

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE June 1, 2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Stennis Space Center Office of Procurement Building 1100, Room 251H Attn: Gerald Norris Stennis Space Center, MS 39529-6000		7. ADMINISTERED BY (If other than Item 6) Same as Block #6		

TO ALL PROSPECTIVE OFFERORS	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. NNS11367739R
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) May 18, 2011
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

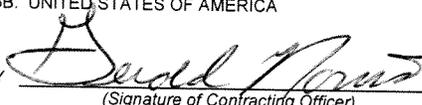
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGES 2-3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Norris	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/1/2011
(Signature of person authorized to sign)			

The purpose of Amendment 003 is to make the following changes:

1. The attached Collective Bargaining Agreement (CBA) for work at the Government Printing Office (GPO) is hereby added to Attachment J-18, *Wage Determination and Collective Bargaining Agreement*.
2. Paragraph 1.2.3 of Attachment J-01, *Performance Work Statement*, is hereby deleted in its entirety and replaced with the following paragraph:
 - 1.2.3 The Government Printing Office (GPO) requires a segregated staff [Contract Line Item Numbers (CLINs) 0002, 1002, 2002, and 3002]. Employees assigned duty stations at GPO shall not be swapped with employees assigned duty stations elsewhere on the contract without the approval of the Contracting Officer (CO) and the Contracting Officer Technical Representative (COTR). Minimum GPO staffing shall include the following:
 - Shift Supervisor (24/7) capable of performing supervisory duties and who is accessible/responsible during core hours to the Program Manager (PM) and GPO management
 - Posts 3 and 3A, 2 walking patrols, 24/7
 - Post 1, Control Center Dispatch, 24/7
 - Post 2, 6:00 am – 5:00 pm, M-F, excluding federal holidays
 - Post 4, Loading Dock, 7:00 am- 4:00 pm, M-F, excluding federal holidays
3. Paragraph 2.1.9.1.3 of Attachment J-01, *Performance Work Statement*, is hereby deleted in its entirety and replaced with the following paragraph:
 - 2.1.9.1.3 All weapons and associated ammunition shall be stored within weapons storage containers as specified in NPR 1600.1. [Note: Three (3) government furnished storage containers are available and currently reside in the armory at B-8000. The Contractor shall furnish any necessary storage container(s) for the armory at GPO.]
4. Paragraph 2.1.9.2.3 of Attachment J-01, *Performance Work Statement*, is hereby deleted in its entirety and replaced with the following paragraph:
 - 2.1.9.2.3 Firearms shall be handled in a safe and prudent manner. Loading and unloading of ammunition, and the cleaning of firearms, shall take place in the armory. [A government furnished clearing barrel is located in the armory at B-8000. The contractor shall furnish any necessary clearing barrel(s) for the armory at GPO.]

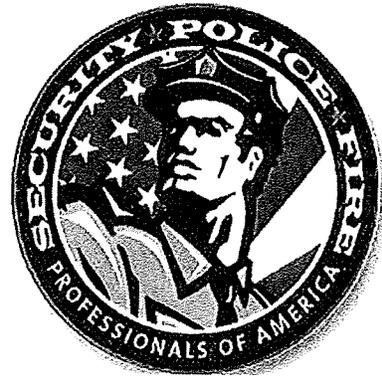
5. Paragraph 3.2.4.2 of Attachment J-01, *Performance Work Statement*, is hereby deleted in its entirety and replaced with the following paragraph:

3.2.4.2 The Contractor shall provide access control, (ingress and egress), ensuring all occupants are properly vetted for entry at the following posts:

- FP - 2, North Gate, 24/7
- FP-3, South Gate, 24/7
- FP-4, Saturn Drive Gate (Internal gate with entry to Test Complex), 5:00 am - 7:00 pm, M-F, excluding federal holidays
- FP-6, National Center for Critical Information Processing and Storage (NCCIPS), 24/7
- FP-7, Main Line Road Gate (Employee gate only), 5:30 am to 8:30 am and 3:00 pm to 6:00 pm, M – F (not opened during federal holidays, increased threat, severe weather and/or strikes)
- Post 2, GPO, front access, 6:00 am – 5:00 pm, M-F, excluding federal holidays
- Post 4, GPO, loading dock, 7:00 am – 4:00 pm, M-F, excluding federal holidays

6. The proposal due date remains unchanged at June 28, 2011, 3:00 p.m. Central.

7. All other terms and conditions remain the same.



Agreement

between

PARAGON SYSTEMS, INC

and the

**INTERNATIONAL UNION, SECURITY,
POLICE, AND FIRE PROFESSIONALS OF
AMERICA (SPFPA)**

And

**its Amalgamated Local 711 Thereof representing the
SECURITY OFFICER EMPLOYEES**

**at the
Government Printing Office**

**JOHN C. STENNIS SPACE CENTER
HANCOCK COUNTY, MISSISSIPPI**

March 22, 2011 – March 21, 2014

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AGREEMENT

This Agreement is entered into by and between Paragon Systems, Inc. and its successors and assigns (hereinafter called the "Company" or "Employer") and the International Union, Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local No. 711 (hereinafter referred to as the "Union").

ARTICLE 1 EQUAL EMPLOYMENT OPPORTUNITY

Section 1.1 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.

Section 1.2 Where the masculine gender is used herein, it shall refer also to the feminine gender and vice versa.

ARTICLE 2 PURPOSE OF THE AGREEMENT

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



ARTICLE 3
RECOGNITION AND EXCLUSIVE REPRESENTATION

Section 3.1 The Company recognizes the INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA) and its amalgamated Local No. 711, as sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the employees of the Company as described in Section 3.2 of this Article and in accordance with the National Labor Relations Act, as amended.

Section 3.2 For the purpose of this Agreement, the term "Employee" shall include all guard employees including all regular and reserve armed security officers employed by Paragon Systems, Inc., at the Government Printing Office, John C. Stennis Space Center in Hancock County, Mississippi, as certified by the National Labor Relations Board in Case Number 15-RC-8799, dated August 7, 2009, excluding all other employees including office and clerical employees and supervisors as defined in the Act.

ARTICLE 4
UNION SECURITY & DUES DEDUCTIONS

Section 4.1 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 dues from the pay check of such employees who authorize such deduction as provided for herein.

Section 4.2 An employee who desires the Union dues to be deducted from his pay shall submit to the Company a full executed authorization card, as approved by the parties, assigned by said employee, from whom wage deductions are to be made as provided herein.

