

**Collective Bargaining Agreement**

**Between**

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

**And**

**Professional Association of  
Court Security Officers  
Southern District of Texas**

**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 Professional Association of Court Security Officers Southern District of Texas. The agreement covers applicable Professional Association of Court Security Officers Southern District of Texas 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 and any days in which the Company offices are not open.

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

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

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

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

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

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

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

**Holidays:** Those days specifically designated in the Article 10.

**Initiation Fee:** A prescribed amount of money to be paid one time by new Union members, unless waived by the Union.

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

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

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

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

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

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

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

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

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

**Union:** Professional Association of Court Security Officers Southern District of Texas.

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

**Total Seniority:** Length of time of service measured from the date of hire of an Employee, by the Company or any predecessor Companies, performing the Court Security Officer contract services within the worksites listed in this agreement.

**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, Professional Association of Court Security Officers, and Inter-Con Security System, Inc. at all times.

To conduct ourselves in a professional and courteous manner.

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

## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION 1.1 NEGOTIATING COMMITTEE**

**A.** The Company agrees to recognize a Negotiating Committee composed of three representatives designated by the Union to represent the Employees in collective bargaining negotiations. Alternates may also be selected by the Union President to represent the Employees in collective bargaining negotiations. The Union agrees to provide the Company with one week of advance notice of any meetings unless there is a requirement for an emergency negotiating meeting.

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

#### **SECTION 1.2 STEWARD SYSTEM**

**A.** The Company agrees to recognize a Union Steward system. The Union agrees that Stewards will not conduct Union business while on duty, except during authorized lunch or rest breaks, unless otherwise authorized by the Company.

**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, or other Union Official to be present. If the Steward or other Union Official is not available, the meeting will be delayed for up to one (1) business day. If the employer uses an alternative medium such as video or audio to conduct formal discussions with the Employees, the Union shall be given the opportunity to be present.

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

C. The Union will provide Stewards and alternate Stewards for all locations with five or more CBU members. The list will consist of Steward's name, location, phone number, and email address. Stewards will not be recognized without prior notification from the Union. Any changes made in the Steward list will be provided, by the Union to the Company in writing within 7 business days of such change.

D. Aggrieved employees will be paid their regular rate of pay for time spent in all grievance-related meetings with management during regularly scheduled work times. In order to expedite the scheduling of meetings with management, the Company may allow the Union Representative to attend the meeting during their normally assigned shift. Such meetings will occur within the aggrieved Employee's normally assigned worksite. The aggrieved Employee, and his or her representative will not be paid for time spent investigating grievances, preparing grievances documents, or for any time spent outside of meeting with management.

### **SECTION 1.3 MANAGERS AND SALARIED PERSONNEL**

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

### **SECTION 1.4 UNION SECURITY**

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. The Union agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorneys' fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

### **SECTION 1.5 DUES CHECKOFF**

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis (on the first pay date of each month) from the paycheck of each member of the Union. These

deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seven (7) business days from the date that the deduction was made. The Union agrees to furnish the Company with the current routing number for electronic wire transfer. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are sent to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

#### **SECTION 1.6 RELIGIOUS EXEMPTION**

Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall be allowed to make payments in amounts equal to the service fee required above, to a tax exempt (under SECTION 501.c.3 of the IRS code), non-religious, non-labor, charitable organization. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

#### **SECTION 1.7 TERMINATION FOR NON-COMPLIANCE-UNION SECURITY & MEMBERSHIP PROVISIONS**

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

**SECTION 1.8 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 1.9 ANTI-DISCRIMINATION**

The Parties agree to use their best efforts to cause the Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union, in accordance with the National Labor Relations Act. Further, neither Party will discriminate against any Employee because of race, color, religion, sex, age, national origin, disability, veteran status, or any other category prohibited by law. The Company maintains a *Harassment Prevention Policy*. In furtherance of this non-discrimination provision, and as a condition of employment or continued employment, the Union agrees to have all Employees in the Bargaining Unit sign the policy, a true and correct copy is attached hereto as **Appendix A**. The Union agrees, on behalf of itself and all the Employees covered under this Agreement, that the sole and exclusive forum for the adjudication of all such claims under this Article, and the sole and exclusive remedy for violations of the rights set forth in this Agreement will be the grievance and arbitration procedures as set forth in this Agreement.

