

AGREEMENT

between

AKAL SECURITY, INCORPORATED

and the

**PROFESSIONAL ASSOCIATION OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS, INCORPORATED
(PACSONDT)**

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPATED, a New Mexico corporation, and its successors, Partners and Assigns hereinafter referred to as the "Employer" or "Company", and. PROFESSIONAL ASSOCIATION OF COURT SECURITY OFFICERS NORTHERN DISTRICT OF TEXAS, INCORPORATED (PACSONDT) hereinafter referred to as the "Association"

ARTICLE I

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The employer hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular part-time court security officers and lead court security officers assigned to the federal courthouses within the jurisdictional boundaries of the United States District Court for the Northern District of Texas, employed by the Company.
- B. The term "employee" when used in this Agreement shall refer to any and all Bargaining Unit members of the Company who are employed as Special Deputy United States Marshals in the capacity of the Federal Court Security Officers in any and all facilities or places that the employees are assigned to perform their functions within the Northern District of Texas. Such employees shall be a part of the Bargaining Unit described in Article I, Section 1.1 of this Agreement.
- C. The Company shall recognize Union Representatives special status as defined by the National Labor Relations Act and all the Agency's decisions and interpretations and any other protections provided by Federal Law. The Association recognizes these protections do not relieve the Association from good business practices and the common respect normally given in business relations. The Company recognizes the Association representatives have the right to, and may from time to time contact Government representatives at any time during grievances and representing the employee.

SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the Association to represent the Employees in collective bargaining negotiations.

SECTION 1.3 STEWARD SYSTEM

The Company agrees to recognize a Steward system should the Association desire to establish such system. The Association shall designate from the Bargaining Unit such representatives as it deems appropriate to serve as Shift Stewards and alternates at work sites. The Association agrees that the representatives will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement. The Association shall notify the Site Supervisor of the names of those so elected or appointed.

In the event any disciplinary action, whether written or verbal, is to be taken against any

Bargaining Unit Member if the employee requests, the Company will call for an Association representative prior to any disciplinary action taken. The representative will be released by the supervisor to return back to work if his presence is declined by the employee.

SECTION 1.4 SUPERVISORS AND SALARIED PERSONNEL

Supervisory 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 DUES CHECK-OFF

The Company agrees to deduct initiation fees, monthly dues, and lawful assessments designated by the Association from the first paycheck of each month of each member of the Association. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Association. Such authorization may be revoked by the employee upon 30 days' written notice served upon the Company and the Association. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Association, as to what the Association membership dues, initiation fees, and service fees are.

The Company will remit all such deductions to the Association Secretary/Treasurer the day the deduction was made via direct deposit unless it is impossible to do so. The Association agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Secretary/Treasurer of the Association with a deduction list, setting forth the name and amount of dues and initiation fees within seven (7) days of each remittance. The Association agrees to hold the Company harmless from any action growing out of these deductions commenced by an Employee and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Association. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Association as a violation of this provision, providing such errors are corrective and corrected when brought to the Company's attention.

The Check-off Authorization Card to be executed and furnished to the Company by the Association and the employees, shall be the official Association Authorization for Check-Off Dues. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.

SECTION 1.6 INTENT OF PARTIES

The Association 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 operation and sound labor relations. The Association and the Company agree that they will 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, and that neither their representatives nor their members will intimidate, coerce or

discriminate in any manner against any person in its employ. Neither the company nor the Association will discriminate against any employee by reason of his/her membership and activity or non-membership or non-activity in the Association. Neither the Company nor the Association will discriminate against any employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status or disability.

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

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

Seniority shall be length of continuous service from the employee's (share-time or full-time) original date of hire as a Special Deputy US Marshal Court Security Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall be used in applying various aspects of this Agreement, including, but not limited to, share-time to full-time, wages, vacation, sick leave, leaves of absence, transfers, order of lay-off and recall, and filling of vacant positions as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Association to the proper Company officials within a reasonable time, each March and September of each contract year. The request for these lists must be made to the Association in writing by the Company. The updated and current Seniority List shall be posted and maintained by the Association at each work location. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Association President no later than thirty (30) calendar days after the list has been posted.

