21 years of age, graduate of a certified civilian, or military law enforcement academy, and/or any combination of training, seminars, experience or education that provides the knowledge required to perform required tasking; knowledge of laws, law enforcement procedures, and use of Deadly Force Policy if armed; three (3) years law enforcement experience and/or one (1) year of security or related supervisory experience; must have or be able to qualify for a secret clearance or an interim secret clearance as required; completion of state or local sanctioned basic security guard/officer and firearms training program if armed, meeting licensing requirements and issuance; successful completion of required background, medical examination, illegal drug screening, training, and all training required by the company. The candidate for this job-category must demonstrate leadership skills, communications skills, maturity, sound judgment, excellent character, work-ethic, job-completion skills, and dependability.

General Tasking: leadership, oversight, inspection and support of security personnel and security operations; ensures compliance with task orders, client and *Excelsior Defense* policies and procedures; ensure proper use, accountability, and care of Government furnished property; conducts routine self-assessments in compliance with requirements of the Quality Control/Assurance Plan; ensures compliance with applicable provisions of Safety, Health and Environmental Plans; uses delegated authority in disciplinary actions and makes disciplinary recommendations as appropriate; provide deterrence against unauthorized and/illegal activities, including potentially life-threatening activities, protection of information, programs, Government facilities and Government property; ensures the safety and security of client personnel, visitors and property; provides deterrence against the commission of wrongful and unsafe acts; aids in discovery and reporting of security violations; early notice of emergencies, preliminary evaluation, response to, reporting and assurance of appropriate contractor, civil/federal response; makes detention of miscreants when lawful and appropriate; schedules; counsels and disciplines personnel, inspects, spot-trains, up-dates to client/*Excelsior Defense* Post Duties, conduct quality assurance compliance program, etc.; Shift Supervisors promote law and order; lead, teach and motivate security personnel; conduct access control functions related to employee, visitor, and guest ingress and egress in controlled environments; provide directions, and informational assistance to employees, visitors and guests. responds per client directives and instructions to emergency situations including, but not limited to: demonstrations; crowds that pose a threat; bomb threats; bombings; civil disturbances; security breaches; fires; explosions; electrical failures; loss

of water pressure; chemical and gas leaks; natural disasters; biological, nuclear and chemical threats; medical emergencies; facility alarms (security, fire-alarm, duress, and intrusion detection systems) security violations; remains alert to security risks and exposures, and reports, records, security, medical or other incidents; conducts general observation for fire or other hazardous conditions; secures entrances and exits during periods of an emergency; controls, issues and records visitor passes; maintains duty logs, and records; prepares written reports detailing security related activity and incidents; communicate via two-way radios and cellular phones; proficient in the use of hand-held firearms and such other lethal and non-lethal equipment as required for task fulfillment; testifies in administrative hearings, civil and criminal proceedings; Shift Supervisors conduct themselves in a courteous and professional manner when interacting with co-workers, civil/federal law enforcement personnel, client employees, visitors and guests. This position intervenes when action to safeguard persons or property is appropriate.

Citizenship: United States of America

Court Security Officer

Responsibility and Authority: The Court Security Officer is uniformed and may be armed or unarmed and function with or without limited arrest authority depending on client requirements and authority to grant limited or full powers of arrest; CSO's provide deterrence against unauthorized and/illegal activities committed on Courthouse properties and generally promote a safe and secure environment for the Court; tasking involves protection of Judges, prosecutors, defense attorneys, court officials, support staff, defendants, plaintiffs (civil), witnesses and all other parties having business with the Court.

Minimum Educational, Experiential Requirements: Graduate of an accredited high school or a Certificate of Completion of General Education; must be at least 21 years of age, graduate of a certified civilian, or military law enforcement academy, and/or completion of state security officer licensing requirements and if armed, meet firearms qualifications as mandated by law and/or the client and/or *Excelsior Defense*; knowledge of laws, law enforcement procedures, and use of Deadly Force Policy if armed; three (3) years law enforcement or security experience; must have or be able to obtain client required clearance; state driver's license; completion of state or local sanctioned basic security guard/officer and firearms training program meeting licensing requirements and issuance; meet client and/or *Excelsior Defense* required background, medical and psychological examination, illegal drug screening, mandated physical fitness tests, and all training required by the company. The CSO must demonstrate maturity, sound judgment, excellent character, work-ethic, job-completion skills, dependability, and speak and write English fluently and communicate effectively using tact.

General Tasking: CSO's promote and maintain law and order through their presence and in controlling access to the Court by employees, visitors, and guest during ingress and egress and in conducting perimeter security functions; make detections of miscreants when lawful and appropriate; provide directions, escorts, and informational assistance to employees, visitors and guests; work from a fixed post and/or conducts foot and/or mobile roving patrols of facilities, grounds, parking lots, garages, and out buildings, screens individuals, visually inspects packages and vehicles, etc.; confiscates contraband, functions under specific instructions applicable to each post; monitors intrusion detection, personal security devices (duress alarms), CCTV, operates x-ray machines, magnetometers; hand-held metal detectors, operates traffic control gates and doors, pedestrian control devices and turnstiles; process law enforcement officer/agents weapons; responds per client directives and instructions to emergency situations including, but not limited to: demonstrations; crowds that pose a threat; bomb threats; bombings; civil disturbances; security breaches; fires; explosions; electrical failures; chemical and gas leaks; natural disasters; biological, nuclear and chemical threats; medical emergencies; security violations; remains alert to security risks and exposures, and reports, records, security, medical or other incidents; conducts general observation for hazardous conditions; enforces Banning Orders; secures entrances and exits during periods of an emergency; maintains duty logs, and records; prepares written reports detailing security related activity and incidents; communicates via two-way radios and cellular phones; wears level 3 A ballistic protection vest; if armed proficient in the use of hand-held firearms and such other lethal and non-lethal equipment as required for task fulfillment; testifies in administrative hearings, civil and criminal proceedings; CSO's conduct themselves in a courteous and professional manner when interacting with co-workers, civil/federal law enforcement personnel, client employees, visitors and guests; safeguards Government property; this position intervenes when action to safeguard persons or property is appropriate.

Citizenship: United States of America or, where excepted and approved by the Contracting Officer Representative, legal resident aliens with proper INS-issued work permits.

Security Clerk

Utilization: The position of Security Clerk is considered for utilization when a project is of sufficient size (number of security, supervisory, and/or support personnel,) and/or when management-work-load factors, geographic distribution factors, and/or complexity of scope-of-work justifies the position, and/or when delivering a specialized or highly technical scope-of-work.

Responsibilities: performs administrative and clerical duties following directions, procedures, and guidelines.

Minimum Educational, Experiential Requirements: graduate of an accredited High School or possess a General Education Development certificate and/or any combination of training, seminars, experience or education that provides the knowledge required to perform tasking requirements; must be skilled in the use of a computer, and word processing and spreadsheet applications software to include Microsoft Office, MSWord, Excel, and general office equipment; must clearly speak English and demonstrate excellent verbal and written communication and analytical skills; requires the ability to effectively deal with both internal and external customers.

