

# **BRIDGE AGREEMENT**

Between

**American Eagle Protective Services Corporation**

And

**United Federation LEOS-PBA Law Enforcement Officers Security & Police  
Benevolent Association**

The undersigned American Eagle Protective Services Corporation (“AEPS”), hereinafter referred to as the Employer, and the United Federation LEOS-PBA Law Enforcement Officers Security & Police Benevolent Association (“LEOS-PBA”), hereinafter referred to as the Union, hereby agree to the terms and conditions of this Bridge Agreement to serve as a Collective Bargaining Agreement (hereinafter referred to as the Agreement) and shall be effective upon execution with respect to all full-time and/or regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, as amended, employed by the Employer in Eastern Massachusetts and surrounding areas as identified in current collective bargaining agreement and under Contract Task Order# 70RFP125FRE100040 and performing the work described in Article 1– Recognition previously agreed to between the Union and the Predecessor Employer, Paragon Systems, Inc. (“PSI”)

As the Successor Employer to PSI (hereinafter referred to as the Predecessor Employer) with respect to the employees represented by the Union in Eastern Massachusetts and surrounding areas, the Employer agrees to assume the terms and conditions of the Collective Bargaining Agreement (“CBA”), which shall include the recognition of existing seniority for the current bargaining unit who have been continuously employed by any predecessor employers in performance of similar work at the site for the express purpose of vacation years of service and layoff and/or recall except as modified by this Bridge Agreement, previously between the Union and the Predecessor Employer dated August 25, 2023 through August 31, 2026 for the term of such Collective Bargaining Agreement.

Therefore, the parties have negotiated and agree to a new 3 year successor agreement effective February 1, 2026, and shall remain in in full force and effect until the expiration of the Collective Bargaining Agreement on January 31, 2029 as modified herein to include new effective and expiration dates listed in #2.

1. The collective bargaining agreement shall be amended only insofar as reference to the Employer Paragon Systems, Inc. will be changed to American Eagle Protective Services Corporation, to reflect new parties to the assumed collective bargaining agreement.

2. The effective date of the Agreement wherever it appears is changed to **February 1, 2026**, and shall remain in effect until the expiration of the Collective Bargaining Agreement on **January 31, 2029**.
3. Effective February 1, 2026, AEPS has implemented its policies and procedures which are not inconsistent with the express terms of the CBA. The Employer may establish and modify reasonable work rules. All employees have had the opportunity to read and sign the policies pertinent to their current and future employment. Any provisions which incorporate the company policy of the predecessor contractor, the provisions of the AEPS policy manual will apply instead.
4. Replace Article 3 with the following language:

Section 3.1 An employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) days after the thirtieth (30th) day following employment and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Section 3.2 Employees meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues as defined by the US Supreme Court in *NLRB v. General Motors Corporation*, 373 US 734 (1963) and *Beck v. Communications Workers of America*, 487 US 735 (1988).

Section 3.3 In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall contain the reasons for the discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the employee and the Company will not be required to discharge that employee. "If compliance with this Article would cause the Employer to have insufficient staffing to meet its contract obligations with the Client, the Employer may delay discharging the employee by thirty (30) days until a replacement meets all contractual requirements and is eligible to stand post"

Section 3.4 An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

Section 3.5 The Company will deduct initiation fees, union dues and financial core fees from that wages of employees who voluntarily authorize the Company to do so on a properly executed payroll deduction card. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the International P.O. Box 562 North Bellmore NY 11710, within 15 days after the regular payday of the month.

Section 3.6 The Union will promptly furnish to the Company a written schedule of Union Dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Company in writing of any changes to these amounts. Union authorization cards must be submitted prior to the 15th of the month proceeding the date that deductions are to be made.

Section 3.7 Upon timely demand from the Company, the Union agrees to represent and indemnify the Company against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check-off articles. In addition, the Union agrees to return to the Company any erroneous or improper overpayment made to it.

5. Include in Section 7.2 All Part time employees will be required to work a twelve (12) hour shift at least once a month.
6. Replace Section 7.3 with the following: Workweek. The Company's workweek shall consist of seven (7) days, beginning on Sunday at 0000 hours and ending the following Saturday at 2359 hours.
7. Replace Section 7.11 with the following: **Payroll/Method of Pay:** Pay periods will be a bi weekly schedule starting on February 1, 2026 and receiving every other Friday. The first receipt of check shall be February 20, 2026.
8. Modify Section 10.6(a) with this language: All accrued PTO shall be exhausted beginning on the day the employee is absent.

9. Modify Section 10.7(A) with the following: Changing October 1, 2023 to February 1, 2026.
10. Modify Section 9.1 with the following: Employees must work their scheduled day before and scheduled day after a holiday to receive the holiday benefit.
11. Modify Section 11.1 with the following: Changing October 1, 2023 to February 1, 2026.
12. Modify Section 11.4 to state thirty days after the anniversary date shall the employee receive their remainder vacation. Replace the cash out language stating that employees will receive payments at the end of the anniversary period. Also add language that states that unpaid vacation will be allowed in accordance with 11.4 so long as it lines up with the paid upon amount received during the transition from the predecessor to the Company.
13. Modify Section 11.5 from October 2023 to February 2026 and each February thereafter. The 1<sup>st</sup> through the 15<sup>th</sup> shall be the period of time to submit vacation bids.
14. Modify Section 12.1 (Q) to include the following: to include a negative inspection report submitted by an FPS Inspector to the Employer.
15. Delete Section 12.6 phrase “If an Officer or Steward is not available, the Employee will be offered a peer as a witness”. The rest of the section remains unchanged.
16. Modify Section 14.1 Wage table to reflect the most recent wages negotiated between the Union and the Predecessor:

Current:

Top Secret Post (including \$3.00 premium):	\$38.70
Secret Post (including \$1.50 premium):	\$37.20
Armed Security Officer (all other locations):	\$35.70

The Company agrees to wage reopeners for February 1, 2027 and February 1, 2028. The reopeners shall begin ninety days prior to January 21<sup>st</sup> of the subsequent time period.

17. Modify Section 15.1 to reflect the most recent health and welfare earned per hour negotiated between the Union and the Predecessor:

Current: A total of \$5.25, all of which shall be diverted to the Company or Union Medical Plan and/or Retirement Plan.

The Company agrees to health & welfare wage reopeners for February 1, 2027 and February 1, 2028. The reopeners shall begin ninety days prior to January 21st of the subsequent time period.

F. Current: The Company shall make an additional contribution of \$1.50 per hour worked for all Employees covered by this Agreement as described in this article to the Company Retirement Plan, up to a maximum of forty (40) hours per week and up to a total of 2,080 hours per contract year.

The Company agrees to health & welfare wage reopeners for February 1, 2027 and February 1, 2028. The reopeners shall begin ninety days prior to January 21st of the subsequent time period.

Health and welfare payments shall not be made during any period of unpaid leave, including but not limited to military leave, personal leave of absence, workers' compensation, or FMLA.

18. Modify Section 16.2 to state: Pay days shall be bi-weekly, every other Friday starting on February 20th. The Company reserves the right to change pay periods or pay days for legitimate business reasons, provided the Union and employees are given at least three (3) weeks' notice of the change.

By entering into this Bridge Agreement, AEPS assume no liability for the actions of the predecessor contractors nor adopt the past practices of previous contractors not expressly set forth in the CBA.

The parties indicated below have entered into this Bridge Agreement on this 23rd day of February, 2026.

**American Eagle Protective Services Corporation**



Name: Dan Walker

Title: CEO

Date Signed: 03/05/2026

**United Federation LEOS-PBA  
Law Enforcement Officers  
Security & Police Benevolent  
Association**



Name: Steve Maritas

Title: Executive Director

Date Signed: 3/5/2026

**Agreement**

**Between**



**PARAGON SYSTEMS, INC**

**And the**



**UNITED FEDERATION LEOS-PBA  
LAW ENFORCEMENT OFFICERS SECURITY & POLICE  
BENEVOLENT ASSOCIATION**

**Representing the**

**PROTECTIVE SECURITY OFFICERS**

**in**

**Federal Protective Services locations in Eastern Massachusetts.**

**Date of Execution through August 31, 2026**

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## AGREEMENT

This Agreement is entered into upon full execution by all parties, by and between Paragon Systems, Inc. ("Company" or "Employer"), and the United Federation LEOS-PBA Law Enforcement Officers Security & Police Benevolent Association (hereinafter referred to as the "Union.")

