

## Letter of Understanding

The following information serves as a modification to the Collective Bargaining Agreement between Inter-Con Security Systems, Inc., the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local for the Lead Court Security Officers and Lead Special Security Officers of the 12<sup>th</sup> Circuit (District of Columbia) which was executed on September 1, 2010:

### **Article 10, Vacations, Section 10.1 Eligible Full-Time Employees currently provides:**

#### 10.1 ELIGIBLE FULL-TIME EMPLOYEES

On all employee date of hire anniversaries, employees will earn vacation at the below rates for 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 5 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 0.05769230 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 0.07692307 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.

**The Company, the International SPFPA, and the Local SPFPA agree to modify Article 10, Vacations, Section 10.1 Eligible Full-Time Employees to provide:**

**10.1 ELIGIBLE FULL-TIME EMPLOYEES**

On all employee date of hire anniversaries, employees will earn vacation at the below rates for 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 ~~5 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 ~~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 ~~0.086538461~~ for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is ~~180 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.

**Additionally, Appendix A, Vacation section of the Table currently provides:**

**Appendix A**

**Economic Provisions for  
SPFPA 12TH CIRCUIT**

Listed below are the wages and benefits for each year of this Agreement:  
Effective Fiscal Year Beginning October 1:

	2010	
<b>Vacation</b>		
1 year	80 hours	
5 years	120 hours	
10 years	160 hours	
15 years	200 hours	

**The Company, the International SPFPA, and the Local SPFPA agree to modify Appendix A, Vacation section of the Table to provide:**

**Appendix A**

**Economic Provisions for  
SPFPA 12TH CIRCUIT**

Listed below are the wages and benefits for each year of this Agreement:  
Effective Fiscal Year Beginning October 1:

	2010	
<b>Vacation</b>		
1 year	80 hours	
5 years	160 hours	
10 years	180 hours	
15 years	200 hours	

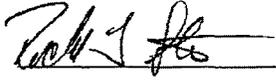
These modified Sections will be effective as of October 1, 2010.

All parties agree to save and hold each other harmless from any and all claims, actions, suits, damages, or costs, including any attorney fees incurred on any account related to this modification to include the timing of this modification.

No other sections of the Collective Bargaining Agreement are changed or modified as a result of this Letter of Understanding.

FOR: Security, Police and Fire Professionals Of America (SPFPA) International      FOR: Inter-Con Security Systems, Inc.

BY: 

BY: 

TITLE: INTERNATIONAL REPRESENTATIVE

TITLE: Senior Vice President, Operations

DATE: October 1, 2010

DATE: October 1, 2010

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

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

**and the**

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

**Lead Court Security Officers and Lead Special Security Officers  
of the 12<sup>th</sup> Circuit  
(District of Columbia)**

**October 1, 2011 – September 30, 2012**

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## PREAMBLE

THIS AGREEMENT is made and entered into on September 12, 2011, by and between Inter-Con Security Systems, Inc. and its successors, hereinafter referred to as the "Employer" or "Company," and INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA), hereinafter referred to as the "Union." All Economic provisions of this Agreement shall be in effective October 1, 2011 and all non economic provisions are in effect as of the date of this Agreement.

## ARTICLE #1

### GENERAL PROVISIONS

#### 1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time positions United States Marshal Service (USMS) credentialed Lead Court Security Officers (LCSO's), and Lead Special Security Officers (LSSO'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-0015, 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 and all other Employees of the Employer.
- 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 who shall designate another individual to represent the Employee, provided, that if the Union 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 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. Whenever a lead position is vacant and a lead LCSO/LSSO does not volunteer to work, a CSO/SSO may be designated to work if the Employer deems it necessary to fill the position and shall receive lead compensation. Such designation must be in writing.

### 1.4 AGENCY SHOP AND DUES CHECK-OFF

#### 1.4.1 DUES CHECKOFF

- A. The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.
- B. The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

- C. The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

#### 1.4.2 AGENCY SHOP

- A. All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.
- B. An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30<sup>th</sup>) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.
- C. Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).
- D. In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.
  - 1. 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.
- E. Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

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

## ARTICLE #2

### SENIORITY

#### 2.1 SENIORITY DEFINED

For the purposes of all matters pertaining to Lead Security Officers (LCSO) and Lead Special Security Officers (LSSO) under this agreement, LCSO and LSSO Unit Seniority shall be the

length of continuous service from the Employee's original date of classification as an LCSO or LSSO within 12th Circuit's jurisdiction as per the US Marshals Service computer within 12th Circuit's jurisdiction as a Special Deputy US Marshal Lead Court Security Officer, or Lead 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 12th Circuit. 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. Seniority shall apply for issues such as job openings, shifts, vacations, days off, overtime, leaves and transfers.

## 2.2 SENIORITY LIST

The Company shall provide a Seniority List to the Union 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 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, 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 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 that all eligible union members saw the notice and have no interest in the vacant position. The Site Supervisor will notify the Union in writing of such openings. The Union will then verify that all Union members have been notified. When a vacancy occurs, the Employer will fill the position with the senior qualified Employee, who will be provided an orientation to familiarize him/her with the requirements of the new 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 LCSO/LSSO who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific. 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 LCSO/LSSO 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 LCSO/LSSO who accepts shall remain in the new position for a minimum of one year.

No LCSO/LSSO 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 LCSO/LSSO 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 LAYOFF AND RECALL

In the event of layoff or recall, lower seniority 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 LCSO/LSSO position in which case the most senior LCSO/LSSO laid off shall be recalled. The Company will notify the Union, in writing, of all layoffs and recalls.