General Tasking: answering telephone, taking, and delivering messages, use of a computer and knowledge of job-related applications software, typing, filing, mail receipt, sorting and delivery, database entry and maintenance, and providing general clerical support functions; perform in a courteous and professional manner when interacting with co-workers, public safety personnel, client employees, visitors and guests.

Citizenship: United States of America or, where excepted and approved by the Contracting Officer Representative, legal resident aliens with proper INS-issued work permits.

Guard I Unarmed

General Duties and Responsibilities: Provides deterrence against the commission of wrongful acts committed against client employees, visitors, guests, their persons and property and property of the client; aids in discovery of security violations and early reporting of emergencies; provides directions, and informational assistance to employees, visitors, and guests. Works from a fixed post and/or conducts roving patrols of facilities, grounds, parking lots, garages, and outbuildings, etc. Remains alert to security risks and exposures and reports security, medical or other incidents requiring a public safety response and conducts general observation for fire or other hazardous conditions. Monitors intrusion detection, personal security devices, CCTV, fire, and water pressure systems; screens employees, guests and visitors entering assigned area; controls, issues and records visitor passes; maintains duty logs, and records visitor ingress and egress. Prepares written reports detailing security related activity and incidents and is direct report to first-line supervisor; testifies in administrative hearings, civil and criminal proceedings; this position intervenes only when minimal action to safeguard persons or property is appropriate. Unarmed Guard I job-descriptions are customized to meet the requirements of each assignment, exigent circumstances related thereto, and are subject to client approval.

Minimum Educational, Experiential Requirements: Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience/education requirements: three (3) years of security experience within past five years; or three (3) years civilian or military work experience; or attendance at an institution of higher learning earning an Associate's Degree, or a minimum of sixty (60) semester hours of college coursework in any field of study; or a graduate of an accredited local, county, state, military or federal law enforcement academy; or any reasonable combination of the foregoing, except when exempted by GSA Federal Protective Services rules or law; and completion of state or local sanctioned basic security guard/officer training program meeting licensing requirements and issuance; Must be 21 years of age or older; and must successfully complete GSA Federal Protective Services required screening and training, and all training required by the company; the candidate for this job-category must demonstrate maturity, sound judgment, excellent character, work-ethic, job-completion skills, and dependability.

Citizenship: United States of America or, where excepted and approved by the Contracting Officer Representative, legal resident aliens with proper INS-issued work permits.

Guard II Armed

General Duties and Responsibilities: Provides deterrence against the commission of wrongful acts committed against client employees, visitors, guests, their persons and property and property of the client; aids in discovery of security violations and early reporting of emergencies; provides directions, and informational assistance to employees, visitors, and guests. Works from a fixed post and/or conducts roving patrols of facilities, grounds, parking lots, garages, and outbuildings, etc. Remains alert to security risks and exposures and reports security, medical or other incidents requiring a public safety response and conducts general observation for fire or other hazardous conditions. Monitors intrusion detection, personal security devices, CCTV, fire, and water pressure systems; screens employees, guests and visitors entering assigned area; controls, issues and records visitor passes; maintains duty logs, and records visitor ingress and egress. Prepares written reports detailing security related activity and incidents and is direct report to first-line supervisor; testifies in administrative hearings, civil and criminal proceedings; When appropriate aids Unarmed Guard I, II positions. This position intervenes when action to safeguard persons or property is appropriate.

Armed Guard job-descriptions are customized to meet the requirements of each assignment, exigent circumstances related thereto, and are subject to client approval.

Minimum Educational, Experiential Requirements: Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience/education requirements: three (3)

years of security experience within past five years; or three (3) years civilian or military work experience; or attendance at an institution of higher learning earning an Associate's Degree, or a minimum of sixty (60) semester hours of college coursework in any field of study; or a graduate of an accredited local, county, state, military or federal law enforcement academy; or any reasonable combination of the foregoing, except when exempted by GSA Federal Protective Services rules or law related to incumbent employees; must be computer literate; knowledge of laws, law enforcement procedures, and use of Deadly Force Policy; must meet legal mandates and training requirements for arrest authority when arrest authority is a requirement; must have or be able to obtain client required clearance; possess a valid state driver's license; completion of state or local sanctioned security guard/officer and firearms training program meeting licensing requirements and issuance; possess a valid concealed carry permit (non-uniformed); meet client and/or *Excelsior Defense* required background, medical and psychological examination, illegal drug screening, mandated physical fitness tests, and all training required by the company; must be 21 years of age or older; the candidate for this position must demonstrate maturity, sound judgment, excellent character, work-ethic, job-completion skills, dependability, speak and write English fluently and communicate effectively using tact.

Citizenship: United States of America or, where excepted and approved by the Contracting Officer Representative, legal resident aliens with proper INS-issued work permits.

ARTICLE 12

LICENSE AND CERTIFICATION

It is a condition of employment for all employees to possess and maintain their state required security officer license whether armed or unarmed. Employees, who possess such qualifications such as ASP, PR-24, Mace, or Handcuffs, will provide *Excelsior Defense* and their Supervisor at the time of employment, copies of their professional certification, registration, or license to be included in their personnel file. Employees must furnish *Excelsior Defense* and their Supervisor copies of renewals as well. It is a condition of employment for armed employees at *Excelsior Defense* to take annual firearms qualification training. Firearms used for qualification shall be of the same type, model and caliber as will be used while the Employee armed and on duty.

ARTICLE 13

IDENTIFICATION CARDS

You are issued an identification card on your first day of employment for your use only. This identifies you as an employee to other staff members, clients, state, and federal agencies. Employees will be required to have an identification card while on duty. Identification cards are to be returned to Management at the end of employment.

ARTICLE 14

EMPLOYMENT CLASSIFICATIONS

All employees are employed for an indefinite term. Therefore, either the employee or the employer may terminate their relationship at any time with or without cause.

Full-time Employee: An employee who is regularly scheduled to work 80 hours per pay period and is placed in a full-time position.

Part-time Employee: An employee who is regularly scheduled to work less than 72 hours but at least 32 hours per pay period and is placed in a part-time position.

ARTICLE 15

TRANSFERS/PROMOTIONS/RANK STRUCTURE

If you have difficulties working on a particular job site, you may request a job site transfer by notifying your supervisor. Promotions are given pending on experience, license, performance, and length of duty. Supervisors will periodically conduct evaluations on all employees. If new job sites demand a rank promotion, then *Excelsior Defense* will call upon full time employees before hiring outside security officers.

Security Officer: No rank insignia.

Security Officer First Class:

Corporal: Field Officer

Sergeant: Security Specialist.

