

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

Case 12-CA-165643

MARK SCHUMERTH,

Claimant,

v.

TRINITY TECHNOLOGY GROUP,  
INC.,

Respondent.

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**RESPONDENT'S MOTION FOR SUMMARY JUDGMENT WITH  
INCORPORATED MEMORANDUM OF LAW**

Respondent, Trinity Technology Group, Inc., by and through undersigned counsel and pursuant to Section 102.24 of the NLRB Rules, hereby files its Motion for Summary Judgment and as grounds states as follows:

**I. STATEMENT OF UNDISPUTED MATERIAL FACTS**

1. Trinity Technology Group, Inc. is a company that provides security screening services for the Department of Homeland Security, Transportation Security Administration (DHS/TSA). It is a Virginia corporation and maintains a corporate headquarters in Manassas, VA. Trinity currently has six (6) prime contracts, including the Sarasota-Bradenton International Airport, and has two (2) subcontracts. William Scott is the Program Manager whose primary job duty is to oversee the overall operations at Sarasota-Bradenton International Airport. See Tab A (Scott Affidavit at p. 1, 1.9-9; p. 2, I. 1-3).

2. In or about late 2014 or January 2015, Trinity acquired a contract with DHS/TSA to provide security screening services for DHS/TSA at the Sarasota-Bradenton International Airport. The transition became effective on April 1, 2015. As part of the transition, Trinity employed the security screeners who were previously employed by DHS/TSA at that location. Charging Party was one of those thirty-three (33) employees, and he received an offer letter from Trinity on March 2, 2015 and executed an employee agreement with Trinity effective April 1, 2015 and other documents related to his employment. See Tab A (Scott Affidavit at p. 2, l. 4-14); Tab B (Harding Affidavit at p. 1, l. 7-12; p. 2, l. 1-2); Tab C (Parker Affidavit, Exhibits 1-4). Due to the sensitive security nature of the position and as a matter of public safety per DHS/TSA standards, Charging Party was expected to maintain confidentiality regarding Sensitive Security Information (SSI), Protected Critical Infrastructure Information (PCII), and Other Sensitive but Unclassified (SBU) information as set forth in those documents, and he agreed to same. See Tab A (Scott Affidavit at p. 4, l. 8-12); Tab C (Exhibits 2-4 to Parker Affidavit).

3. During his short employment with Trinity, Mr. Schumerth reported to William Scott, the Program Manager at the Sarasota Bradenton International Airport. In late April 2015 or mid-May 2015, Trinity had to reduce hourly rates of the former TSA employees to the Aviation Transportation Security Act (ATSA) rates. The reduction was different for each employee since each employee was at a different wage rate when hired. Mr. Harding and Mr. Scott held meetings with the affected employees over a 2-3 day period during late April 2015 or May

2015 due to the employees' different schedules. The employees were notified that they would be receiving an increase to their Paid Time Off benefit to compensate for the reduction in wages. See Tab A (Scott Affidavit, p. 2, l. 15-21; p. 3 l. 1-10); Tab B (Harding Affidavit at p. 2, l. 3-10).

4. On June 5, 2015, Mr. Williamson, the VP of Trinity, sent an email to the Orlando-Sanford Airport Program Manager Charlie Foreman, Orlando-Sanford Airport Deputy Program Managers Mark McCormick and Leah Pack, the Sarasota-Bradenton International Airport Deputy Program Managers Brian Tessier and Kristen O'Donnell, Mark Harding and William Scott with the subject line "TSA on NPR" asking them to listen to the attached link to the Diane Rehm Show, where a Transportation Security Officer from Sarasota called into the show. See Tab A (Scott Affidavit, p. 4, l.1-6).

5. Mr. Scott recognized the caller to be Mr. Schumerth. Mr. Scott conducted an investigation and a determination was made that the information Mr. Schumerth discussed on the show, including a recent security incident at the airport, violated Trinity's Non-Disclosure and Sensitive Security Information policy. The incident information he disclosed had not yet been released to the public. Mr. Scott submitted his investigation report to Trinity's Vice President of Human Resources, Beth Parker, the CEO Doug Bullock, and the COO, Mr. Harding, and the decision was made to terminate Mr. Schumerth's employment for violation of his Non-Disclosure Agreement, release of SSI and reporting a security incident that was not yet public knowledge. See Tab A (Scott Affidavit, p. 4, l. 7-19; p. 5, l. 1-15); Tab C-Exhibits 4-6 to Parker Affidavit).

6. Mr. Schumerth was informed of the termination of his employment on June 11, 2015. See Tab A (Scott Affidavit, p. 5, l. 16-22).

7. Mr. Schumerth filed a charge alleging an unfair labor practice on December 8, 2015. See Tab D. In his first charge, he alleged that “[o]n or about June 11, 2015, the above-named employer discharged its employee, Mark Schumerth for engaging in protected concerted activity”. He filed an amended charge on December 24, 2015 alleging that “[i]n late May 2015, the above-named Employer, through its officers, agents, and representatives, prohibited employees from discussing wages and terms and conditions of employment during working hours. On or about June 11, 2015, the above-named employer discharged its employee, Mark Schumerth for in engaging protected concerted activity”. See Tab E.

## **II. SUMMARY JUDGMENT STANDARD**

Section 102.24 of the Board’s Rules provides for the potential entry of summary judgment in favor of a party without a hearing. The Board will grant motions for summary judgment if there is “no genuine issue as to any material fact” and “the moving party is entitled to judgment as a matter of law.” *L’Hoist North America of Tennessee, Inc. and United Mine Workers of America*, District 17, Case 10–CA–136608 (June 10, 2015) citing *Security Walls, LLC*, 361 NLRB No. 29, slip op. at 1 (2014)(quoting *Conoco Chemicals Co.*, 275 NLRB 39, 40 (1985)).

Section 10(b) of the Act provides that Board hearings “shall, so far as practicable, be conducted in accordance with the rules of evidence applicable in

the district courts of the United States under the rules of civil procedure for the district courts of the United States.” As noted by the Board in *L’Hoist*, the Board’s summary judgment standard is identical to the summary judgment standard applicable under the Federal rules. See Fed. R. Civ. P. 56(a) (“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law”). Unlike Rule 56(a), however, under the NLRB Rules, a party opposing summary judgment has a *somewhat* lesser burden than under the Federal rules. *L’Hoist* (emphasis added). Section 102.24(b) of the Board’s Rules states in relevant part:

All motions for summary judgment or dismissal shall be filed with the Board. . . . Upon receipt of a motion for . . . summary judgment, . . . the Board may deny the motion or issue a notice to show cause why the motion should not be granted. If a notice to show cause is issued, the hearing, if scheduled, will normally be postponed indefinitely. If a party desires to file an opposition to the motion prior to issuance of the notice to show cause in order to prevent postponement of the hearing, it may do so; . . . . If a notice to show cause is issued, an opposing party may file a response thereto notwithstanding any opposition it may have filed prior to issuance of the notice. . . . It is not required that either the opposition or the response be supported by affidavits or other documentary evidence showing that there is a genuine issue for hearing. The Board in its discretion may deny the motion where the motion itself fails to establish the absence of a genuine issue, or where the opposing party’s pleadings, opposition and/or response indicate on their face that a genuine issue may exist. If the opposing party files no opposition or response, the Board may treat the motion as conceded, and . . . summary judgment, . . . if appropriate, shall be entered.

Based on the undisputed facts and applicable law, Trinity is entitled to the entry of summary judgment in its favor.

### III. ARGUMENT

#### A. Mr. Schumerth's claims are procedurally barred

##### 1. Both the Charge and Amended Charge are devoid of any factual specificity depriving the Board of jurisdiction over the Complaint

The Board may not "issue a complaint based upon a charge containing only a boilerplate § 8(a)(1) allegation ... unbounded by specific facts" because, with the charge "so lacking in content" it becomes "[im]possible sensibly to apply the test of 'substantial relation' between the factual allegations in the charge and those in the complaint." See *Precision Concrete v. NLRB*, 334 F. 3d (D.C. Cir. 2003), citing *Lotus Suites v. NLRB*, 32 F.3d 588, 592 (D.C. Cir. 1994) (holding that the Board lacked jurisdiction over the complaint because the charge upon which it was based was devoid of factual specificity).

Here, Mr. Schumerth's original charge filed on December 8, 2015 simply alleges as follows:

On or about June 11, 2015, the above-named employer discharged its employee, Mark Schumerth for engaging in protected concerted activity.

See Tab D.

No facts were alleged specifying the nature of his alleged protected activity.

Mr. Schumerth filed an amended charge on December 24, 2015 alleging that:

In late May 2015, the above-named Employer, through its officers, agents, and representatives, prohibited employees from discussing wages and terms and conditions of employment during working hours. On or about June 11, 2015, the above-named employer discharged its employee, Mark Schumerth for in engaging protected concerted activity.

See Tab E.

Paragraph 4 of the Complaint issued in this case alleges that “on a date in May 2015, a more precise date being presently unknown to the undersigned, Respondent, by William Scott and Brian Tessier, at Respondent’s Sarasota Airport facility, directed employees not to talk to other employees about their wages and not to speak negatively about Respondent at checkpoints.

Paragraph 5(a) of the Complaint alleges that “on or about dates in May 2015, more precise dates being presently unknown to the undersigned, employee Mark Schumerth engaged in protected concerted activity with other employees of Respondent for the purpose of mutual aid and protection, by discussing wage reductions and other terms and conditions of employment.”

Paragraph 5(b) of the Complaint alleges that “on or about June 3, 2015, employee Mark Schumerth engaged in protected concerted activity by calling a national radio show and discussing wage rates, staffing levels, overtime, and other terms and conditions of employment.”

The Complaint makes factual allegations that were not presented in either the original charge or amended charge. The allegation in paragraph 5(b) of the Complaint that Mr. Schumerth allegedly engaged in protected concerted activity on June 3, 2015 when he called into a national radio show **was not made in either charge**, and the Board does not have jurisdiction over the Complaint based on such a claim.

Under 29 U.S.C. § 160(b), the General Counsel may pursue a charge by issuing a complaint, but the complaint's allegations must be “closely related” to

that charge. *Hyundai American Shipping Agency, Inc. v. NLRB*, 805 F. 3d 309 (D.C. Cir. 2015), citing *Drug Plastics & Glass Co. v. NLRB*, 44 F.3d 1017, 1021 (D.C.Cir.1995) (citing *Nickles Bakery of Indiana, Inc.*, 296 NLRB 927, 928 (1989)). To decide whether such a close relationship exists, “the Board looks to whether a complaint allegation (1) involves the same legal theory as the charge allegation, (2) arises from the same factual circumstances or sequence of events as the charge allegation, and (3) raises similar defenses as the charge allegation.” *Id.*

Here, none of those factors are satisfied. Mr. Schumerth’s call to a national radio show is an entirely different factual scenario than the allegations that he raised in his charge concerning allegedly being prohibited from discussing wages in May 2015. The Complaint’s allegations that he was terminated for discussing wages on the national radio show was never alleged in either charge to be the cause of Schumerth’s dismissal. Moreover, those claims pertaining to the employer allegedly prohibiting employees from discussing wages and other terms and conditions of employment during working hours in May 2015, are time-barred, as no charge was filed within 180 days of the alleged admonition. Even if the claim in the Complaint concerning the radio show call is deemed to be “closely related” to the charge, the allegations in that charge upon which such a claim is allegedly based are time-barred. In addition, paragraph 4 of the Complaint adds allegations not presented in the charges by alleging that in May 2015 the employer also told the employees “not to speak negatively about Respondent at checkpoints.”

## 2. Mr. Schumerth did not timely file his charge

Section 10(b) of the National Labor Relations Act provides:

Whenever it is charged that any person has engaged in ... [an] unfair labor practice, the Board ... shall have power to issue ... a complaint stating the charges in that respect ...: *Provided*, That no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board....

29 U.S.C. § 160(b) (emphasis added)

Mr. Schumerth filed his charge on December 8, 2015, which was the 180<sup>th</sup> day following his employment termination on June 11, 2015, and his second charge on December 28, 2015. Any unfair labor practice allegations that precede June 11, 2015 are time-barred, and the Board does not have jurisdiction over them.

In *Ross Stores*, 235 F.3d at 674 the Court held that an allegation that was filed more than six months after the employer's alleged admonition to the employee was not timely charged, and it was not closely related to the employee's termination which was timely charged. There, the Court rejected the argument that the second component of the Board's test was satisfied as long as both the allegations at issue arose out of the same union organizing campaign. ("The coincidence of the two separate violations during the same organizing campaign does not of itself create a close factual relationship").

In *Precision Concrete v. NLRB*, 334 F. 3d (D.C. Cir. 2003), the Court held that uncharged and untimely allegations concerning an employer's threat of discharge to employee for wearing a Union T-shirt was not closely related to the charged conduct. See also *Rocky Mountain Hospital*, 289 N.L.R.B. 1347, 1351-

1359 (1988) (Board concluded that because the two violations did not arise out of the same course of conduct, there was no “relation back” and the limitations period applied to the untimely allegation).

Accordingly, all of Mr. Schumerth's allegations are barred by the statute of limitations, the NLRB does not have subject matter jurisdiction over his Complaint, and summary judgment must be entered in Trinity's favor.

**B. There is No Genuine Issue of Material Fact that Schumerth did not engage in any protected concerted activity**

If the Board determines that jurisdiction is proper, there is no genuine issue of material fact that Mr. Schumerth did not engage in any protected concerted activity. Section 7 of the National Labor Relations Act prohibits employers from discharging employees for engaging in protected concerted activities.

There is no evidence that Charging Party was acting on behalf of other employees, and his conduct was not protected under the NLRA. To fall within section 7's “concerted activity,” the employee must act “with or on the authority of other employees, and not solely by and on behalf of the employee himself.” *Meyers Industries, Inc.*, 281 N.L.R.B. No. 118 at 11 (1986) (quoting *Meyers Industries, Inc.*, 268 N.L.R.B. 493 (1984)). Purely personal griping does not fall within the scope of protected, concerted activity. *NLRB v. Deauville Hotel*, 751 F.2d 1562, 1571 (11th Cir.1985).

Further, certain communications to third parties have been held to be unprotected despite the argument that the communications constitute protected concerted activities. In *N.L.R.B. v. Local Union No. 1229, Intern. Broth. Of Elec.*

*Workers*, the disloyalty exception was created, which exempts from protection certain types of disloyal statements made by employees to third parties. 346 U.S. 464, 473 (1953). Types of communications that are not protected as protected concerted activities are: (1) communications that disparage the employer or the employer's products; (2) communications that breach confidentiality; and (3) communications that consist of reckless or maliciously false allegations.

While it is Trinity's position that Schumerth's comments on national radio were not protected on all three grounds, for purposes of this motion, there is no genuine issue of material fact that his conduct was a breach of confidentiality as described in his counseling statement. See Tab C (Exhibit 6).

Even if a communication implicates terms and conditions of employment, an employee will not be protected for disclosing information obtained in confidence or without authorization. *Lafayette Park Hotel*, 326 N.L.R.B. 824, 826 (1998). In *Lafayette Park Hotel*, an employee of a hotel sought relief from the N.L.R.B. by claiming that a provision in the hotel's policy handbook which prohibited the disclosure of information private to the hotel, such as guest information, contracts, and trade secrets, prevented the employee from engaging in protected concerted activity. *Id.* at 824. The Board ruled in favor of the hotel, stating that the purpose of such a confidentiality rule is to protect the employer's valid interest in privacy, not to chill protected concerted activity. *Id.* at 826. Moreover, the Board concluded that language in the handbook that prohibited employees from "[d]ivulging Hotel-private information to employees or other

individuals or entities that are not authorized to receive that information” did not violate Section 8(a)(1) of the NLRA. *See also International Business Machines Corp.*, 265 NLRB 638 (1982) (where employee knew that the documents he received had been classified by the Respondent as confidential and he was aware of the Respondent’s rule prohibiting dissemination of such material, the Board did not find his disclosures of such information protected where the employer had substantial and legitimate business justifications for its policy). *Hoffman Plastic Compounds, Inc. v. NLRB*, 535 U.S. 137, 143 (2003) (unlawful conduct is not protected activity).

