

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

And the

Vermont Federal Court Security Officers Association

**PREAMBLE**

This agreement is entered into between AKAL SECURITY, INCORPORATED, a New Mexico Corporation (hereinafter referred to as the "Company" or the "Employer"), and the Vermont Federal Court Security Officers Association (hereinafter referred to as the "Association").

## PURPOSE

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Association, to provide for peaceful adjustments of any differences which may arise between them, and to set forth the Agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.

The Company and the Association recognize that the objective of providing equal employment opportunities for all people is consistent with Association and company philosophy and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## ARTICLE 1

### GENERAL PROVISIONS

#### SECTION 1.1 RECOGNITION-BARGAINING UNIT

This agreement is entered between Akal Security, Inc., and the Vermont Federal Court Security Officers Association (hereinafter referred to as the "Association"). The Company recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and shared-time position Court Security Officers (CSOs) and Lead Court Security Officers (LCSOs) employed by the Company in the 2nd Circuit, in the District of Vermont, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

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

#### SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Association to represent the Employees in collective bargaining negotiations. The local Association President will select the members of the Negotiating Committee. The Association will provide the names of these individuals to the Company prior to the negotiations. The Company and the Association agree that these individuals will remain the same throughout the negotiations unless the Association timely requests substitution of one its members.

### **SECTION 1.3 STEWARD SYSTEMS AND ASSOCIATION LEAVE**

Association business shall not be conducted during working time or in work areas if it interferes with security responsibilities without the consent of the Contract Manager or Designee.

- A. The Company agrees to recognize a Shop Steward at each work site within Vermont.
- B. Any Shop Steward having an individual grievance in connection with his own work may ask for an alternate to represent him in accordance with the provisions of this article.
- C. The Shop Steward or Local President shall notify the supervisor whenever they enter or remain in the facility for the purpose of handling an individual grievance or complaint at any time other than during their regularly scheduled shift.

### **SECTION 1.4 MANAGERS AND SALARIED PERSONNEL**

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work under the US Marshals Service contract.

### **SECTION 1.5 INTENT OF PARTIES**

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

### **SECTION 1.6 ANTI-DISCRIMINATION**

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

## ARTICLE 2

### SENIORITY

#### SECTION 2.1 SENIORITY DEFINED

Seniority shall be defined as the length of continuous employment in the position of Court Security Officer/Lead Court Security Officer, (Full-time or Shared Position) performing substantially similar duties to those presently being performed, regardless of the location or the employer except that those persons employed on the effective date of this agreement in this bargaining unit shall have seniority over any employee there after hired or transferred into this bargaining unit.

Seniority will be used when applying the following aspects of this Agreement: Vacation scheduling, shift preference, starting time, work, location, layoffs, rehiring after layoffs. When providing names to the USMS for USMS training school, Akal will provide the names in order of seniority.

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

Seniority will determine holiday work assignments. Vermont sites will fill assignments within their respective boundaries.

#### SECTION 2.2 SENIORITY LISTS

Separate seniority lists will be provided by the Company upon request a maximum of twice a year for each work sight for the CSO's/LSCO's that actually work at each location for the purpose of scheduling vacations and will be available for review by the Employees.

#### SECTION 2.3 TRANSFERS OUT OF UNIT

Any bargaining unit employee promoted to a non-bargaining unit position for more than one hundred and twenty (120) days shall lose his/her seniority. Such employee shall regain accumulated seniority upon transfer back into the bargaining unit within such one hundred and twenty (120) days one time during the term of this agreement.

#### SECTION 2.4 PROBATION/INTRODUCTORY EMPLOYEES

The Employer hires employees on an introductory basis for a period of sixty (60) days. During this period, employees shall have no seniority rights and may be terminated without recourse to the grievance and/or arbitration procedures. At the completion of the introductory period, the employee shall retain their seniority from the date of hire. Incumbents do not go back on probation if a new contractor assumes the contract.

## SECTION 2.5 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

- A. The Employee quits or retires;
- B. The Employee is discharged;
- C. A settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. The Employee is laid off for a continuous period of one hundred eight (180) days; or the Government terminates the Employee's credentials as a Special Deputy Marshal;
- E. Employee is permanently transferred out of the bargaining unit.