SECTION 2.3 PERSONAL DATA

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

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit employee who is promoted to a non-Bargaining Unit position for more than one hundred eighty (180) days shall lose his/her seniority. If he/she returns to the Bargaining Unit at a later date his/her seniority will start on that return date.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary employees will be considered probationary for a one hundred eighty (180) day period after their hire date. The Association will still represent Probationary employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, layoffs or discharge of Probationary employees without recourse to the grievance procedure. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The one hundred eighty (180) day period referred to in this section may be extended if the Company encounters a delay in the US Marshals Service performing background checks and granting written authorization on newly hired Employees.

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 three (3) working days (excluding Saturdays, Sundays and holidays). Time-share employees will be notified in writing at their last known address of positions available. Should such notification be done telephonically, the Association President will verify that the Site Supervisor made the call of notification. 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. Vacancies will be filled by seniority as described in Article 2. 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 3.1A SHARE-TIME EMPLOYEES/PART-TIME EMPLOYEES

Share-time employees/Part-time employees positions will be filled by seniority as described in Section 3.1

SECTION 3.1B LAYOFF AND RECALL

If Layoffs are required as a result of budgetary cutbacks or changes in services, the criteria for determining the ranking of layoffs shall be based on reverse seniority (newest employee laid off first, etc.), and not on any appointed position or performance system. Recall of employees will be accomplished by calling the last laid off employee first and so on.

SECTION 3.2. TEMPORARY VACANCIES

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 4.1

The company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservation of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstandings or grievances in the future, to specify by way of illustration some of the rights reserved to the Company, which it may solely exercise in its discretion and which might otherwise be sources of potential controversy, these rights being:

1. The right to determine, direct and change the work operations and work force of the Company;
2. The right to increase or decrease the work force, to eliminate or combine job classifications in whole or in part, and to establish new job classifications for such new classifications; not to be used to erode the Bargaining Unit;
3. The right to contract out any or all work of whatever kind, so long as such contracting out is not for the retaliatory purpose of reducing the Bargaining Unit;
4. The right to determine and change the location and operations of all Company projects and facilities;
5. The right to determine the type of services to be rendered, and the manner in which such services are to be performed;
6. The right to determine the type and quantity of machines, equipment and supplies to be used and the purchase, control and use of all materials, equipment and supplies that are purchased, used or handled by the Company;
7. The right to sell, lease, shut down or otherwise dispose of all or any part of the Company's assets or business operations;
8. The right to introduce changes in methods of operation, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations;
9. The right to establish job descriptions and classifications and to require any Employee covered by this Agreement to perform any job or task deemed necessary by the Company, regardless of whether it is related to his/her principal duties. These job descriptions will be provided to the Association and the Association given the chance to comment before implementations;
10. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign work;
11. The right to make and enforce reasonable work rules not inconsistent with the express provisions of this Agreement. No work rule(s) will be implemented by the Company until fifteen (15) calendar days after it has been provided to the Association, during which time the Association may comment to the Company on such work rule(s). An exception to this policy is implementation of work rules in compliance with government requirements. The Company agrees to provide copies of the Government Regulations in a timely fashion.
12. The right to hire, promote, transfer, lay off and discharge Employees for cause covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred, laid off or discharged for cause in accordance with the terms of the

Labor Agreement.

SECTION 4.2 MEMBER RIGHTS

1. Definition of Discipline

Discipline is defined as any action taken against a member by the Employer that may affect working conditions, hours or wages, including written reprimands. A copy of all disciplinary actions taken shall be forwarded to the Association at the location the action is taken.

2. Application of Discipline

When the Employer decides from known and obvious facts, minor infractions such as uniform or personal appearance violations are observed, then on-the-spot admonishments are warranted. When it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner, with due regard for the circumstances of the individual case.

3. Criminal Investigations

AKAL has the authority to authorize a criminal investigation on any employee. It is not the intent of this Article to prohibit AKAL's authority in these matters. The Employer/Employee relationship shall be non-existent and this Article shall not apply until a conclusion of said investigation is reached. If upon reaching a conclusion of the criminal investigation the company determines that the possibility of discipline in an Employer/Employee relationship may exist, AKAL may conduct an Administrative Investigation. Should the company determine that discipline is necessary; the decision shall be based on the Administrative investigation.

4. Personnel Files

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member. Each employee shall receive one copy of any document placed in the file, upon their request.

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 Member, except that this grievance procedure shall not be used for any disciplinary action directed by the US Marshals Service or by judicial personnel. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the directives of the US Marshals Service or any member of the judiciary. The Company shall provide to the Association in writing the name or names of the person or persons ordering and issuing the directives, and the reason for issuing the directives. The term "days"

shall not include Saturdays, Sundays or holidays when used in this Article.