Staff Sergeant: Area Security Supervisor

Gunnery Sergeant: County Security Supervisor



Lieutenant: Training Officer



Captain: Operations Manager



Major: Sales Manager



Lieutenant Colonel: District Manager



Colonel: Managing Director



ARTICLE 16

PERSONAL REQUIREMENTS WHILE ON DUTY

1. No hands in pockets
2. No smoking/chewing in public view or restricted areas
3. No gum chewing.
4. No slothful mannerisms or attitudes
5. No loud, boisterous, or obscene language
6. Do not be disrespectful.
7. Always be courteous and friendly.
8. Act dignified, sincere and considerate.
9. Always be calm and composed.
10. No body visible body piercings
11. Ladies: post earrings only – nothing that dangles
12. No large, “flashy” glasses of any kind
13. No “grills”

ARTICLE 17

SAFETY ON THE JOB

Safety is a priority at *Excelsior Defense*, and you are responsible for safety on the job. To create a safe place to work, everyone must be safety conscious. Report any unsafe or hazardous conditions directly to your supervisor in a timely manner. Every effort will be made to remedy problems identified. Employees will write a FIR afterward. In case of an accident involving a personal injury, regardless of the seriousness, write an FIR and notify your supervisor. If your supervisor is unavailable when the injury occurs, notify the next-level manager immediately. If you are injured, you will be referred for treatment to an authorized treating physician, or a designated emergency department depending upon your location.

Ideally, you need to report your injury immediately to your supervisor. The corporate office must be notified as soon as possible but NO LATER than 5 days from when the injury occurred. If you fail to report the injury within 5 days, this will result in progressive disciplinary action for failure to follow procedure.

ARTICLE 18

CONFIDENTIALITY

Everything we do is confidential and will not be disclosed or discussed with anyone outside of the company. All printed material such as logbooks, F.I.R.'s, personnel handbooks, training manuals, employee lists, client site lists, etc. will not be disclosed to any unauthorized persons (persons outside the company). Discussion of such subjects may lead to legal action by the company. All inquiries will be referred to Management, regardless of nature. No employee shall be permitted to discuss anything with individuals connected with the press (printed or electronic). This not only includes matters concerning the clients we are hired to serve, but personnel matters, company operations, business matters, disclosure of training techniques, and other like information are grounds for immediate termination. It is the responsibility of Management to disclose company matters to ensure that no misinformation is presented. Misinformation many times can injure a company and its reputation if taken out of context. In view of these and many other reasons, it is best that all inquiries go through Management. Matters involving an investigation by an official agency where we (company or employee) are involved may be discussed with that agency in the case of sharing of information relevant to the investigation. All other inquiries shall be referred to Management. Matters involving a client, where the client is involved, may be discussed with that client, if the information is relevant. Matters about one client will not be discussed with other clients. If ever there is a doubt about discussing anything with anyone, for any reason, the safe move is, refer it to Management.

The employee agrees not to compete, either directly or indirectly, with the business of *Excelsior Defense* for a period of 1 year from the date of the employee being terminated or resigning from *Excelsior Defense*. This agreement will extend for a radius of 50 miles from each office location of *Excelsior Defense*. The employee agrees that “not to compete” means that the employee will not engage in any manner in a business or activity like that of the employer *Excelsior Defense*. If the employee violates this agreement, the employer will be entitled to an injunction to prevent such competition, without the need for the employer to post any bond unless required by law. In addition, *Excelsior Defense* will be entitled to any other legal relief.

All printed material such as logbooks, reports, company handbooks, training manuals, employee lists; client site lists, etc. will not be disclosed to any persons outside *Excelsior Defense* for a period of 1 year from the date of the employee being terminated or resigning from *Excelsior Defense*.

ARTICLE 19

EMPLOYMENT OF RELATIVES

Members of an immediate family may not be supervised, directly or indirectly, by a member of *Excelsior Defense's* Management.

Other employment of relatives (including spouses) will be reviewed on a case-by-case basis to ensure that such employment does not result in conflicts of interest or other consequences adverse to business operations.

ARTICLE 20

FRATERNAZATION

Excelsior Defense prohibits all unprofessional relationships with employees within *Excelsior Defense* whom you supervise or are supervised by, which: Compromise chain of command, cause partiality or unfairness, involve the improper use of rank for personal gain, are exploitative or coercive in nature, or create an adverse impact on discipline, authority, and morale or mission accomplishment. Relationships with the client, tenants, residents, employees, or vendors for whom you protect, that appear to violate any of the above standards may also be prohibited. Employees are cautioned to avoid not only improper conduct, but also any conduct which gives the appearance of impropriety.

ARTICLE 21

SECOND JOBS

Excelsior Defense does not restrict you from holding another job if the performance standards for your position with the company are met. However, if in the opinion of the Management of *Excelsior Defense* your second job could create a conflict of interest, you must choose between your job at *Excelsior Defense* and the other job opportunity. Otherwise, a determination will be made by Management about your continued employment at *Excelsior Defense*.

You should always discuss with your supervisor the potential for a conflict of interest in taking on a second job. Moreover, you should seriously consider the effects of holding a second job on the limits of your endurance, personal health, and overall job performance here. Should a conflict exist upon employment or arise afterwards because of a second job, a determination will be made by Management regarding continued employment at *Excelsior Defense*. Full time Supervisors will never hold a second job.

ARTICLE 22

UNIFORM STANDARDS

All employees of *Excelsior Defense* are expected to wear the prescribed company uniform and are responsible for maintaining them. Uniforms must be neat, clean, pressed, and appropriate for professional work and the image that *Excelsior Defense* must project to its clients and the public. All issued uniforms and gear (including weather and badges) will be returned to *Excelsior Defense* upon termination of employment, employees will be responsible and pay for any discrepancies found other than wear and tear of the uniform.

If you have questions about uniform standards, you should speak with your supervisor. Proper wearing instructions of uniform and equipment will be given by your supervisor or Management. All equipment must be approved by the company before wearing it.

It's *Excelsior Defense*'s practice to provide our officers with the right tools to perform their job effectively and to serve our clients in the required manner. We have formed alliances with companies that produce uniforms, radios, cellular phones, pagers, time keeping systems, cameras, alarms, warning signs, security gear, and weapons.

Excelsior Defense officers are placed as "fully equipped" to handle situations that may arise during their duty. Field Incident Reports, Chronological Logs, Trespass Warnings, Parking Tickets, Visitor Logs, etc. are maintained for our customers. The types of duties our security officers perform and the environments in which they work are changing. We design flexibility into our uniform programs to adapt to various environments. We provide a military look; police look and business casual look.

Once an officer is in the field, he/she is not able to run back to the office and pick up necessary equipment (equipment that might save their life or the life of another person). Therefore, it is of the utmost importance that officers inspect their equipment daily to ensure that it is working properly.

1. Uniforms must be tailored, neat, clean, and pressed.
2. Shirts must be tucked in.
3. No holes, frays, or tears in uniforms.
4. Brass or leather items must be shined properly.
5. No bulging pockets.
6. Necktie tied properly – cover top button of shirt and fill collar space.
7. Wear rank properly.
8. Badge to be worn over left breast – nothing above it other than an American flag pin.
9. Name tag will be centered 1/8" above right pocket.
10. Star band will be centered 1/8" above name tag.
11. Must always wear black socks.
12. Must wear a black belt.