## ARTICLE 3

### JOB OPPORTUNITIES

#### SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) days. Shared position Employees who are not scheduled to work during that five (5) day period at the site where an opening occurs will be notified by the Association. The Site Supervisor will notify the Association President in writing of such openings. The Association President will then verify that all shared position CSOs have been notified.

When a vacancy occurs, the Employer will fill the position with the senior-most Employee who has applied for the position, who will be trained if required to fill any necessary qualifications for the new position. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled under this Article as well. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific, i.e., only Employees at the site where the vacancy occurs will be required to be notified.

#### SECTION 3.2 SHARED POSITION EMPLOYEES

Shared positions will be filled as described in Section 3.1.

### **SECTION 3.3 LAYOFF AND RECALL**

If layoffs are required, seniority shall govern. When an employee is recalled, seniority will govern.

### **SECTION 3.4 TEMPORARY ASSIGNMENTS**

Whenever it becomes necessary to temporarily transfer an employee to a work site outside of the District of Vermont, to the extent feasible, the transfer will be made on a voluntary basis among employees. If there are no volunteers, the temporary position will be assigned based on reverse seniority as needed. Employees temporarily transferred will receive the higher of the base hourly wage available to employees regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

### **SECTION 3.5 APPOINTMENT OF LEAD CSOs**

The U.S. Government, in its contract with the Company, creates Lead CSO performance criteria. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operations. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right to take any action it deems appropriate in the management of its employees and of the business in accordance with its judgment

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **SECTION 5.1 INTENT**

For purposes of this agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Association Employee, except that this grievance procedure shall not be used for any action of removal from the Contract or revocation of required CSO credentials by the US Marshals Service. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-

disciplinary situation where the Company is acting under express security directives of the US Marshals Service outside the control of the Company.

## SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article.

## SECTION 5.3 GRIEVANCE PROCEDURES

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

- A. **Informal Step** -- Both the company and the Association agree that the Employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit within five working (5) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Association representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.
- B. **Step One** -- If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.
- C. **Step Two** -- If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

- D. **Grievance for Discipline** – Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

#### SECTION 5.4 ARBITRATION PROCEDURES

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Association, giving the Akaal Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Pre-Arbitration Hearing** – The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Association President (or designee) to make a final effort to settle the grievance before arbitration.
- B. **Selection of an Arbitrator**- Within fifteen (15) days of receipt of the Association's written notice to proceed with arbitration, the Company and the Association will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Association will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. **Decision of the Arbitrator**- The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any for the terms of this Agreement.
- D. **Arbitration Expense**- The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Association. Each party to the arbitration will be responsible for its own expense and compensation, incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. **Time Limits**- The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

### **SECTION 5.5 CLASS ACTION**

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

### **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## **ARTICLE 6**

### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall be dismissed or likewise disciplined without just cause, unless the Employee's credentials are denied or terminated by the Marshals Service. The company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract between the Company and the USMS and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each employee.

## **ARTICLE 7**

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

#### **SECTION 7.1 WORKDAY AND WORK WEEK**

The normal workweek shall consist of forty (40) hours commencing 12:01 am. Saturday through 12 midnight Friday.

#### **SECTION 7.2 OVERTIME**

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

#### **SECTION 7.3 OVERTIME REQUIREMENT**

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

#### SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be distributed as equitably and fairly as practicable by a revolving seniority schedule among bargaining unit employees assigned to a particular work location. First, to try and avoid unnecessary overtime, all efforts will be made to contact all shared position employees in seniority order wishing to increase their hours for that pay period.
- B. Overtime records will be maintained by the Lead CSO and will be made available to the Association by the company upon request.
- C. In the event of an emergency, supervisors and other salaried employees may be permitted to perform bargaining unit work.

#### SECTION 7.5 SHARED POSITION EMPLOYEES

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees may be required to work all scheduled work hours, unless the Employee is excused for good cause. Shared position Employees will be required to sign the Akal Shared Officer Agreement (See Attachment).

Shared position employee work equalization - All work given to shared position employees who do not have a steady forty (40) hour work week and steady site, must be offered to the senior most shared position employee and such employee may work up to forty (40) hours a week or 80 hours per pay period.