Section 4.3 Deductions shall be made monthly for the accrued regular monthly dues 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 deduction shall continue in like manner monthly thereafter.

Section 4.4 The Union accepts all responsibility for the authenticity of each of said authorizations and any said authorizations which are incomplete or in error shall be disregarded by the Company. Authorizations which are incomplete or in error will be returned to the Union immediately for correction. The Union shall indemnify and hold



the Company harmless against any claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions as herein provided or in complying with this Union Security Article.

Section 4.5 In cases where deductions for dues are made from the pay of any employees who has previously paid such dues, the Union will make refund directly to such employee.

Section 4.6 Deductions shall be remitted to the designated Financial Officer of the Union not later than fifteen (15) days after deductions are made. The Company shall furnish the designated Financial Officer of the Union monthly with the records of those for whom deductions have been made.

Section 4.7 The authorization for dues deductions for any employee who is transferred to a classification outside the bargaining unit shall be automatically voided upon the effective date of such transfer.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 Except as expressly modified or excluded by a specific provision of this Agreement, all statutory and inherent managerial rights are retained and vested exclusively in the Company, including but not limited to the right, in its sole and exclusive judgment and discretion to determine qualifications for employees; hire; determine the number, location, and types of posts; direct the workforce and manage the business; assign work and work locations; discontinue any posts temporarily or permanently; assign, promote, demote, layoff, recall, and transfer employees; discipline, suspend and/or discharge employees for just cause; remove employees from duty because of lack of work or for other legitimate reasons; maintain order, efficiency and capability of employees in operations; determine the composition and the number of shifts and the starting and ending times of each shift; introduce any new or improved methods or facilities; make and amend reasonable rules and regulations as necessary or desirable and require employees to observe said rules and regulations; and select individuals in its sole discretion for promotion to supervisory/managerial positions.

Section 5.2 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.



ARTICLE 6
STRIKES AND LOCKOUTS

Section 6.1 The Union and all employees agree that during the life of this Agreement, there will be no secondary boycotts, strikes, work stoppages, slow downs, picketing or other interruption of work. Any employee who engages in any of the above activities may be subject to immediate discharge or other disciplinary action.

Section 6.2 The Company agrees there will be no lockout of employees during the life of this Agreement.

ARTICLE 7
HOLIDAYS

Section 7.1 Employees covered by this Agreement shall be paid straight-time for eight (8) hours for each of the following Holidays on which they are not required to work:

New Year's Day
Presidents' Day
Fourth of July
Columbus Day
Thanksgiving Day

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veteran's Day
Christmas Day

Section 7.2 The above designated holidays will be paid as follows:

- a. All employees covered by this Agreement will receive holiday pay on the day the holiday is observed by the client.
- 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 7.3 In addition to the Holidays listed in Section 7.1, employees shall be granted any Holiday that is designated by the U.S. Government as a holiday, or either day which federal employees are not required to report to work under Presidential Proclamation and will be paid as provided, in this Article, provided the Company receives approval for reimbursement for the Holiday from The Government Printing Office.



Section 7.4 In order to be eligible for Holiday pay as provided in Section 7.1 above, an employee must have been on pay status during the work week in which the Holiday falls, must have worked his last scheduled workday prior to and his next scheduled workday after such Holiday, unless his absence is excused by the Company.

Section 7.5 If a holiday falls within an employee's vacation period, the employee shall receive regular holiday pay in addition to vacation pay.

Section 7.6 An employee eligible as provided in this Article to receive holiday pay who is scheduled to work on a holiday and refuses or fails to report to work without reasonable cause, as determined by the Company, shall not receive holiday pay.

Section 7.7 Time paid for but not worked as a Holiday shall not be considered as time worked for the purpose of computing weekly overtime.

Section 7.8 Reserve employees who are not required to work on a holiday shall be paid a proration of the regular holiday benefit based upon his or her total hours worked for the previous 2 weeks. Reserve employees assigned to work on a holiday will receive his or her regular rate of pay for all hours worked plus a pro-ration of the regular holiday benefit based upon his or her total hours worked for the previous 2 weeks.

ARTICLE 8 ASSIGNMENT OF WORK

An employee assigned to work in another classification in the bargaining unit on a temporary basis for the convenience of the Company shall continue to receive his regularly hourly rate, unless such work is in a higher paying classification, in which he shall receive the higher rate of pay for all hours worked in the higher classification.

ARTICLE 9 BULLETIN BOARDS

Section 9.1 The Company agrees to provide a glass enclosed bulletin board for the use of the Union for the following purposes:

- (A) Notice of Union Meetings
- (B) Notice of Union Elections and Results
- (C) Notice of Union Appointments



- (D) Any other notice deemed necessary for communication with union members

Section 9.2 Prohibited use of glass enclosed Bulletin Board provided by the Company:

- (A) Anti-Company related notices
- (B) Anti-Client or Government related notices

SECTION 9.3 The type of bulletin board may be superseded by mutual agreement between the Union and the Company. If no mutual agreement exists then Section 9.1 will prevail.

ARTICLE 10 LEAVES OF ABSENCE

Section 10.1 Employees elected or selected to full time jobs in the Union, which take them from their employment with the Company, shall, upon written request to the Company, receive a leave of absence, without pay or benefits, for a period of one (1) year or less. Upon completion of their leaves of absence, they shall be reinstated at the wage rates existing at the time of their return, providing work is available to them or for them according to their seniority. Seniority shall be retained and shall accumulate during such leave.

Section 10.2 A leave of absence without pay for a period of up to thirty (30) calendar days may be granted at the sole discretion of the Company to not more than two (2) employees at any one time for personal reasons without loss of seniority or benefits. Such leave may be extended an additional thirty (30) days without loss of seniority or accrual of vacation and sick leave, but the employee shall be required to pay 100% of the cost to continue any insurance during the extended period of leave. An employee is limited to one (1) leave of absence under this section per calendar year. This provision is not applicable for a one day leave of absence. The leave of absence must be requested in writing and the Company shall approve/disapprove in writing.

Section 10.3 Employees who have worked for the Company for at least one (1) year are eligible for an unpaid leave of absence up to twelve (12) weeks in accordance with the Family and Medical Leave Act of 1993. The Company will continue to pay the Company share of any medical or dental premiums during the time of this leave; the employee shall continue to pay his share of any premiums. There shall be no loss of seniority while an employee is on Family & Medical Leave.



Section 10.4 Leave of absence without pay will be granted to not more than two (2) employees at a time to attend regional, state, or national conventions of the Union each year. There will be no loss of seniority while on such leave.

