

COLLECTIVE BARGAINING AGREEMENT

Between

**USPROTECT
INCORPORATED**

and the

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
LOCAL #80, INC.**

**Court Security Officers and Special Security Officers of the 12th Circuit
(District of Columbia)**

June 6, 2007 – August 31, 2010

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PREAMBLE

THIS AGREEMENT is made and entered into on June 6, 2007, by and between USProtect Incorporated, a Maryland corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL # 80, INC., hereinafter referred to as the "Union." All provisions of this Agreement shall be in effect as of the date of this Agreement.

ARTICLE #1

GENERAL PROVISIONS

1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time and regular shared position United States Marshal Service (USMS) credentialed court security officers (CSO's), and Special Security Officers (SSO's), hereafter collectively referred to as "Employees", assigned to the federal courthouses, and other United States Justice Department related office buildings pursuant to the Employer's contract with the United States Marshals Service for security within the jurisdictional boundaries of the 12th Circuit, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, Lead CSO's or Lead SSO's, temporarily assigned Employees and substitute Employees, and all other Employees of the Employer. It is expressly agreed and understood between the parties that persons enrolled or participating in the Company's one-day pre-assignment training program shall not be considered employees under this Article 1.1(A) for that day of training.
- B. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in Article 1, Section 1.1A of this Agreement.

1.2 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in Article #5 of this Agreement. If the Employee requests, the Company will call for a steward prior to any disciplinary action being taken whether it be written or verbal. The Company recognizes the right of the Union to investigate grievances and interview Employees before and/or after work time and during breaks. If the Company takes disciplinary action during work time, a representative of the Union, if requested by the Employee, will be given time to be present for the disciplinary procedures. The selection of a particular shop steward to represent an Employee shall be the prerogative of the Employee and the Union. If the designated shop steward is unavailable and the Company is unable to delay the disciplinary procedures, the Company shall contact the Union President who shall designate another individual to represent the Employee, provided, that if the Union President is unable to designate an individual who is available to represent the Employee within eight hours of notice from the Company, the Company may go ahead.

with a disciplinary meeting held solely for the purpose of administering discipline. The supervisor, at the request of the Employee, will release the steward only when properly relieved. The Company will not be responsible for paying the steward for time spent in this regard.

- B. Union stewards and representatives shall be granted a minimum of two (2) hours per incident, during working hours, to conduct investigations of grievances and complaints, not to affect the operation of the working unit.

1.3 MANAGERS AND SALARIED PERSONNEL

- A. Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work under the US Marshals Service contract as determined necessary by the Employer and as allowed by the Marshals Service.
- B. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations as determined by the Employer, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Union retains the right to grieve the Employer's designation of "emergency situation." The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.
- C. Assignments for work will first go to the members of the bargaining unit, as defined in Article 1, Section 1.1(A). An LCSO/LSSO will be scheduled to perform bargaining unit work only when a CSO/SSO is unavailable to work and all means to fill the vacant schedule, including seeking officers from other shifts within the building and, if practical, from other buildings, have been exhausted, or when operational exigencies require. An LCSO/LSSO may be assigned to perform work that otherwise would result in the payment of overtime to bargaining unit employees unless that assignment would also result in the payment of overtime to the LCSO/LSSO, provided that, upon request, the Company shall furnish the Union with time records of LCSO/LSSO's so assigned. Once a CSO/SSO has accepted an assignment which has been identified to him/her as overtime, the CSO/SSO will not have his/her regular schedule adjusted to avoid the payment of overtime or to facilitate the assignment of overtime to LCSO/SSOs.
- D. Whenever a lead position is vacant and a lead CSO/SSO does not volunteer to work, a CSO/SSO may be designated to work if the Employer deems it necessary to fill the position and shall receive lead compensation. Such designation must be in writing.

1.4 AGENCY SHOP AND DUES CHECK-OFF

1.4.1 DUES CHECKOFF

The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon

receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.

1.4.2 AGENCY SHOP

- A. All Employees employed in the District of Columbia or at any federal enclave, who are not members of the Union, shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union's procedures for filing fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees may be deducted via check off card. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the Employees paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- B. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 [c] [3] of the IRS Code), nonreligious charitable organization from a list supplied by the Union. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

1.4.3 PERFORMANCE OF FINANCIAL OBLIGATIONS

All employees must ensure that financial obligations are met as prescribed by US Marshal Service CSO Performance Standard 18.

1.4.4 TERMINATION FOR NON-PAYMENT

An employee that does not pay the Union dues, or the Service Fee, or the charitable contribution, either through an authorized check off or direct payment to the Union, all as described in Section 1.4.1, shall be terminated by the Company. To exercise this provision of the CBA, the Union must provide the Company a request for termination in writing. Before an employee is terminated by the Company for non-compliance with this Article 2, the employee must be first notified by the Union, via certified letter, return receipt requested, to pay the prescribed fees or dues, and the Union must provide proof to the Company of having done so. If the employee pays

the delinquent fees or dues within two (2) weeks after the date the notification is received, the employee will not be terminated. The obligations set forth in this Art. 1.4.4 shall only be effective to the extent permitted by controlling law. The Union agrees to indemnify and save the Company harmless against any claims, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section. A judgment may be obtained against the CSO/SSO for non-payment of monthly dues or service fees.

1.4.5 REMITTANCE OF UNION DUES

- A. The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the United Government Security Officers of America, Local 80 within 72 hours from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.
- B. The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

1.5 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient operation. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, or any other category prohibited by law."

1.6 UNIFORMS

- A. When the Employee's employment with the Employer ends, for any reason, the Employee shall be obligated to return, if requested by the Employer, all Employer issued uniforms issued within the current year, with the exception of shoes, socks and shirts, to the Employer prior to his/her last day of employment or as soon as practical. If the Employee returns the uniforms in unserviceable condition due to anything other than normal wear and tear, the Employer shall be permitted to bill the Employee and the Employee will be obligated to pay for the replacement cost. This section shall only apply to uniforms issued on or after the effective date of this Agreement.

- B. When the Employee's employment with the Employer ends, for any reason, the Employee shall be obligated to return, if requested by the Employer, all Government issued equipment to the Employer prior to his/her last day of employment or as soon as practical. If the Employee returns the equipment in unserviceable condition due to anything other than normal wear and tear, the Employer shall be permitted to bill the Employee and the Employee will be obligated to pay for the replacement cost.
- C. Failure to return uniforms and/or equipment as provided in Sections 1.6A and B, and refusal to reimburse the company will be considered an adverse action and the Employee's personnel record will be annotated as such for the purpose of future references to prospective employers. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct, from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items shall be the cost to the Company.

