

Collective Bargaining Agreement

between

WALDEN SECURITY

and the

Professional Association of Court Security Officers
Southern District of Texas
(PACSO-S/TX)

PREAMBLE

THIS AGREEMENT is made and entered by and between WALDEN SECURITY, a Tennessee corporation, hereinafter referred to as the "Company," and Professional Association of Court Security Officers, Southern District of Texas (PACSO-S/TX), hereinafter referred to as the "Association."

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ARTICLE 1 – GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

a. This agreement is entered into between Walden Security and Professional Association of Court Security Officers, Southern District of Texas (“Association”). The Company recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

b. The unit is defined as all full-time and shared-time position Court Security Officers (CSOs) and Lead Court Security Officers (LCSOs) employed by the Company in the 5th Judicial Circuit, Southern District of Texas in the Cities of Houston, Galveston, Victoria, Corpus Christi, Laredo, Brownsville and McAllen excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act. **Members of the bargaining unit are hereafter referred to as “Bargaining Unit Employees.”**

c. This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.

SECTION 1.2 DEFINITIONS/CLASSIFICATION

a. The term “Employee” when used in this agreement shall refer to the Employees in the bargaining unit described in this Agreement.

b. A full-time Employee is defined as a single Employee filling a full-time position and shall normally be scheduled up to a 40-hour work week.

c. A shared-time Employee is defined as a single Employee filling a shared-time position. CSO personnel assigned to shared-time positions are considered part-time employees as defined by the DOL and shall be entitled to prorated benefits based on DOL rules under the SCA.

SECTION 1.3 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee selected by the Association to represent the Employees in collective bargaining negotiations. The committee may be comprised of up to three members and one alternate from the Association. The Association will provide the names of individuals to the Company prior to the negotiations.

SECTION 1.4 STEWARD SYSTEM

a. The Company agrees to recognize a steward system.

b. The Association agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the grievance procedure as outlined in this Agreement.

c. Aggrieved Employees and Association representatives will be paid their regular rate of pay for time spent in grievance-related meetings with management only during scheduled working hours. The aggrieved Employee will not be paid for time spent investigating grievances, preparing grievance documents, or for any time spent outside of meeting with management.

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

SECTION 1.6 DUES CHECKOFF

a. The Company agrees to deduct dues as designated by the Association on a per monthly basis from the second paycheck of each member of the **Union Association**. These deductions will be made only upon written authorization from the Employee on a form provided by the **Union Association**. The Employee, upon thirty (30) days written notice served upon the Company and the **Union Association**, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The **Union Association** will advise the Company as to the dollar amount of the **Union Association** membership dues.

b. The Company will remit all such deductions to the Association representative within ten (10) business days from the date that the deduction was made, via ACH direct deposit, if possible. All costs related to direct deposit will be borne by the Association. The Association agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Association representative with a deduction list, setting forth the name and amount of dues, within ten (10) business days of each remittance. The Association 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 paid over to the **Union Association**. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Association as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

c. All parties agree that the Company's responsibility under this Article terminates upon the expiration of this collective bargaining agreement.

SECTION 1.7 INTENT OF PARTIES

The Association and the Company agree to work sincerely and wholeheartedly in that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Association and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Association, their representatives, 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 Association.

SECTION 1.8 ANTI-DISCRIMINATION

Neither the Company nor the Association will discriminate against any Employee because of race, color, religion, sex, age, national origin, Veterans status, disability or other protected reason. The Company and the Association recognize the objective of providing equal employment opportunities for all people is consistent with Company and Association philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2 – SENIORITY

SECTION 2.1 ASSOCIATION SENIORITY DEFINED

a. Association seniority shall be the length of continuous service from the Employee's last date of hire as a full or shared-time CSO or LCSO including any member assigned to the Courts, U.S. Probation Offices, and U.S. Attorney's Offices for the Company, past or present and/or any predecessor Company. Seniority shall not accrue until the Employee has successfully completed the probationary period, at which time the Seniority date will revert to date of hire. Seniority shall be applicable in determining the filling of vacancies, order of layoff and recall, vacation schedules, holidays, extra work, overtime and other matters as provided for in this Agreement.

b. For the purposes of vacation schedules, extra work, overtime and filling vacancies Association seniority shall be defined as seniority within the Employee's regular work site.

c. Any Employee who is granted an approved leave of absence will retain all seniority rights.