**SECTION 1.10 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, and to promote.
- C. Suspending, demoting, and or discharging an employee for just cause.
- D. Determining the existence of a lack of work and laying-off for lack of work.
- E. Performing bargaining unit work as necessary due to unanticipated circumstances.
- F. Determining the processes, techniques, methods and means by which services are provided.
- G. Assigning work.
- H. Terminating, merging, or selling the business or any part thereof.

## **SECTION 2.2 SUBCONTRACTING**

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

## **SECTION 2.3 LEADERSHIP OR COMMAND POSITIONS**

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

## **SECTION 2.4 DISCLAIMER**

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

## **SECTION 2.5 UNION RIGHTS**

The Union shall have the right to bargain/negotiate the impact and implementation of actions that will adversely affect the work unit and or Employees. The Union will have the right to bargain/negotiate changes in working conditions and or changes to established past practices at the worksite(s) covered by this Agreement. (A past practice is any practice that is in existence, and has been utilized, with the knowledge of management, for at least the past five (5) years).

## 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 for the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. When used in this Article, the term "Business Days" shall mean Monday-Friday, not including Saturdays, Sundays, legal holidays, or days when the local worksite or Corporate Office of the Company are closed. The Parties by mutual written agreement may agree to extend any of the time limitations.

Should the Company fail to comply with the prescribed time limits, the Union and the aggrieved employee may deem the Company's failure to respond, at any stage, as a denial of the grievance. The aggrieved employee may then move to the next step in the grievance process as outlined in this agreement.

If the Union or the aggrieved Employee fail to comply with the time limits set forth in this Article, the grievance will be deemed withdrawn, and should the Union continue to escalate the matter the arbitration, the Union will pay for the full arbitration costs.

Both the Company and the Union agree to make it their goal to resolve the dispute at the lowest level possible.

If, during the course of any discussion whereby the Employee or the supervisor believes that disciplinary or adverse action may result, a representative may be requested as per *Weingarten*. A representative of the employee's choice will be called in unless unavailable in which case the employee may proceed without a representative, request another representative, or reschedule the discussion.

#### SECTION 3.3 GRIEVANCE PROCEDURE

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

**A. Informal Step** - The Company agrees to meet with the Union during regular business hours or at a mutually agreed upon convenient time, for the purpose of processing grievances presented by the Union or Employees subject to this agreement. Personnel representing the Union will not participate if they are "on the clock" at the time of the meeting (unless authorized by the Company), however, the Company agrees to give the

Union one (1) business day to arrange for a Shop Steward or other Union Official to attend. The Company will not compensate personnel representing the Union who participate in a meeting for their time during the meeting.

The Company and the Union agree that the Employee will first discuss, and document in writing, the complaint with the Employee's immediate supervisor within five (5) business 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) business days of the Employee's knowledge of a grievable issue, then no further action shall take place. If during the discussion with the supervisor, either the Employee or the supervisor deems it desirable, a Steward or other Union representative will be called to participate in the meeting. If the complaint is not satisfactorily resolved within 7 business 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) business days of completing the Informal step. The Site Supervisor will have ten (10) business 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) business days of the completion of Step 1. The Contract Manager will have ten (10) business 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) business days of completing Step 2. The Company Vice President will have ten (10) business 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) business 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) business days after receipt by the Company and the Union, of the request for the discussion. If, after ten (10) business 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) business days after rejection of the grievance in Step Four, with the following procedures and limitations:

- A. Selection of an Arbitrator** - Within fifteen (15) calendar 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) calendar 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. Hearings shall be scheduled such that they will be completed in one continuous session, unless the hearing exceeds five (5) days, or unless mutually agreed by both parties. 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) calendar 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. Company or Union witnesses (except the grievant not locating within commuting distance of the hearing may testify by telephone.

At any stage, the Company may settle any grievances by providing the relief requested in the grievance or the amount of relief available under the Agreement, whichever is less. Unless agreed by the parties, any settlement is on a non-admission, no fault basis.

### **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 either the Informal Step or Step 1 of the grievance procedure.

## **SECTION 3.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration without concurrence of the Union.

## **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 just 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.
- D. 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.
- E. Investigations conducted by the company that may result in disciplinary or adverse action shall be conducted in a timely manner. If the employee has been removed from duties pending the outcome of an investigation, the company agrees to conduct such investigations with due diligence and to ensure that such investigations are concluded in

a timely manner. The Company will advise the Union on the status of such investigations on a weekly basis. Additionally, employees removed from duties during an investigation will continue vacation accrual calculations as if they were working.

