Collective Bargaining Agreement

between

WALDEN SECURITY

and the

UNITED STATES COURT SECURITY OFFICERS (USCSO)

4th Circuit

PREAMBLE

THIS AGREEMENT is made and entered by and between WALDEN SECURITY, a Tennessee corporation, hereinafter referred to as the "Company," and UNITED STATES COURT SECURITY OFFICERS (USCSO), hereinafter referred to as the "Union."

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ARTICLE 1 - GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

a. This agreement is entered into between Walden Security (Company) and USCSO (Union). The Company recognizes the Union as the sole and exclusive bargaining representative of the bargaining unit 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); Lead Court Security Officers (LCSOs); Senior Lead Court Security Officers (SLCSOs), Special Security Officers (SSOs); Lead Special Security Officers (LSSOs) and Senior Lead Special Security Officers (SLSSOs) (collectively, Employees) employed by the Company in: Baltimore and Greenbelt in the District of Maryland; Alexandria, Manassas, Norfolk, Newport News and Richmond in the Eastern District of Virginia; Durham, Greensboro and Winston Salem in the Middle District of North Carolina; Columbia, Florence, Charleston and Greenville in the District of South Carolina; Clarksburg, Elkins, Martinsburg and Wheeling in the Northern District of West Virginia; Asheville, Charlotte and Statesville in the Western District of North Carolina; Abingdon, Big Stone Gap, Charlottesville, Danville, Harrisonburg, Lynchburg and Roanoke in the Western District of Virginia. All other employees including managers, supervisors, confidential employees, office clerical employees and professional employees as defined in the National Labor Relations Act are excluded from this bargaining unit.

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 position 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 Union to represent the Employees in collective bargaining negotiations. The committee may be comprised of the President or his designee and usually one (l) member from each District. The Union 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 Union 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 Union 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 UNION SECURITY (Excluding Right to Work States)

a. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Association for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Association.

b. An Employee who is not a member of the Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or upon completion of the probationary period either:

1. Become a member of the Union and remain a member; or

2. Pay the Union a service fee. The amount of this service fee shall be a percentage of chargeable against non-chargeable items. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

3. 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, instead of the above, be allowed to make payments in amounts equal to the agency fee, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). 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 proof to the Union that the charitable contributions have been made.

c. The failure of any Employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect and proof thereof and to the further effect that Union membership was available to such Employee on the same terms and conditions generally available to other members, to forthwith discharge such Employee. Further, the failure of any Employee to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect and proof thereof, obligate the Company to discharge such Employee.

d. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Company and the Union will confer regarding the Company’s obligation under this Article, and for the duration of the dispute any amounts collected by the Company pursuant to Section 1.7 shall be placed in escrow. The Union agrees to save and hold the Company harmless from any and all claims, actions, suits, damages, or costs, including any reasonable attorney’s fees incurred by the Company, 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 1.7 DUES CHECKOFF

a. The Company agrees to deduct dues as designated by the Union on a per monthly basis from the second 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 thirty (30) days written notice served upon the Company and the Union, may revoke such authorization. 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 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 Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within ten (10) business days of 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. The Union assumes full responsibility of the dispositions of the funds so deducted, once they are paid over 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, provided such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union 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 Union 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 Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in the Company's employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

SECTION 1.9 ANTI-DISCRIMINATION

Neither the Company nor the Union 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 Union recognize the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2 – SENIORITY

SECTION 2.1 UNION SENIORITY DEFINED

a. Union Seniority shall be the length of continuous service from the Employee's last date of hire in a district's unit as a full or shared-time CSO, LCSO, SSO, LSSO 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. Contract Seniority shall be the length of continuous service from the earlier of the Employee's initial date of hire as a full or shared-time CSO, LCSO, SSO, or LSSO (including any member assigned to the Courts, U.S. Probation Officers, and U.S. Attorney's Offices) by the Company or any predecessor Company. Neither Contract nor Union Seniority shall accrue until the Employee has successfully completed the probationary period, at which time the Seniority date will revert to date of hire. Union Seniority shall be applicable in determining the filling of vacancies, order of layoff and recall, vacation schedules, holidays, extra work, overtime, shift bidding (where it exists) and other matters as provided for in this Agreement.

b. Union Seniority for employees transferring from a circuit or district to another circuit or district within the Company or from a different company will begin on the effective date of the transfer.

c. For the purposes of vacation schedules, extra work, shift bidding and overtime, Union Seniority shall be defined as district seniority within the Employee's regular work site.