Should there be any conflict between the Paragon Policies and Procedures and the Collective Bargaining Agreement, the Collective Bargaining Agreement will control. Should there be any conflict between the Contract between Paragon and the Government, and the Collective Bargaining Agreement, the Contract between Paragon and the Government will control.

### ARTICLE 1 PARTIES AND TERMS

Section 1.1 This CBA covers only those security officers employed under Employer's Contract No. 70RFP118DE1000001 with the Department of Homeland Security, Federal Protective Service.

Section 1.2. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the employees of the Company as described in Section 1.1 of this Article and in accordance with the National Labor Relations Act, as amended.

Section 1.3. For the purpose of this Agreement, the term "Employee" shall include all armed and unarmed Protective Security Officers (PSO) employed by Paragon Systems performing guard duties as defined by Section 9(b)(3) of the National Labor Relations Act, assigned to Federal facilities in the Eastern Massachusetts (the "FPS Sites") under the Contract No. listed in Section 1.1, excluding office clerical employees, managerial personnel, supervisors as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that neither probationary employees as defined in this Agreement, nor persons enrolled or participating in pre-hire training programs offered by the Company, shall be considered employees under this Section.

Section 1.4. Probationary Employees. All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) calendar days from the date of hire or rehire. The date of hire shall be considered the first day standing post. During the probationary period, employees shall be paid at a rate that is two dollars less per hour less than the straight-time rate set forth in Article 14. During the probationary period, the employment relationship between the Company and the probationary employee shall be at will and the probationary employee

may be subject to discipline or discharge at the discretion of the Company without regard to the provisions of Article 12 of this Agreement.

Section 1.5. – Employee File Access. The union stewards or President of the local, at the direction of an employee and with written consent, may review personnel files as it pertains to disciplinary actions, at the company's office. A written notice of at least two weeks must be sent to the Company's office for these files to be produced for review.

## **ARTICLE 2** **PURPOSE OF THE AGREEMENT**

It is the intent and purpose of the Company and the Union that this Agreement shall promote and improve industrial and economic relations between the Company and its employees, and to set forth provisions with respect to rates of pay, wages, hours of work and other conditions of employment covering employees of the Company, and to provide a peaceful method of adjusting grievances that may arise in the course of employment between the Employer and the employees with respect to wages, hours, and other conditions of employment and to provide for an orderly collective bargaining relationship between the Company and the Union.

## **ARTICLE 3** **UNION SECURITY & DUES DEDUCTIONS**

Section 3.1 An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of continued membership.

Section 3.2 An Employee who is not a member of this Union at the time this Agreement becomes effective, as a condition of membership shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Section 3.3 Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly requires as a condition of acquiring or retaining membership in the Union or, in the alternative, by tending to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

Section 3.4 Such Employee shall become a member of the Union and remain a member in good standing, or pay the Union a service fee. The amount of this service fee

shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

Section 3.5 In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the Employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that employee.

Section 3.6 The obligations set forth in this Article shall only be effective to the extent permitted by controlling law.

Section 3.7 The Union, including its National and International Union, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any employee(s) and compliance with the law.

Section 3.8 The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix B. Such deductions 2.5 X the Employees hourly rate for those Employees who normally work 20 or more hours a week and 1.5 X the Employees hourly rate for those Employees who normally work 19 hours or less per week, shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Initiation fees of \$125 for new employees shall be broken down in three (3) payments paid over a three (3) month period. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the International Union, United Federation LEOS-PBA, payable to (UFLEOS-PBA) for simplicity, which stands for the United Federation LEOS-PBA Law Enforcement Officers Security & Police Benevolent Association within fifteen (15) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. Nothing shall prohibit the Union from making a "special dues rate" for those Employees who sign a dues checkoff card and/or make arrangements to pay said fees as noted in Article 3.4 prior to the Employer making the first dues deductions.

Section 3.9 The Employer will provide to the International (UFLEOS-PBA) quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform the International

(UFLEOS-PBA), in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

Section 3.10 The Employer will provide the Union a list of newly hired and terminated Employees covered by this Agreement in each month such event occurs. Such list will show the name, address, hire or termination date, and the location assignment of such Employees.

Section 3.11 The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

Section 3.12. The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

Section 3.13 Administration Fee. The Union and Employee agree that the responsibility of collecting, deducting and remitting dues places additional administrative burden and cost to the Employer. Parties agree that the Employer may retain \$1.00 from each dues deduction, per employee, to partially cover the administrative expense.

## **ARTICLE 4** **UNION RIGHTS**

### Section 4.1 Stewards.

A. Recognition. Ten shop stewards will be recognized by the Company so long as the number of stewards is not more than what is minimally necessary to service the bargaining unit. The Union will inform the Company of the names of Union office holders.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Section 12.6 of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement. Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may be conducted during working time, in exceptional cases, where agreed upon by the Company, but neither the Steward nor the employee shall depart from their normal job assignment without informing their immediate supervisor and disclosing the reason for such departure.

Stewards or other employees, who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. Provided that, it is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 12.6 of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward, unless the steward is directed to act by the Company.

D. Union Leave. Upon receipt of a written request, from the local Union, the Company will permit representatives of the Local to be temporarily placed in a leave without pay status, to attend conventions or conferences of the International Union and upon receipt of a written request from the international Union the Company will permit the International Regional Director, if an employee, to be temporarily placed in a leave without pay status, for the purpose of conducting business for the International Union or the Local Union. Such requests for Union leave shall be submitted at least ten working days prior to the effective date of release from duty and such releases shall be for a minimum of two working days and a maximum of thirty working days.

Section 4.2 – Union Postings. The Company shall utilize its best efforts to secure space at the workplace for the Union to post a bulletin board. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the DHS. All Union notices posted shall be signed by an officer of the Union or Chief Shop Steward. Copies of Union notices shall be provided to the Company's Director of Human Resources in advance of posting.

Section 4.3 – Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company.

Section 4.4 Union Visitation: Subject to customer rules and regulations, Union stewards and Union staff shall have access to Company break rooms to talk with employees during their break time and lunch periods. No such visits shall be made while either the Steward or the employee is on duty time.

Section 4.5 Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and employees' employment with the Company, are subject to certain priorities, rules, procedures and restrictions of the United States Government. The Union agrees to cooperate with the Company in all matters required by the Government and to comply with all such Government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a request from DHS or other agency of the United States Government shall not constitute a breach of this Agreement. Any action that DHS or other agency of

the United States requests the Company to take may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

## **ARTICLE 5** **MANAGEMENT RIGHTS**

Section 5.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire employees; to set the standards of productivity, the products to be produced, and/or services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; close down, or relocate the Company's operations or any part thereof in order to provide full staffing level coverage; increase security levels as needed and to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

Section 5.2 The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

Section 5.3 Federal Government Cooperation: The Union recognizes that the Employer provides a service of critical importance to the customer and is subject to certain priorities, rules, procedures and restrictions of the U.S. Government. If a customer/tenant requests or demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand. Upon the Union's request, the Employer will advise the Union of information it has relating to the customer's complaint, make reasonable efforts to secure from the customer a written confirmation of the customer's request, and upon the Union's request shall provide to the Union a copy of

the information it has collected regarding the complaint, including, if available and permitted by FPS, documents and/or information provided by the U.S. Government.

Section 5.4 If the Government directs the removal of the employee from the contract, the Employer shall have the right to remove the employee without recourse to the grievance and arbitration provisions of this Agreement. If the Government or tenant agency merely requests the removal from a particular facility, the employee will be placed at another tenant agency's facility on the contract in accordance with the Employer's needs and the employee's seniority unless the Employer has cause to discharge the employee., In order to be placed at another location as set forth above, the employee must satisfy the applicable qualifications at that location under the Employer's service contract with the customer.