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.

If the association investigates a grievance, and requests information from the Company to support claims of the investigation, the grievance time table shall stop until the information is received by the association. The Company shall take no more than ten (10) days to provide the information.

Any grievance involving discharge or other discipline may be commenced at Step 2.

SECTION 5.3 GRIEVANCE PROCEDURE

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

A. Step One

Both the Company and the Association agree that the employee will first discuss his/her complaint with the Site Supervisor. 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 five (5) days of the informational discussion, it may be submitted in writing to the Contract Manager in accordance with Step 2. The Site supervisor must advise the Association of his/her decision.

B. Step Two

If the matter is not resolved, the grievance shall, not later than fifteen (15) days after the informal discussion with the site supervisor, be reduced to writing, setting forth the facts in detail, and specifying the Article and paragraph allegedly violated, and signed by the aggrieved employee and the Association representative, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have fifteen (15) 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. The Association and the Contract Manager, personally or telephonically, may meet to resolve the grievance.

C. Step Three

Grievances processed in accordance with this section that remain unsettled may be processed to arbitration by the association giving the companies Director of Human Resources or his/her designee, written notice of its desire to proceed to arbitration no later than 15 days after final rejection of the grievance. The parties agree to hold a pre-arbitration hearing requiring a senior manager of the company, not a subject of the grievance, and the Association President or designee to make a final effort to settle the grievance before arbitration. The parties agree to meet telephonically.

SECTION 5.4 ARBITRATION PROCEDURE

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. 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.

B. Decision of the Arbitrator

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

C. Arbitration Expense

The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses 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.

D. 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) or grievances involving more than one (1) Employee at Step 2 of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

No Employee shall be dismissed or suspended without just cause. The Association has the right to grieve or arbitrate all employees that are disciplined except for cases when the Company is acting under the directive of the US Marshals Service or any member of the judiciary. The Company must provide to the Association in writing that the action taken is under the direction of the US Marshals Service or any member of the judiciary and who is the person or persons taking such action, and the reason for taking such action.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purpose of this Article, eight (8) consecutive hours of service excluding an unpaid paid thirty (30) minute lunch period shall constitute a normal working day for full-time employees. The normal work week for full-time employees shall be five (5) work days (Monday-Friday) within a consecutive seven (7) day work week. Shifts shall be scheduled at the discretion of the Employer.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an employee's base rate of pay shall be paid for all hours worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME DISTRIBUTION

Seniority shall be used in the assignment of overtime. Overtime will be distributed on a rotation basis as equitably and fairly as practicable among employees regularly assigned to the particular work location (including: time-share employees/part-time employees. Excluding: Supervisors cannot do CSO overtime positions/posts except in emergency situations, when directed by the US Marshal Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime). The Company will not permit supervisors to work overtime assignments when there is a Bargaining Unit member available. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Association by the Company upon request.

SECTION 7.4 TIME SHARE EMPLOYEES

Hours of work for the time-share employees shall be determined by the Employer, to insure the

orderly and efficient operation of court security services.

SECTION 7.5 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch for each six (6) hour shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to work requirements, Employees may have to work through these rest periods and they will be compensated for hours worked at their regular hourly rate.

SECTION 7.6 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay.

SECTION 7.7 SHIFT BIDDING (Dallas only)

In the event shift bidding is implemented, it will take place during the first week of January and will be implemented at the beginning of the first pay period in February. At least once each year, full-time Employees and Shared Employees at each location may bid their shift schedules among designated full-time assignments or shared assignments in the order of seniority. It is understood by both parties that this Section will not apply to US Marshals Service or judicial assignments and all bidding will be conditional upon US Marshals Service acceptance. Employees assigned to judiciary assignments will not be eligible to bid shifts.

SECTION 7.8 SHIFT ROTATION

All assignments will be conducted on a rotating basis unless otherwise directed by the US Marshals Service. Shift rotation will be determined by the Site Supervisor based upon the needs of the US Marshall Service.

ARTICLE 8

WAGES

SECTION 8.1 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.

SECTION 8.2 PAYDAY

Payday for all hourly Employees will be after 11 am. on 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 from the date the error occurred.