Section 10.5 Employees are eligible for leave of absence in accordance with applicable federal and state law when called to active military duty or for required annual training in the United States Armed Services, Reserves, or National Guard. The employee shall furnish the Company a copy of his military orders at the time the leave of absence is requested. Such leave is unpaid, except that the Company will reimburse the difference between the employee's straight time pay and military pay for up to two (2) weeks of required annual training per year.

Section 10.6 Leave of absence shall be granted to employees who are summoned for jury duty or subpoenaed as a witness. Any employee summoned to jury duty or subpoenaed as a witness shall present the summons or subpoena to the Company in a timely manner. Employee shall be compensated based on the difference between the jury or witness pay and their regular straight time rate for up to eight (8) hours for each scheduled workday missed, up to a maximum of ten (10) days per calendar year. Employees will be required to produce evidence that they were called and required to serve on a jury or as a witness on the days for which compensation is requested. If subpoenaed as a witness for the Company, the employee will be paid regardless of the time.

Section 10.7 In the event of death in the immediate family of an employee he will be granted three (3) days emergency leave at his regular rate of pay (not to exceed a total of twenty-four (24) hours of pay), not including such employee's days off. If the Company requests, the employee must furnish acceptable evidence of death and relationship of the deceased to the employee. Immediate family shall be defined as the employee's parents, spouse, children, brothers, sisters, grandparents, grandchild, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.

Section 10.8 An employee who is unable to report to work because of illness or injury, shall retain his seniority for one (1) year, except that he shall be subject to layoff according to his seniority.

Section 10.9 Except as otherwise herein provided, it is agreed by the parties that there shall not be any loss of seniority while employees are on such leaves of absence as provided for in this Article, however employees shall not accrue vacation or sick leave or receive holiday pay during any leave of absence that extends beyond thirty (30) days. An employee who is on a leave of absence that exceeds thirty (30) days must pay the entire cost of any health insurance premium (Company and employee share) he wishes to continue during the absence, except that the Company shall continue to pay the Company share of medical and dental premiums for an employee who is on Family & Medical Leave for up to twelve (12) weeks or as otherwise provided by federal or state law.



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

Section 10.11 Any employee who has been on a leave of absence due to the employee's own serious health conditions for three (3) days or more will present a doctor's certificate stating the employee's fitness to return to work. The employee may be required to report to the Company's designated physician for certification of fitness to return to work. In the event of a difference of opinion between the employee's doctor and the Company's doctor, a third doctor will be selected by the Company and the employee to determine the employee's fitness to return. The employee and the Company will share the cost of the third doctor equally. The opinion of the third doctor will be final and binding on the Company and the employee.

Section 10.12 Employees may be granted four (4) unpaid Personal Days per month, subject to approval by the Project Manager or on-duty shift Supervisor and at the Company's sole direction. Personal days may be taken in four (4) hour increments, but no more than eight (8) hours in duration for a total of thirty two (32) hours per month. Personal days will not accrue from year to year or month to month. Employees are not required to exhaust all available sick leave or vacation leave, but may not substitute sick or vacation leave once a personal day is requested and granted. Personal days will not be granted at the time requested if overtime will be required to fill the employee's absence. When requesting personal days, the employee will give the Company no less than four (4) hours prior notice, but not more than eight (8) hours notice. Not more than one (1) person per shift may be approved for personal days at any one time. Personal days are exempt from Section 10.11.

Section 10.13 In the event an employee is scheduled for a leave of absence for thirty (30) days or more, the vacancy will be filled in accordance with Section 13.10.

ARTICLE 11 VACATION

Section 11.1 All employees who have been employed at the Government Printing Office within the Stennis Space Center Facility, Hancock County, Mississippi as a guard shall accrue vacation per pay period at a rate that is in accordance with the following schedule:

One (1) year, but less than Five	Two (2) weeks (80 hours)
Five (5) years, but less than Eight (8)	Three (3) weeks (120 hours)
Eight (8) years or more	Four (4) weeks (160 hours)



Section 11.2 The pay for each hour of vacation shall be equal to the employee's straight time rate of pay at the time it was accrued.

Section 11.3 Vacation preferences shall be submitted to the Company for approval. The Company will attempt to honor as many vacation requests as possible, but the Company retains the right to approve or disapprove vacations in accordance with the orderly operation of the business. Vacation may be taken one day at a time. Vacation preferences shall be approved on a "first come-first served" basis except in an emergency situation.

Section 11.4 Employees may carry over up to one (1) year's accrued but unused vacation hours from one year to the next. Employees may request a cash-out of all unused vacation hours once per year during the pay period immediately following their anniversary date. If a cash out is not requested, all accrued vacation in excess of one (1) year's accrued leave will automatically be cashed out. Cash out of vacation hours will not be allowed at any other time during the year.

Section 11.5 Employees who have completed one year of service and who are laid off, or who discontinue service with the Company for any reason other than a discharge for cause, shall be paid their accrued and vested vacation at the time of such job severance.

Section 11.6 Eligible Reserve employees shall be entitled to pro-rated vacation at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date.

ARTICLE 12 SICK & PERSONAL LEAVE WITH PAY

Section 12.1 Effective November 1, 2010, all employees employed as of that date will accrue and be allotted two (2) sick days and two (2) personal days paid leave annually.

Section 12.2 Effective November 1, 2011 all employees employed as of that date will accrue and be allotted four (4) sick days and three (3) personal days paid leave annually.

Section 12.3 Effective November 1, 2012 all employees employed as of that date will accrue and be allotted seven (7) sick days and three (3) personal days paid leave annually.

Section 12.4 Eligible reserve employees shall be entitled to pro-rated personal leave at their straight-time rate based on the number of hours worked in the previous year based on the Employee's anniversary date. For example, part-time employees who have been

continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive 12 hours paid personal leave based on forty (40) hours at their straight-time rates of pay.

Section 12.5 Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures as set forth in Section 12.9 if the time off was not authorized in advance. Employees failing to obtain prior authorization or failing to comply with Section 12.9 shall be subject to discipline, up to and including discharge, as set forth in those Sections, respectively.

Section 12.6 Employees may not take personal/sick leave under this Section in increments of less than one day (8 hours). Employees shall be compensated for personal/sick at the straight-time rate of pay at the time the personal/sick leave is accrued. 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.