## **ARTICLE 5**

### **SENIORITY AND LOCAL INTERACTION**

#### **SECTION 5.1 SENIORITY DEFINED**

- A.** Total 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 Seniority shall apply to the amount of vacation for which an Employee is eligible.
- B.** Worksite 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. Worksite 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. Worksite seniority shall apply for the purposes of shift bidding, vacation schedules and extra work.
- C.** Total and Worksite seniority shall not accrue until the Employee has successfully completed the probationary period.
- D.** Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose his/her Unit and Worksite seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement, but shall retain his/her Total seniority.

#### **SECTION 5.2 SENIORITY LISTS**

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

#### **SECTION 5.3 PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address, email address, cell phone, and telephone number or of any change of name,

address, email or telephone numbers. The Company shall be entitled to rely upon the last known address in the Employer's official records.

#### **SECTION 5.4 TRANSFER OUT OF UNIT**

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

#### **SECTION 5.5 PROBATIONARY EMPLOYEES**

Newly hired or rehired Employees will be considered probationary for a one hundred-eighty (180) calendar 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 Total and/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) business days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is permanently transferred out of the bargaining unit (except as provided in Local Section 2.4, above). [Section 2.4 does not address permanently transferred]

#### **SECTION 5.7 REINSTATEMENT OF SENIORITY**

The Total and/or 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 minimum contract qualifications within the Local worksite. The Company will notify the Union, in writing, of required reduction.
- B. Recall of Employees will be based on minimum contract qualifications and seniority within the Local. This will be accomplished by recalling the last laid off Employee (that continues to meet the minimum contract qualifications) first, and so on.
- C. In the event of a layoff, or reduction in hours, the Company will provide the Union with as much advance notices as possible and will meet with the Union to bargain impact and implementation of the planned staff reduction. Both parties agree and understand the Company has no ability to alter the required number of service hours performed under the Government contract due to the Government's ability to mandate such requirements.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 7.1 WORKDAY AND WORKWEEK**

- A. Generally, between eight (8) or twelve (12) hours of consecutive work will constitute a shift during a regular workday. However, shifts of four (4) hours may be scheduled. The regular workweek shall commence on Sunday at 0001 and will end on Saturday at 2400 hours.

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

## **SECTION 7.2 OVERTIME**

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

## **SECTION 7.3 OVERTIME DISTRIBUTION**

- A. Overtime will be offered by Seniority within the worksite on a rotating basis. Overtime will be distributed as equitably and fairly as practicable among Employees. Overtime will be offered to the most senior Employee at the worksite. If the most senior Employee refuses the overtime assignment, the overtime will be offered to the next 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 senior Employee from the Employee that accepted the previous overtime assignment. If no Employee voluntarily accepts the overtime assignment, the least 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 a Full-Time Employee is contacted while off duty for a non-emergency 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 notify the Lead or Site Supervisor of the event. The Lead or Site Supervisor will provide the Employee with a missed break form to be completed and submitted to the Lead or Site Supervisor through the established chain of command. The Employee will then be compensated for the missed break

## **SECTION 7.5 TRAINING**

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

## **ARTICLE 8**

### **WORK SHIFTS AND PAYMENT POLICIES**

#### **SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY**

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

##### **SECTION 8.1.1 FILLING NEW POSITIONS CREATED BY THE USMS**

The Company will post position opening announcements on bulletin boards, and announce the openings at each shift change, and post a position opening announcement notice for ten (10) business days, insuring that all current, active duty employees have been notified of the opening. 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 Employee 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 temporarily 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 based on Worksite Seniority. If none of the Shared Time Employees take the assignment, the least senior full-time Employee will be assigned to the position or shift.

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

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

### **SECTION 8.1.4 TEMPORARY ASSIGNMENTS**

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

Employees temporarily assigned outside the normal commuting distance of 80 miles (40 miles each way) from their regularly assigned duty station will receive either;

1. Mileage at the normal government rate if their POV (privately owned vehicle) is used commencing from their regularly assigned duty station to their temporary assigned duty station and return, or;

2. Per Diem at the current federal government rate.

Travel time will begin and end at the employee's regularly assigned duty Location each day if per diem is not provided. All hours of travel outside the employee's normal schedule hours will be paid at the overtime rate.

