

**COLLECTIVE BARGAINING
AGREEMENT**

Between

PARAGON SYSTEMS, INC.

and the

**COMMITTEE FOR FAIR AND EQUAL
REPRESENTATION
(CFER)**

DHS/FPS Security Guards II

State of Illinois and Chicago Loop Contract

December 1, 2023 - December 31, 2026



COMMITTEE FOR FAIR & EQUAL REPRESENTATION

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THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into by and between PARAGON SYSTEMS, INC. hereinafter referred to as the "Employer" or "Company," and the COMMITTEE FOR FAIR AND EQUAL REPRESENTATION, (CFER), with offices currently located at P.O. Box 2506 Calumet City, IL. 60409 hereinafter referred to as the "Union."

This agreement is made and entered into on ratification and full execution by all parties. This agreement shall be effective as of the date of ratification and shall continue in full force and in effect until Midnight, December 31, 2026 for the said locations. Under this agreement, the Company and the Union collectively agree to treat each other, at all times, with dignity, respect, and fairness in order to efficiently and productively perform their duties and fulfill the obligations of the contract and to the client.

ARTICLE 1 - RECOGNITION

Section 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all full-time and regular part-time security guards assigned by the Employer to the federal buildings in the state of Illinois pursuant to the Employer's Contract No. 70RFP418DE5000001 (the "DHS/FPS Contract") with the U.S. Department of Homeland Security/Federal Protective Service, and its successor(s), for the provision of security services at said facilities, but excluding all managers, supervisors, assistant supervisors, sergeants, lieutenants, captains, office and/or clerical employees, and all other employees of the Employer.

Section 1.2 This recognition of the Union only applies to the extent the work is being performed pursuant to the DHS/FPS Contract. Furthermore, it is agreed that the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement.

Section 1.3 The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Article 1, Section 1, above. The term "full-time employee" shall refer to employees who are classified as "full-time" and regularly scheduled to work 40 hours per regular workweek.

Section 1.4 It is expressly understood that non-bargaining unit employees may perform bargaining unit work in emergency situations such as last minute call offs, Emergency Guard Service, or other scheduling emergencies as determined necessary by the Employer and as allowed by the DHS/FPS, provided, however, that the wages and benefits of non-bargaining unit employees assigned to perform bargaining unit work shall, in no event, be less than the wages and benefits provided by this Agreement. It is also understood that as soon as possible bargaining unit employees will be assigned to those duties. It is further expressly understood that bargaining unit employees who are temporarily assigned to perform non-bargaining unit work shall receive the wages and benefits under this Agreement, or the wages and benefits normally applicable to employees performing such non-bargaining unit work, whichever is greater.

Section 1.5 The Company and the Union agree that Employees must meet the qualifications of, and adhere to the requirements of, the Contract with FPS/DHS under which the Employer provides services subject to this collective bargaining agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the DHS/FPS's facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct, provided that whenever feasible the Employer gives the Union prior notice; and to assign duties to employees in accordance with the needs and requirements of the DRS/FPS and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

Section 2.2 The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause, subject only to the express and specific terms of this Agreement.

ARTICLE 3 - SENIORITY

Section 3.1 Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit for the Employer; provided, however, that in the case of an employee who was employed as a security guard by a predecessor federal contractor, seniority shall be the length of the employee's continuous service in Federal DHS/FPS contracted security with the Employer and its predecessor contractor(s). Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, and other situations as provided for in this Agreement.

(a) The employee will retain rights to seniority in regards to any e-QIP/e-APP situation regardless of the amount of time to complete process and or appeal.

Section 3.2 Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days after hire. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend, or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. During the probationary period, an employee shall not be eligible for employee benefits. The Employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) calendar days with documented justification. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date, which is retroactive to the employee's first day, standing post. In the event employees share the same date, the employee with lower last four digits of their Social Security number shall be considered most senior.

Section 3.3 Seniority lists for the bargaining unit will be posted, maintained and updated quarterly by the Employer and shall be made available to proper Union officials not less frequently than once each month. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Contract Manager not later than ninety (90) calendar days after the list has been posted on the bulletin board.

Section 3.4 Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. All notices given under Section 5(d), below, by the Employer shall be by certified mail or personal delivery. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgment of any communication from the Employer.

Section 3.5 The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged under the terms of this Agreement;
- (c) The employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
- (d) The employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
- (e) The employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- (f) Anytime a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- (g) The employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;

- (h) The employee has falsified or misrepresented information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- (i) The employee is convicted of a criminal offense;
- (j) The employee fails to establish that he or she satisfies the training, weapon, and medical standard requirements of the DHS/FPS, as mandated by the DHS/FPS, to continue to work under the contract as a PSO;
- (k) The employee's credentials to work under the DHS/FPS Contract are suspended or terminated by the DHS/FPS, or is otherwise asked to be removed from working under the DHS/FPS Contract.

Section 3.6 Supervisors and other non-bargaining unit personnel who have held non-bargaining unit positions for a period of up to 90 consecutive days, and who are subsequently transferred either into or back to the bargaining unit, shall be credited with all seniority for time served without interruption from their last date of hire by the Employer (or predecessor contractor). If a Supervisor or other non-bargaining unit personnel have held non-bargaining unit positions for longer than 90 consecutive days, the date of that individual's seniority shall be the date of transfer into the bargaining unit, and such individuals shall be required to remit an initiation fee to the Union. This provision relates to union seniority and does not affect government contract seniority.

Section 3.7 The Union and its members recognize that it is not possible to guarantee post assignments under the DHS/FPS Contract that are permanent in nature. The Employer, however, will endeavor to maintain the same officer at an assigned post and schedule on a regular basis, and will fill vacancies, when possible, by the seniority bidding system, provided the employee meets the qualifications for the vacant post, as determined by the Employer and/or the DHS/FPS, and further provided that personnel assignments remain subject to DHS/FPS approval. When a vacancy occurs, it will be initiated within 14 days of the knowledge and confirmation of the opening and posted for a period of seven (7) days setting out the position and qualifications. All eligible employees will be allowed to bid on said post. Eligible employees are: All employees who have passed all FPS requirements.