ARTICLE #2

SENIORITY

2.1 SENIORITY DEFINED

- A. Unit Seniority shall be the length of continuous service from the Employee's original date of hire or transfer to all sites within Local 80's jurisdiction as per the US Marshals Service computer within Local 80's jurisdiction as a Special Deputy US Marshal Court Security Officer, or Special Security Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall only accrue while the Employee is employed in the Court Security Program within Local #80. Unit seniority shall not accrue until the employee has successfully completed his/her 90-day probationary period. Unit seniority shall be applicable in determining the order of layoff and recall. Due to the unique situation in the 12th Circuit caused by the number of buildings involved, building seniority shall apply for issues such as job openings, shifts, vacations, days off, overtime, leaves and transfers. Vacancies and shifts shall first be filled within the building by building seniority and then unit seniority circuit wide. Any employee permanently transferred out of the designated building and within Local #80's jurisdiction, for any reason shall not lose his/her unit seniority, as it applies to order of layoff and recall. Seniority may be used in applying various aspects of this Agreement, as agreed to by the parties.
- B. Building seniority, for the purposes of scheduling, vacation scheduling, or overtime, will be determined by the length of service as an Employee regularly assigned to a particular building within Local #80's jurisdiction. Any Employee who voluntarily transfers to another building for any reason shall lose his/her building seniority as it applies to scheduling, vacation scheduling, days off, overtime, leaves and transfers. Involuntary transfer to another building for any reason other than discipline or government directed, shall not involve a CSO/SSO losing his/her full-time or time-share status. If available in the new building without bumping, his/her days off and shift shall remain the same as in the prior building. For purposes of future bids on work schedules, his/her building seniority shall include the time in the prior building. For all involuntary transfers challenged by Local 80, that result in a reversed decision, (i) the Employee shall be returned to his/her previous site and, if available,

previous post position at the site, and (ii) the previous days off and shift shall be restored, subject to the approval of the Government. In the event that two or more Bargaining Unit Employees seeking to exercise their seniority rights for the same purpose herein have the same seniority date, ties shall be broken first by granting the greater seniority to the Employee with the earliest date of hire. If there is still a tie, the employee with the earliest birth date, and, if necessary, the earliest time of birth, shall have the greatest seniority.

- C. For the purpose of seniority based decisions, timeshare unit seniority shall be equivalent to fulltime unit seniority.

2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Company to the proper Union officials within a reasonable time, upon written request by the Union, each March and September of each contract year. The Union President or the President's designated representative must make the request for these lists to the Company in writing. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted by the Employer.

2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall retain the unit seniority the Employee had at the date of the promotion to a non-bargaining unit position for the purposes of calculating vacation and personal leave only, but shall lose all building seniority and shall not accumulate additional seniority while in that capacity. If he/she remains in the continuous employ of the Company and returns to a bargaining unit position at a later date, he/she shall have the unit seniority he/she had at the time of promotion for the purposes of calculating vacation and personal leave only. For all other purposes, his/her unit and building seniority will start on the return date to the bargaining unit and his/her name will be placed at the bottom of the unit and building seniority lists. Such an employee may only return to a full-time unit position if a full-time unit vacancy already exists and that full-time vacancy is first offered to all unit employees.

2.5 BREAK IN SERVICE

Any Bargaining Unit Employee who is absent from the bargaining unit for more than four (4) consecutive months for any reason other than absences permitted under the terms of this collective bargaining agreement shall lose his/her seniority unless prohibited by law. If he/she returns to the bargaining unit at a later date, his/her unit and building seniority will start on that return date, except as provided in Section 2.4 and Section 2.7.6.

2.6 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a ninety (90) working day-period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day-period also may be extended by mutual agreement

2.7 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. The Employee quits or retires;
2. The Employee is discharged;
3. A settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) days;
5. The Government terminates the Employee's credentials as a CSO or SSO;
6. The Employee is otherwise asked to be removed from working under the Employer's contract with the Government, unless allowed to return to the unit and the contract at a later date;
7. The Employee fails to return to work upon expiration of a leave of absence
8. On recall from layoff, the Employee fails to express his or her intent to return to work, and/or does not return to work, in accordance with the requirements of Article 3.1.2.

ARTICLE #3

JOB OPPORTUNITIES

3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted at the building for a period of five (5) working days (excluding Saturdays, Sundays and Holidays). The five (5) day period may be reduced or omitted with written confirmation from all eligible unit members assigned to the building where the vacancy exists that they saw the notice and have no interest in the vacant position. Shared position Employees at the building where an opening occurs will be notified in writing at their

last known address, unless they have reported to work during the period that the vacancy is posted. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position Employees have been notified. When a vacancy occurs, the Employer will fill the position with the senior qualified Employee in the building who will be provided an orientation to familiarize him/her with the requirements of the new position. If the vacancy cannot be filled from within the building, the vacancy will be announced circuit wide for a period of five (5) working days (excluding Saturday, Sunday, and Holidays). The five (5) day period may be reduced or omitted with written confirmation from all eligible unit members that they saw the notice and have no interest in the vacant position. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific, i.e., only Employees at the site where the vacancy occurs will be required to be notified. In all cases, the Employer carries out the written and/or verbal directives of the Government and the Federal Judiciary regarding the filling of vacancies. An Employee who applies for a vacant position shall not be permitted to reverse his/her decision to accept the position once they are placed on the new schedule and change in status paperwork has been processed. An Employee who accepts shall remain in the new position for a minimum of one year.

No employee hired after the effective date of this Agreement may bid on a vacancy until he or she has accrued twelve (12) months of unit seniority; however, an employee with less than ninety (90) days of unit seniority may be involuntarily transferred in the event the above bidding process does not fill the position. The Company also shall have the right to fill any vacancy on a temporary basis pursuant to Article 3.2 (thirty day temporary assignments) pending completion of the above bidding process, or thereafter until the position is filled.

3.2 SHARED POSITION EMPLOYEES

- A. Shared positions will be filled as described in Section 3.1.
- B. The Company is obligated under its contract with the USMS to provide shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. The shared position Employee may be scheduled to work more than a part-time schedule. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled may result in disciplinary action

3.3 LAYOFF AND RECALL

In the event of layoff or recall, when full-time or part-time shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by calling the last laid off Employee first and so on.

