

Collective Bargaining Agreement

Between

Inter-Con Security Systems, Inc.

And

**Court Security Officers of the
District of Southern Mississippi**

October 1, 2011 – September 30, 2012

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PREAMBLE

The agreement is by and between Inter-Con Security Systems, Inc. (the Company), and Court Security Officers of the District of Southern Mississippi. The agreement covers applicable Court Security Officers of the District of Southern Mississippi represented CBU members employed in support of contract number DMJS-08-D-0013 between Inter-Con Security Systems, Inc. and the United States Marshal Service. This agreement is effective on October 1, 2011.

DEFINITIONS SECTION

Agreement: This Collective Bargaining Agreement (CBA).

Agreement Year: A one-year period from October 1 to the following September 30 in each of the years covered by this agreement.

Business Day(s): Monday through Friday excluding holidays.

Collective Bargaining Unit (CBU): Senior Lead Court Security Officers, Lead Court Security Officers, Court Security Officers, and Special Security Officers assigned to work Contract # DMJS-08-D-0013 between the United States Marshal Service and Inter-Con Security Systems, Inc.

Company: Inter-Con Security Systems, Inc.

Contract: Contract # DMJS-08-D-0013 between Inter-Con Security Systems, Inc and the United States Marshal Service to provide security operations in the designated circuits.

Court Security Officer: An employee qualified and trained to perform security services under the United States Marshal Service contract.

Date of Hire: The first day of earnings from staffing a post on the contract.

Disciplinary Action: Any suspension, termination, written reprimand, memorandum, and/or verbal counseling.

Grievance: An action filed by the Union or an Employee concerning the application, interpretation, or violation of a portion of the Collective Bargaining Agreement.

Holidays: Those days specifically designated in the Article 10.

Initiation Fee: A prescribed amount of money to be paid one time by new Union members.

Lead Court Security Officer: An employee qualified and trained to perform lead security services under the United States Marshal Service contract.

Overtime: Wages paid at the rate of one and a half (1 ½) times the Employee's regular rate for all hours worked in excess of forty (40) hours per workweek.

Probationary Employee: An Employee with six (6) months or less of employment from the date of hire, or less than six (6) months in a new classification with Inter-Con Security Systems, Inc.

Regular Hours: All hours worked and paid at the regular rate of pay, up to 40 hours per week, while staffing an authorized billable post.

Senior Lead Court Security Officer: An employee qualified and trained to perform senior lead security services under the United States Marshal Service contract.

Service Fee: A prescribed amount of money to be paid by non-Union members on a monthly basis.

Special Security Officer: An employee qualified and trained to perform special security services under the United States Marshal Service contract.

Steward: An elected or appointed Union official representing Union members.

Straight Time hours: Straight time hours include regular hours worked, vacation actually taken, holidays, personal/sick leave taken, bereavement leave, and training. Straight time hours do not include hours paid at overtime and double time rates.

Union: Court Security Officers of the District of Southern Mississippi.

Union Dues: A prescribed amount of money to be paid by Union members on a monthly basis.

Union Seniority: Length of time of service measured from the date of hire of an Employee and established by the Union.

Unit Seniority: Length of time of service measured from the date an Employee begins working within the Local.

Work Day: Any day, Sunday through Saturday, including holidays, which an Employee may be required to work.

Worksite: The actual facility in which the work activities are performed. The Employer will designate worksite locations in conjunction with the USMS contract.

Worksite Seniority: Length of time of service measured from the date an Employee begins working at a specific worksite.

MISSION STATEMENT

COURT SECURITY OFFICER MISSION

Ensure the safety of US Federal Courts, Government facilities, employees, and visitors against unauthorized, illegal and potentially life-threatening activities.

CSO GOAL AND VISION

To conduct ourselves in a manner as to bring credit upon the Court Security Officer and Special Security Officer program, the United States Marshal Service, Court Security Officers of the District of Southern Mississippi, and Inter-Con Security System, Inc. at all times.

To conduct ourselves in a professional and courteous manner.

To be alert to all security procedures and incidents and take the appropriate steps necessary to resolve each situation.

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 NEGOTIATING COMMITTEE

A. The Company agrees to recognize a Negotiating Committee composed of two members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations. The Union agrees to provide the Company with one week of advance notice of any meetings unless there is a requirement for an emergency negotiating meeting.

B. With the approval of the member's supervisor and without incurring un-billable overtime, negotiating committee members who are scheduled to work during bargaining sessions may be granted unpaid leave, subject to the operational needs of the Company. Employees may use vacation or holiday time in accordance with the Employer's policy to cover time spent in negotiations.

SECTION 1.2 STEWARD SYSTEM

A. The Company agrees to recognize a Union Steward system. The Union agrees that Stewards will not conduct Union business while on duty.

B. If an Employee, who is the subject of the 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 the Employees, the Union shall be given the opportunity to be present.

For the purpose of this section and to allow for immediate resolution, a Steward or Union Official is not required during the investigation of an immediate security incident.

C. The Union will provide Stewards and alternate Stewards for all locations with five or more CBU members. The list will consist of Steward's name, location, phone number, and email address. Stewards will not be recognized without prior notification from the Union. Any changes made in the Steward list will be provided, by the Union to the Company in writing within 48 hours of such change.

SECTION 1.3 MANAGERS AND SALARIED PERSONNEL

With the exception of emergencies and unavailability of CBU members, managerial and salaried employees of the Company shall not perform the duties of the members of the CBU.

SECTION 1.4 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
 - 1. Become a member of the Union and remain a member
 - or
 - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law. All employees regularly employed at any federal enclave who are not members of the Union shall pay the Union a service fee. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorneys' fees incurred by the Employer,

on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.5 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis (on the first pay date of each month) from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. 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 the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seven (7) business days from the date that the deduction was made. The Union agrees to furnish the Company with the current routing number for electronic wire transfer. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are sent to the Union. Errors made by the Company in the deduction or remittance of monies 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.
- C. The Union will pay the Company \$10.00 per employee for each agreement year to cover the cost of the Administration of this service. For the purpose of this section more than four (4) months constitutes an agreement year.

