

Questions and Responses
RFP 20250310
Security Services at the George W. Bush Presidential Center

As a reminder, this engagement will be between Southern Methodist University (SMU) and the selected vendor, serving as a subcontractor under SMU's contract with the National Archives and Records Administration (NARA).

1. Do we need to send an electronic copy of our response to you directly or is there any other email ID we need to send

Response: Electronic copies should be sent directly to shannonbrown@smu.edu by the revised deadline.

2. Can the government specify if there are any specific costs that need to be allocated to the Other Direct Costs (ODC) CLINS?

Response: At the vendor's discretion.

3. Enclosure B, Section 4. How many hours are required for initial and recurring Supervisor, Assistant and Lead Officer Training?

Response: Contractor is responsible for submitting a training plan that meets the requirements described in Enclosure B, Section 4. Also see Attachment C (page 72) and Attachment 5 (page 74) in the RFP document.

4. Enclosure B, Section 4. How many hours of initial and recurring Advanced Training are required for all personnel?

Response: Please see response to Question Number 3.

5. Can the government provide a current seniority list of the incumbent staff to allow bidders to properly calculate tenure associated with certain employee related benefits?

Response: SMU will not provide this information.

6. In Enclosure B, Section 2.2.3 addresses guard mount/post time. Can the government confirm that guard mount/posting time is not separately billable and will need to be built into the bill rates?

Response: As noted in the referenced section, this time is considered "support hours".

7. Will there be a transition period? And if so, would the government please identify how long it will be?

Response: The expected start date of a new contract is June 1, 2025 with an anticipated 30 day transition period.

8. Can the government provide the current portable radio model being used by the incumbent contractor?

Response: No.

9. Under Section 3.1 for the proposal requirements, is element "e" supposed to be blank for the Technical Quotation?

Response: This element "e" should be element "f" related to Texas licensing. There are no additional requirements than the five (5) listed in that paragraph.

10. In Section 3, Proposal Requirements, are references supposed to be included in the technical quotation (volume 1) or pricing quotation (volume 2) or as a separate submission altogether?

Response: Please submit as a separate part of the overall submission.

11. Additionally, will the government accept a current signed CPARS in lieu of a client letter of recommendation on letterhead?

Response: Yes.

12. In Enclosure B, Section 2.1.1 references the requirement for new officers to complete a site familiarization and training with the COR. How many hours is the one-time Security Officer Orientation Training?

Response: The length of this training will be determined by the COR.

13. In Enclosure B, Section 2.3.7 addresses Site Dispatch requirements. Are there additional training requirements for these positions and if so, would the government please identify how many hours of additional training is required in addition to security officer training requirements?

Response: Please see response to Question Number 3

14. Is this solicitation being procured as a Service Contract Act contract?

Response: Yes.

15. If so, is there a Collective Bargaining Agreement (CBA) associated with the current contract? If so, the CBA would be part of the RFP documents in order for prospective bidders to present an accurate price.

Response: The CBA is attached to this document.

16. Additionally, under the Acceptance of Terms and Conditions, it states that SMU's standard contract will be provided by email separately. Would you be able to send me a copy of the contract?

Response: SMU's Sample Subcontractor Agreement begins on page 144 of the RFP document.

17. Who is the current incumbent?

Response: Paragon Systems.

18. When was the current incumbent awarded the contract? Could you please provide us copy of current contract?

Response: The contract was originally awarded in 2013. SMU will not provide a copy of the current subcontractor agreement.

19. Are there any subcontractors being used for the current contract?

Response: No.

20. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)

Response: One year with 4 additional one year options.

21. What was the start date of the initial contract?

Response: The original contract was executed in 2013 and extended again in 2018.

22. What was the amount spent on this contract last year?

Response: SMU will not provide that information.

23. What was the total spent in the last billed month?

Response: SMU will not provide that information.

24. Are there any other rates billed separately (e.g., equipment, vehicles, etc.)

Response: No.

25. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

Response: No.

26. What is the estimated total number of annual hours for this contract?

Response: Review information provided in Attachment 1 (page 70) and Attachment 2 (page 71).

27. What is the current bill rate for each position?

Response: SMU will not provide that information.

28. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.

Response: No.

29. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

Response: Please see response to Question Number 15.

30. Are Subcontractors a requirement?

Response: No.

31. Are the ODCs and other requests attached applicable for a services contract as opposed to a goods contract?

Response: Yes.