3.4 TEMPORARY ASSIGNMENTS

Due to changing work environment, all employees are subject to an assignment anywhere within the district on an as needed basis from present on duty personnel. The assignments shall be

temporary (not to exceed thirty (30) days), and voluntary, unless there are no volunteers, in which case the Employer may force the least senior qualified employee to take the temporary assignment.

3.5 APPOINTMENT OF SUBSTITUTE/ACTING LEAD CSO

- A. Seniority will not be a factor of consideration for substitute lead positions that are for less than five (5) days in duration. For substitute lead positions lasting longer than five (5) days, substitute leads shall be selected from the building seniority list beginning with the senior qualified CSO/SSO on the list who has not previously worked as such a substitute, until all qualified CSO/SSO's have had the opportunity to do so. Qualifications shall include Employee's skills, experience, past performance, capabilities, prior disciplinary actions within the past twelve (12) months from the date of the application, and the needs of the operation. CSOs/SSOs designated to act as substitute leads shall receive the applicable lead rate of pay. Acting as a substitute lead CSO/SSO shall not cause an employee to lose his/her status as a member of the bargaining unit. However, substitute lead CSOs/SSOs will be required to act as a channel of communication for management. Substitute leads will transmit management directions and instructions to CSOs/SSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and USProtect's polices standards and procedures.
- B. After selection using the criteria in Section 3.5.A, above, substitute lead positions of a duration greater than thirty (30) days shall be rotated every thirty (30) days until the position is permanently filled.
- C. If a permanent Lead CSO/SSO vacancy occurs in a regular position, and the Employer chooses to fill that vacancy, the vacancy will be available first to CSOs/SSOs assigned to the building where the vacancy exists. The job will be posted at the building for a period of four (4) working days (excluding Saturdays, Sundays and Holidays). The four (4) day period may be reduced or omitted with written confirmation that all eligible unit members at the building saw the notice and have no interest in the vacant position. The Employer will select the Lead from all CSOs/SSOs who have submitted a written request to be considered for the position within four (4) days following the last day of posting. At the discretion of the Employer, qualifications for the position shall include Employee's skills, experience, past performance, capabilities, prior disciplinary actions within the past twelve (12) months, from the date of the application, and the needs of the operation. If all applicants are equally qualified, seniority will be the determining factor for selection. If the vacancy cannot be filled within the building, the vacancy will be announced circuit wide for a period of four (4) working days (excluding Saturday, Sunday, and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. In all cases, the Employer carries out the written and/or verbal directives of the Government and the Federal Judiciary regarding the filling of vacancies. An Employee who accepts a Lead position shall remain in the new position for a minimum of one year.

ARTICLE #4

MANAGEMENT RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of management. Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right it had prior to the signing of this Agreement to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment.

These rights include but are not limited, except by the terms of this Agreement, to:

1. Hire;
 2. Assign work;
 3. Promote, layoff;
 4. Discharge, discipline or suspend for just cause;
 5. Require employees to observe the Employer's reasonable rules and regulations;
 6. Determine when overtime shall be worked;
 7. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 8. Determine the extent and manner in which services are provided to our customers;
 9. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
 10. To bid or not bid, or to rebid or to not rebid, the Contract with the Government;
 11. To introduce new methods or improved methods of operation.
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE #5

GRIEVANCE PROCEDURE

5.1 INTENT

- A. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee. This provision is not intended to

limit or prohibit the rights of any party to seek relief from third parties. The parties agree, however, that employees are encouraged to raise issues through the grievance process first. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under written directives of the US Marshals Service, Contracting Officers Technical Representative (COTR) or any member of the judiciary, provided however, that the Union may grieve the accuracy of any information provided by the Employer to the U.S. Marshals Service, COTR or member of the judiciary that formed the basis of the directive. The term "days" shall not include Saturdays, Sundays, or Holidays when used in this Article #5.

- B. The number of days outlined in Section 5.2 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. If the Employer fails to respond to a grievance within the time period allotted for a specific step, the grievance will be deemed denied at that Step and the Employee or Union may proceed to the next Step. The parties by mutual written agreement may agree to extend any of the time limitations.

5.2 GRIEVANCE PROCEDURES

All grievances shall be presented and processed in accordance with the following procedures:

1. Informal Step - Both the Company and the Union agree that the Employee will first discuss his/her complaint with his/her Lead CSO/SSO not in the bargaining unit. If during the course of this discussion either the Employee or Lead CSO/SSO deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Site Supervisor or his/her designee in accordance with Step One.
2. Step One - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the Lead CSO/SSO, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee, steward, or Union Officer, and shall be submitted to the Site Supervisor or his/her designee. The Site Supervisor or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.
3. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Contract Manager or his/her designee not later than ten (10) days from the denial by the Site Supervisor or his/her designee. The Contract Manager or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.
4. Step Three - If the grievance is not settled in Step Two, the grievance may be appealed in writing to the Vice President of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Vice President of Human Resources or his/her designee will have fifteen (15) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.

5. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at step one of this procedure. Written grievances shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

5.3 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.2 that remain unsettled may be processed to arbitration by the Union, giving the Vice President of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Three. Grievances which have been processed in accordance with the requirements of Section 5.2, which remain unsettled, shall be processed in accordance with the following procedures and limitations:

1. Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and Union will meet in person or telephonically and jointly attempt to agree upon the selection of a neutral arbitrator. If within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
2. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
3. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
4. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

5.4 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

5.5 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

5.6 DEFERRED CASES

If the NLRB defers an unfair labor practice charge to the grievance and arbitration procedure, the parties will attempt to resolve the matter within thirty (30) days. If the matter is not resolved within that time period, either party may then invoke the arbitration procedure pursuant to Section 5.3, above.

ARTICLE #6

DISCIPLINE

6.1 DISCIPLINARY PROCESS

- A. After completion of the probationary period, no Employee shall be disciplined without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service.
- B. The Company's management approach includes utilizing a Violation Report to record all deviations from standards of conduct. It also utilizes the following levels of progressive corrective action, which are permissive, not mandatory, as follows:
 - 1st Offense Verbal warning.
 - 2nd Offense Written warning (copy to employee's personnel file).
 - 3rd Offense Suspension for three working days without pay.
 - 4th Offense Subject to termination after Management review.
- C. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.
- D. The Union has the right to grieve or arbitrate on behalf of all Employees that are disciplined, except for cases when the Company is acting under the Directive of the U.S. Marshals Service Contracting Officers Technical Representative (COTR) or any member of the judiciary, or when the Government has notified the Employer, in writing, that the Government has lost confidence in the Employee. The Union retains the right to grieve or arbitrate the accuracy of any information provided by the Employer to the U.S. Marshals Service, (COTR) or any member of the judiciary as provided for in Section 5.1A. The Company will provide the Union with a written statement setting forth the grounds for any disciplinary action. The Employee will have the right to submit a written response to the Employer's statement. Moreover, the Company retains the right to enforce CSO/SSO performance standards, the current USProtect Handbook, USMS Rules and Regulations, and Post Orders with disciplinary action up to and including termination, as required by Government contract. CSO/SSO Standards of Conduct that are Company work rules shall not be changed without first discussing such changes with the Union.