SECTION 2.2 SENIORITY LISTS

Upon request by the Company, the Association using service credit information supplied by the Company will provide a seniority list to the Company.

SECTION 2.3 PERSONAL DATA

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

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) consecutive weeks shall lose their Association seniority, unless extended by mutual agreement between the Company and the Association. If they return to the bargaining unit at a later date their Association seniority will start on that return date.

SECTION 2.5 PROBATIONARY EMPLOYEES

a. Probationary Employees will be considered probationary for a ninety (90) calendar day period after their hire date. Company reserves the right to decide issues relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

b. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The probationary period can be extended by mutual agreement between the Company and the Association.

SECTION 2.6 TERMINATION OF SENIORITY

The 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 Company;
- d. The Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e. The U.S. Government revokes the Employee's credentials as a CSO. In the event the revocation is reversed and the employee is re-credentialed by the U.S. Government, then his/her seniority is reinstated;
- f. The Employee is permanently transferred out of the bargaining unit under and subject to Section 2.4 above;
- g. The Employee accepts a position outside of the bargaining unit and does not return to the bargaining unit for a period of 180 days.

ARTICLE 3 – JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

a. If a vacancy occurs in a full time or shared-time position covered by this Agreement or a new position is added and the Company chooses to fill the position, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays) at all locations within the District and on the Company's web site. At the end of the 5-day notice, the Company will submit the name of a transfer or a new applicant packet to USMS. In

the event of a transfer which will create a subsequent vacancy, the Company will fill the subsequent vacancy with a transfer or a new applicant packet without issuing another 5-day notice.

b. When a vacancy occurs, the Company will fill the position with the most senior Employee who has applied for the position in writing and will be trained (if required) to fill any necessary special qualifications for the new position. **In these situations, seniority is defined as assignment to that particular building or site.** This provision does not apply to Lead Court Security Officer vacancies. Transfers from USMS Court positions to SSO positions or vice versa shall be irreversible for a minimum of 365 days before attempting to transfer back.

c. Once an Employee has submitted a bid for a vacancy that bid may not be withdrawn unless agreed upon by the Company and the Association.

d. The Employee having gone through the Association's job bidding process and identified as the most senior Employee to fill the vacancy will be placed into the vacant position. **In these situations, seniority is defined as assignment to that particular building or site.** This Employee filling the vacant position cannot submit a bid request for his/her previous position for at least 180 days after leaving the position.

SECTION 3.2 LAYOFF, REDUCED POSITIONS, REDUCED HOURS OF WORK, AND RECALL

a. In the event of layoffs, reduction of positions and recall, when full-time or shared-time positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, then all reductions shall be made in reverse seniority order and starting with the last hired. Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first and so on.

b. In the event of a reduction in work hours, the Company will reduce the amount of hours equally among full-time and share-time Employees. The Company will provide the Association with as much advance notice as possible.

SECTION 3.3 TEMPORARY ASSIGNMENTS

a. In the interest of maintaining continuous operations, the Company may temporarily assign an Employee to a vacant or new position or assign an Employee to 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 and its Appendices. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification and shall not exceed 90 days per Employee, this may be extended with an agreement between the Company and the Association. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

b. Employees involuntarily assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which the Employee is being transferred (providing that the Company is the Company on the site to which the Employee is being transferred), or their regular hourly wage they receive at their regular site under this Agreement.

SECTION 3.4 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If the Company determines Employees are equally qualified, seniority will prevail.