## **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 5% of the employees' regular hourly rate shall be paid for all hours worked between 1800 (6:00pm) and 0600 (6:00am) on any work day.

## **SECTION 8.4 CALL-IN PAY**

- A.** In the event an Employee reports to work for the Employee's regularly scheduled shift, without having been previously notified not to report to work, the Employee shall be entitled to work the shift or work four (4) hours, whichever is less. The actual hours of work will be paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. The employee must remain on duty to receive the four (4) hours of pay. If the employee's presence is not longer required and the employee elects to depart, he/she will only be compensated for the actual time he/she worked.
  
- B.** In the event an Employee is called into work after the completion of their regular hours or overtime, the Employee shall be guaranteed a minimum of four (4) hours work paid at the Employee's regular rate of pay, and overtime will apply as stipulated in this agreement. The employee must remain on duty to receive the four (4) hours of pay. If the employee's presence is not longer required and the employee elects to depart, he/she will only be compensated for the actual time he/she worked.

## **SECTION 8.5 PAYDAY**

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

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

### **SECTION 8.5.1 PROCESS AT END OF EMPLOYMENT**

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

### **SECTION 8.6 TRAVEL EXPENSES**

The Company will make arrangements for advance per diem for Company authorized and approved travel expenses if requested by an Employee. All requests must be completed on the Company provided form. Any workday that includes travel and totals over thirteen (13) 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.

- A. All CSO's will be compensated at the appropriate GSA rate for travel in excess of their normal daily commuting distance.
- B. Travel expenses will be paid in accordance with applicable Federal Travel Regulations.

### **SECTION 8.7 PHYSICAL EXPENSES**

- A. The Employer shall pay for the initial and annual physical/medical examinations that are required by the Employer and/or the USMS. The Employer has the right to choose the physician who will perform the physical exam.
- B. The Employee will pay for any follow-up physical/medical examinations that are required by the Employer and/or the USMS up to \$450.00. The Employer will reimburse employees for the cost of a USMS required follow-up medical test which exceeds \$450.00 for the difference in the amount above \$450.00. The Employer shall reserve the right to choose the physician and review the cost prior to any reimbursement.
- C. The Employer will pay for the time required for the Employee to take required physical exams and medical follow-ups. Time for any exams requiring more than two (2) hours must be pre-approved by the Lead or Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Lead or Site Supervisor or designee to inform them of the delay and request approval for additional time.
- D. All examinations will be completed promptly. The Employee will notify the Company within two (2) business days of the completion of any required examination.

## **SECTION 8.8 UNDISPUTED ERROR**

- A. It is the responsibility of the Company and every Employee to report any errors in compensation (shortages/overages) upon discovery of the error.
- B. Neither the Company nor the Employee will be allowed to go back more than twenty-four (24) months to audit, adjust, or correct undisputed errors involving vacation pay, sick / personal leave pay, or salary issues. If an error is found, the employee shall be notified in writing prior to any deductions from his/her paycheck. Any required deduction will be made on the next paycheck.
- C. In case of an undisputed error on the part of the company as to an Employee's compensation rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in writing on the Company's form. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) business days unless the error was caused by the employee. Errors caused by the employee will be corrected on the paycheck following the next full pay period after the error has been brought to the attention of the Company.

## **SECTION 8.9 COURTHOUSE CLOSURE**

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

## **ARTICLE 9**

### **HEALTH, WELFARE, UNIFORM ALLOWANCES AND RETIREMENT PLAN**

#### **SECTION 9.1 PAYMENTS**

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

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.

#### **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.

### **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  
Day After Thanksgiving Day  
Christmas Day  
Any day designated by the President of the United States as a new permanent National Holiday.

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##### **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, no less than four hours, based on the number of actual hours the Employee is eligible for pay during the pay period (two week cycle) prior to the week in which the holiday occurs. The following table outlines the payment schedule:

Weekly average of regular hours worked in previous pay period	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, no less than four hours, 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.
- F.** Employees working on Thanksgiving or Christmas will receive 1 ½ times the regular rate of pay for all hours worked, up to 8 hours, on Thanksgiving or Christmas day.