Section 5.5 The Company shall have the right to evaluate the work performance of the employees by this Agreement, and shall have the right to transfer, or discharge employees for inefficiency, incompetence, or inability to perform the work assigned to them. The Company shall have the right to transfer and/or reassign employees, regardless of seniority, in lieu of or in addition to disciplinary action for documented performance issues. Any such action shall be provided to the Union.

Section 5.6 The Company shall have the right to establish, administer, or change a drug and alcohol abuse prevention program in accordance with federal and state regulations. The Company shall have the right to test employees for drugs or alcohol upon reasonable suspicion, and to discipline employees based on the results of such tests.

Section 5.7 The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5.8 The above rights of management are not inclusive of all manners or rights which belong to management. Any other rights, powers or authority the Company had prior to signing this Agreement are retained by the Company, except those which violate express provisions of this Agreement.

Section 5.9 The Company agrees to notify the Union in writing prior to any change in policy or work rules affecting the terms and conditions of employment of the Bargaining Unit Employees, in order for the Union to register any suggestions or objections prior to implementation. This applies to permanent or extended policy or rules and not immediate or temporary policy or rules required to handle imminent or emergency situations.

Section 5.10 Transfers or removals of employees shall not be arbitrary, retaliatory or in violation of the No Discrimination Article. The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned

to any work location covered by this Agreement. In the event of reductions in total hours at a facility covered by this Agreement, absent agreement by the Union, the Employer shall make its best efforts to implement reductions in reverse order of seniority, in such a manner as to reduce the staffing complement and not the number of hours worked by employees.

## **ARTICLE 6** **NONDISCRIMINATION**

Section 6.1 The parties hereto agree that there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, or membership or non-membership in any labor organization, or other protected status as provided by law. The Company shall give due consideration to qualified Vietnam era veterans and to disabled individuals as provided by law. The Company and the Union agree that they shall comply with all federal, state and local employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, disability or other protected status in violation of such laws.

It is expressly agreed and understood that the dispute resolution procedures set forth in Article 13 of this Agreement shall be the sole and exclusive forum for resolving all claims, demands or actions arising under state or federal law arising from the employment relationship between the Company and its employees to the fullest extent permitted by such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), and the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Vietnam Veterans Act (38 U.S.C. § 4212), the California Family Rights Act (Government Code Section 12945 et seq.); the California Fair Employment and Housing Act (Government Code Sections 12940, 12941, 12936 et seq.), California Labor Code provisions, any other applicable state employment and wage and hour laws or wage orders, the Fair Labor Standards Act, the National Labor Relations Act and any other state or federal law relating to employment discrimination or termination, statute or common law.

## **ARTICLE 7** **HOURS OF WORK**

Section 7.1 Purpose of this Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Article or this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the

Company, including the scheduling of any pre-shift or post-shift guard mount time or gear-up/gear-down time.

Section 7.2 A "regular full-time employee" under this Agreement is one who works an average of thirty-six (36) hours per week. All other employees under this Agreement shall be classified as regular part time employees.

Section 7.3 Workweek. The Company's workweek shall consist of seven (7) days, beginning on Friday at 12:00 a.m. and ending the following Thursday at 11:59 p.m.

Section 7.4 Workday. A workday shall be defined as from 0000 hours until 2359 hours.

Section 7.5 Overtime Work. Employees may be required to work reasonable overtime assignments at the discretion of the Company. An employee not excused by the Company from performing assigned overtime, and who refuses to work overtime, will be subject to appropriate discipline. The Company commits to assigning mandatory overtime (or additional work hours) by the reverse seniority process, except in circumstances where late notice prevents the Company from doing so. The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances and must be authorized in advance by the Company.

Section 7.6 Overtime Work. For purposes of this Agreement, full-time employment is defined as thirty-six (36) working hours during a work week. Hours worked in excess of 40 hours during a work week will be paid at overtime as discussed in Article 14.

Section 7.7. Officers will sign-in at their scheduled start time and sign-out when they are properly relieved. If an officer is instructed to document an erroneous arrival or departure time then that officer must immediately contact Management without fear of reprisal.

Section 7.8. The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed. Any change of shift hours will be discussed with the Union prior to implementation; however the Company will have final authority in establishing shifts.

Section 7.9. Posts and hours are contingent upon the contractual agreement between the Company and the Government. Any changes of shift hours will be discussed with the Union prior to implementation; however, the Company will have final authority in establishing shifts.

Section 7.10 An employee that is required to report to work outside of his or her regular work schedule shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at straight time in lieu thereof; provided, the Company shall not be required to pay such reporting pay to employees who are required by the Company to report for meetings, training and other company sponsored events (such employees, however, shall

be guaranteed a minimum of (2) hours of work or two (2) hours pay in lieu thereof). It is expressly agreed and understood between the parties that "report to work" under this Section does not include instances where an employee is held over on his or her shift or is otherwise required to remain on duty after reporting to work. Time for all such instances shall be paid for time actually worked.

**Section 7.11 Payroll Dates/Method of Pay:** The Company pay week shall commence at 12:00 a.m. on Fridays and end at 11:59 p.m. on Thursdays. Employees shall be paid every other week (every other Thursday or previous non-holiday business day), subject to change by mutual agreement of the parties. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.

**Section 7.12 Undisputed Error:** In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made within one (1) week for undisputed errors over \$100.00 after the Company is given written notification of the error. All other such undisputed errors will be made on the next paycheck. Employees shall notify the Company of all errors on the part of the Company as to an employee's pay Within the shorter of: (1) two working days of learning of the error, or (2) two working days of when the employee should have known by reasonable diligence of the error. It is expressly agreed and understood that this Section shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect.

**Section 7.13 Direct Deposit:** All employees shall be offered the option of payment of wages by direct deposit. The Union shall use its best efforts to promote the use of direct deposit by all employee's. It is expressly agreed and understood that Employees who fail to elect direct deposit shall receive their weekly wages via mail to the Employee's last known address.

**Section 7.14 Personal Data:** Employees shall promptly notify the Company's director of Human Resources in writing on a Company-provided form of their proper mailing address and telephone number, and of any change of name, address, or telephone number. within ten (10) business days such change. The Company shall be entitled to rely upon the last known address in the Company's official records.

## **ARTICLE 8** **STRIKES AND LOCKOUTS**

**Section 8.1 – No Strikes.** Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided herein. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sickout, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or

permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

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

Section 8.2 – No Lockouts. During the term of this Agreement, the Company shall not lockout the bargaining unit or any employee.

## **ARTICLE 9** **HOLIDAYS**

Section 9.1 Eligibility. All employees will receive paid leave for the following twelve (12) holidays (or holiday pay in lieu thereof, if required to work the holiday):

New Year's Day	Martin Luther King, Jr. Birthday	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day	Good Friday

Employees must work the day before and the day after a holiday to receive the holiday benefit, provided the day before and the day after a holiday is not the employee's regularly scheduled day off, or the employee was on a pre-approved vacation day or pre-approved paid personal day.

An employee who is requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline up to and including discharge.

It is expressly agreed and understood that employees shall not be entitled to holiday pay when on leave, including leave taken under state workers' compensation laws.

Section 9.2 Rate of Pay. An eligible full -time employee who is not required to work a holiday shall be paid eight (8) hours pay at his or her straight time rate of pay. An eligible full-time employee assigned to work on a holiday will receive their straight- time wage, together with applicable Health and Welfare benefits and other fringe benefits, for all hours worked plus the eight (8) hours holiday pay specified above.

An eligible part-time employee who is not required to work on a holiday shall be paid a proration of the full-time holiday benefit based upon his or her average weekly hours for the previous two (2) weeks' work. An eligible part-time Employee, assigned to work on a holiday, will receive his or her straight-time wage for all hours worked plus a proration of the full-time holiday benefit up to eight (8) hours based upon their average weekly hours for the previous two (2) weeks work. Holiday pay that is prorated under this Article shall be rounded up or down to the nearest whole hour.

