

## Memorandum of Understanding

The following information confirms the agreement between Inter-Con Security Systems, Inc., and the District of Washington, DC, United States Court Security Officers negotiated on August 23, 2011:

The parties acknowledge that during the negotiation which resulted in this Agreement, the parties enjoyed and exercised the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand the agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to further bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, and disciplinary procedures during the term of this Agreement.

The parties agreed to observe and be bound by all provisions and language contained in the predecessor Collective Bargaining Agreement between Inter-Con Security Systems, Inc., and the United Government Security Officers of America International Union and its Local 80 executed on September 4, 2008 and expiring on August 31, 2011. The only modifications to the predecessor Collective Bargaining Agreement are listed below:

**Amended Preamble:** This Agreement is made and entered into on August 23, 2011, by and between Inter-Con Security Systems, Inc. and its successors, hereinafter referred to as the "Employer" or "Company," and the District of Washington, DC, United States Court Security Officers, hereinafter referred to as the "Union." All non-economic provisions of this Agreement and the current economic provisions set forth in Appendix A of the predecessor CBA shall be in effect as of the date of this Agreement. Subsequent changes to the economic provisions contained in the Agreement, which are contained in Amended Article 8 below, shall become effective on October 1, 2011.

**Amended Article 8: Wages** The rate of pay for all Court/Special Security Offices in the 12<sup>th</sup> Circuit will be:

Current:	\$28.16
October 1, 2011:	\$28.51

**Amended Article 20: Duration**

- A. This Agreement shall be effective upon its execution by both parties and supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on September 30, 2012, with the understanding 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

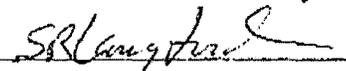
prior to expiration. In the even such notice is given, the existing Agreement may be continued by mutual written consent until a new Agreement is reached.

**Amended Appendix A: Economic Provisions for District of Washington, DC, United States Court Security Officers:**

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

Wage/Benefit	Current	October 1, 2011
CSO/SSO Base Wage	\$28.16	\$28.51
Uniform Allowance	\$0.14	\$0.14
Health and Welfare	\$3.64	\$3.70
Sick/Personal (See Table in Section 11.6)	56 Hours (Full Time)	56 Hours (Full Time)
Holiday (See Article 9)	10 Holidays (Full Time)	10 Holiday (Full Time)
Vacation – After 1 year (See Article 10)	80 hours	80 hours
Vacation – After 3 years (See Article 10)	120 hours	120 hours
Vacation – After 10 years (See Article 10)	160 hours	160 hours
Vacation – After 15 years (See Article 10)	200 hours	200 hours

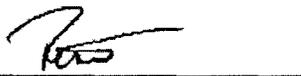
FOR: District of Washington, DC  
United States Court Security Officers

BY: 

TITLE: PRESIDENT

DATE: 9-1-11

FOR: Inter-Con Security Systems, Inc.

BY: 

TITLE: Senior Vice President

DATE: September 1, 2011

FORM NLRB-4279  
(2-88)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

RC-RM-RD

INTER-CON SECURITY SYSTEMS, INC.
Employer
And
UNITED STATES COURT SECURITY OFFICERS
Petitioner
And
UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL #80, INC.
Intervenor

TYPE OF ELECTION  
(CHECK ONE)

- CONSENT
- STIPULATED
- RD DIRECTED
- BOARD DIRECTED

(ALSO CHECK BOX BELOW  
WHEN APPROPRIATE)

8(b)(7)

CASE 5-RC-060526

**CERTIFICATION OF REPRESENTATIVE**

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

**UNITED STATES COURT SECURITY OFFICERS**

And that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit.

All full-time, regular part-time, and share-time court security officers and special security officers employed by the Employer at the federal courthouses and other United States Justice Department facilities within the jurisdictional boundaries of the 12<sup>th</sup> Federal Judicial Circuit; excluding all lead court security officers, lead specialty security officers, project managers, site supervisors, lieutenants, clerical employees, professional employees, managerial employees, and supervisors as defined in the Act.

Signed at Baltimore, MD

On the 1<sup>st</sup>

day of September

2011

/s/ Steven L. Shuster  
Acting Regional Director, Region 5  
National Labor Relations Board  
Baltimore, MD



**COLLECTIVE BARGAINING AGREEMENT**

Between

**Inter-Con Security Systems,  
Inc.**

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)**

**September 1, 2008 – August 31, 2011**

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## PREAMBLE

THIS AGREEMENT is made and entered into on September 1, 2008, by and between Inter-Con Security Systems, Inc. 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 non-economic provisions of this Agreement and the "Current" economic provisions set forth in Appendix A shall be in effect as of the date of this Agreement. The subsequent changes to the economic provisions of the Agreement shall become effective on October 1, 2008, and October 1<sup>st</sup> of each subsequent year of the Agreement as set forth in Appendix A.