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

## ARTICLE 11

### VACATIONS

#### SECTION 11.1 ELIGIBLE FULL-TIME EMPLOYEES

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

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

Employees employed for 5 years by the Company shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

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

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

Employees will not be awarded and able to utilize vacation entitlements until they have reached their respective date of hire anniversary date.

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

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

Employees may utilize 24 hours of overtime in a given year to apply towards their cap of 2080 hours utilized in the vacation calculations.

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

**SECTION 11.2 ELIGIBLE SHARED POSITION EMPLOYEES**

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

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

Employees employed for 5 years by the Company shall begin earning paid vacation entitlements at the rate of 0.057692308 for all straight time hours paid at the regular rate of pay. Maximum earned vacation entitlement is 120 hours per year.

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

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

Employees will not be awarded and able to utilize vacation entitlements until they have reached their respective date of hire anniversary date.

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

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

Employees may utilize 24 hours of overtime in a given year to apply towards their cap of 2080 hours utilized in the vacation calculations.

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

**SECTION 11.3 SCHEDULING VACATIONS**

Employees can submit for vacation by submitting the Company provided form to the appropriate Site Supervisor or LCSO within 45 days of the start of the requested vacation if the vacation is for a period of 1 week or longer. Vacations for period under 1 week in duration must be submitted within 20 days of the start of the requested vacation or at the discretion of the Site Supervisor and LCSO if staffing levels permit. Emergencies will be reviewed upon request. If two employees simultaneously submit for the same vacation period, the most senior employee will be granted vacation based on staffing requirements and the needs of the Government and the Company. At no

time will a senior employee be able to bump a previously approved vacation request of a junior employee.

#### **SECTION 11.4 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on the Employee's anniversary date of employment) shall be paid to the Employee in the next full pay period following the anniversary.

#### **SECTION 11.5 TERMINATING EMPLOYEES**

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

#### **SECTION 11.6 VACATION - LAID OFF EMPLOYEES**

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

#### **SECTION 11.7 VACATION INCREMENTS**

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

#### **SECTION 11.8 PAY IN LIEU OF VACATION**

Employees may request a pay in lieu of vacation for earned and unused vacation one time a year prior their anniversary date. The total hours of the pay in lieu of request will not exceed (60) hours. Vacation time will be paid at the regular hourly rate. Vacation payments will be paid during the next full pay period following the request.

### **ARTICLE 12**

#### **LEAVES OF ABSENCE**

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

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days personal leave at the beginning of each 12-month Government contract year worked. Employees

who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the Personal/Sick Leave Table below.

Personal/Sick Leave Table		
START	Rate of Personal/Sick Leave Eligible to Use	
Date Employee begins working on the contract, based on an October 1 contract start date.	Full-Time	Shared Position
October 1-31	48 hours	24 hours
November 1-30	44 hours	22 hours
December 1-31	40 hours	20 hours
January 1-31	36 hours	18 hours
February 1-29	32 hours	16 hours
March 1-31	28 hours	14 hours
April 1-30	24 hours	12 hours
May 1-31	20 hours	10 hours
June 1-30	16 hours	8 hours
July 1-31	12 hours	6 hours
August 1-31	8 hours	4 hours
September 1-30	4 hours	2 hours

- B. Scheduled personal leave may be taken in four (4) hour increments and shall be paid in the pay cycle when the personal / sick leave was taken, when taken by the Employee as approved by the Site Supervisor or Lead CSO.
- C. Personal/Sick days used in an emergency event can be taken in any increment up to 8 hours but no less than 1 hour.
- D. Shared position Employees will receive one-half the full time personal leave per full contract year worked. At the beginning of the contract year, any shared position Employee who was paid more than half the full-time hours (1040 hours) the previous year, will receive additional prorated personal leave based on the number of hours the Employee was paid during that previous contract year. These additional paid leave hours will be available for the shared employee to take throughout the government contract year. Any paid leave eligible, but untaken will be paid to the Employee at the end of the contract year. The payment will be made during the first full pay cycle after the end of the contract year.
- E. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year. The payment will be made during the first full pay cycle after the end of the contract year.