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

Section 9.3 The above designated holidays will be paid as follows:

- a. All employees covered by this Agreement will receive holiday pay only on the day the holiday is observed by the client. (E.g., if the holiday falls on a weekend and is observed the following Monday, employees will receive holiday pay only for the Monday on which the holiday was observed, not the weekend day upon which it falls.)
- b. Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay.

Section 9.4 Time paid for but not worked as a Holiday shall not be considered as time worked for the purpose of computing weekly overtime.

## **ARTICLE 10** **LEAVES OF ABSENCE**

Section 10.1 Court Leave - An employee who has completed his or her probationary period and who is required to report for jury duty, shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of five (5) work days; provided, however, for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay (without any supplemental fringe

benefit payments), less the amount received by the employee from the court or government agency.

Section 10.2 Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

Section 10.3 Bereavement Leave. An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's parent, sibling, child, step-parent, step-child, stepsibling, spouse, mother in law, father in law, uncle, aunt or grandparent. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased.

Section 10.4 An Employee who attends a funeral for a relative that is identified in this Section that is held outside of the continental United States shall be permitted to utilize up to one week of accrued vacation time if needed. Leave under this Section shall be conditioned upon the employee submitting to the Company. If the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased and, if leave is taken outside of the United States copies of travel documents verifying travel.

Section 10.5 Union Leaves of Absence. The Company will permit an authorized representative of the Union an unpaid leave of absence to attend meetings, training and/or conventions for the Union, provided a written request is received by the Program Manager at least three (3) weeks prior to the beginning of such leave, and providing that this leave does not negatively impact Company operations. In no event will more than three (3) Union representatives be permitted leave under this provision. The maximum total period of such leave shall be fourteen (14) days total in any calendar year.

Section 10.6 Family and Medical Leave.

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who completed 1250 hours of work during the 12 month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("Act") in accordance with its provisions.

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

Section 10.7. Sick and Personal Leave with Pay.

The parties understand and agree that the employees subject to this Agreement have received sick and personal leave time under the predecessor CBA, and that sick and

personal leave time shall remain in effect under the terms and conditions of the predecessor CBA through September 30, 2023.

A. Effective October 1, 2023, all employees shall accrue sick leave at the rate of 1 hour for every 30 hours worked, to a maximum of 56 hours per year (the 12-month period between October 1 and September 30). Sick days are to be used for a bona fide illness or injury, to attend a doctor's appointment or for such other purposes, including a bona fide illness or injury of a covered family member as set forth in 13 C.F.R. Part 13. To receive sick pay an eligible employee must notify his/her supervisor at least four (4) hours prior to start of his/her scheduled starting time. Sick leave shall be used to cover all missed hours in a shift – an employee may not elect to take less sick leave than a full shift unless insufficient leave remains on the books. In any event, sick leave may not be taken in increments of less than two (2) hours.

In addition to the sick leave set forth above, effective October 1, 2023, each full time employee shall receive two (2) personal days annually each October. Personal leave is vested in a lump each October 1, for the full-time employees employed on that date.

B. An employee with sick leave remaining on the books at the end of the October contract cycle shall receive the remaining benefit in cash. Only employees currently employed at the October payout shall receive the payment; unused sick leave is not paid out on termination. Unused personal leave shall not be cashed out.

C. Sick and personal leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. An employee may not take personal leave in increments less than four (4) hours.

D. An employee with sick/personal leave remaining on the books may not use vacation time to compensate for time lost due to illness or injury. An employee must exhaust his or her sick leave before using vacation time for that purpose.

E. An employee who has been absent due to illness for three (3) consecutive duty days shall be required to provide verification from a physician licensed by the state of the employee's residence confirming the employee's illness and authorization for absence from work. Failure to provide the required physician's verification shall be grounds for discipline up to and including termination and such leave shall not be reimbursed.

Section 10.8. Rate of Pay. Except as otherwise provided in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight-time rate of pay at the time the leave is accrued. Except as otherwise specifically provided in this Article, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime.

Section 10.9 Except as otherwise herein provided, it is agreed by the parties that there shall not be any loss of seniority while employees are on such leaves of absence as

provided for in this Article; however, employees shall not accrue vacation or sick leave or receive holiday pay during any unpaid leave of absence.

Section 10.10 No employee will engage in employment with another employer while on a leave of absence as provided for herein.

Section 10.11 Employer will make every effort to process leave requests in accordance with a decision-making sequence and criteria developed by the site supervisors. Any such process will account for reasonable input by the Union. Such procedures shall be written and displayed on site where information is customarily posted for employees to see. Parties acknowledge and agree that any such procedure may be improved through good faith discussions during the course of this Agreement.

## ARTICLE 11 VACATION

Section 11.1 Eligibility. All employees will earn vacation time up to the maximum amounts set forth below.

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of fifteen (15) years of service:	160 hours

Effective October 1, 2023, all employees will earn vacation time up to the maximum amounts set forth below.

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each subsequent anniversary to the date of hire with the Company or predecessor to the Contract between the Company and the Government. Although vacation accrues during the employee's anniversary year, vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor shall not be entitled to any vacation pay.

**Accrual Schedule.** Vacation for all employees is earned and accrued based on the employee's hours worked during the anniversary year. The accrual schedule shall be as follows:

1 <sup>st</sup> through 5 years of employment	.043 hours per hour worked
6 <sup>th</sup> through 15 <sup>th</sup> years of employment	.064 hours per hour worked

16<sup>th</sup> year of employment and after .086 hours per hour worked

Effective October 1, 2023, the accrual schedule shall be as follows:

1<sup>st</sup> through 5<sup>th</sup> years of employment .043 hours per hour worked

6<sup>th</sup> through 10<sup>th</sup> year of employment .064 hours per hour worked

11<sup>th</sup> year of employment and after .085 hours per hour worked

No employee may earn more than the maximum for that employee's years of service set forth in Section 11.1.

**Section 11.3 Rate of Pay.** Employees shall be compensated for vacation at the straight-time rate of pay (without fringe benefit payments) that was in effect at the time the vacation was accrued.

**Section 11.4 Vesting and Cash Out.** Vacation vests on the employee's first Service Contract Act work anniversary, and each anniversary thereafter. Any vested and unused vacation will be paid out in cash to the employee in the first full regular pay period after each subsequent anniversary. An employee with vested and unused vacation on the books upon separation from employment shall be paid such unused vacation balance in cash. An employee with vested vacation on the books who wishes to receive cash in lieu of taking leave may do so at any time during the anniversary year, in increments of no less than eight (8) hours. An employee who cashes out vacation during the anniversary year shall not be entitled to take unpaid leave except under unusual circumstances that must be approved by management.

Section 11.4 Vacation Scheduling. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company; provided, however, the Company shall retain the final right to approve, deny, schedule and cancel all vacations. Employees may not take vacation in increments of less than eight (8) hours. All vacation requests shall be in writing on the Employer's vacation request form and delivered to the employee's immediate supervisor. Except for the bidding window described in Section 11.6, all vacation requests shall be granted or denied in writing within five (5) business days of receipt.

No more than five (5) percent of the workforce may be on vacation at any time. Vacation requests will be granted in accordance with Bargaining Unit Seniority. Conflicts in vacation scheduling shall be resolved based on Seniority.

Section 11.5 An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, and each continuous year of employment thereafter, at the employee's annual anniversary date, the employee's vested but unused vacation shall be paid to the employee: Such vested but unused vacation shall be paid by a separate check on the first payroll date following the employee's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of

employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

Section 11.5 Vacation Bidding. Commencing in October 2023, and each October thereafter, the Employer will collect vacation requests for the following calendar year between October 1 - 15, inclusive. Vacation requests submitted during that window will be granted in order of seniority, up to a maximum of 5% of the workforce. The results of the vacation bid will be provided to all employees and to the Union no later than October 31. Vacation requests submitted after October 15 and throughout the year will be granted on a first-come, first served basis.