- E. Information placed in the CSO/SSO file shall be signed and dated by the CSO/SSO and, if requested, witnessed, signed and dated by a Union representative. If the employee does not agree with the action being taken, he or she will annotate the document with the words "signed under protest," then acknowledge receipt of the document by signing. Should the employee refuse to sign, the supervisor will annotate the document where the employee should have signed with the words, "employee refused to sign". The employee will be provided a copy of the signed document for his or her personal records. The Union will also be provided a copy of the document.
- F. Any disciplinary action reports, other than for matters involving suspensions or terminations, shall be removed from an Employee's personnel file at the site and Corporate Office after one year only if no other formal disciplinary action has occurred within ninety days prior to the removal date. The document may then be retained at the Corporate office in accordance with its document retention policies, but may not be used as a basis for any subsequent disciplinary proceeding, or for any reference involving the employee.
- G. An Employee may request an appointment to review his/her site or Corporate file in the presence of a Site Supervisor, designee, and if requested, a Union Representative. Requests to review the site or Corporate file may be made through the LCSO/LSSO to the on-Site Supervisor. The Supervisor will arrange for the review in a timely manner. The Company may require those reviewing the file to sign and date a form acknowledging that he/she/they did so.

6.2 ADMINISTRATIVE SUSPENSIONS

- A. When an employee is suspended without pay during the pendency of an investigation, other than due to government action, such employee may apply for employment compensation for the duration of such administrative suspension. In addition, such Employee may seek and retain other employment without abandoning the Employee's position, or causing a break in the Employee's seniority which shall continue to accrue during the administrative suspensions.
- B. Unpaid administrative suspensions shall not exceed thirty (30) days. If an investigation and disciplinary procedure has not been completed within thirty (30) days, the Employee will be restored to duty in the Employee's position with comparable pay scale until the investigation and disciplinary procedures are completed, or may be placed on a paid administrative suspension. Once the investigation is completed and the Company finds the employee may return to duty, if the government does not permit the employee to return to duty the Company may place the employee on unpaid administrative suspension pending further proceedings.

6.3 NON-DISCRIMINATION FOR WORKER'S COMPENSATION

The parties will not discriminate against any Employee for exercising his or her rights under any Worker's Compensation Laws. Time lost due to temporary total or partial disabilities from injuries or occupational diseases arising out of and in the course of employment shall not be included in an Employee's attendance records as unauthorized absences, and shall not affect the exercise of an Employee's seniority for job bidding or otherwise. An Employee's seniority shall continue to accrue during any such lost time.

6.4: ABSENCES WITHOUT LEAVE

Employees are expected to come to work unless leave has been granted in accordance with Articles 10 or 11. Employees who incur excessive absences without approved leave shall be subject to discipline on the following basis:

- A. More than three (3) days of absence without approved leave in the period October 1 through September 30: verbal warning.
- B. More than four (4) days of absence without approved leave in the period October 1 through September 30: written warning.
- C. More than five (5) days of absence without approved leave in the period October 1 through September 30: loss of three days of vacation or personal leave.
- D. More than seven (7) days of absence without approved leave in the period October 1 through September 30: termination, or, at the Company's discretion, the employee may be permitted to remain an employee subject to any conditions deemed appropriate by the Company in its discretion.

ARTICLE #7

HOURS OF WORK AND OVERTIME

7.1 WORKDAY AND WORKWEEK

For purposes of this Article, a regular work week of forty (40) hours of work fifty-two (52) weeks per year (less holidays) per the United States Marshals Service Contract, excluding lunch periods shall constitute a normal full-time workweek for full-time Employees. Employees working the minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. If an emergency occurs and all or any of the personnel present in the building are recalled during any of the scheduled breaks, the employees will be obligated to discontinue the break and respond immediately. If the emergency occurs during the lunch break, following the emergency the employee will be provided with his/her lunch break or compensated for such time.

7.2 OVERTIME

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

7.3 HOLIDAY WORK DISTRIBUTION

- A. The work schedule list for holidays will be distributed at least five (5) weeks prior to the holiday, at which point volunteers can sign-up to work the holiday. The list will remain

available for seven (7) days then taken down. The employer will post the final holiday schedule at least three (3) weeks prior to the holiday. Employees who have volunteered may not reject assignments after the final holiday schedule has been posted. Holiday work will be assigned by seniority to those qualified for the available work schedules.

- B. Should work schedules remain available for the holiday after volunteers have been assigned, reverse order seniority shall be utilized to fill the remaining work schedules. Holiday assignments filled using the reverse order seniority, may not be refused by the employee. Exceptions may be granted with the approval of the Site Supervisor for verifiable emergencies. Failure to report to work will be considered an unauthorized absence, subject to disciplinary action.
- C. The Employer will attempt to rectify inequalities in involuntary holiday assignments through the future scheduling of holiday work. Holiday work records will be made available to the Union upon a request made to the Employer. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work a holiday during the current calendar year due to any reason, followed by the next Employee who did not work a holiday during the current calendar year in the order of reverse seniority.

7.4 OVERTIME REQUIREMENT

- A. Subject to the direction of the U.S. Marshals Service, overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees). Exceptions may occur when the Employer is directed by the U.S. Marshals Service or the Contracting Officers Technical Representative (COTR); when a court proceeding unexpectedly continues beyond scheduled hours; or in situations dictated by the availability of personnel and the amount of notice given for overtime.
- B. Whenever a CSO/SSO is required to work overtime in accordance with this Article, if operationally feasible, the Employer may rotate the CSO/SSO to avoid having the CSO/SSO work at the same work schedule for two consecutive shifts.
- C. Work schedules that create an overtime assignment will be filled first on a voluntary basis using seniority on the shift where the overtime assignment exists. If the assignment cannot be filled, bargaining unit members at the site on other shifts will be offered the overtime in seniority order. If the assignment cannot be filled, the overtime will be offered to other bargaining unit members in the 12th Circuit.
- D. If the open work schedules cannot be filled on a voluntary basis in accordance with Section 7.4.C, overtime assignments will be filled amongst those on the current shift, by reverse building seniority. Employees will not have the right to refuse; however, an Employee may be excused with the approval of the Site Supervisor for an approved and justified reason.
- E. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime in the order of reverse seniority.