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

SECTION 2.2 CONTRACT SENIORITY LISTS

The Company will provide the Union with a Contract Seniority list when requested by the Union.

SECTION 2.3 PERSONAL DATA

Employees shall notify the District Supervisor and Company in writing, on the company provided form, of their proper mailing address, email 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 and provide same to Union upon request.

SECTION 2.4 TRANSFER OUT OF UNIT

Any bargaining unit employee who is promoted to a non-bargaining unit position for more than 180 days shall lose his/her Union Seniority. If the Employee returns to the bargaining unit less than 180 days later he/she shall regain his/her Union Seniority date, excluding the time in the non-bargaining unit position upon completion of 365 days back in the bargaining unit. This can happen one time only.

SECTION 2.5 PROBATIONARY EMPLOYEES

a. Probationary Employees will be considered probationary for a sixty (60) calendar day period after their hire date. The 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 Union.

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. 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, who will be trained (if required) to fill any necessary special qualifications for the new position. 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 Union.

d. The Employee having gone through the job bidding process and identified as the most senior Employee to fill the vacancy will be placed into the vacant position. 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, 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 any reduction in work hours, absent agreement with the Union on a local basis to a different method, unless the Company and the Union agree to a different method, the Company will reduce the amount of shared-time hours first, followed by the hours of full-time CSOs in reverse seniority order; with the Company to provide the Union with as much advance notice as possible and will meet with the Union to negotiate the impact of the staff reduction plan as stated above. Any agreement to utilize a method of hours reduction other than the one described in this paragraph on a local basis must be approved by the Union's Business Agent.

c. In the event of a building closure by order of the courts or because of weather, all Employees who were scheduled to work will be granted leave without pay (LWOP) unless the Employees request vacation, personal or floating holiday pay.

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, which may be extended with an agreement between the Company and the Union. 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. The Company may consult with the Union. 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.

SECTION 3.5 SHIFT BIDDING

In locations where shift bidding exists, once each year, full time Employees and shared-time position Employees at each such location shall bid their shift schedules among designated full time assignments or shared-time assignments in order of Seniority. Shift bidding may not lead to any change in status from full time to shared-time position or vice versa. Shift bidding will take place between Oct.1st through Oct. 15th each year and new position Employees will move into any new assignments by November 1st. Due to security concerns at the direction of the USMS, selected assignments may be excluded from the shift bidding process. Both parties understand that this section does not apply to USMS or judicial assignments and all bidding will be conditional upon USMS acceptance and subject to any changes directed by the USMS.

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, 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 reasonable 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. Determine, direct, and change the work operations and work force of the Company;

k. Ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed;

l. 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. Sell, lease, shut down, or otherwise dispose of all or part of the Company's assets or business operations;

n. 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. 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, provided the assignment is lawful and safe and that the employee is qualified to perform it;

p. 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 Union, in a timely manner, with all information concerning the removal that the Company may legally release, and will provide the Union 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 fail to comply with the time limits as set forth in this Article, the Union may advance the grievance to the next step of the grievance procedure. Should the Union fail to substantially comply with the time limits set forth in this Article, the grievance shall be deemed 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 Union agree that the Employee will first discuss the complaint with his/her 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 Union 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 Union 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 Union 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 EVP, Federal Services Division or designee not later than ten (10) working days from the denial by the Contract Manager or designee. The EVP, 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 Union 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 Union, giving the Company's Executive Vice President 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 by the moving party to meet this timeframe for written notice of arbitration or the timeframes in Section 5.3 will make the grievance ineligible for arbitration.