13. Must wear black shoes/boots.
14. White t shirts only.
15. Wear nothing else in your uniform (i.e.: no hanging keys, pens).
16. Must always carry license and id while on duty.
17. Credentials: Officers carry their I.D. or credentials with them while they are on duty. Even though they will be wearing a uniform, they still may be asked to provide identification.
18. Keys: While on duty, officers will only carry the keys to their vehicle, their site keys and handcuff keys. Officers secure other personal keys in their vehicle.
19. Hand-held cellular phones/Radios: If officers are issued Company Cellular Phones or radios for our customers. Officers will ensure that batteries are fully charged, phones are working properly, and the phone contacts are listed in the SOP.
20. Handcuffs: Handcuffs are inspected daily and cleaned with soap and water. The locking mechanism should be free of obstructions such as lint, hair, blood, and/or foreign substances. Supervisors check for bent, broken, or missing ratchets (teeth). If any are observed, the security officer(s) will obtain another set of handcuffs. Officers will make sure that the handcuff key is not broken or bent and that it double-locks and unlocks the handcuffs easily.
21. Flashlight, light, and batteries: Officers will always have a flashlight available, even during daylight hours, for searching, closets and other low-light environments. Officers will always maintain fresh or recharged batteries and spare bulbs.
22. Company forms: Officers will have an adequate supply of forms that might be needed during their tour of duty such as blank field notes, inventory/property receipts, and investigation forms.
23. Pen/pencil: Every officer will have an adequate supply of black ink pens that work and a supply of sharpened pencils. Pencils will be advantageous when taking crime scene sketches or other drawings or when filling out forms during inclement or rainy weather.
24. Notepad or memo book: Officers will carry pocket-size notepads. These notepads or memo books will be maintained by officers on a day-to-day basis, which includes dates, times, and other pertinent data. The pages will not be removed, and the complete notebook should be filed for future reference by chronological sequence.
25. Duty gear: Will be worn and gear will be inspected daily for signs of wear-and-tear. Severely worn items will be replaced. The straps, snaps, or Velcro on items such as handcuff carriers, and baton or flashlight holders will be inspected daily to ensure that they are working properly.
26. Batons: Batons will be checked daily to make sure they have not been broken, bent, or cracked. Expandable batons will be checked to ensure the expanding parts are free of obstructions such as lint, dirt, or oily substances that may not prevent them from being used properly.
27. Mace/OC pepper canisters: Canisters will be inspected daily for any leakage, and expiration dates if applicable. The trigger or firing mechanism will be checked to make sure it is free of obstructions.

28. Surgical gloves/pocket face mask: In order to reduce the likelihood of being exposed to blood or other body fluids, officers will make sure each day that they have an adequate supply of surgical gloves and a C.P.R. pocket face mask. Surgical gloves should be checked for holes or other damage and should only be used once. Pocket face masks should either be disposed of after being used or cleaned in accordance with the manufacturer's suggested guidelines.
29. Weapons/Ammunition: *Excelsior Defense* employees will carry only authorized weapons and ammunition listed under the statutes for the state you are licensed in. Most weapons are issued by *Excelsior Defense*. Issued weapons must be kept in a safe location when the security officer is off duty. *Excelsior Defense* recommends locking the weapon and locking the ammunition in a different location. The security officer is responsible for weapon safety and will not hold *Excelsior Defense* responsible for any incidents which may occur while the weapon oversees the security officer. The security officer will never allow another person outside *Excelsior Defense* to hold a company issued weapon. *Excelsior Defense* allows employees to use only factory ammunition of a type and load which is appropriate for the location and duty requirements of armed employees, not including the following types of ammunition which are prohibited: Glaser-type or any other pre-fragmented type bullets. Exploding bullets. Full metal jacket (fmj)/full metal case (fmc) bullets (this can be used in semi-automatic pistols only). Teflon-coated (ktw-type) or any other type of armor piercing bullets. Full wad cutter bullets (except on the firing range). Reloaded ammunition (except on the firing range).

ARTICLE 23

PERSONAL HYGIENE

1. Hair must be cut, trimmed, and combed.
2. Gentlemen: hair closely trimmed – no long hair
3. Facial hair must be neat and trimmed.
4. Do not start any new facial hair growth while on the job.
5. Ladies: hair may touch collar but not hang over it (secure it up if necessary)
6. No unnatural hair color (no orange, blue, pink, etc...)
7. Hair must be clean with no visible dandruff.
8. If a wig is needed – must be a natural color to conform to uniform.
9. Any makeup must harmonize with uniform – nothing bright.
10. Faces must be clean shaven with neat trim.
11. Fingernails must be neat and clean.

12. No offensive breath or other odors
13. Go light on the perfume or cologne.

ARTICLE 24

SICK LEAVE

- A. Employees are entitled to unpaid leave for their own medical care and to aid or care for a family member.
- B. Sick leave will not be approved for the purpose of extending vacation or immediately prior to or after a holiday.
- C. A physician's certificate of disability or illness may be required by Excelsior Defense. Nothing herein shall preclude Excelsior Defense from asking for a medical verification of any absence.

ARTICLE 25

FAMILY MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical case, or childbirth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the company's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month

period. A covered service-member is; (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*.

- **The FMLA definitions of “serious injury or illness” for current service-members and veterans are distinct for the FMLA definition of “serious health conditions”.**

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involve either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must

make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30-day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employer must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determined that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 26

BEREAVEMENT LEAVE

Employees shall be entitled to Five (5) days of non-paid bereavement leave for the purpose of attending the funeral on a day normally scheduled to work. If the death in the immediate family is for a relative who resides more than four (400) miles from the employees' residence, employee shall be entitled to 6 days bereavement leave. The immediate family is understood to be a parent, parent-in-law, brother or sister-in-law, spouse, child, (including legally adopted children and/or stepchildren) sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. Bereavement days shall not be cumulative. Part-time employees are eligible for this benefit.

ARTICLE 27

TELEPHONES / CELLULAR PHONES

Company and client telephones are to be used for business only. No personal calls are to be made or received except in the case of an emergency, such as an illness, injury, or accident which requires the employee's immediate attention, THIS INCLUDES PERSONAL CELL PHONES. Telephone calls other than emergencies will be deducted from the employees' pay. No computer devices will be utilized unless it is a requirement for the specific post. Making personal telephone calls is the reason for termination of employment.

ARTICLE 28

TOBACCO PRODUCTS

Security officers will obey all rules and regulations of individual job sites. Smoking is only authorized in designated areas stated by the client being protected. Smoking while in a company vehicle or while on patrol in any vehicle is prohibited. Smoking or chewing while engaging in any activity while in contact with the public or client(s) in an official capacity is prohibited. This includes Vape Pens.

