

**Collective Bargaining Agreement**

**Between**

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

**And**

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

**October 1, 2011 – September 30, 2014**

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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 Northern Mississippi. The agreement covers applicable Court Security Officers of the District of Northern 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.

**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.

**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 Northern Mississippi.

**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 Northern 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 employer hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hour, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular shared position and Lead Court Security Officers assigned to the Federal Courthouses within the jurisdictional boundaries of the United States Court for Northern District of Mississippi, employed by the company.

B. The term "Employee" when used in this agreement shall refer to any and all Bargaining Unit members of the Company who are employed as Special Deputy United States Marshals in the capacity of Federal Court Security Officers in all facilities or places that the employees are assigned to perform their functions within the Northern District of Mississippi. Such employee shall be part of the Bargaining Unit described in Article 1 Section 1.1 of this agreement.

C. The Company shall recognize union representatives special status as defined by the National Labor Relations Act and all the Agency's decisions and interpretations and any other protections provided by Federal Law. The association recognizes these protections do not relieve the Association for good business practices and the common respect normally given in business relations.

D. The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Associations to represent the Employees in collective bargaining 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 without Company authorization.

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.

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. 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 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 1.5 ANTI-DISCRIMINATION**

Neither the Union, the 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 1.6 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 LEADERSHIP OR COMMAND POSITIONS**

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

## **SECTION 2.3 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.

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) working 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) working 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 satisfactory resolved within 7 working 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) working days of completing the Informal step. The Site Supervisor will have ten (10) working 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) working days of the completion of Step 1. The Contract Manager will have ten (10) working 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) working of completing Step 2. The Company Vice President will have ten (10) working 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) working 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) working days after receipt by the Company and the Union, of the request for the discussion. If, after ten (10) working 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 employee 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

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.

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. 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.

Union and Unit seniority shall not accrue until the Employee has successfully completed the probationary period.

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, and telephone number or of any change of name, address 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 REINSTATMENT 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 6.1 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 6.2 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. Eight (8) 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 straight time, to include health and welfare, as 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 1<sup>st</sup>, 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 assignments 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. An employee called in to work will be guaranteed a minimum of four hours of work or if four (4) hours is not available, will be paid for a minimum of four (4) hours of time. The employee must remain on duty to receive the four (4) hours 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 hours worked. If the Federal building closed prior to the end of the four (4) hour period the employee will be compensated for the full four (4) hour call in pay.
  
- 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 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 hours worked. If the Federal building closed prior to the end of the four (4) hour period the employee will be compensated for the full four (4) hour call in pay.

#### **SECTION 8.5 PAYDAY**

Payday for all hourly Employees will be no later than 1800 on Friday following the two (2) week pay period ending on the previous Saturday. 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 twelve (12) 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 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 Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Site Supervisor or designee to inform them of the delay and request approval for additional time.
- C. The Employee will pay for any follow-up physical/medical examination follow-up medical costs that are required by the Employer and/or the USMS up to \$400. Any costs above \$400 will be reimbursed to the employee.
- D. All examinations will be completed promptly. The Employee will notify the Company within two (2) business days of the completion of any 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 Addendum 1. Health and Welfare payments are only paid on authorized posts or training hours, vacation hours taken, personal/sick leave taken, holiday hours worked, holiday benefit hours paid, jury leave, 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.

The Employer shall remit the health and welfare benefits as a cash equivalent on the Employee's paycheck, unless otherwise directed by the Employee in accordance with the Employee's election to participate in either the Employer's group health, dental, life, and other mutually agreed upon insurance programs or the Employer's 401K plans, or any other plan designated by the Employer as a fringe benefit program available to the Employee.

Beginning on October 1, 2012, the Employer will contribute the Health and Welfare benefit to a bona fide fringe benefit plan and Employees will participate in the Employer's group health, dental, life, 401K, and other mutually agreed upon insurance programs. Health and Welfare contributions will only be paid on authorized posts or training hours, vacation hours taken, personal/sick leave taken, holiday hours worked, holiday benefit hours paid, jury leave, 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.

**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.

Beginning on October 1, 2012, the Employer will contribute the Health and Welfare benefit to a bona fide fringe benefit plan and Employees will participate in either the Employer's group health, dental, life, 401K, and other mutually agreed upon insurance programs.