All bids will be awarded to the most senior employee. In cases where two employees have the same seniority date the employee with the lowest last four digits of their social security number will be awarded the job. Eligible employees must complete a bid application for the posted position within the seven (7) day posting period. Individuals that successfully bid on a position shall not be permitted to enter another bid for a period of sixty (60) days, except in circumstances in which the Union and management agree otherwise.

The Company will not arbitrarily or capriciously reassign any employee. In the event the Company finds it necessary to move an employee, the Company will provide its reason to the Union upon request.

If a post is discontinued or hours are reduced, such affected PSO will be allowed to bump a less senior PSO.

For any posts that are temporary, said bidding PSO will be informed prior to bid process.

If a full time PSO is removed from a post by the Government for alleged wrongdoing, said PSO will not be allowed to bump; but the PSO will be allowed to bid on any open post (excluding post removed from) after the PSO satisfies Paragon discipline policy per CBA.

ARTICLE 4 – REDUCTION OR INCREASE IN FORCE

Section 4.1 If laid off for lack of work, an employee shall be retained on the recall list for a period of one year from the day of lay-off.

Section 4.2 Whenever there is to be a reduction in force in the bargaining unit, probationary employees will be laid off first. The following procedure will be used to lay off remaining employees:

- a. Employee(s) with the least bargaining unit seniority-working part time at the time of the layoff will be the first to be laid off. If layoffs of part time employees do not meet layoff requirements after all part time employees have been laid off, full time employees may be forced to part time status. Employees who have required specialized clearances, such as, for example, employees working at the FBI facilities or five (5) employees that serve on the Union Executive board and Union Stewards will not fall into this category.
- b. Any excess or decreased hours created by the above action will be offered to the remaining employee(s) in seniority order. If an employee retained from layoff declines to work an increased or decreased schedule, the employee will be subject to layoff.
- c. The Company will lay off full time employees in reverse seniority order after all of the above procedures have been followed.

Section 3. Employees will be given a minimum of one (1) week notice of lack of work, provided the Company receives the notification from the Government to that effect prior to the two-week requirement. Employee(s) notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit, which the employee is qualified to perform, provided no additional training or moving expense is required.

Section 4. Employees recalled from lay-off shall be so recalled in like manner: reverse order of seniority, the last laid off, who has maintained, and been afforded an opportunity to meet, all qualifications for employment (e.g. CPR/First Aid, physicals, written Government exams, psychological exams, clearances, and firearms/weapons qualifications etc.), is first to be recalled. All employees who are laid off will be notified at their last known address or by last known telephone number about times and places for testing(s) and qualification(s) in order for the employee to stay up to date on qualifications.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. No probationary employee, or

group of employees, or the Union may file a grievance on behalf of a probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

Section 5.2 The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. In the case of a grievance with respect to schedule assignment or vacation assignment, the time limits for Employer responses shall be expedited to the extent reasonably necessary so that the grievance can be processed to the highest level reasonably possible before commencement of the disputed assignment. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.

Section 5.3 All grievances shall be presented and processed in accordance with the following procedure:

(a) Step One – Either the Union or the Employee shall discuss the grievance on an informal basis with the Program Manager to determine if a resolution may be obtained without a more formal procedure.

(b) Step Two -If the grievance is not resolved at Step One, the grieving employee or the Union must, by written notice on an official form provided by the Union, refer the grievance to the Company/Contract Manager within ten (10) working days after the completion of Step One. The notice must be countersigned by the Contract Manager acknowledging his/her receipt of the grievance. The Contract Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance.

The Contact Manager shall give a written decision to the grievant within ten (10) working days after receipt of the grievance.

(c) Step Three -Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two can be submitted to arbitration by submitting a written request therefore to the other party within twenty (20) days after the completion of Step Two. Service of a request for arbitration upon the Employer must be made upon the Contract Manager. Grievances arising from a suspension or termination must commence at Step Two.

(I)No individual grievant may move a grievance to Step Three.

(II)No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the DHS/FPS Contract, or the Employer's adherence to a request of the DHS/FPS shall be processed to Step Three since those matters are not arbitrable.

(III) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the Chicago office of the Federal Mediation and Conciliation Service. The arbitrator will then be selected, and the arbitration shall be conducted, in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

(V) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.

(VI) The arbitrator shall have no power to:

(a) Add to, subtract from, alter, or in any way modify the terms of this Agreement;

(b) establish or modify any wage rate;

(c) Construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement;

(d) Interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or

(e) Consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the DHS/FPS, the contracting officer or other official of the Government.

(VII) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages.

Section 5.4 The Union shall have the right to file a group grievance or grievances involving more than one (1) non-probationary employee at Step One of the grievance procedure within ten (10) working days of the event-giving rise to the grievance.

Section 5.5 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.

Section 5.6 Each party will bear its own legal expenses and costs incident to witnesses. Under ordinary circumstances, the Union and the Company shall share arbitrator's fees, expenses and the cost of any hearing room and/or transcript. However, it is expressly agreed and understood that the Arbitrator shall have the power, as part of his or her order, to require one party to bear the entire cost of the arbitration in cases where the Arbitrator believes that that party has asserted a claim or defense frivolously or solely for the purpose of obstruction or delay. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

ARTICLE 6 - DISCIPLINE

Section 6.1 Just Cause. 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. The Employer will endeavor to use working investigations (meaning an employee will not be suspended during the investigation) for offenses which would not ordinarily result in suspensions or terminations.

Section 6.2 The company agrees that at all disciplinary interviews and counseling will count as time worked and the employee will be compensated for actual time. In the event an employee is required to travel directly from post to attend such an interview or counseling, the time spent traveling, as well as any time spent waiting, shall count as time worked and shall be paid at the employee's regular applicable rate (to include overtime if applicable). In the event an employee is called in, instead of traveling directly from post, the employee shall be paid a minimum of two hours or the actual time, whichever is greater.