ARTICLE 4 – MANAGEMENT’S RETAINED RIGHTS

SECTION 4.1 ENUMERATED RIGHTS

The Company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservations of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstanding or grievances in the future, to specify by way of illustration and without limitation some of the rights reserved to the Company, which it may exercise in its sole discretion and which might otherwise be a source of potential controversy, ~~these rights being including the right to:~~

- a. Hire;
- b. Assign work and schedule;
- c. Promote, demote;
- d. Discharge, discipline, or suspend;
- e. Determine the size and composition of the workforce, including the number of, if any, employees assigned to any particular shift and the number of full-time and shared-time employees;
- f. Make and enforce work rules not inconsistent with the provisions of this agreement;
- g. Require Employees to observe Company rules and regulations;
- h. Determine whether an employee may take unpaid leave when all forms of paid leave have been exhausted;
- i. Determine the qualifications of an Employee to perform work;
- j. ~~The right to d~~Determine, direct, and change the work operations and work force of the Company;
- k. ~~The right to e~~Ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed;
- l. ~~The right to d~~Determine the type and quantity of machines, equipment, and supplies to be used and the purchase, control, and use of all materials, equipment, and supplies that are purchased, used, or handled by the Company;
- m. ~~The right to s~~Sell, lease, shut down, or otherwise dispose of all or part of the Company's assets or business operations;
- n. ~~The right to i~~Introduce changes in the methods of operations, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate unit jobs;

o. ~~The right to e~~ Establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company;

p. ~~The right to s~~ Schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime.

SECTION 4.2 RETAINED RIGHTS

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5 – GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation of this Agreement, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government or revocation of required CSO credentials by the USMS provision for the removal of Contractor employees in Section H-9 of the Contract or its successor between the U.S. Marshals Service, U.S. Attorney's Office, members of the Judiciary and Walden Security. Upon written request, the Company will provide the Association, in a timely manner, with all information concerning the removal that the Company may legally release, and will provide the Association with any relevant information concerning the proper Government point of contact and their contact data. If the U.S. Government decides that an Employee shall be removed then that decision is final and cannot be grieved. In addition, the grievance procedures outlined herein shall not apply where the Company is acting under express directives of the U.S. Government.

SECTION 5.2 GENERAL PROVISIONS

a. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall mean "working" days and not include Saturdays, Sundays or holidays when used in this Article.

b. Should the Company or the Association fail to comply with the time limits for responding to a grievance as set forth in this Article, the grievance is to be considered denied. Should the Association fail to comply with the time limits for initiating or advancing a grievance, the grievance shall be considered withdrawn.

c. Upon a written request, an Employee may schedule a time through the Company's Federal Services Division's Human Resource personnel to view their personnel file.

SECTION 5.3 GRIEVANCE PROCEDURE

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

a. Informal Step - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Association agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within ten (10) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within ten (10) working days of the Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action will be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Association representative may be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.

b. Step One - If the matter is not resolved informally, the Employee shall, not later than five (5) working days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the Association representative, and shall be submitted to the Contract Manager or designee. The Contract Manager or designee shall have five (5) working days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the Association representative. If the grievance involves the District Supervisor or Contract Manager then Step One shall be submitted to the next person in the chain of command as designated by the Company.

c. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's VP, Federal Services Division or designee not later than ten (10) working days from the denial by the Contract Manager or designee. The VP, Federal Services Division or designee will have ten (10) working days from the date the grievance was presented to return a decision, in writing, with a copy provided to the aggrieved Employee and the Association representative.

d. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the District Supervisor within ten (10) working days after the issuance of discipline. Any disciplinary action that directs a suspension, loss of wages and/or benefits or termination shall be in writing.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Association, giving the Company's VP of Federal Services Division written notice of its desire to proceed to arbitration not later than fifteen (15) working days after rejection of the grievance in Step Two. Failure to meet the timeframes in Section 5.3 by either party will make grievance ineligible for arbitration.

a. Selection of an Arbitrator - Within fifteen (15) working days of receipt of the Association's written notice to proceed with arbitration, the Company and the Association will meet telephonically to jointly attempt to agree

upon the selection of a neutral arbitrator. If, within the fifteen (15) working days, the parties fail to agree upon the selection of an arbitrator, the Association will request Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

b. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

c. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing rooms, shall be paid by the non-prevailing party. Each party to the arbitration will be responsible for their own expenses and compensations incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6 – DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause.