ARTICLE 9

HOLIDAYS

SECTION 9.1. HOLIDAYS DEFINED

Whenever the term "holiday" is used it shall mean; New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Employee birth day to be used in the month the Birthday occurs and one floating holiday to be used with 7 days written notice from the employee. Any day declared by the President of the United States or the United States Congress as a permanent national holiday.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- 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 is called in to work 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 regular shared-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 four (4) hours of holiday pay or pay based on hours paid the week prior, or whichever is greater.
- D. Time-share employees who are not required to work on a holiday shall receive four (4) hours of holiday pay or pay based on hours paid the week prior, or whichever is greater.
- E. Time-share employees regularly working 40 hours per week will receive full benefits while the situation continues.

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:	104 hours
Upon completion of 3 years of service:	144 hours
Upon completion of 10 years of service:	184 hours
Upon completion of 15 years of service:	200 hours

SECTION 10.1a AN ELIGIBLE PART-TIME EMPLOYEES

Eligible part-time employees shall be entitled to vacation pay at their individual hourly rate. They will be entitled to one-half the amount of a full-time employee or prorated vacation per the schedule contained in Section 10.1, based on: their individual hourly rate the number of hours paid in the previous year, and the employee's anniversary date or whichever is greater. In instances where only one employee is filling a time share position that employee shall receive the full amount of vacation days or pay.

SECTION 10.2 SCHEDULING VACATIONS

A. On or before January 1st of each calendar year, a seniority list will be provided by the LCSO at each site. This list will be posted in a location accessible to all employees. The Association will coordinate the vacation scheduling process.

B. In order of seniority, each employee shall schedule his first choice of vacation dates by January 15th ("First Round Schedule"). Upon completion of the First Round Schedule each employee shall schedule his second choice of vacation dates by February 1st ("Second Round Schedule"). Upon completion of the Second Round Schedule, each employee shall schedule his third choice of vacations dated by February 15th ("Final Round Schedule").

C. Any subsequent changes will be by mutual consent of employees whose vacation schedules are affected. No employee shall be entitled to "bump" another employee from his scheduled vacation for any reason.

D. Any employee who does not schedule by the deadline for a particular round of scheduling will lose his/her choice for that round.

E. Vacation will be bid in 8 hour increments.

SECTION 10.3 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 10.4 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (i.e. anniversary, date of employment) or upon termination of employment will be cashed out and paid to the employee within 10 days of anniversary date or date of termination.

SECTION 10.5 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 10.6 VACATION INCREMENTS:

With 30 days or less notice, vacation hours may be used in one (1) hour increments.

ARTICLE 11

LEAVES

SECTION 11.1 LIMITATIONS

Personal leaves of absence not to exceed thirty (30) calendar days may be granted at the discretion of the employer without loss of seniority to the employee.

SECTION 11.2 MEDICAL LEAVE

An employee shall be granted a medical leave of absence for a specified period not to exceed three (3) months, provided the employee's disability is made known to the employer in accordance with the provisions of this Article, is 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. This period may be extended beyond the three (3) months at the discretion of the employer. During such leave, the employee shall be required to furnish a similar report from the doctor when requested periodically by the employer. Upon the expiration of said leave, the employee shall furnish the employer with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work.

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 a 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

An Association officer or delegate will be granted a leave of absence upon written request for the purpose of attending Association conventions or other meetings of vital interest to the Association. The maximum number of days given for Association leave is not to exceed five (5) days per contract year. And the maximum number of Association officers or delegates to be granted leave of absence is not to exceed three (3).

SECTION 11.5 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family the Company will grant five (5) days paid funeral leave to the employee for the purpose of attending the funeral if the employee requests such leave from his/her supervisor.

The period of funeral leave granted is five full-time or shared-time working days. Immediate family is defined as an employee's spouse, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster parent, legal guardian, grandparent, grandchild or in loco parents.

SECTION 11.6 FAMILY MEDICAL LEAVE

The Family and Medical Leave Act of 1993 are incorporated herein by reference.

SECTION 11.7 PERSONAL LEAVE

Each full-time employee shall be eligible to earn a maximum of six (6) days of personal leave per full contract year. Personal days shall be paid when taken by the employee. Personal days may be used in one (1) hour increments with advance notice to the contractor. Unused personal hours shall be cashed out and paid by the employer within 10 days of the end of the contract year at the employee's individual hourly rate.