a. Selection of an Arbitrator - Within fifteen (15) working days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will confer to determine whether to delay a request for an arbitrator list for the purpose of attempting to resolve the matter. The parties may jointly set a deadline for such efforts to resolve the matter. If no such deadline is agreed upon, then after the sixtieth (60th) day following receipt of the written notice to proceed with arbitration, the Union 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. If FMCS ceases to provide arbitration services, the Union will request the American Arbitration Association (AAA) to supply a list of seven (7) arbitrators, with the costs of arbitration split equally between the Company and the Union. Both the Union and the Company will pay the fee for the arbitrator list within thirty (30) days of receipt. An arbitrator will be selected from the list supplied by AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

c. 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. The decision by the arbitrator shall be rendered no later than 60 days after the completion of the arbitration. 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. Any award of reinstatement shall be subject to the successful completion of the USMS re-application process. Should the USMS fail to approve the return, and only upon the Company's provision of written proof of USMS's failure to approve the return, the Company's liability shall be limited to back pay (to include all allowances and benefit accruals) from the date of termination (or removal from service, whichever occurs first) to the date the Company submitted the employee for reinstatement, less any applicable offsets (e.g., earnings from new employment or unemployment benefits). Should the USMS approve the return, backpay shall run from the date of termination (or removal from service, whichever occurs first) to the date of reinstatement, less any applicable offsets (e.g., earnings from new employment or unemployment benefits).

d. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing rooms, shall be shared by the Union and the Company. 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 Union shall have the right to file a group grievance (class action) or grievances involving more than one (l) 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, and the Walden Security Policies and Procedures 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 directive 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 the 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 may be considered for removal from the Employee's file after 12 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 Employees 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. Notification to the District Supervisor can be made in writing or by telephone, email or text.

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 and extra work by seniority on a rotating basis and to distribute overtime as equitably and fairly as is practical among Employees. The Company and the Union will monitor this policy. Extra work shall be defined as work performed for an agency other than the USMS. In the event a full-time Court Security Officer is held over to work overtime, the Company will make its best efforts to avoid adjusting an Employee's weekly schedule to reduce the payment of overtime without advance notification.

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 four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) 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. The parties agree that a "closing" or "closure," for purposes of this paragraph, means a situation in which courthouse operations require no CSO work hours for one or more days. Where CSO hours are reduced due to a change in courthouse operations or for any other reason, Section 3.2(b) of this Agreement shall control. In the event that a closing under this paragraph occurs, employees will be excused and may use personal/sick 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 four (4) 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 1995 and the Uniformed Services Employment and Reemployment Rights Act of 1994.

b. The base rates 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. Lead CSOs shall receive a 10% premium over the CSO rate of pay.

b. 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.

c. LCSO rate of pay shall also be paid to Employees for hours worked as a certified weapons instructor and/or as a certified instructor instructing the 4-hours hands-on training as a part of Annual Training.

d. Employees temporarily assigned to LCSO duties will receive LCSO rate of pay for that time.

SECTION 8.5 NIGHT SHIFT DIFFERENTIAL

A shift differential of five percent (5%) of the Employee's regular hourly rate shall be paid for all hours worked between 6:00 p.m. and 6:00 a.m.

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
Juneteenth	

Any day designated by the President of the United States as a permanent National holiday. See Section 9.2 for further definition.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

a. A full-time and shared-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 who work the actual holiday on Christmas or Thanksgiving will receive time and a half for hours worked on the actual holiday 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 position 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 (other than Christmas) falls on a weekend and the U.S. Government designates a weekday as the day of observance of the holiday, the following shall apply:

1. Employees scheduled off on the U.S. Government designated holiday, who work the actual holiday, shall receive the Employee’s appropriate rate of pay for all hours worked, and shall also receive eight (8) hours of holiday pay per (a) above.

2. Employees scheduled off on the actual holiday, who work on the U.S. Government designated holiday, shall receive the Employee’s appropriate rate of pay for all hours worked, and shall also receive eight (8) hours holiday pay per (b) above.

3. Employees who are scheduled to work on both the U.S. Government designated holiday and the actual holiday, and who work both days, shall receive the Employee’s appropriate rate of pay for all hours worked on both days, but shall receive only eight (8) total hours of holiday pay. In other words, the Employee shall not receive sixteen (16) hours holiday pay as a result of working both the actual holiday and the designated holiday. For example, if Veterans Day falls on a Sunday and the U.S. Government designates Monday as the day for observance of the holiday, full-time Employees shall receive eight (8) hours of holiday regardless of whether they work on the actual holiday (Sunday), the

designated holiday (Monday), or both, in addition to receiving their appropriate rate of pay for any hours they worked on either or both of those days.