Trinity, as a contractor for the Department of Homeland Security Transportation and Safety Administration, has established that it had a substantial and legitimate justification for its confidentiality rules the purpose of which was to protect the federal government’s transportation security interests. See Tab C (Exhibits 2-4). Indeed, Mr. Schumerth agreed to same in several employment documents. He agreed in his Non-Disclosure Agreement not to divulge Protected Critical Infrastructure Information (PCII), Sensitive Security Information (SSI), and Other Sensitive but Unclassified (SBU) information. The agreement provides that SBU is “an overarching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs or the privacy to which individuals are entitled under Section 552a of Title 5, as amended...” See Tab C (Exhibit 3); See also Exhibits 2 (Employee Agreement) and 4 (Handbook).

Moreover, nowhere in Trinity's handbook and non-disclosure agreement are employees prevented from discussing their terms and conditions of employment with another, and employees are provided many avenues to raise any concerns with their employer as described in the employee handbook.

Because a transcript exists of the statements he made on the national radio show, there is no genuine and material factual dispute as to the substance of those communications. See Tab C (Exhibit 7). A review of the substance of his statements referenced against the employer's confidentiality policies to which Mr. Schumerth *agreed*, establishes as a matter of law that his statements were not protected. He discussed alleged staffing levels and other alleged vulnerabilities at the airport that would be of value to any listener of his national broadcast who would wish to exploit those alleged vulnerabilities at that airport.

As in *Lafayette Park Hotel*, the purpose of Trinity's confidentiality rule is to protect the employer's valid interest in privacy and security, not to chill protected concerted activity. This is further illustrated by the fact that Trinity maintains an open-door for employees to utilize to voice any concerns regarding their terms and conditions of employment.

Given the unique context of his employment and the security interests of the Department of Homeland Security Transportation Safety Administration that Trinity is tasked to protect, Mr. Schumerth's conduct was all the more egregious and unprotected.

#### IV. CONCLUSION

Based on the foregoing facts and law, Trinity respectfully requests that the Board grant its Motion for Summary Judgment.

Respectfully submitted,

By: 

Arianne B. Suarez, Esquire

Florida Bar No: 143529

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Attorneys for Trinity Technology Group, Inc.

**CERTIFICATE OF SERVICE**

I certify that on September 27, 2016, I electronically filed the foregoing document through the National Labor Relations Board E-File Documents system and that the document was served on this day by UPS upon:

Mark Schumerth  
6363 Gulf Winds Dr.  
Apt. 235  
St. Pete Beach, FL 33706-3742

&

Gary Shinnors, Executive Secretary  
National Labor Relations Board  
1015 Half Street SE  
Washington DC 20570

By: 

Arianne B. Suarez, Esquire  
Florida Bar No: 143529  
DOUBERLEY, MCGUINNESS & CICERO  
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atty.com  
Attorneys for Trinity Technology Group, Inc.

**TAB**

**“A”**

### Confidential Witness Affidavit

I William Scott, being first duly sworn upon my oath, state as follows:

**I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.**

My address is 11130 Lost Creek Terrace, Apt . 104, Bradenton, FL 34211
My home telephone number is
My cell telephone number is (571) 926-0949
My e-mail address is bills@trinitytechnologygroup.com
Trinity is represented by Arianne B. Suarez, Esq., Doublerly, McGuinness & Cicero, 1000 Sawgrass Corporate Pkwy, Suite 500, Sunrise, Florida. Telephone (954) 626-5022.

- 1 I am currently the Program Manager at Sarasota-Bradenton International Airport for Trinity
- 2 Technology Group, Inc. ("Trinity"), as of about January 17, 2015. Prior to that, I was a Program
- 3 Manager for Sonoma Airport in Santa Rosa, California since about 2010, and I have been
- 4 employed by Trinity since March 2009. I currently report to the Vice President of Trinity, Norm
- 5 Williamson. Williamson works at Trinity's corporate headquarters located at 10687 Gaskins
- 6 Way, Suite 200, Manassas, Virginia.
  
- 7 Trinity is a company that provides security screening services for the Department of Homeland
- 8 Security, Transportation Security Administration (DHS/TSA). Trinity currently has six (6) prime
- 9 contracts, including the Sarasota-Bradenton International Airport, and has two (2) subcontracts.

1 My primary job duty is to oversee the overall operations at Sarasota-Bradenton International  
2 Airport. I have two (2) Deputy Program Managers- Brian Tessier for operations and Kristin  
3 O'Donnell for training.

4 On or about January 1, 2015, Trinity was awarded a contract with DHS/TSA to provide security  
5 screening services for DHS/TSA at the Sarasota-Bradenton International Airport. (There is one  
6 (1) passenger screening checkpoint and three (3) checked baggage screening locations at that  
7 location.)

8 Operations commenced on April 1, 2015. As part of the transition, Trinity made an offer of  
9 employment to the DHS/TSA security screeners at that location. According to the Aviation  
10 Transportation Security Act (ATSA), Trinity had to give the incumbent employees the right to  
11 first refusal.

12 A total of 33 TSA security screeners became employees of Trinity, including Mark Schumerth,  
13 and they all transitioned to Trinity on April 1, 2015. The former TSA employees did not have  
14 the same hourly wage rate when they transitioned to Trinity, due to the different labor categories.

15 In mid-May 2015, I was notified by Chief Operating Officer Mark Harding the hourly rates of  
16 the former TSA employees would be reduced to the ATSA rates that were bid on our contract.  
17 (Only the former wage rates of the former TSA employees were reduced because the Trinity new  
18 hires were already at the ATSA rate.) Harding said it was a decision that was made at the  
19 corporate level. The reduction was different for each employee since each employee was at a  
20 different wage rate when hired. Harding told me he would be coming down to inform the  
21 employees of the reduction in pay.

1 When Harding came to the Sarasota-Bradenton International Airport we held meetings with each  
2 employee individually and notified them of the reduction in pay. The meetings were held on a 2-  
3 3 day period due to employees' different schedules.

4 Harding told employees their salary would be reduced to the hourly rates that Trinity bid on in its  
5 contract and that the determination was made by corporate. He also informed them of the new  
6 wage rate and it was not going to be feasible for Trinity to maintain a contract at their current  
7 rates. At this time I do not recall if employees had to sign documents after being notified of the  
8 reduction in their wages. Many employees were not happy about the reduction. Along with the  
9 reduction in wages, the employees were notified that paid time off (PTO) would increase to the  
10 maximum allowable in order to compensate for the reduction in wages.

11 After the meeting with Harding, none of the former TSA screeners approached me and informed  
12 me that the former TSA screeners were going to talk or talked to an attorney due to the reduction  
13 of wages. No supervisor approached me and informed me that the former TSA employees were  
14 talking about going to an attorney regarding the reduction in wages. None of the former TSA  
15 screeners approached me and informed me that the former TSA screeners were going to write or  
16 wrote a letter to the United States Congress about the reduction in wages. No supervisor  
17 approached me and informed me that the former TSA employees were talking about going to  
18 write or wrote a letter to the United States Congress about the reduction in wages.

19 I did not tell any security screeners that they should not talk about to going to an attorney or to  
20 the United States Congress during work time. Employees are allowed to talk about non-work  
21 related topics while at the checkpoints. Employees talk about non-work related subjects all the  
22 time, especially during down time at the checkpoints.

1 On June 5, 2015, at 12:14 p.m., Williamson sent an e-mail to Orlando-Sanford Airport Program  
2 Manager Charlie Foreman, Orland-Sanford Airport Deputy Program Managers Mark  
3 McCormick and Leah Pack, Sarasota-Bradenton International Airport Deputy Program Managers  
4 Brian Tessier and Kristen O'Donnell and myself, with copy to Harding, with the subject line  
5 "TSA on NPR" asking us to listen to the attached link to the Diane Rehm Show, where a TSO  
6 calls in that works in Sarasota.

7 After listening to the radio clip, I called Harding because I identified the caller as security  
8 screener Mark Schumerth. I briefly discussed with Harding the security incident that Schumerth  
9 was talking about because I had firsthand knowledge of the incident. Harding and I went through  
10 the different information that Schumert discussed on the radio show. I told Harding that the  
11 information Schumerth was providing on the radio show was covered under TSA's Sensitive  
12 Security Information (SSI) policy and Trinity's Non-Disclsoure policy. Harding asked me to  
13 share the radio clip with TSA's Technical Monitor/Assistant Federal Security Director Jean  
14 Barnes. (Barnes is onsite at the Sarasota-Bradenton International Airport and oversees the  
15 performance of our contract.) I walked to Barne's office, which is right down the hall from mine,  
16 and asked her to come to my office and let her hear the radio clip. She indicated to me that the  
17 information Schumerth was discussing was SSI and that the incident he was talking about had  
18 not yet been released [formally] to the public. Barnes told me to send a copy of the radio link to  
19 TSA's Federal Security Director Lee Kair, which I did. I did not talk to Kair.

20 Either later that day or a day or two later, Barnes told me she spoke to Kair and they sent the  
21 radio clip to TSA's SSI office and Public Affairs Office in Arlington, Virginia. I also let Barnes  
22 know that Trinity was conducting its own investigation. I asked Barnes what TSA's process  
23 would be if this were a federal employee and she stated it would lead to termination.

1 I conducted an investigation by listening, again, to the tape and the information Schumerth  
2 discussed, I reviewed the incident reports related to the incidents he talked about and interviewed  
3 supervisors and employees that were present during those incidents. I also reviewed CCTV  
4 recordings, sign in/out time sheets and made my recommendation to corporate. I recommended  
5 that Schumerth's employment be terminated. In my investigation I only verbally interviewed the  
6 employees that were involved in the incidents that Schumerth discussed during the NPR  
7 recording. I did not take any written statements from the employees.

8 In the interim of my investigation, several employees approached me and asked if had heard  
9 "Sam" from "Sarasota" on the radio.

10 I sent my investigation report to Vice President of Human Resources Beth Parker, and copied  
11 CEO Doug Bullock, COO Harding and Vice President Williamson.

12 On or about June 9, 2015, I had a telephone conference with Harding and Parker to discuss my  
13 findings and how we were going to proceed with Schumerth. We decided that the best course of  
14 action would be Schumerth's termination of employment. Parker and I prepared Schumerth's  
15 counseling statement dated June 10, 2015.

16 On or about June 11, 2015, I was in an empty office at the airport and asked Tessier to get  
17 Schumerth and bring him to the office for a meeting. When they arrived, I told Schumerth that I  
18 have a counseling statement concerning the information he discussed on the NPR radio show. I  
19 then read the counseling statement verbatim to him, along with my recommendation, which was  
20 termination. Schumerth asked me if I was going to terminate me for this and I responded yes. I  
21 told him that Trinity had determined there was a violation of the Non-Disclosure Agreement,  
22 release of SSI and reporting of a security incident that was not yet public knowledge. I then

- 1 escorted him down to his locker in the break room, secured his Trinity badge, his government
- 2 issued PIV badge and his SIDA badge. I also informed him that I would be providing him with a
- 3 FedEx receipt for all his uniforms.

**I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.**

**I have read this Confidential Witness Affidavit consisting of 6 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.**

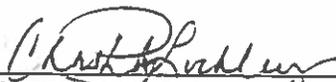
Date:

1/21/2016

Signature:

  
William Scott

Signed and sworn to before me  
on January 21, 2016, at Tampa, Florida



CHASTITY FABON-LOCKLEY  
Board Agent

**TAB**

**“B”**

**Confidential Witness Affidavit**

I Mark Harding, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

My address is 14451 Chamberry Circle, Haymarket, VA 20169

My home telephone number is (703) 729-5933

My e-mail address is markh@trinitytechnologygroup.com

Trinity is represented by Arianne B. Suarez, Esq. of Doublerly, McGuinness & Cicero, 1000 Sawgrass Corporate Pkwy, Suite 500, Sunrise, Florida. Telephone (954) 626-5022.

- 1 Since 2003, I have been the Chief Operating Officer (COO) for Trinity Technology Group, Inc.
- 2 ("Trinity"). I work out of Trinity's corporate headquarters located at 10687 Gaskins Way, Suite
- 3 200, Manassas, Virginia.
- 4 I report to the President and Chief Executive Officer Douglas Bullock. The following individuals
- 5 report to me: Norm Williamson, Vice President of Security Screening Operations, Beth Parker,
- 6 Vice President of Human Resources, and James Smith, Vice President of Contracts.
- 7 Trinity is a company that provides security screening services for the Department of Homeland
- 8 Security, Transportation Security Administration (DHS/TSA).
- 9 Sometime in November 2014, Trinity was awarded a contract with DHS/TSA to provide security
- 10 screening services at the Sarasota-Bradenton International Airport. Trinity began transition in
- 11 December 2014, and took over the complete operations at the Sarasota-Bradenton International
- 12 Airport on April 1, 2015. As part of the transition, Trinity made offers of employment to several

1 operations. During the course of the conversation, Carlson asked us if we heard about the radio  
2 talk show and that it appears someone from the Sarasota-Bradenton International Airport. We all  
3 responded no and Carlson said he had not yet <sup>LISTENED mjt</sup> listened to it, but would forward it to us as soon as  
4 we concluded our meeting.

5 On June 5, 2015, at 11:22 a.m. Carlson, forwarded me, Williamson and Prokop the e-mail from  
6 TSA Deputy Assistant Federal Security Director – Screening, Rochester International Airport  
7 (ROC) James Chapman, with a subject line “TSA on NPR” asking us to listen to the attached  
8 link of the Diane Rehm Show, where a TSO calls in that works in Sarasota.

9 I listened to the radio talk show and immediately recognized the caller to be employee Mark  
10 <sup>mjt</sup> Schumerth. (Schumerth has a distinct voice.) After listening to the radio clip, I informed  
11 Bullock and Parker about it. I also emailed the link to them and Sarasota Program Manager Bill  
12 Scott. After Scott listened to the radio clip he told me he thought the caller was Mark Schumerth.  
13 (I did not tell Scott who I thought the caller was when we first spoke because I wanted to see if  
14 he thought it was the same person.) I believe Scott also let his management team listen to the  
15 radio show and there was no doubt the caller was Schumerth. I also told Scott to let Technical  
16 Manager for TSA Jean \_\_\_\_\_ listen to the radio clip and get her take on it. Scott got back to me  
17 and told me that Jean’s response was immediate termination. (Schumerth used to work for Jean  
18 when he worked for TSA.) I told Scott to conduct an investigation despite Jean’s response  
19 because we did not want to react through our emotions and I told him to get with Parker about it.  
20 I did not talk to Jean or anyone from TSA about the incident.

21 After Scott completed his investigation, I receive a copy of his investigation and had a meeting  
22 with Bullock and Parker about Scott’s findings and we agreed that Schumerth’s employment

1 of the DHS/TSA security screeners at that location. Approximately 33 TSA security screeners  
2 accepted Trinity's offer, including Mark Schumerth.

3 In late April 2015, I traveled to Sarasota for about three (3) or four (4) days to notify the former  
4 TSA employees <sup>mglt</sup> were notified that Trinity would be reducing their hourly wage rate. Trinity's  
5 Program Manager Bill Scott and I met with each employee, individually, and explained to ~~that~~ <sup>THEM THAT MGLT</sup>  
6 Trinity could not sustain the rate of pay. As a consolation, Trinity also gave the employees 60  
7 hours of paid time off. A few of the employees were given on-the-spot promotions and Trinity  
8 did not have to reduce their hourly wage rate. None of the employees chose to resign due to the  
9 reduction in wage. The employees seemed to be pleased that Trinity had given them the 60 hours  
10 of additional paid time off.

11 During the meetings held with each employee, none of them said that they were going to talk to  
12 an attorney and check whether the wage reduction was legal. None of the employees said they  
13 were going to write a letter to the United States Congress or speak with their Congressional  
14 representative and see whether the wage reduction was legal. During our meetings with each  
15 employee, I did not tell them they could not talk about the wage reduction. (Employees talk  
16 about all kinds of topics at the checkpoint.) *I DON'T KNOW THE SUBSTANCE OF THEIR DISCUSSIONS.*  
*mglt*

17 No supervisor or manager from the Sarasota-Bradenton International Airport informed me that  
18 the former TSA employee whose wages were reduced talked about it at the checkpoint.