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 PROCESSING LEAVE OF ABSENCE

A leave of absence may be processed in the following manner;

A. Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days, whenever possible, prior to the date that the leave will take effect, except in cases of emergencies, and shall include:

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

B. The written request for leave of absence shall be submitted to the Site Supervisor for final disposition.

C. If the request for the leave of absence is approved, 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, except in case of emergency, prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.10 JURY DUTY

The company will comply with all State and Federal regulations regarding employees' service for jury duty. Employees will receive their regular rate of pay minus any pay received from the courts for up to five (5) days spent on jury duty.

11.11 LEAVE WITHOUT PAY

An employee with no personal leave in the bank may be granted, upon written request (local form) up to 2 days leave without pay with the approval of the site supervisor. Approval may be obtained telephonically by a LCSO or Acting LCSO.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the life of this Agreement, the employer will make health and welfare payments to employees in cash on all hours paid up to forty (40) hours per week and up to a total of 2080 hours per contract year in accordance with the prevailing Wage Determination as of October 1st every contract year.

SECTION 12.2 MINIMUM BENEFITS

The amounts required by Section 12.1 shall serve as the minimum health and welfare benefits for employees.

SECTION 12.3 OTHER BENEFITS

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

SECTION 12.4 UNIFORM MAINTENANCE

Please see appendix A

SECTION 12.5 LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT

The Company shall pay \$.04 per hour worked (excluding overtime) into an Association insurance trust fund ("Fund"). The Association agrees to provide information for payment of such

contributions to this Fund or to a third party administrator no later than three (3) months of the date of this Agreement. The Association agrees to indemnify and hold harmless the Company from any acts or omissions in the administration of this fund. This shall be effective through the life of the contract.

SECTION 12.6 DISABILITY INSURANCE

Group Disability Insurance shall be offered to and costs borne by those employees of the Company who desire it through a group plan of an insurance company of the Company's choice, subject to plan minimum participation requirements. This shall be made available within the first three (3) months.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Company will provide a bulletin board which will be used by the Association for posting notices of meetings, elections, appointments, recreational and social affairs, and other Association notices.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations in full that are required by the Company, for time spent taking the exam and for travel expenses to and from the exam (such as mileage at the current mileage rate). The Employer shall also pay for all follow-up physical examinations required by the Company or the US Marshals Service. All expenses for follow-up exams exceeding four hundred dollars (\$400) must be pre-approved by the Company.

SECTION 13.3 TRAVEL EXPENSE

The Company will provide travel expenses up-front if requested by an employee. Any hours to include travel over twelve (12) hours, will require the employee 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 this Agreement employees will be reimbursed for all expenditures of any travel within ten (10) days from the day employee submits travel voucher to Employer.

Per Diem

Government travel rates for the local will apply.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the government break rooms for CSOs for breaks and lunch without management using the room as an office and will make its best effort to have the government equip the room with water.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs.

ARTICLE 14

401(k) PLAN

SECTION 14.1 401(k) PLAN

The company shall provide a 401(k)-plan for Court Security Officers, whether Association or Non-Association employees shall be subject to eligibility requirements and rules of the Plan.

ARTICLE 15

TRAINING

SECTION 15.1 TRAINING

The Company will make its best effort to implement its advanced CSO training program to enhance the professional capabilities of the employees.

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 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

Both the Company and the Association agree that continuity of operations is of utmost

importance to the Companies operations; therefore, 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.

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 remain in full force and effective.

ARTICLE 19

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

Therefore, the Company and the Association shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

ARTICLE 20

DURATION

This Agreement shall be effective upon its execution by both parties and supersedes any and all prior agreements or understandings between the parties. The agreement shall commence at 11:45 p.m. on September 30, 2006 and shall remain in force until 2400 hours on September 30, 2008.

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

FOR:
PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS
BY: W. L. Nelson
TITLE: V.P.
DATE: 7-21-06

FOR:
PROFESSIONAL ASSOCIATION
OF COURT SECURITY OFFICERS
NORTHERN DISTRICT OF TEXAS
BY: [Signature]
TITLE: V.P.
DATE: July 21, 2006

BY: [Signature]
TITLE: _____
DATE: 7-21-06

FOR:
AKAL SECURITY, INC.
BY: [Signature]
TITLE: Director, Human Resources
DATE: July 21, 2006

FOR:
AKAL SECURITY, INC.
BY: [Signature]
TITLE: Labor Relations Manager
DATE: 7/21/06

BY: [Signature]
TITLE: Site Supervisor
DATE: 7/21/06

APPENDIX A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the 5th Circuit for Professional Association of Court Security Officers, Northern District of Texas, (PACSONDT).