## 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, DMJS-08-D-0013, 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 shall provide the Company with the names of the stewards and update the information as necessary. 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 an Employee, who is the subject of an investigation that could result in disciplinary action, requests a Steward to be present during a disciplinary or investigatory process, the Company will allow the Steward to be present. If the Steward or other Union Official is not available, the meeting will be delayed for up to one (1) business day. If the Employer uses an alternative medium such as video or audio to conduct formal discussions with Employees, the Union shall be given the opportunity to be present. The Company recognizes the right of the Union to investigate grievances and interview Employees before

and/or after work time and during breaks. 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. The Company will not be responsible for paying the steward for time spent in this regard.

### 1.3 MANAGERS AND SUPERVISORY 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. If a grievance arises over the assignment of overtime to managers and Site Supervisors pursuant to this section, the Company shall furnish the Union with overtime assignment records in order to investigate and process the grievance.
- C. Assignments for work will first go to the members of the bargaining unit, as defined in Article 1, Section 1.1(A). Pursuant to the Employer's contract with the US Marshals Service, an LCSO/LSSO may be scheduled to perform bargaining unit work only when an LCSO/LSSO is assigned a post on the daily work schedule 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. If a grievance arises over the assignment of overtime pursuant to this section, the Company shall furnish the Union with the overtime records in order to investigate and process the grievance. 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/LSSOs.

- 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. If a grievance arises over the assignment of a lead position to a CSO/SSO pursuant to this section, the Company shall furnish the Union with the assignment records in order to investigate and process the grievance.

#### 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. Members of the Union who do not authorize the deduction of their dues from their paycheck must pay their dues directly to the Union.

##### 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 not paid via check off card must be paid directly to the Union. If paid through a payroll deduction, 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 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 Sections 1.4.1 and 1.4.2, 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, 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.

All employees must ensure that their financial obligations, including the payment of Union dues or Service fees as required by this Article, are met as prescribed by the US Marshal Service CSO Performance Standards. A judgment may be obtained against the CSO/SSO for non-payment of monthly dues or service fees.

#### 1.4.4 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 seven (7) calendar days 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 all Employer issued uniforms issued within the current year, with the exception of 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 all Government equipment issued by Inter-Con Security to the Company 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 120-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. For purposes of building seniority, all annexes of Superior Court shall be considered one building. 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 job openings, shifts, days off, leave, 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 and leaves. 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

The Company shall provide a Seniority List (showing Unit Seniority and Building Seniority) to the Union President on October 1<sup>st</sup> of each year. At the same time, the Employer shall post the Seniority List in each building. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Contract Manager, no later than thirty (30) calendar days after the list has been posted by the Employer. The Company will notify the Union President of all new hires and permanent personnel changes within five (5) business days. Such notice may be by e-mail.

## 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on a Company provided form, of their proper mailing address, e-mail address, and telephone and cell phone numbers or of any change of name, mailing address, e-mail address or telephone and cell phone numbers. 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 weeks 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.

## 2.6 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a one hundred twenty (120) 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.

## 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 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;

6. The Employee fails to return to work upon expiration of a leave of absence
7. 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 3.3

## 2.8. REINSTATEMENT OF SENIORITY

The seniority of an Employee will be reinstated for the following reasons:

1. An Employee returned to work after overturning a medical disqualification shall regain their seniority back to the original date of hire.
2. An Employee returned to work after overturning a discipline termination shall regain their seniority back to original date of hire.

## 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 3.4 (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 unless the recall is to a CSO position in which case the most senior CSO laid off shall be recalled. The Company will notify the Union, in writing, of all layoffs and recalls.

### 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 the Employer's policies 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 posted in the building where the vacancy exists 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. After the four (4) day posting period in the building where the vacancy exists, the vacancy will be posted circuit-wide. The Employer will select the Lead from all CSOs/SSOs who have submitted a written request to be considered for the position within a reasonable time. 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. 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.

#### 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 the qualifications of an employee to perform work and select and determine supervisory employees;
  7. Determine the processes, techniques, methods and means by which services are provided.
- 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. If the Union fails to pursue a grievance to the next step within the time period allotted, the grievance will be deemed withdrawn provided the Union President has received timely notice of the Employer's response at each step. Notice to the Union President may be by e-mail. 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 Contract Manager 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 designated Company Vice President or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The designated Vice President 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 Discharge - Any grievance involving discharge may be commenced at Step One of this procedure. Written grievances shall be presented to the Site Supervisor or his/her designee within ten (10) days after the discharge.