**SECTION 9.2 401 (K) PLAN**

The Company shall provide a 401 (k) plan to which Court Security Officers are eligible to contribute.

**ARTICLE 10**

**HOLIDAYS**

**SECTION 10.1 HOLIDAYS DEFINED**

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

Effective 10/1/2008

- 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 prior two (2) weeks 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
0-20	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
0-20	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.

## ARTICLE 11

### VACATIONS

#### 11.1 ELIGIBLE FULL-TIME EMPLOYEES

All full time employees who have continuously been employed by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 5<sup>th</sup> Circuit, shall be entitled to annual vacation pay as follows:

Vacation calculations will be based on the below calculations with the maximum vacation hours to be earned as follows:

Upon completion of one (1) year of service	80 Hours Maximum based on formula below
Upon completion of five (5) years of service	120 Hours Maximum based on formula below
Upon completion of ten (10) years of service	160 Hours Maximum based on formula below
Upon completion of fifteen (15) years of service	200 Hours Maximum based on formula below

Employees employed for 1 year by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 5<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 5<sup>th</sup> Circuit, shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

Employees employed for 10 years by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 5<sup>th</sup> Circuit, shall begin earning paid vacation entitlements at the rate of 0.076923077 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 160 hours per year.

Employees employed for 15 years by the Company, or by predecessor companies having contracts with the USMS to provide security services in the 5<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 5<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.

## **11.2 ELIGIBLE SHARED POSITION EMPLOYEES**

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 0.05769230 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 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 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 5<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.

## **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 two (2) hour increments.

### **SECTION 11.8 DONATED TIME**

Personal or vacation days may be donated to one employee to another for emergency use.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

#### **SECTION 12.1 PERSONAL / SICK LEAVE**

- A. All employed full time members of the CBU will receive 6 days of personal leave to begin the first day of contract.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. This additional paid leave will be paid to the employee at the end of the contract year.
- C. Personal/sick days will be paid at the Employee's regular rate of pay for eight (8) hours of work, to include health and welfare.
- D. Personal/sick days will be taken in no less than four (4) hour increments.

- 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. Upon written notice to Employer, 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.
- H. 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 portion of personal leave to which the Employee is entitled to receive.

#### **SECTION 12.2 BEREAVEMENT LEAVE**

All non-probationary Employees shall be entitled to three (3) days paid bereavement leave per occurrence for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, sibling-in-law, foster parent, legal guardian, grandparent, or grandchild. Employee will notify Lead CSO, whenever possible, of the need of bereavement leave. 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**

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to three (3) days on current contract spent on jury duty per year.

## **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 3) 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:

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.

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.

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 13.4 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, each has 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.

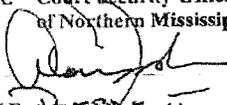
**ARTICLE 19**

**DURATION**

This Agreement shall be effective from October 1, 2011 through September 30, 2014 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.

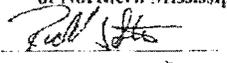
FOR: Court Security Officers of the District  
of Northern Mississippi

BY: 

TITLE: PRESIDENT

DATE: 08.29.11

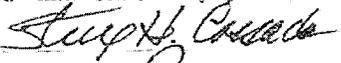
FOR: Court Security Officers of the District  
of Northern Mississippi

BY: 

TITLE: Senior Vice President

DATE: 08/29/11

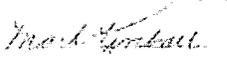
FOR: Inter-Con Security Systems, Inc.

BY: 

TITLE: Vice Pres.

DATE: 08/29/11

FOR: Inter-Con Security Systems, Inc.

BY: 

TITLE: VICE PRESIDENT, H.R.

DATE: 08/29/11

**ADDENDUM 1**

**WAGE AND BENEFIT TABLE**

Northern District of Mississippi				
Position	Current	Effective 10/1/2011	Effective 10/1/2012	Effective 10/1/2013
Court Security Officer	\$23.61	\$24.14	\$24.68	\$25.24
Lead Court Security Officer	\$25.02	\$25.54	\$26.08	\$26.64
Senior Lead Court Security Officer	\$25.30	\$25.79	\$26.33	\$26.89

Health and Welfare	Amount
Current	\$3.61
Effective 10/1/11	\$3.75
Effective 10/1/12	\$3.90
Effective 10/1/13	\$4.05