SECTION 1.6 AGENCY SHOP

All Employees regularly employed who are not members of the Union shall pay the Union service fee. Nonmembers will be provided a copy of the Union's procedures for filing fair share objections. Service fee payments will occur in conjunction with Union Dues payments. All administrative processes stated in Section 1.5 (A), (B), and (C) shall apply to Union Service fees as they do Union dues.

SECTION 1.7 RELIGIOUS EXEMPTION

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, shall be allowed to make payments in amounts equal to the service fee required above, to a tax exempt (under SECTION 501.c.3 of the IRS code), non-religious, non-labor, charitable organization. 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.

SECTION 1.8 TERMINATION FOR NON-COMPLIANCE-UNION SECURITY & MEMBERSHIP PROVISIONS

Pursuant to this section, before an Employee is terminated for non-compliance the Employee must first be sent a letter by the Union, via registered mail, return receipt requested, requesting the Employee pay the prescribed initiation fee, dues, or service fees. The letter must state the amount owed and the time period covered. If the employee does not respond within two (2) full weeks after receiving the notice, a second letter will be sent by the Union, via registered mail, return receipt requested, requesting the Employee pay the prescribed initiation fee, dues, or service fee. If the Employee pays the delinquent fees within 2 full weeks after receipt of the second notification, the Employee will not be terminated. Any request for termination under this provision, will be accompanied by copies of both notifications and registered letter verifications.

SECTION 1.9 INTENT OF PARTIES

The Union, the Company, and the Employees agree to work sincerely and wholeheartedly to ensure that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union, the Company, and the Employees will put forth their best efforts 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.

SECTION 1.10 ANTI-DISCRIMINATION

Neither the Union, Company, or the Employees will discriminate against any Employee because of race, color, religion, sex, age, national origin, Military Veterans status, disability or other protected reason. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

SECTION 1.11 APPLICATION OF ARTICLE

This article shall not apply where prohibited by state law.

ARTICLE 2

MANAGEMENT'S RETAINED RIGHTS

SECTION 2.1 MANAGEMENT RIGHTS

The management and operation of the business of the Employer and the direction of the work force are rights vested exclusively in the Employer unless expressly abridged by the terms of this Agreement. These rights include, but are not limited to, the following:

- A. Making and enforcing rules to assure orderly and efficient operations.
- B. Determining employee competency and the right to hire, to transfer, to promote and to demote.
- C. Suspending and discharging.
- D. Determining the existence of a lack of work and laying-off for lack of work.
- E. Performing bargaining unit work as necessary due to unanticipated circumstances.
- F. Determining the processes, techniques, methods and means by which services are provided.
- G. Assigning work.
- H. Terminating, merging, or selling the business or any part thereof.

SECTION 2.2 SUBCONTRACTING

It is agreed that the Employer shall have the right to subcontract any and all services covered by this Agreement whenever the Employer determines it is economically advantageous to do so, where it is in the interest of time to do so, or where the Employer's resources are inadequate. Whenever the Employer does in fact subcontract work normally performed by bargaining unit employees, the Employer shall notify the Union prior to such assignment and subcontracted Employees will be bound by the terms of this Collective Bargaining Agreement.

SECTION 2.3 LEADERSHIP OR COMMAND POSITIONS

The Employer shall have the exclusive right to select personnel for leadership or command positions.

SECTION 2.4 DISCLAIMER

The above rights of management are not to be considered as all inclusive, but rather are examples of the types of rights which the Employer has retained and which remain part of the inherent rights of management.

ARTICLE 3

GRIEVANCE PROCEDURE

SECTION 3.1 INTENT

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. Upon written request, the Company shall provide the Union with applicable information concerning the grievance.

SECTION 3.2 GENERAL PROVISIONS

The number of days outlined in Section 3.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

SECTION 3.3 GRIEVANCE PROCEDURE

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

A. Informal Step - The Company agrees to meet with the Union during regular business hours or at a mutually agreed upon convenient time, for the purpose of processing grievances presented by the Union or Employees subject to this agreement. Personnel representing the Union will not participate if they are "on the clock" at the time of the meeting, however, the Company agrees to give the Union one (1) business day to arrange for a Shop Steward or other Union Official to attend. The Company will not compensate personnel representing the Union who participate in a meeting for their time during the meeting.

The Company and the Union agree that the Employee will first discuss, and document in writing, the complaint with the Employee's immediate supervisor within five (5) calendar days of becoming aware of the incident being grieved. The document will set forth the specific facts related to the grievance, specifying the section and paragraph of the agreement violated. The document will be signed by the grieving Employee and a Union representative. If the informal procedure is not invoked within five (5) calendar days of the Employee's knowledge of a grievable issue, then no further action shall take place. If during the discussion with the supervisor, either the Employee or the supervisor deems it desirable, a Steward or other Union representative will be called to participate in the meeting. If the complaint is not satisfactorily resolved within 7 calendar days of the informal

discussion, it may be submitted, for further processing using Step 1 of the grievance procedure.

B. Step 1. - If the grievance is not resolved during the Informal Step, it shall be presented, in writing, to the appropriate Site Supervisor within ten (10) calendar days of completing the Informal step. The Site Supervisor will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

C. Step 2. - If the grievance is not resolved during Step 1, it shall be presented, in writing, to the Contract Manager within ten (10) calendar days of the completion of Step 1. The Contract Manager will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

D. Step 3. -If the Grievance cannot be resolved during Step 2, the local Union may submit the grievance, along with any supporting documents, in writing to the designated Company Vice President within ten (10) calendar days of completing Step 2. The Company Vice President will have ten (10) calendar days to render a decision and return same in writing to the grieving Employee and the designated Union Representative.