- F. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union upon a request made to the Employer. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime during the current calendar year in the order of reverse seniority.

7.5 SHARED POSITION EMPLOYEES

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees shall be required to work all scheduled work hours, unless the Employee is excused for good cause.

7.6 REST PERIOD

There shall be two fifteen (15) minute paid rest periods when properly relieved, and one (1) thirty (30) minute unpaid lunch for each eight (8) hour shift. One rest period shall be in the first half of the shift, and the second rest period shall be in the last half of the shift. Twelve hour shifts shall be granted an additional fifteen (15) minute pay rest period. On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

7.7 CALL IN PAY

An employee called in to work who reports to work as requested will be guaranteed a minimum of four (4) hours of work or pay.

7.8 SCHEDULING

- A. Seven-day work schedules, whenever possible, will be posted three (3) weeks in advance. Final Holiday Schedules will be posted three (3) weeks in advance of the Holiday, whenever possible. When changes to the schedule are necessary, the Company agrees to give as much notice as possible. If overtime is required to staff vacant work schedules, Section 7.4 will be utilized. An employee is required to notify a lead, substitute lead, or site supervisor four (4) hours before his/her shift begins whenever he/she will not be reporting for work. An employee who is absent for three (3) consecutive scheduled working days without notifying the Company may be subject to discipline up to and including termination, except in case of circumstances beyond the employee's control. All employees will be scheduled with at least two (2) consecutive days off of work, unless such scheduling is not possible due to emergencies or operational requirements of the USMS contract. An Employee may switch his/her days off or shift with another Employee, within the same workweek, provided the requested change is submitted to the Site Supervisor in writing at least five (5) days prior to the requested change and approval has been granted by the Site Supervisor.
- B. Open work schedules that occur with less than 24 hours' notice will be filled with a time share Employee who has less than forty (40) hours, if available. If a time share Employee with less than forty (40) hours is not available and the position cannot otherwise be filled

without incurring overtime, the CSOs/SSOs working the shift prior to the shift on which the Employee was scheduled to work will be given the right of first refusal to fill the work schedule in order of building seniority. Whenever a CSO/SSO substitutes for another CSO/SSO in accordance with this Article, if operationally feasible, the Employer may rotate the CSO/SSO to avoid having the CSO/SSO work at the same work schedule for two consecutive shifts.

7.9 SHIFT DIFFERENTIAL

All work performed between the hours of six (6) PM. and six (6) AM, shall be paid at 106% of the employee's regular hourly rate.

7.10 GOVERNMENT SHUTDOWN

In the event of a government directed shutdown due to inclement weather, federal, state or local emergencies or Executive Order, which requires a skeleton crew or CSOs/SSOs already on duty to remain on duty after their shift has ended, such Employees will receive the applicable overtime pay.

In the event of a government directed shutdown, operations will be conducted on a weekend schedule staffing level or as directed by the site Contracting Officer Technical Representative (COTR).

ARTICLE #8

WAGES

8.1 WAGE SCHEDULE

The rate of pay for all Employees employed in the 12th Circuit (District of Columbia) will be:

October 2006	\$22.75
October 2007	\$24.85
October 2008	\$25.85
October 2009	\$26.87

8.2 PAYDAY

Paychecks and pay stubs will be mailed to the Employee's last known address on file at the Employer's Corporate Office ten days prior to the scheduled payday.

8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's pay, proper adjustment for undisputed errors of \$100.00 or more will be made within five (5) business days after the Company is given written notification of the error. All other such undisputed errors will be corrected as soon as possible, but no later than the next paycheck. It is expressly agreed and

understood that this Article 8.3 shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect

8.4 LOCAL BANK

The Employer shall make its best efforts to facilitate the ability for Employees to be able to cash their paycheck at a local bank.

8.5 DIRECT DEPOSIT

The Employer may alternatively facilitate the ability for Employees to have their paychecks directly deposited into a bank account of their choice.

8.6 PAY FOR SUBSTITUTE LCSO

If the Employer determines that a substitute lead is necessary a substitute lead will be appointed and the term substitute lead shall be noted on the daily schedule and site assignment book whenever a lead is not available for the shift. The rate of pay for the substitute lead in the performance of his/her duties shall be the same as the rate for the LCSO. A CSO/SSO will not have the authority to self appoint as a substitute lead.

ARTICLE #9

HOLIDAYS

9.1 HOLIDAYS DEFINED

A. Whenever the term "holiday" is used, it shall mean:

New Year's Day,	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. If the President of the United States or the US Congress declares a new permanent national holiday, then such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the Employer obtaining a contract modification approval from USMS or on the contract renewal date if the holiday is observed at least ninety (90) days prior to the contract renewal date, but not later than the next contract renewal date for the following year, whichever shall occur first.

9.2 MISCELLANEOUS HOLIDAY PROVISIONS

A. A full time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if:

1. The Employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed; and
2. The Employee is not laid off, or on an unpaid leave of absence.

No Employee will receive both holiday pay and any other form of leave pay for the same day.

- B. Any full-time Employee who works as scheduled on a holiday shall receive straight time rate and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2.A. The holiday is to be observed on the day that the Federal Government recognizes the holiday.
- C. An Employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the Employee's non-worked holiday pay.
- D. Any regular shared position Employee who works as scheduled on a holiday and meets the eligibility requirements set out in Section 9.2.A above shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to eight (8) hours based on the average weekly hours for the previous two (2) weeks' work.
- E. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2.A above shall be paid a pro rata share of the full-time benefit based on their average weekly hours for the previous two (2) weeks' work.

ARTICLE #10

VACATIONS

10.1 ELIGIBLE FULL-TIME EMPLOYEES

All full time employees who have continuously been employed by the Company, or by the predecessor(s) to the contract between the Company and the USMS shall be entitled to annual vacation pay in accordance with the following schedule:

Upon completion of one (1) year of service:	80 hours
Upon completion of three (3) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment and each subsequent anniversary of the date of hire with the Company or predecessors to the contract between the Company and the USMS. Vacation leave 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 predecessors, the employee shall not be entitled to any vacation pay. Vacation

pay for full time employees will not be prorated. The Company will accommodate, when possible, requests for unpaid leave by an employee during his or her first year of employment, if the employee provides proof of a prearranged trip that was scheduled prior to beginning employment with the Company.