- F. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

Repayment of Used by Unearned Personal/Sick Leave upon End of Employment		
START	Rate of Personal/Sick Leave Eligible to be repaid if Used	
Date Employee ends working on the contract, based on an October 1 contract start date.	Full-Time	Shared Position
October 1-31	48 hours	24 hours
November 1-30	44 hours	22 hours
December 1-31	40 hours	20 hours
January 1-31	36 hours	18 hours
February 1-29	32 hours	16 hours
March 1-31	28 hours	14 hours
April 1-30	24 hours	12 hours
May 1-31	20 hours	10 hours
June 1-30	16 hours	8 hours
July 1-31	12 hours	6 hours
August 1-31	8 hours	4 hours
September 1-30	4 hours	2 hours

- G. Personal / sick leave may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action will result from unapproved absenteeism.

## SECTION 12.2 BEREAVEMENT LEAVE

In the event of death in the immediate family, the Employee will be granted five (5) days of emergency leave with pay per Government contract year. The five (5) days of funeral leave will not include the Employee's regular days off. One of the five (5) days of funeral leave must be the day of the funeral. For the purpose of this section, the immediate family is defined as the father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, sister, brother, spouse, children, and stepchildren of the Employee. A copy of the death certificate, obituary, or funeral program and proof of relationship must be provided the Company upon the Employee's return from funeral-leave.

### **SECTION 12.3 JURY / COURT DUTY**

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 five (5) days spent on jury duty. Proof of days served on jury duty must be provided to the Company to receive payment.

If an employee is called by subpoena as a witness to any CSO work related court proceeding, then he / she shall be entitled to leave with pay from regular scheduled hours of work for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the company.

### **SECTION 12.4 LIMITATIONS**

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

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

### **SECTION 12.5 MEDICAL LEAVE**

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

## **SECTION 12.6 MILITARY LEAVE**

The Company will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA), which provides certain re-employment rights and benefits protection for military personnel. Leave taken under USERRA will be unpaid, however, an Employee may elect to use any accrued vacation or other paid leave in lieu of unpaid military leave.

## **SECTION 12.7 UNION LEAVE**

The Union Delegates (up to a maximum of 2) will be granted an unpaid leave of absence for up to a maximum of ten (10) days per contract year upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, other than negotiations. With the approval of the supervisor and without incurring un-billable overtime, Union Delegates to work during the meetings may be granted unpaid union leave, subject to the operational needs of the Company. Employees may use vacation or holiday time in accordance with the Employer's policy to cover time spent in meetings. All requests for leave associated with this section must be submitted in writing, on the Company provided form, to the Company a minimum of two (2) weeks in advance. The Company shall respond, in writing, within one (1) week of the Employee's written request. More time will be granted upon mutual agreement between the Company and the Union. Requested Union leave shall not interfere with another Employee's previously approved vacation.

## **SECTION 12.8 PROCESSING UNPAID LEAVES OF ABSENCE**

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

- A. All requests for unpaid leaves of absence shall be submitted in writing, on the Company provided form, to the Site Supervisor at least ten (10) working days prior to the date the leave will take effect, except in cases of verified personal emergencies. Personal emergencies must be reported to the Company within 24 hours. The Company will respond to the request, in writing, within one (1) week. Unpaid leave shall not interfere with another Employee's previously approved vacation.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. A copy of the approved or disapproved leave of absence will be given to the Employee involved.
- C. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within five (5) working days prior to the expiration of the leave of absence. Extensions, if granted, shall not total more than thirty (30) days.

## **SECTION 12.9 GENERAL PROVISIONS**

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

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the U.S. Government for the Union to place a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities. Notices or other postings may not disparage the client or the Company and/or its management nor contain obscene or inappropriate language.

#### **SECTION 13.2 BREAK ROOMS**

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

#### **SECTION 13.3 LOCKERS**

The Employer will make its best effort to provide lockers for the use of the CSOs. The Employer agrees to make its best effort to provide for separate Locker/Changing facilities. If CSOs are not allowed to carry their Company/Government issued equipment to and from their residence and the worksite, the Employer and or the Government will provide lockers with separate locks or locking devices to safeguard such equipment. The providing of these facilities is the prerogative of the U.S. Government.

#### **SECTION 13.5 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding breaks and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity or business other than the processing of grievances as described in this Agreement.

## **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 member may attend and be compensated for two meetings, lasting no more than two hours per Government Year.