SECTION 9.3 HOLIDAY PAY CALCULATIONS

Holiday pay 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

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 Companies (based on the Employee's anniversary date of employment as a CSO/SSO LCSO/LSSO) at their individual hourly rate of pay.

b. Vacation bidding for full-time and shared-time employees will take place starting November 1st of each year for the following January calendar year, and concluding by November 30th at the latest. Vacation bidding for shared-time employees will not begin until vacation bidding for full-time employees has concluded. For both full-time and shared-time employees, requests shall be given to 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 POSITION EMPLOYEES

a. Eligible shared-time position Employees shall be entitled to pro-rated vacation per the schedule contained in Appendix A based on the number of hours worked in the previous year and the Employee's anniversary date.

b. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared-time position Employee, shall receive prorated vacation benefits for that year using the same calculation.

Vacation calculation for shared-time position 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

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

Vacation time 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, but not used, as of their last seniority date 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/sick leave, 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 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. New hire employees are entitled to FMLA after working 1,200 hours and twelve (12) months of continuous service on the contract.

c. 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 pay for the cost of fit-for-duty medical examinations, as well as time required for the Employee to complete any fit-for-duty medical examinations, only where and to the extent required by federal or State law. If there is no requirement under federal or State law to pay for fit-for-duty medical examinations, as well as time required for the Employee to complete any fit-for-duty medical examinations, the Company will not be responsible to pay for those costs and/or time. 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.

d. 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.

e. Employees must use all accrued personal/sick leave, vacation 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/sick leave, vacation 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 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 UNION LEAVE

A Union Official and one delegate may be granted an unpaid Union leave of absence upon written request up to a maximum of 10 days per calendar year for the purpose of attending Union board meetings, conventions or other such meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement of the Company and the Union.

SECTION 11.6 PERSONAL/SICK LEAVE

Employees shall be eligible to use the maximum number of personal/sick 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/sick leave hours during the contract year as allocated in accordance with Appendix A. Personal/sick days shall be used in no less than one (1) hour increments up to a maximum of hours accrued based on the following accrual table. Personal/sick days shall be paid when taken by the Employee as approved in advance by the District Supervisor.

All allotted personal/sick leave hours shall be available for use on October 1st, or upon the start of work for Employees hired after October 1st. Employees who start after October 1st shall receive a prorated allotment of personal/sick leave hours.

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 one (1) 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 96 hours = **(C)**	**(C)** Shared-time Employee personal/sick leave authorization

c. Unused personal/sick days shall not be cumulative from year to year. Any unused, earned personal/sick leave 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/sick leave, prorated using the number of actual hours the Employee worked during that contract year. For purposes of this paragraph d, personal/sick leave is earned on a monthly basis. If the Employee has used more personal/sick leave hours upon termination than he/she earned at that point in the contract year, the Company shall be entitled to recoup the overage from the Employee, including via deduction from the Employee’s final paycheck in accordance with applicable law.

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 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/sick leave, vacation and floating holidays 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 four (4) 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, District Supervisor, or the CSO on duty in the Control Room four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show." It is understood between the parties that when an Employee contacts the working LCSO or CSO on duty in the Control Room, such working LCSO or CSO on duty in the Control Room will contact the District Supervisor. In the event an emergency prevents an Employee from reporting to work and notifying the office four (4) hours prior to the scheduled shift, an employee must telephonically or by email or text contact the appropriate working LCSO, District Supervisor, or CSO on duty in the Control Room as soon as possible and explain the failure to report for duty. If the Employee provides a satisfactory explanation for his/her failure to provide four (4) hours notice, the absence shall not be considered a “no call/no show.” Explanations are subject to verification, except explanations for absences that qualify under 29 C.F.R. § 13.5 (a physical or mental illness, injury, or medical condition of the Employee; obtaining diagnosis, care, or preventive care from a health care provider by the Employee; caring for the Employee’s child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care referenced in the regulation; or domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes otherwise described in the regulation or to obtain additional counseling, seek relocation, see assistance from a victim services organization, take related legal action, or assistant an individual related to the Employee in engaging in any of these activities) are subject to verification where an Employee is absent for three or more consecutive shifts. 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 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, Walden Security (the Company) and USCSO (the Union) 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 Court Security Officers Benefits 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 Plan. There is no waiver option. Any Employee who does not allocate or direct the funds in the 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. Medical, dental and vision plans.