10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular halftime schedule shall be entitled to one-half the full time vacation pay benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous year based on the Employee's anniversary date.

10.3 SCHEDULING VACATIONS

- A. The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company to maintain efficient operations. It is the intent of the Employer that every Employee benefit from the rest and relaxation of vacation. If vacation is not taken voluntarily, the Employer reserves the right to assign vacation during the year.
- B. Beginning with the calendar year 2008, each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Lead CSO or Lead SSO, in writing, prior to March 1st of each year indicating his or her first, second and third choice for desired vacation periods, if any. The Employer will recognize unit seniority when scheduling Employees for vacation in accordance with Section 2.1. Beginning with the calendar year 2008, the Employer will post the final vacation schedule within ten (10) business days after March 1st of the current year. If an employee fails to make a request in writing prior to March 1st, seniority will not be applicable to displace anyone who made their request in a timely manner. The employee must complete the USProtect Leave Request Form, indicating his or her 1st, 2nd and 3rd choice of dates for the leave. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements.
- C. Beginning with the calendar year 2008, if by March 1, an Employee requests less than the total amount of said Employee's vacation entitlement, the Employee may request to schedule additional vacation at any time. However, such requests after March 1 shall be granted by the Employer in accordance with its operational needs without regard to seniority. The Company will not deny vacation requests when the Employee gives a minimum of seven (7) days' notice, provided it is possible to schedule full coverage without incurring overtime.

10.4 PAY OPTIONS

Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

10.5 UNUSED VACATION

Vacations shall not be cumulative from one year to the next, except that an Employee will be allowed to voluntarily carry over up to forty (40) hours of unused vacation to the following year, provided the Employee gives written notice at least thirty (30) days before his/her anniversary date of the intent to do so. Any unused vacation that is so carried over shall be paid at the hourly rate in effect on the Employee's anniversary date and for this purpose shall be considered the first vacation used in the next year. Any other earned but unused vacation time remaining at the end of a year of service (i.e., the anniversary date of employment) shall be paid to the Employee.

10.6 CONTINUOUS EMPLOYMENT

Employees who are absent from work for any reason (including unpaid leave and workers' compensation) on unpaid status for more than twenty-five (25) consecutive days during any year of service (i.e., the 52-week period beginning on the employee's anniversary date) shall have their vacation benefits under this Article 10 pro rated accordingly for that year of service.

10.7 TERMINATING EMPLOYEES

Upon termination of employment, an Employee will be paid at his/her individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

10.8 VACATION- LAID OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

10.9 VACATION INCREMENTS

Vacation days may be used in one (1) day increments, if so desired by the Employees and approved by the Employer.

ARTICLE #11

LEAVES OF ABSENCE

SECTION 11.1 NON-MEDICAL UNPAID LEAVES OF ABSENCE

Legally mandated leaves of absence will be granted only upon presentation of the proper documents and justification. Unpaid personal leaves may be granted at the discretion of the Employer for periods not to exceed thirty (30) days. A leave of absence must be processed in the following manner:

- A. All requests for any unpaid leaves of absence shall be submitted in writing to the Site Supervisor at least ten (10) calendar days, or as soon as is practicable, prior to the date that the leave will take effect, except in cases of emergencies, when the information and justification will be provided within three (3) business days following the emergency. Site

supervisors are authorized to approve any form of leave or absence from work. All requests for leave shall include:

1. The reasons for such leave;
 2. The start date of leave;
 3. The end date of leave.
- B. The written request for leave of absence shall be submitted to the Contract Manager, by the Site Supervisor with his or her recommendation for final approval if the request exceeds 5 days or if the approval of the leave creates an open post or overtime situation.
- C. If the request for leave of absence exceeds five (5) days, the Contract Manager or designee will approve/disapprove the request within three (3) business days and forward a copy of the approved/disapproved leave of absence form to the Site Supervisor and Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer with the approval of Human Resources, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence when feasible. Extensions when granted shall not be greater than thirty (30) days. Seniority shall accumulate during the period of any approved statutory leave of absence.

11.2 LIMITATIONS

Personal leaves of absence for non-medical verifiable emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days. Employees on any unpaid leave of absence must have used all available vacation or payable personal leave time until such paid leave time is exhausted. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits while on unpaid leave of absence. The Employer will make every reasonable effort to maintain an Employee's position while on unpaid leave; however, there is no guarantee of reinstatement to the same position after any approved unpaid, non-statutory leave.

11.3 STATUTORY UNPAID LEAVES OF ABSENCE

- A. All employees who meet the applicable statutory qualifications are entitled to leave under the Family and Medical Leave Act ("FMLA"), and, for employees regularly assigned to work in the District of Columbia, the District of Columbia Family and Medical Leave Act ("DCFMLA"), in accordance with their respective provisions. Any available paid leave shall run concurrently with such leave. For purposes of determining an employee's leave entitlement under the FMLA, the 52-week period immediately preceding the commencement of leave under the FMLA shall be the applicable measuring period. For purposes of determining an employee's leave entitlement under the DCFMLA, the 52-week and 104-week periods immediately preceding the commencement of leave under the DCFMLA shall be the applicable measuring period for eligibility and for the amount of leave available, respectively. Leave under the FMLA and DCFMLA shall run concurrently.

- B. If the Employee files for medical leave on false pretext or works for another employer without preauthorization from the Company, the Employee will be removed from the CSO program and from employment with Employer.
- C. In the event of a medical condition requiring "light duty," at the Company's discretion a CSO/SSO under a physician's care may be assigned to other duties that meet the employee's applicable restriction(s).

11.4 MILITARY LEAVE

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

11.5 UNION LEAVE

Union officers or delegates will be granted an unpaid leave of absence upon written request from the local union president. Whenever possible, leave requests must be submitted to the Site Supervisor at least forty-eight (48) hours prior to the start of the leave. Time off will be for the purposes of attending union conventions, or for attending local meetings pertaining to collective bargaining or for other matters of vital interest to Local 80. The maximum number of days given for union leave is not to exceed a total of thirty (30) days per contract year for all users cumulatively. Leave for negotiation of Local 80's collective bargaining agreement will not be counted as part of the thirty (30) days.