E. Step 4. - If the grievance cannot be resolved during Step 3, the Local Union may submit the grievance, along with all supporting documents, in writing, to the Company's Director of Labor Relations within ten (10) calendar days of the completion of Step 3. The Local Union may submit the same information to the Union's Regional Director. Arrangements will be made for the Company and the Union to discuss and attempt to resolve the grievance. The discussion will be held no later than fifteen (15) calendar days after receipt by the Company and the Union, of the request for the discussion. If, after ten (10) calendar days from the date of the meeting, no resolution is reached, the grievance may be referred to an arbitrator for a prompt hearing.

F. Grievance for Discipline Resulting in Termination- Grievance resulting from Employee termination may be initiated at Step 2. If a discharge is judged to be in error, the terminated Employee shall be returned to work without loss of seniority, pay or benefits.

SECTION 3.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 3.3 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 Four, with the following procedures and limitations:

A. Selection of an Arbitrator - Within fifteen (15) days the Union will request the American Arbitration Association (AAA), Joint Arbitration Mediation Service (JAMS), or the Federal Mediation Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. Within fifteen (15) days of receipt of the list an arbitrator will be selected by the parties alternately striking names 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 company strikes off the first name.

B. 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 attorney fees and court costs. It is understood and agreed to by the Union and the Company that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

C. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred 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.

SECTION 3.5 CLASS ACTION

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

SECTION 3.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

SECTION 3.7 MISCELLANEOUS PROVISIONS

- A.** The limits set forth herein may be extended in writing only by mutual agreement between the Local Union or Union and the designated Company Director of Labor Relations.
- B.** When either the Local Union or the withdraws a grievance, the Company will be notified of such action in writing.

ARTICLE 4

DISCIPLINE

SECTION 4.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

- A.** After completion of the probationary period, no Employee shall be disciplined, dismissed or suspended without cause.
- B.** It is recognized by parties to this Agreement that progressive discipline shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, sleeping on duty, or theft). Disciplinary actions will be issued in accordance with the Disciplinary Policy (Enclosure 1).
- C.** It is recognized by all parties to this Agreement that the United States Marshal Service can deny an employee the opportunity to perform work under any portion of the contract. The Company will not be held liable for any such notification to remove or deny an employee the opportunity to perform work under any portion of the contract when such action is directed by the United States Marshal Service.

ARTICLE 5

SENIORITY AND LOCAL INTERACTION

SECTION 5.1 SENIORITY DEFINED

- A.** Union Seniority is defined as the length of continuous service from the Employee's last date of hire as a CBU member for the Employer, past or present and/or any predecessor Employer. Total Union Seniority shall apply to the amount of vacation for which an Employee is eligible.
- B.** Unit seniority is defined as the length of continuous service within the local bargaining unit, from the Employee's last date of hire as a CBU member for the Employer, past or present, and/or any predecessor Employer, regardless of full time or shared time status. Unit seniority shall be applicable in determining the order of layoff and recall, transfers within the Local, and other matters as provided for in this Agreement. Unit seniority shall apply for the purposes of shift bidding, vacation schedules and extra work.
- C.** Union and Unit seniority shall not accrue until the Employee has successfully completed the probationary period.
- D.** Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose his/her Unit and Worksite seniority as it applies to the order of layoff and

recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement, but shall retain his/her Union seniority.

SECTION 5.2 SENIORITY LISTS

The Company shall provide a seniority list (showing Union seniority, Unit seniority, and Worksite seniority), to the Local Union each year on October 1. The Union will respond, within thirty (30) days, if it disagrees with any stated seniority. In the event of a disagreement, the Company and the Union shall confer and exchange information in order to attempt to resolve any discrepancy. In the event agreement cannot be reached the Union may grieve unresolved discrepancies. The seniority list shall be posted on Local bulletin boards.

SECTION 5.3 PERSONAL DATA

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

SECTION 5.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) consecutive weeks shall lose his/her Unit seniority. If he/she returns to the bargaining unit at a later date his/her Unit and seniority will start on that return date, but he/she shall retain his/her Union seniority.

SECTION 5.5 PROBATIONARY EMPLOYEES

Newly hired or rehired Employees will be considered probationary for a one hundred-eighty (180) 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 Union, Unit, or Worksite seniority until the completion of the probationary period, at which time Union or Unit seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 5.6 TERMINATION OF SENIORITY

The Union, Unit, or Worksite seniority of an Employee shall be terminated for any of the following reasons:

- A. the Employee quits or retires;
- B. the Employee is discharged;

- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of ninety (90) calendar days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is permanently transferred out of the bargaining unit (except as provided in Local Section 2.4, above). [Section 2.4 does not address permanently transferred]

SECTION 5.7 REINSTATEMENT OF SENIORITY

The Union, Unit, and Worksite seniority will be reinstated for the following reasons:

- A. An employee returned to work after overturning a medical disqualification shall regain their seniority back to the original date of hire.
- B. An employee returned to work after overturning a discipline termination shall regain their seniority back to original date of hire.

ARTICLE 6

EMPLOYMENT STATUS

SECTION 6.2 SHARED TIME EMPLOYEES

A shared position Employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for weekly work schedule changes. Failure to report to work when so scheduled or called to work will result in disciplinary action.

SECTION 6.3 LAYOFF AND RECALL

- A. In the event of layoff probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be laid off based on reverse seniority and qualifications within the Local. The Company will notify the Union, in writing, of required reduction.
- B. Recall of Employees will be based on qualifications and seniority within the Local.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

- A. Generally, between eight (8) or twelve (12) hours of consecutive work will constitute a shift during a regular workday. However, shifts of four (4) hours may be scheduled. The regular workweek shall commence on Sunday at 0001 and will end on Saturday at 2400 hours.
- B. The company will make a best effort attempt to schedule full time employees 40 hours per work week, excluding holidays, requested paid or unpaid time off, call-offs, personal/sick days, or government closures. The Company will make a best effort attempt to schedule shared time employees 20 hours per work week, excluding holidays, requested paid or unpaid time off, call-offs, personal/sick days, or government closures. The needs of the Company or US Government may modify this effort.
- C. Every Employee shall receive a minimum of eight (8) hours in between scheduled shifts. For example: an Employee is scheduled to work from 1400 to 2200, the Employee shall not be required to return to work until at least 0600 on the following day. Compliance with this section is not required in the event of an emergency, or if the Employee chooses to work by coming in early or staying after his or her scheduled shift.