## **ARTICLE 12** **DISCIPLINE AND DISCHARGE**

Section 12.1 Just Cause. All employees are required to follow the policies and procedures in the Paragon Handbook, their post orders, and Government rules and policies applicable to the contract and duty location. No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement.

For the following alleged offenses, the parties agree that a proven violation shall constitute just cause for discipline up to and including discharge. For the following alleged offenses, the parties agree to limit the jurisdiction of any arbitrator hearing a grievance under this Agreement to a determination of whether or not the accused employee actually committed the offense. If the arbitrator finds in the Employer's favor on that question, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the discipline imposed by the Company for a proven violation of any of the following:

A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR Sections 101-20.3.

B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a penalty against the Company by the United States Government or DHS).

C. Insubordination (including, without limitation, deliberate failure to carry out assigned tasks, refusal of a direct order, abusive language directed toward a supervisor, and similar conduct).

D. Conducting personal affairs during official time without prior approval from the Employee's supervisor or Project Manager.

E. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.

F. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.

- G. Theft, vandalism, or criminal acts.
- H. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy.
- I. Improper use of official authority or credentials.
- J. Unauthorized use of Government communications equipment or other Government property.
- K. Misuse of weapon(s), violation of the Company weapons policy, or possession of private firearm or other private weapon on the job.
- L. Violation of Government security procedures or regulations, including, without limitation, those set forth in the Security Guard Information Manual or SmartBook.
- M. Violation of state or federal laws regarding the possession or use of a firearm.
- N. Unauthorized post abandonment.
- O. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- P. Falsification of time records.
- Q. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- R. Sexual, racial or verbal harassment in violation of Company policy.
- S. Any violation for which the Company receives a 2820 from the Government.
- T. Failure to appear for work without notice ("no-call no-show").

The foregoing is not intended to be the complete list of offenses for which disciplinary action may be imposed. It is expressly agreed and understood that the Company shall have the right to establish from time to time other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same. The employer shall have the right to determine the level of discipline.

Section 12.2 Absenteeism. Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to be absent from work or late reporting to work without prior authorization, unless the employee uses available sick leave to account for the absence. "Calling off" in advance, while required, is not sufficient to excuse an absence or tardiness. Sick leave may not be used to account for tardiness.

Employees shall provide as much advance notice as possible of an absence or tardiness. A minimum of six hours of notice is required in order to ensure that posts can be covered without undue hardship to fellow employees. In no case shall notice of an absence be given less than four (4) hours in advance. Failure to provide at least four (4) hours' notice of an absence to the Program Manager/Supervisor in advance will result in skipping of a one step in the progression of discipline described below, and the employee shall not be eligible to use sick leave to excuse the absence. (There shall be no skipping of a step in the event of tardiness.)

Each unauthorized absence (after exhaustion of sick leave or ineligibility due to late notice) or late reporting for work will result in the following disciplinary progression, unless the Company determines, in its sole discretion, that mitigating circumstances rendered the event beyond the employee's control.

With respect to the first unauthorized absence or tardiness within any consecutive 12-month period, a verbal reprimand will be given.

With respect to the second unauthorized absence or tardiness, or first absence without at least four hours' notice, within any consecutive 12-month period, a written reprimand will be given.

With respect to the third unauthorized absence or tardiness within any consecutive 12-month period, a one-day suspension will be given.

With respect to a fourth unauthorized absence or tardiness, or second absence without at least four hours' notice, within any consecutive 12-month period, a five-day suspension will be given.

With respect to a fifth unauthorized absence or tardiness within any consecutive 12-month period, the employee will be terminated.

It is expressly agreed and understood between the parties that this is a "strict liability" absentee policy.

Section 12.3 Open Post. Notwithstanding the progression of discipline set forth in Section 12.2, if an employee's unexcused lateness reporting to work causes an Open Post, a one day suspension will be given. On the second such offense within a consecutive 12 month period, a three day suspension will be given. On the third such offense within a consecutive 12 month period, a five day suspension will be given. On the fourth such offense within a consecutive 12 month period the employee will be terminated.

It is expressly understood and agreed that this Open Post policy is to be administered in a spirit of fairness, and that the Company retains the right to waive such suspension if it is determined that the lateness reporting to work was the result of circumstances entirely beyond the employee's control. It is further expressly understood and agreed that traffic delays and congestion, weather delays, childcare issues, and similar circumstances are part of every employee's daily commute, and it is the employee's responsibility to anticipate such delays and structure their commute accordingly.

Section 12.4 Standards of Conduct. It is acknowledged and recognized that the Company is in the business of providing security services to the United States Government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job

requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action up to and including termination. It is expressly agreed and understood that the issuance of a 2820 by the Government shall constitute prima facie evidence of failure to meet this standard and shall constitute just cause for discipline without the need for any government or client witness to appear and testify at any subsequent arbitration proceeding. The Union shall be shown a copy of the 2820. However, nothing in this section shall be considered to relieve the Employer of its obligation to perform an independent investigation of all disciplinary matters.

Section 12.5 Personal Electronics. The use of or visible possession of personal cell phones, tablets, laptops, gaming devices, Bluetooth earpieces, headphones, smart watches, or any other unauthorized electronic device on post is forbidden. For the purpose of this section, “use or visible possession” includes any visible possession or engagement of the device on post, including making or receiving a call, checking the time, checking email, checking texts, engaging or disengaging an alarm, charging of the device, and any other unauthorized use or visible possession whatsoever.

For violation of this section, a three day suspension will be given on the first offense. On the second offense within any consecutive twelve month period, a five (5) day suspension will be given. On the third such offense within any consecutive twelve month period, the employee will be terminated.

An employee with a bona fide emergency need to have means of contact with family members while on duty (such as hospitalization of a family member) shall notify his or her supervisor of the need and make arrangements with the supervisor to communicate emergency messages.

Section 12.6 Investigatory Interviews. Subject to, and in accordance with the National Labor Relations Act, any investigatory interview between an Employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union Official or Steward, if such Officer or Steward is reasonably available. If an Officer or Steward is not available, the Employee will be offered a peer as a witness.

Section 12.7 Removal of Verbal/ Written Records. Disciplinary records shall remain in personnel files throughout an employee’s tenure with the Company, unless reversed or altered in the grievance and arbitration process.

The Company agrees that when considering discipline for a current infraction, that only the previous rolling twelve (12) month period for verbal/written records and eighteen (18) month period for suspensions of employment will be considered when determining current discipline.

Section 12.8 Progressive Discipline. The Employer recognizes the principals of progressive discipline. Accordingly, the Employer will utilize progressive steps (e.g., reprimands or warnings, followed by suspension, followed by termination), as it deems

appropriate considering the circumstances. Therefore, nothing herein shall require the Employer to begin the disciplinary process at any particular level, and that the Employer's right to determine that immediate termination is appropriate in certain situations is therefore not limited by this provision. To achieve a fair and uniform method of calculating disciplinary time periods under Article 12 of this Agreement, one "day" of discipline shall mean a loss to the employee of "8 hours of work" and one "week" of discipline shall mean a loss to the employee of "5 days of work" which means "40 hours of work." Employer has the exclusive right to determine how all disciplinary time periods are implemented.

### **ARTICLE 13** **GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

Section 13.1 – Grievances. A grievance shall mean a disagreement or dispute raised by the Union or an employee which arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement or the employment relationship between the Company and employee, including but not limited to claims of unlawful employment discrimination as set forth in Article 6 of this Agreement.

Except as otherwise expressly stated in this Agreement, the procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted by the Union or any employee. Grievances involving the discharge or suspension of an employee will begin at Step 3.

Prior to the filing of a formal grievance, the employee and/or his or her Union representative shall notify the Captain of the basis for the grievance and make an informal attempt to resolve the issue. In the event that informal effort is unsuccessful, the formal grievance process shall proceed as follows:

Step 1 – Notice to Captain . The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's direct supervisor within seven (7) calendar days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The supervisor shall respond in writing to the grievance within seven (7) calendar days of his/her receipt of the grievance to the Union.

