# Collective Bargaining Agreement

Between

Akal Security, Inc.

And

United States Court Security Officers

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## GENERAL PROVISIONS

### SECTION 1.1 Parties

This Agreement is made and entered into by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Company," and UNITED STATES COURT SECURITY OFFICERS UNION, hereinafter referred to as the "Union". This Agreement shall be binding upon the parties, their successors and assigns.

### SECTION 1.2 Bargaining Unit

This agreement is entered between Akal Security, Inc., and the United States Court Security Officers (hereinafter referred to as the Union). The Company recognizes the Union 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 Court Security Officers (CSOs), Lead Court Security Officers (LCSOs), Senior Lead Court Security Officers (SLCSO's), Special Security Officers (SSO's), Lead Special Security Officers (LSSO's), Senior Special Security Officers (SSSO's) employed by the Company at the locations described in the attached Appendices under various contracts between the Company and the United States Marshals Service, 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 1.3 Negotiating Committee

The company agrees to recognize a Negotiating Committee Composed of the President, and one (1) member from each District (usually the District Vice-President). Alternates may be selected by the Union President to represent the Employees in collective bargaining negotiations. The Union will provide the names of individuals to the Company prior to the negotiations.

### SECTION 1.4 Union Security

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

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

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

2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

   (a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option, shall twice a year submit to the Union proof that the charitable contributions have been made.

C. Before any termination of employment pursuant to this Section becomes effective, the Employee shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reason will be given in writing. Termination will not occur if there is an ongoing dispute between the effected Employee and the Union.

   1. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

   2. The Union agrees to save and hold the Employer harmless from any all claims, actions, suits, damages, or costs, including attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

Any abuse of Section 1.4 may result in mandatory payment of back fees, dues and costs may be levied and/or disciplinary action up to, and including, termination.

## SECTION 1.5 Steward System

The Company agrees to recognize a steward system.

The Union agrees that the union representatives and aggrieved employees will work at their regular jobs at all times except when they are relieved by management to attend to the grievance procedure as outlined in this Agreement.

At an Employee's request, the Company will call for a union representative prior to taking any disciplinary action. The supervisor, at the request of the Employee, will release the union representative as soon as possible. If no union representative is available, the employee may proceed without a representative or reschedule the discussion.

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

"Management," as used in this Agreement, refers to Site Supervisors, Contract Managers and Corporate representatives; Lead and Senior Lead Court Security Officers are not considered management.

## SECTION 1.6 Dues Check-off

The Union will furnish the forms to be used for authorization. The Employer agrees to deduct from the payrolls all initiation fees and periodic dues as required by the Union upon presentation by the Union or the employee of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions from the employee's pay period each month and remit same to Union. The Employer will furnish the Union with a duplicate copy of all signed authorizations, unless another procedure is adopted.

The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if requested by the union. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance.

The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an employee against the Company, and assumes full responsibility of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

## ARTICLE 2 SENIORITY

### SECTION 2.1 Seniority Defined

Union seniority shall be the length of continuous service from the Employee's initial date of hire as a full or share time CSO, LCSO, SLCSO, SSO, LSSO, SLSSO, including any member assigned to The Courts, US Probation Offices, and US Attorney's Offices for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the filling of vacancies, order of layoff and recall, shift bidding, vacation schedules, holidays, extra work, overtime and other matters as provided for in this Agreement.

For the purposes of vacation time calculations, seniority shall accrue from the date of hire as a CSO, LCSO, SLCSO, SSO, LSSO, and SLSSO with Akal Security.

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.

### SECTION 2.2 Seniority Lists

The Union, using service credit information, will provide a seniority list to the Company twice each year for each building or site. The Union will break ties in seniority by a fair and non-discriminatory method of its own devising.

### 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 telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records. The Company shall be entitled to use employee information available to the company in the normal course of business.

### SECTION 2.4 Transfer Out Of Unit

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than 180 days shall lose their Union seniority from the first day in a non-bargaining unit position. If they return to the bargaining unit more than 180 days later they shall regain their Union seniority date, excluding the time in the non-bargaining unit position upon completion of 365 days back in the bargaining unit one time only.

### SECTION 2.5 Probationary Employees

Probationary Employees will be considered probationary for a sixty (60) calendar day period after their hire date. The Union 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, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance

procedure contained in this Agreement.

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

### SECTION 2.6 Termination Of Seniority

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

A. the Employee quits or retires;
B. the Employee is discharged;
C. a settlement with the Employee has been made for total disability, or for any other
reason if the settlement waives further employment rights with the Employer;
D. the Employee is laid off for a continuous period of more than 3 years;
E. the U.S. Government revokes the Employee's credentials as a CSO;
F. the Employee is permanently transferred out of the bargaining unit under and subject to Section 2.4 above;
G. the Employee accepts a position outside of the bargaining unit and does not return to the bargaining unit for a period of 18 months.

NOTE: Full seniority will be reinstated should an employee who has been removed on a non-voluntary basis be re-credentialed by the USMS.

## ARTICLE 3 JOB OPPORTUNITIES

### SECTION 3.1 Filling Vacancies

If a vacancy occurs in a full time or share position covered by this Agreement or a new position is added and the company chooses to fill the position, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays) at all locations within the District. Any Employees who have notified the Site Supervisor in writing of their intent to apply for a Full-Time or Share-Time position and who are not scheduled to work during that five (5)day period and any Employees on vacation or on other approved leave will be notified by the Company. The Site Supervisor will notify the Union District Vice-President of such openings. The Union District Vice-President will then verify that all CSOs have been notified.

When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who will be trained (if required) to fill any necessary special qualifications for the new position. This provision does not apply to Lead Court Security Officer vacancies.

Once an employee has submitted a bid for a vacancy, that bid may not be withdrawn unless agreed upon by the Company and the Union.