19 During the morning of June 5, 2015, sometime before 11:22 a.m., I met with <sup>NOAM mglt</sup> Williamson, Rex  
20 Carlson, Contracting Officers Representative (COR) Screening Partnership Program, Office of  
21 Security Operations, Dept. of Homeland Security, Transportation Security Administration and  
22 James Prokop, Program Manager for the Screening Partnership Program at TSA to discuss our

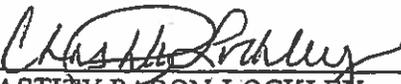
1 should be terminated. At this time I do not recall whether Parker or I notified Scott of the  
2 decision so he could inform Schumerth of his termination of employment. (Scott did not discuss  
3 his findings with me.)  
4 I was not present during the meeting where Schumerth was notified that his employment was  
5 terminated.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 4 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 02/18/2016 Signature:   
Mark Harding

Signed and sworn to before me  
on February 18, 2016, by teleconference.

  
CHASTITY PABON-LOCKLEY  
Board Agent

**TAB**

**“C”**

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

Case No. 12-CA-165643

MARK SCHUMERTH,

Claimant,

v.

TRINITY TECHNOLOGY GROUP,  
INC.,

Respondent.

\_\_\_\_\_/

**AFFIDAVIT OF ELIZABETH PARKER**

State of Virginia

County of Prince William

Before me, the undersigned authority, this day personally appeared  
Elizabeth Parker, who first being duly sworn, deposes and says:

1. My name is Elizabeth Parker. I am over eighteen years of age, and I am providing this affidavit based on my own personal knowledge.
2. I am currently employed by Trinity Technology Group, Inc. ("Trinity") as Vice President, Human Resources.
3. Mark Schumerth was formerly employed as a Security Screener by the Department of Homeland Security Transportation Security Administration (DOH/TSA) at the Sarasota-Bradenton International Airport. Trinity was awarded a contract with DHS/TSA to provide security screening services for DHS/TSA at

the Sarasota-Bradenton International Airport. Trinity began operations at that airport on April 1, 2015. As part of the transition, Trinity offered employment to the DHS/TSA security screeners who were working at that location, including Mark Schumerth.

4. Mark Schumerth accepted employment with Trinity and agreed to and signed an Employee Agreement, Non-Disclosure Agreement, and Trinity's Employee Handbook. True and correct copies of these documents are attached as Exhibits 1, 2, 3 and 4.

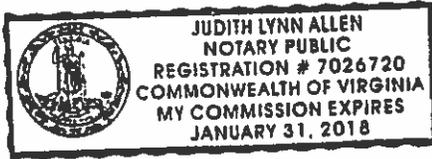
5. Mr. Schumerth engaged in conduct that violated Trinity's policies and procedures as set forth in Exhibits 1, 2, and 3. On June 3, 2015, he called into a national radio show, the Diane Rehm show on National Public Radio. An investigation was performed that concluded that Mr. Schumerth's statements during that call violated his agreements with Trinity and Trinity's policies and procedures resulting in Mr. Schumerth's termination from employment. True and correct copies of the counseling statement and termination documents are attached as Exhibits 4-6. A transcript of his call into the national radio show is attached as Exhibit 7.

6. Trinity provides many avenues for all employees to voice any concerns to Trinity as set forth in the employee handbook.

FURTHER AFFIANT SAYETH NAUGHT

  
Elizabeth Parker

Before me on this 27th day of September, 2016 personally appeared Elizabeth Parker, who is personally known to me or produced \_\_\_\_\_ as identification and being first duly sworn, acknowledged that the foregoing is true and correct.



Judith Lynn Allen  
Signature

JUDITH LYNN ALLEN  
Print name  
Notary Public

# 1134



March 2, 2015

Mark Schumerth  
6363 Gulf Winds Drive, #235  
Saint Petersburg, FL 33706

Dear Cameron,

Trinity Technology Group is pleased to extend an employment offer to you as a **Lead Transportation Security Officer (TSO)** at the **Sarasota-Bradenton International Airport (SRO)** in **Sarasota, FL**. This offer shall remain valid for 72 hours from the date of this letter. You have satisfied your background and training requirement through your current employer the Transportation Security Administration. It is incumbent upon your continued employment with Trinity Technology Group that you maintain your Dual Function Certification in both Checkpoint and Checked Baggage by successfully passing your yearly Practical Skills Evaluation, Image Mastery Test (IMA) and On-Screen Alarm Resolution Protocol (OSARP) Mastery Assessment (OMA) and by meeting the physical requirements as defined in TSAs TSO Medical Standards to comply with the Aviation and Transportation Security Act (ATSA Public Law 107- 71).

Your start date will be on **April 01, 2015**. Your salary will be at an hourly rate of **\$28.10**, which is based on the most current SF 50 you provided. Your position is a Full-time, non-exempt position. Your Trinity Supervisor will be **Mr. Bill Scott**.

Trinity Technology Group offers eligible employees a variety of benefits. Eligibility under these programs commences on the first day of employment (except 401(k)). The company's benefits programs, which are subject to change or termination by the company from time to time, currently include the following:

- 401K Retirement Plan
- Short & Long Term Disability
- Health, Dental & Vision Care coverage for employee and family members
- Flexible Savings Account
- Employee Assistance Program (EAP)
- Life Insurance
- Educational reimbursement

Accumulation and use of annual leave is subject to the company's policies and practices, as amended from time to time. After ninety (90) days of employment you will receive your 90 day evaluation.

We would also like to advise you that the Drug-Free Workplace Act and DoD regulations require defense contractors to guarantee a drug-free workplace. The company has a drug-free workplace program to achieve contract-related goals. In addition, an alcohol-free workplace policy is in place and applies to all personnel. All employees are subject to these requirements. The full cooperation of all employees to meet these standards is expected. Failure to meet these requirements or failure to cooperate will result in disciplinary action, up to and including termination of employment.



An important component of the company's commitment to Equal Employment Opportunity includes its policy against harassment in any form in connection with the individual's job or the individual's workplace or in any form that might be construed as related to the company. An employee's agreement to not engage in harassment in any form, including sexual or racial, in connection with the performance of work is a requirement of the company. Engaging in conduct, which violates this policy, shall result in disciplinary action, up to and including termination of employment. In addition, the company conducts its affairs employing the highest standards of ethics. Accordingly, a high standard of conduct is expected of all Trinity Technology Group employees at all times in order to sustain the reputation of the company.

Our offer should not be construed as a guarantee of employment for any specific duration. Your employment is at-will for an indefinite period of time. You are free to resign at any time for any or no reason. Equally, the company may terminate your employment at any time for any or no reason. No promises or representations have been made contrary to the at-will employment relationship. This offer supersedes all prior discussions of offer terms whether written or verbal.

If you choose to leave the company within one year from the date of employment you will be required to reimburse 100% of any amounts owed to the company. These include, but are not limited to, monies used to train or in association with training costs, software or other tools and property used but not returned. You will also be required to reimburse all advances made on your behalf including, but not limited to, moving expenses, sign-on bonuses, and educational funding assistance. Further you agree that the company may deduct these amounts from any final paycheck due to you. Additionally, the company shall be entitled to its costs and attorney's fees for enforcement of this provision.

With your acceptance of this offer, we are requesting that you complete and return the attached Consumer Notification and Employment forms. Please return it with the original signed offer letter. **You should also be aware that on your report to work date, you should bring with you documents that we can use to verify your authorization to work in the United States. Employment is contingent upon your ability to demonstrate your authorization to work in the United States.**

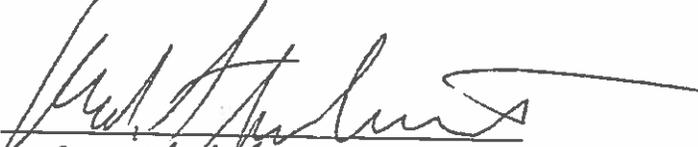
If you have any questions about any other areas not covered above, please feel free to call our HR department at 703-345-1660. Please sign the enclosed offer letter and return as soon as possible. We look forward to working with you on this exciting opportunity.

Sincerely yours,

  
Mark J. Harding  
Chief Operating Officer

Signature of Acceptance

Date

  
2 MAR 15



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### Employee Agreement

THIS EMPLOYMENT AGREEMENT is made as of the 22nd day of March, 2015, by and between Mark Schumerth, ("Employee") and Trinity Technology Group, a Virginia Company (the "Company").

WHEREAS, the Employee desires to be hired by the Company and the Company desires to hire the Employee,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Term:** This Agreement is effective as of 4/1/2015 (the "Effective Date"). This agreement can be terminated at any time by mutual consent or by either party hereto for any reason or no reason.
- Employee Services:** The Company agrees to employ the Employee commencing on the Effective Date of this Agreement, and Employee agrees to be employed by the Company and to perform those tasks and duties assigned to him or her by the Company from time to time (the "Services"). The Employee agrees to devote his undivided time and attention, during the Company's customary business hours, to the business of the Company subject to reasonably scheduled leave in addition to the Company's regular holidays.
- Salary and Expenses:** The Employee shall be paid a salary on a semi-monthly basis, in arrears. The Company shall reimburse the Employee for reasonable out-of-pocket expenses, upon receipt of vouchers or receipts in a manner consistent with the Company's policy and procedures for reimbursement of expenses.
- Withholding:** There shall be deducted from any payments made hereunder any taxes or other amounts required to be withheld by any entity having jurisdiction over the matter.
- Certain Terminations:** Notwithstanding anything in this Agreement to the contrary, the Company shall have the option to immediately terminate the employment of the Employee at any time without prior notice and without payment of any amounts under Sections 3 or 6 (other than amounts owed to the Employee for time worked, expenses incurred, or Leave accrued) in the event that (i) the employee shall act, or fail to act, in such fashion as to constitute dishonesty or misconduct, as determined by the President of the Company in his or her sole discretion. (ii) the Employee breaches any covenant contained in this Agreement, or (iii) the Employee's work performance is unsatisfactory, or (iv) the Employee's duties require a particular security clearance or access to particular classified information and the Employee is no longer eligible for such clearance or access. Nothing contained in this section 5 shall be constructed to be a limitation on section 1 above.



Initials MS



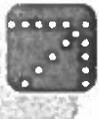
## Employee Agreement

6. **Plan Participation:** The Employee shall be entitled to participate in any profit sharing, bonus, stock or other plan or program to be established for the benefit of employees generally of the company and shall be entitled to leave, insurance coverage, etc. as is generally made available to the Company's employees, at such levels as are determined appropriate under, and in accordance with all of the terms and conditions of, such plans or programs; provided, however, that in all events the eligibility and other terms of any such plans or programs as they may change from time to time in the sole discretion of the Company shall govern the participation of the employee therein. In the case of benefits plans, in the event of any conflict between this Agreement, and the actual Plan, the actual Plan shall control. The Company reserves the right to amend or terminate any Plan at any time, including any contribution percentages. Benefits are the exclusive responsibility of the insurance company underwriting the Plan, if any.

7. **Certain Covenants:** The Employee agree to (i) if the Employee's duties require security clearance, voluntarily submit to any investigation on national security issues or any polygraph test required by the government and permitted by law; and (ii) submit to drug testing administered by a government approved laboratory, the negative results of which are a condition of employment.

All Employees will be subject to random drug testing in accordance with applicable laws. Such covenants are a condition to the employment of the Employee by the Company. Employment is contingent on the Employee's ability to obtain security clearances as required by the Employee's duties.

8. **Confidential Matters:** (a) Employee understands that during the term of this Agreement he may acquire knowledge of confidential information pertaining to the business affairs of the Company and its clients and the know-how and expertise of the Company and its clients. The Employee agrees that he will not, at any time during or after his employment with the Company, make any unauthorized disclosure or use of any Confidential Business Information or Trade Secrets of the Company or make any use thereof, except in the carrying out of any employment or consulting responsibilities for the Company. Confidential Business Information and/or Trade Secrets includes, but is not limited to the Company's: (1) products, processes, formulae, patterns, compilations, programs, devices, methods, techniques, inventions, software, and improvements thereto; (2) research and development activities; (3) designs and technical data; (4) marketing or other business development activities, including without limitation prospective or actual bids or proposals, pricing information and financial information, methods and systems used in obtaining sales and providing services; (5) identity of or proprietary information regarding the Company's customers or suppliers; or (6) other administrative, management, planning, financial, marketing, purchasing, or manufacturing activities; provided, however, that confidential business information or trade secrets shall not include information which at the time of disclosure is generally known in the business and industry in which the Company is engaged. (b) As a result of the Employee's employment by the Company, he may also from time to time have access to, or knowledge of, Confidential



## Employee Agreement

Business Information or Trade Secrets of third parties, including without limitation customers, suppliers, partners, and joint ventures of the Company. The Employee shall preserve and protect the confidentiality of such third party Confidential Business Information and Trade Secrets to the same extent, and on the same basis, as the Company's Confidential Business Information and Trade Secrets. The Employee will not, at any time make any unauthorized disclosure of such Confidential Business Information or Trade Secrets of any such third party or make any use thereof other than as authorized in connection with carrying out any employment responsibilities; provided that Confidential Business Information or Trade Secrets shall not include information which at the time of disclosure is generally known in the business and industry in which the Company is engaged. (c) Upon expiration or termination of this Agreement for any reason, Employee shall surrender all such documents, materials or any such information reduced to a tangible form and any other Confidential Information within his possession to the Company.

9. **Restrictive Covenant:** The Employee acknowledges that the benefit of the Services of the Employee to the Company are declared to be not measurable in terms of money alone because of the knowledge that Employee may acquire of the business affairs of the Company, the know-how and expertise of the Company and any Confidential Business Information of the Company or its clients. Without the express prior written consent of the Company, Employee shall not, during the term of this Agreement, and for a period of one year after the date of any termination of this Agreement, alone or as a sole proprietorship or as a member of a partnership, or an officer, director, independent contractor, or employee, of any Company, person, institution, foundation or other entity, or as an advisor or consultant, directly or indirectly, develop or seek to develop, or market, provide, or produce services or products (a) similar and competitive services or products provided by the Company or (b) employing proprietary expertise or know-how used by, or Confidential Business Information of, the Company, or any of its clients with the intent or effect of directly competing with Company.
10. **Representation, Warranty and Covenant:** (i) Employee represents, warrants and covenants to the Company the Employee has not engaged in any activity, and is not bound by any restriction, agreement, judgment or other limitation, including any covenant not to compete, with a former Employer (or otherwise) limiting the Employee's ability to enter into this Agreement and to provide the Services to the Company, and (iii) the Employee, in providing the Services under this Agreement, will not engage in any activity or taken any action that would be in conflict with or that would result in a breach or violation of any agreement, judgment, or understanding with any person.
- (ii) Employee represents that, except as disclosed in a separate letter or exhibit attached hereto and provided to the Company at the time this Agreement is executed, Employee does not own or have any rights to any writings, original works of authorship, inventions, developments, concepts, improvements designs, discoveries, ideas, trademarks, work product, trade secrets or other intellectual property, whether tangible or intangible, which were made by Employee prior to Employee's employment with the



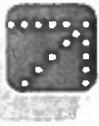
Integrity, Value and Service for National Security

## Employee Agreement

Company, which Employee wishes to retain as Employee's own and against any claims of ownership by the Company.