The company will never require an employee to participate in a disciplinary investigation, or an investigation that the employee reasonably believes may lead to disciplinary action, before meeting with a Union Representative, if so requested by the employee.

Section 6.3 It is agreed by the parties that in specific instances when the employee is removed from the contract at the request or direction of the Federal Protective Service (FPS), the employee's authority to work is otherwise denied or terminated by FPS, or the Employee no longer satisfies the requirements for the position under the Employer's contract with FPS, the Employer will furnish the Union and the Employee with all documentation in the Employer's possession supporting the Employee's removal. It is agreed that all such information will be provided to the Union and the Employee within five (5) business days of the Employer's receipt.

Section 6.4 Major Offenses. All discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement. However, for the following alleged offenses, the parties agree that the arbitrator's jurisdiction shall be limited to the following:

1. Determining whether or not the offense actually took place;
2. Determining that the employer has sustained its burden of proof that the charged employee is responsible;
3. Whether or not there was a justifiable excuse.
4. If the arbitrator finds against the Employer on Items 1, 2, or 3, determining the remedy.

However, if the Employer proves, by a preponderance of the evidence, that an employee committed one or more of the following offenses, and the Arbitrator finds no justifiable excuse, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the discipline imposed by the Company for such offense:

- A. Willful 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. Gross 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. Willful 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. This shall not include lawful acts taken with the intent of detaining an individual in accordance with Post Orders and the Smartbook.
- 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. Willful 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. Willful falsification of time records.
- Q. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company. This shall not include incidents of alleged negligence in the operation of vehicle barriers; however, if deliberate conduct is proven, this section shall apply.
- R. Sexual, racial or verbal harassment in violation of Company policy.
- S. Failure to appear for work without notice ("no-call no-show"), provided that this applies only when the employee has received and acknowledged the schedule and has made no attempt to notify the Company at any time during the missed shift.

Section 6.5 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. All such rules of conduct will be provided to the Union in advance, for the purpose of allowing the Union to object and negotiate the effects of such rules.

Section 6.6 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.

Section 6.7 Client complaints. Both parties recognize that the United States Government, as the Company's client, is entitled to review the Company's performance and the performance of the Company's employees. In the event the Company receives a complaint from the Government regarding an employee, the Company will immediately commence an investigation, and give the Union notice of the same, along with a copy of the complaint and a copy of the complete

investigation file. If the Company's investigation exonerates the employee, or if the employee is able to disprove the complaint, the employee will be made whole for any time lost and the Company will so inform the Government and the Union. If the Company's investigation does not exonerate the employee, and the employee is unable to disprove the complaint, the Company shall be entitled to present the complaint as evidence of the employee's alleged misconduct at any arbitration commenced under this Agreement, with no objection as to foundation or hearsay, but the evidence to be considered in light of traditional rules of evidence notwithstanding its admission and to be given whatever weight the arbitrator considers.

Section 6.8 Screening of contraband. An employee working a screening post who permits contraband into the facility shall be immediately removed from the screening post and required to pass NWDTP training before being returned to his or her original screening post. The company will schedule the employee for such training within seven days of his or her removal. This process will be repeated for any second incident within a 12-month period. An employee who permits contraband to enter a third time within a 12-month period may be reassigned at the Company's discretion pending his or her next bid. The employee shall not be eligible to bid on a screening post for the next 12 months.

Section 6.8 Attendance Program. Each security officer serves an important function in the total operation of Paragon Systems Inc. It is therefore essential that those Officers be at work during scheduled working hours and that they report to work on time. Absences and tardiness cause hardship to co-workers, disrupt operations, and affect our ability to provide quality and timely service to our customers.

Notification - Officers who are unable to report to work are expected to notify their supervisor as far in advance as possible of their expected absence, lateness or need to leave early no less than three (3) hours in advance of the start of their shift in order to allow for the necessary replacements. This requirement is necessary to prevent the need by Paragon to force other Officers to hold over to cover the assigned post and to avoid unnecessary hardship.

An officer who has unused sick time on the books may use his or her sick leave as an excused absence provided he or she calls off at least three (3) hours in advance. After an employee has exhausted his or her sick leave, the following progression will apply, unless the Company determines that mitigating circumstances rendered the event beyond the employee's control.

With respect to the first absence or late reporting within any consecutive 12 month period, a verbal reprimand shall be given.

With respect to the second absence or late reporting within any consecutive 12 month period, a written reprimand will be given.

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

With respect to the fourth absence or late reporting within any consecutive 12 month period, a three-day suspension will be given.

With respect to the fifth absence or late reporting within any consecutive 12 month period, a five-day suspension will be given.

With respect to the sixth absence or late reporting within any consecutive 12 month period, the employee will be terminated.

APPLICABILITY TO FULL-TIME, PART-TIME AND PROBATIONARY OFFICERS

The ATTENDANCE DISCIPLINARY ACTION TRACK outlined in this document applies to both full-time and part-time Officers alike. Nothing in the ATTENDANCE PROGRAM is intended to limit or preclude Paragon from taking disciplinary action, including terminating a newly hired officer, during his/her initial 90-day hire or trial period. Newly hired officers are encouraged to demonstrate perfect attendance during the first ninety (90) days of employment because their attendance will be carefully scrutinized by Paragon in determining whether to continue the officer's employment.

Open Posts. Notwithstanding the progression of discipline set forth above, if an employee's unexcused lateness reporting to work causes an Open Post of at least one-tenth of one hour that the Company could not reasonably prevent or avoid (e.g., with a relief officer or floater stepping in), a written warning will be given. On the second such offense within a consecutive twelve-month period, a one day suspension will be given. On the third such offense within a consecutive 12 month period, a three day suspension will be given. On the fourth such offense within a consecutive 12 month period, a five day suspension will be given. On the fifth such offense within a consecutive 12 month period, a five day suspension and final warning will be given. On the sixth such offense within a consecutive twelve 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 must 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. Employees who believe they will be late are encouraged to call their supervisor to assist the Company in preventing an open post.

All alleged open post incidents must be reviewed by Paragon to verify that management personnel did not cause or contribute to the open post. Management scheduling errors and failure to notify employees of schedule changes shall not result in suspension of the PSO affected.

