

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

SIoux CITY COURT SECURITY OFFICERS ASSOCIATION

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and the Sioux City Court Security Officers Association, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This agreement is entered between Akal Security, Inc., and Sioux City Court Security Officers Association (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 position Court Security Officers (CSOs) and Lead Court Security Officers (LCSOs) employed by the Company in the 8th Circuit, in the city of Sioux City, IA, excluding all other employees including office-clerical-employees and professional employees as defined in the National Labor Relations Act.

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

SECTION 1.2 NEGOTIATING COMMITTEE

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

SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible. The Company will not be responsible for paying the steward for the time spent in this regard.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

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

SECTION 1.5 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 the Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
- a. Become a member of the Union and remain a member.
 - b. 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.
 - c. 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. The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any Employee not adhering to his or her obligations hereunder. Moreover, this article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligations of any Employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the Employee's obligations under this Article, the Union shall be entitled to recoup from the Employee all of its court costs and reasonable attorney's fees directly associated with the successful judicial enforcement of the Employee's obligation as allowed by law.
- D. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

- E. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any 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.

SECTION 1.6 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within 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 dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

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

SECTION 1.8 ANTI-DISCRIMINATION

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

the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within Local #142 as a CSO or LCSO 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 order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules, transfers, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company will provide the employee entry on duty dates to the local Union President, so that the Union may create the Seniority Lists. The Lists shall be furnished by the local Union President to the proper Company officer to post. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Union no later than thirty (30) calendar days after the list has been posted. The final decision will be made by the local Union President.

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.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose their Union seniority. If they return to the bargaining unit at a later date their seniority will start on that return date.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a ninety (90) 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 if the Company encounters a delay in the USMS performing background checks and granting written authorization on newly hired Employees.

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 one hundred eighty (180) calendar days;
- E. the U.S. Government revokes the Employee's credentials as a CSO;
- F. the Employee is required by the USMS to be removed from working under the Employer's contract with the Government pending the revocation of credentials;
- G. the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees who are not scheduled to work during that three (3) day period at the site where an opening occurs will be notified by the Union.

The LCSO, Contract Manager or designee will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSO's 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, and who has been trained (if required) to fill any necessary special qualifications for the new position. The filling of vacancies shall not lead to shift bidding. It is intended to fill vacancies only.

SECTION 3.2 SHARED POSITION EMPLOYEES

The Company is obligated under its contract with the USMS to provide shared positions in order to provide full staffing level coverage, increase security levels as needed to avoid unnecessary overtime. The shared position employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled may result in disciplinary action.

The Company shall provide CSO coverage by using a combination of full-time positions and shared positions. Full-time positions are positions where the CSO is scheduled to fill that position for a 40-hour work week, 52 weeks per year (less holidays). Shared positions are also 40-hour work week positions that are filled by two (2) CSOs for a combined total of 40 hours per week. The Company is required to use shared position CSOs to: (1) provide full staffing level coverage; (2) increase security levels as needed; and (3) avoid unnecessary overtime.

All shared position Employees will be required to sign the "Shared Employee Agreement."

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.

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 until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of 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. To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the following:

- A. base hourly wage available to Employees regularly assigned to the site to which the Employee is being transferred, or

B. their regular hourly wage they receive at their regular site under this agreement.

Due to the changing work environment, all Employees are subject to assignment anywhere within the district on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

SECTION 3.5 APPOINTMENT OF LEAD CSOs

The U.S. Government, in its contract with the Company, creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail. Lead CSOs will not perform supervisory duties as described by the National Labor Relations Act.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

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

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Make and enforce work rules not inconsistent with the provisions of this agreement;
6. Require Employees to observe reasonable Employer rules and regulations;
7. Determine when overtime shall be worked;
8. Determine the qualifications of an Employee to perform work.
9. Determine the performance standards, type of services to be rendered, and the manner in which such services are to be performed.