Step 2 – Notice to Contract Manager. If the grievance is not settled at Step 1 or if the supervisor does not respond within seven (7) calendar days of the Step 1 notice, the employee and/or his or her Union representative shall, within seven (7) calendar days of the date the supervisor responded or the date which the supervisor should have responded, whichever is sooner, submit the grievance in writing to the Company's Project Manager or his/her designee. The Company's Project Manager shall respond to the grievance within seven (7) calendar days of receipt of the grievance.

Step 3 – Notice to Paragon Corporate. If the grievance is not settled at Step 2 or if the Program Manager does not respond within seven (7) calendar days, the Union shall,

within seven (7) calendar days, present the grievance in writing to the Paragon Corporate Office. The Company's designated email address for the receipt of Step 3 grievances is [grievances@parasys.com](mailto:grievances@parasys.com). The Company shall respond in writing to the grievance within seven (7) calendar days.

A. Written Presentation. All grievances shall set forth the facts giving rise to the grievance, the provisions of the Agreement, if any alleged to have been violated, the names of the aggrieved employees and the remedy sought. All grievances shall be signed and dated by the employee or Union representative. All written answers submitted by the Company shall be signed and dated by the appropriate Company representative, and shall be presented to the aggrieved employee and the Union.

B. Provisions of the Essence. The time limitations set forth in this Article are deemed of the essence of this Agreement. No grievance shall be accepted by the Company unless it is submitted within the time limitations and written presentation provisions set forth in section 13.1. If the grievance is not timely and properly submitted at Step 1, it shall be deemed waived. If the grievance is not timely and properly submitted at Step 2 or 3, it shall be deemed finally settled in accordance with the Company's Step 1 or 2 responses, if any, respectively, and the parties shall be bound thereby without recourse to section 13.3.

C. Representation. An employee shall be permitted to have a Union Representative at each step of the grievance procedure.

The Union and the Company may mutually agree to waive the time limits set forth in this Article.

Section 13.2 – Voluntary Grievance Mediation. If, after receiving receipt of the Company's Director of Labor Relations response, the grievance is not settled at Step 3, upon the mutual agreement of the Company and the Union, the parties may submit the grievance to Federal Mediation and Conciliation Service for resolution through non-binding mediation. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration pursuant to section 13.3.

Section 13.3 – Arbitration. If after receiving receipt of the Step 3 response, or if the Company does not respond within seven (7) calendar days, the grievance is not settled at Step 3, the Union may, within seven (7) calendar days after receipt of the Company response or non-response to Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company seven (7) calendar days after the Union receives the Company's Step 3 answer, or after the deadline for the Step 3 answer has passed with no response from the Company. Such notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as well and will provide the Company with reasonable notice of the nature of the grievance. Within ten (10) calendar days of service of the arbitration notice, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Within ten

(10) days after the parties have chosen an arbitrator from the panel, the Union shall contact the arbitrator to obtain a hearing date. The time limitations set forth in this Article are deemed of the essence of this Agreement. No grievance shall proceed to Arbitration unless it is submitted and pursued within the time limitations and provisions set forth herein.

Except as otherwise expressly provided herein, the American Arbitration Association's Rules for the Resolution of Employment Disputes shall control the resolution of any and all disputes submitted to arbitration under this Agreement. The Arbitrator shall conduct a hearing on the grievance. The decision or order of an Arbitrator shall be final and binding and shall be in writing. Any back pay award shall be reduced by any sums received as unemployment compensation or from other interim employment.

It is expressly agreed and understood by the parties that the failure of the Arbitrator to issue the award within sixty (60) calendar days shall render any award null and void. It is further agreed that as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) calendar days of the close of the hearing or receipt of the briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may re-submit the dispute to arbitration before another arbitrator within fifteen (15) calendar days of the expiration of the of the sixty calendar days period.

The Arbitrator shall have no authority to alter, amend or add to this Agreement. None of the time limits or presentation requirements contained in this Article may be waived or extended except by mutual agreement in writing. All fees and expenses of the arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing Party shall pay such charge unless the postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the Parties. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties. Each Party will bear its own legal expenses and costs incident to witnesses.

Section 13.4. Only grievances which involve an alleged violation by the Company of a provision in this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Notwithstanding any other provision of the Agreement, no grievance shall be arbitrable with respect to:

(a) Any matter involving the administration, interpretation, or application of any insurance plans;

(b) A decision of the Company to discipline, discharge, or otherwise not retain or hire an employee based on the U.S. Government's or any of its Officials' determinations that an employee is unacceptable to the Government to perform service on the service contract irrespective of the reason or reasons the U.S. Government, or any of its Officials

find the employee unacceptable to perform services. Evidence of the Government's determination shall be given to the employee upon termination from the Company.

**ARTICLE 14**  
**WAGES**

Section 14.1 Straight Time Rate of Pay. The Company agrees to pay employees at the straight time rate of pay set forth below for all time spent working at the designated post:

Current:	
Armed Security Officer:	\$28.65
Secret Post	\$29.40 (includes \$0.75 premium)
Top Secret Post	\$30.65 (includes \$2.00 premium)

Effective October 1, 2023:	
Armed Security Officer:	\$30.65
Secret Post	\$32.15 (includes \$1.50 premium)
Top Secret Post	\$33.65 (includes \$3.00 premium)

The parties will negotiate the rates to be effective each successive October 1 at least 60 days prior to the effective date.

Section 14.1.1 Secret and Top Secret Posts. Effective October 1, 2023, all work performed at a post requiring a Top-Secret clearance will be paid an additional \$3.00 per hour (reflected in the rate above). Effective October 1, 2023, all work performed at a post requiring a Secret clearance will be paid an additional \$1.50 per hour (reflected in the rate above). The "Secret" and "Top Secret" rates of pay shall be payable only for time spent on a Government-designated "Secret" or "Top Secret" post. An employee with a "Secret" or "Top Secret" clearance working a non-cleared post shall receive the "Armed Security Officer" rate for that time.

Section 14.2 Shift Differential. All work performed on assigned shift between the hours of 2000 to 0600 Monday through Friday and worked on weekend shifts, defined as time worked between 12:01 a.m. on Saturday and 11 :59 p.m. on Sunday shall be paid an additional \$0.30 per hour. Work started in one period will not be paid shift differential for the following period if staying over for any period less than four (4) hours. Schedule shifts that start within one shift and end in the next will continue to be paid at the rate of the shift in which work started.

Section 14.3 Overtime. Overtime pay is calculated at one and one-half (1.5) times the employee's "regular rate" for all hours of work in excess of forty (40) hours of actual work in any single work week. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility. It is understood and agreed that if an employee works at two or more different rates in a single

workweek, the “regular rate” for overtime purposes will be calculated in accordance with 29 C.F.R. Section 778.115.

Section 14.4 Training. The Company agrees to pay employees who are required to participate in all training conducted by the Company, or by the Federal Government pursuant to the contract between the Company and the Government, at the straight time rate of pay set forth in Section 14.1 effective at the time of testing/training. Notwithstanding the foregoing, in the event that an employee is required to repeat a training course/qualification, the Company shall pay for the employee’s work time while taking such courses, training, or additional weapons range time at the FLSA minimum wage rate or the State minimum wage rate, whichever is higher.

Section 14.5 The Employer shall schedule, in a timely manner, full-time and part-time employees to obtain any federal government required physical examination at no expense to the employee (only for one examination). If an employee does not appear for or obtain his/her federal government required physical examinations prior to the time by which it must be obtained, Employee will be removed from the schedule until such time he/she secures said physical..

Section 14.6 If an employee does not successfully complete and pass his/her federal government required First Aid and/or CPR examination prior to the time by which such examinations must be taken and passed, the employee shall be removed from the schedule, until such time as he/she secures the required First Aid/CPR certification, in no case longer than two (2) weeks. The employee will have two (2) opportunities to pass the First Aid/ CPR examinations. If the employee fails to do so, or fails to report for a scheduled examination, (unless such failure is the result of a documented emergency Circumstance), the employee shall be removed from the site.