32. Collective Bargaining Agreement (CBA) – Is there an existing CBA in place for this contract? If so, can you provide details regarding wage rates, benefits, and terms?

Response: Please see response to Question Number 15.

33. Subcontracting & Joint Ventures – Are subcontracting or joint venture arrangements permitted? If so, are there any specific requirements for approval?

Response: Yes.

34. Current Contract Information – Can you provide a copy of the current security services contract in place for the George W. Bush Presidential Center, including pricing, staffing structure, and any amendments? If a full copy is not available, can you provide key contract details such as billable rates, total contract value, and any significant changes anticipated in the new contract?

Response: SMU will not provide information on the current contract.

35. Can you confirm the total number of billable hours per week, including any expected variations for holidays, events, or seasonal changes?

Response: Please see response to Question Number 26.

36. How will changes to the Wage Determination (WD) rates during the contract term be handled in terms of price adjustments?

Response: Please see response to Question Number 15.

37. Are uniform maintenance costs considered a covered expense under the fringe benefit rate, or must they be fully covered by the contractor?

Response: Uniform maintenance costs must be fully covered by the contractor.

38. If there is a uniform allowance or reimbursement mechanism, what are the limits or requirements for claiming these costs?

Response: As noted in the Price Quotation section on page 7, uniform costs and maintenance should be included as a part of the quotation process.

39. Does this contract require adherence to any specific reporting or record-keeping obligations related to Wage Determination compliance?

Response: Please see response to Question Number 15.

40. The RFP states that the Government processes NACI background investigations. Does this include covering the costs of fingerprinting and other security clearance procedures, or are these expenses the responsibility of the contractor?

Response: These expenses are the responsibility of the contractor.

41. If a contractor employee already has an active security clearance from another Federal Agency, can that be transferred, or must a new NACI be completed?

Response: A new NACI must be completed.

42. Can you confirm that a Facility Security Clearance (FCL) is not required for the contractor to perform this contract?

Response: A Facility Security Clearance (FCL) is not required.

43. Are there specific SAFETY Act certification requirements, or is relevant security experience sufficient for qualification?

Response: As noted on page 6, contractor should provide evidence of SAFETY Act classification.

44. The RFP states that training hours will not be considered "productive hours." Can you confirm whether initial and annual training costs should be included as part of the contractor's overhead, or if any portion is billable?

Response: Please see answer to Question Number 3.

45. If some training is government-provided, will the contractor be reimbursed for employee time spent attending these sessions?

Response: No

46. Is there a required training timeline for new officers upon contract award, and does SMU/NARA provide any specialized security training?

Response: The responding vendors should provide a timeline for training with the assumption that no specialized training is provided by SMU or NARA except as noted in the response to Question Number 12.

47. The RFP requires all security personnel to meet Physical Stamina Performance Standards (PSPS) before assignment and undergo annual evaluations. Will SMU provide any specific guidelines or performance benchmarks beyond what is listed in Attachment 11?

Response: All requirements are listed in Attachment 11.

48. Is the cost of medical evaluations for the PSPS requirement reimbursable, or must the contractor fully absorb these costs?

Response: Contractor should consider these costs when preparing the pricing tables.

49. The RFP specifies ballistic vests are required for all officers. Should the cost of these be included in the proposal, or will they be treated as an additional expense?

Response: The cost should be included in the proposal.

50. What is the expected transition timeline if a new contractor is selected?

Response: Please see response to Question Number 7.

51. Will incumbent security personnel be available for transition, or is the expectation to onboard a new team independently?

Response: Incumbent contractor and current contractor must coordinate any personnel discussions. Current contractor is required to ensure an orderly transition and minimize any impact to the operation.

52. The RFP states that security officers must report 15 minutes before shift start for Guard Mount/Posting Time and stay 15 minutes after shift end for debriefing. Are these additional 30 minutes per shift billable, or are they considered non-compensable "foundational time" as part of an officer's responsibilities?

Response: Please see response to Question Number 6.

53. If these are not billable, are they required under the labor contract or wage determination provisions?

Response: Please see response to Questions Number 6 and 15.

54. Can you clarify how foundational time is billed to the client—should this be included as part of the productive hours or considered an overhead expense?

Response: All planned expenses should be included in pricing tables.

55. If foundational time is not billable, is there a defined threshold for what constitutes non-compensable preparatory activities versus on-duty, billable work?

Response: All planned expenses should be included in pricing tables.

56. What is the minimum number of officers required per shift?

Response: Please see response to Question Number 26.