### 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 Company's Director of Labor Relations 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 American Arbitration Association (AAA), Joint Arbitration Mediation Service (JAMS) or 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 AAA, JAMS or FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. The toss of a coin will determine whether the Union or the Company strikes off the first name.
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. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision, the losing side shall be liable for attorneys' fees and court costs.

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 Step One 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 through the invocation of the procedures of Section 5.2 beginning with Step Two of the grievance procedure. If the matter is not resolved within that time period, the Union may then invoke the arbitration procedures of Section 5.3.

### 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 of up to five (5) 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 Employee with a written statement setting forth the grounds for any disciplinary action. The written statement shall include a notice to the Employee that he/she may authorize release of the statement by the Employer to the Union and provide a box for the Employee to check indicating whether such release is granted or denied. If the Employee grants release of the written statement of disciplinary action, the Employer shall provide a copy of the written statement to the Union President within 24 hours. The Employee will have the right to submit a written response to the Employer's statement. The Company has compiled various policies and procedures into an Employee Handbook for employees working at USMS facilities. The Handbook is a reference tool for employees on such policies and procedures. Copies of the Handbook will be distributed to Employees and a copy will be provided to the Union President. This collective bargaining agreement, however, governs the terms and conditions of employment for employees in the Local 80 bargaining unit and in the event of any difference between the terms of the Employee Handbook and this Agreement, the terms of this Agreement shall govern. If the Handbook refers to any subject that constitutes a mandatory subject of bargaining that is not already covered by this Agreement, that portion of the Handbook will not apply to the Local 80 bargaining unit absent bargaining and agreement with the Union. Moreover, the Company retains the right to enforce USMS CSO/SSO performance standards, USMS Rules and Regulations, and Post Orders with disciplinary action up to and including termination. CSO/SSO Standards of Conduct that are Company work rules shall not be changed without first discussing such changes with the Union.
- E. Information related to discipline 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 written statement shall include a notice to the Employee that he/she may authorize release of the statement by the Employer to the Union and provide a box for the Employee to check indicating whether such release is granted or denied. If the Employee grants release of the

written statement of disciplinary action, the Employer shall provide a copy of the written statement to the Union President within 24 hours.

- 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 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 provided to or discussed with another employer in response to a request for a 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 unemployment compensation for the duration of such administrative suspension. Nothing in this section shall limit the right of the Employer to oppose such application. In addition, the 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 Employer's 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, vacation 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 are absent without approved leave may be subject to discipline. Exceptions may be granted for verifiable emergencies.

## 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.

#### 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 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 12<sup>th</sup> Circuit.
- D. If the open work schedules cannot be filled on a voluntary basis in accordance with Section 7.3.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.
- E. The Employer shall maintain overtime rotation seniority lists in order to fairly distribute voluntary and involuntary overtime. Each time the use of voluntary overtime is required, the Employer, pursuant to Section 7.3.C, shall ask for volunteers in order of seniority according to the applicable overtime rotation list. If an officer declines the overtime, the Employer

shall ask the next officer on the overtime rotation list and so on until the applicable overtime rotation lists are exhausted or the overtime assignments are filled. The next time there is an overtime assignment, the Employer shall begin asking for volunteers with the officer on the applicable shift overtime rotation list whose name appears after the last officer to refuse to accept the voluntary overtime assignment and proceed from that point, in order, asking for volunteers. Each time the use of reverse seniority is required to fill an overtime assignment, pursuant to Section 7.3.D, the Employer shall begin with the officer on the applicable shift overtime rotation list whose name appears before the last officer to be involuntarily assigned and who worked the overtime and proceed in reverse seniority from that point. Overtime rotation lists will be made available to the Union upon a request made to the Employer to enable the Union to investigate complaints of improper overtime assignments.

#### 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/LUNCH PERIOD

A. 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. If an employee is required to work through the rest period, he or she must complete a missed break form and submit the form to the Site Supervisor through the established chain of command.

B. 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. If an employee is required to work through the unpaid lunch break, he or she must complete a missed break form and submit the form to the Site Supervisor through the established chain of command.

#### 7.7 CALL IN PAY

An employee who reports to work as requested will be guaranteed a minimum of four (4) hours of work or pay. If the employee's presence is no longer required and the employee elects to depart, he/she will only be compensated for the actual time he/she worked.

#### 7.8 SCHEDULING

- A. Seven-day work schedules will be posted two (2) weeks in advance. 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 7.3 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 without notifying the Company may be subject to discipline up to and including termination. 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 after forty (40) hours except that if the change in schedule results in the employee not being able to work his or her next regular shift, the employee shall not have his or her work schedule changed to avoid the payment of overtime.