SECTION 7.2 OVERTIME

An Employee shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours per week.

SECTION 7.3 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority within the worksite on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees. Overtime will be offered to the most qualified, senior Employee at the worksite. If the most qualified, senior Employee refuses the overtime assignment, the overtime will be offered to the next qualified, senior Employee. The process will continue until the assignment is filled. Once the overtime assignment has been filled, the next overtime assignment will start at the next qualified, senior Employee from the Employee that accepted the previous overtime assignment. If no Employee voluntarily accepts the overtime assignment, the least qualified, senior Employee must accept the assignment. In emergency situations, overtime will be distributed at the company's discretion.
- B. Managers cannot be assigned to cover overtime positions or posts except in emergency situations, or in situations dictated by availability of personnel and amount of notice given for overtime.

- C. It is expressly understood that the Company shall have the right to schedule, or not to schedule, Employees to work overtime as required. When an Employee is on duty and is assigned to work additional hours, the Employee is required to remain on duty. When an Employee is contacted while off duty for an assignment, the Employee may refuse the assignment without retribution.

SECTION 7.4 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. Employees must be properly relieved before departing their post. 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 their Site Supervisor through the established chain of command.

SECTION 7.5 TRAINING

Employees are required to attend all training authorized by the Company. Employees will be paid their regular wage stipulated in this agreement.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Full-time Employees and shared position Employees at each location shall bid their shift schedules among designated full-time shifts or shared shifts in the order of seniority. Shift bidding may not lead to any change in status from full-time to shared position or vice versa.

SECTION 8.1.1 FILLING NEW POSITIONS CREATED BY THE USMS

The Company will post position opening announcements on bulletin boards, announce the openings at each shift change, and hand out a position opening announcement notice for two (2) work days. Interested employees must notify the Site Supervisor in writing of their desire to be assigned the posted position. The most qualified, senior Employee bidding on the position will be selected.

SECTION 8.1.2 FILLING OF OPEN FULL TIME POSITIONS AND BIDDING ON SHIFTS

Except for emergencies, assignment of specific shifts and locations within each Local will be accomplished through the application of Unit seniority, shift bidding, and qualifications as stipulated in this section. One full month prior October 1st of each year each Employee will complete a shift bidding form and present it to the Company. The member must return the form

even if not requesting a specific shift or location during that year period. Personnel will be allowed to make three selections concerning shift and locations. Requests will be listed in order of preference. If during the year period a Full Time shift or location becomes available because of the departure of an Employee the opening will be filled by an employee based on qualifications and seniority. If during the year period an Employee is offered their first choice and refuses to take the assignment, that Employee is eliminated from the seniority list until the next list is published. Management has the right to assign any Employee until the selection based on the bid process is completed. During that time, any Employee can be assigned to fill the shift or location. If after the list is exhausted and no Full Time Employee accepts the post or shift a Shared Time Employee will be offered the position. If none of the Shared Time Employees take the assignment, the least senior full-time Employee will be assigned to the position.

SECTION 8.1.3 FILLING OF OPEN SHARED TIME POSITIONS AND BIDDING ON SHIFTS

Except for emergencies, assignment of specific shifts and locations within each worksite will be accomplished through the application of Union seniority, shift bidding, and qualifications as stipulated in this section. One full month prior October 1st each Employee will complete a shift bidding form and present it to the Company. The member must return the form even if not requesting a specific shift or location during that year period. Personnel will be allowed to make three selections concerning shift and locations. Requests will be listed in order of preference. If during the year period a shared time shift or location becomes available because of the departure of an Employee the opening will be filled by an employee based on qualifications and seniority. If during the year period an Employee is offered their first choice and refuses to take the assignment, that Employee is eliminated from the seniority list until the next list is published. Management has the right to assign any Employee until the selection based on the bid process is completed. During that time, any Employee can be assigned to fill the shift or location. If none off the Shared Time Employees takes the assignment, the least senior shared-time Employee will be assigned to the position.

SECTION 8.1.4 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 5, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent possible the assignment shall be a voluntary selection based on qualifications and seniority. In the absence of volunteers, assignments shall be made on a reverse qualification and seniority basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this agreement, whichever is greater. Temporary shift assignment of an employee(s) will be limited to 30 days. After 30 days, if the assignment is still required the assigned employee may continue the assignment or another qualified employee from the local will be assigned.

SECTION 8.2 WAGE SCHEDULE

The regular rates of pay for CBU members are listed in Enclosure 2 of this Agreement.

SECTION 8.3 SHIFT DIFFERENTIAL

A shift differential of 4% of the employees' regular hourly rate shall be paid for all hours worked between 1900 (7:00pm) and 0600 (6:00am) on any work day.

SECTION 8.4 CALL-IN PAY

- A.** In the event an Employee reports to work for the Employee's regularly scheduled shift, without having been previously notified not to report to work, the Employee shall be entitled to work the shift or work four (4) hours, whichever is less. The actual hours of work will be paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. The employee must remain on duty to receive the four (4) hours of 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.

- B.** In the event an Employee is called into work after the completion of their regular hours or overtime, the Employee shall be guaranteed a minimum of four (4) hours work paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. The employee must remain on duty to receive the four (4) hours of 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.

SECTION 8.5 PAYDAY

Payday for all hourly Employees will be no later than 1200 on 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 on Friday of every other week for work performed during the previous pay period. Uncontrollable acts, natural or manmade, 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.