- (iii) The Company has the legal obligation to operate consistent with all applicable contracts and government regulations. In order to ensure compliance with all contractual and other legal obligations, Employee shall promptly disclose to the Company all material created, composed, made, written, discovered, conceived or acquired, whether tangible or intangible, by Employee during the course of Employee's employment with the Company, whether related to Employee's duties or otherwise, including without limitation all writings, original works of authorship, inventions, developments, concepts, improvements, designs, discoveries, ideas, trademarks, work product, trade secrets or other intellectual property, whether tangible or intangible, ("Inventions and Copyright Work"). Employee agrees that all Inventions and Copyright Work, including all copyrights, any extension or renewals, and all related work, shall be considered, in the event it is copyrightable subject matter, a work made for hire and the exclusive property of the Company and as the owner the Company shall have the right, at its own expense, to obtain and to hold in its own name copyrights, patents, registrations or such other protection as may be appropriate to said Inventions and Copyright Work. Employee agrees to provide the Company and its assigns the full, sole and continuing right (without any payments or liabilities to any person) to use the Inventions and Copyright Work and to exercise all rights in such Inventions and Copyright Work as may be reserved in an owner or author (including without limitation the right to publish, perform, reproduce and distribute) throughout the world any or all portions of the material, either as a complete unit or in segments, in any way the Company sees fit and for any purpose whatsoever. Upon request, Employee shall insert a proper statutory copyright notice at an appropriate location on copyrightable material, and on all portions and on all related items which may be subject to copyright protection, which copyright notice shall specify the Company (or its assigns) as the sole copyright owner. Employee further agrees to execute all such additional documents including, without limitation, copyright or patent applications, as the Company (or its assigns) may reasonably require to perfect and protect its rights referred to herein including, if necessary, an assignment which assigns the Company whatever Employee rights which may exist in the Inventions and Copyright Work. The provisions contained in this Subsection 10(iii) may only be varied by written permission granted by a Company corporate officer.
- (iv) It is provided however, in the interest of clarity that any provision herein which provides that the Employee shall assign, or offer to assign, any rights held by Employee in any Invention or Copyright Work shall not apply to an Invention or Copyright Work that the Employee developed entirely on his or her own time without use of Company equipment, supplies, facilities, trade secret information or Confidential Business Information except for those Inventions or Copyright Works that either (1) relate at the time of conception or reduction to practice or expression to the Company's business or

Handwritten initials in black ink, appearing to be "M/A".



## Employee Agreement

actual or demonstrably anticipated research or development of the Company; or (2) result from any work performed by the Employee for the Company.

- (v) Employee agrees that the Company possesses other proprietary and intellectual property rights, including without limitation, copyright, patent, trademark and trade secret rights, in all Confidential Business Information as defined in Section 8, and in the written work product of the Company, both of which will subsist regardless of the terms of this Agreement. Employee further agrees that all tangible work products of the Company may not be copied, modified, reformatted or paraphrased at any time without the prior written permission of the Company. Employee agrees that any unauthorized use of the work product or otherwise protected intellectual property of the Company by Employee will constitute infringement of the proprietary and intellectual property rights of the Company and a breach of this agreement. Employee acknowledges that the Company's Confidential Business Information, work product or otherwise protected intellectual property constitutes unique, valuable and special property of the Company, and that any unauthorized use or disclosure by Employee may cause irreparable injury and damage to the Company.

11. **Non-Solicitation:** The Employee agrees that he will not during his employment with the Company, and for a one (1) year period immediately following the termination of employment with the Company (whether voluntary or involuntary, and for whatever reason), directly or indirectly, alone or as a partner, officer, director, member, employee, consultant, agent, or independent contractor, of any competitive business, other than the Company, divert, interfere with, take away, canvass, solicit, call upon, communicate with or contact any Customer for the purpose of providing services the same as or similar to the services the Company is providing or has provided to the Customer during the one year period preceding Employee's termination date.

12. **Non-Interference:** Furthermore, the Employee agrees that he will not, during the period commencing on the date hereof and ending on the first anniversary of the termination of his employment with the Company (for whatever reason), directly or indirectly, alone or as a partner, officer, director, member, employee, consultant, agent, or independent contractor, of any competitive business:

- (a) disrupt, damage, or interfere with the Company's business, including but not limited to disrupting its relationships with customers, agents, representatives or vendors, or otherwise;
- (b) solicit, hire or knowingly permit any competitive business directly or indirectly controlled by Employee to solicit, hire away or otherwise raid any employee of the Company, or in any manner seek to induce any such person to leave his or her employment with the Company.



*Integrity, Value and Service for National Security*

## Employee Agreement

- (c) profit from Employee's special and unique knowledge of the Company's lists of Customers (or any part thereof);
  - (d) disclose the Company's lists of customers (or any part thereof) to any other person, firm, Company, or any other entity for any reason or purpose whatsoever.
13. **Definition of Customer:** For purposes of this Agreement, "Customer" shall be defined as any person, business or entity and/or ordering level authority within a government agency or program for whom or with whom the Company has, during the one (1) year period immediately preceding the Employee's termination of employment, whether or not through the Employee's individual efforts: (1) performed services and/or sold products; (2) participated in a bid or proposal; and/or (3) negotiated or attempted to negotiate a business agreement.
14. **Reasonableness:** Employee recognizes that the limitations set forth in Sections 8-12 above permit Employee to continue Employee's chosen career in the same geographic area without any interruption, while protecting the legitimate business interests of the Company in its customer, prospective customer and employee relationships, and Employee agrees that the above restrictions are reasonable, including the short length of time and the narrow and specific area of business in which competition is limited as to those customers, accounts, and employees. Employee agrees that these limitations are reasonable given the highly competitive and sensitive nature of the business the Company engages in and are required for the protection of the Company based upon numerous factors including the knowledge and information to which Employee will have access during Employee's employment with the Company. Employee agrees that in addition to any other remedies, including an action for damages, the Company also may seek and obtain injunctive relief, against Employee. If the Company seeks enforcement based upon a breach of the aforesaid Restrictive Covenants and prevails in that effort, including, without limitation, by obtaining temporary injunctive relief, then Employee shall be responsible for reimbursing the Company for its reasonable attorney's fees and costs incurred in the litigation.
15. **Separate Agreement:** The terms and limitations contained in Sections 8-14 form a separate and independent Agreement(s) which survive any termination of Employee's employment, and form a continuing obligation, as provided therein, on Employee's behalf which may not be waived except in a writing executed by both parties to this Agreement.
16. **Professional Standards:** Employee agrees that the work performed hereunder shall represent his best efforts and shall be of the highest professional standards and quality.
17. **Government-Supported Projects:** If the Employee performs work for the Company on Government-supported projects, the following provisions apply:
- a. **Inspection of Record:** Employee agrees that his financial and cost records and supporting documents relating to the expenses and disbursements for which he seeks reimbursement hereunder, in addition to his fixed compensation shall be subject to the



## Employee Agreement

Government's and the Company's inspection and audit at reasonable times, if requested, and that he will retain copies of such records and supporting documents for a period of six(6) years from completion or termination of this Agreement or for such time as the Government may require.

- b. Government Audit. Employee agrees that the Comptroller General of the United States, or any of his duly authorized representative and, whenever and to the extent that he performs work under any contract between the Company and an agency of the United States Government, such agency shall have access to and the right to examine any of his directly-pertinent books, documents, papers and records involving transactions related to this Agreement, unless the Government Authorizes their prior deposition.
- c. Covenant Against Contingent Fees. Employee warrants to the Company and Government that no person or selling agency has been employed or retained by him to secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee. Employee agrees that for breach or violation of this warrant, both the Government and the Company shall have that right to annul this understanding without liability and, in the discretion of each or either, to deduct from employee's compensation hereunder or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- d. Official Not to Benefit: Employee agrees that no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
- e. Equal Opportunities. In connection with performance of work under this Agreement, Employee and the Company agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The aforesaid provision shall include, but not be limited to, the following: hiring, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation and selection for training, including apprenticeship. Employee also understands that an important component of the Company's commitment to equal opportunity includes its policy against harassment in any form, including sexual or racial harassment. Employee agrees not to engage in harassment in any form in connection with performance of work under this Agreement, and understands that such conduct may result in immediate termination.
- f. Other Requirement. Employee agrees to comply with all applicable laws, rules and regulations and all requirements that the Company is required, by the law terms of any government prime contract, to include in its contracts with persons providing supplies or services for the performance of the contract. Employee will comply with all applicable and U.S. Government security regulations. The Company reserves the right and the employee agrees to such reservation, to terminate this Agreement at any time if the employee is not at all times eligible, as determined by an appropriate U.S. government organization, for access to such classified information.
- g. Responsibility Matters. Employee represents that he (i) is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts



## Employee Agreement

by any Federal agency; (ii) has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against him for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state anti-trust statutes relating to the submission of offers; or commission embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or civilly charged by a governmental entity with, commission of any of the foregoing offenses.

- h. Specified Laws. In connection with the performance of work under this Agreement, Employee agrees to comply with the requirements of (i) the Procurement Integrity Act, 41 U.S.C. 423, and the implementing regulations at FAR 3.104; (ii) the Anti- Kickback Act, 41 U.S.C. 51-58, and implementing regulations at FAR 3.502; and (iii) the Byrd Amendment, 31 U.S.C. 1352, and the implementing regulations at FAR Subpart 3.8.

18. Risk of Loss: Employee assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by him.
19. Notices: All notices and other communications required or permitted by this Agreement to be delivered by the Company or Employee to the other party shall be delivered in writing to the other party's last known address, either personally by hand-delivery, by facsimile transmission or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified above or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile transmission (with confirmed receipt) or upon the date or actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be.
20. Amendments and Termination; Entire Agreement: This Agreement may not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of the Company and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements, whether written or oral.
21. Severability: All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
22. Waiver of Rights: No waiver by the Company or Employee of a right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind. Further, no waiver by the Company shall be deemed effective or



### Employee Agreement

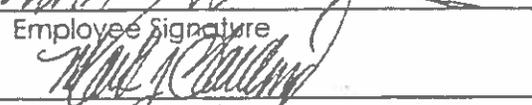
enforceable against the Company unless it is set forth in a written acknowledgement signed by the CEO of the Company.

- 23. **Counterparts:** This Agreement may be executed in separate counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument.
- 24. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions. The parties hereto agree to personal jurisdiction in the Commonwealth of Virginia and that the exclusive venue for any dispute shall be the Fairfax County Circuit Court. In the event that there is no other manner of service, Employee hereby appoints the Secretary of the Commonwealth of Virginia.
- 25. **Gender:** Except where the context otherwise requires, wherever used the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the word "or" is used in the inclusive sense.
- 26. **Assignments:** This Agreement may not be assigned by Employee but may be assigned by the Company, either in part or in whole, including any of the Services of Employee to be furnished to the Company, and other rights inuring to the benefit of the Company hereunder, such as patent rights, copyrights or other interests in the Subject Inventions or the right to enforce covenants of the Employee hereunder, to any reasonably acceptable organization or entity (any assignment of Services to a client of the Company hereby being recognized as acceptable).
- 27. **Binding Effect:** This Agreement is binding on the parties hereto and their respective successors, heirs, dual representatives and assigns.

IN WITNESS WHEREOF, the Company and Employee have set their hands as of the date first written above.

  
\_\_\_\_\_  
Employee Signature

1 APR 15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Executive Signature

# NON-DISCLOSURE AGREEMENT

I, Mark Schumert h, an individual official, employee, consultant, or subcontractor of or to ~~Trans Tech~~ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials: MS | **Protected Critical Infrastructure Information (PCII)**

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials: MS | **Sensitive Security Information (SSI)**

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials: MS | **Other Sensitive but Unclassified (SBU)**

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.



4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same manner as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

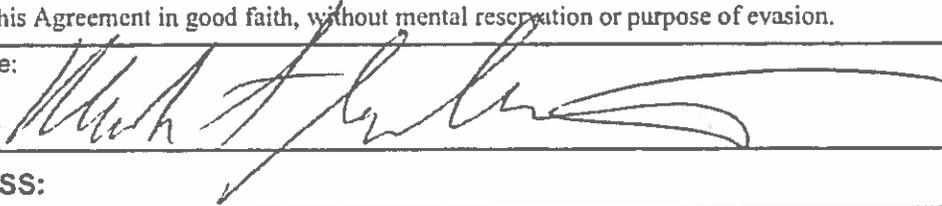
17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY  
**NON-DISCLOSURE AGREEMENT**  
Acknowledgement

Typed/Printed Name: <i>Marty Schamerth</i>	Government/Department/Agency/Business Address <b>Trinity Technology Group</b> 10687 Gaskin Way; 200 Manassas, VA 20109	Telephone Number: <i>703-345-1660</i>
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

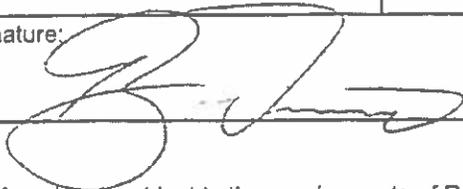
Signature:



**WITNESS:**

Typed/Printed Name: <i>Brian Tesser</i>	Government/Department/Agency/Business Address <b>Trinity Technology Group</b> 10687 Gaskin Way; 200 Manassas, VA 20109	Telephone Number: <i>703-345-1660</i>
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Signature:



This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

Department of Homeland Security  
Transportation Security Administration  
49 CFR 1520 – The SSI Regulation

Prepared by the TSA SSI Office, incorporating the following: Volume 69 of the Federal Register at page 28082 (cited as 69 FR 28082), May 18, 2004 as amended on January 7, 2005 at 70 FR 1382, July 19, 2005 at 70 FR 41599, May 26, 2006 at 71 FR 30507, and November 26, 2008 at 73 FR 72129, effective December 26, 2008.

PART 1520—PROTECTION OF SENSITIVE SECURITY INFORMATION



Sec.	Scope
1520.1	Scope
1520.3	Terms used in this part
1520.5	Sensitive security information
1520.7	Covered persons
1520.9	Restrictions on the disclosure of SSI
1520.11	Persons with a need to know
1520.13	Marking SSI
1520.15	SSI disclosed by TSA or the Coast Guard
1520.17	Consequences of unauthorized disclosure of SSI
1520.19	Destruction of SSI

Authority: 46 U.S.C. 70102–70106, 70117, 49 U.S.C. 114, 40113, 44901–44907, 44913–44914, 44916–44918, 44935–44936, 44942, 46105.

§ 1520.1 Scope.

(a) *Applicability.* This part governs the maintenance, safeguarding, and disclosure of records and information that TSA has determined to be Sensitive Security Information, as defined in § 1520.5. This part does not apply to the maintenance, safeguarding, or disclosure of classified national security information, as defined by Executive Order 12968, or to other sensitive unclassified information that is not SSI, but that nonetheless may be exempt from public disclosure under the Freedom of Information Act. In addition, in the case of information that has been designated as critical infrastructure information under section 214 of the Homeland Security Act, the receipt, maintenance, or disclosure of such information by a Federal agency or employee is governed by section 214 and any implementing regulations, not by this part.

(b) *Delegation.* The authority of TSA and the Coast Guard under this part may be further delegated within TSA and the Coast Guard, respectively.

§ 1520.3 Terms used in this part.

In addition to the terms in § 1500.3 of this chapter, the following terms apply in this part:

*Administrator* means the Under Secretary of Transportation for Security referred to in 49 U.S.C. 114(b) or his or her designee.

*Coast Guard* means the United States Coast Guard.

*Covered person* means any organization, entity, individual, or other person described in § 1520.7. In the case of an individual, *covered person* includes any individual applying for employment in a position that would be a covered person, or in training for such a position, regardless of whether that individual is receiving a wage, salary, or other form of payment. *Covered person* includes a person applying for certification or other form of approval that, if granted, would make the person a covered person described in § 1520.7.

*DHS* means the Department of Homeland Security and any directorate, bureau, or other component within the Department of Homeland Security, including the United States Coast Guard.

*DOT* means the Department of Transportation and any operating administration, entity, or office within the Department of Transportation, including the Saint Lawrence Seaway Development Corporation and the Bureau of Transportation Statistics.

*Federal Flight Deck Officer* means a pilot participating in the Federal Flight Deck Officer Program under 49 U.S.C. 44921 and implementing regulations.

*Maritime facility* means any facility as defined in 33 CFR part 101.

*Rail facility* means "rail facility" as defined in 49 CFR 1580.3.

*Rail hazardous materials receiver* means "rail hazardous materials receiver" as defined in 49 CFR 1580.3.

*Rail hazardous materials shipper* means "rail hazardous materials shipper" as defined in 49 CFR 1580.3.

*Rail secure area* means "rail secure area" as defined in 49 CFR 1580.3.

*Rail transit facility* means "rail transit facility" as defined in 49 CFR 1580.3.

*Rail transit system or Rail Fixed Guideway System* means "rail transit system" or "Rail Fixed Guideway System" as defined in 49 CFR 1580.3.

*Railroad* means "railroad" as defined in 49 U.S.C. 20102(f).

*Railroad carrier* means "railroad carrier" as defined in 49 U.S.C. 20102(g).