57. Is a supervisor and lead required for each shift?

Response: Please see response to Question Number 26.

58. Are the security patches issued to take the place of our company patch?

Response: Please see section 9.7.13 and Attachment 13.

Agreement

Between



PARAGON SYSTEMS, INC

And the

**United Government Security Officers of America,
International Union**

And

Its Local 349

Representing the

PROTECTIVE SECURITY OFFICERS

At the George W. Bush Library

November 1, 2023 through October 15, 2026

ARTICLE 1 AGREEMENT

Section 1.1: This CBA covers only those security officers employed under Employer's Contract No. NAMA-13-C-0001 with the Federal Government. This agreement shall become effective on ratification and full execution by all parties and shall continue in full force and effect until midnight, October 15, 2026.

Should there be any conflict between the Paragon Systems, Inc. Policies and Procedures and the Collective Bargaining Agreement, the Collective Bargaining Agreement will control. Should there be any conflict between the contract Paragon Systems, Inc. and the Federal Government, and the Collective Bargaining Agreement, the contract between Paragon Systems Inc. and the Federal Government will control.

Section 1.2: The company recognizes the International United Government Security Officers of America, International Union and its affiliated Local 349 as the sole and the 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 National Labor Relations Act, as amended.

Section 1.3: For the purpose of this agreement, the term "Employee" shall include all armed and unarmed security officers employed by Paragon Systems Inc. who perform guard duties as defined by Section 9(b)(3) of the National Labor Relations Act, assigned to the George. Bush Presidential Center, located at 2943 SMU Blvd., Dallas, TX 75205, pursuant to its contract with the Federal Government 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 by 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) days from the date of hire or rehire. During the probationary period, the employment relationship between the company 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: The company, and its subcontractors, agents, and assigns, hereby recognizes the Union as the sole bargaining agency for all S.O's who are now on the payroll and all such employees who in the future are employed and placed on the payroll by the company; and shall negotiate with the accredited representatives thereof chosen by the Union for the purpose of settling any disputes which may arise concerning wages, rates of pay, working conditions, house and any other conditions of employment and shall adjust grievances and or complaints to any matters in the manner provided by this agreement.

Section 1.6: In the event of the company adding onto its present post orders within the Employer's Contract No. 88310318C0004 during the term of this agreement, unless otherwise mutually agreed to by all parties, the terms of this agreement shall cover any such additions.

Section 1.7: This agreement shall be binding on any and all successors and assigns, who by purchase, lease, transfer of stock or merge, acquires control of the company's operations of the Employer's Contract No. 88310318C0004 awarded to the company in Dallas, TX.

Section 1.8: The company will notify the Local Union President of any new-hire training classes (as soon as the schedule is known). The company will coordinate with the Union so they may schedule and hold an orientation regarding Union business and where the new-hire employees may ask questions regarding the union. It is agreed that the union orientation is not compensable by the company.

ARTICLE 2 PURPOSE OF THIS AGREEMENT

It is the intent and purpose of the company and 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 concerning the employee of the company, and to provide a peaceful solution of adjusting grievances that may arise in the course of employment between the employer and its 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: For the convenience of the union and employees who are members of the union, the company agrees to deduct the initiation fee and regular monthly union, the company agrees to deduct the initiation fee and regular monthly union dues from the pay checks of such employees who authorize such deduction as provided for herein.

Section 3.2: An employee who desires the union due to be deducted from his/her pay shall submit to the company a fully executed authorization card, as approved by the parties, signed by said employee, from whom the wage deductions are to be as provided herein.

Section 3.3: Deductions shall be made monthly for the accrued regular monthly dues fee of each employee in the bargaining unit, for whom the above authorization has been received, beginning with the pay for the first full pay period beginning in each month following the month in which an employee's authorization is received and the deduction shall continue in a like manner monthly thereafter. The dues shall be remitted to the International Union, 2879 Cranberry Highway, East Wareham, MA 02538, with 15 days after the regular payday of the month.

Section 3.4: 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 of these amounts. Union authorization cards must be submitted prior to the 15th of the month proceeding the date that the deductions are to be made.

Section 3.5: 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 the company for any erroneous or improper involvement made to it.

ARTICLE 4 UNION RIGHTS

Section 4.1: Stewards.