The Company will make its best effort to make direct deposit available and to list available sick/personal leave and vacation on each Employee's paycheck.

SECTION 8.5.1 PROCESS AT END OF EMPLOYMENT

When employment ends for any reason, the Employee's final pay entitlements, including hours worked, will be processed and paid on the next full pay period following the Employee's out-processing and final time card submission

SECTION 8.6 TRAVEL EXPENSES

The Company will make arrangements for advance per diem for Company authorized and approved travel expenses if requested by an Employee. All requests must be completed on the Company provided form. Any workday that includes travel and totals over fourteen (14) hours may require the Employee to stay overnight, and the appropriate per diem will be paid. All travel hours from the Employee's normal work site to a designated hotel or work site will be counted as work hours. Employees will be reimbursed for all authorized expenditures of any authorized travel on the first full pay period from the day the Employer receives the properly completed travel voucher and all required receipts.

SECTION 8.7 PHYSICAL EXPENSES

- A.** The Employer shall pay for the initial and annual physical/medical examinations that are required by the Employer and/or the USMS. The Employer has the right to choose the physician who will perform the physical exam.
- B.** The Employee will pay for any follow-up physical/medical examinations that are required by the Employer and/or the USMS up to \$400.00. The Employer will reimburse employees for the cost of a USMS required follow-up medical test which exceeds \$400.00 for the difference in the amount above \$400.00. The Employer shall reserve the right to choose the physician and review the cost prior to any reimbursement.
- C.** The Employer will pay for the time required for the Employee to take required physical exams and medical follow-ups. Time for any exams requiring more than two (2) hours must be pre-approved by the Lead or Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Lead or Site Supervisor or designee to inform them of the delay and request approval for additional time.
- D.** All examinations will be completed promptly. The Employee will notify the Company within two (2) business days of the completion of any required examination.

SECTION 8.8 UNDISPUTED ERROR

- A.** It is the responsibility of the Company and every Employee to report any errors in compensation (shortages/overages) upon discovery of the error.
- B.** 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. If an error is found, the employee shall be notified in writing prior to any deductions from his/her paycheck. Any required deduction will be made on the next paycheck.

- C. 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 brought 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.

SECTION 8.9 COURTHOUSE CLOSURE

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close a Courthouse or Government Building where its employees are assigned. In the event that a closing occurs, employees will be excused without pay. Employees will have the option to use a sick/personal day or vacation day to receive compensation for such closures.

ARTICLE 9

HEALTH, WELFARE, UNIFORM ALLOWANCES AND RETIREMENT PLAN

SECTION 9.1 PAYMENTS

From October 1, 2011 to September 30, 2012, the Employer will make health and welfare payments to Employees for up to forty (40) hours per week in accordance with Enclosure (2). Health and Welfare payments are only paid on authorized posts or training hours, vacation hours taken, personal/sick leave taken, holiday hours, jury duty, and funeral leave. Health and Welfare are not paid on hours associated with overtime, double time, vacation pay out, personal/sick leave pay out, military duty, or Union leave hours.

SECTION 9.1 401 (K) PLAN

The Company shall provide a 401 (k) plan to which Court Security Officers are eligible to contribute, whether Union or Non-Union. At the voluntary direction of the individual Employee, the Company may deposit the Health & Welfare payment to the Employee's 401 (k) account. Employees shall be subject to the eligibility requirements and rules of the Plan.

ARTICLE 10

HOLIDAYS

SECTION 10.1 HOLIDAYS DEFINED

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

- New Year's Day
 - Martin Luther King Jr.'s Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day
 - Employee's Birthday
 - Any day designated by the President of the United States as a new permanent National Holiday.
-

SECTION 10.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours at the regular rate of pay.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the regular rate of pay as described in Section 10.2.A. above.
- C. A shared position Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee is eligible for pay during the two (2) week pay period in which the holiday occurs. The following table outlines the payment schedule:

Weekly average of regular hours worked in previous two weeks	Number of hours of Holiday Pay to be received by Shared Time Employee
0 -10	2
11-20	4

21-30	6
31-40	8

D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay as described above in Section 10.2.C. The following table outlines the payment schedule:

Weekly average of regular hours worked in previous two weeks	Number of hours of Holiday Pay to be received by Shared Time Employee
0 -10	2
11-20	4
21-30	6
31-40	8

E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

To be eligible for holiday pay an Employee must have worked their last scheduled workday prior to the holiday and their next scheduled workday after the holiday. The only exception to this provision is if the Employee has been excused in writing by the Company. If an employee has been approved for the day off or is not scheduled to day before or after a holiday and works the last scheduled day before and the first scheduled day after a holiday, the employee will receive the holiday pay. An Employee scheduled to work on a holiday that refuses to work the holiday or fails to report to work will not be paid for the holiday and will be disciplined in accordance with Enclosure 1.

ARTICLE 11

VACATIONS

SECTION 11.1 ELIGIBLE FULL-TIME EMPLOYEES

Employees shall be entitled to annual vacation pay. Vacation entitlements are determined by an Employee's date of hire and continuous service, notwithstanding breaks in Union Seniority on the contract between the United States Marshal Service and Inter-Con Security Systems, Inc., to provide security for designated facilities. The date of hire and continuous service are inclusive of previous employers providing this service. Vacation entitlements are stated 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 5 years by the Company 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 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.

Employees will not be able to use vacation entitlements until they have completed each 12 months of employment

Vacation entitlements are earned by the year based on the Employee's date of hire. Vacation pay will be paid as vacation entitlements are used.

Employees will not receive pay for days taken in excess of vacation entitlements.

Earned vacation pay shall be paid on the first full payday following the Employee's return to work after their vacation. Compensation for the vacation period shall be computed at the employee's base rate of pay in effect at the time the vacation is earned.

SECTION 11.2 ELIGIBLE SHARED POSITION EMPLOYEES

Shared time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule.