Base Wages

Site: Fort Worth, Dallas TX

Current:

Court Security Officers:	\$21.03/hour
Lead Court Security Officer:	\$22.03/hour
Sr. Lead Court Security Officer:	\$22.28/hour
Health and Welfare Allowance:	\$2.87/regular hour paid up to 40
Uniform Allowance:	\$0.11/regular hour worked up to 40

Effective October 1, 2006

Court Security Officers:	\$22.18/hour
Lead Court Security Officer:	\$23.38/hour
Sr. Lead Court Security Officer:	\$23.63/hour
Health and Welfare Allowance:	\$3.30/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Effective October 1, 2007

Court Security Officers:	**/hour
Lead Court Security Officer:	**/hour
Sr. Lead Court Security Officer:	**/hour
Health and Welfare Allowance:	**/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Site: Amarillo, Lubbock, Abilene, San Angelo, TX

Current:

Court Security Officers:	\$16.92/hour
Lead Court Security Officer:	\$17.67/hour
Health and Welfare Allowance:	\$2.87/regular hour paid up to 40
Uniform Allowance:	\$0.11/regular hour worked up to 40

Effective October 1, 2006

Court Security Officers:	\$17.87/hour
Lead Court Security Officer:	\$19.07/hour
Health and Welfare Allowance:	\$3.30/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

Effective October 1, 2007

Court Security Officers:	**/hour
Lead Court Security Officer:	**/hour
Health and Welfare Allowance:	**/regular hour paid up to 40
Uniform Allowance:	\$0.16/regular hour worked up to 40

** (A) The parties agree that either party may reopen negotiations for amendments to Appendix A, Health & Welfare Allowance and Wages at any time after April 1, and before April 21, by giving written notice to the other party. The Company and the Association shall meet as often as needed in an attempt to agree on Health & Welfare and Wage increases. Any final agreement resulting from said negotiations before May 1 shall be incorporated into the terms of the CBA for the following contract year. If the parties fail to reach agreement after May 1, the existing dispute shall be submitted to Expedited Arbitration in accordance with the terms of the following section (B) below. All provisions of this Agreement shall remain in force during the terms of the negotiations and any resulting arbitration for the remainder of the terms of this Agreement.

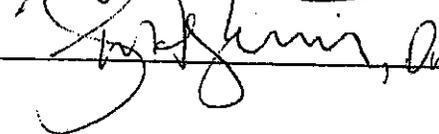
(B) Expedited Arbitration Process for Wage and Health & Welfare Reopen.

- 1) Either party shall give written notice to the other by May 16 of its intent to invoke Expedited Arbitration.
- 2) The parties shall submit, by May 21, to the Federal Mediation and Conciliation Service (FMCS) a joint Request for Arbitration Panel (Form R-43) indicating "Expedited Arbitration". The Office Arbitration Services (OAS) will then refer a panel of arbitrators.

- 3) The parties shall mutually agree upon an arbitrator by June 1. If the parties are unable to agree on an arbitrator by June 1, the parties consent to a direct appointment by the OAS of an arbitrator not on the original panel.
- 4) The parties and the arbitrator will schedule a hearing to be held no later than July 1. The hearing will be conducted within one (1) day.
- 5) The decision of the arbitrator will be final and binding, and will be incorporated into the Agreement within five (5) days of the decision.
- 6) In accordance with Article 5 of this agreement, any additional arbitrator's fees and expenses for Expedited Arbitration shall be shared equally between the Company and the Association.

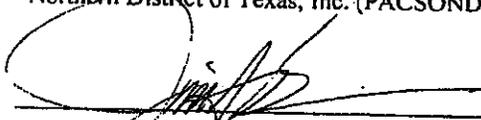
AKAL Security, Inc.

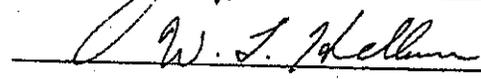


Labour Relations Mgr. Date: 7/21/06


President, H. R. Date: July 21/2006

Professional Association of Court Security Officers
Northern District of Texas, Inc. (PACSONDT)



Date: July 21, 2006


Date: 7-21-06