ARTICLE 29

PERSONAL ARTICLES / WEAPONS

Employees will not bring personal items to work such as games, laptops, televisions. Employees will not carry any weapons during duty, other than what the site prescribes, unless authorized in writing by the Managing Director.

ARTICLE 30

SLEEPING ON DUTY

It goes without saying that sleeping on duty is strictly forbidden and will not be tolerated. In addition to being totally unprofessional, sleeping on duty endangers the patrol assignment account and more importantly endangers the life of the security officer as well as the people and property he/she is charged with protecting. If property damages result from a security officer sleeping on duty, he/she can and will be held financially responsible for those damages, as well as any other criminal action which may result from their dereliction of duty. This is considered a serious offense and grounds for termination and will be reported to the State/District you are licensed in.

ARTICLE 31

BREAK AND MEAL PERIODS

The privilege of enjoying a fifteen-minute break for each four-hour period worked is observed by *Excelsior Defense* if the break will not interfere with the quality of client protection and operations. It must be realized that breaks are not automatic, and a situation may eliminate the break period. Employees on break do not go into client work areas and interfere with or distract employees who are working at that time. No break should be taken at the beginning or end of the workday or in any way to shorten the workday. If you are on break, you are still being paid, do not take advantage of this privilege.

ARTICLE 32

NOTIFICATION OF PERSONNEL

Any emergency or unusual occurrence requiring action while on duty will be reported immediately to the first person who can be contacted in the following order, except in cases where Law Enforcement is needed immediately.

- (1) Supervisor
- (2) Operations Manager
- (3) Managing Director

ARTICLE 33

GUARD MOUNT / GEAR UP GEAR DOWN

All employees must arrive at their scheduled post, fully equipped, and uniformed to begin work at the prescribed time. At no time will an employee leave an assignment uncovered because his/her relief did not report for duty. In cases where a relief does not report for duty, the on-duty employee will notify his/her supervisor and remain on duty until properly relieved.

In cases where the shift has ended and no relief is scheduled, the on-duty employee is considered relieved and may depart the assignment. In a case where a conflict arises with a member of a client staff, where an employee is ordered to leave or depart a post prior to the end of their assigned or scheduled shift, the assigned or scheduled employee will advise the client staff person involved, that they may not depart before first advising a member of *Excelsior Defense* Supervisory or Management staff and then only after being properly relieved.

ARTICLE 34

ASSIGNMENT / RELIEF / WATCH

This bulletin is in the company office or on ConnectTeam. Each employee is responsible for copying their schedule. There will be no changes to this schedule without the approval of the Supervisor in charge or the Management.

The oncoming relief will assume duty on or before the prescribed time of duty. At no time will a security officer leave a patrol assignment uncovered because his/her relief did not report for duty. In cases where a relief does not report for duty, the on-duty security officer will notify his/her supervisor and remain on duty until properly relieved.

In cases where the shift has ended and no relief is scheduled, the on-duty security officer is considered relieved and may depart the patrol assignment. In a case where a conflict arises with a client or a member of a client's Management staff, where a security officer is ordered to leave or depart a patrol assignment prior to the end of their assigned or scheduled shift, the assigned or scheduled security officer will advise the client or the Management staff person involved, that they may not depart before first advising a member of our firm's Supervisory or Management staff and then only after being properly relieved.

The security officer will put the client or client's Management staff person in touch with a member of our Supervisory or Management team to make such arrangements as are necessary to ensure that the patrol assignment is covered prior to the security officer who is in conflict, departing the patrol assignment. Only upon threat by being removed through involvement of local law enforcement will a security officer depart a patrol assignment under conflict before notification of Supervisory or Management from our

firm and properly being relieved by another security officer, Supervisor, or Management person.

ARTICLE 35

SWAP TIME AND STAND-IN

Each employee may on occasion swap time with another employee of equal rank or have another employee stand in for him/her, also of equal rank, if such swap time or stand-in is acceptable by the Supervisor in charge or Management and is approved at least one full shift prior to the swap or stand-in taking place.

Use of this benefit does not constitute an overtime obligation on the part of the company regardless of the number of hours the agreeing stand-in or swapping employee may have, even if the result of a stand-in or swap causes the employee standing in or swapping to go over forty (40) hours in each week or ten (10) hours in each day. Swap and stand-in hours are counted for pay purposes as if the scheduled employee was on duty and the scheduled employee will receive compensation as if he/she had been on duty.

When an employee utilizes this benefit, he/she then owes the employee who agreed to stand-in or swaps with them an equal amount of time in return. It is up to each employee involved to keep track of time they owe or is owed to them and to ensure that they either pay back or receive that time within 12 calendar months from the time the stand-in or swap occurred. Failure to follow this procedure could cause the loss of this benefit at the discretion of the Supervisor or Management.

No employee is required to stand-in or swap time with another employee if they do not wish to, this benefit is merely a means to assist employees when time off is necessary and to avoid lost time and/or pay, by employees assisting each other.

ARTICLE 36

DISASTER / EMERGENCY OPERATIONS

If a severe disaster is evident, where a mandatory evacuation warning has been posted, employees will evacuate as ordered and notify a supervisor. Employees will return to duty after the disaster passes.

The geographical location of many of our clients makes the threat of hurricanes and tornados a very dangerous situation. To minimize the danger to the employees of *Excelsior Defense*, the following precautions must be taken.

It is the policy of *Excelsior Defense* that the decision to evacuate guard assignments is made by the police department of your site locale or company management only. When the determination is made by the police or company management to evacuate your guard assignment, you will do so only under mandatory orders. Due to critical operations, some accounts such as Government require our services even during an Emergency such

as a Hurricane. Security officers must notify *Excelsior Defense* 24 hours in advance of a Hurricane or known emergency threat that may require the officer to stay home or not report to work. Security officers who do not report to their supervisors or managers and do not show up for work are considered terminated by voluntary resignation. Security officers will immediately report back to their work site after the storm or emergency ends.

ARTICLE 37

ACCEPTANCE OF GRATUITIES

It is the policy of the company that no employee may accept any type of gift or other item of value from any client at any time for any reason. Included in this policy is anyone connected with visiting, renting, leasing, or otherwise associated with a client, the public or other people we may have occasion to have contact with while performing our duties.

Your compensation comes through your paycheck, benefits package, awards program, and other programs the company may have from time to time. The company feels that is sufficient to accept something that on the surface may be just a gesture of thanks but could result in a charge of impropriety later, causing you and the company at the least an embarrassment.

Professionalism dictates that all possibilities of impropriety be avoided to maintain a high standard and reputation for the company and its employees. This is the reason why this section has been included in the personnel manual, not only for our benefit, but yours as well.

ARTICLE 38

GRIEVANCE PROCEDURES

As with any organization, regardless of size, there will arise from time to time a situation where possibly an action may have been too harsh or unjustified or both. To remedy such a situation, the company has established a "grievance procedure". This procedure must be followed as outlined for it to be effective. Any variance from the procedure will avoid the grievance and the action which may have been grieved will stand.