- A. Recognition. The company recognizes the right of the union to designate shop stewards. The company agrees to recognize the maximum of one steward for each shift. With thirty (30) business days of the execution of this Agreement, the union shall furnish to the company, in writing, the names of each of the Union's designated stewards. Changes to the assignments shall be provided by the union to the company, in writing, within thirty (30) business days of such change becoming effective.
- B. Steward Authority. The authority of stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in 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 the occurrence in accordance with the terms of this Agreement. Such duties shall be conducted during non-working hours and may not interfere with the operations of the company. Such activities may be conducted during working hours, in exceptional cases, where agreed upon by the company, but neither the Steward nor the employee shall depart from their normal job assignments without clear written consent from the Company's Project Manager, or his/her designee.

Stewards or other employees, who conduct Union business during working hours, will be in violation of this provision and shall be subject to discipline for dereliction of duty 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 12.1 of this agreement during working hours.

Section 4.2: Union Activities: Neither Union Officials nor employees shall conduct Union business during the working hours of any employees participating, solicit memberships, receive applications, hold meetings of any kinds for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent of such work time activities are to be allowed during working time.

Section 4.3: Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and employees who are employed by 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 to take effect immediately may be taken without prior notice or discussion with the Union. However, whenever such action takes effect; term, condition or employment, the Company agrees to notify and discuss with the Union the effects of that action.

Section 4.4: Either the Company or the Union may request a meeting on any matters, exclusive of grievances, arising out of the application or interpretation of this Agreement. Thereafter, a meeting shall be held at a time and place mutually agreeable.

Section 4.5: The Local Union will furnish an updated list of all Union Officials as changes occur.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1: The Union recognizes that any and all rights concerned with the management of the business and the direction of work force are exclusively those of the Company. The Company retains all of its normal, inherent common law rights to manage the business, whether or not exercised, as such rights existed prior to the time any union became the bargaining representative of the employees covered by this Agreement, except as limited by, and consistent with the rights of the Union and its represented employees as set forth in this Agreement or as established by law, statutes, and government regulations. The rights of management shall include the right to: hire, assign, schedule, lay-off, recall, promote, demote, transfer, suspend, discharge, or otherwise discipline employees for just cause; determine, establish, and implement terms and conditions of employment (prior to discussion with the Union); determine, establish or continue reasonable policies, practices, and procedures for the conduct of business and, from time to time, to change or abolish such policies, practices, or procedures in order to prevent any redundancy or duplication of work or for any other reason provided such rights and policies are not in conflict with any provision of this Agreement and do not otherwise abridge the rights and benefits of employees as conferred by this Agreement or otherwise; determine and select the uniform and equipment and to select new uniforms or equipment for its operations, including equipment for new operations; determine the number of hours per day or week that operations shall be carried on; establish day and night shifts, set the hours of work and the number of employees for such shifts, and from time to time, to change the shifts and the hours of employees thereof; determine the fact of lack of work; make and enforce safety rules and rules governing the conduct of employees within the work site and for the maintenance of discipline; and take any other measures which are reasonable and necessary for the orderly, efficient, and profitable operation of its business.

Section 5.2: The Company shall have the right at any time to establish, administrate or alter the practices and customs of break periods (prior to discussion with the Union), and telephone calls by employees and to limit or restrict such practices or customs as the Company may deem necessary.

Section 5.3: The Company shall have the rights to require of any employee at any time a physical examination by a physician of its choosing to determine said employee's.

Company shall have the right to evaluate the ability of the employee to perform their job assignment efficiently and safely. The Company may promote, demote, lay-off, transfer, or discharge said employee as a result of such evaluation. This Section shall be interpreted in accordance with applicable Federal and State Laws.

Section 5.4: 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 5.5: 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 5.6: No waiver. 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 5.7: 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 5.8: 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, 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 of rules required to handle imminent or emergency situations.

Section 5.9: Employees shall perform any bargaining unit work pertaining to their respective work assignments as outlined in post orders. Managers, supervisors, and salaried employees shall not perform the duties of the Employees of the Bargaining Unit, except as necessary in emergency situations.

Section 5.10: It is understood that no Lead shall have the authority to recommend and/or administer discipline.

Section 5.11: The Company shall not require Employees to take acts which are violative of State or Federal Law, or which are violative of Paragon's Employee Handbook or Government Directives, whichever holds supremacy.

ARTICLE 6 NON-DISCRIMINATION

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, 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 agrees that it shall comply with all Federal and State (where applicable) employment discrimination Laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws.