Section 14.7 The Employer will schedule employee's re-qualification at least one (1) month prior to their expiration, when possible. A weapons training or qualification session is defined as two attempts to shoot for training or qualification within the same day or training period. For weapons qualification the Employer will afford to employees the opportunity to have one (1) practice session prior to any formal qualification/re-qualification test. The Employer will provide each unit employee with up to three (3) qualification/re-qualification sessions at which they will have two (2) opportunities to qualify. Any officer that fails a session of weapons qualification must take a mandated remedial course before their next qualification/re-qualification attempt. After failing to qualify in session one the employee will attend an 8-hour training class. The employee will then attend session two (2) having two (2) more attempts to qualify. The company will bear the cost of the 8-hour refresher training, range cost and employee paid at regular wage.

If the employee fails after the second session he/she will be offered a second remedial class and re-qualification session by the Employer at no cost to employee, but the time spent at these events will be paid at minimum wage. The employee shall be reinstated immediately upon qualifying. If the employee is unable to re-qualify after this final session, the employee will be separated from the contract and eligible to re-apply after six months.

Section 14.8 Travel. In the event that an employee is required to work a temporary assignment, other than his/her normal assignment, it is agreed that each employee's regular commute is approximately 45 minutes, each way. Any travel time beyond 45 minutes shall be compensated at the straight-time rate set forth in this Agreement.

The Company will make the necessary hotel reservations and arrangements. Company related travel expenses will not be approved unless authorized in advance in writing by an employee's supervisor or other company designated manager. The employee will be required to submit a completed Company expense form, including all receipts, within two weeks after incurring the expense. Authorized expenses will be paid promptly after the Company's Finance Department has received a fully completed expense form. Expenses should ordinarily be reimbursed within thirty (30) days of receipt of a properly completed form. In the event reimbursement will be delayed beyond 30 days, the employee will receive a written explanation of the delay from the supervisor.

Gasoline expenses on travel for temporary assignments shall be reimbursed for all travel that is more than sixty (60) miles from the employee's home. Gasoline expenses are calculated assuming 20 miles to the gallon of gasoline, and an average gasoline cost of \$4.00 per gallon. The parties agree to meet and negotiate this rate on an annual basis, to ensure that the cost of gasoline in the agreement reflects actual costs.

Section 14.7 All Other Time. Except for training and testing discussed in Section 14.4, health and fitness exams discussed in Section 14.5, and travel discussed in Section 14.6, above, the Company agrees to pay employees the State or FLSA minimum wage rate (whichever is higher) for all hours worked (as that term is defined under the FLSA) that are not considered work on the contract, and thus are not paid at Service Contract Act rates. Examples of such duties include gear-up time on site (if applicable) FBI clearance interviews and other similar duties.

## **ARTICLE 15** **HEALTH AND WELFARE BENEFITS**

A. The Employer will make the following health and welfare contributions on all hours worked plus vacation actually taken, up to forty (40) hours per week and up to a total of 2080 hours per contract year for all Employees covered by this Agreement as described in this Article.

Current: \$4.00, diverted to the predecessor Union Trust.  
Effective September 1, 2023, the Health and Welfare contribution shall be diverted to the Employer Health and/or 401K plan.

Effective October 1, 2023, \$4.57 will be diverted to the Company Medical Plan and/or Retirement Plan.

The parties will bargain the rates to be effective each subsequent October 1 no later than 60 days prior to such effective date.

B. On an annual basis, employees who work 30 or more hours per week shall have the option of electing health benefits. Employees who decline coverage shall have the contribution set forth above deposited into the Company 401K account.

C. The health and welfare benefit provide by the Company under this Section may be used by employees to pay premiums and/or contributions to IRS qualified, bona fide health insurance, life insurance and disability plans offered by the Company as selected or directed by the employee.

D. Any claims for benefits under the health plans offered by the Company will be subject to those plans' administrative review procedures not to the grievance and/or arbitration procedures of this Collective Bargaining Agreement.

E. Health and welfare benefits are paid on all hours worked plus vacation actually taken. No contributions will be paid on sick leave, or holiday hours, or on any leave cashouts.

## **ARTICLE 16** **GENERAL PROVISIONS**

Section 16.1 Non-bargaining unit employees, including supervisory employees, shall not perform bargaining unit work except in the case of emergencies or for training employees.

Section 16.2 Pay days shall be every other Thursday. The Company reserves the right to change pay periods or paydays for legitimate business reasons, provided the Union and employees are given at least three (3) weeks' notice of the change.

Section 16.3 The Company shall provide, at no cost to new employees, uniforms and other equipment as required under the Company's contract with FPS. The Company shall also replace, at no cost to the employee, uniforms and equipment that are worn out and cannot be repaired. Uniforms and equipment will be kept clean and presentable by the employee. Any neglect in the maintenance of uniforms may result in discipline of the employee. The Company reserves the right to inspect uniforms and/or equipment at any time to ensure that they are being properly maintained by the employee.

If an employee believes that a uniform or equipment item has become worn out and cannot be repaired, that item must be presented to a supervisor along with a properly complete requisition form for a replacement item. Whenever possible the uniform or equipment item will be collected by the supervisor. If the uniform or equipment item is in service at the time of such a request it must be relinquished at the time a replacement is

provided. At no time will a new uniform or equipment item be provided without the worn out uniform or equipment item being returned.

The Company shall also set aside one week in October and one week in April when employees shall have the opportunity to address uniform and equipment issues, including holsters and ballistic vests in the Company's designated office.

Section 16.4 Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance, in accordance with Company, FPS and DHS policy.

Section 16.5 The Employer will allow the Union up to 30 minutes (unpaid) during new hire training to discuss the Union and Officer representation. Union officials participating in such meeting will not be paid. There will be no derogatory comments about the Employer or individuals during these meetings.

Section 16.6 Labor Management Meetings. The parties agree to hold Labor-Management meetings on a quarterly basis. It is agreed that grievances, charges, lawsuits, etc. will not be discussed during these meetings.

Section 16.7 Call in Pay. When a non-probationary employee is called in or scheduled to work by management outside of his/her regular scheduled working hours, he/she will be guaranteed a minimum of two (2) hours of pay or pay for time actually worked, whichever amount is greater, at his/her base straight time, hourly rate. Hours paid but not actually worked under this provision shall not be construed as time worked or paid for the purposes of computing overtime hours worked to compute overtime pay.

## **ARTICLE 17** **SENIORITY**

Section 17.1 Government Seniority is the total length of time spent by an employee in any capacity in the continuous service of the present (successor) contractor for the time spent in performing on the Government contract itself, and where applicable, the total length of time spent in any capacity as an employee in the continuous service of any predecessor contractor(s) who carried out similar contract functions on the Contract. Government Seniority shall be used in determining the applicable fringe benefits earned by employees under provisions of the Service Contract Act and this agreement.

Such seniority shall be computed from the first day assigned to post on the contract of the employee's most current employment in a classification in said bargaining unit.

Section 17.2 An employee must have successfully completed three (3) months or 90 calendar days from date of hire with the Employer in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on

probation and he may be disciplined or his services may be terminated at the sole discretion of the Employer without any recourses by said probationary employee, with the exception of wages and condition of employment, to the grievance procedure set forth in this Agreement. The Union does not represent probationary employees in matters related to disciplinary action or layoffs. The Employer, in exercising its rights in this Section, will not violate Article 8 of this Agreement. At the end of such probationary period, the employee shall acquire seniority from the first day assigned to post on the contract, as mentioned in Section 17.1 above.

Section 17.3 Where two employees have the same seniority date, the employee with the highest most recent firearms qualification score will be regarded as the senior employee of record for the seniority provision of this Agreement.

Section 17.4 Seniority shall govern lay-off and recall, if they can meet qualifications and requalification. Lay-offs shall be made in the following order, based on the employee's service:

1. Part-time employees
2. Full-time employees

Recall shall be in the reverse order of layoffs. Lay-offs shall be in inverse order of seniority.