Verbal Reprimand: Inform you're senior that you wish to speak with the next higher-ranking senior, reference the reprimand. It is your choice to accept at that time any explanation or apology offered or to speak with his/her senior privately. If no satisfactory remedy is reached, you may continue up the chain of command to the next higher rank.

Written Reprimand or Performance Review: Inform the writer of the reprimand or performance review that you intend to grieve the reprimand or performance review, sign

the reprimand or performance review, and in the space provided enter the remarks "under protest". You then have three (3) business days from the date of written reprimand or performance review to file a written grievance directly to the Management.

ARTICLE 39

EMPLOYEE ACTION FORMS

It is the policy of *Excelsior Defense* to review your performance on a continuing basis and to do so more formally at periodic intervals. The purpose is to allow you and your supervisor to communicate concerning your job performance and behaviors compared to the performance and behaviors desired and expected.

ARTICLE 40

CALL-OFF

It shall constitute an offense for an Employee at *Excelsior Defense* to cancel work (call off) without providing *Excelsior Defense* with a minimum of four (4) hours' notice or, if such notice is not possible, as much advance notice as practical under the circumstances. If an Employee at *Excelsior Defense* fails to report to work without advance notice they may, in addition to any discipline provided in this handbook, be sent home without pay. The Employee at *Excelsior Defense* shall not be disciplined if it is determined in *Excelsior's* reasonable discretion that the occurrence was due to circumstances beyond the Employee's control.

ARTICLE 41

UNEXCUSED TARDINESS

Discipline for unexcused tardiness of 15 minutes or less shall be applied as follows. This tardiness is defined from the start of guard mount as defined in this handbook. *Excelsior Defense* reserves the right to reassign scheduled duties to another Officer for that day if the scheduled employee at the client site is 10 minutes or more late. Acceptable reasons that may result in excused tardiness include, but are not limited to, situations that are outside of the employee's control (example: public transit breakdown, sudden natural disasters, sudden serious illness)

- A. With respect to the first unexcused tardiness, the Employee shall be given a verbal reprimand.
- B. With respect to a second unexcused tardiness, the Employee shall be given a written reprimand.

- C. With respect to a third unexcused tardiness, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.
- D. With respect to a fourth unexcused tardiness, the Employee shall be terminated.

ARTICLE 42

JOB ABANDONMENT

Any employee who fails to report to work or to report absences will be considered under *Excelsior Defense* a voluntary termination with no notice. Any employee who leaves his/her assignment without proper relief or leaves before the end of the assignment is considered by *Excelsior Defense* a voluntary termination with no notice. Any employee who leaves his/her assignment for any reason other than an emergency is considered job abandonment and a voluntary termination with no notice. This includes getting coffee, gas, newspapers, magazines, food, etc. Only during relief or approval from a supervisor or manager of *Excelsior Defense* will a security officer be allowed to vacate his/her assignment under other than emergency conditions. Furthermore, you may decline a job offer, but if you accept and fail to report to work, this will also be considered job abandonment and a voluntary termination with no notice. Under any of the circumstances of Job Abandonment, *Excelsior Defense* will issue the employee's last paycheck reflecting an hourly wage of the lowest current Federal minimum wage. *Excelsior Defense* may also contact the appropriate State authorities and pursue legal action against the employee if monetary damages exist such as losing the job account or damages occurred at the job account during the abandonment. This is a very serious offense to *Excelsior Defense* that may result in Civil Liabilities.

ARTICLE 43

DISCIPLINE

- A. Among the actions which shall be deemed inappropriate by *Excelsior Defense* under the circumstances, and may result in and establish just cause for discipline, up to and including immediate dismissal, shall include, but shall not be limited to, the following, as determined by *Excelsior Defense* or the Client:
 - 1. Neglect of duties.
 - 2. Breach of security.
 - 3. Breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the client.
 - 4. Conduct which impugns or disparages the client or its customers, residents, tenants, or *Excelsior Defense* or, to other third parties affiliated with *Excelsior*

- Defense* or its client.
5. Refusing to accept a transfer initiated by *Excelsior Defense* or the client; inappropriate conduct directed at or involving, client employees, client representatives, witnesses, jurors, litigants or the general public.
 6. Insubordination.
 7. Theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics.
 8. Falsifying or misrepresenting information on an application for employment, or on documents otherwise supplied to the Employee by *Excelsior Defense* or the client.
 9. A breach of security; immoral conduct; fighting; sleeping while on duty.
 10. Destruction of property.
 11. Criminal misconduct on the job.
 12. Absence from work for one working day without advising *Excelsior Defense* and not giving reasons acceptable to *Excelsior Defense* for such absence, or an absence on any three workdays within any ninety calendar day period;
 13. Failure to return a phone call message within 24 hours to the last known phone number of such employee as shown in the Employer's records, the employee will be deemed to have voluntarily quit.
 14. Overstaying a leave of absence or a vacation; giving a false reason for obtaining a leave of absence or being absent without approval.
 15. Having credentials withdrawn by the State, or having the client ask that the employee be removed from working under the *Excelsior's* Contract with the client.
 16. Failing to maintain or satisfy current physical or medical requirements, including but not limited to satisfying all medical or physical requirements or standards of the client and *Excelsior Defense*.
 17. Violating the appearance standards, performance standards, and Standards of Conduct which have been established by *Excelsior Defense* and/or the client.
 18. Weapons:
 - Improper use, misplacement, or loss of a firearm, ammunition, OC Spray, baton, or handcuffs.

- Unauthorized or unlawful discharging of a firearm while on or off duty.
 - Carrying a concealed weapon on Government or client facilities.
 - Carrying an unauthorized weapon on client facilities.
 - Un-holstering a weapon except for eminent use to protect your life, the life of another person, or to prevent the commission of a felony offense such as murder, rape, armed robbery, kidnapping, etc. Should a supervisor need to un-holster their weapon because the property is unarmed, he/she will secure the weapon in *Excelsior Defense's* automobile in an approved container.
 - Carrying an issued weapon off the defined property of the contract or in unauthorized unless the State laws allow such action.
19. Possession on the job of a private firearm or other weapon not issued by *Excelsior Defense* pursuant to contract.
 20. Violations of general or specific Post Orders or directives to include, but not limited to, inattention to duty, or abandoning post.
 21. Causing or engaging in a strike or work stoppage or other conduct in violation of this handbook.
 22. Falsifying, concealing, removing, mutilating, damaging or destroying official documents or records, except for the systematic purging of files or records at the direction of *Excelsior Defense* in accordance with established timetables.
 23. Committing an assault, including the making or uttering of verbal or physical threats.
 24. Accepting bribes, enabling a person to secure stolen property, or permitting unauthorized access to classified material.
 25. Engaging in harassment, sexual harassment or discrimination toward the client, other *Excelsior Defense* Employees, or visitors.
 26. Commission of any act that violates any laws, rules, regulations or established practices of *Excelsior Defense*, City, County, State or Federal laws.
 27. Willfully falsifying time records, post logs, incident reports and/or other documents.
 28. Insubordination toward *Excelsior Defense* or supervisors or insubordination toward the clients.
 29. Improper or unauthorized use of *Excelsior Defense* or client equipment or property.