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 1, 2008	\$26.04
October 1, 2009	\$27.08
October 1, 2010	\$28.16

## 8.2 PAYDAY

Payday for all Employees will be no later than 1200 hours on the Saturday following the two (2) week pay period ending on the previous Saturday. However, the Company will make every effort to distribute paychecks by 1800 hours on Friday of every other week for work performed during the previous pay period. Acts, natural or manmade, out of the control of the Company, will relieve the Company of this requirement. During such situations, the Company will make every effort to pay the Employees at the earliest possible time.

## 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's compensation rate of pay, proper adjustment will be made in the next paycheck after the error has been submitted in writing on the Company's form. Any error involving eight (8) hours of pay or more will be corrected and paid within three (3) business days unless the error was caused by the Employee. Errors caused by the Employee will be corrected on the paycheck following the next full pay period after the error has been brought to the attention of the Company. Neither the Company nor the Employee will be allowed to go back more than twenty-four (24) months to audit, adjust, or correct undisputed errors involving vacation pay, sick/personal leave pay, or salary issues.

## 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. When a CSO/SSO is appointed as a substitute/Acting Lead, he/she must sign out on the Sign In /Sign Out Sheet as a CSO/SSO and sign in as the substitute/Acting Lead. 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

Any day designated by the President of the United States as a new permanent National Holiday.

9.2 HOLIDAY SCHEDULING

- A. The work schedule list for the holidays listed in Section 9.1 will be posted in each building during the first week of October for the next calendar year. The list will remain available for seven (7) days for volunteers within the building to sign-up to work the holiday(s) and then taken down. Following the initial seven (7) day posting period, any remaining holiday work schedule openings will be posted in all other buildings for an additional seven (7) days for qualified officers in the rest of the bargaining unit to voluntarily sign-up to fill the remaining openings.
- B. Should work schedules remain available after volunteers have been assigned, reverse order seniority in each building shall be utilized to fill the remaining work schedules starting with the first holiday in which an opening remains, except that officers who volunteer to work Thanksgiving or Christmas shall be the last officers to be involuntarily assigned to work another holiday. 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 Site Supervisors will post the final holiday schedules for the next calendar year during the first week of November and supply a copy to the President of Local 80. Employees who have volunteered may not reject assignments after the final holiday schedules have been posted. During the course of the calendar year, if an employee transfers, resigns or is terminated for any reason, the employee replacing him/her will assume the former employee's holiday work schedule for the current calendar year. After the holiday work schedules are posted, an employee's request to allow another qualified employee to substitute for him/her will be considered and approved by the Site Supervisor up to five (5) days prior to the holiday the employee is scheduled to work. The request must be submitted on the Employer's form and will require the signature of both employees; the employee relinquishing his/her holiday work schedule and the employee accepting the schedule. The schedule change will not be considered complete until approved by the Site Supervisor or Contract Manager. Once the schedule change is approved, the employee designated on the

form as agreeing to work the holiday assumes all responsibility of the shift assigned and is expected to work as scheduled.

### 9.3 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 and may be subject to discipline.
- 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 predecessor companies having contracts with the USMS to provide security services in the 12<sup>th</sup> Circuit, shall be entitled to annual vacation pay as follows:

The period of March 14, 2008 to March 13, 2009 will serve as a transition period for the accrual method stated below. During this period all full time employees will accrue the maximum vacation entitlement due based on their continuous length of service as follows:

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

On all employee date of hire anniversaries on or after March 14, 2009, employees who are paid 2080 straight time hours during the twelve (12) month period between their date of hire anniversary dates will accrue the maximum vacation entitlements listed above for the following year calculated at the rates set forth below:

Employees employed for 1 year by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 12<sup>th</sup> Circuit, shall earn paid vacation entitlements at the rate of 0.038461538 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 80 hours per year.

Employees employed for 3 years by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 12<sup>th</sup> Circuit, shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

Employees employed for 10 years by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 12<sup>th</sup> Circuit, shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 15 years by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 12<sup>th</sup> Circuit, shall begin earning paid vacation entitlements at the rate of 0.096153846 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 200 hours per year.

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 predecessor companies having contracts with the USMS for security services in the 12<sup>th</sup> Circuit. Vacation leave shall not vest and employees shall not be entitled to vacation under the above schedules 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. 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. The period of March 14, 2008 to March 13, 2009 will serve as a transition period for the accrual method stated below. During this period all eligible shared position employees who work a regular halftime schedule shall be entitled to one-half the vacation benefit full time employees will accrue during this transition period based on their continuous length of service. During this transition period, 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.
- B. On all shared position employee date of hire anniversaries on or after March 14, 2009, the shared position employees will accrue vacation entitlements during the twelve (12) month period between their date of hire anniversary dates for the following year calculated at the rates set forth below:

Employees employed for 1 year by the Company shall earn paid vacation entitlements at the rate of 0.038461538 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 80 hours per year.