The Company agrees that there shall be no discrimination against any employee, or employees, because of Union membership, and it will not aid, finance, support or recognize any individual, organization, employee or group of employees in any manner that will destroy, threaten or otherwise adversely affect the Union's sole and exclusive bargaining status with the Company throughout the term of this Agreement. No Union Member will intimidate or coerce employees designated as exempt from Union Membership.

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 starting 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.

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. In accordance with Article 14 of this Agreement, opportunity to work overtime shall be provided coincide 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 shift 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.

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 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 and 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 other curtailment of work or restricting and 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 employee's 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 discharge. 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 any employee.

ARTICLE 9 HOLIDAYS

Section 9.1: Eligibility. All employees will receive paid leave for the following eleven (11) Holidays (or holiday pay in lieu thereof, if required to work the holiday).

THE FOLLOWING HOLIDAYS ARE:

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

The parties agree that in the event a new holiday is established as an act of congress, that they will meet and bargain the potential inclusion of that holiday in the list above.

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.

An employee who is requested and agree 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 disciplinary actions to include 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 of 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 of holiday pay specified above.

An eligible part-time employee who is not require to working on a holiday shall be paid a portion of the full-time holiday benefit based upon his or her average weekly hours of the previous two (2) weeks of 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 full-time holiday benefit up to eight (8) hours based upon their average weekly hours for the previous two (2) weeks worked. 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. (I.e., 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 LEAVE 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 time spent in such service up to a maximum of three (3) work days; provided, however, for the employee to be eligible for compensation, the employee

must have notified the Company within forty-eight hours of receiving the jury duty questionnaire or notice that he or she is subject to jury duty call. For each hour of such leave taken, the employee will be compensated by the Company in the amount equal to his or her straight time rate of pay, 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 Re-Employment 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, step siblings, spouse, mother-in-law, father-in-law or grandparent. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of death of the deceased and the employee's relationship to the deceased.

Section 10.4: Union Leave- The Company will permit an authorized representative of the Union an unpaid leave of absence to attend meeting, 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 each 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 10.5 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 Purpose of Determining Leave Entitlement. For the 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 applicable measuring period.

Section 10.6 Sick Leave with Pay

All employees shall accrue sick leave, at the rate of one hour of paid leave for every thirty (30) hours of duty time, to a maximum of fifty-six (56) hours per year from October 1 through September 30.

Sick leave may be used for the following purposes:

- (i) A physical or mental illness, injury, or medical condition of the employee;

(ii) Obtaining diagnosis, care, or preventive care from a health care provider by the employee;

(iii) Caring for the employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or

(iv) Domestic violence, sexual assault, or stalking, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in paragraph iii of this section in engaging in any of these activities.

Current: At the conclusion of each year (October 1 – September 30), employees with unused sick leave time on the books shall be entitled to roll over any unused sick leave time, and shall thereafter accrue additional sick leave time up to a maximum of fifty-six hours. At no time may an employee have more than fifty-six (56) hours of sick leave time on the books.

Effective October 1, 2024, employees with unused sick leave time on the books shall have any unused sick leave cashed out at the conclusion of the option year. Sick leave shall not be paid out to employees not-then employed at the time of the cash out.

Sick leave may be taken in not less than one (1) hour increments and shall be paid at the rate in effect when taken by the Employee. Sick leave shall not be cashed out either at the end of the year or upon termination.

Personal/sick 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 who has been absent for three 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 progressive discipline up to and including termination and such leave may not be reimbursed.

An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) may request to use accrued but unused vacation leave pursuant to the provisions of Article 11 or, alternatively, may request unpaid leave not to exceed 30 calendar days subject to approval by the Company at its discretion.

Section 10.7 Notice of Absence. An employee who will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company notice of his/her anticipated absence as required in Section 12.2, regardless of the

length of the anticipated absence and regardless of whether the employee seeks vacation pay for the absence. Failure to do so will result in the discipline up to including discharge in accordance with Article 12.1.

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 receive holiday pay during any leave of absence that extends beyond thirty (30) days.

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

ARTICLE 11 VACATION

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

Current:

- 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:

- 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. 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 Accrual. Vacation time for all employees is earned based on the employee's hours of worked. The amount earned is calculated by the number of hours worked in the previous year, divided by 1872, and then multiplied by the maximum vacation hours for that employee's years of service.

Section 11.3 Rate of Pay. Employees shall be compensated for vacation at the straight-time rate of pay in effect at the time the vacation was accrued.

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 four (4) hours unless otherwise approved by management or unless the employee has less than four (4) hours remaining in his or her vacation balance. A vacation request shall be made a least fifteen (15) 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.