30. Repeated violations of infractions, regardless of their nature will not be tolerated.

- B.** Discipline. There are, generally, three levels of corrective action. However, *Excelsior Defense* reserves the right to institute discipline against employees beginning at any of these levels, based upon the level of the infraction, as determined by *Excelsior Defense*. The levels are:

Level 1 Offenses = Written Warning

Level 2 Offenses = One Scheduled Duty Day Off Without Pay

Level 3 Offenses = Three Scheduled Duty Days Off Without Pay

Level 4 Offenses = Immediate Termination

ARTICLE 44

TERMINATION

Termination of employment is when an employee leaves the company for *any* reason. Either you or the company may terminate employment at any time, with or without cause or notice. It is important for your record that termination is brought about properly. There are two main types of termination procedures:

Resignation: If you terminate service, you should give the appropriate advance written notice to your immediate Supervisor or Management (normally two weeks for employees with additional notice time for Management). This will allow the Management to arrange for your replacement. If you defy the appropriate two week notice, *Excelsior Defense* may have the option to lower your last paycheck to the Federal Minimum Wage. When you resign with proper notice, you may be favorably considered for re-employment and recommendations.

Discharge: This term means an involuntary termination initiated by *Excelsior Defense*. There are two basic types of involuntary termination, fired and laid off. Firing will result in a poor separation report and will negatively affect re-employment eligibility. *Excelsior Defense* may have the option to lower your last paycheck to the Federal Minimum Wage under this procedure. Laid off is due to a downsizing or a client of *Excelsior Defense* ending its contract.

ARTICLE 45

GUARD POSITIONS

Excelsior Defense specializes in armed security officer service however it would be detrimental to sound business to limit the market in which the company may operate. For that reason, we also have available to our clients an unarmed service. Our pay plan reflects the unarmed service, but it too must be flexible and for that reason the company has established a differential pay for armed positions.

All hourly personnel have an established unarmed pay plan for the positions they hold. To fairly compensate personnel for armed posts there is also established in the pay plan a differential for armed post assignments.

When assigned to an armed post or a combination unarmed/armed post, all hours worked in an armed capacity shall be compensated at the differential rate. The differentials only apply to hourly personnel.

ARTICLE 46

PAY PLAN

Excelsior Defense's pay rates compare very favorably over other security agencies. Surveys are conducted and the results are evaluated continuously to determine how *Excelsior Defense's* pay rates compare to other security agencies locally and regionally.

Evaluation of jobs within *Excelsior Defenses* is routinely done to ensure internal equity. The evaluation is a systematic analysis of job responsibility, accountability, experience, and knowledge required.

A variety of factors, including performance or the number of hours you wish to work, are used to determine your rate of pay and any increase in that rate.

In addition to the pay program, *Excelsior Defense* provides a comprehensive benefits package as a part of the total compensation plan.

ARTICLE 47

HOURS OF WORK

From time to time, it may be necessary to change the starting and ending time of any work shift to accommodate the needs of *Excelsior Defense* or those of its clients. Because the company operates seven days a week, 24 hours a day, work schedules may include evening, night, and weekend and holiday duty. As part of the responsibility of clients and other employees, you are expected to be at work as scheduled, to arrange your

personal schedule to accommodate established work hours. You need to be at your job site, ready to begin work at the beginning of your assigned shift. Due to the changing needs of *Excelsior Defense*, you cannot be guaranteed any specific number of hours to work per day, per week, or per year.

ARTICLE 48

PREMIUM PAYS

Callback and Special Assignment time for any purpose shall be compensated at one and one quarter times the hourly employees pay step rate regardless of the number of hours worked in that week. (Note that if this results in an employee working more than 40 hours in a week, overtime pay will apply for hours more than 40.)

Travel time shall be paid to those hourly employees determined by Management to exceed reasonable travel time from home to a patrol assignment at their determined rate, as approved and authorized by Management. Reasonable for these purposes shall be considered as time exceeding one (1) hour out to a patrol assignment and one (1) hour back from a patrol assignment. Compensation will be only for that time that exceeds the one (1) hour determination. Salaried employees are not eligible for any premium pay in their status.

ARTICLE 49

PAYDAYS AND PAYCHECKS

You will be paid on a bimonthly basis (24 pay periods per year). The paycheck received on payday is your compensation for the previous pay period. The time and method of distributing paychecks will be explained to you during orientation. *Excelsior Defense* offers one option of disbursing paychecks: Direct Deposit. *Excelsior Defense* is not responsible for hand delivery of your check to your post or residence. There are occasions that *Excelsior Defense* may mail, or hand deliver employees checks because of an emergency or holiday, however this is the discretion of *Excelsior Defense*.

If you wish to have your paycheck released to someone else, the person who is to receive your paycheck must: present an ID badge and present a signed and dated note from you the employee authorizing that person to pick up your paycheck.

Excelsior Defense does not give pay advances to employees.

ARTICLE 50

TIMEKEEPING

All employees are expected to follow their work schedule and be responsible for their time. **Time sheets or reporting will be properly filled out and turned into your local branch office no later than 1200 on Tuesday of the pay week.** Failure to do this can result in at least two weeks' delay of your paycheck. You should record in your logbook and time sheets, assumption, and relief, according to specific company requirements. If *Excelsior Defense* finds that an employee was intentionally at fault and logged in differently by fraud or deceit, that employee will face loss of pay, termination and notice to the State or District for which you are licensed.

Any employee who is late or departs their assigned or scheduled patrol assignment shall be docked pay from their check in quarter (1/4) hour increments for each eight (8) minute period to quarter (1/4) hour period late or departing early and considered abandoned their post.

Even though the company allows an eight (8) minute period before docking of any pay occurs, employees who are not on their assigned or scheduled patrol assignment locations by and until the assigned or scheduled times shall be considered as being late or departing early and still subject to disciplinary action.

ARTICLE 51

PAYROLL DEDUCTION

In addition to deductions required by law (social security, withholding tax, etc.), you may authorize voluntary payroll deductions to include:

Credit Union payments
One-Pledge or United Way contributions
Plus, Account contributions
Other benefit-related deductions such as savings bonds or tax-sheltered annuities

ARTICLE 52

GARNISHMENT OF WAGES

Garnishments of wages are involuntary payroll deductions resulting from legal action to satisfy outstanding debts. If *Excelsior Defense* is legally served with a garnishment on your behalf, it must deduct the garnishment from your pay until you receive an official release, or the debt has been paid. This is usually the case for Child Support or IRS Debts.

Garnishments represent considerable administration expenses to *Excelsior Defense* and are a loss of your control over your income. You are strongly encouraged to work out a debt repayment program to avoid garnishment. If you need counseling about a financial problem, feel free to contact Management for guidance.