The parties further agree to an expedited grievance schedule for Open Post suspensions, as follows: In the event the Union files a grievance challenging either (a) the employee's responsibility for the Open Post, or (b) the Company's failure to reasonably consider mitigating circumstances, the Employer shall provide its response and all relevant information within five (5) business days of the grievance. If the Union is not satisfied with the Company's response, it may proceed to expedited arbitration. For grievances under this section only: the Company's

failure to provide all relevant information within five business days, and any failure by the Company to fully cooperate in scheduling the arbitration at the earliest possible date, shall result in sustaining of the grievance.

Section 6.10 In accordance with Paragon policy and the FPS SGIM and SmartBook, the use or visible possession of personal cell phones or other personal electronics on post is strictly forbidden. This includes, but is not limited to, cell phones, iPods, earbuds, headphones, e-readers, laptops, tablets, and all other personal electronics. "Use or visible possession" includes visible presence on the employee's person, in the ear, in the hand, or on the security desk.

Violation of this policy will result in the following disciplinary progression, unless the Company determines, in its sole discretion, that mitigating circumstances such as personal or family emergency justified the violation.

For violation of this section, the employee will be immediately relieved from duty (if possible) and suspended for the next duty day. For any second offense within a consecutive 12-month period, the employee will be immediately relieved from duty (if possible) and suspended for the next three duty days. For any third offense within a consecutive 12-month period, the employee will be immediately relieved from duty (if possible) and suspended for the next five duty days. On the fourth such offense within any consecutive twelve month period, the employee will be terminated.

Section 6.11 Removal of discipline from file. Any record of discipline shall be expunged from the individual employee's record after 12 calendar months and shall not be used as basis for discipline or other employment decision, nor submitted as evidence in any grievance or arbitration. Any such record retained after 12 months shall be retained in a separate file for the Company's general recordkeeping purposes, and shall not be disclosed in any manner that would tie such discipline to any individual employee from whose record it was removed. Specifically, but without limitation, it is understood and agreed that the Federal Protective Service retains the right to view current employee files, and only such disciplinary action that remains in those files will be provided to FPS. Once disciplinary documentation is removed into the Company's general recordkeeping, it will no longer be subject to disclosure.

Section 6.12 Employer recording:

The Union has objected to the Quality Control Personnel recording employees in the performance of their duties. The employer has agreed that the Quality Control Personnel shall only record employees in order to document the following observed misconduct:

- Sleeping on duty
- Use or visible possession of personal electronics on post

In the event of such a recording, the Union shall be notified within 24 hours and shall be provided a copy of the recording as soon as possible. It is understood and agreed that the QC Personnel shall not use a "body cam," or "pencil cam," or other concealed recording device at any time.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Section 7.1 For the purposes of this Article, a normally scheduled weekly tour of (40) hours of service shall constitute a normal workweek for full-time employees. Shifts shall be scheduled in the discretion of the Employer to fulfill the needs of the DHS/FPS. Nothing in this section shall guarantee any employee a particular shift, a particular schedule, or a particular number of hours of work.

Section 7.2 An overtime rate of time and one-half(1-1/2) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 7.3 Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 7.4 If requested to work overtime (i.e., over forty (40) hours in a workweek), or beyond the hours normally scheduled for the employee on a particular day, the employee shall be required to do so unless the employee is excused for good cause.

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. 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 three (3) 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.

Section 7.5 The Employer, subject to Government approval, shall determine hours of work for part-time employees, to insure the orderly and efficient operation of security services. Failure to

accept assignments when not excused by the supervisor shall be grounds for discipline up to and including discharge.

Section 7.6 Each employee may be required to sign in when reporting for duty, to sign out and in for meal if the employee leaves the building, and to sign out at the end of the employee's shift, or to otherwise maintain time records as required by the Employer. Employees may be required to obtain permission before leaving the premises for break periods.

Section 7.7 Temporary assignments (TAS) and emergency guard services (EGS) hours shall be given by seniority on a rotating basis, except in situations that would result in avoidable overtime. In the event that an employee is required to work a temporary assignment, other than his/her normal assignment, the travel time in excess of the commute to the normal post assignment (as documented by Google Maps) such travel time shall not be considered duty time. Such travel time shall be compensated at the straight-time rate set forth for Cook County in this Agreement.

Mileage shall be paid for travel of more than 100 miles round trip from the employee's normally assigned post at the rate of \$0.50 per mile. The company will reimburse all necessary and approved expenses such as meals and tolls.

If an employee is working more than four hours from home round-trip on a temporary assignment or training away from their regular work site, on an assignment of twelve (12) hours or more (including drive time), the employee may stay at a pre-approved hotel as provided. 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 shall be paid by the next pay period after receipt of a properly completed form. In the event reimbursement will be delayed beyond, the employee will receive a written explanation of the delay from the supervisor.

Section 7.9 Breaks. An employee on a post that is identified in the Government contract as not requiring relief ("self-relieving post") shall be entitled to take reasonable breaks of up to 15 minutes twice in each shift when operational necessities permit, provided the employee remain at the facility in ready service status to respond as needed. Such rest periods shall be counted as hours paid and shall be paid without any deduction in wages. For accountability, such rest periods shall be documented by the employee on his or her daily log.

All employees are required to remain on duty until properly relieved or the tour of duty ends. An employee who finds himself unable to remain on post because of illness or other emergency shall contact his or her supervisor for relief. If a relief officer is not immediately available, the supervisor will proceed to the post and relieve the officer.

An employee on post that is identified in the Government contract as requiring relief shall be entitled to two (2) fifteen-minute breaks for a tour of duty of eight (8) hours, provided operational necessities permit. An employee on a twelve (12) hour shift shall receive an additional ten (10) minute paid break. However, at no time may an officer on post requiring relief depart his or her post without being relieved.

In the event the Company is forced to assign the relief officer to cover a post due to absence of an officer, the Company will call in an off-duty officer so that the relief officer is free to return to providing relief.