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 5 years by the Company 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 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.

Employees will not be able to use vacation entitlements until they have completed each 12 months of employment

Vacation entitlements are earned by the year based on the Employee's date of hire. Vacation pay will be paid as vacation entitlements are used.

Employees will not receive pay for days taken in excess of vacation entitlements.

Earned vacation pay shall be paid on the first full payday following the Employee's return to work after their vacation. Compensation for the vacation period shall be computed at the employee's base rate of pay in effect at the time the vacation is earned.

SECTION 11.3 SCHEDULING VACATIONS

Employees can submit for vacation by submitting the Company provided form to the appropriate Site Supervisor or LCSO within 45 days of the start of the requested vacation. If two employees simultaneously submit for the same vacation period, the most senior employee will be granted vacation based on staffing requirements and the needs of the Government and the Company. At no time will a senior employee be able to bump a previously approved vacation request of a junior employee.

SECTION 11.4 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.

SECTION 11.5 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid for earned and unused vacation as of their last anniversary date. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the termination date.

SECTION 11.6 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) month. Employees will only be paid vacation benefits when they are working.

SECTION 11.7 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of less than one (1) week, but no less than an eight (8) hour increments.

ARTICLE 12

LEAVES OF ABSENCE

SECTION 12.1 PERSONAL / SICK LEAVE

- A. All employed full time members of the CBU will receive one personal/sick leave day (eight (8) hours) for every two (2) month period worked. The two month cycle will begin October 1 of each year..
- B. All employed, shared-time members of the CBU will receive a prorated portion of one personal/sick leave day for every two (2) month period worked.
- C. Personal/sick days will be taken as whole days (eight (8) hours).
- D. Personal/sick days will be paid at the Employee's regular rate of pay for eight (8) hours of work.
- E. The personal/sick day will be listed on the Employee's time sheet by the Employee.
- F. Employees taking a personal/sick day are required to arrange the time off with their supervisor prior to taking the time off or to utilize the normal call in procedures if the time off was not planned in advance. Employees failing to make prior arrangements or not calling in prior to the start of their scheduled duty will be charged with a No Call No Show violation.
- G. Employees can carry over two personal/sick days into the next year period. Any days not used or carried over will be paid out at the end of the year period. Payments will be made during the next full pay period after the year period ends.

SECTION 12.2 BEREAVEMENT LEAVE

In the event of death in the immediate family, the Employee will be granted three (3) days of emergency leave with pay. The three (3) days of funeral leave will not include the Employee's regular days off. One of the three (3) days of funeral leave must be the day of the funeral. For the purpose of this section, the immediate family is defined as the father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, spouse, children, and stepchildren of the Employee. A copy of the death certificate, obituary, or funeral program and proof of relationship must be provided the Company upon the Employee's return from funeral-leave.

SECTION 12.3 JURY / COURT DUTY

Employees called for jury duty will be granted time off for jury duty and will be paid the State or Federal mandated amount for any scheduled day of work missed while on jury duty. Proof of days served on jury duty must be provided to the Company to receive payment.

If an employee is called by subpoena as a witness to any CSO 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.

SECTION 12.4 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence. The Employer will make reasonable efforts to maintain an Employee's position while on a non-statutory, unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer, or in a case of verified personal emergency. Employees must notify the Company within 24 hours of a personal emergency.

Any Employee in an unpaid status at the time a holiday occurs shall not be entitled to any holiday pay. Note "unpaid status" does not include regular scheduled days off, vacation or personal leave.

SECTION 12.5 MEDICAL LEAVE

- A.** The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B.** The Company agrees to honor the FMLA for all Employees, regardless of the number of employees in a 75 mile radius of the work site. Employee is not required to use any personal leave or vacation leave prior to or during taking a medical leave of absence.
- C.** During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D.** If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with the Employer.

SECTION 12.6 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 12.7 UNION LEAVE

The Union Delegates (up to a maximum of 2) will be granted an unpaid leave of absence for up to a maximum of seven (7) days per contract year upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, other than negotiations. With the approval of the supervisor and without incurring un-billable overtime, Union Delegates to work during the meetings may be granted unpaid union leave, subject to the operational needs of the Company. Employees may use vacation or holiday time in accordance with the Employer's policy to cover time spent in meetings. All requests for leave associated with this section must be submitted in writing, on the Company provided form, to the Company a minimum of two (2) weeks in advance. The Company shall respond, in writing, within one (1) week of the Employee's written request. More time will be granted upon mutual agreement between the Company and the Union. Requested Union leave shall not interfere with another Employee's previously approved vacation.

SECTION 12.8 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A.** All requests for 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 the leave will take effect, except in cases of verified personal emergencies. Personal emergencies must be reported to the Company within 24 hours. The Company will respond to the request, in writing, within one (1) week. Unpaid leave shall not interfere with another Employee's previously approved vacation.
- 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 not total more than thirty (30) days.

SECTION 12.9 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence, less than one (1) month subject to the provisions of this Agreement.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for the Union to place a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 BREAK ROOMS

The Employer will request the U.S. Government to provide break rooms. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.3 LOCKERS

The Employer will request the U.S. Government to provide sufficient lockers for all personnel. The Employer agrees to make its best effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity.

ARTICLE 14

SAFETY

SECTION 14.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety

meetings providing the USMS will allow the representative to attend. The bargaining unit members must be off the clock while attend the meeting.

SECTION 14.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided CSO workstations and break rooms. It is the Employees responsibility to promptly report any safety issues or violations. Such reports will be made in writing on the USMS Court Facility Incident Report (CSO Form 003).

ARTICLE 15

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 Government decree or 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 16

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, 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 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 procedures during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 17

TERMINATION OF AGREEMENT

Should either party desire to terminate 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 one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be

continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

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.

ARTICLE 18

NO STRIKES

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 and during the negotiations for any follow-on Agreement, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts. 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 restrictions or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination.