ARTICLE 53

VACATIONS

All employees are entitled to one (1) week of paid vacation after one (1) year of continuous employment. The employee is eligible to take that vacation after their anniversary date with the company and every year thereafter up to three (3) years of continuous employment. After three (3) years' continuous employment the employee is entitled to two (2) weeks' paid vacation. After five (5) years' continuous employment the employee is entitled to three (3) weeks' paid vacation.

Vacations will be scheduled; no changes may be made without express approval of the Management. Employees are expected to request the use of vacation in writing 30 days in advance. No more than two (2) weeks may be taken at any one time and no more than two (2) weeks may be saved to be taken at any one time. Once an employee chooses to save his/her vacation to the next calendar year, this cannot be changed without express approval of Management. Full time employees will have their vacation pay based upon the pay step they occupy at the time of their vacation based upon (40) hours at the pay step they occupy at the time they take their vacation. Exceptions are made only by the Corporate Management.

Part-time employees will have their vacation pay calculated based upon total compensation for the fifty-two (52) week period preceding their eligibility for vacation divided by fifty-two (52). Example: if a part-time employee earned \$8,000.00 for the preceding year, he/she would receive one (1) week paid vacation at \$153.85 less taxes and any other deductions (8,000.00 divided by 52 = \$153.85).

Employees who work for *Excelsior Defense* under a Federal Contract are entitled to two (2) weeks of paid vacation after one (1) year of continuous employment.

ARTICLE 54

PAID HOLIDAY BENEFITS

Hourly employees scheduled to work on a holiday recognized by the company shall be compensated at one- and one-half times their pay step rate regardless of the number of hours worked in that week.

The following are holidays recognized by the company unless specific rules apply under a client contract where more holidays are added:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Employees may have religious holidays off by request (thirty days before the schedule is out for the month of the holiday), but without pay. Management reserves the right not to pay holiday pay to employees who are scheduled to work the day before, the day of, and the day after a holiday, but instead call in sick or report for their scheduled shift late. These two situations could jeopardize this benefit. The decision to enact this policy provision rests solely on Management discretion.

ARTICLE 55

WORKERS COMPENSATION

Workers' Compensation is a benefit program which provides you with state-defined medical and lost income benefits if you are injured on the job. If an injury occurs while you are working, **immediately report the injury to your supervisor**. An Occurrence Report must be filled out. You must report to the appropriate health care facility given by your Management.

ARTICLE 56

OVERTIME

Excelsior Defense discourages work more than your regular schedule for you to have sufficient relief and rest. Under the circumstance that an employee would desire to work overtime, *Excelsior Defense* would permit this only in extreme cases. Employees are paid time-and-one-half time their regular hours rate for all hours worked more than 40 hours per week. Overtime computations are based on time worked and exclude payments for periods during which no work is performed because of time off.

ARTICLE 57

CHANGE OF EMPLOYEE INFORMATION

It is important that *Excelsior Defense* maintain accurate records of your personal information related to your employment. You should immediately communicate any change in address, telephone number, marital status, dependents, tax exemptions, beneficiaries, or level of education to *Excelsior Defense*. P.O. Boxes "solely" will not be accepted by *Excelsior Defense*, we need a physical address. Employees will notify *Excelsior Defense* if there are any changes to a state license. It is especially important for you to report changes in a dependent's status which affect your benefits. Accurate information ensures proper processing and payment of benefit claims. Information is confidential. Remember that processing time for changes will vary according to the change being made. Personnel files are business records of *Excelsior Defense*. Making

copies of personnel files by employees is not permitted.

ARTICLE 58

RECOGNITION AWARDS PROGRAM

Distinguished Valor (DV)

Awarded to an employee for action(s) while in the act of protecting a victim of crime (person and/or entity) against a suspect who is armed and/or who arms themselves, resulting in the apprehension of the suspect, and/or defusing of the situation, or like, or similar type incident, and/or other situations where calculated risk is involved on the part of the officer while in the performance of their duty. The additional of the "V" devise is awarded when the officer disregards their personal safety and at great risk and/or danger to their life while in the act of bringing the situation and/or incident under control. The officer's actions can be the result of serving a client, persons connected with the client customers of a client, persons on the property of a client, assisting a law enforcement agency, and/or assisting another officer. The officer's actions must have been witnessed by another officer, and/or client, and/or neutral party, and/or law enforcement officer. A statement or report must be forwarded to the company either in writing or by telephone detailing the, who, what, when, where, how, and action(s) taken, and results.

Valorous Life Saving (VL)

Awarded to an officer who risks their life and/or disregards their own personal safety while in the act of saving and/or attempting to save the life of another person who is the victim of an accident, drowning, fire, and/or other like and/or similar type situation and/or incident. The situation and/or incident may be on or off duty, must be witnessed, and a statement or report made to the company whether in writing or by telephone.

Purple Heart (PH)

Awarded to an officer who is injured in the line of duty, through no fault of their own (i.e.: neglect, carelessness, foolishness, etc.) resulting in death, hospitalization, necessity for medical care, treatment, and/or attention, such incident and situation being documented either in writing or by telephone reported to the company.

Meritorious Service (MS)

Awarded to an officer whose actions while in the performance of their duties are recognized by a client, and/or governmental agency (police, fire, EMS, etc.), and/or any citizen, and/or a Supervisor reflecting high regard for the employee, and/or favorable upon the company, and/or both. Such actions must be reported either in writing or by telephone in the case of an outside entity and in writing in the case of a supervisor. If the actions are extraordinary and/or above and beyond the normal actions as would be demonstrated by a subordinate, peer, and/or superior given the same and/or like set of circumstances, the award is then granted.

Life Saving (LS)

Awarded to an officer who saves, attempts to save, is involved in the attempt to save, renders aid, and/or is involved in the rendering of aid to a victim of an accident, medical emergency, and/or like, and/or similar type situation with little or no real risk to the officer, as reported either in writing or by telephone to the company as a result of actions on or off duty.

Felony Arrest (FA)

Awarded to an officer whose actions either directly or indirectly result in the apprehension of a suspect involved in the act of a felony crime. Such actions must be reported either in writing or by telephone to the company and may be rewarded for actions on or off duty.

Supervisor of the Year (SY) & Employee of the Year (EY)

Awarded to a Supervisor/an officer who meritoriously distinguishes themselves on and off duty through receipt of one or more of the awards offered through the company and/or who excels above their peers and/or otherwise demonstrates outstanding characteristics during the calendar year for which the award is made as evidenced by performance evaluations and/or other types of recognition both in and outside of the company.

Misdemeanor Arrest (MA)

Awarded to an officer whose actions either directly or indirectly result in the apprehension of a suspect involved in the act of a misdemeanor crime. Such actions must be reported either in writing or by telephone to the company and may be rewarded for actions on or off duty.

Good Conduct (GC)

Awarded to an officer for two (2) years of continuous service with average or above performance reviews in the period for which the award is made.