Each guard post that requires relief will have at the post a Tracking Sheet for Receipt of Breaks, together with Exceptions Sheets for use when an employee is not relieved for break periods. Employees shall record their break times on the Tracking Sheet at the times that their break periods begin and end, and the employees shall fill out the Exceptions Sheet on the same day that the break period does not occur.

Section 7.10 On a monthly basis, the Union will provide a maximum of three (3) representatives to attend a meeting with Company management and scheduling personnel, to review the relief break schedules for the upcoming month and the provision of relief in the prior month and discuss any relief issues that may have arisen.

Section 7.11 Witness duty. Time spent as a witness in matters arising from performance of duties as a PSO shall be considered duty time for all purposes, including wages, Health and Welfare, and accrual of leave. This shall include time spent in interviews with Government personnel in preparation for testifying, and time spent in depositions or other pre-hearing testimony, as well as actual time in court or other venue. In addition to the actual time spent in such duties, it is agreed that an employee will not lose scheduled work time because of such duties. If witness duty takes less time than the employee's regularly scheduled shift, the employee will either be (a) permitted to return to finish the shift if management so directs or (b) paid for time lost. An employee who refuses to return to finish the shift because of inconvenience or travel shall not be paid for lost time.

ARTICLE 8 - WAGES

Section 8.1

Current:

Cook, Lake, Kane, DuPage, Stephenson, and Winnebago Counties:	
Armed Security Guards at FBI Facility 2111 W. Roosevelt Road, Chicago:	\$34.81/hr
Armed Security Guards at NRC Facility 2443 Warrenville Road, Lisle:	\$34.81/hr
Armed Security Guards at all other locations:	\$32.35/hr
Saline, Montgomery, Champaign, Vermillion, Jefferson, Madison, St. Clair, Franklin, Alexander, Jackson, and Effingham Counties:	
Armed Security Guards at all locations:	\$31.65/hr

Adams, Sangamon, Macon, Kankakee, Rock Island, and McClean Counties:
Armed Security Guards at FBI Facility 900 E Linton Avenue, Springfield: \$31.91/hr
Armed Security Guards at all other locations: \$29.45/hr

Will, LaSalle, Schuyler, White Side, Knox, Tazewell, Peoria, and McHenry Counties:
Armed Security Guards at all locations: \$29.74/hr

Effective January 1, 2024

Cook, Lake, Kane, DuPage, Stephenson, and Winnebago Counties:
Armed Security Guards at FBI Facility 2111 W. Roosevelt Road, Chicago: \$37.96/hr
Armed Security Guards at NRC Facility 2443 Warrenville Road, Lisle: \$37.96/hr
Armed Security Guards at all other locations: \$35.50/hr

Saline, Montgomery, Champaign, Vermillion, Jefferson, Madison, St. Clair, Franklin,
Alexander, Jackson, and Effingham Counties:
Armed Security Guards at all locations: \$34.80/hr

Adams, Sangamon, Macon, Kankakee, Rock Island, and McClean Counties:
Armed Security Guards at FBI Facility 900 E Linton Avenue, Springfield: \$35.06/hr
Armed Security Guards at all other locations: \$32.60/hr

Will, LaSalle, Schuyler, White Side, Knox, Tazewell, Peoria, and McHenry Counties:
Armed Security Guards at all locations: \$32.89/hr

Section 8.2 Probationary Employees will be paid \$18.00 per hour.

Section 8.2a The provisions of this Collective Bargaining Agreement shall supersede the provisions of the Chicago Fair Workweek law, and the parties expressly agree that the provisions of the law are waived by this Agreement.

Section 8.3 The parties will negotiate the rates to be effective January 1, 2025 and January 1, 2026 at least 60 days in advance of such effective dates.

Section 8.4 Officers called in to work due to company scheduling error whether used or not used will be paid four (4) hours base pay. The Company at its sole discretion may choose to have employee complete the four (4) hours work, though if assigned to a different location, the Employee shall receive travel pay as described in Article 7.7. In the event an officer is called to work and the building in which their normally scheduled post sits is closed due to adverse weather (and the officer was not notified prior to arrival of the closure), that Officer shall be paid four (4) hours base pay. The Company at its sole discretion may choose to have the employee complete the four (4) hours work. In the event the Employee is given other work the Employee shall be paid the greater of the four hours or hours actually worked.

ARTICLE 9 - HOLIDAYS

Section 9.1 Full-time non-probationary employees will receive the following holidays:

New Years Day

Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Juneteenth
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
Employee's Birthday

Section 9.2 A full-time non-probationary employee who is not required to work on a holiday shall be paid eight (8) hours at his or her base hourly straight time wage rate, exclusive of any shift, overtime, or benefit allowance payments. To the extent permitted by applicable law, the employee will be paid holiday pay only if:

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

Section 9.3 Any full time non-probationary employee working on the State of Illinois contract who works as scheduled shall receive his/her straight time hourly wage for all hours worked and, in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements described in Section 2 above. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 9.4 Part-time employees. 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.

Section 9.5 Two weeks prior to a holiday, the Employer shall post a sign-up sheet to work on the holiday. Employees are responsible for signing up to work on a holiday within seven (7) days prior to the holiday. If there is a conflict, the employee with the most seniority that would not move over to premium time shall be selected and scheduled to work on the holiday. Full-time seniority shall overrule part-time seniority for holiday scheduling, provided the Employer shall not be required to schedule any employee on a holiday if those hours would result in overtime

for the week. If posts are unfilled, the Employer shall schedule employees to work on the holiday based upon the inverse order of seniority that would not move into premium time.

ARTICLE 10 – PERSONAL TIME, SICK TIME, AND JURY DUTY

Section 10.1 Sick/Personal Leave with Pay.