#### SECTION 7.6 REST PERIODS

Court Security Officers/Lead Court Security Officers shall be entitled to one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks for each eight hour shift worked. The meal periods and break periods may be combined if the parties agree. Company agrees to cooperate with employees so that the lunch break is free of workplace obligations, except in emergencies. On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly schedule breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

#### SECTION 7.7 CALL-IN PAY

An employee who is called into work or who reports to work as scheduled without having been notified not to report to work shall be paid four (4) hours call in pay. The Company shall have the right to require the employee to work at regular CSO duties for this pay.

### **SECTION 7.8 SHIFT BIDDING**

At least once each year, full-time Employees and shared position Employees at each location may bid their shift schedules among designated full-time assignments or shared assignments in the order of seniority. Shift bidding may not lead to any change in status from full-time to share position or vice versa. Both parties understand that this Section will not apply to US Marshal Service or judicial assignments and all bidding will be conditional upon US Marshal Service acceptance of the change.

### **SECTION 7.9 SHIFT DIFFERENTIAL**

All work performed between the six (6) p.m. and six (6) a.m. the next day shall be paid at 104% of the employee's regular hourly rate.

## **ARTICLE 8**

### **WAGES**

#### **SECTION 8.1 PAYMENT**

All wages shall be paid by locally negotiable check or Direct Deposit, Biweekly, and shall include all wages earned to date not more than five workdays prior to payment.

#### **SECTION 8.2 WAGE SCHEDULE**

The base rate of pay for Court Security Officers and Lead CSOs in all locations are described in Appendix A of this Agreement.

Payday for all hourly Employees will be after 11 a.m. Friday following the pay period ending on Saturday, subject to change by mutual agreement.

#### **SECTION 8.3 UNDISPUTED ERROR**

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

## ARTICLE 9

### HOLIDAYS

#### SECTION 9.1 HOLIDAYS DEFINED

Each full-time employee shall be paid eight (8) hours for each holiday below, whether or not worked. Shared employees shall be paid four (4) hours for each holiday below, whether worked or not.

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Birthday
Memorial Day	Presidents Day
Employee's Birthday*	Day after Thanksgiving
Any day designated by the President of the United States as a permanent National holiday.	

\* To be taken in the Employee's birthday month upon 14 days written notice to the Company providing staffing permits.

#### SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday.
- B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- C. Any shared position employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period that the holiday occurs. Share time employees will receive a minimum of four (4) hours of holiday pay.
- D. A shared position employee who does not work on a holiday shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period that the holiday occurs.

## ARTICLE 10

### VACATIONS

#### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the employer at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of 1 year of service:	80 hours
Upon completion of 5 years of service:	120 hours
Upon completion of 10 years of service:	160 hours
Upon completion of 15 years of service:	200 hours

Vacation shall be used during the twelve (12) month period following the year in which it is earned.

#### SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation benefit at their individual hourly rate based on the number of hours worked in the Employee's previous anniversary year.

#### SECTION 10.3 SCHEDULING VACATIONS

- A. Employees shall receive their unused vacation pay as soon as practicable after their anniversary date. Employees may, with the approval of their supervisor, take their entire vacation in one period. In the event the employer changes, the new employer is responsible for all vacation payments on the employees anniversary date.
- B. Employees requesting vacation in multi-week blocks must do so, in writing, at least ten (10) working days in advance.
- C. Vacation list bidding will take place as soon as practicable after this Agreement takes effect and will commence every January 2<sup>nd</sup> thereafter.
- D. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their Lead CSO, in writing, prior to January 2<sup>nd</sup> of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as per requested prior to

January 2<sup>nd</sup>, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

- E. The Employer will recognize Association seniority when scheduling Employees for vacation. The Employer will allow the maximum amount of personnel off at any one time for vacation that allows the company to maintain efficient operations and full coverage of posts. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements. It is the right of the Employer to ensure that vacation absences do not prevent full coverage of Contract work requirements.

#### **SECTION 10.4 PAY OPTIONS**

Earned vacation pay shall be paid on the pay day following the Employee's return to the job after his/her vacation.

#### **SECTION 10.5 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e. anniversary date of employment) shall be paid to the Employee.

#### **SECTION 10.6 PAY IN LIEU OF VACATION LEAVE**

Employees may take their vacation in cash pay out or time off with pay.

#### **SECTION 10.7 TERMINATING EMPLOYEES**

Upon termination of employment, Employees will be paid at their individual hourly rate for any vacation time earned as of their last anniversary date but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period.)

Employees who are involuntary terminated within one month of their anniversary date will receive the full year's vacation benefit at their regular hourly rate.