#### 3.3 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.

## 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 has received timely notice of the Employer's response at each step. Notice to the Union may be by e-mail. The parties by mutual written agreement may agree to extend any of the time limitations.

## SECTION 5.2 GRIEVANCE PROCEDURES

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

**A. Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee or union Representative will first document in writing the complaint and submit it to his or her Site Supervisor, within five (5) business days of Employee's knowledge of a grievable issue, to start the informal procedure. If the informal procedure is not invoked within five (5) business days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, prior to the meeting or during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in.

**B. Step One** - If the matter is not resolved informally, the Employee shall, not later than three (3) business days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative (except in the case of a class action grievance, only the Union representative must sign), and shall be submitted to the Contract Manager with a copy to the Company's Vice President of Operations. The Contract Manager shall have ten (10) business days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.

**C. Step Two** — If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Vice President of Operations or designee not later than ten (10) business days from the denial by the Contract Manager. The Company's Vice President of Operations or designee will have ten (10) business days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the Union Representative.

**D. Step Three** — If the grievance is not settled in Step Two, the grievance may be appealed in writing to the Company's Director of Labor Relations or designee not later than ten (10) business days from the denial by the Vice President of Operations. The Company's Director of Labor Relations or designee will have ten (10) business days from the date the

grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the Union Representative.

**E. Grievance for Discharge** - Any grievance involving discharge may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager within five (5) business 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 attorney's 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.
  - 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 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. This collective bargaining agreement, however, governs the terms and conditions of employment for employees in the 12th Circuit 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 12th Circuit bargaining unit absent bargaining and agreement with the Union. Moreover, the Company retains the right to enforce USMS LCSO/LSSO performance standards, USMS Rules and Regulations, and Post Orders with disciplinary action up to and including termination. LCSO/LSSO 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 LCSO/LSSO file shall be signed and dated by the LCSO/LSSO 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.
- 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 Site Supervisor 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 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 LCSO/LSSO is required to work overtime in accordance with this Article, if operationally feasible, the Employer may rotate the LCSO/LSSO to avoid having the LCSO/LSSO 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 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.

#### 7.6 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.

#### 7.7 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 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.

#### 7.8 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.

#### 7.9 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 LCSOs/LSSOs 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, 2011	\$31.29
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#### 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.

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. In the event that a holiday listed in Article 9 falls on a weekend resulting in an alternate government designated holiday, the day the U.S. Government designates as that holiday will be substituted for the actual 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 12th Circuit. 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.

## ARTICLE #10

### VACATIONS

#### 10.1 ELIGIBLE FULL-TIME EMPLOYEES

On all employee date of hire anniversaries, employees will earn vacation at the below rates for 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 5 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 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 0.086538461 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 180 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 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 Site Supervisor, 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.

### 10.3 PAY OPTIONS

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

### 10.4 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.

### 10.5 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).

### 10.6 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, in cases of emergencies the Site Supervisor will be called within 24 hours or the employee will be considered a no call no show, 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.

- 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 LCSO/LSSO 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 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 12th Circuit. 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 12th Circuit'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	RATE OF PERSONAL LEAVE ELIGIBLE TO USE
(Date Employee begins working on the contract, based on an October 1 contract start date.)	FULL-TIME
October 1-31	56 hours
November 1-30	52 hours
December 1-31	48 hours
January 1-31	44 hours
February 1-29	40 hours
March 1-31	36 hours
April 1-30	32 hours
May 1-31	28 hours
June 1-30	24 hours
July 1-31	20 hours
August 1-31	16 hours
September 1-30	8 hours

- B. Personal days shall be used in no less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance in writing by the Site Supervisor or Contract Manager and paid during the next pay cycle.
- C. 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.
- D. 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. 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.

- E. 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.
- F. 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 Site Supervisor 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 LCSO/LSSO 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 and pension 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 and pension 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 and pension 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 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 Employer to the Government, may be terminated by the Employer.
- 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

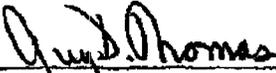
### DURATION

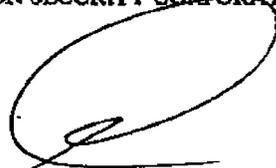
- A. This Agreement shall be effective October 1, 2011 by both parties and it supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on September 30, 2012, with the provision that should either party desire to terminate, change, 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.

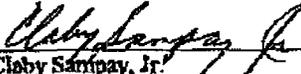
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

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

INTER-CON SECURITY CORPORATION

  
\_\_\_\_\_  
Guy Thomas  
SPFPA Lead Negotiator  
Date: 9-13-11

  
\_\_\_\_\_  
Gerard Neville  
Senior Vice President of Operations  
Date: 9/14/11

  
\_\_\_\_\_  
Claby Sampay, Jr.  
Local President  
Date: 9-13-11

  
\_\_\_\_\_  
Mark Emerson  
Vice President USMS Program  
Date: 9-14-11

## Appendix A

### Economic Provisions for SPFPA 12TH CIRCUIT

Listed below are the wages and benefits for each year of this Agreement:  
Effective Fiscal Year Beginning October 1:

	Current	2011	
Base Wages			
Officers (LCSO/LSSO)	\$30.91	\$31.29	
CSO Fill-in Rate	\$28.15	\$28.50	
Uniform Allowance	\$0.14	\$0.14	
Health & Welfare	\$3.64	\$3.70	
Pension Allowance	\$0.52	\$0.52	
Sick/Personal	7 (56 hours)	7 (56 hours)	
*Holiday	10	10	
Vacation			
1 year	80 hours	80 hours	
5 years	160 hours	160 hours	
10 years	180 hours	180 hours	
15 years	200 hours	200 hours	