- A. Effective January 1, 2024, all non-probationary, full-time employees employed as of that date will be allotted fifty-six (56) hours of sick leave, and seven (7) days of personal leave annually.
- B. Effective January 1, 2025, all non-probationary, full-time employees employed as of that date will be allotted fifty-six (56) hours of sick leave, and seven (7) days of personal leave annually.
- C. Effective January 1, 2026, all non-probationary, full-time employees employed as of that date will be allotted fifty-six (56) hours of sick leave, and seven (7) days of personal leave annually.
- D. Eligible part-time employees shall be entitled to pro-rated personal/sick leave at their straight-time rate based on the number of hours worked in the previous year, divided by 2080. Employees who commence service on the contract between the eligibility dates set forth above shall be entitled to accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours of duty time, to a maximum of 56 hours, until they reach the following eligibility date.
- E. Employees may take paid sick leave for their own illness or for the purpose of caring for a family member, or for any other purpose authorized by law. An employee must call off at least three (3) hours in advance of his or her shift to be eligible to use sick leave.
- F. Employees taking personal leave must request the time at least seventy-two hours in advance. Personal leave shall be paid at the straight time rate of pay set forth in Article VIII. Sick leave shall be paid at the straight time rate of pay set forth in Article VIII. In the event an employee has unused sick/personal leave remaining at the end of the year, all such unused time shall be paid out to the employee in cash at the straight-time CBA rate of pay at which the leave time accrued.
- G. Sick/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 sick or personal leave in increments less than four (4) hours.
- H. An employee with sick leave remaining on the books may not use vacation time or personal leave time to compensate for time lost due to illness or injury. An employee must exhaust his or her sick leave before using vacation or personal leave for that purpose.

Section 10.2 Non-probationary armed guards shall also be paid (3) days of bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, grandparent, grandchild, sibling or sibling-in-law. The Employer may

require proof of funeral attendance. The employee must provide where possible his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time non- probationary employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose. Regardless, this benefit shall be paid based upon the base hourly straight time wage rate of the respective employee.

Section 10.3 For jury duty, employees shall be paid base wages for their service for up to five (5) days. Proof of service may be required.

Section 10.4 The parties acknowledge that the leave provided for in this Agreement is greater than and provided in lieu of leave provided under City of Chicago Ordinance.

ARTICLE 11 - VACATIONS

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 three (3) years of service: 120 hours
- Upon completion often (10) years of service: 200 hours
- Upon completion of fifteen (15) years of service: 240 hours
- Upon completion of twenty (20) years of service: 280 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. 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.

Section 11.2 Vacation time for all employees is earned based on the employee's hours paid. The amount earned is calculated by the number of hours paid in the previous year, divided by 2080, and then multiplied by the maximum vacation hours for that employee's years of service. No employee may earn more than the maximum for that employee's years of service.

Section 11.3 Rate of Pay. Current: Employees shall be compensated for vacation at the straight-time rate of pay in effect at the time the vacation was accrued. Effective January 1, 2024, Employees shall be compensated for vacation at the straight time rate of pay in effect at the time the vacation is taken.

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. A vacation request shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. Vacation scheduling for each calendar year should be done first by seniority during the bidding window and thereafter on a first-come first-serve basis. Commencing in December, the employer will collect vacation requests for the following calendar year between December 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 in the particular geographical area. For purposes of vacation scheduling, the workforce is divided between the North area (north of I-80) and the Greater Illinois area (south of I-80). Vacation requests submitted after December 15 will be granted on a first-come, first-serve basis.

All vacation requests shall be in writing on the employer's vacation request form and delivered to the employee's immediate supervisor. All vacation requests shall be acknowledged by the supervisor in writing. If the supervisor does not acknowledge the request within 24 hours, the employee should contact the project office. Employees should not deliver vacation requests to the project office unless directed to do so, as this creates confusion. All vacation requests shall be granted or denied in writing within five (5) calendar days of receipt.

If an employee cancels his/her vacation before the schedule has been published and distributed; he/she shall work their normal hours for the period covered by the vacation request.

If an employee cancels his/her vacation after the schedule has been published and distributed; he/she shall work the hours that are assigned by the Company for the period covered by the vacation request.

If the company requires an employee to cancel a vacation after it is approved, the Company shall pay the employee the mitigated expenses that the employee has actually incurred. Mitigated expenses are those that have actually been paid to a third party (e.g. prepaid vacation expenses such as airline tickets, cruise tickets, etc.) by the employee prior to the Company canceling the employee's vacation and for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required.

No more than five (5) percent of the workforce may be on vacation at any time. Conflicts in vacation scheduling shall be resolved by seniority.

Section 11.5 Employees who are placed on inactive unpaid leave status (not including paid leave such as regular vacation, and not including leave pursuant to the Family Medical Leave Act (FMLA) or military leave subject to the provisions of USERRA) for ninety (90) consecutive days or more during any year of service (i.e., the 52-week period beginning on the employee's anniversary date) shall not be entitled to any vacation benefits under this section for that year of service. This section shall not apply to inactive status that occurs as a result of the Company's

failure to submit qualifications such as Tan Cards or failure to complete certifications such as OC/Baton.

Section 11.6 Cash out of vested leave. An employee with a vested vacation balance may request payment in lieu of leave at any time during the year. Such payment shall be limited to one-half of the Employee's vested vacation balance at the time of the request. At the end of each anniversary year after the first anniversary, any vested and unused vacation will be paid out in cash to the employee in the first full regular pay period. An employee with vested and unused vacation on the books upon separation from employment shall be paid such unused vacation balance in cash.

ARTICLE 12 – HEALTH AND WELFARE

Section 12.1 Health and Welfare

- a) **Current:** The Employer will make Health and Welfare Allowance payments to non-probationary employees at the total rate of \$4.80 per hour, for each hour worked, plus vacation time actually taken, up to forty (40) hours per week, not to exceed 2,080 hours per year. The \$4.80 will be paid as part of the employee's regular paycheck.
- b) **Effective January 1, 2024,** the Employer will make Health and Welfare Allowance payments to non-probationary employees at the total rate of \$5.00 per hour, for each hour worked, plus vacation time actually taken, up to forty (40) hours per week, not to exceed 2,080 hours per year. The \$5.00 will be paid as part of the employee's regular paycheck.
- c) The parties will negotiate the rates to be effective January 1, 2025 and January 1, 2026 at least 60 days in advance of such effective dates.