Section 12.7 To be eligible for sick leave under this Section, the Employee must be absent from work for a verifiable illness for a period of three (3) days. Sick leave shall accrue and become reimbursable by the Company upon the employee's fourth (4) day of absence. Absences for the first three (3) days of employment are not reimbursable as sick leave. Upon returning to work, the employee shall be required to provide verification from a physician licensed by the State of Louisiana, Mississippi or the Veterans's Administration of the employee's illness and authorization for absence from work. Failure to provide the required physician's verification shall be grounds for discipline up to and including termination and such leave shall not be reimbursed.

Section 12.8 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 pursuant to the provisions of Article 10 subject to approval of the Company at its discretion except, in the case of leave requested in accordance with the Family and Medical Leave Act of 1993.

Section 12.9 An employee shall notify the Supervisor on duty at least two (2) hours before the employee's scheduled starting time for work that he will be absent due to sickness or injury, except in the case of extenuating circumstances.

Section 12.10 An employee who is absent for three (3) calendar days or more shall notify the Supervisor on duty at least twenty-four (24) hours in advance of his shift that he intends to return to work so as to permit proper scheduling of the work force.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a horizontal line and a checkmark-like flourish.

ARTICLE 13
SENIORITY

Section 13.1 Seniority is defined as an employee's total length of continuous services as a security officer in the bargaining unit at The GPO.

Section 13.2 Promotions in the bargaining unit will be made on the basis of seniority and the ability to perform the job, but if two (2) employees are equal in ability, the senior employee will be given the promotion. Employees passed over will be given the reason for being passed over, at their request.

Section 13.3 Layoff due to reduction in force and any subsequent recall shall be on the basis of seniority, provided the senior employee has the qualifications and ability to perform the work. The employee with the least seniority shall be laid off first. Recall from layoff will be the inverse order of layoff.

Section 13.4 Any employee who is laid off for lack of work will receive two (2) weeks notice or two (2) weeks pay in lieu of such notice. It shall be the responsibility of the laid off employee to keep the Company notified of any change in address. Notice will be deemed given when it is mailed via certified mail, return receipt requested to the last known address in the employee's personal record. Employees who have been laid off shall have recall rights for a period of eighteen (18) months and shall retain their accumulated seniority while on layoff, but will not continue to accrue seniority during the period of layoff.

Section 13.5 An employee who is given a notice of recall after a layoff shall notify the Company of his intent to return to work within twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, after receipt of the notice is sent to his last known address by certified mail, return receipt requested. Such recall shall be made prior to hiring new employees. If the laid off employee is able to return to work within three (3) days after such notice is provided for above, unless such time is extended by mutual consent.

Section 13.6 If an employee who is promoted within the bargaining unit is found not capable of performing the job during the first ninety (90) days, he shall revert to his former classification without loss of seniority once a replacement has been identified and trained. An employee may also voluntarily elect to revert back to his former classification without loss of seniority. However, if an employee chooses to revert back to his former classification, he shall not be considered again for a higher classification job for one (1) year.

Section 13.7 An employee in the bargaining unit who is promoted to a supervisory position over bargaining unit employees shall retain that seniority which he had at the time of his promotion for a probationary period of ninety (90) days. If the Company chooses to return said employee into the bargaining unit within the ninety (90)



day probationary period, he will return to a job which his retained seniority entitles him; however, if the promoted employee wishes to remain in the supervisory position and works one (1) day past the probationary date of said employees promotion to a supervisory position, then said employee will no longer retain any seniority in the bargaining unit. A promoted employee may voluntarily elect to revert back to his former classification in the bargaining only during the first thirty (30) days after his promotion.

Section 13.8 During the first one hundred twenty (120) days an employee is employed, he shall be regarded as a probationary employee and shall have no seniority rights whatsoever, however, after the employee has completed one hundred twenty (120) days of employment, his seniority shall accrue from the most recent day of hire by the Company. While an employee is a probationary employee, he may be disciplined or discharged by the Company without recourse to the grievance procedure. Part-time employees shall have no seniority rights whatsoever.

Section 13.9 The Company agrees to prepare seniority lists covering present employees, a copy of which will be furnished to the Union and a copy posted on the bulletin board. Revised seniority lists shall be prepared and furnished to the Union at the expiration of each six (6) month period thereafter, however, they will be furnished more often if as many as five (5) employees are deleted or added to the seniority list. It is the Union's duty to resolve any dispute between employees covered by this Agreement as to their respective seniority and to advise the Company of the resolution thereof.

Section 13.10 Should a vacancy occur on any shift, the following procedure will be used in filling that vacancy.

- (1) The senior employee who desires the shift and days off due to said vacancy will be given his preference to the shift and available days off, provided he notifies the security captain in writing, following the guidelines as set forth in this article.
- (2) All shift bids for days off will be restricted to the initial vacancy. If an employee is absent for any reason at which time a vacancy occurs on a shift; three (3) attempts on three (3) separate days will be made to contact said individual concerning the vacancy. If the individual cannot be contacted, he forfeits his right to bid on the vacancy.

All vacancies occurring on a shift shall be posted for five (5) calendar days. In filing a vacancy, the Company will allow no more than two (2) moves to fill a vacancy and thereafter, the Company retains the right to fill the vacancy at its option. To be eligible for a vacancy, an employee must bid for the shift in writing before the five (5) calendar days have expired. In making such transfer, it shall not result in overtime that would not ordinarily have been worked. In applying this Section 13.10, it is understood consideration will be given to maintaining the necessary experience and capabilities on each of the shifts and in doing so, If necessary, the least senior employee on each shift



capable of performing the job, may be transferred to another shift for the sole purpose of maintaining the necessary experience and capabilities of the designated shift.

Section 13.11 An employee who has been laid off from regular status, but is retained as a reserve employee shall retain his regular seniority strictly for the purpose of computing continuous service with the Company and to reconcile any seniority disputes which may arise between employees. If the employee is laid off and no work is available to him as a reserve employee, then the employee has recall rights for eighteen (18) months as provided in Section 13.4.

Section 13.12 An employee shall lose his seniority if he:

- (1) Voluntarily quits;
- (2) Is discharged for just cause;
- (3) Does not return on time from a leave of absence granted under Article 10 hereof;
- (4) Fails while on layoff, upon receipt of notice from the Company that work is available, to report to the Company his availability for work within twenty-hour (24) hours;
- (5) Fails, while on layoff, upon notice from the Company that work is available to report to the Company for work within three (3) working days unless such time is extended;
- (6) Transfers out of the bargaining unit, except as provided in Sections 13.6 and 13.7 of this Article;
- (7) Is absent for two (2) consecutive working days without notifying the Company, except in the case of a verifiable emergency.
- (8) Is awarded compensation for a permanent total disability due to injury or illness as defined by the insurance carder, Social Security Administration, or Veterans Administration.
- (9) Has not worked for the Company for one (1) year for any reason, except as provided in Article 13.4 for employees awaiting recall.