a. The Company's contract with the U.S. Government sets out performance standards for the CSOs in Section C of the Contract between the Company and the USMS. All Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the U.S. Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directives issued by the Government. ~~The Company agrees to conduct investigations in compliance with accepted procedures.~~

b. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards. 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, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures

will result in dismissal. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS contractual rights. The Employee may request, in writing, to the District Supervisor, that any disciplinary action not resulting in suspension may be considered for removal from the Employee's file after 6 months, provided that no violations of the same type have occurred and that no more than one violation of any type has occurred.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

a. For the purposes of this Article, a regular workweek for a full-time position/full-time employee shall normally be up to 40 hours. Shifts shall be scheduled at the discretion of the Company to fulfill the needs of the U.S. Government.

b. The CSOs may exchange shifts and/or days off, when necessary after agreement by the affected CSOs and 24 hour notification to the District Supervisor or his/her designee.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime (i.e., over forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

Subject to the exception in Section 7.3, the Company will make a reasonable effort to offer overtime by seniority on a rotating basis and to distribute overtime as equitably and fairly as is practical among Employees. The Company and the Association will monitor this policy. Extra work shall be defined as work performed for an agency other than the USMS.

SECTION 7.5 REST/MEAL 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. One rest period shall be taken in the first half of the shift and the second rest period shall be taken in the last half of the shift. In addition, meal breaks are required for any scheduled shift exceeding four (4) hours. Rest breaks will not be combined and taken in conjunction with a meal break. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks. If so, they will be afforded

another lunch period or compensated at the appropriate rate of pay if another lunch period is not feasible. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.6 CALL IN PAY

An Employee called into work will be guaranteed a minimum of two (2) hours of work, or if two (2) hours of work is not available, will be paid for a minimum of two (2) hours of wages. Call in is defined as anytime a CSO is required or called to report to duty for any business and is not notified not to come in. An exception to this section is found in Section 7.7 below concerning courthouse closure.

SECTION 7.7 COURTHOUSE CLOSURE

The Company recognizes the fact 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 and may use personal leave, vacation days, floating holiday or leave without pay. In addition, if employees are not previously notified of the closure and arrive for their shift, they will be paid at their normal rate of pay for two (2) hours.

ARTICLE 8 – WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

a. The Company agrees to provide employees with compensation and fringe benefits as required by the McNamara-O'Hara Service Contract Act and other applicable laws, including but not limited to the Family Medical Leave Act of 1993 and the Uniformed Services Employment and Reemployment Rights Act of 1994.

b. The base rate of pay for CSOs in all locations are described in Appendix A of this Agreement.

SECTION 8.2 PAYDAY

Payday for all Employees will be on Friday following the two (2) week pay period. The Company may require the use of direct deposit, except where precluded by law.

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error involving eight (8) hours of pay or more will be corrected and paid within five (5) working days of the day the error was brought to the attention of the Company.

SECTION 8.4 LEAD CSO RATES

a. If additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid the LCSO wage. In the case where there are multiple LCSO wages, the additional LCSO will be paid at the lowest LCSO wage for the site or location where they are assigned.

b. LCSO rate of pay shall also be paid to Employees for hours worked as a weapons instructor.

c. Employees temporarily assigned to LCSO duties will receive LCSO rate of pay for that time in compliance with the Statement of Work.

ARTICLE 9 - HOLIDAY

SECTION 9.1 HOLIDAYS DEFINED

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

New Year's Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Birthday
Memorial Day	Presidents Day
*Floating Holiday #1	**Floating Holiday #2

* May be taken any time in the first six months of the contract year (i.e., October 1—September 30)

** May be taken anytime in the second six months of the contract year (i.e., October 1—September 30).

The second floating holiday will be effective in the second and third years (i.e., October 1, 2017 and October 1, 2018, respectively) of this agreement.

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

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

a. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.