No more than two (2) officers and a lead officer of the workforce may be on vacation at any time. Vacation requests will be granted in accordance with Bargaining Unit Seniority, on a first come first service basis. The Company at its discretion shall resolve conflicts in vacation scheduling.

Section 11.5 Cash Out. An employee may cash out all or part of his or vested and unused vacation time at any time during the anniversary year.

ARTICLE 12 DISCIPLINE AND DISCHARGE

Section 12.1 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. However, 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:

- Violations of Rules and Regulations of Government Public Building and Grounds, 41 CFR Sections 101-20.3.
- 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), insubordination (including, without limitation, deliberate failure to carry out assigned tasks), and conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at the Government or Company expense.

- 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.
- 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.
- Theft, vandalism, or criminal acts.
- Drinking or drunkenness on the job; use or possession on the job or impaired by unlawful drugs/stimulations or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy.
- Improper use of official authority or credentials. Unauthorized use of communications equipment or Government property.
- Misuse of weapon(s), violation of the Company weapons policy, or possession of private firearm or other private weapons on the job.
- Violation of Government security procedures or regulations, including, without limitation, those set forth in the Security Guard Information Manual.
- Violation of state or federal laws regarding the possession or use of a firearm
- Unauthorized post abandonment
- Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- Falsification of time records.
- Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Sexual, racial or verbal harassment in violation of Company policy.
- Any violation for which the Company receives a 2820 from the Government.
- Failure to appear for work without notice ("no-call no-show").

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.

Employees shall provide as much advance notice as possible of an absence or tardiness. In no case shall such notice be given less than five (5) hours in advance. Failure to provide at least five (5) hours' notice to the Program Manager/Supervisor in advance will result in skipping of a one step in the progression of discipline described below.

Each unauthorized absence (after exhaustion of sick leave) 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 absence or late reporting within any consecutive 12-month period, a verbal reprimand will 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 a fourth absence or late reporting within any consecutive 12-month period, a five-day suspension will be given.

With respect to a fifth absence or late reporting 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 three-day suspension will be given on the first offense. On the second such offense within any consecutive 12-month period, a five-day suspension will be given. On the third offense within a consecutive 12-month period, the employee will be terminated.

12.4 Personal Electronics. The use or visible possession of personal cell phones, tablets, laptops, gaming devices, Bluetooth earpieces, headphones, or any other unauthorized electronic device on post is forbidden. *For the purposes 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 such offense within any consecutive 12-month period, a five-day suspension will be given. On the third such offense within any consecutive 12-month period, the employee will be terminated.

An employee with a bona fide emergency need to have a 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 12.5 Standard 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. The Union shall be shown a copy of the 2820.

Section 12.6 Investigatory Interviews are subject to, and in accordance with the National Labor Relations Act, any investigatory interview between an Employee and a

Company representative that 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 Officers of Steward is reasonably available.

Section 12.6 for the purposes of this Article, a “day” shall be considered to be eight (8) hours.

ARTICLE 13 GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES

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 the Agreement concerning the application, meaning or interpretation of an express provision of this Agreement or the employment relationship between the Company and the 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. A grievance shall be received in the following manner.

Step 1 -- Notice to Supervisor. The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee’s direct supervisor within ten (10) calendar days of its occurrence or when the employee knew, or by reasonable diligence should have known of the its occurrence. The supervisor shall respond in writing to the grievance within ten (10) calendar days of his/her receipt of the grievance to the Union.

Step 2 -- Notice to the Program Manager. If the grievance is not settled at Step 1 or if the supervisor does not respond within ten (10) calendar days of the Step 1 notice the employee and/or his or her Union representative shall, within ten (10) 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 shall respond to the grievance within ten (10) calendar days of receipt of the grievance.

Step 3 -- Notice to Director of Labor Relations. If the grievance is not settled at Step 2 or if the Program Manager does not respond within ten (10) calendar days, the Union shall, within ten (10) calendar days, present the grievance in writing to the Company’s Director of Labor Relations or his/her designee. The Company’s Director of Labor Relations or his/her designee shall respond in writing to the grievance with ten (10) calendar days. Grievances submitted at Step (3) three will be sent to grievances@parasys.com.