Section 13.13 No employee that has been awarded a shift bid may trade with another employee until at least sixty (60) days from the date of the actual transfer of the awarded bid.

Section 13.14 Bargaining unit employees may, and are encouraged to, apply for supervisory or managerial positions outside the bargaining unit. However, the Company retains the right to fill the position at its own discretion from inside or outside the bargaining unit.

Section 13.16 Any employee may request in writing to the Company to revert back to a reserve status, provided there is work available to the employee as a reserve employee. The employee will be placed in the lowest seniority position available to him in the reserve ranks. If the Company grants the employee his request, the employee will not retain any seniority rights within the regular ranks, as provided for in the CBA. The employee's return to regular status will be provided for in Section 23.7.



ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1 The work day shall be from the beginning of the employee's regular shift to the beginning of the same shift on the next day.

Section 14.2 The work week shall begin at 0001 hours on Friday and end at 2359 hours the following Thursday (168 hours later).

Section 14.3 The normal basic hours of regular employees covered by this Agreement shall be forty (40) hours per week; however, nothing herein shall be construed as a guarantee of hours.

Section 14.4 Days off for regular employees shall be consecutive wherever reasonably possible.

Section 14.5 Work schedules shall be posted ten (10) days prior to the beginning date, if possible, for the following twenty-eight (28) day period. Employees may mutually agree to exchange schedules, provided the Company approves.

Section 14.6 When it is necessary for an employee to work unscheduled hours, he shall not be laid off during his regular schedule to offset overtime. He shall be permitted to work his regular scheduled days as if no work was performed outside his scheduled.

Section 14.7 In addition to Section 14.8, the Company shall allow an overtime list of those regular employees requesting to be called for available overtime when no reserve employees are available; and a separate list will be maintained for the regular and reserve employees not wishing to be utilized for casual overtime.

a. The overtime list being allowed is contingent on the following conditions:

- (1) More than one (1) employee on a particular shift request to be on the overtime shift.
- (2) Employees sign an agreement to be on the overtime list. List to be maintained by the Shift Supervisors.
- (3) Employees on the overtime list may request to be taken off the list at any time but, will not be allowed to return to the overtime list for sixty (60) days.
- (4) Overtime hours will be maintained for three (3) month periods, referred to as quarters. At the end of each quarter, all overtime hours worked or refused will be removed from the overtime list



and all employees on the list will begin the new quarter with zero (0) hours.

b. The Company may supersede the Overtime List if:

- (1) Less than two (2) employees on a particular shift remain on the overtime list, in which case all full time employees will be considered in accordance with Article 14.8.
- (2) A national emergency; natural disaster or any condition that requires the Company to use demand overtime exists.
- (3) All employees on the overtime list are unavailable to work overtime. Then, the available overtime will be filled in accordance with Section 14.8; however, nothing contained herein shall be construed that any full time employee, provided he is not on the refusal list, has relinquished his right to refuse or accept the available overtime, as provided for in Section 14.11.

Section 14.8 It is understood that the Company may first attempt to fill any scheduled or unscheduled absence with a part-time employee to avoid overtime. However, if the absence can only be filled at an overtime rate, it shall be distributed among employees as equally as possible. When an absence occurs that will cause overtime, the following procedure will be followed:

- (1) Regular employees on the overtime list who are scheduled to work the succeeding shift will be offered the opportunity to report to work four (4) hours early.
- (2) Should all regular employees on the overtime list refuse the available overtime, scheduled regular employees not on the overtime list on the succeeding and preceding shifts will be offered the opportunity to report four (4) hours early or four (4) hours over respectively.
- (3) Employees on the succeeding shift refuse the available overtime, then the regular employee on the overtime list on the preceding shift will be offered the opportunity to work eight (8) hours overtime.
- (4) The Company is then only obligated to call regular employees on the overtime list on their scheduled days off for eight (8) hours overtime only.
- (5) If all regular employees on the scheduled days off refuse the overtime, then the Company may offer eight (8) hours or four (4) hours overtime to a reserve employee working the succeeding or preceding shift, or to a reserve employee who has worked out for the week and are on their scheduled off days;



however, no employee will be forced to work sixteen (16) hours in succession.

- (6) In the event a regular employee on the overtime list on the succeeding shift desires to report four (4) hours early for this overtime then regular employees on the preceding shift on the overtime list will be offered the opportunity to work four (4) hours over. If the regular employees on the preceding shift on the overtime list refuse the available overtime, then regular employees on the refusal list may be offered the opportunity after which a reserve employee on the preceding shift may be offered the opportunity to work four (4) hours over.
- (7) Should all regular employees refuse the available overtime, then the regular employees on the overtime list, on the succeeding and preceding shift with the least amount of overtime worked, or offered, will be forced to work.
- (8) Should regular employees on the overtime list be unavailable, then the regular employees on the refusal list on the succeeding and preceding shift with the least worked or offered, will be forced to work.
- (9) In any case, the regular employee with the least amount of overtime, worked or offered will be offered the overtime first. Should the full time employee's time be equal, the senior regular employee will be asked first. It is understood that those employees requesting in writing, not to be utilized for overtime, may still be utilized in the event of demand overtime.

Section 14.9 Any employee called into work at a time other than his normal shift will be guaranteed four (4) hours work or four (4) hours pay at the applicable hourly rate. A call out is considered to be after an employee has completed his normal shift and has punched out and departed from Building.

Whenever an off duty employee is called by a Supervisor, or his designee, the Supervisor, or his designee, must speak to the employee for the overtime to be accepted or refused.

Section 14.10 When an employee is scheduled and reports for work at his regular starting time, and upon instruction of his Supervisor is not used, he shall be paid for four (4) hours at his regular rate of pay. This provision shall not apply in the event of work stoppage caused by a labor dispute of employees covered by this Agreement, or in case of a flood or disaster over which the Company has no control.

Section 14.11 The Company will maintain an up-to-date overtime roster showing the overtime hours worked or refused by employees. The overtime record shall be made available to employees on request, by the Supervisor.



Section 14.12 Overtime rates of one and one-half (1 ½) times the regular rate of pay shall be paid:

- (1) For all time worked in excess of excess of forty (40) hours in any one (1) work week.
- (2) In the event of an emergency site closure declared by the Emergency Operations Center (EOC), due to weather related conditions, natural disaster, in response to changes in the Threat/Defense posture, or national emergency, employees covered by the CBA who are scheduled for work and report to work during a site closure (as referenced above) will receive the Overtime rate for all hours worked during the site closure.