## SECTION 3.2 Share-Time Position Employees

The company shall provide CSO coverage by using a combination of full-time positions and share-time positions. Full time positions are positions where the CSO is scheduled to fill that position for a 40-hour workweek, 52 weeks per year (less holidays). Share-time positions are also 40-hour workweek positions that are filled by two (2) CSO's for a combined total of 40 hours per week. The Company is required to use shared position CSO's to: (1) provide full staffing level coverage; (2) increase security levels as needed; and (3) avoid overtime. Shared position employees may be required to work any tour of duty required by the company. The Company has sole discretion in assigning these tours. The company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled or called to work may result in disciplinary action.

Shared position Employees will be required to sign the Akal Shared Officer Agreement.

In order to avoid being called in, a share-time employee must have leave available and must submit a leave request. If the share-time employee is needed on the requested day off, the Company will process the leave request. If the share-time employee is not needed on the requested day off, the Company will void the leave request. The employee may request a copy of the voided leave request form from the supervisor.

## SECTION 3.3 Layoff And Recall

In the event of layoff or recall, when full-time or shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

In the event of a layoff, or reduction in hours, the Employer will provide the Union with as much advance notice as possible and will meet with the Union to bargain impact and implementation of the staff reduction plan.

## SECTION 3.4 Temporary Assignments

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position or assign an Employee to a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement and its Appendices. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification and shall not exceed 90 days per employee, this may be extended with an agreement between the Company and the Union. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

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

### SECTION 3.5 Appointment And Removal Of Lead CSOs

The U.S. Government, in its contract with the Company, creates specific guidelines for the job duties of Lead CSOs. Based on these guidelines, all appointments will be made on the basis of suitability as evaluated by the Company. Suitability shall include an employee's qualifications, skills, past performance, and the legitimate needs of the operation. The Company shall fairly evaluate and select the most qualified candidates.

## ARTICLE 4 GOVERNMENT AUTHORITY

The Company and its employees are providing a service to the United States Government, which bears responsibility and authority for providing security to federal judicial facilities. Therefore, employees agree to comply with any verbal or written non-disciplinary directive issued by the government. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving USMS rights under the contract between the USMS and the Company. Government directives and any claimed violation of this Agreement which results from those directives, are not subject to the grievance or arbitration procedure. Verbal directives will be documented in accordance with company policy.

## ARTICLE 5 GOVERNMENT CREDENTIALS REQUIRED

Employment as a Court Security Officer or Lead Court Security Officer requires, as a condition of employment, that the employee maintain a current, valid driver's license issued by his or her state of residence. Employees must be qualified to receive a Special Deputation as a Court Security Officers by the United States Marshals Service. Employees who fail to qualify will be considered to have resigned voluntarily.

## ARTICLE 6 NON-DISCRIMINATION

There shall be no discrimination against any employees within the collective bargaining unit covered by this agreement (including, for the purpose of this anti-discrimination provision of the agreement, probationary employees) by reason of race, color, religion, sex, national origin, disability, age or any other characteristic protected by any Federal, State, City, County, municipal or other local statute, law, regulation, rule or ordinance, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act, Vietnam Era Veterans Status, the Age Discrimination in Employment Act of 1967 ( herein collectively referred to as statutory claims). There shall also be no retaliation against those employees covered by this article for pursuing their rights, statutory and contractual, under this Article.

The Union agrees, on behalf of itself and all the employees covered by this Agreement , that the sole and exclusive forum for the adjudication of all such claims under this Article, statutory and contractual, and the sole and exclusive remedy for violations of the rights set forth in this Agreement, statutory and contractual (including but not limited to those statutes referenced in Article 4), to the preclusion of all other remedies and forums, judicial administrative and otherwise, shall be the grievance and arbitration procedures detailed in Articles 9 & 10 of this Agreement, unless the claim asserted is a challenge to an action taken by the company pursuant to Article 4 of this Agreement.

## ARTICLE 7 MANAGEMENT'S RIGHTS

### SECTION 7.1 Enumerated Rights

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

a. Hire;
b. Assign work and schedule;
c. Promote, Demote;
d. Discharge, discipline, or suspend;
e. Determine the size and composition of the workforce, including the number of, if any, employees assigned to any particular shift and the number of full-time and share-time employees;
f. Make and enforce work rules not inconsistent with the provisions of this agreement;
g. Require Employees to observe reasonable Employer rules and regulations;
h. Determine whether an employee may take unpaid leave when all forms of paid leave have been exhausted;
i. Determine the qualifications of an Employee to perform work;
j. The right to determine, direct, and change the work operations and work force of the Company;
k. The right to ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed;
l. The right to determine the type and quantity of machines, equipment, and supplies to be used and the purchase, control, and use of all materials, equipment, and supplies that are purchased, used, or handled by the Company;
m. The right to sell, lease, shut down, or otherwise dispose of all or part of the Company's assets or business operations;
n. The right to introduce changes in the methods of operations, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate unit jobs;
o. The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company, provided the assignment is lawful and safe and that the employee is qualified to perform it;
p. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime.

### SECTION 7.2 Retained Rights

Any rights, power or authority the Company had prior to the signing of this Agreement are retained by the

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

## ARTICLE 8 DISCIPLINE

### SECTION 8.1 Just Cause

No employee, after completion of his or her probationary period, shall be disciplined or terminated without just cause. It is agreed by the parties that in instances when the employee is removed from working under the USMS Contract by the USMS, or when the employee's authority to work as a Court Security Officer under the USMS Contract is otherwise denied or terminated by the USMS, or the Employee no longer satisfies the USMS's qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the Company shall be held harmless from any lawsuits resulting by the employee and the Union.