#### **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 14.3 GOVERNMENT CREDENTIALS REQUIRED**

Employment as a Court Security Officer or Lead Court Security Officer requires, as a condition of employment, that the employee maintain a current, valid driver's license issued by his or her state of residence. Employees must be qualified to receive a Special Deputation as a Court Security Officers by the United States Marshals Service. Employees will be provided with official credentials identifying them as having the authority under color of law to conduct such duties for which they are deputized. Employees who fail to qualify will be considered to have resigned their position voluntarily.

#### **SECTION 14.4 OTHER BENEFITS**

The Employer and/or the USMS will provide all hot, cold, and inclement weather gear for each employee as is required for the employee to successfully perform their assigned duties. The Company shall make its best effort to issue uniforms by December 31st.

## **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**

- A. The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment during the term of this Agreement.
- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement will not be construed as a waiver of any such provision, will not affect the validity of this Agreement or any of its provisions, and will not affect the right of either Party to enforce each and every provision.
- C. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced in writing and executed by both Parties.

## **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**

##### **LOCK OUTS**

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

#### **ARTICLE 20**

##### **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: Professional Association of  
Court Security Officers Southern  
District of Texas

BY: [Signature]

TITLE: PRESIDENT

DATE: 8-30-11

FOR: Professional Association of  
Court Security Officers Southern  
District of Texas

BY: [Signature]

TITLE: VICE PRESIDENT

DATE: 8-30-11

FOR: Professional Association of  
Court Security Officers Southern  
District of Texas

BY: [Signature]

TITLE: Treasurer

DATE: 8-30-2011

FOR: Inter-Con Security Systems, Inc.

BY: [Signature]

TITLE: Senior Vice President

DATE: August 24, 2011

FOR: Inter-Con Security Systems, Inc.

BY: [Signature]

TITLE: VICE PRESIDENT, H.P.

DATE: August 24, 2011

FOR: Inter-Con Security Systems, Inc.

BY: [Signature]

TITLE: Director i.P. Ops

DATE: 8-24-11

## **APPENDIX A: Harassment Prevention Policy**

### **HARASSMENT PREVENTION POLICY**

Inter-Con has a zero tolerance policy with regard to harassment in any way, form or style. It is Company policy that all employees should be able to enjoy a work environment free from all forms of discrimination and harassment, including sexual harassment. Sexual harassment undermines the employment relationship by creating an intimidating, hostile or offensive work environment.

Harassment refers to behavior that is personally offensive, impairs morale or interferes with work effectiveness. Any harassment involving a Company employee will not be permitted. All Parties, the complainant, the charged, the witness are hereby notified that they are required to participate in any harassment investigation.

This policy refers to, but is not limited to, harassment in the following areas: (1) age, (2) race, (3) color, (4) national origin, (5) religion, (6) sex, (7) marital status, (8) disability, (9) sexual orientation, and (10) veteran status. Such harassment includes unsolicited remarks, gestures or physical contact; display or circulation of written materials or pictures degrading to either gender or to racial, ethnic or religious groups; and verbal abuse or insults directed at or made in the presence of members of a racial, ethnic or minority group. Harassment may also include: **VERBAL CONDUCT**, such as epithets, derogatory jokes or comments, slurs, invitations or comments; **VISUAL CONDUCT**, such as derogatory or sexually-oriented posters, cartoons, or drawings; **PHYSICAL CONDUCT**, such as unwanted sexual advances, assault, blocking normal movement, or interference with work; use of computers, including the Internet and email system, to transmit, communicate or receive sexually-suggestive, pornographic or sexually explicit pictures, messages or material; **THREATS AND DEMANDS** to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors; and, **RETALIATION** for having reported the harassment.

Sexual harassment does not mean occasional compliments of a socially acceptable nature. Sexual harassment refers to conduct which is offensive to the individual, which harms morale, creates a hostile, intimidating and offensive environment, or which interferes with the effectiveness of our business or that of our customers. Sexual harassment includes unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct that is sexual or offensive in nature. This type of conduct is strictly prohibited. In determining whether alleged conduct is sexual harassment, the nature of the sexual advances and the context in which they supposedly occurred must be examined.

The most important first step if an employee believes he has been subjected to harassment from either a co-worker, vendor, customer, Supervisor or a Manager is to make it clear to the alleged harasser that he finds the alleged harasser's behavior offensive and ask the alleged harasser to refrain from similar behavior in the future. If the behavior continues, the employee should bring the matter to the attention of his

Supervisor, Manager, or Human Resources to allow for immediate and appropriate action.