Section 14.13 Where more than one (1) overtime rate is applicable to the same hours worked the higher of the applicable overtime rates will be used. In no case will overtime payments be duplicated or pyramided for the same hours worked.

Section 14.14 The following hours shall not be counted as time worked for the purpose of computing overtime sick leave, vacation, funeral leave, jury duty, or duty as a witness.

Section 14.15 An employee who has been suspended for disciplinary reasons or who is on a leave of absence for more than five (5) days shall have the hours in the overtime book adjusted to reflect the average number of overtime hours worked by or offered to employees on his same shift who are on the overtime list.

ARTICLE 15 UNION REPRESENTATION

Section 15.1 The Union shall be represented by one (1) Chief Steward, and one (1) Steward and (1) alternate Steward per shift. The alternate Steward shall act as Steward only when the regular Steward is absent.

Section 15.2 Stewards will not be transferred off their regular shift without the permission of the involved employee.

Section 15.3 A written list of the Local Union Officers, Chief Stewards, Stewards and alternate Stewards shall be submitted to the Company as well as any changes in such list, as soon as such has been determined by the Union.



Section 15.4 Should the Union desire to discuss with the Company subjects not pertaining to grievances, disputes, interpretations or applications of the terms of this Agreement, a meeting with representatives of the Company will be arranged upon written request. An International Representative may also be present and participate in such meetings. Under no circumstances will the Union conduct business/discussions regarding any issues, with the Company customers except the Government Printing Office Labor Relations Officer or the equivalent thereof.

Section 15.5 The Company agrees that the authorized Union Representatives shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigating, presenting, and adjusting grievances as provided in this Agreement. In so doing, the Union Representatives shall not in any way neglect the performance of their assigned duties in order to adjust grievances.

Section 15.6 An employee who is called to an office or otherwise for the purpose of being disciplined or a reprimand may request a Steward or the local Union President or Vice President and they will be sent for before any action is taken by the Company. If the Union President or Vice President is requested but is not readily available, the Union will be called. If the employee refuses representation, the Union will be notified and advised prior to the discipline/reprimand meeting, the violation(s) of Company rules and regulations or the CBA, and the intent and scope of the aforementioned meeting.

Section 15.7 The Company shall pay up to four (4) negotiators representing the Union at their straight time rate for the time spent during the employee's nominally scheduled work period while negotiating a collective bargaining agreement with the Company, up to a maximum of eight (8) hours per day for two (2) days.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 A grievance is hereby defined as a dispute or controversy regarding the interpretation of or application of this Agreement. Any grievance arising between the Company and the Union or employee(s) represented by the Union shall be settled in the following manner.

Step 1. An employee or his Steward having a complaint or grievance under this Agreement shall discuss the grievance with the Immediate Supervisor within ten (10) calendar days, or as soon as the employee has the knowledge of the grievance or complaint, or else further processing is prohibited.



Step 2. If the matter is not resolved by the Supervisor by the next business day (excludes Saturdays, Sundays, and Holidays) after the Step 1 meeting, then the complaint or grievance shall be reduced to writing and submitted to the Day Shift Captain or his designee within seven (7) calendar days after the Supervisor's response or, if no response, the date such response was due. Within five (5) calendar days from the receipt of such written grievance or complaint, the Day Shift Captain or his designee shall submit his answer in writing to the aggrieved employee and the Steward.

In reducing the grievance to writing, the following information shall be stated with reasonable clearness: The exact nature of the grievance, the act or acts complained of, by whom, and when they occurred, the identity of the employee or employees who claimed to be aggrieved, the provisions, if any, of this Agreement that the employee or employees claim the Company has violated, and the remedy sought.

Step 3. If the grievance is not resolved in Step 2, the Union may appeal the grievance by notifying the Project Manager or his designee in writing within five (5) calendar days after the Union receives the written answer from the Company in Step 2; Within ten (10) calendar days of such appeal, a meeting will be held between the Union's designated representatives and such management representatives as the Company may designate. In the event the grievance is not resolved at the Step 3 meeting, the Company representative will give a written answer to the grievance five (5) calendar days from the date of the Step 3 meeting.

Step 4. If the grievance has been processed in accordance with the requirements of the aforesaid paragraphs and remains unsettled, the Union may proceed to arbitration within ten (10) days after the receipt of the Company's answer in Step 3 above, in accordance with Article 17.

Section 16.2 No settlement of any grievance shall be deemed a precedent or admissible in any arbitration proceeding.

Section 16.3 It is a specific condition precedent to the processing of grievances that the time limits specified herein shall be strictly complied with and are jurisdictional unless waived mutually by the Union and the Company. Therefore, any grievance not originated and processed by the Union within the time limits and manner provided herein shall be considered settled on the basis of the decision which was not appealed by the Union, and the matter closed and final and on all parties and thereafter that particular grievance shall not be presented for consideration or more the basis for any character of action or proceeding by any employee or the Union under the Agreement or otherwise.

Section 16.4 For the purposes of this Article and Article 17, holidays recognized under this contract shall be excluded computing time period.



Section 16.5 Time limits set forth in this Article may be extended by mutual agreement in writing between the Project Manager or his designated representative and the Union President or his designated representative.

ARTICLE 17 ARBITRATION

Section 17.1 If no satisfactory settlement of a grievance results from the Grievance Procedure outlined in Article 16, the grievance may be taken to arbitration in the manner hereinafter provided.

Section 17.2 In the event of arbitration, the party desiring arbitration will meet with the other party seven (7) calendar days from the date of notice of arbitration and attempt to mutually agree upon an arbitrator. If the parties cannot agree mutually on an arbitrator within seven (7) calendar days then immediately will jointly write the Federal Mediation and Conciliation Service in Washington, D.C for a list of seven (7) arbitrators from which the parties shall select an arbitrator to hear the case. If the panel is unacceptable to either party, a new panel shall be requested.

Section 17.3 Within fifteen (15) calendar days after the receipt by the Company and the Union of the list of seven (7) arbitrators, the Union's designated representative and the Company's designated representative will select the arbitrator by alternately striking a name from the list until only one (1) name remains and he will be the arbitrator to hear the case. The party to strike first shall be determined by the toss of a coin.