### SECTION 8.2 Significant Offenses

Among the actions which may, as deemed appropriate by the Employer, result in and establish cause for discipline (up to and including dismissal) shall include, but shall not be limited to: abuse of authority; neglect of duties; breach of security; breach of the Company's chain of command policy, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the USMS and the Court; conduct which impugns, disparages or reflects negatively upon the USMS, the Court, the Company or any of their agents or employees to the Government or other third parties, except when such conduct is protected under specific law; offensive conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform; violation of the Deadly Force standards; dishonesty, misappropriation of funds or government or company resources, theft, assault, intoxication or drinking on duty, being under the influence of or illegal use or possession of drugs or narcotics; immoral or indecent conduct; fighting; threats; sleeping or being inattentive while on duty; destruction of property; failure to properly screen; criminal misconduct or violations of the Company's EEO or harassment policies.

### SECTION 8.3 Progressive Discipline

The Employer recognizes the principals of progressive discipline. Accordingly, the Employer will consider utilizing progressive steps (e.g., reprimands or warnings, followed by suspension, followed by termination), as it deems appropriate considering the circumstances. Therefore, nothing herein shall require the Employer to begin the disciplinary process at any particular level, and that the Employer's right to determine that immediate termination is appropriate in certain situations is therefore not limited by this provision.

Employees may request that the Company discount discipline resulting in a 3-day suspension or less after a period of one year has passed.

The Company issues a variety of warnings to employees, including "final warnings." Final warnings expire two (2) years after issuance, <u>except</u> those final warnings that include a statement that <u>any</u> violation <u>will</u>

result in the employee's termination. "Any-will" final warnings remain on file indefinitely.

## ARTICLE 9 GRIEVANCE

### SECTION 9.1 Intent

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of a material provision of this Agreement, except as limited by Articles 4, 5, 6, and 7.

### SECTION 9.2 General Provisions

The number of days outlined in Section 9.3 for the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. When used in this Article, the term "days" shall mean working days, not including Saturdays, Sundays, legal holidays, or days when the local worksite or corporate office of the Company are closed.

Should the Union or the aggrieved employee fail to comply with the time limits as set forth in this Article, the Union shall pay the full cost of the Arbitrator and the meeting room. Should the Company fail to comply with the time limits, the Union and the aggrieved employee may deem the Company's failure to respond as a denial of the grievance.

### SECTION 9.3 Grievance Procedure

All grievances shall be presented and processed in accordance with the following procedures. A grievance must specifically identify the provision(s) of the Agreement claimed to have been violated and the specific facts supporting the grievance. The grievance and any subsequent proceedings shall be limited to the identified violations and provisions.

1. Informal Step

The party representatives at the location where the grievance arose shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the aggrieved employee will first discuss the complaint with the immediate supervisor (not in the bargaining unit), within ten (10) working days of the incident or action being grieved, to start the informal procedure. If the informal procedure is not invoked within ten (10) 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 requests, a *Weingarten* representative will be called in unless unavailable in which case the employee may proceed without a representative or reschedule the discussion.

2. Local Step

If the matter is not resolved at the informal step, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing on an agreed form, specifying the specific Article(s) and paragraph(s) allegedly violated and the nature of the alleged violation. This form shall be signed by the aggrieved Employee and a separate Union representative, and shall be submitted to the Contract Manager or his designee with a copy to the Company's HR Director.

The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the Union representative. If the Contract Manager or designee denies the grievance or does not respond within ten (10) days, the aggrieved Employee must timely advance the grievance to the next step.

3. Corporate Step

If the grievance is not settled at the Local Step, the grievance may be appealed in writing to the Company's Vice-President of Human Resources or her designee not later than fifteen (15) days from the denial by the Contract Manager or designee or the expiration of the ten (10) day response period. The Vice-President of Human Resources or designee will have fifteen (15) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the Union representative. If the Contract Manager or designee denies the grievance or does not respond within fifteen (15) days, the aggrieved Employee must timely advance the grievance to the next step (arbitration).

### SECTION 9.4 Grievance for Discipline

Any grievance involving discharge or other discipline may be commenced at the Local Step of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within fifteen (15) days after the occurrence of the facts giving rise to the Grievance.

### SECTION 9.5 Class Action

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

### SECTION 9.6 Individual Grievances

No individual may move a grievance to arbitration.

### SECTION 9.7 Bilateral Right

Grievances may be raised by either the Union or the Company. The Company is required to address a grievance directly with the Union's designated representative one time before advancing an unresolved grievance to Arbitration under Article 8.

## ARTICLE 10 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 9.3 that remain unsettled may be processed to arbitration by the Union. The Union will give the Company's Vice-President of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance at the Corporate Step or expiration of the fifteen day (15) response period. Grievances which have been processed in accordance with the requirements of Section 9.3 which remain unsettled shall be processed in accordance with the following procedures and limitations. If there is a dispute over whether a grievance is arbitrable, such issue may be resolved by any court of competent

jurisdiction. Unless both parties agree, only one grievance may be heard in any arbitration proceeding.

### SECTION 10.1 Selection of an Arbitrator

Within fifteen (15) days providing written notice of its desire to proceed to arbitration, the Union will request that the AAA to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. The party to make the first strike will be the winner of a coin toss.

### SECTION 10.2 Decision of the Arbitrator

The arbitrator shall commence the hearing at the earliest possible date. Hearings shall be scheduled such that they will be completed in one continuous session, unless the hearing exceeds five (5) days, or unless mutually agreed by the parties. Company or union witnesses (except the grievant) not located within commuting distance of the hearing may testify by telephone.

The decision of the arbitrator will normally be rendered within thirty (30) days of the latter of the close of the hearing or submission of post-hearing briefs (unless extended by agreement of the parties) and 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. Any award of back pay may not commence more than ten (10) days prior to the date of the written grievance. The burden of proving back pay is with the grievant and is limited to the amount of wages the employee would have otherwise earned, less any unemployment compensation, interim earnings or other appropriate off-sets. In the case of a discharge, the grievant must demonstrate he or she exercised reasonable diligence to find other employment in order to recover back pay.

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. The arbitrator shall not have the power to order any remedial relief not contained in the agreement, including but not limited to "front" pay and reinstatement where the employee has been removed by the government or is no longer qualified. The arbitrator may not alter or change wage rates or benefits. The arbitrator's decision must include findings of fact and the legal basis for the decision.