- 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 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 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 Company's Step 1 or 2 responses, if any, respectively, and the parties shall be bound thereby without recourse to Section 13.3.
- C. Representative. 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 the 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 Director of Labor Relations response, the grievance is not settled at Step 3, the Union may within ten (10) calendar days after receipt of the Director of Labor Relations to Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company ten (10) calendar days after the Union receives the Company's Step 3 answer. 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. If the parties are unable to agree on an arbitrator within ten (10) calendar days of the service of the arbitration notice, they shall choose an arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

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 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 arbitrations before another arbitrator within ten (10) 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;

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:

Current:	\$24.00
Effective October 1, 2023:	\$25.44
Effective October 1, 2024:	\$26.46
Effective October 1, 2025:	\$27.52

Current: Lead Officer will be paid an additional \$0.75 per hour.

Effective October 1, 2023: Lead Officer will be paid an additional \$1.00 per hour.

Section 14.2 When a non-probationary employee is called in or scheduled to work by management, he or she will be guaranteed a minimum of three (3) hours of pay or pay for time actually worked, whichever amount is greater, at *his/her base straight time, hourly rate, unless the employee is told not to report. 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.*

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 Time. The Company agrees to pay employees who are required to participate in mandated Company or government training, firearms qualification and testing, health and fitness examinations (of up to four hours only), CPR/First Aid certification, and retraining to the extent required by any contract between the Government and the Company 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, additional weapons range time or any time for health and fitness exams in excess of four hours, at the FLSA minimum wage rate or the State minimum wage rate, whichever is higher.

Section 14.5 All Other Time. Except for training and testing discussed in Section 14.3, 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) travel to a special assignment that is not all in a day's work, FBI clearance interviews and other similar duties.

ARTICLE 15 HEALTH AND WELFARE BENEFITS

Section 15.1 Current: The Employer will make the following health and welfare payments on all hours worked on post 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.

Effective October 1, 2023: The Employer will make the following health and welfare

payments on all hours worked on post, and 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: A total of \$4.75, of which \$4.25 will be contributed to a bona fide Health and/or Retirement Plan, and \$0.50 will be paid to each employee as a part of his or her regular paycheck.

Effective October 1, 2023: A total of \$5.00, of which \$4.50 will be contributed to a bona fide Health and/or Retirement Plan, and \$0.50 will be paid to each employee as part of his or her regular paycheck.

Effective October 1, 2024: TBD

Effective October 1, 2025: TBD

The parties will meet to negotiate the rate and distribution of the Health and Welfare for the periods commencing October 1, 2024, October 1, 2025, and October 1, 2026.

Current: Health and Welfare payments are not paid for the following earnings: Holidays, Vacation, Overtime, Sick Leave, Bereavement, Jury Duty, and Travel Time.

Effective October 1, 2023: Health and Welfare payments are not paid for the following earnings: Holidays, Vacation Cash-Outs, Overtime, Sick Leave, Bereavement, Jury Duty, and Travel Time.

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 bi-weekly 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 will provide at no cost to the employee, replacement uniforms and equipment as needed when they are worn out and cannot be repaired, except for neglect. Neglect will be determined at the sole discretion of the Company. Uniforms replaced due to neglect will be the financial responsibility of the employee. Uniforms will be kept clean and serviceable, to include proper fit and tailoring, by the employee. The Company reserves the right to inspect uniforms and/or equipment at any time to ensure that the employee is properly maintaining their uniforms and/or equipment.

Section 16.4 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 16.5 Call in Pay. When a non-probationary employee is called in or scheduled to work a duty post, is not advised not to report, and reports for duty, but work is not available by no fault of the employee, he/she will be guaranteed a minimum of three (4) 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. An employee who is advised not to report shall not be entitled to pay under this Section.

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.

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.

Bargaining unit seniority shall be defined as: An employee's date of hire into the Government Contract.

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 their layoffs or discharges. 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 who's last four (4) digits of his social security number are highest 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, classification and post/shift openings if they can meet qualifications and requalification. Lay-offs shall be made in the following order, based on the employee's service:

1. Probationary employees
2. Part-time employees
3. 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 in January and June of each year of the contract. 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 twelve (12) month 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 twelve (12) months, his Union seniority will be terminated in the bargaining unit. However, said employee's 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.

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.*

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

ON THE JOB INJURY

Section 18.1 WORK INJURIES:

- a. Small superficial seemingly unimportant injuries could result in serious complications. Every injury must be reported to the supervisor on duty when they occur, but not later than 24 hours.
- b. The company agrees to recognize the employee's right to a physician of their choice who accepts Worker's Compensation Insurance when allowed by the policy.
- c. The Company shall provide Workers' Compensation Insurance coverage for all employees.
- d. Employees, who are injured on duty and leave work to receive treatment for those injuries will be paid for the remainder of the shift.
- e. Employees who are off work due to a work injury will continue to accumulate Bargaining Unit Seniority unless the employment relationship is severed as determined by this Agreement.
- f. Employees shall be guaranteed their job back upon medical clearance to return to work, subject to and in accordance with state law.