Section 17.5 An employee shall lose all seniority rights for any of the following:

- A. Quits.
- B. Discharged for just cause.
- C. Fails to work following recall after a lay-off within two business (2) days after being notified by telegram or registered mail, use of which shall be considered to be notification, sent to his last known address.
- D. Laid off, off sick, off injured, or has an illness or injury compensable under Workmen's Compensation, for a continuous period of one (1) year or more.
- E. Fails to meet a qualification or requalification requirement in accordance with the Government contract.

Section 17.6 The Employer agrees to furnish the Local Union with an up-to-date seniority list every six (6) months. Seniority lists shall be provided by the Company at Union's request, to include full-time and part-time employees.

Section 17.7 An employee who transfers out of the bargaining unit to a supervisory position will not continue to accumulate seniority while transferred out of the bargaining unit. If the employee returns to the bargaining unit within a ninety (90) day period, the employee shall not lose his seniority rights in the bargaining unit, which he held at the time of transfer out of the bargaining unit. If the employee remains outside of the

bargaining unit over ninety (90) days , his Union seniority will be terminated in the bargaining unit. However, said employees total seniority for wage and benefits level entitlement shall remain unimpaired and unaffected.

Section 17.8 The Company shall make every reasonable effort to distribute overtime as evenly as possible during the term of this agreement among employees regularly assigned to the particular local area by seniority. Seniority shall be used in the assignment of overtime (on a rotating schedule) except in situations dictated by availability of personnel and amount of notice given for overtime. Personnel who would incur travel costs to cover overtime are not considered “available” for the purpose of this section. It is expressly understood that this section does not obligate the Company to call in an employee who would incur travel costs to cover overtime.

On a quarterly basis, the Company will issue a sign-up sheet for employees to indicate their availability for overtime. The sign-up sheet will be provided to the Union for distribution. When the Company has sufficient notice of an overtime requirement, the Company will contact the employees on the sign-up list by order of seniority to offer the overtime opportunity. Upon receiving the call, that employee will then be moved to the bottom of the list, whether he accepts or declines the assignment. An employee who declines two (2) overtime assignments in a six-month period will be removed from the list and will not be eligible to be placed on the following quarterly list.

If requested to work overtime (i.e. over forty (40) hours in a work week or extra hours), and the seniority system is not invoked due to shortness of notice, the Employee who is subject of the request shall be required to work the overtime. In the event an employee is held over due to shortness of notice earlier in the workweek, so that the holdover time is not in an overtime status, the affected employee’s regular work schedule will not be adjusted later in the workweek to prevent him from going into overtime status as a result of the holdover.

Nothing in this section or this Agreement shall be interpreted to require the Employer to incur overtime, when such additional work hours can be covered by employees in a non-overtime status. The purpose of this section is to govern the assignment of overtime hours when such overtime is not avoidable by the Employer.

## **ARTICLE 18** **SCOPE OF AGREEMENT**

Section 20.1 This Agreement shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or

requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on August 31, 2026 and shall remain in force and effect from year to year thereafter unless, not less than sixty (60) days prior to the anniversary of the Agreement, either party gives notice of its intention to modify or terminate this Agreement.

Section 20.2 In the event that any provision of this Agreement (including addendum hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the Parties agree to renegotiate such provision of this Agreement for the purpose of making it/them conform to the decree, decision, regulation or statute so long as they shall remain legally effective. It is the express intention of the Parties that all other provisions not declared invalid shall remain in full force and effect.

Section 20.3 Waiver of Bargaining Rights and Amendments to Agreement. The parties acknowledge that, during the negotiation which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed, by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not (a) such matters are specifically referred to in this Agreement, (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement, or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 18.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

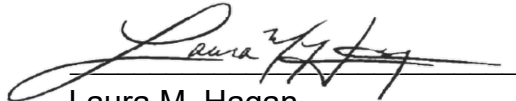
Section 20.4 Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 20.5 - Integration. This Agreement and the addendum attached hereto contains the entire understanding, undertaking, and agreement of the Company and the Union, and: finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.

Paragon Systems Inc.

United Federation LEOS-PBA Law  
Enforcement Officers Security &  
Police Benevolent Association



Laura M. Hagan  
Paragon Systems, Inc.  
General Counsel



Steve Maritas  
United Federation LEOS-PBA Executive  
Director

DATE: 8/25/2023

DATE: 8/25/23

## Appendix A

**Job Vacancies.** Posts and hours are contingent upon the contractual agreement between the Company and the federal government. The Company shall not make permanent changes to Employee work schedules previously awarded based on bid and seniority without conducting a schedule bid as described in this Section. This applies when the Company makes permanent changes to the schedule as a whole, not when it changes individual employee schedules for operational or other reasons.

### Shift Bidding

Shift openings will be posted for bid on a quarterly basis for qualified bidders to place their bids. An employee who is awarded a bided shift for which he or she bid on must accept it. After being awarded a full-time / part-time shift bid, an employee may not bid for a period of six (6) months. An employee who is unable to perform the position to which he or she bid to the satisfaction of the Company within ninety (90) calendar days after being awarded the job shall be transferred to another permanent position or building.

**Comfort Breaks.** The Company shall make reasonable efforts to rotate posts in a manner that allows each employee an equal opportunity to perform duties at posts with stools or chairs, if available. Such efforts by the Employer shall be subject to operational needs including but not limited to post-specific qualifications. Any such post rotation shall not be considered a violation of a bid awarded schedule. The Labor- Management Committee shall be convened on a quarterly basis to review the rotation schedule and discuss modifications to it.

**Donning and Doffing.** It is expressly agreed between the parties that the time spent by each employee in loading his or her firearm into a duty-ready condition is impracticable to capture accurately on a daily basis. The parties agree that this task in no case takes longer than ten (10) seconds. It is also expressly agreed that the loading of the firearm may be done at any time before the employee commences his or her duty shift, and the Employer does not mandate that it be done at any particular time or place. Employees must comply with the rules and regulations of the facility at which the employee is posted regarding the use, storage and transport of firearms. This time shall not be considered to commence the employee's tour of duty, but shall be considered compensable time for calculation of the regular rate and overtime.

In order to ensure that each employee is fairly compensated for the time spent loading the firearm, the parties agree as follows:

Each employee shall be paid for an additional twenty (20) seconds per duty day, at the rate of \$15.00 per hour. Any partial time at the end of the workweek shall be rounded up to the nearest whole minute.

**Federal Government Shutdown:** In the event of a federal government shutdown, employees who are furloughed may request to be paid accrued vacation leave.

**Health and Fitness exams.** The Company will pay employees up to four (4) hours at the straight-time rate of pay for health and fitness exams. Any time for health and fitness examinations in excess of four hours will be paid at the FLSA minimum wage rate or the State minimum wage rate, whichever is higher.

## Appendix B

United Federation LEOS-PBA & its Affiliated Unions & Divisions| Membership Authorization for check-off of dues

EMPLOYER: \_\_\_\_\_ ITS SUCCESSORS AND ASSIGNS

Worksite \_\_\_\_\_

I hereby assign to the United Federation LEOS-PBA, Law Enforcement Officers Security and Police Benevolent Association (LEOS-PBA), the International Union, and its affiliated National Unions and Local Unions hereinafter referred to as the "Union," from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the International and/or National Union may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time in accordance with its Constitution and By-Laws. I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while the authorization is in effect. \* This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective bargaining agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner. This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and it shall be applicable to any successor or assign of my current Employer. While contributions or gifts to the Union are not tax deductible as charitable contributions for Federal income tax purposes they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Rate of pay \$ \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*No dues will be deducted until there is a contract and/or an assumption of your union security clause with your new Employer. In accordance with Beck v. Communications Workers of America, 487 U.S. 735 (1988) your Beck Rights can be found on our website at <https://www.leospba.org/beck-rights>

Said employee acknowledges that by signing the above he/she has received and had an opportunity to view their Beck Rights on our website prior to signing this card.