### SECTION 10.3 Arbitration Expense

The arbitrator's fees and expenses, including any travel expenses and the cost of any hearing room, shall be borne by the non-prevailing party. In the event that the arbitrator rules partially in favor of the Union and partially in favor of the Company, these costs will be shared equally between the Company and the Union.

### SECTION 10.4 Parties' Expenses

Regardless of the arbitrator's decision, each party will bear its own legal fees and costs. Each party is responsible for all other expenses it incurs, including the compensation costs and travel expenses of any witnesses whose attendance said party requires at arbitration. Any payment to witnesses for work time

missed to testify is to be paid by the party calling such witness. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses. If both parties desire a transcript, the cost shall be split.

### SECTION 10.5 Resolution of Grievances

At any stage, the Company may settle any grievance by providing the relief requested in the grievance or the amount of relief available under the Agreement, whichever is less. Unless agreed by the parties, any settlement is on a non-admission, non-precedent setting basis.

## ARTICLE 11 COMPENSATION AND FRINGE BENEFITS

The Company agrees to provide employees with compensation and fringe benefits as required by the McNamara-O'Hara Service Contract Act and other applicable laws, including but not limited to the Family Medical Leave Act of 1995 and the Uniformed Services Employment and Reemployment Rights Act of 1994.

***Agreed compensation rates, fringe benefit entitlements and options, and associated policies and procedures are described in the attached appendices.***

### SECTION 11.1 Call In Pay

An employee who is called into work or who reports to works as scheduled without having been notified not to report to work shall be paid four (4) hours of call in pay at their regular rate of pay.

### SECTION 11.2 Share Time Proration

All proration of share time employee's hours will be based on hours paid.

### SECTION 11.3 Wages

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement.

Employees will be paid by direct deposit, except where precluded by applicable law.

### SECTION 11.4 Wage Schedule

*See attached Appendices.*

### SECTION 11.5 Night Shift Differential

*See attached Appendices.*

### SECTION 11.6 Lead CSO Rates

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

employees for hours spent working as a training officer or range officer. Employees temporarily assigned by management to lead duties will receive the lowest Lead rate of pay for that time in compliance with DOL and SCA requirements.

### SECTION 11.7 Undisputed Error

Neither the Company nor the Employee will be allowed to go back more than twenty-four (24) months to audit, adjust, or correct undisputed errors involving vacation pay, sick / personal leave pay, or salary issues unless required to do so by order of the Government. If an error is found, the employee shall be notified in writing prior to any deductions from his/her paycheck.

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.

### SECTION 11.8 Bereavement Leave

*See attached Appendices.*

### SECTION 11.9 Jury Duty

*See attached Appendices.*

## ARTICLE 12 HEALTH & WELFARE AND UNIFORM ALLOWANCES

### SECTION 12.1 H & W Payments

For the term of this agreement, the Company will provide a Health & Welfare benefit package, as described in the attached Memorandum of Agreement.

### SECTION 12.2 Other Benefits

The Employer may choose to offer additional fringe benefits to Court Security Officers employed by the Company.

### SECTION 12.3 Uniform Maintenance

The Employer will pay the Employee an allowance on all hours worked, up to 40 hours per week. This benefit is payable in cash to each individual employee. Uniform Maintenance payments may not be used to fund plan benefits except by mutual agreement of the Union and the Company. These terms apply to any successor to this CBA.

*See Appendices for Uniform Allowance rates..*

The Employer will provide all hot, cold, and inclement weather gear for each employee as is authorized in writing and funded by the USMS. The Company shall make its best effort to issue uniforms by December 31st.

## ARTICLE 13 VACATIONS

### SECTION 13.1 Eligible Full-Time Employees

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under the Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment as a CSO or SSO) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

*See attached Appendices.*

### SECTION 13.2 Eligible Shared Position Employees

Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in the attached appendix, based on their individual hourly rate, the number of hours paid in the previous year, and the Employee's anniversary date.

Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in part A above (per the Service Contract Act).

*See attached Appendices.*

### SECTION 13.3 Scheduling Vacations

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

*See attached Appendices.*

### SECTION 13.4 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 shall be paid in cash to the Employee.

*See attached Appendices.*

### SECTION 13.5 Pay In Lieu Of Vacation Leave

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

### SECTION 13.6 Terminating Employees

Upon termination of employment, Employees will be paid at their individual hourly rate 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, but not entitled to the additional month of vacation accrued in the new anniversary period).

### SECTION 13.7 Vacation - Laid Off Employees

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

### SECTION 13.8 Vacation Increments

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation may be taken in no less than four (4) hour increments.

## ARTICLE 14 HOLIDAYS

### SECTION 14.1 Holidays Defined

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

*See attached Appendices*

### SECTION 14.2 Miscellaneous Holiday Provisions

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

B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in Section 13.2a above.

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

D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate, exclusive of any shift premium for that holiday.

E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day the U.S. Government designates as the Holiday. Those employees scheduled off on the U.S. Government designated Holiday, who work the actual Holiday, shall receive Holiday Pay as per Section 13.2B and 13.2E

## ARTICLE 15 HOURS OF WORK AND OVERTIME

### SECTION 15.1 Workday and Workweek

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods,

shall constitute a normal full-time workweek for full-time Employees. Shifts shall be designated at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

### SECTION 15.2 Overtime

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

### SECTION 15.3 Overtime Requirement

If directed to work overtime or extra hours, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

### SECTION 15.4 Overtime and Extra Work Distribution

Overtime will be distributed as equitably and fairly as practicable among Employees. The parties recognize that lack of notice or needs of the business may in certain cases, preclude, as a practical matter, the even distribution of all overtime assignments. The Company will not have liability for failing to do so as long it makes a reasonable effort to distribute overtime evenly among employees. Any employee who believes he has been deprived of equitable distribution of overtime in violation of this section, must first bring it to the attention of Company management and afford the Company the opportunity to give him an overtime assignment, in which case, there is no violation of this section.