3. Long term and Short term disability - available subject to participation.

4. Commuter Reimbursement Program.

5. The Plan shall permit employees the opportunity to make two (2) withdrawals during any single plan year for a fee of $20.00 for each withdrawal. Additional withdrawals may be made for a higher fee as determined by the Plan administrator. Employees under age 59 ½ shall be subject to IRS rules regarding hardship withdraws.

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 Union prior to making any Plan changes.

4. Have the final say in all benefits included in the Plan.

On behalf of the Employees, the Union 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 participation in the 401k plan.

These terms apply to any successor to this Agreement.

SECTION 12.2 UNIFORM MAINTENANCE AND SHOE REIMBURSEMENT

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. The Company shall reimburse Employees for the demonstrated cost of replacement shoes up to $100.00 per pair, up to two times per year.

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 a Union-provided bulletin board that will be used by the Union for posting of 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, which owns and/or controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

a. The Company shall pay for incumbent's biennial basic physical/medical examinations (i.e., basic physical exams) required by the Company and/or U.S. Government. The Company has the right to choose the physician who will perform the physical exam.

b. Employees must pass the physical exam prescribed by the Company's contract with the U.S. Government in order to be employed and to maintain employment.

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

d. The Company will pay for the cost of follow-up procedures/requirements, as well as time required for the Employee to complete any follow-up procedures/requirements, only where and to the extent required by federal or State law. If there is no requirement under federal or State law to pay for time spent to complete any follow-up procedure/requirements, the Company will not be responsible to pay for that time. If the Company is not obligated to pay for the time spent to compete any follow-up procedure/requirements, Employees will have the option to take leave without pay, as opposed to personal/sick leave, for any follow-up procedures/requirements.

e. Follow-up procedures designated by the Company’s Reviewing Medical Officer are contained in medical review forms (MRFs) and provided to the employees. Employees are required to comply with the mandates and are responsible for the costs associated with all follow-up procedures.

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.

g. Where an employee’s return to work does not require approval from the USMS, the Company shall respond to the employee within five (5) working days of the employee’s submission of his/her paperwork. Such response may include a request for additional information from the employee or a determination on the employee’s request. This five working-day period shall commence when the Company has received all paperwork required by the Reviewing Medical Officer from the employee.

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 Unions request for separate lockers/changing facilities. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 UNION MEETINGS

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

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

SECTION 15.3 NO TRANSFERS TO PICKET SITES

Unless directed by the USMS, the company shall not require, coerce or compel any Employee covered in the Agreement to transfer (permanently or temporarily) to another bargaining unit where a picket line has been established.

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 Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, 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

This Agreement shall be effective from October 1, 2025 through September 30, 2028. This Agreement supersedes any and all prior agreements or understandings between the parties.

ARTICLE 19 - RATIFICATION

Before this agreement may become effective, it shall be subject to Union ratification.

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: UNITED STATES COURT SECURITY OFFICERS (USCSO)

By: ______________________

DAN Hauschild

Name (Print) Dan Hauschild 4th CIR.

Title: Business Agent

Date: 8/26/25

FOR: WALDEN SECURITY

By: ______________________

Fin M Johnson

Name (Print)