11.6 PERSONAL LEAVE

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days of personal leave per 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following schedule (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table

START DATE (Date Employee begins working on the contract, based on an October 1 contract start date.)	RATE OF PERSONAL LEAVE ELIGIBLE TO USE	
	FULL-TIME	SHARED POSITION
October 1-31	48 hours	24 hours
November 1-30	44 hours	22 hours
December 1-31	40 hours	20 hours
January 1-31	36 hours	18 hours
February 1-29	32 hours	16 hours
March 1-31	28 hours	14 hours
April 1-30	24 hours	12 hours
May 1-31	20 hours	10 hours

June 1-30	16 hours	8 hours
Jul 1-31	12 hours	6 hours
August 1-31	8 hours	4 hours
September 1-30	4 hours	2 hour

- B. A total of one personal day (8 hours) shall be used in not less than two (2) hour increments, the remaining personal days shall be used in no less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance in writing by the Lead CSO or Lead SSO, Site Supervisor or Contract Manager.
- C. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. This additional paid leave will be paid to the employee at the end of the contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employees will be paid at their individual hourly rate for any unused, earned personal leave. Shared position employees who worked more than half the full time hours for the portion of the contract year they were employed will be paid for additional prorated personal leave based upon the number of complete calendar months worked during the contract year.
- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of illness must notify the Employer at least four (4) hours prior to the beginning of their regular shift in order to be eligible for paid personal leave benefits. Disciplinary action may result from excessive and/or unapproved absenteeism.
- G. An Employee who has used all of his personal leave and is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive workdays may be required to provide to the Company a physician's statement supporting the employee's absence.

11.7 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to four (4) paid bereavement leave days per full Government contract year for the purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent in-law, spouse, child, sibling, sibling in-law, grandparent or grandparent in-law. The Employee will notify the Lead CSO or Lead SSO, whenever possible, of the need for bereavement leave. Proof of funeral attendance may be required by the Employer. Bereavement days shall not be cumulative, nor shall they be payable if not used. Shared time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

11.8 JURY DUTY

Full-time Employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving required jury duty. In order to be paid for this benefit, Employee must (a) provide the Lead CSO or Lead SSO with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, and (b) the Employee must also submit all compensation received (service fee and mileage) signed by the Employee and made payable to the Company within five (5) days of the Employee's return to work from jury service. The Employee will be compensated for the jury service on their next paycheck. Shared time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

11.9 VOTING LEAVE

The Company and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules. The Company shall comply with all applicable laws that pertain to voting rights.

11.10 EMERGENCY LEAVE WITHOUT PAY

An Employee who has exhausted or not accrued leave may be granted up to two (2) days leave without pay per Government contract year for verifiable and substantiated personal emergencies with the approval from their site supervisor or designee. If only one (1) day was requested and approved and the Employee is unable to report to work on the second day he/she must notify the Employer, or his designee each day at least four (4) hours prior to the beginning of his/her scheduled shift.

11.11 PROHIBITION AGAINST UNION SOLICITATION

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer. Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business.

ARTICLE #12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Employees on all hours paid up to forty (40) hours per week to a maximum of 2,080 hours per contract year. The Employer shall continue the practice of paying the health and welfare

payments on an Employee's check, unless otherwise directed by the Employee in accordance with the Employee's election to participate in other fringe benefit options under this Agreement.

12.2 MINIMUM BENEFITS

The amounts set forth in Appendix A shall serve as the minimum health and welfare benefit for Employees.

12.3 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other Employee-paid fringe benefit programs made available to all Employees employed by the Company. These programs include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401 (k) plans, and any other plan mentioned in this Agreement.

12.4 UNIFORM MAINTENANCE AND SHOE ALLOWANCE

The Employer will pay the Employee the amount indicated in Appendix A for uniform maintenance allowance. A shoe allowance of \$45.00 per contract year will be paid as reimbursement for work shoe expenses each October 1. Shoe receipts will not be required.

ARTICLE #13

MISCELLANEOUS PROVISIONS

13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the Government for the use of the Employees to locate Union-provided bulletin boards that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the U.S. Government. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards. It shall be the sole responsibility of the Union to enforce this rule.

13.2 DRUG SCREENING

The Parties recognize that, given the safety sensitive positions of the Employees, and the nature of the work performed by the Company and its Employees, the use of controlled substances or alcohol on the job poses a substantial risk to the Company, the Employees, and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug free workplace, the Company has developed a Drug and Alcohol Policy. The policy is set forth in Appendix B. The Employer will distribute copies of the policy to all Employees. Any changes to the policy must be negotiated with the Union.

13.3 TRAVEL EXPENSES

The Employer will provide advance payments for approved travel expenses up-front if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to

stay overnight, and the proper per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days of the day the Employer receives the travel voucher and all required receipts.

13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the Government break rooms for Employees for breaks and lunch without management using the room as an office, and will make its best effort to have the Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

13.5 LOCKERS

- A. The Employer will make its best effort to obtain lockers from the Government for the use of the Employees. The providing of these facilities is the prerogative of the U.S. Government.
- B. The Employer will only open an Employee's personal locker provided by the Government for uniforms and personal clothing when directed to do so by the USMS or when there is approval from the Contract Manager. The Employer will attempt to do all searches in the presence of the Employee and/or a Union steward or official.
- C. The Gun Lockers and the equipment authorized to be stored in them is the exclusive property of the government and/or the Employer, therefore they may be inspected at the discretion of the government or the Employer without notice. In addition, random searches of gun lockers will be conducted on a monthly basis by the Site Supervisor or his designee. The Company will keep records of the gun lockers inspected and the date of such inspection. The Employer will attempt to do all searches in the presence of the Employee and/or a Union steward or official.

13.6 TELEPHONES

- A. Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use cell phones or other unauthorized handheld communication devices while on duty. In accordance with USMS local procedures, personal messages (name and number) of calls received in the office or control center for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable. Violations of telephone policy may result in the employee being charged for the calls and for lost time at work, as well as discipline, up to and including termination.
- B. Employees may carry cellular phones while at the work sites, but they must be kept in the off position. Cellular Phones may be turned on and used during authorized fifteen (15) minute breaks and the thirty (30) minute lunch break. Calls on cellular phones may not be made or received prior to being properly relieved from a post.

13.7 PAST PRACTICE

Except as expressly modified by this Agreement, including Article 4, or any subsequent amendment or modification, the parties shall act in a manner consistent with the policies and procedures in effect as of the effective date of this agreement.