Uniform Maintenance	Amount
Current	\$0.16
Effective 10/1/11	\$0.16
Effective 10/1/12	\$0.16
Effective 10/1/13	\$0.16

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

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

**REFUSAL TO SIGN WORK SCHEDULE**

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

**REFUSAL TO ASSIST OR COOPERATE IN INVESTIGATIONS**

1 <sup>st</sup> time	Termination
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**FAILURE TO CARRY OUT ASSIGNED TASKS**

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

**LOADING/UNREASONABLE DELAYS IN CARRYING OUT TASKS**

1 <sup>st</sup> time	Verbal counseling and a Memo For the Record placed in Personnel file
2 <sup>nd</sup> time	Letter of Reprimand. Copy placed in Personnel file
3 <sup>rd</sup> time	Suspension for 2 days
4 <sup>th</sup> time	Suspension for 5 days
5 <sup>th</sup> 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 <sup>st</sup> time	Termination
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**SEXUAL ACTIVITIES ON THE JOB**

1 <sup>st</sup> time	Termination
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**STARTING OR SPREADING RUMORS**

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

**SLEEPING ON DUTY**

1 <sup>st</sup> time	Termination
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**GRUMBLING/COMPLAINING ABOUT COMPANY POLICIES WHILE ON DUTY**

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

**UNAUTHORIZED SOLICITATION/DISTRIBUTION OF WRITTEN MATERIALS**

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

**GAMBLING ON DUTY**

1 <sup>st</sup> time	Suspension for 2 days
2 <sup>nd</sup> time	Termination

**CONDUCTING PERSONAL AFFAIRS ON DUTY**

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

**IMPROPER CONDUCT**

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

**VIOLATION OF WRITTEN RULES, REGULATIONS OR POLICY**

1 <sup>st</sup> 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 <sup>rd</sup> or 4 <sup>th</sup> offense based on previous offenses.
2 <sup>nd</sup> time	Letter of Reprimand. Copy placed in Personnel file
3 <sup>rd</sup> time	Suspension for 2 days
4 <sup>th</sup> time	Termination

**DESTRUCTION OR DEFACING OF GOVERNMENT OR PERSONAL PROPERTY OR EQUIPMENT**

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

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

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

**FAILURE TO MAINTAIN GOOD PERSONAL HYGIENE**

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

**FAILURE TO MAINTAIN OR IMPROPERLY WEARING THE DUTY UNIFORM**

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

**INTERFERING WITH OTHER EMPLOYEES ON THE JOB**

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

**DISORDERLY CONDUCT**

1 <sup>st</sup> time	Suspension for 2 days
2 <sup>nd</sup> time	Suspension for 5 days
3 <sup>rd</sup> time	Termination

**THEFT, VANDALISM OR OTHER CRIMIAL ACTIVITY**

1 <sup>st</sup> time	Termination
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**SELLING, CONSUMING, POSSESSING OR BEING UNDER THE INFLUENCE OF INTOXICANTS WHILE ON DUTY**

1 <sup>st</sup> time	Termination
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**UNETHICAL OR IMPROPER USE OF OFFICIAL AUTHORITY OR CREDENTIALS**

1 <sup>st</sup> time	Suspension for 2 days
2 <sup>nd</sup> time	Termination

**UNAUTHORIZED USE OF COMMUNICATIONS EQUIPMENT**

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

**UNAUTHORIZED USE OR POSSESSION OF A FIREARM OR OTHER WEAPON**

1 <sup>st</sup> time	Termination
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**VIOLATIONS OF SECURITY REGULATIONS OR PROCEDURES**

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

**INSUBORDINATION**

1 <sup>st</sup> time	Termination
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**FAILURE TO UPHOLD THE INTEGRITY OF INTER-CON**

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

**LOSS OF PROPERTY OR EQUIPMENT IN YOUR CHARGE**

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

LEAVING WORK STATION WITHOUT AUTHORIZATION	
1 <sup>st</sup> time	Suspension for 5 days
2 <sup>nd</sup> time	Termination

SEXUAL HARASSMENT	
1 <sup>st</sup> time	If 'Hostile Work Environment' - Determined based on investigation. If 'Quid pro quo' - Determined based on investigation.
2 <sup>nd</sup> time	Termination