#### **SECTION 10.8 VACATION- LAID OFF EMPLOYEES**

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

#### **SECTION 10.9 VACATION INCREMENTS**

By mutual agreement in writing between an employee and his/her Supervisor, vacation may be taken one (1) non-consecutive day at a time.

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

The Company may grant an unpaid personal leave of absence to an employee, upon request, for just cause, provided the services of the employee are not immediately needed and other employees are available to do his/her usual work. Wherever possible, such leave should be requested at least five (5) days in advance.

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Any Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence.

#### SECTION 11.2 MEDICAL LEAVE

The company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make its best efforts to extend the leave period as necessary. The Company agrees to meet with the Association to resolve any contract related difficulties.

All additional requests for employee medical leave must be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job. The Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Length of service with the Employer shall not accrue for purposes of vacation or personal leave time. Upon the expiration of said leave, the Employee shall furnish the employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

To qualify as an eligible employee, the employee must have worked for the Employer and any predecessor Employer for at least 12 months and a minimum of 1,250 hours during the 12 months prior to the medical leave.

#### SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the

Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

#### SECTION 11.4 ASSOCIATION LEAVE

The Company agrees that essential Association business shall comprise just cause for Association business leave. Such additional unpaid leave shall not exceed a combined total of fifteen (15) days in duration in any contract year for the President, Vice President, Secretary, or Treasurer. The Company may deny such leave in the event of a security emergency or period of additional staffing requirements ordered by the USMS. Executive board members and Association Shop Stewards may be granted tour changes that do not create any overtime to attend Association business.

#### SECTION 11.5 PERSONAL/SICK LEAVE

After thirty days of continuous employment, each full time employee shall be entitled to six (6) paid sick/personal leave days for a full contract year worked.

Personal days may be used for personal illness, Dental, Chiropractic, or Optometry appointments for the employee, the employee's spouse and children residing with the employee or the employee's spouse, or for other business of a personal nature.

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table		
START DATE (Date Employee begins working on the contract, based on an October 1 contract start date.)	RATE OF PERSONAL LEAVE ELIGIBLE TO USE	
	FULL-TIME	SHARED POSITION
October 1-31	48 hours	24 hours
November 1-30	43 hours	21.5 hours
December 1-31	38 hours	19 hours
January 1-31	33 hours	16.5 hours
February 1-29	29 hours	14.5 hours
March 1-31	24 hours	12 hours
April 1-30	19 hours	9.5 hours
May 1-31	14 hours	7 hours
June 1-30	09 hours	4.5 hours
July 1-31	04 hours	2 hours
August 1-31	00 hours	0 hours
September 1-30	00 hours	0 hours

- A. A maximum of eight (8) hours of personal/sick leave time per year may be used in two (2) hour increments. The remaining personal days shall be used in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours employee worked during that contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, an Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the one (1) unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days (32 hours) personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

#### SECTION 11.6 PROCESSING LEAVES OF ABSENCE

A leave of absence must be processed in the following manner:

- A. All requests for any unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
  - a. The reasons for such leave;
  - b. The effective dates of such leave;
  - c. The estimated date of return to work.
- B. The Site Supervisor shall submit the written request for leave of absence to the Contract Manager for final approval.
- C. If the Contract Manager approves the request for the leave of absence, a copy of the approved leave of absence will be given to the employee involved.

D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence when feasible. Extensions when granted shall not total more than thirty (30) days.

#### **SECTION 11.7 BEREAVEMENT LEAVE**

Each Employee will be granted bereavement leave of five (5) days paid for the death of a child or spouse and five (5) days paid for mother, father, brother, sister, step-father, step-mother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents. Upon request, the employee will provide reasonable evidence of the death.

#### **SECTION 11.8 GENERAL PROVISIONS**

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 2 of this Agreement.

#### **SECTION 11.9 JURY DUTY**

An Employee serving jury duty on a scheduled workday will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to five (5) days per contract year. The Employee shall notify the company no later than five (5) working days before the jury duty or as soon as the employee has notice whichever is sooner. Employees must provide proof of jury service and of fees received for processing wages.