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 straight time rate as described in (a.) above.

c. Employees assigned to work Christmas and Thanksgiving will receive time and a half plus the eight (8) hours holiday pay.

d. A shared-time position Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period in which the holiday occurs. Proration is based on available full-time hours worked during the pay period. Shared-time Employees will receive a minimum of 4 hours of holiday pay. All Employees shall be paid a minimum of 8 hours holiday pay for Christmas and Thanksgiving.

e. Any shared-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 (8) hours holiday pay at the straight time rate, exclusive of any shift premium for that holiday.

f. In the event the holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the holiday. ~~Employees scheduled off on the U.S. Government designated holiday, who work the actual holiday, shall receive holiday pay per above.~~

SECTION 9.3 HOLIDAY PAY CALCULATIONS

Holiday pay, ~~including floating holidays,~~ for shared-time employees shall be calculated according to the following formula:

(A) Hours worked (during the two week pay period that the holiday falls in)	(A) / 72* = (B) *All holidays are excluded from the available hours worked	(B) x 8 hours (Holiday Pay authorized to full-time CSOs) = (C)	(C) Shared-time Employee holiday pay authorization
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ARTICLE 10 – VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

a. Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service on the contract with the present Company and all prior ~~C~~companies (based on the Employee's anniversary date of employment as a CSO, LCSO) at their individual hourly rate of pay.

b. Vacation bidding for full-time employees will take place starting November 1st of each year for the following January calendar year. Requests shall be given to the District Supervisor. Vacation will be granted based on seniority and after the conclusion of the bidding process. Vacations requiring more than two (2) weeks may be approved with advanced notice. A copy of the leave slip reflecting approval or disapproval will be provided to the employee.

SECTION 10.2 ELIGIBLE SHARED-TIME EMPLOYEES

a. Eligible shared-time Employees shall be entitled to pro-rated vacation based on the number of hours worked in the previous year and the Employee's anniversary date as shown by this calculation formula.

Vacation calculation for shared-time CSOs:

(A) Hours worked (during year prior to seniority date)	(A) / 1903* = (B) *or current USMS authorization	(B) x (vacation authorization for full-time CSOs) = (C)	(C) Shared-time Employee vacation authorization
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b. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared-time Employee, shall receive prorated vacation benefits for that year using the same calculation.

SECTION 10.3 SCHEDULING VACATIONS

Employees who cash out vacation time are not entitled to participate in the vacation selection process.

SECTION 10.4 UNUSED VACATION

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

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Requested earned vacation pay will be paid in the next pay period up to a maximum of 40 hours. Nothing herein precludes an Employee from requesting pay for earned vacation to be paid in consecutive pay periods. Health and Welfare, uniform and pension (if applicable) are only paid up to 40 hours per work week.

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, employees will be paid at their individual hourly rate any vacation time earned as of their last seniority date, but not used, as entitled by the Service Contract Act.

SECTION 10.7 VACATION INCREMENTS

Vacation must be taken in no less than four (4) hour increments.

ARTICLE 11 – LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Leaves of absence for non-medical emergencies may be granted at the sole discretion of the Company 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 Company. An Employee on any unpaid leave of absence will be required to use available personal leave and vacation time and floating holidays in full before beginning the unpaid leave. Length of service with the Company shall not accrue for purposes of vacation, holiday, or other accrued benefits. Vacation and other accrued benefits shall not accrue for any unpaid leave of absence exceeding thirty (30) days. The Company will make every reasonable effort to maintain an Employee's position while on an unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Company.

SECTION 11.2 FAMILY MEDICAL LEAVE ACT (FMLA)

- a. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- b. The Company agrees to honor the FMLA for all incumbent Employees.
- c. New hire employees are entitled to FMLA after working 1,200 hours and twelve (12) months of continuous service on the contract.
- d. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Company. Upon the expiration of said leave, the employee shall furnish the Company with a completed fit for duty medical evaluation (i.e., Form CSO 012 [Request to Reevaluate Court Security Officer's Medical Qualification]), conducted and signed by a certified licensed physician, which establishes the fitness of the Employee to return to the Employee's previously held work. The Company will not be responsible for any costs incurred related to fit-for-duty medical examinations. 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 unless an extended leave of absence is approved by the Company.
- e. If the Employee files for medical leave on false pretext or works for another Company without pre-authorization from the Company, the Employee will be removed from the CSO program and from employment with the Company.
- f. Employees must use all personal leave, vacation time and floating holidays while on approved FMLA leave.

SECTION 11.3 MEDICAL LEAVE OF ABSENCE

An employee of the Company who is removed from the contract pending or as a result of the medical review authorities' qualification determination will be placed on unpaid medical leave of

absence. Employees are not required to use **personal leave**, vacation **time** and **floating holidays** while on directed medical leave of absence.