Employees employed for 3 years by the Company shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

Employees employed for 10 years by the Company shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 15 years by the Company shall begin earning paid vacation entitlements at the rate of 0.096153846 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 200 hours per year.

## 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 benefits from the rest and relaxation of vacation.
- B. 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 1<sup>st</sup> of each year indicating his or her first, second and third choice for desired vacation periods, if any. The Employer will recognize building seniority when scheduling Employees for vacation in accordance with Section 2.1. The Employer will post the final vacation schedule within ten (10) business days after March 1<sup>st</sup> of the current year. If an employee fails to make a request in writing prior to March 1<sup>st</sup>, seniority will not be applicable to displace anyone who made their request in a timely manner. The employee must complete the Employer's Leave Request Form, indicating his or her 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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. 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. Any earned but unused vacation time remaining at the end of a year of service (based on the Employee's anniversary date of employment) shall be paid to the Employee in the next full pay period following the anniversary.

#### 10.6 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).

#### 10.7 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

Unpaid personal leaves may be granted at the discretion of the Employer. 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, on the Company provided form, to the Site Supervisor at least ten (10) working days, 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. The Company will respond to the request, in writing, within one (1) week. In an emergency situation,

Employees must call in within twenty-four (24) hours or the absence will be considered a no-call/no-show.

- B. The written request for leave of absence shall be submitted to the Contract Manager, by the Site Supervisor for final approval. A copy of the approved or disapproved leave of absence will be given to the Employee involved.
- C. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within five (5) working days prior to the expiration of the leave of absence. Extensions, if granted shall total more than thirty (30) days. Seniority shall accumulate during the period of any approved leave of absence.

## 11.2 LIMITATIONS

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 unless staffing needs cannot otherwise be met. 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 seven (7) 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	56 hours	28 hours
November 1-30	52 hours	26 hours
December 1-31	48 hours	24 hours
January 1-31	44 hours	22 hours
February 1-29	40 hours	20 hours
March 1-31	36 hours	18 hours
April 1-30	32 hours	16 hours
May 1-31	28 hours	14 hours
June 1-30	24 hours	12 hours
Jul 1-31	20 hours	10 hours
August 1-31	16 hours	8 hours
September 1-30	8 hours	4 hours

- B. Personal days shall be used in no less than four (4) hour increments and shall be taken by the Employee as approved in advance in writing by the Lead CSO or Lead SSO, Site Supervisor or Contract Manager and paid during the next pay cycle.
- 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 shall have their personal leave for the year recalculated on a pro rata basis and will be paid for unused personal leave based upon the number of hours worked during the contract year. 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 leave based upon the number of hours worked during the contract year. If, at the time of termination of employment, an Employee has taken personal leave in excess of the pro rata amount of leave, the Employer shall have the right to deduct from any amounts owing to the Employee or otherwise recover from the Employee that portion of personal leave previously paid which is in excess of the pro rata portion of personal leave to which the Employee is entitled to receive.
- F. Personal leave (and up to forty (40) hours of vacation leave) 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 two (2) 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 three (3) paid bereavement leave days per full Government contract year for the purposes of attending, on a day normally scheduled to work, the wake or other pre-funeral ritual and 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. Any fees (service fee and mileage) tendered to the employee shall be delivered to the company. Proof of days served on jury duty must be provided to the Company to receive payment. Shared time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

If an employee is called by subpoena as a witness to any CSO/SSO work related court proceeding, then he / she shall be entitled to leave with pay from regular scheduled hours of work for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the company. Shared time 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 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 shall remit the health and welfare benefits as a cash equivalent on the Employee's paycheck, unless otherwise directed by the Employee in accordance with the Employee's election to participate in the Employer's group health, dental, life and other mutually agreed upon insurance programs or the Employer's 401(k) plans, or any other plan designated by the Employer as a fringe benefit program available to Employees.

### 12.4 UNIFORM MAINTENANCE

The Employer will pay the Employee the amount indicated in Appendix A for uniform maintenance allowance. Employees will be responsible for purchasing their own uniform footwear. The Employer will provide Employees with the rest of the uniform clothing.

## 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 in the next full pay period following the submission of the travel voucher and all required receipts to the Employer.