ARTICLE 19

DURATION

This Agreement shall be effective from October 1, 2011 through September 30, 2012 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

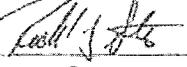
FOR: **Court Security Officers of the District of Southern Mississippi**

BY: 
TITLE: CBA NEGOTIATOR
DATE: 9-14-2011

FOR: **Court Security Officers of the District of Southern Mississippi**

BY: _____
TITLE: _____
DATE: _____

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

BY: 
TITLE: Senior Vice President
DATE: September 14, 2011

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

BY: _____
TITLE: _____
DATE: _____

INTER-CON SECURITY SYSTEMS, INC.

POLICY STATEMENT

DISCIPLINARY ACTIONS

CALL-OFFS

Every employee is expected to work the schedule assigned to them. No specific posts or hours are promised to any employee. All uniformed personnel must be available to work whenever and wherever they are needed. Changes in the assigned schedule causes hardship to fellow officers and Inter-Con Security Systems, Inc.

Definitions:

- Call-Off: If an employee calls to state that they will be unable to work their assigned hours, this is considered a Call-Off. A Call-Off for reasons other than the employee's own illness or injury is considered a Non-Medical Call-Off.
- Medical Call-Off: One day Call-Offs for personal illness or injury.
- Extended Medical Call-Off: A Medical Call-Off for two or more consecutive days is recorded as an Extended Medical Call-Off.
- Call-Off Without Notice: Call-Offs after Guardmount has begun for the employee's shift is considered a Call-Off Without Notice. If an employee fails to report to work the hours assigned and does not call at all, this is also considered a Call-Off Without Notice. One Call-Off Without Notice counts as two Non-Medical Call-Offs.
- If an employee reports to work and then requests to leave due to illness, it will be considered as a Medical Call-Off unless they have worked more than 4 hours. This does not apply if an employee is injured on the job.

If an employee Calls-Off, they are subject to the following disciplinary actions as applicable.

Non-Medical Call-Offs		Medical Call-Offs		Extended Medical Call-Offs	
1st time	Verbal counseling ; Memo For the Record placed in Personnel file.	1st & 2nd time	Excused	1st, 2nd & 3rd time	Must bring a doctor's note.
2nd time	Letter of Reprimand Copy placed in Personnel file	3rd time and all other occasions	Must bring a doctor's note and it counts as an Extended Medical Call-Off. Otherwise counts as a Non-Medical Call-Off	4th time and all other occasions	Counts as a Non-Medical Call-off
3rd time	Suspension for 2 days	NOTE: This Call-Off Policy does not affect your rights and responsibilities under the Family Medical Leave Act (FMLA).			
4th time	Suspension for 5 days				
5th time	Termination				

LATENESS

If an employee reports for duty after Guardmount has begun, he or she is late. If an employee is going to be late, he or she is required to call the Monitoring Center, LCSO, or Site Supervisor. Calling in will not, however, excuse the employee's lateness.

Every time an employee is late, the following two actions and the appropriate disciplinary action will be taken.

1. The employee's pay will be docked forward to the next quarter hour. Ex: If they arrive at 0804 for an 0800 Guardmount, the employee will be paid beginning at his/her arrival time.
2. Every time an employee is late it will be recorded on their attendance sheet. A copy of the attendance sheet will be placed in their Personnel file.

1st & 2nd time	Verbal counseling and a Memo For the Record placed in Personnel file
3rd time	Letter of Reprimand. Copy placed in Personnel file
4th time	Suspension for 1 day
5th time	Suspension for 2 days
6th time	Suspension for 5 days
7th time	Termination

REFUSAL TO SIGN WORK SCHEDULE

1 st time	Letter of Reprimand. No duty until the next offered schedule. A new schedule will be offered after one work week.
2 nd time	Letter of Reprimand. No duty assigned until the next offered schedule. A new schedule will be offered after two work weeks.
3 rd time	Termination

REFUSAL TO ASSIST OR COOPERATE IN INVESTIGATIONS

1 st time	Termination
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FAILURE TO CARRY OUT ASSIGNED TASKS

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

LOADING/UNREASONABLE DELAYS IN CARRYING OUT TASKS

1 st time	Verbal counseling and a Memo For the Record placed in Personnel file
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Suspension for 5 days
5 th time	Termination

FALSIFICATION, UNLAWFUL CONCEALMENT, REMOVAL, MUTILATION, OR DESTRUCTION OF ANY OFFICIAL DOCUMENT OR RECORDS OR CONCEALMENT OF MATERIAL FACTS BY WILLFUL OMISSION FROM OFFICIAL DOCUMENTS, RECORDS OR STATEMENTS.

1 st time	Termination
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SEXUAL ACTIVITIES ON THE JOB

1 st time	Termination
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STARTING OR SPREADING RUMORS

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

SLEEPING ON DUTY

1 st time	Termination
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GRUMBLING/COMPLAINING ABOUT COMPANY POLICIES WHILE ON DUTY

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

UNAUTHORIZED SOLICITATION/DISTRIBUTION OF WRITTEN MATERIALS

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

GAMBLING ON DUTY

1 st time	Suspension for 2 days
2 nd time	Termination

CONDUCTING PERSONAL AFFAIRS ON DUTY

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

IMPROPER CONDUCT

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

VIOLATION OF WRITTEN RULES, REGULATIONS OR POLICY

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File. If the violation caused a breach of security, then it counts as a 3 rd or 4 th offense based on previous offenses.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

DESTRUCTION OR DEFACING OF GOVERNMENT OR PERSONAL PROPERTY OR EQUIPMENT

1 st & 2 nd time	<ul style="list-style-type: none"> If accidental - Reimbursement and Letter of Reprimand. Copy placed in Personnel file. If refuse to reimburse, then Termination If willful - Reimbursement and Suspension for 2 days. If refuse to reimburse, then Termination.
3 rd time	Reimbursement and Termination