*Record* includes any means by which information is preserved, irrespective of format, including a book, paper, drawing, map, recording, tape, film, photograph, machine-readable material, and any information stored in an electronic format. The term *record* also includes any draft, proposed, or recommended change to any record.

*Security contingency plan* means a plan detailing response procedures to address a transportation security incident, threat assessment, or specific threat against transportation, including details of preparation, response, mitigation, recovery, and reconstitution procedures, continuity of government, continuity of transportation operations, and crisis management.

*Security program* means a program or plan and any amendments, developed for the security of the following, including any comments, instructions, or implementing guidance:

- (1) An airport, aircraft, or aviation cargo operation;
- (2) A fixed base operator;
- (3) A maritime facility, vessel, or port area; or
- (4) A transportation-related automated system or network for information processing, control, and communications.

*Security screening* means evaluating a person or property to determine whether either poses a threat to security.

*SSI* means sensitive security information, as described in § 1520.5.

*Threat image projection system* means an evaluation tool that involves periodic presentation of fictional threat images to operators and is used in connection with x-ray or explosives detection systems equipment.

*TSA* means the Transportation Security Administration.

*Vulnerability assessment* means any review, audit, or other examination of the security of a transportation infrastructure asset, airport, maritime facility, port area, or vessel, aircraft, railroad, railroad carrier, rail facility, train, rail hazardous materials shipper or receiver facility, rail transit system, rail transit facility, commercial motor vehicle, or pipeline, or a transportation-related automated system or network to determine its vulnerability to unlawful interference, whether during the conception, planning, design, construction, operation, or decommissioning phase. A *vulnerability assessment* may include proposed, recommended, or directed actions or countermeasures to address security concerns.

§ 1520.5 Sensitive security information.

(a) *In general.* In accordance with 49 U.S.C. 114(s), SSI is information obtained or developed in the conduct of security activities, including research and development, the disclosure of which TSA has determined would—

- (1) Constitute an unwarranted invasion of privacy (including but not limited to, information contained in any personnel, medical, or similar file);
- (2) Reveal trade secrets or privileged or confidential information obtained from any person; or
- (3) Be detrimental to the security of transportation.

(b) *Information constituting SSI.* Except as otherwise provided in writing by TSA in the interest of public safety or in furtherance of transportation security, the following information, and records containing such information, constitute SSI:

- (1) *Security programs and contingency plans.* Any security program or security contingency plan issued, established, required, received, or approved by DOT or DHS, including—
- (i) Any aircraft operator, airport operator, or fixed base operator security program, or security contingency plan, under this chapter;
  - (ii) Any vessel, maritime facility, or port area security plan required or directed under Federal law;
  - (iii) Any national or area security plan prepared under 46 U.S.C. 70103; and
  - (iv) Any security incident response plan established under 46 U.S.C. 70101.
- (2) *Security Directives.* Any Security Directive or order—
- (i) Issued by TSA under 49 CFR 1542.303, 1544.305, 1548.19, or other authority;
  - (ii) Issued by the Coast Guard under the Maritime Transportation Security Act, 33 CFR part 6, or 33 U.S.C. 1221 *et seq.*, related to maritime security; or
  - (iii) Any comments, instructions, and implementing guidance pertaining thereto.
- (3) *Information Circulars.* Any notice issued by DHS or DOT regarding a threat to aviation or maritime transportation, including any—
- (i) Information circular issued by TSA under 49 CFR 1542.303, 1544.305, 1548.19, or other authority; and
  - (ii) Navigation or Vessel Inspection Circular issued by the Coast Guard related to maritime security.
- (4) *Performance specifications.* Any performance specification and any description of a test object or test procedure, for—
- (i) Any device used by the Federal government or any other person pursuant to any aviation or maritime transportation security requirements of Federal law for the detection of any person, and any weapon, explosive, incendiary, or destructive device, item, or substance; and
  - (ii) Any communications equipment used by the Federal government or any other person in carrying out or complying with any aviation or maritime transportation security requirements of Federal law.
- (5) *Vulnerability assessments.* Any vulnerability assessment directed, created, held, funded, or approved by the DOT, DHS, or that will be provided to DOT or DHS in support of a Federal security program.
- (6) *Security inspection or investigative information.*
- (i) Details of any security inspection or investigation of an alleged violation of aviation, maritime, or rail transportation security requirements of Federal law that could reveal a security vulnerability, including the identity of the Federal special agent or other Federal employee who conducted the inspection or audit.
  - (ii) In the case of inspections or investigations performed by TSA, this includes the following information as to events that occurred within 12 months of the date of release of the information, the name of the airport where a violation occurred, the airport identifier in the case number, a description of the violation, the regulation allegedly violated, and the identity of any aircraft operator in connection with specific locations or specific security procedures. Such information will be released after the relevant 12-month period, except that TSA will not release the specific gate or other location on an airport where an event occurred, regardless of the amount of time that has passed since its occurrence. During the period within 12 months of the date of release of the information, TSA may release summaries of an aircraft operator's, but not an airport operator's, total security violations in a specified time range without identifying specific violations or locations. Summaries may include total enforcement actions, total proposed civil penalty amounts, number of cases opened, number of cases referred to TSA or FAA counsel for legal enforcement action, and number of cases closed.
- (7) *Threat information.* Any information held by the Federal government concerning threats against transportation or transportation systems and sources and methods used to gather or develop threat information, including threats against cyber infrastructure.
- (8) *Security measures.* Specific details of aviation, maritime or rail transportation security measures, both operational and technical, whether applied directly by the Federal government or another person, including—
- (i) Security measures or protocols recommended by the Federal government;
  - (ii) Information concerning the deployments, numbers, and operations of Coast Guard personnel engaged in maritime security duties and Federal Air Marshals, to the extent it is not classified national security information;
  - (iii) Information concerning the deployments and operations of Federal Flight Deck Officers, and numbers of Federal Flight Deck Officers aggregated by aircraft operator; and
  - (iv) Any armed security officer procedures issued by TSA under 49 CFR part 1562.
- (9) *Security screening information.* The following information regarding security screening under aviation or maritime transportation security requirements of Federal law:
- (i) Any procedures, including selection criteria and any comments, instructions, and implementing guidance pertaining thereto, for screening of persons, accessible property, checked baggage, U.S. mail, stores, and cargo, that is conducted by the Federal government or any other authorized person;
  - (ii) Information and sources of information used by a passenger or property screening program or system, including an automated screening system;
  - (iii) Detailed information about the locations at which particular screening methods or equipment are used, only if determined by TSA to be SSI;
  - (iv) Any security screener test and scores of such tests;
  - (v) Performance or testing data from security equipment or screening systems;
  - (vi) Any electronic image shown on any screening equipment monitor, including threat images and descriptions of threat images for threat image projection systems.
- (10) *Security training materials.* Records created or obtained for the purpose of training persons employed by, contracted with, or acting for the Federal government or another person to carry out any aviation, maritime, or rail transportation security measures required or recommended by DHS or DOT.
- (11) *Identifying information of certain transportation security personnel.*
- (i) Lists of the names or other identifying information that identify persons as—
    - (A) Having unsecured access to a secure area of an airport, a rail secure area, or a secure or restricted area of a maritime facility, port area, or vessel;
    - (B) Holding a position as a security screener employed by or under contract with the Federal government pursuant to aviation or maritime transportation security requirements of Federal law, where such lists are aggregated by airport;
    - (C) Holding a position with the Coast Guard responsible for conducting vulnerability assessments, security boardings, or engaged in operations to enforce maritime security requirements or conduct force protection;
    - (D) Holding a position as a Federal Air Marshal, or
  - (ii) The name or other identifying information that identifies a person as a current, former, or applicant for Federal Flight Deck Officer.
- (12) *Critical aviation, maritime, or rail infrastructure asset information.* Any list identifying systems or assets, whether physical or virtual, so vital to the aviation, maritime, or rail transportation system (including rail hazardous materials shippers and rail hazardous materials receivers) that the

incapacity or destruction of such assets would have a debilitating impact on transportation security, if the list is—

- (i) Prepared by DHS or DOT, or
- (ii) Prepared by a State or local government agency and submitted by the agency to DHS or DOT.

(13) *Systems security information.* Any information involving the security of operational or administrative data systems operated by the Federal government that have been identified by the DOT or DHS as critical to aviation or maritime transportation safety or security, including automated information security procedures and systems, security inspections, and vulnerability information concerning those systems.

(14) *Confidential business information.*

- (i) Solicited or unsolicited proposals received by DHS or DOT, and negotiations arising therefrom, to perform work pursuant to a grant, contract, cooperative agreement, or other transaction, but only to the extent that the subject matter of the proposal relates to aviation or maritime transportation security measures;
- (ii) Trade secret information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities, and
- (iii) Commercial or financial information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities, but only if the source of the information does not customarily disclose it to the public.

(15) *Research and development.* Information obtained or developed in the conduct of research related to aviation, maritime, or rail transportation security activities, where such research is approved, accepted, funded, recommended, or directed by DHS or DOT, including research results.

(16) *Other information.* Any information not otherwise described in this section that TSA determines is SSI under 49 U.S.C. 114(s) or that the Secretary of DOT determines is SSI under 49 U.S.C. 40119. Upon the request of another Federal agency, TSA or the Secretary of DOT may designate as SSI information not otherwise described in this section.

(c) *Loss of SSI designation.* TSA or the Coast Guard may determine in writing that information or records described in paragraph (b) of this section do not constitute SSI because they no longer meet the criteria set forth in paragraph (a) of this section.

#### § 1520.7 Covered persons.

Persons subject to the requirements of part 1520 are:

- (a) Each airport operator, aircraft operator, and fixed base operator subject to the requirements of subchapter C of this chapter, and each armed security officer under subpart B of part 1562.
- (b) Each indirect air carrier, as defined in 49 CFR 1540.5.
- (c) Each owner, charterer, or operator of a vessel, including foreign vessel owners, charterers, and operators, required to have a security plan under Federal or International law.
- (d) Each owner or operator of a maritime facility required to have a security plan under the Maritime Transportation Security Act (Pub. L. 107-295), 46 U.S.C. 70101 *et seq.*, 33 CFR part 6, or 33 U.S.C. 1221 *et seq.*
- (e) Each person performing the function of a computer reservation system or global distribution system for airline passenger information.
- (f) Each person participating in a national or area security committee established under 46 U.S.C. 70112 or a port security committee.
- (g) Each industry trade association that represents covered persons and has entered into a non-disclosure agreement with the DHS or DOT.
- (h) DHS and DOT.
- (i) Each person conducting research and development activities that relate to aviation or maritime

transportation security and are approved, accepted, funded, recommended, or directed by DHS or DOT.

- (j) Each person who has access to SSI, as specified in § 1520.11.
- (k) Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.
- (l) Each person for which a vulnerability assessment has been directed, created, held, funded, or approved by the DOT, DHS, or that has prepared a vulnerability assessment that will be provided to DOT or DHS in support of a Federal security program.
- (m) Each person receiving SSI under § 1520.15(d) or (e).
- (n) Each railroad carrier, rail hazardous materials shipper, rail hazardous materials receiver, and rail transit system subject to the requirements of part 1560 of this chapter.

#### § 1520.9 Restrictions on the disclosure of SSI.

- (a) *Duty to protect information.* A covered person must—
  - (1) Take reasonable steps to safeguard SSI in that person's possession or control from unauthorized disclosure. When a person is not in physical possession of SSI, the person must store it a secure container, such as a locked desk or file cabinet or in a locked room.
  - (2) Disclose or otherwise provide access to SSI only to covered persons who have a need to know, unless otherwise authorized in writing by TSA, the Coast Guard, or the Secretary of DOT.
  - (3) Refer requests by other persons for SSI to TSA or the applicable component or agency within DOT or DHS.
  - (4) Mark SSI as specified in § 1520.13.
  - (5) Dispose of SSI as specified in § 1520.19.
- (b) *Unmarked SSI.* If a covered person receives a record containing SSI that is not marked as specified in § 1520.13, the covered person must—
  - (1) Mark the record as specified in § 1520.13; and
  - (2) Inform the sender of the record that the record must be marked as specified in § 1520.13.
- (c) *Duty to report unauthorized disclosure.* When a covered person becomes aware that SSI has been released to unauthorized persons, the covered person must promptly inform TSA or the applicable DOT or DHS component or agency.
- (d) *Additional Requirements for Critical Infrastructure Information.* In the case of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act, any covered person who is a Federal employee in possession of such information must comply with the disclosure restrictions and other requirements applicable to such information under section 214 and any implementing regulations.

#### § 1520.11 Persons with a need to know.

- (a) *In general.* A person has a need to know SSI in each of the following circumstances:
  - (1) When the person requires access to specific SSI to carry out transportation security activities approved, accepted, funded, recommended, or directed by DHS or DOT.
  - (2) When the person is in training to carry out transportation security activities approved, accepted, funded, recommended, or directed by DHS or DOT.
  - (3) When the information is necessary for the person to supervise or otherwise manage individuals carrying out transportation security activities approved, accepted, funded, recommended, or directed by the DHS or DOT.
  - (4) When the person needs the information to provide technical or legal advice to a covered person regarding transportation security requirements of Federal law.
  - (5) When the person needs the information to represent a covered person in connection with any judicial or

administrative proceeding regarding those requirements

- (b) *Federal, State, Local, or tribal government employees, contractors, and granters.*
- (1) A Federal, State, local, or tribal government employee has a need to know SSI if access to the information is necessary for performance of the employee's official duties, on behalf or in defense of the interests of the Federal, State, local, or tribal government.
  - (2) A person acting in the performance of a contract with or grant from a Federal, State, local, or tribal government agency has a need to know SSI if access to the information is necessary to performance of the contract or grant.
- (c) *Background check.* TSA or Coast Guard may make an individual's access to the SSI contingent upon satisfactory completion of a security background check or other procedures and requirements for safeguarding SSI that are satisfactory to TSA or the Coast Guard.
- (d) *Need to know further limited by the DHS or DOT.* For some specific SSI, DHS or DOT may make a finding that only specific persons or classes of persons have a need to know.

#### § 1520.13 Marking SSI.

- (a) *Marking of paper records.* In the case of paper records containing SSI, a covered person must mark the record by placing the protective marking conspicuously on the top and the distribution limitation statement on the bottom of—
- (1) The outside of any front and back cover, including a binder cover or folder, if the document has a front and back cover;
  - (2) Any title page, and
  - (3) Each page of the document.

(b) *Protective marking.* The protective marking is SENSITIVE SECURITY INFORMATION.

(c) *Distribution limitation statement.* The distribution limitation statement is:

**WARNING:** This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

(d) *Other types of records.* In the case of non-paper records that contain SSI, including motion picture films, videotape recordings, audio recording, and electronic and magnetic records, a covered person must clearly and conspicuously mark the records with the protective marking and the distribution limitation statement such that the viewer or listener is reasonably likely to see or hear them when obtaining access to the contents of the record.

#### § 1520.15 SSI disclosed by TSA or the Coast Guard.

- (a) *In general.* Except as otherwise provided in this section, and notwithstanding the Freedom of Information Act (5 U.S.C. 552), the Privacy Act (5 U.S.C. 552a) and other laws, records containing SSI are not available for public inspection or copying, nor does TSA or the Coast Guard release such records to persons without a need to know.
- (b) *Disclosure under the Freedom of Information Act and the Privacy Act.* If a record contains both SSI and information that is not SSI, TSA or the Coast Guard, on a proper Freedom of Information Act or Privacy Act request, may

disclose the record with the SSI redacted, provided the record is not otherwise exempt from disclosure under the Freedom of Information Act or Privacy Act.

- (c) *Disclosures to committees of Congress and the General Accounting Office.* Nothing in this part precludes TSA or the Coast Guard from disclosing SSI to a committee of Congress authorized to have the information or to the Comptroller General, or to any authorized representative of the Comptroller General.
- (d) *Disclosure in enforcement proceedings.*
- (1) *In general.* TSA or the Coast Guard may provide SSI to a person in the context of an administrative enforcement proceeding when, in the sole discretion of TSA or the Coast Guard, as appropriate, access to the SSI is necessary for the person to prepare a response to allegations contained in a legal enforcement action document issued by TSA or the Coast Guard.
  - (2) *Security background check.* Prior to providing SSI to a person under paragraph (d)(1) of this section, TSA or the Coast Guard may require the individual or, in the case of an entity, the individuals representing the entity, and their counsel, to undergo and satisfy, in the judgment of TSA or the Coast Guard, a security background check.