Title: Executive Vice President, FSD

Date: August 30, 2023

LOCATIONS	CURRENT CSO/SSO WAGE	CURRENT LCSO WAGE	H&W RATE TO 401(K)	UNIFORM RATE	PENSIONRATE	VACATION
BALTIMORE & GREENBELT, MD (MD)	$46.83	$51.52	$5.00	$0.20	$1.93	A
						A
DURHAM, NC (MNC)	$36.57	$40.22			$1.43	A
GREENSBORO & WINSTON-SALEM, NC (MNC)	$34.83	$38.31			$1.43	A
ASHEVILLE, NC (WNC)	$32.20	$35.42			$1.43	B
CHARLOTTE & STATESVILLE, NC (WNC)	$35.62	$39.19			$1.43	B
AIKEN, CHARLESTON, & GREENVILLE, SC	$37.06	$40.77			$1.43	A
FLORENCE, SC	$37.06	$40.77			$1.70	A
COLUMBIA, SC	$37.20	$40.92			$1.93	A
ALEXANDRIA & MANASSAS, VA (EVA)	$47.07	$51.78			$1.93	A
NEWPORT NEWS & NORFOLK, VA (EVA)	$37.47	$41.21			$1.93	A
RICHMOND, VA (EVA)	$38.07	$41.87			$1.43	A
ABINGTON, BIG STONE GAP, DANVILLE, LYNCHBURG, ROANOKE, VA (WVA)	$32.85	$36.14			$1.43	B
CHARLOTTESVILLE, VA (WVA)	$34.84	$38.32			$1.43	B
HARRISONBURG, VA (WVA)	$41.11	$45.22			$1.43	B
CLARKSBURG, ELKINS, & WHEELING, WV (NWV)	$32.83	$36.11			$1.43	B
MARTINSBURG, WV (NWV)	$38.99	$42.89			$1.43	B

Vacation:
A = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (184); 15 yrs. (200 hours); 20 yrs. (224 hours)
B = 1 yr. (80 hours); 5 yrs. (160 hours); 15 yrs. (200 hours); 20 yrs. (224 hours)

LOCATIONS	EFFECTIVE 10/1/2025 CSO/SSO WAGE	EFFECTIVE 10/1/2025 LCSO WAGE	H&W RATE TO 401(K)	UNIFORM RATE	PENSION RATE	VACATION
BALTIMORE & GREENBELT, MD (MD)	$48.23	$53.07	$5.10	$0.25	$2.03	A
						A
DURHAM, NC (MNC)	$37.67	$41.43			$1.53	A
GREENSBORO & WINSTON-SALEM, NC (MNC)	$35.87	$39.46			$1.53	A
ASHEVILLE, NC (WNC)	$33.17	$36.48			$1.53	B
CHARLOTTE & STATESVILLE, NC (WNC)	$36.69	$40.37			$1.53	B
AIKEN, CHARLESTON, & GREENVILLE, SC	$38.17	$41.99			$1.53	A
FLORENCE, SC	$38.17	$41.99			$1.80	A
COLUMBIA, SC	$38.32	$42.15			$2.03	A
ALEXANDRIA & MANASSAS, VA (EVA)	$48.48	$53.33			$2.03	A
NEWPORT NEWS & NORFOLK, VA (EVA)	$38.59	$42.45			$2.03	A
RICHMOND, VA (EVA)	$39.21	$43.13			$1.53	A
ABINGTON, BIG STONE GAP, DANVILLE, LYNCHBURG, ROANOKE, VA (WVA)	$33.84	$37.22			$1.53	B
CHARLOTTESVILLE, VA (WVA)	$35.89	$39.47			$1.53	B
HARRISONBURG, VA (WVA)	$42.34	$46.58			$1.53	B
CLARKSBURG, ELKINS, & WHEELING, WV (NWV)	$33.81	$37.19			$1.53	B
MARTINSBURG, WV (NWV)	$40.16	$44.18			$1.53	B

Vacation:
A = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (184 hours); 15 yrs. (200 hours); 20 yrs. (224 hours); 25 yrs. (240 hours)
B = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (168 hours); 15 yrs. (200 hours); 20 yrs. (224 hours); 25 yrs. (240 hours)