### **ARTICLE 12**

#### **HEALTH, WELFARE AND UNIFORM ALLOWANCE**

##### **SECTION 12.1 PAYMENTS**

For the life of this Agreement, the Employer will make health and welfare payments to Employees on all hours paid up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

##### **SECTION 12.2 OTHER BENEFITS**

The Employer will offer Employees the opportunity to participate in other Employee-paid fringe benefit programs made available to all Court Security Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

### **SECTION 12.3 UNIFORM MAINTENANCE**

Each employee shall be provided with uniforms per the USMS contract. The Employer will pay the Employee uniform maintenance allowance as described in Appendix A. Shoes will be provided by the Company for all Employees as part of the required uniform.

Should a CSO request a sweater or other outerwear to be worn as part of his/her uniform, the Site Supervisor will attempt to attain COTR permission to provide the item(s).

### **SECTION 12.4 GROUP DISABILITY INSURANCE LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of ten thousand (\$10,000) dollars shall be provided to all employees by the Company.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at the Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the employee of up to a maximum of \$90.00 per examination. Receipts must be furnished by Employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The Employer shall pay the Employee up to two hours for time spent taking an employer-requested medical examination.

#### **SECTION 13.2 TRAVEL EXPENSES**

When a CSO/LCSO is temporarily assigned to a work site not being the permanently assigned work site, all mileage in personal vehicles will be paid at the Federal Travel Regulations rate per mile for travel time to and from the site.

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours may require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for in this Agreement to a maximum of eight (8) travel hours per day.

Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

#### ARTICLE 14

##### 401(k) PLAN

The Company shall provide a 401(k) plan to which Court Security Officers are eligible to participate and contribute if they wish, whether Association or Non-Association. Employees shall be subject to the eligibility requirements and rules of the Plan. At the direction of the individual employee, the Company may deposit the Health and Welfare payment to the employee's 401(k) account.

#### ARTICLE 15

##### TRAINING

The Company will attempt to give the Employee two (2) weeks notice when the employee is scheduled for training.

The Company will make its best effort to implement its advanced CSO training program to enhance the professional capabilities of the Employees. Actual scheduling of training is subject to approval by the US Government and may be subject to funding by the US Government.

#### ARTICLE 16

##### SAFETY

##### SECTION 16.1 SAFETY POLICY

It is the policy of the company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Association to participate in any locally scheduled safety meetings.

##### SECTION 16.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any government provided CSO work stations and break rooms.

## ARTICLE 17

### CONTINUITY OF OPERATIONS

#### SECTION 17.1 NO STRIKES

Both the Company and the Association agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Association and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Association will not cause, nor permit its members to cause, nor will any member of the Association take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the employer's or Government's operations for any reason whatsoever. Nor will the Association authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage or work, planned inefficiency or any curtailment or work or restriction or interference with the operation of the Employer, the Association shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provision of this Article may be judicially enforced including specific performance by way of injunctive relief.

#### SECTION 17.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any employees covered in this Agreement.

## ARTICLE 18

### SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 19

### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties acknowledge that the Company operates under contract to the US Marshals Service and that the US Marshals Service has the responsibility and authority for federal court security and its operations and for the day to day safety and security of all court houses and judicial facilities; and that its reasonable actions concerning security operations in the furtherance of that responsibility represents an obligation to the company and the employees.

The US Marshals Service may not directly involve itself in the discipline or job status of the employees in any way, other than in its right to the withdraw CSO credentials in cases where a CSO is no longer qualified.

## ARTICLE 20

### ENTIRE AGREEMENT

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

ARTICLE 21

DURATION

This Agreement shall be effective from July 15, 2004 through September 30, 2007 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHERE OF, the parties have caused their representatives to sign this Agreement as full acknowledgement of their intention to be bound by the Agreement.

FOR: Vermont Federal Court Security Officers Association

BY: Terrance D. Martini

TITLE: PRESIDENT

DATE: 7/15/04

FOR: Vermont Federal Court Security Officers Association

BY: Michael A. Gelski

TITLE: TREASURER/SECRETARY

DATE: 07/15/04

FOR: Akal Security, Inc.

BY: [Signature]

TITLE: Director H.R.