(e) *Other conditional disclosure.* TSA may authorize a conditional disclosure of specific records or information that constitute SSI upon the written determination by TSA that disclosure of such records or information, subject to such limitations and restrictions as TSA may prescribe, would not be detrimental to transportation security.

(f) *Obligation to protect information.* When an individual receives SSI pursuant to paragraph (d) or (e) of this section that individual becomes a covered person under § 1520.7 and is subject to the obligations of a covered person under this part.

(g) *No release under FOIA.* When TSA discloses SSI pursuant to paragraphs (d) through (e) of this section, TSA makes the disclosure for the sole purpose described in that paragraph. Such disclosure is not a public release of information under the Freedom of Information Act.

(h) *Disclosure of Critical Infrastructure Information.* Disclosure of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act is governed solely by the requirements of section 214 and any implementing regulations.

#### § 1520.17 Consequences of unauthorized disclosure of SSI.

Violation of this part is grounds for a civil penalty and other enforcement or corrective action by DHS, and appropriate personnel actions for Federal employees. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

#### § 1520.19 Destruction of SSI.

(a) *DHS.* Subject to the requirements of the Federal Records Act (5 U.S.C. 105), including the duty to preserve records containing documentation of a Federal agency's policies, decisions, and essential transactions, DHS destroys SSI when no longer needed to carry out the agency's function.

- (b) *Other covered persons.*
- (1) *In general.* A covered person must destroy SSI completely to preclude recognition or reconstruction of the information when the covered person no longer needs the SSI to carry out transportation security measures.
  - (2) *Exception.* Paragraph (b)(1) of this section does not require a State or local government agency to destroy information that the agency is required to preserve under State or local law.



Integrity, Value and Service for National Security

### Non-Disclosure Agreement

I understand that in the course of my employment with Trinity Technology Group (the "Company"), I may be given access to sensitive government information or other contractors' proprietary information (collectively, "Restricted Information"). In consideration of my employment by the company, I hereby agree as follows:

- a. Except to the extent I may be otherwise directed in writing by the contracting officer responsible for the project to which the Restricted Information relates, I will not, during my employment with the Company or at any time thereafter, disclose or otherwise disseminate any Restricted Information to any person other than (1) other employees or consultants of the Company who are working on the project to which the Restricted Information relates and who have signed a Non-disclosure and Restricted Use Agreement with the Company and (2) government personnel working on the project to which the Restricted Information relates;
- b. I will use Restricted Information only for the purpose of carrying out my duties with respect to the project to which the Restricted Information relates;
- c. I will not participate in any manner in the preparation of cost proposals or contract negotiations which involve or draw upon Restricted Information;
- d. I will report to the Company any violation of which I become aware of this Agreement or any other Non-disclosure and Restricted Use Agreement to which the Company is a party within three days of my becoming aware of such violation;
- e. I will surrender to the Company or the relevant government program manager or contracting officer all documents, notes and other materials of whatever nature, and all copies thereof, relating to any project with which I am involved in connecting with my employment by the Company upon the termination of my relationship with that project or related tasks; and
- f. I will report to the Company any potential conflict of interest, as specified in the Company's policies and procedures regarding conflicts of interest, of which I become aware within three days of my becoming aware of such potential conflict of interest.

I have read and fully understand the terms of this Agreement and the Company's policies and procedures regarding conflicts of interest. I understand that strict compliance with the Agreement is essential to the ability of the Company to fulfill its contractual obligations, and that any violation of this Agreement by me may result in termination of my employment.

This Agreement shall be governed by Virginia law and shall take effect as a sealed instrument.

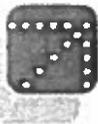
Mark Schumerth  
Printed Name

[Signature]  
Employee Signature

Mark Gladney  
Human Resources Representative

22 MAR 15  
Date

3/22/15  
Date



**Trinity  
Technology  
Group**

*Integrity, Value and Service for National Security*

### Acknowledgement

I have received Trinity Technology Group's Employee Handbook. I understand that I am responsible for reading the policies and procedures contained within. I understand that these policies replace any and all prior policies and practices of the company.

I understand that the Handbook only summarizes the Company's normal policies, procedures and benefits, that the Company may modify or terminate them at any time with or without notice, and that the Handbook does not constitute or create a contract of any kind, nor does it confer any express or implied contractual rights.

I agree to abide by the Company policies and procedures in the Handbook as a condition of my employment with Trinity Technology Group. If I have any questions regarding the content or interpretation of these policies or procedures, I will bring them to the attention of my supervisor or any member of management.

I further agree to maintain the Handbook in good condition, maintain its confidentiality, and return it to the Company upon my separation from employment with the Company for any reason.

I also acknowledge that I have participated in Trinity's Harassment training where I viewed the video **From Sex to Religion**. I further acknowledge that this manual contains a copy of Trinity's Workplace Harassment policy which I must read, understand, agree to, and abide by. I understand that if I know or have reason to know of any act of harassment at Trinity, and I fail to follow this policy, both Trinity and I can be held liable. Accordingly I agree to take appropriate action pursuant to this policy whenever I learn about any potential violation of terms.

I understand that this Handbook contains Trinity's **Code of Ethics and Business Conduct**. I will read and abide by it. I realize that violation of this Code is considered grounds for termination of employment and/or other disciplinary action.

By signing below, I acknowledge that I have received a copy of Trinity Technology Group's Employee Handbook. Furthermore, I acknowledge that I am employed "at-will" and that this Manual is neither a contract of employment nor a legal document.

Mark Schmyerth  
Printed Name

[Signature]  
Employee Signature

Mark Schmyerth  
Human Resources Representative

1 APR 15  
Date

3/22/15  
Date





A Handbook  
Of Guidelines  
for  
Trinity  
Employees

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**Legal Disclaimer:** This handbook does not constitute a contract or any part of a contract express or implied, between Trinity Technology Group and its employees.

Employment is always at-will, which means that it may be terminated by either the Company or the employee at any time, with or without cause, and with or without notice.

Trinity Technology Group reserves the right to modify, amend, revoke, supplement or otherwise change this Manual or any provision therein, at any time without notice. This Manual and the policies set forth herein do not constitute a guarantee of continuity of benefits or rights. Moreover, this Manual is only a set of guidelines and is not all-inclusive.

No one has a right to alter the foregoing disclaimer except the HR Director, COO, or CEO and any such alteration must be in writing and signed by and the employee.

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## INTRODUCTION

This Handbook has been prepared to introduce you to Trinity Technology Group ("the Company"), familiarize you with how we operate as it pertains to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment. This document is Company property and may not be disseminated to the public.

This Handbook and the provisions contained herein are not a guarantee of employment and do not constitute an employment contract, or any part of an employment contract, express or implied. Although we hope your employment relationship with us will be long-term, your employment is "at-will" and may be terminated for any reason with or without cause, and with or without notice.

This Handbook is intended solely to describe the present guidelines and working conditions at Trinity Technology Group. This Handbook does not purport to include every conceivable situation that might arise in the work place; it is merely meant as a guide. Of course, in the event of any conflict between any applicable law and this Handbook, the applicable law shall control.

The Company reserves the right to modify, amend, revoke, supplement, or otherwise change any of the guides or benefits, including those covered in this Handbook, at any time. Notwithstanding the foregoing, the Company may, in its discretion make such changes at any time, with or without notice and without a written revision of this Handbook.

Be sure that you read the Handbook carefully and understand its provisions. The Handbook Acknowledgement must be signed and returned to the Human Resources Department within ten (10) days of commencing employment or of receiving the handbook as a condition of your continued employment.

**Should you have any questions regarding the contents of this Handbook or any of the Company's guides, please contact the Human Resources Department. Thank you and welcome to Trinity Technology Group.**



## **EQUAL EMPLOYMENT OPPORTUNITY**

**EMPLOYER**

**Original Policy Date:**

**May 2003**

**Last Revision Date:**

**February 2009**

**Purpose:** Trinity Technology Group is committed to a policy of Equal Employment Opportunity and will administer its personnel and employment practices in a manner which treats each employee and applicant for employment on the same basis of merit, experience and other work-related criteria without regard to race, color, religion, sex, national origin, ancestor, age, disability, marital status, or other protected classification.

**Scope:** This applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training.

**Policy:** The Company is committed to a work environment that is free of any form of unlawful discrimination or harassment that violates the principles of equal opportunity. Engaging in conduct which violates this policy will result in disciplinary action or dismissal.

The President has assigned the Human Resource Director the responsibility for developing and monitoring affirmative action and other equal employment opportunity programs. However, management and supervisory personnel throughout the Company are also responsible for promoting affirmative action and equal employment opportunities to ensure that compliance is achieved.

Legitimate perceptions of any violation of these principles are to be brought to the immediate attention of your supervisor, the Human Resources Director, or any other manager to whom you are comfortable reporting such matters, so that an appropriate and timely investigation and resolution may be undertaken.

***Equal Employment***



***Opportunity***

## WORKPLACE HARASSMENT

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**Original Policy Date:**

**May 2003**

**Last Revision Date:**

**February 2009**

**Purpose:** The Company strives to ensure that its work environment remains pleasant for all who work here. A productive and cooperative work environment is in the best interests of all employees and the Company. Accordingly, the Company has adopted a "zero tolerance" policy with respect to unlawful employee harassment.

To assist employees in maintaining the required professional environment, the Company has provided the following guidelines to help you understand your responsibility to avoid, and your right to report, such unlawful and intolerable conduct.

Since these guidelines cannot address every conceivable situation that might give rise to disciplinary action, the following offenses are presented as a guide to the types of conduct which may result in disciplinary action up to and including termination. This list is not all-inclusive of the performance or conduct violations that may result in discipline.



**Scope:** This policy applies to all employees, clients, customers, guests, vendors, and persons doing business with Trinity Technology Group and/or its subsidiaries. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

**Policy and Procedure:** All employees must treat each other with courtesy, consideration and professionalism. Harassment based on race, color, religion, sex, national origin, age, disability or other impermissible basis is prohibited.

The following are some examples of behavior that can violate this policy. Employees should understand this list of examples is not all-inclusive of the conduct that may constitute violation of this policy.

1. Verbal: repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, proposition, threats or suggestive or insulting sounds;
2. Visual/Non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;

3. Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and

4. Other: making or threatening reprisals as a result of a negative response to harassment

#### Sexual Harassment:

An important supplement to the Company's harassment policy is its prohibition against sexual harassment. Generally, sexual harassment involves the following:

1. Unwelcome sexual advances, requests for sexual favors or other verbal or sexual conduct of a sexual nature, if such conduct is unwelcome, especially where
  - a. Submission to such conduct is made explicitly or implicitly a term or condition of employment, or
  - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting an individual, or
  - c. Such conduct has the purpose or effect of creating an unreasonable interference with an individual's work performance or otherwise creates an intimidating, hostile, or offensive work environment.
2. Offensive comments, jokes, innuendos, and other sexually-oriented statements.

Any sexually-related behavior or language, or other behavior or language regarding race, national origin, age, disability or other classification, that has the potential for offending another person, whether male or female, is to be avoided. The potential for differing interpretations of one's behavior or language is the reason that we all must govern our conduct according to common sense and professional and business-like standards.

As a preliminary matter, an employee who believes he or she has been harassed, or believes he or she has witnessed harassment, is encouraged to notify the alleged harasser that such behavior is unwanted, inappropriate and against the policy of the Company. In some cases, the individual may not realize that the behavior is unwanted or offensive and will stop when notified.

However, if the behavior persists, or if the employee is uncomfortable confronting the alleged harasser, it is the responsibility of the employee who believes he or she is being subjected to harassment or who believes someone else is being harassed to report the matter promptly and directly to a supervisor, human resources representative, and/or to the Director of Human Resources, in person, by

telephone, or by memorandum. All employees have a duty to report any conduct that they believe violates this policy. In addition, all employees have a duty to cooperate with any investigation conducted by the Company.

This policy applies to all incidents of alleged harassment, including those which occur off-premises or off-hours, where the alleged offender is a supervisor, coworker, or even a non-employee with whom the employee is involved, directly or indirectly, in a business or potential business relationship.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be kept confidential as appropriate. Appropriate actions, which may include dismissal of the alleged harasser, will be taken by Trinity to stop and remedy any and all inappropriate conduct, including interim measures during a period of investigation.

Retaliation of any kind or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. Any perceived act of retaliation for making a complaint of harassment is to be reported in the same manner as an initial complaint.

An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including immediate termination.

**Dating Between Employees:** Trinity appreciates and respects the personal and private nature of relationships among coworkers. Nevertheless, Employees at all levels are cautioned that dating between employees can result in allegations of favoritism, sexual discrimination and sexual harassment. Trinity will respond to any such allegations by conducting prompt, fair and confidential investigations of all such allegations. Where appropriate, Trinity will take all necessary corrective action to ensure future compliance with the law. For these reasons, Trinity does not encourage dating between employees.

## CODE OF ETHICS & BUSINESS CONDUCT

1

**Original Policy Date:**  
**Last Revision Date:**

**August 2005**  
**January 2013**

Trinity Technology Group seeks to conduct business at the highest possible ethical standards. As a result, Trinity's employees are responsible for ensuring that their personal conduct is above reproach. The success of our business is dependent on the trust and confidence we earn from our employees and customers. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct.

We all deserve to work in an environment where we are treated with dignity and respect. Trinity is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success.

At Trinity everyone should feel comfortable to speak his or her mind, particularly with respect to ethical concerns. Trinity strives to create an open and supportive environment where employees feel comfortable raising such questions. Any and all reported instances of questionable or unethical behavior will be investigated. In every instance where improper behavior is found to have occurred, the company will take appropriate action. Retaliation against employees who raise genuine ethical concerns in good faith will not be tolerated.

Employees are encouraged to address such issues with their managers or the HR manager, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, Trinity's CEO and COO operate with an open-door policy. At Trinity, we want the ethics dialogue to become a natural part of daily work.

Trinity's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, federal laws, rules and regulations that apply to our specific roles. If you are unsure of whether a contemplated action is permitted by law or Trinity policy, you should seek advice from the resource expert. You are responsible for preventing violations of law and for speaking up if you see possible violations.

Because of the nature of our business, some legal requirements warrant specific mention here.

**Competition:** We are dedicated to ethical, fair and vigorous competition. We will sell Trinity products and services based on their merit, superior quality,

functionality and competitive pricing. Employees are therefore required to make independent pricing and marketing decisions and are prohibited from improperly cooperating or coordinating their activities with one of the Company's competitors. Employees shall not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Trinity or the sales of its products or services. Additionally, employees shall not engage or assist in unlawful boycotts of particular customers. An employee who fails to abide by this Competition policy will be subject to discipline, up to and including termination.

**Proprietary Information:** It is important that we respect the property rights of others. Employees are therefore prohibited from intentionally acquiring or seeking to acquire by improper means a competitor's trade secrets or other proprietary or confidential information. Employees are also prohibited from using, copying, distributing or altering software or other intellectual property without the property owner's authorization.

**Selective Disclosure:** Absent authorization from a supervisor, employees shall not disclose or use (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information pertaining to Trinity, its securities, business operations, plans, financial condition, results of operations or any development plan. Employees should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

**Avoid Conflicts of Interest:** Employees must also avoid or terminate any relationship or activity that might impair, or even appear to impair, his or her ability to make objective and fair decisions in the performance of his or her employment duties. All employees acknowledge they owe a duty to Trinity to advance its legitimate interests whenever the opportunity to do so arises. As such, employees shall not use Trinity's property or confidential or proprietary information for personal gain or usurp any business opportunity that is discovered through their position with Trinity.

Conflicts of interests may arise in the following situations:

1. An employee or family member of an employee (spouse, child or other relative living with the employee) accepting employment with or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with Trinity.
2. Supervising family members or closely related persons.