#### 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 and other communication devices while at the work sites, but they must be kept in the off position and out of view. Cellular phones and other communication devices 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 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. If the examination is going to take longer than two (2) hours, the Employee shall notify his or her supervisor.

- 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 Employer and the Employees will report any safety issues or violations observed on USMS Court Facility Incident Report (CSO Form 003).

#### 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. In the event the Employer or the Government establishes a Safety Committee, the Employer, with the consent of the Government, agrees to permit one (1) bargaining unit member selected by the Union to participate in such 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 from 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 required by the Government to be borne by the Employer shall be borne by the Employer. Any compensation currently required to be borne by the Employer, but subsequently no longer mandated by the Government, may be terminated by the Employer. The Employer shall notify the Union of the termination and allow the Union to meet and confer with the Employer over the effects of such termination.
- 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 reached 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 and disciplinary actions 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, 2011, 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.

INTER-CON SECURITY SYSTEMS INC.

Ava Ramsey  
Ava Ramsey  
President  
Date: 9-4-08

Christine Barrows  
Christine Barrows  
Date: 9/4/08  
John Harake  
John Harake  
Date: 9/4/08

**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	2008	2009	2010
Base Wages				
Officers (CSO/SSO)	\$24.85	\$26.04	\$27.08	\$28.16
Uniform Allowance	\$0.14	\$0.14	\$0.14	\$0.14
Health & Welfare	\$3.19	\$3.32	\$3.48	\$3.64
Sick/Personal	7 (56 hours)	7 (56 hours)	7 (56 hours)	7 (56 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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

*Unless otherwise noted this policy applies to all States and countries in which the Company conducts business. Variations in this policy will occur whenever necessary to comply with applicable state/other laws.*

*(Drug screening methodology shall conform to the U.S. Department of Health and Human Services (DHHS) "mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: [www.health.org/workplace](http://www.health.org/workplace) or at <http://www.wmcare.samsha.gov>. Employees must, as a condition of employment at INTER-CON SECURITY SYSTEMS, Inc., abide by the terms of this policy and must notify the company in writing of any arrest and/or conviction of a violation of a criminal drug statute immediately upon arrest and/or conviction.)*

No employee or other personnel may use, possess, transfer, distribute, manufacture or sell alcohol or any illegal drug while on Company property or any of its customers' premises, while on duty, while on on-call status, or while operating a vehicle or potentially dangerous equipment that is owned or leased by the Company, this policy applies to breaks and lunch periods, whether on or off site. In addition, no employee may report for work, or go and/or remain on duty or on-call status, while under the influence of or impaired by an "illegal drug" or alcohol.

For purposes of this policy, a drug will be considered an "illegal drug" (see definitions) if its use is prohibited or restricted by law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

#### PROCEDURE

##### Applicant Drug Testing

All qualified applicants for positions with the Company will undergo drug screening as a condition of employment in accordance with DHHS Guidelines. All offers of employment with the Company will be contingent upon successfully passing a drug screening. Any applicant with a positive drug test result will be denied employment. Any applicant denied employment due to a positive test may reapply after six months, and upon re-application, must present documentation acceptable to the Company of substance abuse evaluation and rehabilitation.

The applicant will be required to complete the drug test at a facility designated by the Company within one-business day of being requested to do so. Refusal to submit to the test will result in denial and/or termination of employment.

The Company will not discriminate against applicants for employment because of a past history of drug or alcohol abuse. However, a positive drug test is considered evidence of illegal drug use, and will result in denial of employment. If a contract requires Government-issued security clearances, there may be specific criteria that INTER-CON SECURITY SYSTEMS must comply with; as such, those standards govern the acceptability of performing work on said contract.

##### Reasonable Suspicion Testing

All employees are subject to drug and alcohol testing when there is reason to believe that the employee is using or has used drugs or alcohol in violation of this policy. Such belief must be drawn from specific objective and facts and reasonable inferences may be based upon, but not limited to, the following:

1. Observations of the employee's behavior, conduct, appearance or scent that are reasonably associated with drug or alcohol use. The observation must be made and documented in writing by a supervisor or manager and confirmed by the HR Office or Director Level Managers, prior to requiring a drug test for cause.

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2. A report of on-duty use of alcohol or drugs by a reliable and credible source.
3. Evidence that an employee has used, possessed, sold, solicited or transferred drugs or alcohol while on duty, while on Company property or while operating the company's vehicles or equipment.