Extra work is defined as work paid for by an agency or entity other than the US Marshals Service.

### SECTION 15.5 Rest Periods and Meal Periods

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. 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 exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay or dismissed earlier, at the Company's option. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

### SECTION 15.6 Gear-up/Gear-down and Timekeeping

Employees will comply with the Company's Gear-up/Gear-down and Timekeeping policies, which are incorporated herein.

### SECTION 15.7 Courthouse Closure

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close a Courthouse or Government Building where its employees

are assigned. In the event that a closing occurs, employees will be excused and may use personal leave, vacation days, leave-without-pay, or floating holiday.

## ARTICLE 16 UNPAID LEAVES OF ABSENCE

### SECTION 16.1 Limitations

Personal leaves of absence may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. 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 which does not exceed 30 days. Unpaid leaves of absence may be taken only with written approval of the Employer, and will not exceed 30 days unless required by law. The Company may extend upon written request.

### SECTION 16.2 Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.

The Company agrees to make a reasonable effort to accommodate an Employee's need for extended medical leave, even if the site does not qualify for FMLA under the provisions of the law. Such leaves will not exceed 30 days, unless required by law.

During medical leave, the Employee shall be required to furnish a 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. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.

If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with the Employer.

Employees must use all paid personal leave while on approved FMLA leave.

### SECTION 16.3 Military Leave

An Employee of the Company who is activated, drafted, or voluntarily enters service 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 16.4 Union Leave

The Union District VP's and Executive Board will be granted an unpaid leave of absence for up to a maximum of ten (10) days per contract year upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. The Company shall respond, in writing, within five (5) days to the Employee's written request. More time will be granted upon mutual agreement between the Company and the Union.

### SECTION 16.5 Personal Leave

See attached Appendices.

### SECTION 16.6 Processing Unpaid Leaves of Absence

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

All requests for unpaid leaves of absence shall be submitted in writing to the Contract Manager or designee at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:

1. The reasons for such leave;

2. The effective dates of such leave;

3. The estimated date of return to work.

The Company will respond to the request, in writing, within five (5) working days.

4. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.

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

## ARTICLE 17 MISCELLANEOUS PROVISIONS

### SECTION 17.1 Bulletin Boards

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

or other postings may not disparage the client or the Company and its management nor contain obscene or inappropriate language.

### SECTION 17.2 Physical Examinations

The Employer shall pay for any physical/medical examinations and additional testing that is required by the Employer and/or the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam and pre-approve any expenses.

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

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

### SECTION 17.3 Travel Expenses

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

A. All CSO's will be compensated at the normal GSA rate for all travel in excess of their normal daily travel distance.
B. CSO's traveling to and from the range will be reimbursed, if required by State law.

### SECTION 17.4 Break Rooms

The Employer will make a reasonable effort to obtain from the U.S. Government break rooms for CSOs for breaks and lunch, without management using the room as an office, and will make a reasonable effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

### SECTION 17.5 Lockers

The Employer will make a reasonable effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make a reasonable effort to support any Union request for separate Locker/Changing facilities. The providing of these facilities is the prerogative of the U.S. Government.

### SECTION 17.6 Union Business Prohibited On Duty

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity or business other than the handling of grievances as described in this Agreement. No employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted.

### SECTION 17.7 Safety Policy

It is the policy of the Company to make all reasonable efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings, with the concurrence of the USMS.

### SECTION 17.8 OSHA Standards

The Employee's should report any perceived or actual work place safety issues to the Company in any U.S. Government provided CSO workstations and break rooms which poses a threat to the safety and health of employees and involves a condition under the control of the client.

## ARTICLE 18 401K

The Company shall provide a 401(k) plan to which Court Security Officers are eligible to contribute, whether Union or Non-Union.

## ARTICLE 19 CONTINUITY OF OPERATIONS

### SECTION 19.1 No Strikes

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, picket lines, hand-billing related to any employment dispute or directed at the client, slowdowns, or secondary boycotts during the term of this Agreement.

Upon notice of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action and use all reasonable efforts to avert or bring such activity to prompt termination, including but not limited to directing the employee(s) involved to cease such activities.

Conduct in violation of this article is prohibited and is cause for immediate discharge.

### SECTION 19.2 No Lockouts

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

## 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, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the Government decree or 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 20 ENTIRE AGREEMENT

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

## ARTICLE 21 TERMINATION OF AGREEMENT

Should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

## ARTICLE 22 DURATION OF AGREEMENT

This Agreement shall be effective from October 1, 2010 through September 30, 2013 and supersedes any and all prior agreements or understandings between the parties.

AGREED:

UNITED STATES COURT SECURITY OFFICERS

By: SR Langford

Its: PRESIDENT

Date: 9/17/10

AKAL SECURITY, INC.

By: [illegible]

Its: Director, Labor Relations

Date: 9/17/10

**APPENDIX LIST FOR USCSO**

| | |
|---|---|
| A | Southern District NY New York City |
| B | Southern District NY Poughkeepsie |
| C | Southern District NY US Attorney's Office |
| D | Eastern District NY |
| E | Northern District NY |
| F | Western District NY Rochester |
| G | Western District NY Buffalo |
| H | Northern District GA |
| I | Southern District GA |
| J | Middle District TN |
| K | Western District TN |
| L | RESERVED |
| M | Eastern District MN Duluth |
| N | RESERVED |
| O | RESERVED |
| P | Western District WI |
| Q | RESERVED |
| R | Eastern District MI |
| S | Western District MI |
| T | District of Maryland Baltimore |
| U | Southern District of CA |
| V | RESERVED |
| W | Eastern District NC |
| X | Middle District NC |
| Y | District of South Carolina |
| Z | Eastern District of VA |
| AA | Western District of NC |
| BB | District of NV Las Vegas |
| CC | Western District OK |
| DD | Western District WA Seattle |
| EE | Western District VA |
| FF | District of MD Greenbelt |

# MEMORANDUM OF AGREEMENT

## BETWEEN

## AKAL SECURITY, INC.

## AND

## UNITED STATES COURT SECURITY OFFICERS

## REGARDING HEALTH & WELFARE ALLOWANCES

For the term of this agreement, Akal Security Inc. (the Company) and USCSO's (the Union) agree that the Company will make a contribution of all H&W monies to the Health and Welfare Benefit Program on behalf of each employee covered by this agreement beginning October 1, 2011. The H&W benefit will be paid in cash to each employee between October 1, 2010 and September 30, 2011.