3. Serving as a board member for an outside commercial company or organization.
4. Owning or having a substantial interest in a competitor, supplier or contractor.
5. Having a personal interest, financial interest or potential gain in any Trinity transaction.
6. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Trinity employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

**Gifts, Gratuities and Business Courtesies:** Trinity is committed to competing solely on a merit of our products and services. Employees should avoid any actions that create a perception that favorable treatment of outside entities by Trinity was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom Trinity does or may do business. Employees are prohibited from either giving or accepting business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of Trinity or customers, or would cause embarrassment or reflect negatively on Trinity's reputation.

Most business courtesies offered to us in the course of our employment are offered because of our positions at Trinity. Employees should not feel any entitlement to accept and keep a business courtesy. Although employees may not use their position at Trinity to obtain business courtesies, and must never ask for them, employees may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that Trinity maintains or may establish a business relationship with.

**Meals, Refreshments and Entertainment:** We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.

- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public.

**Gifts:** Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom Trinity does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$100 may not be accepted unless approval is obtained from management.

Employees with questions about accepting business courtesies should talk to their managers or the HR department.

**Offering Business Courtesies:** Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon Trinity. An employee may never use personal funds or resources to do something that cannot be done with Trinity resources. Accounting for business courtesies must be done in accordance with approved company procedures.

Other than to our government customers, for whom special rules apply, we may provide non-monetary gifts (i.e., company logo apparel or similar promotional items) to our customers. Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.

- The business courtesy is properly reflected on the books and records of Trinity.

**Accurate Public Disclosures:** For each financial report or other document disclosed to the public, employees must exercise reasonable care to ensure that the disclosures made therein are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform Executive Management and the HR department if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

**Corporate Recordkeeping:** We create, retain and dispose of our company records as part of our normal course of business in compliance with all Trinity policies and guidelines, as well as all regulatory and legal requirements.

Employees who engage in the creation of records must exercise reasonable care to ensure the records are true, accurate and complete. Company data must be promptly and accurately entered in our books in accordance with Trinity's and other applicable accounting principles.

Employees are prohibited from improperly influencing, manipulating or misleading any unauthorized audit and shall not interfere with any auditor engaged to perform an internal independent audit of Trinity's books, records, processes or internal controls.

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If an employee is concerned whether the standards are being met or are aware of violations of the Code, he or she must contact the HR department.

Trinity takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

**Confidential and Proprietary Information:** Integral to Trinity's business success is our protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners. Confidential and proprietary information includes but is not limited to such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential supplier and vendors. Employees shall not disclose confidential and nonpublic information without a valid

business purpose and without proper authorization. Any unauthorized use or disclosure of Trinity's confidential and proprietary information is grounds for discipline, up to and including termination.

**Use of Company Resources:** Company resources, including time, material, equipment and information, are provided for company business use. Employees and those who represent Trinity are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use.

No Company property shall be used for any purpose other than that which is directly related to Company business, except when approved by written authorization from a supervisor. Company property shall include, but is not limited to, the Company's land, buildings, computers, copiers fax machines, supplies, vehicles, cash, and other assets. Notwithstanding the foregoing, Company property may be used in furtherance of company-requested support to nonprofit organizations. However, employees are prohibited from soliciting contributions or distributing non-work related materials during work time.

In order to protect the interests of the Trinity network and our fellow employees, Trinity reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or Trinity's intranet. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate.

Employees provided with computers and/or telephones are responsible for their safekeeping. If an employee's negligence or carelessness causes loss or damage to company computers and/or telephones, the employee may be required to reimburse the Company for the loss or damage

**Media Inquiries:** From time to time, employees may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, employees should direct all media inquiries to the CEO or COO. No one other than the CEO or COO may issue a press release or give any other statement to a representative of the media.

Ethical conduct is everyone's obligation and the maintenance of these Standards is dependent on the collective judgment, knowledge and courage of all Trinity employees. In cases where employees become aware of suspected violations of these Standards, they should report the situation to their supervisor(s) or Human Resources.

## CONFLICT OF INTEREST

1.01

**Original Policy Date:**

**August 2005**

**Last Revision Date:**

**January 2013**

**Purpose:** Provide guidance to set high standards for Company employees and to avoid actual and perceived conflict of interest.

**Scope:** These guidelines apply to all employees and consultants of Trinity Technology Group.

**Policy and Procedure:** If an employee gains access to another company's proprietary or confidential information, any unauthorized disclosure of that information shall be grounds for discipline, up to and including termination.

Should a government client direct the Company employees to participate in compliance type inspections, the employee should:

1. Advise the government client of potential appearance of conflict of interest and decline to participate in any review of another company's internal policies and procedures, and
2. Restrict his/her participation to the recording of "empirical" facts such as document audits and counts, presence or absence of records and characterization of physical facilities and the consistency with published standards

Employees are prohibited from directing or supervising any government employee.

**Retired Government Employees:** State or federal law may limit the relationship of retired government employees to government agencies. It is the policy of the Company that its employees shall comply fully with the provisions of such limiting regulations, disclose such compliance requirements to the Company prior to employment and certify to the Company that prospective duties do not violate such requirements.

## **IMPROPER PAYMENTS & GIFTS**

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**1.02**

**Original Policy Date:**

**August 2005**

**Last Revision Date:**

**January 2013**

**Purpose:** Provide guidance to what is acceptable when giving or receiving a business related gift/payment.

**Scope:** These guidelines apply to all employees, consultants, and applicants of Trinity Technology Group.

**Policy and Procedure:** Trinity Technology Group prohibits the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback or similar consideration of any kind, including money, services or goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Employees are prohibited from accepting or giving gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of Trinity Technology Group or the party with whom Trinity Technology Group is dealing.

## STANDARDS OF CONDUCT

1.03

**Original Policy Date:**

**August 2005**

**Last Revision Date:**

**February 2009**

**Purpose:** Trinity conducts its business in accordance with all Federal, state, and local laws. Employees of the company shall conduct themselves in a manner reflective of high ethical standards and personal integrity in the performance of Company business.

**Scope:** These guidelines apply to all employees and consultants of Trinity Technology Group.

**Policy and Procedure:** The work rules and standards of conduct for Trinity Technology Group are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting Trinity Technology Group's business. Employees who deviate from these rules and standards will be subject to disciplinary action, up to and including immediate termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct or performance issues that may result in disciplinary action, up to and including immediate termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, distribution, sale, transfer, dispensation or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Company-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Violation of the Workforce Harassment Policy
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, or other Company-owned equipment
- Using Company equipment for purposes other than business
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

## WHISTLEBLOWER

1.04

**Original Policy Date:**  
**Last Revision Date:**

**March 2006**  
**February 2009**

**Purpose:** To provide the definition of a whistleblower and explain the protection afforded.

**Scope:** These guidelines apply to all categories of employment within the Company including full, part-time, and temporary classifications.

**Policy and Procedure:** A whistleblower is an employee of Trinity who reports either to Trinity or to an outside agency an activity that he/she reasonably considers to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest activity, the employee has a responsibility to promptly notify either his/her immediate supervisor or the Human Resources Director of their concerns. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas - confidentiality and against retaliation. Insofar as possible and appropriate, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Director of Human Resources who is responsible for investigating and coordinating corrective action.

## **EMPLOYMENT ADMINISTRATION**

2

**Original Policy Date:**  
**Last Revision Date:**

**May 2003**  
**February 2009**

Information provided to Trinity Technology Group by a prospective employee through a job application is subject to verification by the Human Resources Department. Pursuant to P.O. 91-508, "The Fair Credit Reporting Act," when a person submits an application for employment to the Company, the Company may do any or all of the following: (1) perform an investigative report; (2) seek information from family members, business associates, financial sources, friends, neighbors, or other third parties with whom the applicant may be acquainted; and (3) see information concerning the applicant's character, general reputation, personal characteristics, or mode of living. A prospective or newly hired employee has the right to make a written request, within a reasonable period of time, for complete disclosure of additional information concerning the nature and scope of the investigation. The Company uses legally permissible means to investigate the truthfulness of statements made by employees and applicants for employment. In undergoing this process, the Company complies with applicable state laws.

**Citizenship:** All Company employees who may be required to obtain Special Access/Clearances must be citizens of the United States.

**Eligibility for Security Clearances:** For positions that require a US Government security clearance employment at the Company is contingent upon continuous eligibility for such clearance and authorization for access to classified information. Employees must submit to a national security polygraph examination performed by the US Government when necessary to obtain or maintain such clearance.

**Offer Letter:** The Company issues an Offer Letter to extend an employment offer to prospective employees. The letter includes the standard terms of employment including initial salary, benefits, employment category, starting date, any special considerations, and a statement allowing for acceptance or rejection of the employment offer. A prospective employee's acceptance of the offer, as indicated by his signature, attests to his understanding of the terms included therein, and his/her acceptance of them. Subsequent to the hire date, the employee will be required to sign an employment agreement, which sets forth information regarding his or her conditions of employment.

## **DISCIPLINARY ACTION**

**2.01**

**Original Policy Date:**

**July 2005**

**Last Revision Date:**

**January 2013**

**Purpose:** To make employees aware of certain responsibilities to the Company and to co-workers. Trinity takes a constructive approach to disciplinary matters to ensure that actions which would interfere with security, operations, or an employee's job are not continued.

**Scope:** These guidelines apply to all categories of employment within the Company including full, part-time, and temporary classifications.

**Policy and Procedure:** Trinity reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Trinity retains sole discretion to administer the level of discipline it determines appropriate at any time, including termination. Similarly, Trinity retains sole discretion to defer discipline in cases where it determines such to be appropriate under the particular circumstances. Nothing in this Handbook or any other Trinity Technology Group document is intended to:

- Modify this "at-will" employment,
- Promise progressive discipline or disciplinary counseling,
- Promise notice in circumstances where Trinity Technology Group considers immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal warnings, written warnings, final warnings, suspension, or termination. All of these actions may not be followed in some instances. The Company reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. Trinity reserves the right to retain all written warnings in the disciplined employee's personnel file.

Generally, discipline for less serious unsatisfactory performance or conduct will begin at the verbal counseling level with the next steps of discipline administered for future occurrences. More serious unsatisfactory performance or conduct will generally be addressed with at least a First Written Warning for the initial offense.

Generally, the range of discipline which may be administered in a progressive manner consists of:

1. Verbal Counseling
2. First Written Warning
3. Final Written Warning
4. Suspension Without Pay
5. Dismissal

In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is illustrative in nature and is not all-inclusive:

- Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
- Refusal or failure to follow directives from a supervisor, manager, or officer.
- Breach of confidentiality relating to employer, employee, and customer, or provider information.
- Altering, damaging, or destroying Company property or records, or another employee's property.
- Providing false, misleading, or incomplete information to any Trinity representative or on any Trinity form including such records as the employment application, benefit forms, time cards, expense reimbursement forms, etc.
- Fighting or engaging in disorderly conduct on Trinity's or customer's premises.
- Violations of any of Trinity's employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.
- Failure of a drug or alcohol test.
- Failure to report to work without properly notifying your supervisor
  - NCNS - No Call No Show also known as Job Abandonment

Trinity Technology Group recognizes that personal issues can sometimes affect an employee's performance. The Employee Assistance Program (EAP) is available to employees and their families to provide confidential help with a wide variety of personal problems, issues, and concerns.

Use of EAP services, however, does not excuse employees from complying with Company policies or procedures, or from achieving job requirements or expectations before, during or after receiving EAP assistance. Participation in the EAP does not prevent Trinity from taking disciplinary action when warranted.

## **EMPLOYMENT OF RELATIVES**

**2.02**

**Original Policy Date:**

**January 2005**

**Last Revision Date:**

**March 2013**

**Purpose:** Trinity may, on occasion, employ more than one member of a family. Although relatives are permitted to work for the Company, to the extent possible, no direct reporting or supervisory/management relationship should exist.

**Scope:** This policy applies to all categories of employment within the Company.

### **Policy:**

1. Relatives are defined to include spouse, parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchildren, or corresponding in-law, "step" relation or domestic partner.
2. Company employees may submit resumes for relatives who are qualified applicants for vacant positions. The Company reserves the right to exclude relatives as applicants where the position would be under the direct supervision of a relative or in any situation that, in the Company's opinion, would give rise to an actual or perceived conflict of interest.
3. Employees who are related to other employees are free to request transfers to other positions. However, the Company reserves the right to restrict relatives from applying for positions where:
  - He/she would supervise or be supervised by a relative.
  - His/her work should be evaluated by a relative; or
  - An inherent conflict of interest would exist.

When two employees marry, the Company will review their positions. If, in the opinion of the Company, a conflict or apparent conflict arises as a result of the marriage, one of the employees may, at the Company's discretion, be transferred.

Employees who have relatives employed by the Company may be excluded from administrative jobs, which would have access to sensitive payroll, contract, or personnel data.

Exceptions to this policy may be approved by Human Resources and the COO. Reasons for exceptions may include:

1. Company reorganization
2. Filling vacancies at isolated locations or hard to fill positions
3. Temporary employment of less than 180 working days
4. Filling any position where Human Resources and/or the COO have determined that there is little risk of either an actual or apparent conflict of interest.

## RECRUITMENT BONUS PROGRAM

2.03

**Original Policy Date:**  
**Last Revision Date:**

**January 2005**  
**January 2013**

**Purpose:** To encourage employees to recommend qualified candidates for employment consideration.

**Scope:** This policy applies to all non-management categories of employment within the Company including full, part-time, and temporary classifications. Managers and members of HR are ineligible. Additionally, supervisors referring a candidate to work for his or her subordinate staff are also ineligible for a recruitment bonus.

**Policy:** The Recruitment Bonus Program provides an incentive for employees to assist the company in its recruitment efforts by referring qualified candidates to the Company's Human Resources Department.

Employees referring applicants should forward resumes and an Employee Referral form to the Human Resources Department. If two or more employees refer the same candidate, only the employee who first delivered the resume to Human Resources shall receive the Recruitment Bonus.

Employees referring relatives or former employees for employment consideration are not eligible for a Recruitment Bonus.

The Recruitment Bonus is paid when the candidate successfully completes the initial review period of ninety (90) days with no disciplinary issues. Should the Initial Review Period be extended, the time period for the payment of the Recruitment Bonus will continue to coincide with the extension.

Bonus amounts will be paid directly to the referring employee. Employees must be actively employed by the Company when the bonus accrues. Bonuses constitute income to the recipient and are subject to tax withholds and will be reported as W-2 earnings.

Bonus amounts will be awarded based on the following schedule:

<b>Candidate's Salary</b>	<b>Bonus Amount</b>
Up to \$30,000	\$250
\$30,001 to \$50,000	\$500
\$50,001 to \$70,000	\$750
\$70,001 and Up	\$1000

## SEPARATIONS AND OUTPROCESSING

2.04

**Original Policy Date:**

**May 2003**

**Last Revision Date:**

**January 2013**

**Purpose:** To ensure comprehensive, timely and accurate out processing of employees who are leaving the Company.

**Scope:** This policy applies to all employees at all locations.

### **Definitions:**

1. Employment-at-will. In the absence of a specific written agreement, you are free to resign at any time, and Trinity Technology Group reserves the right to terminate your employment at any time, with or without cause and notice.
2. Resignations. A voluntary separation, including:
  - Resignation (the Company requests two (2) weeks written notice).
  - Abandonment of Position: Failure to report absences in a timely manner.
  - Failure to return from an approved leave of absence.
3. Involuntary Separations (Discharges). May result from either performance or conduct issues, revenue losses which require layoffs, and other circumstances. Prior to finalizing any separation a Personnel Action Form (PAF) and supporting documentation will be reviewed and approved by the President or Chief Operating Officer.

**Policy:** An employee, who resigns should complete a written letter indicating the reason for resignation. Trinity expects its employees to give a minimum of two (2) weeks written notice of their resignation.

Involuntary Separations-Management Approvals: Involuntary separations are generally handled on a case-by-case basis and will involve an affected employee's senior management to include either the President or Chief Operating Officer who provide the final review of the circumstances involved in the separation.

Unless otherwise stated separating employees will receive a live final paycheck during the regular pay cycle.

## DRUG FREE WORKPLACE

2.05

**Original Policy Date:**  
**Last Revision Date:**

**May 2003**  
**March 2009**

**Purpose:** To state the Company's policy prohibiting use, possession, sale, purchase, transfer, or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on Company or customer premises or while engaged in Company business.