Any employee who is reasonably suspected to have drugs or alcohol in his/her system will be considered unfit for duty. The supervisor or manager, after consultation with appropriate company personnel, will consult with the employee privately, or if requested by the employee, in the company of a union steward, and will inform him/her of the requirement to undergo testing. The employee will be administered either a drug or alcohol test, or both a drug and alcohol test, at a Company authorized clinic or testing facility. If a urine sample is required, it will be sent to an approved testing facility by the supervisor or manager. The employee will not be allowed to return to work until the test results are received. Transportation home will be arranged for the employee as necessary. If the employee refuses the offer for transportation and insists on operating a motor vehicle, the company will take all reasonable steps to protect the employee's safety and the safety of others.

#### Random Testing

All Employees are subject to periodic, unannounced drug testing while on duty. The selection process will be conducted by the Inter-Con Security Human Resources Department using a random selection method. Random testing will occur throughout the year, and at any time during an employee's duty period. Employees may be randomly selected more than once during the year, or they may not be selected at all during the year.

Randomly selected employees will be notified by a supervisor or manager of their selection. Once notified, the employee is required to cease work and report immediately for drug testing. Failure to report in a timely manner may be considered a refusal to test.

#### Return to Duty and Follow-Up Testing

Any employee who returns to work following treatment for drug abuse must undergo drug testing prior to resuming his/her duties. The employee must have a negative result on each test. In addition, any employee returning to work following drug abuse treatment may be subject to periodic, unannounced drug testing for up to two years after return to duty.

#### Drug Testing Procedures

The company will conduct drug testing as prescribed methods below.

1. Drug Testing will be conducted at an approved clinic and according to all legal protocols. Employees' privacy, dignity and confidentiality will be protected in the specimen collection process. The Company will ensure that the employee's specimen is collected using standard procedures approved by DHHS. Employees will not be required to provide information about medications or medical conditions at the time of the specimen collection.

Drug testing specimens will be analyzed at a DHHS certified drug-testing laboratory. Specimens will be tested for Federal Controlled Substance Act Schedule I-V drugs, which consist of Marijuana, Cocaine, PCP, Opiates, and Amphetamines. All specimens will be tested at the laboratory using cut-off levels established by DHHS or the laboratory's workplace drug testing protocols. The laboratory

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may also conduct testing to detect specimens that may be adulterated or substituted. The specimens will undergo an initial screening analysis at the laboratory. If drugs are detected in the specimen, a second analysis using confirmation technology is conducted. Only specimens testing positive for drugs on both the screening and the confirmation analysis are reported positive. The laboratory will retain all documents on positive tests for at least one year. All positive specimens will be retained in secure frozen storage at the laboratory for at least one year after the reporting of the result to the Medical Review Officer (MRO).

All laboratory test results are reported to MRO. If the test result is reported as positive, the MRO will contact the employee. The employee will be given the opportunity to discuss the test result with the MRO. If the employee presents documentation acceptable to the MRO of authorized medical use of the drug(s) detected in the specimen, the MRO will declare the test negative. The MRO will accept only valid prescriptions and documentation of drugs used in medical treatment. Use of drugs obtained outside the U.S., use of medications prescribed to family members or friends, use of food products containing drugs (including hemp products), and use of marijuana, heroin, or other Schedule I drugs for health or medicinal purposes, cannot be accepted by the MRO as a legitimate medical explanation of a positive result. The employee's interview with the MRO is confidential, and medical information other than the test result determination will not be shared with the employer or any other party, except where required by law, a court of jurisdiction, or where the MRO believes the information provided affects the safety of the workplace or the public.

#### **Alcohol Testing Procedures**

Employees required to take an alcohol test may be required to provide a breath specimen for alcohol screening. Procedures used for testing the breath sample will be consistent with those approved by DHHS. If the employee's result on the alcohol-screening test shows an alcohol concentration of 0.04 or greater, a confirmation test must be conducted. Alcohol test results will be reported to the company by the technician or laboratory.

#### **Confidentiality of Test Results**

Employee test results will be confidential. Test results will be provided only to a HIPAA Office. Test results will not be part of the employee's medical or personnel record. A written release form signed by the employee is required for release of test results to anyone other than the MRO or the Company. If the employee initiates any administrative or legal challenge to actions taken based on the test result, the company may release test result information to the decision maker in the administrative hearing or legal proceedings.

#### **Consequences of the Violation of the Policy**

Any employee who engages in conduct prohibited in this policy will be subject to disciplinary actions, up to and including termination of employment with the company. Any employee who is convicted of a violation of a criminal drug statute occurring in the workplace, who uses alcohol or drugs while on duty, or who refuses to test (including adulterating a urine specimen), will be terminated.