SECTION 11.4 MILITARY LEAVE

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

SECTION 11.5 ASSOCIATION LEAVE

An Association Official and one delegate may be granted an unpaid Association leave of absence upon written request up to a maximum of five (5) days per contract year for the purpose of attending Association board meetings, conventions or other such meetings of vital interest to the Association as long as staffing requirements permit. More time may be granted upon mutual agreement of the Company and the Association.

SECTION 11.6 PERSONAL/SICK LEAVE

Employees shall be eligible to use the maximum number of personal leave hours during the contract year as allocated in accordance with Appendix A.

a. Full-time CSOs: Full-time CSOs shall be eligible to use the maximum number of personal leave hours during the contract year as allocated in accordance with Appendix A. Personal days shall be used in no less than two (2) hour increments up to a maximum of hours accrued based on the following accrual table. Personal days shall be paid when taken by the Employee as approved in advance by the District Supervisor.

RATE OF PERSONAL/SICK LEAVE ELIGIBLE FOR USE

This table is based on an allocation of **9** personal/sick leave days.

	FULL-TIME	SHARED TIME
October 1-31	6.00	See paragraph 11.6.b. below
November 1-30	12.00	
December 1-31	18.00	
January 1-31	24.00	
February 1-28/29	30.00	
March 1-31	36.00	
April 1-30	42.00	
May 1-31	48.00	
June 1-30	54.00	

July 1-31	60.00	
August 1-31	66.00	
September 1-30	72.00	

b. Shared-time CSOs: Shared-time CSOs shall receive pro-rated benefits based on the number of actual hours worked in the previous year based on contract date according to the table below. Total authorization of pro-rated benefits will be accrued on a monthly basis in 12 equal increments. Personal days shall be used in no less than two (2) hour increments up to the maximum “real-time” accrued amount.

(A) Hours worked (during year prior to contract date)	(A) / 1903* = (B) *or current USMS authorization	(B) x 72 hours = (C)	(C) Shared-time Employee personal leave authorization
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c. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.

d. Upon termination of employment, Employees will be paid at their individual hourly rate for any unused, earned personal leave, prorated using the number of actual hours the Employee worked during that contract year. The accrual formula for personal leave is provided above in Section 11.6.b.

SECTION 11.7 PROCESSING UNPAID LEAVES OF ABSENCE

The Company 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 to the District Supervisor at least seven (7) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:

1. The reasons for such leave;
2. The effective dates of such leave;
3. The estimated date of return to work.

b. The Company will respond to the request within five (5) working days.

c. A copy of the leave of absence will be given to the Employee involved.

d. Extensions of the leave of absence may be granted at the sole discretion of the Company, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days unless approved by the Company.

e. Employees must use all personal leave and vacation time and floating holiday prior to being granted LWOP.

SECTION 11.8 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.9 JURY DUTY

a. The Company will comply with all State and Federal regulations regarding Employees' service for jury duty.

b. If an Employee is called for jury duty, upon written notice that the employee has served, the Company shall reimburse employee up to three (3) days for each contract year, less all jury pay collected for serving, at a regular straight time pay. The Employee must provide documentation for all jury pay collected for serving.

c. If any Employee is called as a witness to a crime on the facility, then the Employee shall be compensated for all time lost.

d. The Employee must inform the Company in writing immediately upon receipt of a notice to report for jury service. The Company reserves the right to request an exemption.

SECTION 11.10 BEREAVEMENT LEAVE

a. If it is necessary for an Employee to lose time from work because of death in the immediate family, the Employee shall be entitled to three (3) days paid leave of absence per occurrence up to a maximum of three (3) occurrences per contract year, at his or her straight-time rate of pay. Should this occurrence require travel of more than 250 miles one way, the Employee shall be entitled to five (5) days of paid leave of absence per occurrence. No Employee may take a total of more than fifteen (15) paid days of bereavement leave per year.

b. Immediate family is defined to mean an Employee's spouse, recognized spouse, parents, step-parents, siblings, child (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt and uncle.

c. The Company may require proof of the death for which an employee requests a paid leave.