Upon awareness of the harassment allegation, Inter-Con will begin an immediate, thorough and objective investigation. As the complainant of harassment, an employee has the right to an immediate investigation. The employee's obligation is to provide details of the harassment, including, but not limited to, identifying the harasser, names of witnesses, and the harassment behavior in question. During the investigation phase, every effort will be made to keep the complaint confidential.

Inter-Con's procedures for investigating and resolving all harassment complaints include notifying the Legal Department to direct the following:

1. Assign a neutral investigator (someone removed from the harassed employee, usually a Supervisor);
2. Listen to and document the complaint, asking for witnesses for purposes of conducting a fair investigation;
3. Request the complainant to submit the harassment details in writing;
4. Fully and effectively investigate and document the investigation including: interviewing the alleged harasser and witnesses who may have or have knowledge of relevant information about the complaint and/or both Parties (harasser and complainant), and any complaints of similar conduct where there is reason to believe that similar conduct has occurred;
5. Complete the investigation objectively and reach a conclusion as to the merits of the claim. Communicate the completed investigation findings as appropriate to involved Parties and, as appropriate, to all others directly concerned.
6. If the investigation concludes that inappropriate behavior has occurred:
  - a. Allow the accused additional opportunities to explain conduct or respond to allegations;
  - b. Appropriate action will be taken against the harasser that will commensurate with the severity of the offense to prevent any further harassment;
  - c. Such actions may include, but are not limited to: reprimand, suspension, demotion, termination or training, depending upon the circumstances and findings of the investigation;
  - c. Inform the complainant of the completion of the investigation;

- d. The complainant is to be informed that any act of retaliation should be reported immediately to the appropriate Supervisor; and,
- e. The accused should be warned that any acts of retaliation will result in further disciplinary action.

# 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

**LOAFING/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**

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

**CONDUCTING PERSONAL AFFAIRS ON DUTY**

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

**IMPROPER CONDUCT**

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

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

<b>1<sup>st</sup> time</b>	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.
<b>2<sup>nd</sup> time</b>	Letter of Reprimand. Copy placed in Personnel file
<b>3<sup>rd</sup> time</b>	Suspension for 2 days
<b>4<sup>th</sup> time</b>	Termination

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

<b>1<sup>st</sup> &amp; 2<sup>nd</sup> time</b>	<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>
<b>3<sup>rd</sup> time</b>	Reimbursement and Termination.

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

<b>1<sup>st</sup> time</b>	Suspension pending investigation. Reinstatement or Termination based on evaluation of the incident.
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**UNAUTHORIZED VISITS OR VISITORS ON THE JOB**

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

**FAILURE TO MAINTAIN GOOD PERSONAL HYGIENE**

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

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

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

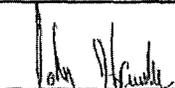
**Letter of Reprimand** An Official Letter detailing the violation and actions to be taken. The employee will be required to read and acknowledge receipt of a Letter of Reprimand.

**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 Harinke  
Vice President, USMS Operations

March 14, 2008

Sites: Houston, Galveston, TX				
Position	Current	Effective 10/1/2011	Effective 10/1/2012	Effective 10/1/2013
Court Security Officer	\$24.91	\$25.63	\$26.27	\$26.87
Lead Court Security Officer	\$25.91	\$26.63	\$27.27	\$27.87
Senior Lead Court Security Officer	\$26.91	\$27.63	\$28.27	\$28.87

Sites: Corpus Christi, Victoria, TX				
Position	Current	Effective 10/1/2011	Effective 10/1/2012	Effective 10/1/2013
Court Security Officer	\$26.08	\$26.34	\$26.60	\$26.87
Lead Court Security Officer	\$27.08	\$27.34	\$27.60	\$27.87

Sites: Laredo, Bownsville, McAllen, TX				
Position	Current	Effective 10/1/2011	Effective 10/1/2012	Effective 10/1/2013
Court Security Officer	\$21.18	\$21.71	\$22.25	\$22.81
Lead Court Security Officer	\$22.18	\$22.71	\$23.25	\$23.81

Health and Welfare	Amount
Current	\$3.61
Effective 10/1/11	\$3.75
Effective 10/1/12	\$3.86
Effective 10/1/13	\$3.95

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

Enclosure (2)