#### **Right To Appeal or Contest Test Results**

Any employee who disagrees with his/her test result reconfirmation and review of the result by the Medical Review Officer. The MRO shall authorize a re-analysis of the urine or swab specimen maintained in secure storage at the laboratory. Any re-analysis of the specimen shall be at the employee's expense. The MRO is not authorized to review or consider test results of a urine, blood or breath specimen obtained after the test in question. At the employee's request, The MRO shall review the alcohol test results, including the test result documentation, quality control data, and

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technician qualifications. The employee is entitled to a copy of any positive test result. If the employee requests additional data or information concerning his test result, he/she must submit the request in writing to the MRO. The employee is responsible for all costs associated with obtaining the additional information requested.

Certain employees in "safety sensitive" jobs or specific contract positions may be required to submit to random drug testing for pre-employment, post-accident and reasonable suspicion. If you hold such a job, you will be notified in writing if you are subject to random drug testing. The specific type of substances to be tested for may be determined by the specifics of a contract.

All employees shall notify Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Company will notify its contracting agency within ten (10) days after receiving notice of the conviction of a drug violation occurring in the workplace.

#### DEFINITIONS

- (a) Drug and Alcohol Free Workplace means a site for the performance of direct or indirect work done in connection with a specific contract at which personnel of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of intoxicants or illegal or controlled substances, paraphernalia or alcohol.
- (b) Controlled Substance (also referred to in this policy as "illegal drug") has the same meaning given such term in Section 102(6) of the Controlled Substances Act, 21 U.S.C. 802(6) and includes all of those drugs or substances included in Schedules I through V of Section 202 of the Act 21 U.S.C. 812 and as further defined at 21 CFR 1308.11 - 1308.15. Lists of controlled substances are available from your supervisor.
- (c) Conviction means finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with responsibility to determine violations of Federal or State criminal drug statutes.
- (d) Alcohol. Any ethanol containing beverage or any isopropanol or methanol ingested to cause a positive breath or blood alcohol test.
- (e) Illegal drug (drugs). Any Schedule I-V drug used or others under consideration by the National Institutes of Health, possessed, sold, or detected in an individual's urine or saliva sample without valid prescription (or authorization) from a licensed medical practitioner.
- (f) Medical Review Officer. A licensed medical doctor or doctor of osteopathy who has expertise in drug interpretation and drug pharmacology and is designated by the company to review and verify test results.
- (g) Positive drug test. A drug test verified by the Medical Review Officer as evidence of illegal drug use.
- (h) Positive alcohol test. A breath or blood alcohol test result of 0.04 or greater alcohol concentration.
- (i) Prescription drugs. Any Schedule I-V drug authorized or prescribed by a physician or other licensed medical practitioner. Authorization or recommendations for use of Schedule I drugs such as marijuana or heroin are illegal under Federal law, and therefore not legally prescribed medications.
- (j) Refusal to test. Refusing to submit to a drug or alcohol test as required, refusal to report for the test in a timely manner, adulterating or substituting the urine or saliva specimen, or otherwise failing to cooperate with the testing process.

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#### **AUTHORIZED USE AND POSSESSION**

The legal use of drugs prescribed by a physician and over-the-counter medications are permitted. However, all personnel should be aware of the potential side effects of these drugs and advise their supervisor when those side effects could influence their ability to perform safely and effectively the duties of their jobs.

#### **PROCEDURES**

- (a) **DRUG AND ALCOHOL FREE AWARENESS PROGRAM** – The Company has established a drug and alcohol free awareness program to inform and educate all employees about: the dangers of workplace drug and alcohol abuse; and the Company's policy of maintaining a drug and alcohol free workplace.
- (b) **SUPERVISOR TRAINING** – The Company maintains an active training program for its supervisors regarding this policy. Managers are prepared to help all employees requesting information and to assist in identifying treatment resources.
- (c) **REFERRALS FOR VOLUNTARY REHABILITATION TREATMENT INFORMATION** - The Company will reasonably accommodate and will grant unpaid leave to any employee who wishes to voluntarily enter and participate in a drug or alcohol rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the Company. The Company will make all reasonable efforts to safeguard the privacy of the employee and his/her participation in an alcohol or drug rehabilitation program. The employee may use accrued vacation time and/or sick leave during the absence. Whether the employee can be granted a leave of absence and, if so, for how long will depend upon the particular job that the employee holds and the legitimate business need of the company or customer. However, the Company will make all reasonable efforts to accommodate the employee.

A request by an employee to enter a drug or alcohol rehabilitation program after a violation of this policy by the employee will be considered when determining the appropriate corrective action, which could include termination. It is incumbent upon any employee with a drug or alcohol problem to seek the assistance of a rehabilitation program. Failure to follow prescribed rehabilitation treatment or to improve work performance to an acceptable level will be justification for termination of employment on the same basis as any other employee whose work performance is unsatisfactory.