The collective plan shall be referred to the HWBP for the purposes of this agreement.

H&W contributions shall be set by the CBA between the parties and will be paid on all hours paid up to a maximum of 2080 hours per year.

All H&W amounts earned by each employee will be placed in an HWBP account under their name and shall be immediately 100% vested in the employee. The Union agrees that the Company may use all needed employee information available to the company in the normal course of business to set up these accounts. All employees will be enrolled into the program. There is no waiver option.

Any Employee who does not allocate or direct the funds in the plan will have the funds placed into the default 401K fund as deemed by the Plan Trustee.

If, during the life of this agreement, the company negotiates with any labor organization representing CSOs the option of a of receiving the H&W funds in payable in whole or in part in cash, the union reserves the right to re-negotiate this Memorandum of Agreement mid-term, with any changes to take effect no sooner than the succeeding October 1st.

The Plan will comply will all applicable laws. The Plan will offer various benefits as outlined below which shall be selected by each individual participant as they see fit; all participants are encouraged to actively monitor and revise their benefit selections as they individually deem appropriate and will be afforded the opportunity to do so. The Plan shall contain, at a minimum, the following features, available for selection by all employees, which will be developed in consultation with the union:

1. 401K plan with at least 10 different investment selections
2. Voluntary and/or Supplemental medical, dental and vision plans
3. Long term and Short term disability-available subject to participation
4. Health Reimbursement Account
5. Parking and Commuter Reimbursement Account
6. All benefit plans covered through this plan will be administered through Specialized Contract Administrators and will continue as such through term of CBA.
7. The plan shall permit employees the opportunity to make two (2) withdrawals during any single plan year for a fee of $20.00. Employees under the age of 59 ½ may be subject to IRS rules regarding hardship withdrawals.

The Company will:

1. Ensure all employees are automatically enrolled in the plan within 2 pay periods from date of hire.
2. Ensure all H&W earned by the employee is sent to the plan administrator within 14 days of the end of the pay period for which the money is earned.
3. Ensure each employee receives the information to facilitate the allocation of their funds as they choose once a year during annual open enrollment.
4. Consult with the Union to develop the plan and plan documents, including the selection of the benefits to be included in the plan offering and prior to making any voluntary plan changes after the plan is established.
5. Have the final say in all benefits included in the plan.
6. Bear 50% of the costs of administration of the plan with the remainder paid from plan assets.

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

1. The Company may use all needed employee information available to the company in the normal course of business to set up these accounts.
2. No Employee covered by this agreement may refuse to participate in the plan. Refusal to sign any documents will not prevent an employee's funds from being placed in the plan.
3. If an employee fails to make an election, the employee shall be deemed to have selected participation in the 401(k) Plan.
4. The Union agrees that the plan will continue for the term of the CBA and all future CBA's unless specifically negotiated.

**AGREED:**

**UNITED STATES COURT SECURITY OFFICERS**

By: SRLangdon

Its: PRESIDENT

Date: 9/17/10

**AKAL SECURITY, INC.**

By: [illegible]

Its: Director Labor Relations

Date: 9/17/10

# Appendix W

## USCSOs-Eastern District of North Carolina

**Raleigh, Fayetteville, Wilmington, Greenville, New Bern, Elizabeth City and Wilson**

### WAGES

The employer agrees to pay employees covered by this agreement at the following rates per hour:

Current:

| | Fayetteville Wilmington | Greenville New Bern | Wilson | Raleigh | Elizabeth City |
|---|---|---|---|---|---|
| CSO | $17.18 / hour | $17.29 / hour | $17.86 / hour | $21.18 / hour | $17.86 / hour |
| LCSO | $18.93 / hour | $19.04 / hour | $19.61 / hour | $22.93 / hour | $19.61 / hour |
| Effective 10/1/10 | | | | | |
| CSO | $18.43/ hour* | $18.54 / hour* | $19.11 / hour* | $22.43 /hour* | $21.30/ hour* |
| LCSO | $20.27/ hour* | $20.39 / hour* | $21.00 / hour* | $24.43 / hour* | $23.38/ hour* |
| Effective 10/1/11 | | | | | |
| CSO | $19.68/ hour* | $19.79 / hour* | $20.36/ hour* | $23.68 / hour* | $22.55 / hour* |
| LCSO | $21.65/ hour* | $21.77 / hour* | $22.38/ hour* | $25.93 / hour* | $23.71 / hour* |
| Effective 10/1/12 | | | | | |
| CSO | $20.93/ hour* | $21.04 / hour* | $21.61/ hour* | $24.93/ hour* | $23.80/ hour* |
| LCSO | $22.68/ hour* | $22.79 / hour* | $23.77/ hour* | $27.42/ hour* | $24.87/ hour* |

* A shift differential of five percent (5%) of the employee's regular hourly rate shall be paid for all hours worked between 6:00 PM and 6:00 AM

**Firearms and Training Instructor**

Firearms and Training instructors shall be paid at the LCSO rate of pay for all hours engaged in that activity.

## Pension

Current and Continuing to 9/30/11:

The Pension benefit listed in this appendix is payable in cash to each individual employee. Pension contributions may not be used to fund plan benefits except by mutual agreement of the Union and the Company. These terms apply to any successor to this CBA. Employees shall be subject to the eligibility requirements and rules of the Plan.