Section 17.4 The expenses and fees of the arbitrator, as well as, the other joint expenses of holding the arbitration shall be borne equally by the Union and the Company; however, each party shall bear the expense of its own representatives, witnesses, and preparing and presenting its own case. The minutes of any arbitration case may be recorded by qualified report if either party so requests. The party requesting that the minutes be recorded shall pay the cost of the recording of such reporter. However, if the other party desires a copy of the minutes so recorded he shall share the expense of the reporter.

Section 17.5 The jurisdiction and the authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator selected shall have no power or authority to substitute his judgment for that of the Company in cases where the Company has retained discretion or the right to act under this Agreement. In cases of discipline or discharge, the Arbitrator may reverse the action of the Company or modify the penalty



imposed only if it is established by clear and convincing evidence that the Company's action was clearly arbitrary. In no case shall the imposition of a penalty provided in a written company rule or regulation be deemed arbitrary. The party contending that a violation has been committed shall bear the burden of proof and the burden of going forward in all cases, except those cases involving discharge. The decision of the arbitrator shall be final and binding upon the Company, Union and employee(s).

Section 17.6 The arbitrator shall not have authority or be empowered to grant extension or renewal of this Agreement.

Section 17.7 The Company shall not be required to pay back wages prior to the date a written grievance was filed with the Company. All Awards of back wages shall be limited to the amounts of wages the employee would otherwise have earned from his employment with the Company during time periods as above defined, less any unemployment or other compensation that he may received from any source during the period he was off from work.

ARTICLE 18 DISCIPLINE AND DISCHARGE

Section 18.1 No employee covered by this Agreement who has successfully completed his probationary period shall be disciplined or discharged except for just cause.

Section 18.2 Just cause for discharge or discipline may be, but is not limited to, failure to meet or maintain client requirements, violations of the Company's reasonable rules and regulations or other valid reasons. The Company has the right to amend or issue new Company Rules and Regulations at any time with due notification to the employees.

Section 18.3 An employee who is disciplined or discharged will be shown a copy of the Disciplinary Counseling Report (DCR). The employee is required to sign the DCR, but in doing so does not mean that the employee agrees with the contents of the DCR, only that he has read same. In imposing any disciplinary action on a current charge, Company shall not take into account any written discipline occurring more than twelve (12) months previously. The Company shall not take into account any documented verbal counseling more than nine (9) months previously, unless the documented verbal counseling is for the same offense, employee shall have the right to grieve on a DCR.

Section 18.4 There will be no harassment of the Employer or the Union by either Union or non-Union employees. Any report of any employees, Union or non-Union, making anti-Union or anti-Employer statements, or otherwise attempting to



damage the relationship of the Company and the Union will be considered an appropriate basis for a grievance.

Section 18.5 An employee committing a minor infraction of Company rules or regulations as determined by the Company may be called to an office or otherwise for the purpose of a counseling session, to discuss the violations. The intent of such counseling meetings is to discuss the infraction with the employee and ways to correct the problem; also to discuss with the employee, his past employment record. The employee shall have the right to request Union representation for such counseling session. The counsel session will be documented as a documented verbal counseling. However, nowhere herein contained can it be construed that a counsel session is the same as a written warning as provided for in Section 18.3. The employee is required to sign the documented verbal counseling, but in so doing, this does not mean the employee agrees with the contents of the counsel document, but only that he is in receipt of and has read same.

ARTICLE 19
UNIFORMS AND EQUIPMENT

Section 19.1 The Company will furnish sufficient issues of uniform shirts, trousers, (summer and winter) caps, gloves, jackets, rubber boots, top coats, rain coats and pants, and any other equipment excluding personal items of clothing which the Company requires employees to use in the performance of their duties.

Section 19.2 The Company will dry clean or launder shirts, trousers and top coats.

ARTICLE 20
WAGES

SECTION 20.1 - Straight Time Rate of Pay. The Company agrees to pay employees at the straight time rate of pay set forth below:

Effective November 1, 2010 – October 31, 2011

Security Officers	\$18.00
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Effective November 1, 2011 – October 31, 2012

Security Officers \$18.25

Effective November 1, 2012 – October 31, 2013

Security Officers \$18.75

ARTICLE 21
GENERAL PROVISIONS

Section 21.1 Non-bargaining unit employees, including supervisory employees, shall not perform bargaining unit work except in the case of emergencies or for training employees.

Section 21.2 Pay days shall be bi-weekly, every other Thursday. The Company reserves the right to change pay periods or paydays for legitimate business reasons, provided the Union and employees are given at least three (3) weeks notice of the change.

Section 21.3 If it is impossible for an employee to vote on his own time, the Company shall allow the employee a reasonable period of time off without pay from assigned Company duties to vote in a national, state, or local election.

Section 21.4 It is agreed that employees will be given necessary relief for restroom breaks.

Section 21.5 Employees shall remain at their post until properly relieved or until instructed to leave by supervision; when so relieved, he may leave his post and log out.

Section 21.6 An employee injured on the job while performing his work, shall be paid his regular straight time rate for time lost from work receiving medical attention on that day up to the balance of his regular shift in which the injury occurred, if he is unable to return to work during the shift.

Section 21.7 It is agreed and understood that employees will be required to meet all requirements in the Company's contract with GPO and any requirements established thereafter by GPO, including but not limited to firearms requirements. Each employee, upon request, will be furnished with 100 practice rounds each six (6) month period.



Section 21.8 In the event of the death of an employee, accrued sick and vacation pay, or any unpaid scheduled work the employee had completed prior to his death, shall be paid to the surviving spouse, or to the state of the deceased.

ARTICLE 22
INSURANCE PROGRAM AND HEALTH AND WELFARE

Section 22.1 The Company shall contribute \$ 4.25 per hour toward the cost of the premium for medical, dental, life, and AD&D insurance coverage for each employee and dependent coverage, if the employee elects such coverage thru October 31, 2011. The Employee will be responsible for the premium share that exceeds the Company's per hour contribution for the duration of the CBA. Deductions for dependent coverage shall be deducted each pay period.

Section 22.2 Employees wishing to switch or discontinue participation in, or contribution to, a particular fringe benefit plan shall be permitted to do so only during "open enrollment periods" as permitted under the relevant plan documents. Participation and eligibility to participate in the Plans shall be governed by the terms of those Plans, which are incorporated in their entirety by reference into this Agreement. Any claims for benefits under the health plans offered by the Company will be subject to those plans' administrative review procedures not to the grievance and/or arbitration procedures of this Agreement.

Section 22.3 The Company reserves the right to change insurance providers and/or plan no more than once per calendar year providing current benefits are not reduced.