SECTION 11.11 ABSENTEEISM FROM DUTY

When an Employee fails to report for duty or to call the appropriate LCSO four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show." In the event an emergency prevents an Employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate LCSO as soon as possible and explain the failure to report for duty. Explanations are subject to verification where permissible by

federal, state or local law. The final characterization of the absenteeism will be determined by the District Supervisor.

ARTICLE 12 – BENEFITS

SECTION 12.1 HEALTH AND WELFARE

a. For the life term of this Agreement, the Company will make health and welfare payments to Employees on all hours paid up to 40 hours per week and a maximum total of 2080 hours per year at the rates reflected in Appendix A.

b. For the term of this agreement, the Company and the Association agree that the Company will make a contribution of all H&W monies to a third party administrator to be applied to a benefits program on behalf of each Employee. The Association-B benefits P program shall be referred to as the Plan for the purposes of this Agreement. The H&W contributions shall be set by the Agreement between the parties and will be paid on all hours paid up to a maximum of 40 hours per week and 2080 hours per year.

c. All Employees will be enrolled into the program Plan. There is no Plan waiver option. Any Employee who does not allocate or direct the funds in the p Plan will have the funds placed into the default 401k fund as directed by the Plan Trustee.

d. The Plan will comply with all applicable laws. The Plan will offer various benefits as outlined below which shall be selected by each individual participant. The Plan shall contain, at a minimum the following features.

1. 401k plan with at least 10 different investment selections
2. Supplemental medical, dental and vision plans.
3. Long term and Short term disability - available subject to participation.
4. Commuter Reimbursement Program (where allowed by law).

The Company will:

1. Ensure all Employees are automatically enrolled in the plan on the first of the month following their first pay day.
2. Ensure each Employee receives the information to facilitate the allocation of their funds.
3. Notify the Association prior to making any Plan changes.
4. Have the final say in and complete discretion over all benefits to be included in the Plan, and any changes thereto.

On behalf of the Employees, the Association agrees to the following:

1. No Employee covered by this Agreement may refuse to participate in the Plan. Refusal to sign any documents will not prevent an Employee's funds from being

placed into the Plan.

2. If an Employee fails to make an election, the Employee shall be deemed to have selected the entirety of his H&W funds to be placed in their 401k plan.

These terms apply to any successor to this Agreement.

SECTION 12.2 UNIFORM MAINTENANCE

The Company will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. Uniform maintenance allowance payments may not be used to fund plan benefits. This term applies to any successor to this Agreement.

SECTION 12.3 UNIFORMS

a. The Company will facilitate the purchase and issue of CSO uniforms in accordance with the terms of the contract with the USMS.

b. The Company will provide any additional items for each Employee as is authorized in writing and funded by the USMS.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

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

SECTION 13.2 PHYSICAL EXAMINATIONS

a. Biennial Physical/Medical Examinations: The Company shall pay for any biennial physical/medical examinations. The Company has the right to choose the physician who will perform the physical/medical exam.

b. Follow-Up Medical Examinations and Procedures: The Employee shall pay for the first \$500.00 (biennial cap) for any medical follow-up examination(s) or procedure(s) that are required by the Company and/or the USMS. The Company shall reimburse the Employee for that portion of the costs of any Company-approved medical follow-up exam(s) or procedure(s) exceeding \$500.00 that are required by the Company and/or the USMS. The Company has the right to choose the medical provider who will perform the follow-up medical exam or procedure

and the Employee must obtain the Company's pre-approval for the exam or procedure in order to receive reimbursement.

c. Out of Cycle Medical Examinations – In compliance with the USMS contract, should the Employee be directed by the Company and/or the USMS to attend an out of cycle medical examination, the Employee will be compensated for any such attendance in accordance with Section 13.2.e and the Company shall reimburse the Employee for the cost of such examination. The Company has the right to choose the medical provider who will perform the examination and the Employee must obtain the Company's pre-approval for the examination in order to receive reimbursement.

d. Employees must pass the physical exam prescribed by the Company's contract with the USMS, or be on deferred status pending clarification, in order to be employed and to maintain employment.

e. The Company will pay for the time required for the Employee to take the required basic biennial physical exams. Time for any basic biennial physical exams requiring more than two (2) hours must be pre-approved by the District Supervisor. If the appointment will exceed two (2) hours, the Employee shall call the District Supervisor or designee to inform the Company of the delay and request approval for additional time.