LOCATIONS	EFFECTIVE 10/1/2026 CSO/SSO WAGE	EFFECTIVE 10/1/2026 LCSO WAGE	H&W RATE TO 401(K)	UNIFORM RATE	PENSION RATE	VACATION
BALTIMORE & GREENBELT, MD (MD)	$49.68	$54.66	$5.20	$0.25	$2.13	A
						A
DURHAM, NC (MNC)	$38.80	$42.67			$1.63	A
GREENSBORO & WINSTON-SALEM, NC (MNC)	$36.95	$40.64			$1.63	A
ASHEVILLE, NC (WNC)	$34.16	$37.58			$1.63	B
CHARLOTTE & STATESVILLE, NC (WNC)	$37.79	$41.58			$1.63	B
AIKEN, CHARLESTON, & GREENVILLE, SC	$39.32	$43.25			$1.63	A
FLORENCE, SC	$39.32	$43.25			$1.90	A
COLUMBIA, SC	$39.47	$43.41			$2.13	A
ALEXANDRIA & MANASSAS, VA (EVA)	$49.94	$54.93			$2.13	A
NEWPORT NEWS & NORFOLK, VA (EVA)	$39.75	$43.72			$2.13	A
RICHMOND, VA (EVA)	$40.39	$44.42			$1.63	A
ABINGTON, BIG STONE GAP, DANVILLE, LYNCHBURG, ROANOKE, VA (WVA)	$34.85	$38.34			$1.63	B
CHARLOTTESVILLE, VA (WVA)	$36.96	$40.65			$1.63	B
HARRISONBURG, VA (WVA)	$43.61	$47.97			$1.63	B
CLARKSBURG, ELKINS, & WHEELING, WV (NWV)	$34.83	$38.31			$1.63	B
MARTINSBURG, WV (NWV)	$41.36	$45.50			$1.63	B

Vacation:
A = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (184 hours); 15 yrs. (200 hours); 20 yrs. (224 hours); 25 yrs. (240 hours)
B = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (176 hours); 15 yrs. (200 hours); 20 yrs. (224 hours); 25 yrs. (240 hours)

LOCATIONS	EFFECTIVE 10/1/2027 CSO/SSO WAGE	EFFECTIVE 10/1/2027 LCSO WAGE	H&W RATE TO 401(K)	UNIFORM RATE	PENSION RATE	VACATION
BALTIMORE & GREENBELT, MD (MD)	$51.17	$56.30			$2.23	A
						A
DURHAM, NC (MNC)	$39.96	$43.95			$1.73	A
GREENSBORO & WINSTON-SALEM, NC (MNC)	$38.06	$41.86			$1.73	A
ASHEVILLE, NC (WNC)	$35.19	$38.70			$1.73	A
CHARLOTTE & STATESVILLE, NC (WNC)	$38.92	$42.82			$1.73	A
AIKEN, CHARLESTON, & GREENVILLE, SC	$40.50	$44.55			$1.73	A
FLORENCE, SC	$40.50	$44.55			$2.00	A
COLUMBIA, SC	$40.65	$44.71			$2.23	A
ALEXANDRIA & MANASSAS, VA (EVA)	$51.43	$56.58	$5.30	$0.25	$2.23	A
NEWPORT NEWS & NORFOLK, VA (EVA)	$40.94	$45.03			$2.23	A
RICHMOND, VA (EVA)	$41.60	$45.75			$1.73	A
ABINGTON, BIG STONE GAP, DANVILLE, LYNCHBURG, ROANOKE, VA (WVA)	$35.90	$39.49			$1.73	A
CHARLOTTESVILLE, VA (WVA)	$38.07	$41.87			$1.73	A
HARRISONBURG, VA (WVA)	$44.92	$49.41			$1.73	A
CLARKSBURG, ELKINS, & WHEELING, WV (NWV)	$35.87	$39.46			$1.73	A
MARTINSBURG, WV (NWV)	$42.61	$46.87			$1.73	A

Vacation:
A = 1 yr. (80 hours); 5 yrs. (160 hours); 10 yrs. (184 hours); 15 yrs. (200 hours); 20 yrs. (224 hours); 25 yrs. (240 hours)

RATE OF PERSONAL/SICK LEAVE ELIGIBLE FOR USE

Date Employee begins working on the contract, based on an October 1 contract start date.

	FULL TIME*			SHARED TIME*		
Effective	10/1/25	10/1/26	10/1/27	10/1/25	10/1/26	10/1/27
October 1-31	96	96	96	48	48	48
November 1-30	88	88	88	44	44	44
December 1-31	80	80	80	40	40	40
January 1-31	72	72	72	36	36	36
Feb. 1-28/29	64	64	64	32	32	32
March 1-31	56	56	56	28	28	28
April 1-30	48	48	48	24	24	24
May 1-31	40	40	40	20	20	20
June 1-30	32	32	32	16	16	16
July 1-31	24	24	24	12	12	12
August 1-31	16	16	16	8	8	8
September 1-30	8	8	8	4	4	4

*Includes conversation of both floating holidays to Personal/Sick Leave hours effective 10/1/22.