ARTICLE #14

TESTING, TRAINING AND RE-QUALIFICATION

14.1 USMS REQUIREMENTS

To become and remain eligible to work for the Company, employees are required to successfully complete training, testing and other qualifications mandated by the federal government in its contracts with the Company.

14.2 WEAPONS PROFICIENCY

The Employer will make an effort to notify employees of the need for weapons re-qualification at least two (2) months prior to expiration of the weapons qualification. The Employer will make its best effort to schedule employees for weapons re-qualification firing at least one (1) month prior to the expiration of the weapons qualification. Employees will be given one (1) attempt to re-qualify prior to the expiration of the weapons qualification. Within seven (7) days of the first attempt, the Employee will be given two (2) more attempts to qualify. Provided, however, that if the employee fails the first attempt the employee will be placed on leave without pay until such time as he or she qualifies on the second or third attempt. Provided further, that if the Company is unable to schedule the employee for his/her second and third attempts within seven (7) days of the first attempt, the Company thereafter will pay the officer his/her regular straight time rate of pay until the attempts can be scheduled, unless the employee is responsible for the scheduling delay. At the employee's option, the second attempt shall be given on the same day as the first attempt, range time permitting. The Employer shall pay the Employees' wages, the ammunition and range costs for the first attempt. For the second and third attempts, the Employer will pay only for the ammunition and range costs. If, after the third attempt, the Employee fails to re-qualify, such action will constitute just cause for termination. If the Employee is unable to re-qualify prior to the expiration of his or her required qualification date but has not yet been given three (3) opportunities to re-qualify, the Employee shall be placed on leave without pay for a maximum period of thirty (30) calendar days. Should the employee re-qualify by the third attempt, he or she will be reinstated. If the employee does not re-qualify during this suspension period, such action will be considered a voluntary quit.

14.3 HEALTH AND FITNESS EXAMINATIONS

- A. The Employer shall pay for the pre-employment and annual physical examinations that are required by the USMS and the Employer at Employer designated clinic(s) or physicians. The Employer shall pay an Employee up to two hours for time spent taking an Employer-requested physical examination. The cost of follow-up examinations that are required by USMS for the review of a physical medical condition discovered as the result of the physical examination, or otherwise, shall be the responsibility of the Employee.

- B. Employees shall be permitted to report for a physical during work hours if an appointment is scheduled with an Employer designated clinic or physician. The Employer shall make efforts to assist with scheduling of appointments at Employer designated clinics or physicians' offices.
- C. Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The Employer recognizes the importance of keeping Employees' medical information confidential and will endeavor to maintain the confidentiality of such records in compliance with all applicable laws.

ARTICLE #15

SAFETY

15.1 OSHA STANDARDS

The Employee will report any safety violations observed or reported to the Employer in any Government provided Employee workstations and break rooms.

15.2 SAFETY POLICY

It is the policy of the Employer to provide Employees with work places and conditions of employment that are free from or protected against occupational safety and health hazards. The Employer agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

ARTICLE #16

CONTINUITY OF OPERATIONS

16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it

is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

16.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE #17

SEPARABILITY OF CONTRACT

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

ARTICLE #18

GOVERNMENT SUPREMACY

- A. The Union acknowledges that the Employer has entered into the Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Employer within the scope of the Contract. Any determination by the Government to supersede the above understandings of the parties must be in written form and in compliance with the Employer's Contract with the Government. Subject to the provisions of Article 5, Section 5.1, the Union acknowledges the Employer's obligation to comply with such directives.
- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer. Nothing in this section shall be construed to limit the right of an Employee to enforce any statutory rights he or she may be entitled to invoke
- C. Any compensation or expenses required by the Government to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.
- D. The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the judicial and government facilities. In the event a government directive necessitates a deviation from the obligations or

procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government's directive with the goal of resolving the deviation.

- E. EMERGENCY MODIFICATIONS: In the event the Government declares a national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without recourse by any employee against the Company, unless such change or modification is later determined to violate any applicable state or federal law.
- F. When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to discuss such modifications, changes or actions with the Union as soon as is reasonably possible but in no event more than 60 days following implementation, unless a national emergency or Homeland Security crisis prevents such discussions. However, such discussions will be initiated as soon as the situation safely permits. Failure of the Company to follow the process articulated in this Article will constitute a breach of this Agreement by the Company and may be grieved and arbitrated in accordance with Article 5.

ARTICLE #19

ENTIRE AGREEMENT

- A. The parties acknowledge that during the negotiations 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 reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.
- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this agreement or any of its provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.
- C. 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.

ARTICLE #20

DURATION

- A. This Agreement shall be effective upon its execution by both parties and it supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on August 31, 2010, with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written

notice to the other party of not less than sixty (60) days and not more than seventy-five (75) days prior to expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

- B. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the federal courts and other federal office buildings pursuant to its contract(s) with the USMS for security services. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.
- C. This Agreement may be amended in writing by mutual agreement of the Employer and the Union.

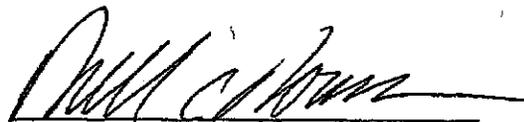
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL #80, INC.

USPROTECT CORPORATION



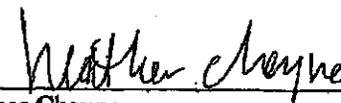
Ava Ramey
President, Local 80



Richard Norman
President

Date: June 6, 2007

Date: 6/6/07



Heather Cheyne
Vice President, Human Resources

Date: June 6, 2007

Appendix A

Economic Provisions for UGSOA LOCAL 80

Listed below are the wages and benefits for each year of this Agreement:

Effective Fiscal Year Beginning October 1:

	Current	2007	2008	2009
Base Wages				
Officers (CSO/SSO)	\$22.75	\$24.85	\$25.85	\$26.87
Uniform Allowance	\$0.14	\$0.14	\$0.14	\$0.14
Health & Welfare	\$2.97	\$3.19	\$3.32	\$3.45
Sick/Personal	6 (48 hours)	6 (48 hours)	6 (48 hours)	6 (48 hours)
Holiday	10	10	10	10
Vacation				
1 year	80 hours	80 hours	80 hours	80 hours
3 years	120 hours	120 hours	120 hours	120 hours
10 years	160 hours	160 hours	160 hours	160 hours
15 years	200 hours	200 hours	200 hours	200 hours