**Scope:** This policy applies to all employees, consultants, and applicants of Trinity Technology Group.

### **Definitions:**

1. Controlled Substance - any substance which can be legally obtained only by prescription from a licensed medical practitioner, household products (e.g. glue, spray paint, gasoline) which can produce an intoxicating effect if used improperly or any substance which is not legally obtainable, and includes, but is not limited to, marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).
2. Alcohol - ethyl alcohol as well as ethanol, and includes any substance containing alcohol which is for consumption
3. "Under the influence" - means that the employee is adversely affected by a controlled substance or alcohol or a combination thereof, or produces a positive test result for a controlled substance or alcohol. Such a determination can be established by a professional opinion, a scientifically-valid examination or test, or in some cases, by a layperson's opinion.

**Policy:** Under the Drug-Free Workplace Act of 1988 and the Federal Defense Acquisition Regulations, the Company has an obligation to provide a drug-free workplace. Trinity is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illicitly uses controlled substances or alcohol. Use of such substances impairs one's faculties, including alertness, reaction abilities, and judgment. As a result, the safety of the workplace is diminished. Substance abuse also negatively affects the health of employees who engage in it, which in turn increases absenteeism and medical expenses and diminishes Trinity's ability to meet its obligations to its customers.

The Company has instituted measures to comply with this requirement. Consequently, employees are prohibited from using, possessing, purchasing, transferring, distributing, manufacturing, or being under the influence of controlled substances, alcohol, or any other intoxicant at any time on Company or customer

premises or while engaged in Company business. Notwithstanding the foregoing, consumption of alcoholic beverages on the Company or customer premises is allowed during Company or customer sponsored functions. However, employees who abuse this privilege may be disciplined, up to and including termination of employment.

Employees who maintain a clearance with Trinity who are convicted of controlled substance related violations (including pleas of nolo contendere, i.e., no contest) must inform the Company within five (5) days of such conviction or pleas.

Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including termination of employment. The Company may require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

This policy does not relate to the consumption of legally prescribed drugs or non-abusive consumption of over-the-counter drugs unless such consumption on the premises impairs an employee's ability to perform the essential functions of the job effectively and in a safe manner.

## **DRUG & ALCOHOL TESTING PROGRAM**

2.06

**Original Policy Date:**

**December 2011**

**Last Revision Date:**

**January 2013**

**Purpose:** The general purpose of this company policy is to ensure Trinity Technology Group is in compliance with the requirements outlined in 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing and Programs.

**Scope:** This policy applies to all employees and applicants of Trinity Technology Group that work or seek to work within the transportation industry.

**Policy:** This policy is only meant as an introduction and brief summary of the drug and alcohol testing program. Employees subject to drug and alcohol screening will be provided with the full policy text and a separate acknowledgment.

**Testing of covered employees:** All current and New Hire employees who occupy a safety- or security sensitive position at any level of Transportation Security Officer are consider Covered Employees and are therefore subject to the following drug/alcohol testing:

- Random
- Pre-employment/Pre-appointment
- Reasonable suspicion
- Post-accident

**Notification of Testing:** Employees subject to reasonable suspicion testing and post-accident testing shall receive written notice prior to testing.

**Collection:** All urine collections for drug testing conducted under this Policy shall be done in accordance with the policies and procedures contained in 49 CFR Part 40 "Mandatory Guidelines for Federal Workplace Drug Testing Programs" by Trinity Technology Group, DOT certified contractors and or Trinity Technology Group employees certified as DOT Urine Specimen Collectors (drug testing)/Screening Test Technicians (Alcohol Testing)".

Management shall designate the place where employees and applicants provide urine specimens to be analyzed for illegal drug use. The site shall possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security and temporary storage.

In order to assure that the urine samples taken from an individual are properly identified and not accidentally confused with any other samples, strict procedures shall be used when collecting and transferring the samples. The total of the

procedures (i.e., the official transfers from the individual providing the urine to the drug testing laboratory personnel, including storage of confirmed positive samples at the laboratory) and notification to Trinity's DER is known as the chain of custody.

Range of Drugs: Trinity Technology Group is required to test for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) when conducting any drug test covered by this Policy.

Confidentiality: Trinity will comply with requirements outlined in the DOT Drug and Alcohol Drug/Alcohol Testing Requirements. Trinity will utilize DOT certified drug testing laboratories, split-specimen testing procedures, urine collection contractor, alcohol testing contractor, and Trinity trained and certified employees. Anyone involved in any aspect of the company drug and alcohol testing program are required to maintain strict standards of confidentiality in carrying out responsibilities.

Please see the complete text of Trinity's Drug and Alcohol Policy for additional information. For questions please contact your Supervisor, Program Manager or Human Resources.

## **UNIFORM & APPEARANCE GUIDELINES**

2.07

**Original Policy Date:**

**October 2011**

**Last Revision Date:**

**January 2013**

**Purpose:** This policy and procedure for proper wearing of the Trinity uniform provides guidelines for personal appearance, and how one must conduct themselves while in uniform. It also establishes procedures for acquiring, wearing, maintaining, retrieving, and disposing of a Trinity uniform.

**Scope:** This policy applies to all Trinity Screening Officers who are required to be in uniform while on duty.

### **Policy:**

1. Officers will wear the standard issued uniform as a readily identifiable symbol of the security mission and role of the Officer. The uniform is to project a standard professional image of the organization and to instill trust and confidence in the traveling public.
2. All Officers shall adhere to the personal appearance standard to reflect the level of professionalism commensurate with their duties and responsibilities. The Program Manager (PM) and STSOs shall ensure all Officers meet the appearance standard. Failure to meet the uniform and appearance requirements may result in appropriate corrective action. Any Officer that arrives for duty in violation of this policy that cannot be corrected on the spot will be considered not-fit for duty and sent home. Repeated violations of this policy may result in disciplinary action, up to and including termination.
3. Officers may wear their complete uniform while commuting to and from work without an over-garment. Officers should not wear their Trinity uniform while participating in activities outside of work. However, brief stops that are a part of the normal work commute are permitted while in uniform.

Examples of permitted stops while in uniform include:

- a. Dropping off and picking up children from day care or school
- b. Stopping to buy a cup of coffee or picking up lunch

Examples of activities not permitted while in uniform include:

- a. Grocery or other shopping
- b. Going out to dinner, or meeting friends for a drink after work

**NOTE:** The activities stated above are merely examples and do not represent a comprehensive list of permitted/not permitted activities. If there is any question as to a specific activity, Officers should discuss it with their

supervisors. It is important that employees understand the public will view an employee in uniform as representing Trinity, even if the Officer is off duty. Whenever on airport grounds, including smoke breaks and going to and from their vehicles, all Officers must be in the proper uniform. Officers are not allowed to mix or match outfits (i.e. civilian shirt or tee shirt with uniform pants).

**Procedures:**

Standard Uniforms: Officers are initially provided with a standard Trinity uniform package.

1. Shirts: Officers shall wear only the prescribed issued long or short sleeved shirts. Shirts will be worn with collar buttons closed and ties properly affixed. Shirt collars should fit comfortably around the neck. Long sleeved shirts will cover the wrists; long sleeves will not be rolled or altered in any manner.

**NOTE:** All undergarments shall be neutral in color and concealed from view, with the exception of short-sleeved, crew-neck white undershirts that may be worn with an open collared short-sleeve shirts. No lettering or design shall be visible through the uniform shirt.

2. Tie: Only Trinity issued ties may be worn.
  - a. Officers will wear the issued male or female style ties. Female Officers can wear either style tie.
  - b. A tie is mandatory with a long sleeve shirt.

**NOTE:** The PM is authorized to exempt Officers from wearing ties with a short-sleeved shirt while performing screening duties based on the time of year, geographic considerations, and heat and humidity conditions.

3. Trousers: Officers will wear only Trinity issued trousers. Trousers will have a front crease that meets the top of the shoe with a slight break and the back crease stops one inch (1") above the heel. Trousers will not be tailored for cuffs or narrowness of pant legs.
4. Belt: Officers will wear only a Trinity issued black belt or a belt that is similar in appearance to a Trinity issued black belt.
5. Socks: Officers will wear only issued socks. Officers may purchase socks, but must be solid black or navy blue.
6. Shoes/Boots: Shoes/boots must be black and cover the entire foot with no adornments.

- a. Shoes/boots must be plain toe style, clean, and polished. Heel height should be no more than two inches (2").
  - b. Black sneakers or tennis shoes are not permitted.
  - c. Shoes/Boots are not part of the standard Trinity uniform package.
  - d. Shoes/Boots are a personal item of apparel that must be purchased at the employee's own expense.
7. **Sweater:** The sweater will be worn as an outer garment only, with the shirt collar clearly displayed. When a sweater is worn the employee will ensure the Trinity badge and the employees name tag are displayed on the sweater. The sleeves of the sweater may not be altered in any way or fashion to include rolling them up.
8. **Nametags:** Officers shall wear a Trinity issued nametag. The nametag will be worn on the right side of the chest. On the long/short sleeve shirt, it should be worn centered on the right pocket flap and aligned with the top of the flap. On the sweater, there is a nametag holder on the right front breast. No other pins or epaulets may be displayed on any uniform item without prior approval of Trinity Management.
9. **Shoulder Boards:** Officers shall wear the appropriate Trinity issued shoulder boards with the appropriate rank for their position.
10. **Team Jacket:** The Team Jacket may be worn as an outer garment only. The jacket may be worn while conducting Playbook outside the facility or while conducting Checked Baggage Screening outside the view of the public, at no time will the jacket be worn while conducting Checkpoint Passenger Screening. The sleeves of the jacket will not be altered in length or rolled up.
11. **Exemption to Uniform Requirement:**
- a. An exemption to the uniform requirements may be considered for appropriate, documented reasons, such as religious beliefs or medical reasons.
  - b. Employees seeking an exemption shall make a written request to the PM stating the basis for the exemption.
  - c. The PM will review and approve or disapprove the request, in writing, after consulting with Human Resource Department.
  - d. If an exemption is approved, the employee may then purchase and wear the authorized item that deviates from the standard uniform package with their personal funds.
  - e. An approved exemption will be documented in the employee's HR file.
12. **Accessories and Grooming:**

- a. Eyewear: Only plain frame style prescription eyeglasses with neutral colored lenses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (i.e. mirrored, opaque, iridescent or fluorescent colors, etc.) shall not be worn while on duty. Sunglasses or darkly tinted glasses shall not be worn inside the building or during any security screening operation. This includes sunglasses positioned on the Officers head or hanging off their uniform.
- b. Jewelry:
- Officers may wear only stud style earrings that do not exceed ¼ inch in diameter and are made of plain gold or silver tone metal, pearl, or other gemstone, and earrings may only be worn in the ear lobe. Female Officers may not wear more than two (2) earrings per ear lobe and male Officers may wear only one (1) stud style earring per ear lobe. Earrings must not detract from the professional appearance of an Officer.
  - Necklaces may be worn if not visible to the public. Other than earrings, no other jewelry, including tongue piercing, shall be worn on or about the face, head or mouth. Body piercing, except for earrings, may not be visible to the public.
  - Rings or ring sets on fingers shall be limited to no more than two per hand.
  - Beads, chains, bracelets, and similar jewelry while on duty are prohibited due to safety compliance.
  - Medical identification bracelets/necklaces may be worn.
  - Wrist watches may be worn while on duty. Watches should be of a style that minimizes sliding up the arm and are not of a size that could create a safety issue. Watches must not detract from the professional appearance of an Officer.
- c. Hair:
- Hairstyles and hair colors must be judged by a reasonable person standard (ultimately determined by the STSO/PM) and present a neat, clean, professional appearance. Hair shall be kept clean and the style shall not present a ragged, unkempt or extreme appearance.
  - Hair length for male Officers shall not extend below the bottom of the back of the collar. Hair retainers, e.g., hair clips, hair nets, or rubber bands, may not be used to meet this standard for male Officers.
  - Hair length for female Officers shall not extend beyond 2 inches below the bottom of the back of the collar while on duty. Hair accessories used to pin up hair shall be concealed as much as possible and should not distract from the uniform.
  - Hair and/or hairpieces, whether dyed or natural, must appear natural in color.

- Facial Hair: Male Officers must be neatly shaven or maintain neatly trimmed and well-kept facial hair not more than ½ inches in length.

**NOTE:** The standards for hair apply whenever in uniform whether performing security screening operations or not and in public presences.

- d. Make-up: Make-up and make-up colors must present a neat, clean, and professional appearance to be judged by a reasonable person standard (ultimately determined by the STSO/PM).
  - e. Tattoos: Tattoos must be covered at all times and not visible to the general public. Officers whose tattoos are visible when wearing a short sleeve shirt must wear a long sleeve shirt while on duty. Officers with visible arm tattoos should order long sleeve shirts when placing their initial uniform orders. Exceptions may be granted by the PM only when the tattoo is covered by an acceptable band that does not detract from the uniform.
  - f. Fingernails: Fingernails shall not extend further than ¼ inch beyond the tip of the finger. Fingernail color must be judged by a reasonable person's standard and present a neat, clean, and professional appearance. Ultimately, the STSO or PM will make the final determination.
  - g. Chewing Gum and Tobacco: Officers are prohibited from chewing gum or tobacco while on duty.
  - h. Personal Electronic Equipment: Display and use of personal electronic devices is prohibited in identified screening areas or in the viewing public. Personal electronic devices may only be used during an employee's rest or meal break in a designated area that is not co-located with the screening area.
13. Retrieval and Disposal of Trinity Patches, Badges and Other Insignia from Officer Uniforms:
- a. Officers are required to return all Trinity issued uniform items when they terminate their employment with Trinity or when the items are no longer suitable for continued use.
  - b. Officers on extended leave from Trinity (e.g., military duty) are not required to return their uniforms while on leave. Employees are responsible for safeguarding their uniform from theft and unauthorized use during their absence.
  - c. Employees who leave Trinity and fail to return uniform items will have the cost of such items deducted from their final compensation check.
    - Trinity Technology Group employee uniform items are considered controlled sensitive items by our customer the Transportation Security Administration (TSA). Your failure to return this company issued, property within ten (10) days from the date of termination/resignation will be reported to TSA. TSA may pursue civil and/or criminal enforcement actions against you. These enforcement actions could

subject you to civil penalties of up to \$10,000 for each day beyond the ten-day grace period noted above that you fail to return the property, and/or criminal penalties.

14. Storage of Uniforms in Vehicles: All Trinity employees must ensure the safekeeping of sensitive accountable property. Employees must not store any Trinity uniforms, badges, credentials or other sensitive items in their personal vehicles.
  - a. Officers are responsible for maintaining the security and accountability of all uniforms and badges in their custody and control. If a uniform or badge becomes lost or stolen, the Officer must immediately (as soon as practicable after discovering that the badge has been lost or stolen, whether or not the employee is scheduled for duty) report the facts to his/her supervisor or other management official.
  - b. If a uniform becomes unsuitable for continued use while in the possession of an Officer, it should be turned in to his/her supervisor or other management official for proper disposition.

## **USE OF COMPANY TECHNOLOGY & PROPERTY**

2.08

**Original Policy Date:**

**January 2004**

**Last Revision Date:**

**January 2013**

**Purpose:** To provide policy guidance and define expectations for what is acceptable and what is not when it comes to using company resources wisely.

**Scope:** This policy applies to Trinity employees, applicants, consultants, and persons doing business with Trinity Technology Group.

**Policy:** Company resources are for the purpose of conducting Trinity related business. Trinity understands that at times employees may need to use company resources for personal purposes. This is allowed on a limited basis and only with prior approval of management. Resources include but are not limited to:

1. Email\Fax\Copier: All electronic communications systems and all information transmitted by, received from, or stored in these systems are the property of Trinity Technology Group. These systems are to be used only for Company business or business-related purposes. Employees should have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment. Trinity has full authority to examine, listen to, record or preserve any such message or information regardless of whether such messages or information relates to the Company.

Trinity resources may not be used to solicit or promote commercial, ventures, religious or political causes, outside organizations, or other non-job-related solicitations. They may not be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. The Company's policy precluding harassment applies to employees' use of the Company's electronic systems.

The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

2. Phones: The telephones in Trinity's facilities are for business use. A great majority of our business is conducted over the phone making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected. We recognize that periodically, personal phone calls