SEXUAL HARASSMENT	
1 <sup>st</sup> time	If 'Hostile Work Environment' - Determined based on investigation. If 'Quid pro quo' - Determined based on investigation.
2 <sup>nd</sup> time	Termination

FIGHTING WHILE ON DUTY OR ON CLIENT PROPERTY	
1 <sup>st</sup> time	Suspension for 5 days
2 <sup>nd</sup> time	Termination

LEAVING WEAPON UNATTENDED OR FAILING TO SECURE WEAPON PROPERLY	
1 <sup>st</sup> time	Suspension for 5 days
2 <sup>nd</sup> time	Termination

UNAUTHORIZED DISCHARGE OF A WEAPON	
1 <sup>st</sup> time	Suspension until investigation is complete. If found to be at fault, suspension for 5 days
2 <sup>nd</sup> 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 2<sup>nd</sup> offense. If you commit another violation in that category more than 12 months after the date of the 1<sup>st</sup> violation, it counts your 1<sup>st</sup> offense again. However, 1<sup>st</sup> or 2<sup>nd</sup> 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.

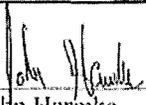
**Letter of Reprimand** An Official Letter detailing the violation and actions to be taken. The employee will be required to read and acknowledge receipt of a Letter of Reprimand.

**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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

It is the policy of the Company to have and continue to maintain a strong commitment to provide a safe, efficient and productive work environment for all employees and provide reliable service to our customers. The Company wants to ensure that all employees will perform their duties safely and efficiently in a manner that protects their interests and those of their co-workers.

In keeping with this commitment, the Company has a zero tolerance policy regarding inappropriate use and possession of illegal drugs and alcohol. This policy recognizes that any employee's involvement with alcohol or drugs can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and performance of all employees, pose serious safety and health risks to the users and others, and have a negative impact on work efficiency and productivity. Accordingly, the Company requires all employees report to work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs.

1. The use, possession, sale trafficking or trading of illegal drugs on or off duty is prohibited while on company property (including company owned or leased vehicles), while conducting business on behalf of the company, while on duty or participating in any company sponsored event.
2. Reporting for work, remaining on duty, or being on company/client property with any detectable trace amounts of illegal drugs in your system is prohibited.
3. The unauthorized use or abuse of prescription drugs that may affect an employee's performance of duty is prohibited. Failure to inform management of the use of prescribed medicine that may affect an employee's safety, the safety of other employees, or the safety of the public is a violation of company policy.
4. Having a verified positive drug or alcohol test administered under the terms of this policy, refusing to submit to an alcohol or drug test required under this policy, or engaging in conduct to obstruct or subvert an alcohol or drug test is prohibited.
5. Violations of this policy are subject to disciplinary action up to and including termination of employment.

It is the responsibility of the company's supervisors and managers to identify employees whose duty performance, conduct, or behavior may indicate they have a substance abuse problem. While it is not management's responsibility to diagnose personal problems, the supervisor should encourage employees to seek evaluation and assistance and advise them of available resources for getting help. Everyone shares responsibility for maintaining a safe and healthy work environment, and co-workers should encourage anyone who has a substance abuse problem to seek help.

For purposes of testing, an agreed laboratory, collection site or trained professional may administer the testing and all testing will be administered according to the specific requirements of each contract.

All employees are required to adhere to the rules stated in this policy. The use of illegal drugs by Company personnel on or off duty, poses a threat to these important goals, as does the abuse of alcohol. As a contractor, the Company has a legal obligation to institute and maintain a program for achieving a drug and alcohol-free workplace. Unlawful manufacture, distribution, dispensation, possession or use of intoxicants or illegal or controlled substances or paraphernalia on company or customer premises or while conducting company business is strictly prohibited.

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

#### PROCEDURE

##### Applicant Drug Testing

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

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

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

##### Reasonable Suspicion Testing

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

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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

#### Random Testing

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

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

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

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

#### Drug Testing Procedures

The company will conduct drug testing as prescribed methods below.

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

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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

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

#### Alcohol Testing Procedures

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

#### Confidentiality of Test Results

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

#### Consequences of the Violation of the Policy

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

#### Right To Appeal or Contest Test Results

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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

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

#### DEFINITIONS

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

## Appendix B

### DRUG AND ALCOHOL FREE WORKPLACE

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

#### AUTHORIZED USE AND POSSESSION

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

#### PROCEDURES

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

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