DATE: 6/30/04

Appendix A

**WAGE SCHEDULE**

Listed below are the Wages and Benefits for the employees in the 2nd Circuit for the District of Vermont, Vermont Federal Court Security Officers Association:

a) Base Wages

SITE: **Brattleboro, Burlington, Rutland**

**Current:**

Court Security Officers:  
Lead Court Security Officer:  
Senior Lead Court Security Officer:  
Health & Welfare Allowance:  
Uniform Allowance:

\$ 20.13 / hour<sup>\*\*\*</sup>  
\$ 21.38 / hour<sup>\*\*\*</sup>  
\$ 22.63 / hour<sup>\*\*\*</sup>  
\$ 2.36 / regular hour paid up to 40  
\$ 0.11 / regular hour worked up to 40

**Effective October 1, 2004:**

Court Security Officers:  
Lead Court Security Officer:  
Senior Lead Court Security Officer:  
Health & Welfare Allowance:  
Uniform Allowance:

\$ 20.94 / hour<sup>\*\*\*</sup>  
\$ 22.69 / hour<sup>\*\*\*</sup>  
\$ 23.69 / hour<sup>\*\*\*</sup>  
\$ 2.69 / regular hour paid up to 40  
\$ 0.11 / regular hour worked up to 40

**Effective October 1, 2005:**

Court Security Officers:  
Lead Court Security Officer:  
Senior Lead Court Security Officer:  
Health & Welfare Allowance:  
Uniform Allowance:

\$ / hour<sup>\*\*\*</sup>  
\$ / hour<sup>\*\*\*</sup>  
\$ / hour<sup>\*\*\*</sup>  
\$ / regular hour paid up to 40  
\$ 0.11 / regular hour worked up to 40

**Effective October 1, 2006:**

Court Security Officers:  
Lead Court Security Officer:  
Senior Lead Court Security Officer:  
Health & Welfare Allowance:  
Uniform Allowance:

\$ / hour<sup>\*\*\*</sup>  
\$ / hour<sup>\*\*\*</sup>  
\$ / hour<sup>\*\*\*</sup>  
\$ / regular hour paid up to 40  
\$ 0.11 / regular hour worked up to 40

\* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health & Welfare Allowance at any time after May 1 and before June 1, for the years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the term of this agreement.

\*\* A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 5 P.M. and 5 A.M.

Vermont Federal Court Security Officers Association

Akal Security, Inc.

Terrance Martin 7/15/04  
Signature Date

[Signature] 6/30/04  
Signature Date  
Director, H. R.

Vermont Federal Court Security Officers Association

[Signature] 7/15/04  
Signature Date

### Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 2nd Circuit for the District of Vermont, Vermont Federal Court Security Officers Association:

a) Base Wages **SITE: Brattleboro, Burlington, Rutland**

**Current:**

Court Security Officers:	\$ 20.94 / hour
Lead Court Security Officer:	\$ 22.69 / hour
Senior Lead Court Security Officer:	\$ 23.69 / hour
Health & Welfare Allowance:	\$ 2.59 / regular hour paid up to 40

**Effective October 1, 2005:**

Court Security Officers:	\$ 21.87 / hour
Lead Court Security Officer:	\$ 23.42 / hour
Senior Lead Court Security Officer:	\$ 24.42 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40
UNIFORM	0.11 / " " " " " "
	work

**Effective October 1, 2006:**

Court Security Officers:	\$ 22.43 / hour
Lead Court Security Officer:	\$ 24.18 / hour
Senior Lead Court Security Officer:	\$ 25.18 / hour
Health & Welfare Allowance:	\$ ** / regular hour paid up to 40
UNIFORM	0.11 / " " " " " "
	work

This offer is good until 3:00 p.m. Mountain Time on Wednesday, July 13, 2005. After that, it may be withdrawn as business conditions will have changed. Please fax the signed agreement to (806) 747-8438.

Vermont Federal Court Security Officers Association

Akal Security, Inc.

Terrence J. Martin 7/12/05  
Signature **PRESIDENT** / Date

[Signature] 7/13/05  
Signature **Labor Relations Mgr.** / Date

**LETTER OF UNDERSTANDING**

IT IS AGREED between Akal Security, Inc. and the Vermont Federal Court Security Officers Association that:

The Health & Welfare rate effective 10/1/2006 through 9/30/2007 is \$3.01 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

Vermont Federal Court Security Officers Association

*Terrance D. Martin*  
Signature

TERRENCE D. MARTIN  
Name

PRESIDENT, VFCSOA  
Title

JULY 13, 2006  
Date

Akal Security, Inc. *Sean J. Engelin*  
Signature

Sean J. Engelin  
Name Labor Relations Manager

Title

7/14/06  
Date