ARTICLE 19

SCOPE OF AGREEMENT

Section 19.1 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 October 15, 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 19.2 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 19.3 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 19.4 Successors and Assigns. Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 19.5 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.

BY: _____

Steven C. O'Connor
Deputy General Counsel
Paragon Systems, Inc

DATE: 08/24/23

BY: _____

Jose A. Diaz, UGSOA
West Coast Regional Director
UGSOA, International Union

DATE: 8/21/2023

BY: _____

Lonnie J. Duncan
President, UGSOA Local 349

DATE: 8.22.2023

BY: _____

Brent Wetzold
Vice President, UGSOA Local 349

DATE: 8/22/2023

MEMORANDUM OF AGREEMENT BETWEEN
PARAGON SYSTEMS, INC. and
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
and its Local 349 as Union

The parties to this Agreement are Paragon Systems, Inc. (Paragon or Employer), and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA). The purpose of this Agreement is to amend the Collective Bargaining Agreement (CBA) between the parties under the Employer's Contract No. 88310318C0004 with the Department of Homeland Security, Federal Protective Service, in the following respects:

The health and welfare benefits set forth in Article 15, Section 15.1, are amended as follows:

"Section 15.1 The Employer will make the following health and welfare payments on all hours worked on post, and 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: A total of \$5.00, of which \$4.50 will be contributed to a bona fide Health and/or Retirement Plan, and \$0.50 will be paid to each employee as part of his or her regular paycheck.

Effective October 1, 2024: A total of \$5.50, of which \$3.00 will be contributed to a bona fide Health and/or Retirement Plan, and \$2.50 will be paid to each employee as part of his or her regular paycheck,

Health and Welfare payments are not paid for the following earnings: Holidays, Vacation Cash out, Overtime, Sick Leave, Bereavement, Jury Duty, and Travel Time."

This MOU amends the section specifically set forth above and the CBA remain unchanged in all other respects.

UNITED GOVERNMENT SECURITY OFFICERS
OF AMERICA (UGSOA)

By: _____

Jose A. Diaz

Date: 8/30/24

Paragon Systems, Inc.

By: _____

Steven Charles O'Connor

Date: 08/30/2024

MEMORANDUM OF AGREEMENT BETWEEN
PARAGON SYSTEMS, INC. and
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
and its Local 349 as Union

The parties to this Agreement are Paragon Systems, Inc. (Paragon or Employer), and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA). The purpose of this Agreement is to amend the Collective Bargaining Agreement (CBA) between the parties under the Employer's Contract No. 88310318C0004 with the Department of Homeland Security, Federal Protective Service, in the following respects:

Section 15.2, as authored below, shall be incorporated into the parties' CBA:

Section 15.2 – Waiver of Cash Option: As outlined above, the Company and Union have agreed that officers shall receive \$2.50/hr of their Health and Welfare to cash, as part of their normal paycheck. Officers may choose annually to opt out of the Health and Welfare being paid to cash. If an officer wishes to opt out of the Health and Welfare being paid to cash, and prefers the full amount of the Health and Welfare to go to the Company plan, the officer may submit a company designated opt-out form to program management. Opt-out forms shall be accepted from the first day of September of any year of this agreement through to the last Friday of September, for any year of this agreement. Elections to opt-out (or, alternatively, to rescind a prior year's opt-out) may be made once annually, in September of each year. If an officer does not supply the company with the opt-out form prior to the final Friday of any September of any year of this Agreement, the officer shall receive the Health and Welfare in cash, by default, unless they have previously opted out, in which case the Company will continue to honor their prior year's election. An officer may either a.) have the \$2.50/hr paid in cash, or b.) have the totality of the H&W paid to the Company plan. An officer may not elect a partial payment to cash of a different amount than that listed in Section 15.1 of this Agreement."

This MOU amends the section specifically set forth above and the CBA remain unchanged in all other respects.

UNITED GOVERNMENT SECURITY OFFICERS
OF AMERICA (UGSOA)

By: 

Jose A. Diaz

Date: 9/4/24

Paragon Systems, Inc.

By: 

Steven Charles O'Connor

Date: 9/5/2024