$0.48 / regular hours worked, up to 40 hours.

Effective 10/1/11:

The Pension benefit listed in this appendix will be deposited into each individual employee's 401k account or eligible SCA fringe benefit account. Employees will no longer receive Pension contributions in cash. Employees shall be subject to the eligibility requirements and rules of the Plan."

$0.48 / regular hours worked, up to 40 hours.

## Health and Welfare

The Employer agrees to pay employees covered by this agreement the following Health and Welfare per hour:

Current

All employees $3.60 / regular hour paid up to 40 hours per week.

Effective 10/1/2010

All employees $3.60 / regular hour paid up to 40 hours per week.

Effective 10/1/2011

All employees $3.60 / regular hour paid up to 40 hours per week.

Effective 10/1/2012

All employees $3.70 / regular hour paid up to 40 hours per week.

## Uniform Allowance

Current and Continuing

All Employees: $0.19 / regular hour worked up to 40 hours per week

## Vacation

The Employer agrees to pay employees covered by this agreement at the following Vacation allowances per year:

Current and Continuing:

| | |
|---|---|
| Upon completion of 1 year of service | 80 hours |
| Upon completion of 5 years of service | 160 hours |
| Upon completion of 15 years of service | 200 hours |

## Holidays

See Article 14 for Holiday Provisions.

Current

| | |
|---|---|
| New Year's Day | Independence Day |
| Veteran's Day | Columbus Day |
| Christmas Day | Labor Day |
| Thanksgiving Day | Martin Luther King Birthday |
| Memorial Day | President's Day |
| Employee's birthday** | Good Friday** |

***Floating Holiday- may be used anytime during the Anniversary Year*
*Any day designated by the President of the United States as a permanent National Holiday.*

## Bereavement Leave

Current and Continuing

A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to three (3) days paid leave of absence per occurrence at his or her straight rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the Employee shall be entitled to five (5) days paid leave per occurrence at the Employee's straight rate of pay.

B. Immediate family is defined to mean an Employee's spouse, father, mother, step-mother, step-father, brother, sister, children (including legally adopted children and/or step-

children), father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

C. The Employer may require proof of the death for which an Employee requests a paid leave.

## Jury Duty

Current and Continuing

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. The Employee will be compensated for up to five (5) days pay, minus any pay collected for serving, at the Employee's regular rate of pay. This will be prorated for all shared position Employees.

## Personal / Sick Leave

| Start Date* | Rate of Personal/Sick Leave Eligible to Use | |
|---|---|---|
| | Full-Time | Shared-Position |
| October 1 – 31 | 72 hours | 36 hours |
| November 1 – 30 | 66 hours | 33 hours |
| December 1 – 31 | 60 hours | 30 hours |
| January 1 – 31 | 54 hours | 27 hours |
| February 1 – 29 | 48 hours | 24 hours |
| March 1 – 31 | 42 hours | 21 hours |
| April 1 – 30 | 36 hours | 18 hours |
| May 1 – 31 | 30 hours | 15 hours |
| June 1 – 30 | 24 hours | 12 hours |
| July 1 – 31 | 18 hours | 9 hours |
| August 1 – 31 | 12 hours | 6 hours |
| September 1 – 30 | 6 hours | 3 hours |

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

A. Each full-time Employee shall be eligible to use a maximum of nine (9) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.

B. Personal leave may be taken in not less than four hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor. Eight hours may be taken in 2 hour increments per year.

C. 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 was paid

more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.

D. Unused personal days shall not be cumulative from year-to-year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.

E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

## *Shift Bidding*

*Once each year, by October 30th, full time and share time Employees at each location at the request of the Union, may bid their shift schedules among designated full-time shift assignments or share-time assignments in order of seniority. Shift bidding may not lead to any change in status from full-time to shared-time position or vice-versa. Due to security concerns at the direction of the USMS, selected posts will be excluded from the shift bidding process. The company and the union will monitor this policy.*

## Overtime / Extra Work Distribution

Overtime will be distributed as equitably and fairly as practicable among employees and will be offered by seniority within the work site on a rotating basis provided the Overtime is authorized by the USMS or is otherwise unavoidable.

Extra work will be offered by seniority within the work site on a rotating basis. If the most senior employee refuses the overtime / extra work assignment, the assignment will be offered to the next senior employee. The process will continue until the assignment is filled. Once the overtime/extra work assignment has been filled, the next overtime/extra work assignment will start at the next senior employee from the employee that accepted the previous overtime/ extra work assignment. If no employee voluntarily accepts the overtime/extra work assignment, the last senior employee must accept the assignment. In emergency situations, overtime/extra work will be distributed at the Company's discretion

## Scheduling Vacations

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

Vacation bidding for Full-time and Share employees may take place starting November 1st of each year for the following January calendar year. Vacation will be granted based on Seniority and after the results of the bidding process. Vacation picks will be in one (1) week intervals for vacations of seven days or less with the bidding process to take place as many times as needed. Vacation picks of two (2) weeks will be allowed only if the vacation requested is two consecutive weeks in length. Vacations of more than two weeks will be approved with advance notice to the company. After the completion of the bidding process, all other vacations shall be on a first come, first serve basis.

Employees who cash out vacation time are not entitled to participate in the vacation bidding process, nor take vacation during the year unless approved under the guidelines for LWOP as outlined in Article 16.

Article 13.4 Vacation cash-out standard: Employee's Anniversary date.

**AGREED:**

United States Court Security Officers

By: _____ Date: SEP 20 2010

Printed Name/Title For: Stephen R. Langford President, USCSO

Akal Security Inc.

By: _____ Date: 9/20/10

Printed Name/Title Director Labor Relations

## MEMORANDUM OF AGREEMENT

The following Memorandum of Agreement (MOA) is between Akal Security, Inc. and United States Court Security Officers (USCSO) Union and its members. This agreement becomes effective upon signature by both parties and remains in effect during the existence of any and all CBAs between Akal and USCSO.