ARREST OR INDICATIONS OF VIOLATIONS OF FEDERAL, STATE OR MUNICIPAL LAWS OR STATUTES

1 st time	Suspension pending investigation. Reinstatement or Termination based on evaluation of the incident.
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UNAUTHORIZED VISITS OR VISITORS ON THE JOB

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Suspension for 2 days
3 rd time	Termination

FAILURE TO MAINTAIN GOOD PERSONAL HYGIENE

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

FAILURE TO MAINTAIN OR IMPROPERLY WEARING THE DUTY UNIFORM

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

INTERFERING WITH OTHER EMPLOYEES ON THE JOB

1 st time	Verbal counseling and Memorandum For the Record placed in Personnel File.
2 nd time	Letter of Reprimand. Copy placed in Personnel file
3 rd time	Suspension for 2 days
4 th time	Termination

DISORDERLY CONDUCT

1 st time	Suspension for 2 days
2 nd time	Suspension for 5 days
3 rd time	Termination

THEFT, VANDALISM OR OTHER CRIMIAL ACTIVITY

1 st time	Termination
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SELLING, CONSUMING, POSSESSING OR BEING UNDER THE INFLUENCE OF INTOXICANTS WHILE ON DUTY

1 st time	Termination
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UNETHICAL OR IMPROPER USE OF OFFICIAL AUTHORITY OR CREDENTIALS

1 st time	Suspension for 2 days
2 nd time	Termination

UNAUTHORIZED USE OF COMMUNICATIONS EQUIPMENT

1 st time	Reimbursement. Letter of Reprimand. Copy placed in Personnel file. If refuses to reimburse, then Termination
2 nd time	Reimbursement. Suspension for 2 days. If Officer refuses to reimburse, then Termination
3 rd time	Reimbursement and Termination

UNAUTHORIZED USE OR POSSESSION OF A FIREARM OR OTHER WEAPON

1 st time	Termination
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VIOLATIONS OF SECURITY REGULATIONS OR PROCEDURES

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

INSUBORDINATION

1 st time	Termination
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FAILURE TO UPHOLD THE INTEGRITY OF INTER-CON

1 st time	Letter of Reprimand. Copy placed in Personnel file
2 nd time	Suspension for 2 days
3 rd time	Termination

LOSS OF PROPERTY OR EQUIPMENT IN YOUR CHARGE

1 st time	Reimbursement. Letter of Reprimand. Copy placed in Personnel file. If refuses to reimburse, then Termination
2 nd time	Reimbursement. Suspension for 2 days. If Officer refuses to reimburse, then Termination
3 rd time	Reimbursement and Termination

LEAVING WORK STATION WITHOUT AUTHORIZATION

1 st time	Suspension for 5 days
2 nd time	Termination

SEXUAL HARASSMENT

1 st time	If 'Hostile Work Environment' - Determined based on investigation. If 'Quid pro quo' - Determined based on investigation.
2 nd time	Termination

SEXUAL HARASSMENT

1 st time	If 'Hostile Work Environment' - Determined based on investigation. If 'Quid pro quo' - Determined based on investigation.
2 nd time	Termination

FIGHTING WHILE ON DUTY OR ON CLIENT PROPERTY

1 st time	Suspension for 5 days
2 nd time	Termination

LEAVING WEAPON UNATTENDED OR FAILING TO SECURE WEAPON PROPERLY

1 st time	Suspension for 5 days
2 nd time	Termination

UNAUTHORIZED DISCHARGE OF A WEAPON

1 st time	Suspension until investigation is complete. If found to be at fault, suspension for 5 days
2 nd time	Suspension until investigation is complete. If found to be at fault, termination

DEFINITION of TERMS

Revolving Calendar Year Anytime an Officer violates any section of the Policy Statement - Disciplinary Action, a 12 month period begins running for that type of offense. If you commit another violation in that category within 12 months of the date of the offense, it counts as your 2nd offense. If you commit another violation in that category more than 12 months after the date of the 1st violation, it counts your 1st offense again. However, 1st or 2nd offenses in different areas may be considered as part of a pattern of violations.

MFR A Memorandum for the Record which is generated by management to be placed in a Personnel file.

Suspension Suspension periods are periods of forced time off without pay. An employee may not work any hours while on suspension. They may not request extra hours after a suspension to make up for lost wages. They may not put in for Annual Leave for the days on Suspension.

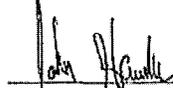
Letter of Reprimand An Official Letter detailing the violation and actions to be taken. The employee will be required to read and acknowledge receipt of a Letter of Reprimand.

Verbal Counseling A meeting that takes place between the employee and management. The supervisor or other involved parties may be part of this meeting. A written summary of the counseling session is placed in the employee's Personnel file.

Reimbursement Applies to violations requiring an employee to reimburse for lost or destroyed items. The amount to be reimbursed will be determined by Inter-Con management based upon the actual cost of the item and any expenses caused by the item's absence and efforts to replace it.

Termination When a Disciplinary Policy violation calls for termination, the termination will be without notice.

This policy statement is the official policy of Inter-Con Security Systems, Inc. for the United States Marshal Contract (USMS) and supersedes all other policies concerning this subject. This policy applies to all personnel – both contract and corporate employees. Policy changes will be made in writing and are valid only if signed by the undersigned or Vice President of USMS Operations.



John Harmke
Vice President, USMS Operations

March 14, 2008

Southern District of Mississippi (Jackson, MS)		
Position	Current	Effective 10/1/2011
Court Security Officer	\$19.41	\$19.61
Lead Court Security Officer	\$20.24	\$20.44
Senior Lead Court Security Officer	\$21.28	\$21.49

Health and Welfare	Amount
Current	\$3.61
Effective 10/1/11	\$3.61

Uniform Maintenance	Amount
Current	\$0.16
Effective 10/1/11	\$0.16