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.1 Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to non-probationary employees.

Section 13.2 A non-probationary employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks in accordance with the Family Medical Leave Act.

Section 13.3 To the extent a specific leave under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 13.4 An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

Section 13.5 A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - (I) The reasons for such leave;
 - (II) The effective date of such leave; and
 - (III) The estimated date of return to work.
- (b) The written request for a leave of absence shall be submitted to the employee's Contract Manager for final disposition.
- (c) If the request for a leave of absence is approved, a copy of the approved leaves of absence will be given to the employee involved.
- (d) Extensions of a leave of absence may be granted for reasons of an employee's personal illness or disability, at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave. Extensions so granted shall not total more than thirty (30) calendar days

Section 13.6 All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or Federal law:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this Agreement;
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;
- (c) Such leaves shall be without payroll compensation or benefits; and
- (d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer and the Employer may require the employee to use accrued vacation and personal days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act. Action taken by the Employer to comply with the FMLA shall not constitute a grievance nor give rise to a claim that this Agreement has been violated. A copy of the general rights under the FMLA is attached to this Agreement as Attachment A.

Section 13.7 Upon written request, any employee who becomes a duly elected or appointed Union official shall be granted a leave of absence, without pay, not to exceed thirty (30) days in any calendar year, to attend Union conventions or conferences.

ARTICLE 14 – GENERAL PROVISIONS

Section 14.1 The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap or disability, union membership, or other legally protected classification. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or

federal law, shall not constitute a grievance nor give rise to a claim that this Agreement has been violated.

Section 14.2 Neither Union officials nor Union members shall, during working time (excluding break or lunch periods), 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 Employer.

Section 14.3 The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty (\$50.00) dollars per examination. Physical/medical/psychological exams may be required by operation of the DHS/FPS Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Section 14.4 The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the DHS/FPS Contract and the Employer's policies as in effect from time to time.

Section 14.5 Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

Section 14.6 The Employer will provide the Union with a list of employees who are required, under the DHS/FPS Contract to undergo all DHS/FPS proficiency testing during the thirty (30) day period after the date of the list.

ARTICLE 15 - STRIKES

Section 15.1 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 15.2 No Lockouts. During the term of this Agreement, the Company shall not lockout any employee.

ARTICLE 16 – UNION SECURITY

Section 16.1 The Union agrees that it will accept into membership any bargaining unit employee who may be required or eligible to be a member of the Union, without discrimination of any kind, and that it will not attach, as a prerequisite of such membership, any conditions more burdensome than the conditions applicable to present members of the Union.

Section 16.2 Subject to the provisions of Section 3 below, all present bargaining unit employees of the Employer who are members in good standing of the Union on the effective date of this subsection or of the Agreement, whichever is later shall remain members of the Union in good standing as a condition of their continued employment throughout the duration of this Agreement. Further subject to the provisions of the sections below, all present bargaining unit employees of the Employer who are not members in good standing of the Union and all bargaining unit employees hired hereafter shall become and remain members in good standing of the Union as a condition of employment no later than the day following the day on which the bargaining unit employee completes his/her probationary period as provided in the Agreement.

Section 16.3 Any bargaining unit employee who has failed to become a member of the union, or being or having become a member, fails to remain a member in good standing, in accordance with this section, shall be terminated from employment by the Employer effective thirty (30) calendar days after the Employer has received written notice from the President of the Union certifying that membership has been and continues to be offered to such employee on the same basis as all other members and further, that the employee has had notice and an opportunity to make all dues or initiation fee payments as required by law and the Bylaws of the Union, and that the subsequent to such notice and the period for payment, the employee remains delinquent. The Employer shall not be found to be in violation of this Article if:

- (a) The Employer has reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) The Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; and

(c) The Employer within ten (10) calendar days after receipt of the Union's notice of delinquency notifies the Union in writing that it declines to terminate the employee for one of the grounds specified in (a) or (b) above, identifying the specific ground and stating the basis for the Employer's belief that such ground is applicable.

Section 16.4 No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable state additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Section 16.5 If, in any state, the provisions of Section 2 of this Article cannot apply but an agency membership clause is permissible, the following provisions shall prevail;

(a) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. The parties shall neither exert any pressure on, nor discriminate against, an employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by an employee of his or her equal obligation to the extent that the employee receives equal benefits. The Union is required by law to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, since each employee participates and shares equally in the rights, benefits and entitlements conferred by this Agreement which results from the Union's Representation of all bargaining unit employees, it is fair and appropriate that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligations associated with such representation.

(c) In accordance with the policy set forth in this agreement, all bargaining unit employees shall, as a condition of employment and of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues, as the same may be from time to time modified and adjusted in accordance with the procedures prescribed by law and the Union's constitution and Bylaws. For present bargaining unit employees, such payments shall commence thirty one (31) days following the effective date of execution and ratification of this Agreement, whichever is later, and for new bargaining unit employees, such payment shall commence the day following of which the employee completes his/her probationary period as provided in this Agreement.

UNION MEMBERSHIP CHECK OFF FOR UNION DUES/AGENCY FEES

Section 16.6 The Employer, solely in the interest of cooperation, with the intent to advance its working relationship with the Union and not otherwise legally bound to do so, consents to honor check off cards signed by individual employees, and thereby be contractually bound that authorizes the Employer to deduct, from the employee's biweekly paycheck, the Union dues and initiation fees as certified by the Union, and remit it within ten (10) days to the Committee for

Fair and Equal Representation (CFER). The Union agrees that, in the event of any change in the Union's dues structure, it will notify the Employer thirty (30) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees. As a courtesy to the Union, the Company will include union dues cards in their hiring package.

Section 16.7 Any employee, whether full-time, part-time, on leave of absence, or otherwise relegated to the inactive list, who has insufficient compensation to pay his/her dues from wages earned, shall pay their dues directly to the Union. Under these circumstances, Employer is not responsible for the collection of dues.