This agreement establishes the rules of utilization that will apply whenever a USCSO member has a floating holiday(s) in their CBA:

Floating holidays are defined dates and will be paid on the date that is defined (Day after Thanksgiving and/or Employee's Birthday). Unless the CSO gives written notice on a leave request form to their appropriate supervisor at least ten (10) days prior to the defined date that they do not want to take the holiday on that date. The CSO may elect not to identify an alternate date at that time but must follow local leave request requirements whenever actually requesting the floating holiday off.

A Share Time who works (8) hours on a Floating Holiday shall be paid (8) hours holiday pay unless he designates in writing at least ten (10) days prior that he wants to take the floating holiday on another date. A share time who uses the floating holiday on any date other that the actual floating holiday date would be compensated as per the provisions of Section 14.2 c of the Collective Bargaining Agreement.

Under no circumstances will a CSO be paid for any holiday twice and if a floating holiday is not used it will be cashed out on the same schedule as a vacation day.

AGREED:

| USCSO UNION | AKAL SECURITY, INC. |
|---|---|
| SRLangford | |
| By: STEPHEN R. LANGFORD | By: JAMES Gunn |
| Its: PRESIDENT | Its: V.P. Human Resource |
| Date: 8/25/11 | Date: 8/25/2011 |

**AMENDMENT TO**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**AKAL SECURITY, INC.**

**AND UNITED STATES COURT SECURITY OFFICERS**

On September 17, 2010, The Company and the Union signed a document entitled "Memorandum of Agreement Regarding Health & Welfare Allowances" concerning the following bargaining units:

| CBA Appendix | Bargaining Unit Location |
|---|---|
| A | Southern District NY New York City |
| B | Southern District NY Poughkeepsie |
| C | Southern District NY US Attorney's Office |
| D | Eastern District NY |
| E | Northern District NY |
| F | Western District NY Rochester |
| G | Western District NY Buffalo |
| H | Northern District GA |
| I | Southern District GA |
| J | Middle District TN |
| K | Western District TN |
| M | Eastern District MN Duluth |
| P | Western District WI |
| R | Eastern District MI |
| S | Western District MI |
| T | District of Maryland Baltimore |
| U | Southern District of CA |
| W | Eastern District NC |
| X | Middle District NC |
| Y | District of South Carolina |
| Z | Eastern District of VA |
| AA | Western District of NC |
| BB | District of NV Las Vegas |
| CC | Western District OK |
| DD | Western District WA Seattle |
| EE | Western District VA |
| FF | District of MD Greenbelt |

The Memorandum is hereby amended as follows:

- Item number 6 on page 2 of the the Memorandum is DELETED.
- It is agreed that the HWBP hourly administrative fee of $0.05 will be paid from H&W dollars.
- It is agreed that the Health and Welfare Allowance rates negotiated with the aforementioned locals in 2010 and documented in their individual lettered appendices are hereby revised to the rates shown in the "H&W Rate Table" below.
- It is agreed that, should the HWBP hourly administrative fee of $0.05 increase during the life of the agreement, the Company and the Union will re-open negotiations of the Health and Welfare Allowance rate.

**H&W Rate Table**

| Circuit | Bargaining Unit Location | Current | 10/1/2011 | 10/1/2012 |
|---|---|---|---|---|
| 2 | Southern District NY New York City | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Southern District NY Poughkeepsie | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Southern District NY US Attorney's Office | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Eastern District NY | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Northern District NY | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Western District NY Rochester | $ 3.70 | $ 3.75 | $ 3.80 |
| 2 | Western District NY Buffalo | $ 3.70 | $ 3.75 | $ 3.80 |
| 11 | Northern District GA | $ 3.60 | $ 3.65 | $ 3.80 |
| 11 | Southern District GA | $ 3.55 | $ 3.65 | $ 3.80 |
| 6 | Middle District TN | $ 3.60 | $ 3.65 | $ 3.80 |
| 6 | Western District TN | $ 3.60 | $ 3.65 | $ 3.80 |
| 8 | Eastern District MN Duluth | $ 3.70 | $ 3.75 | $ 3.80 |
| 7 | Western District WI | $ 3.60 | $ 3.65 | $ 3.80 |
| 6 | Eastern District MI | $ 3.70 | $ 3.75 | $ 3.80 |
| 6 | Western District MI | $ 3.70 | $ 3.75 | $ 3.80 |
| 4 | District of Maryland Baltimore | $ 3.60 | $ 3.65 | $ 3.80 |
| 9 | Southern District of CA | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | Eastern District NC | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | Middle District NC | $ 3.70 | $ 3.75 | $ 3.80 |
| 4 | District of South Carolina | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | Eastern District of VA - Richmond | $ 3.70 | $ 3.75 | $ 3.80 |

| Circuit | Bargaining Unit Location | Current | 10/1/2011 | 10/1/2012 |
|---|---|---|---|---|
| 4 | Eastern District of VA - Alexandria, Norfolk, Newport News | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | Western District of NC | $ 3.60 | $ 3.65 | $ 3.80 |
| 9 | District of NV Las Vegas | $ 3.60 | $ 3.65 | $ 3.80 |
| 10 | Western District OK | $ 3.70 | $ 3.75 | $ 3.80 |
| 9 | Western District WA Seattle | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | Western District VA | $ 3.60 | $ 3.65 | $ 3.80 |
| 4 | District of MD Greenbelt | $ 3.60 | $ 3.65 | $ 3.80 |

**AGREED:**

**UNITED STATES COURT SECURITY OFFICERS**

SRLangford

By: STEPHEN R. LANGFORD

Its: PRESIDENT

Date: 8/28/11

**AKAL SECURITY, INC.**

By: Sean J. Engelin

Its: Director, Labor Relations

Date: August 28, 2011