f. Employees are required to meet the Company's timeline in completing all requirements stated in the MRF. Failure to meet these requirements and timeline is considered non-compliance and Employees are subject to disciplinary action including termination from performing on the contract.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide reimbursement payments for Company authorized and approved travel expenses. Any workday that includes travel and totals over twelve (12) hours may require the Employee to stay overnight; the appropriate meal and incidental expenses and lodging expenses will be paid. All hours in travel up to a maximum of eight (8) hours per day will be counted as work hours with the applicable overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day the Company receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Company will make its best effort to obtain from the U.S. Government break rooms for CSOs for breaks and lunch, without management using the room as an office, and will make its best 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 13.5 LOCKERS

The Company will make its best effort to obtain lockers from the U.S. Government for the use of

the CSOs. The company agrees to make every reasonable effort to support the Associations request for separate lockers/changing facilities. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 ASSOCIATION MEETINGS

Neither Association officials nor Association members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Association business, or conduct any Association activity other than the handling of grievances as described in this Agreement. No Employee may leave their post under any circumstances, unless there is appropriate supervisory approval and until properly relieved.

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~~ **which** is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Association to participate in any locally scheduled safety meetings.

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 workstation or break room to the appropriate authority.

ARTICLE 15 – CONTINUITY OF OPERATIONS

SECTION 15.1 NO STRIKES

a. Both the Company and the Association agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Association and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines or slowdowns during the term of this Agreement.

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

SECTION 15.2 LOCKOUTS

During the life of this Agreement, the Company shall not lockout any Employees covered in this Agreement.

ARTICLE 16 – 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 U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17 – ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the Association shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 18 – DURATION

The economic provisions of this agreement shall be effective from October 1, 2019 through September 30, 2022. This agreement supersedes any and all prior agreements or understandings between the parties. The noneconomic provisions of this agreement shall be effective on the date this agreement is authenticated.

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: _____

Name (Print)

Title: _____

Date: _____

FOR: WALDEN SECURITY

By: _____

Name (Print)

Title: _____

Date: _____

Appendix A to Walden Security / PACSO-STX Collective Bargaining Agreement (FY20-22)

CIR	DIST	CITY	FY2020 (October 1, 2019 - September 30, 2020)								
			CSO	LCSO	SLCSO	Health & Welfare	Uniform Allowance	Vacation	Personal Lv (Days)	Holiday (Days)	Shoe Allowance
5th	S/TX	Houston	\$30.12	\$33.13	\$35.07	Per current FY DOL WD.	\$0.25	See note below.	9	10	\$75.00
		Galveston									
		Corpus Christi									
		Victoria									
		Laredo	\$25.58	\$28.15							
		Brownsville									
McAllen											

CIR	DIST	CITY	FY2021 (October 1, 2020 - September 30, 2021)								
			CSO	LCSO	SLCSO	Health & Welfare	Uniform Allowance	Vacation	Personal Lv (Days)	Holiday (Days)	Shoe Allowance
5th	S/TX	Houston	\$30.57	\$33.63	\$35.59	Per current FY DOL WD.	\$0.25	See note below.	9	10	\$75.00
		Galveston									
		Corpus Christi									
		Victoria									
		Laredo	\$25.96	\$28.57							
		Brownsville									
McAllen											

CIR	DIST	CITY	FY2022 (October 1, 2021 - September 30, 2022)								
			CSO	LCSO	SLCSO	Health & Welfare	Uniform Allowance	Vacation	Personal Lv (Days)	Holiday (Days)	Shoe Allowance
5th	S/TX	Houston	\$31.03	\$34.13	\$36.13	Per current FY DOL WD.	\$0.25	See note below.	9	10	\$75.00
		Galveston									
		Corpus Christi									
		Victoria									
		Laredo	\$26.35	\$29.00							
		Brownsville									
McAllen											

Notes:	Vacation is accrued upon completion of the following years of service: 1 yr (96 hours); 5 yrs. (136 hours); 10 yrs. (176 hours); 15 yrs. (216 hours)
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