Section 16.8 The provisions of this Article apply to those members in the bargaining unit:

- (a) Who are represented under this recognition of the Union; and
- (b) Who are members in good standing in the Union; and
- (c) Who voluntarily complete or have previously completed the required forms for payroll deduction for union dues; and
- (d) Who receive compensation sufficient to cover the total amount of the deduction.

Section 16.9 The Union will be responsible for the following with regard to compliance with this Article.

- (a) Informing and educating its members on the voluntary nature of the system for the automatic payroll deductions, including those conditions for revocation.
- (b) Distribute to its members the necessary forms to consent to dues/initiation fees check offs, and employer notification of it.
- (c) Notifying the Employer in writing of;
 - 1) The names and titles of Officials authorized to make the necessary certification on any initiation fee/dues check offs;
 - 2) The name, title and address of the deductee to whom remittances should be sent, including the name of the Payee that is to appear on the check;
 - 3) Any changes in the amount of membership dues;
 - 4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union;
 - 5) Forwarding properly executed dues check off cards to the Employer; and
 - 6) Promptly forwarding an employee's revocation to the Employer when such revocation is submitted to the Union.

Section 16.10 Subject to the provisions in this Article and all applicable State and Federal Laws, and during the term of this Agreement becomes effective, the Employer shall deduct from the pay of all bargaining unit employees covered by this Agreement the dues and initiation fees uniformly levied by the Union in accordance with its Constitution and Bylaws (or, where applicable, the agency fees due to the Union). Deductions shall be made biweekly, and shall be remitted by the Employer to the Union in a single lump sum ten (10) days after initial deduction is made. Newly hired bargaining unit employees shall receive blank authorization forms from the Union Representatives. The Union shall submit the completed form to the Employer at the Employer's business office. The initiation fee/monthly dues shall become effective as of the first payroll ending within the first calendar month in which authorization form is submitted to the Employer.

(a) At the beginning of the first pay period after the date of receipt by the Employer of a properly executed and certified dues check off card, the Employer will start withholding in the first month, a one-time initiation fee of \$100.00. In the following month and thereafter for the term of this agreement, dues will be withheld at the rate of three and one half (3.5) hours of wages at regular pay, excluding benefits, per month, amortized and paid on a biweekly basis. The Employee's monthly union dues will automatically be deducted from the members pay, so long as a valid dues check off card is in the possession of the Employer, and the employee has sufficient wages to pay the dues.

(b) The amount of each biweekly dues deduction shall be 1/26th of the annual dues. The annual dues shall be calculated by multiplying 3.5 hours of wages at regular pay, excluding benefits (the monthly amount) by 12 (the number of months in the year). This calculation is necessary to prevent the accidental over-deduction of dues in those months with three (3) paydays.

Section 16.11 Any deduction authorization shall be revocable by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of the Agreement or any successor agreement. To be effective, the employee will notify the Employer in writing, signed by the employee. The employer will cease all such union related deductions as of that date. Written confirmation of the voluntary cessation of union initiation/withholdings by the member will be sent to the Union, not earlier than fifteen (15) days before, nor later than fifteen (15) days after, the anniversary date or expiration date as of which the authorization is being revoked.

Section 16.12 The Union and the Employer agree to validity of a check off card once signed by the employee and given to the Employer. The requirements for a valid dues check are found in Section 302(c) (4) of the Labor Management Relations Act, 1947, 29U.S.C 186(c)(4), which permits Employer to withhold and remit dues to the Union, provided that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner. Union agrees to indemnify and hold Employer harmless from all civil suits or administrative actions related to serving and maintaining valid dues check-off cards to Employer, as required by law. Under no circumstance

will payment obligations be backdated once suspended for failure to produce a newly valid check off card.

Section 16.13 The Employer agrees to send to the Union each month, the names of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or has been transferred to non-bargaining unit positions.

Section 16.14 The Union will notify its members, consistent with Federal Law, that they are entitled to an appropriate reduction in their dues if they do not want to pay to support activities not related to collective bargaining, contract administration, or grievance adjustment.

Section 16.15 The Union shall indemnify, defend and save the Employer harmless against any and all demands, civil or administrative suits, or other forms of liability that shall arise out of or because of discharging or terminating any employee requested or required by the Union as a failure to comply with this Article.

Section 16.16 The Union agrees to indemnify and hold Employer harmless from all claims of any type made by its bargaining unit employees with respect to the withholding of union initiation fees and dues, where Employer is complying with the terms of this Article in good faith.

Section 16.17 The Employer will allow the Union up to 30 minutes (unpaid) during new hire training to discuss the Union and Officer representation. This will be a voluntary event. There will be no derogatory comments about the Employer or individuals during these meetings.

ARTICLE 17 – DRUG TESTING

Section 17.1 The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the DHS/FPS's or the Employer's reasonable suspicion, or (c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the United States Department of Health and Human Services, as amended from time to time and in conformance with applicable state laws, if any.

There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 17.2 If the results of the drug test, after compliance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, are positive for illegal drugs, the Employer may immediately terminate the employee without recourse by the employee or the Union to the grievance procedures in Article V of this Agreement and without any other recourse by the Union or the employee against the Employer. For additional information reference the Paragon Protective Forces Policies and Procedures Manual.

ARTICLE 18 – PARTIAL INVALIDITY

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

ARTICLE 19 – WAIVER, ENTIRE AGREEMENT, AND AMENDMENTS

Section 19.1 The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 19.2 This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 19.3 This Agreement can only be modified by the express, written and signed agreement of the parties.

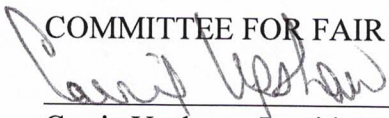
ARTICLE 20 – TERMINATION OF AGREEMENT

Section 20.1 This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on December 31, 2026. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

Section 20.2 Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the DHS/FPS of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

COMMITTEE FOR FAIR AND EQUAL REPRESENTATION,

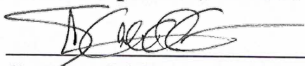


Carrie Upshaw, President

12-1-2023

DATE

12/1/2023



Steven O'Connor, Deputy General Counsel

DATE