Section 22.4 The Company agrees to make a health and welfare benefit contribution as set forth below for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year:

Contributions	November 1, 2010	November 1, 2011	November 1, 2012*
Total	\$4.25	4.50	TBD*

*The parties agree to open negotiations for the H & W contribution in the out years at least 60 days in advance of the Company's option year with the Government between August and September.

Section 22.5 The health and welfare benefit provided by the Company under this Section may be used by employees to pay premiums and/or contributions to IRS



qualified, bona fide health insurance, life insurance and disability plans offered by the Company as selected or directed by the employee.

Section 22.6 Any claims for benefits under the health plans offered by the Company will be subject to those plans' administrative review procedures not to the grievance and/or arbitration procedures of this Collective Bargaining Agreement.

Section 22.7 Health and welfare benefits are not paid on any hours associated with training, overtime, vacation, bereavement leave, jury duty, or holiday hours.

Section 22.8 Notwithstanding any other provision contained herein, the parties agree to re-open negotiations regarding the terms contained this Article 22 annually.

ARTICLE 23 RESERVE OFFICERS

Section 23.1 It is agreed that there will be a limit of 35% Reserve employees of the total bargaining unit employed by the Company during the term of this Agreement.

Section 23.2 No Reserve employee will be worked more than forty (40) hours in a week unless all Regular employees have refused such overtime.

Section 23.3 The Company will identify all Reserve employees as such by date of hire on a separate section of the regular seniority list to be furnished to the Union.

Section 23.4 Reserve employee seniority will commence on the date of induction into the bargaining unit. After becoming a Regular employee if he has been employed as a Reserve employee for a period of six (6) month or longer he will not be required to serve another probationary period.

Section 23.7 Reserve employees will be offered openings in the Regular ranks in order of their seniority. If all Reserve employees decline offers of Regular employment, the Company may hire from outside the bargaining unit.

Section 23.8 It is understood that the Company may use Reserve employees whenever possible to avoid overtime. If possible, the following procedures or guidelines will be followed in the use of Reserve employees to fill scheduled or unscheduled absences created by Regular employees for any reason. The Company may supersede these procedures if by following as such, overtime would be caused that would not ordinarily have occurred:



- (1) The senior Reserve employee will be offered work first, provided all Reserve employees hours worked from the previous week are equal.
- (2) The Reserve employee with the least amount of hours worked or offered from the previous week shall be offered work first.
- (3) If all Reserve employees hours worked are equal, then the available work will be filled by seniority within the ranks of Reserve employees.
- (4) If all hours worked are not equal from the previous week, then the Reserve employee with the least amount of hours worked will be first, the Reserve employee with the most hours worked will be last to be offered work.

The last shift worked by a Reserve employee may not allow the Reserve employee to be called first for the start of the next work week. In any case, the Reserve employee with the least amount of hours or the senior Reserve employee, whichever applies, will be called for the first available shift that would not result in him being paid overtime that ordinarily would not have occurred.

Section 23.9 In the event a Reserve employee is unavailable for work for any reason, with the exception of military leave, he will not be allowed to work again until all Reserve employees who were available for work are offered work before stated Reserve employee; nor shall he be returned to his original position in the rotation of the part-time ranks for the duration of the work week. The Company may choose to supersede these procedures if it may result in overtime that ordinarily would not have occurred.

Section 23.10 The following procedures may be followed in an attempt to contact Reserve employees for available work:

- (1) Any Reserve employee contacted by phone will be given thirty (30) minutes to return the attempted contact before the Supervisor attempts to contact another Reserve employee.
- (2) The On-duty supervisor must speak to the Reserve employee, when possible, if offering available work.
- (3) Only phone calls to the residence of the Reserve employee, a personal contact, or any other telephone number supplied by the Reserve employee may be used to charge a Reserve employee as being unavailable.
- (4) A Reserve employee will not be charged as unavailable more than once for the same work offered.



ARTICLE 24
WAIVER

The waiver or any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

ARTICLE 25
SAVINGS CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or an award of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

ARTICLE 26
PENSION PLAN

Section 26.1 For the duration of this collective bargaining agreement, the Company agrees to make a contribution to individual Pension Accounts established in the name of each employee covered by this agreement at a bona fide financial institution at the following rates for each hour worked up to a maximum of forty (40) hours per week for all hours worked.

November 1, 2010	November 1, 2011	November 1, 2012
\$0.50	\$0.60	\$0.70

Payments to the Program are due in accordance with ERISA statutes.

Section 26.2 The Company has no responsibility for the Pension accounts, other than to make contributions in accordance with Section 26.1.



ARTICLE 27
NOTICES

Section 27.1 Any notices required under the terms of this Agreement shall be given in writing to the following:

(1) To the Company--- Addressed to:

Thomas Burlison
Project Manager
Paragon Systems, Inc.
Building 9101
Stennis Space Center, MS 39529

(2) To the Union--- Addressed to:

President, Local Union 711
Building 8000 Stennis Space Center, MS 39529

Section 27.2 Either party desiring to change the identity of the person to be addressed as set forth in Section 27.1 may do so at any time by giving notice thereof to the other party in writing by certified mail.

ARTICLE 28
SCOPE OF AGREEMENT

During the negotiations resulting in an Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after this right and opportunity, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.



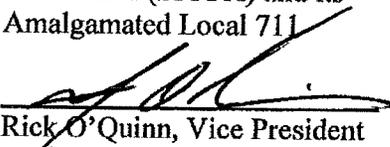
ARTICLE 29
DURATION

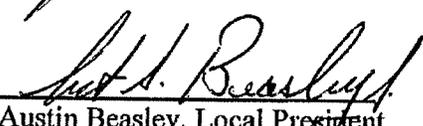
Section 29.1 This Agreement becomes effective March 22, 2011 and will remain in full force and effective until midnight, March 21, 2014, and from year to year thereafter, unless either party gives written notice, not less than sixty (60) days, immediately prior to the expiration date of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to sign this Agreement in full acknowledgement of their intention to be bound by the Agreement this first day of March 22, 2011.

FOR:

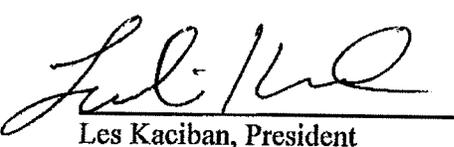
International Union, Security,
Police and Fire Professionals
of America (SPFFPA) and its
Amalgamated Local 711


Rick O'Quinn, Vice President


Austin Beasley, Local President

FOR:

Paragon Systems, Inc.


Les Kaciban, President