SECTION 4.2

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-04-D-0003 or its successor between the US Marshals Service, US Attorney's Office, members of the Judiciary and Akal Security, Inc. Any temporary or permanent removal of an employee, by determination of the Government as described in Section H-3 and not disqualified under the same section (i.e. Medical Disqualifications) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under express directives of the USMS, outside the control of the Company.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

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 Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), a Lead CSO will be used as a point of contact between the immediate supervisor and the employee (the Lead CSO cannot make the final decision), within five (5) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step Two.
- B. **Step Two** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee. The Contract Manager or designee shall have ten (10) days from the date the grievance was received by the Contract Manager or designee to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. **Step Three** - If the grievance is not settled in Step Two, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

SECTION 5.4 ARBITRATION PROCEDURE

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

- A. **Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Union President (or designee) to meet telephonically to make a final effort to settle the grievance before arbitration.
- B. **Selection of an Arbitrator** - If the grievance is not settled at the pre-arbitration step, then within five (5) days after an unsuccessful pre-arbitration hearing, the Union may submit a request for arbitration. Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to 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 Union will request the American Arbitration Association (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.
- C. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- D. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

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

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

- A. After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-04-D-0003, or its successor, between the US Marshals Service, US Attorney's Office, members of the Judiciary and other and Akal Security, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3 and not disqualified under the same section (i.e. Medical Disqualifications) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.
- B. The Company's contract with the U.S. Government sets out performance standards for the CSOs in Section C of the Contract between the Company and the USMS, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action up to and including termination. These performance standards, the USMS Deadly Force Standards and the US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.
- C. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 6.1 (a) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in dismissal. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3 of Contract _____ or its successor as referenced in Sections 5.1 and 6.1(a).

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 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 scheduled 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 7.2 OVERTIME

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

SECTION 7.3 OVERTIME REQUIREMENT

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

SECTION 7.4 OVERTIME DISTRIBUTION

Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the USMS. Seniority shall be used in the assignment of overtime (on a rotating schedule), except when the Employer is specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.

Exclusion: Managers cannot be assigned to cover CSO overtime positions or posts, except in emergency situations, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment.

SECTION 7.5 REST 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 his or her 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 for working through their lunch break. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

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.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 SHIFT BIDDING

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

SECTION 8.2 WAGE SCHEDULE

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

SECTION 8.3 PAYDAY

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.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention.

SECTION 8.5 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.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

New Years Day ✓	Independence Day ✓
Veterans Day ✓	Columbus Day ✓
Christmas Day ✓	Labor Day ✓
Thanksgiving Day ✓	Martin Luther King Birthday ✓
Memorial Day ✓	Presidents Day ✓

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. The Employee will not be paid holiday pay if the Employee is laid off, or on an unpaid leave of absence on the working day before and after the day that the holiday occurs.
- B. 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.
- C. 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 (B) above.
- 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 prorated holiday pay based on the number of actual hours the Employee worked the two (2) week pay period in which the holiday occurs.
- E. 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 worked during the two (2) week pay period in which the holiday occurs. Proration is based on available full-time hours worked during the pay period.
- F. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

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

Upon completion of one (1) year of service:	80 hours
Upon completion of six (6) years of service:	120 hours
Upon completion of twelve (12) years of service:	160 hours
Upon completion of eighteen (18) years of service:	200 hours

Beginning October 1, 2004:

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of eighteen (18) years of service:	200 hours

Beginning October 1, 2005:

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on their individual hourly rate, the number of hours worked in the previous year, and the Employee's anniversary date.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in part A above (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

- A. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their LCSO or other designated Supervisor, in writing, prior to April 1st of each year of their first and second choice for desired vacation periods, if any. If

vacation time is required to be used differently than as requested prior to April 1st, the Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

SECTION 10.4 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 (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

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

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, an Employee 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 10.7 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. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.8 VACATION INCREMENTS

Vacation days may be used in one (1) day increments, if so desired by the Employee and approved by the Employer.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies 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. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. 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 thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. The 12-week period may be extended at the discretion of the Employer. During medical leave, the Employee shall be required to furnish a report from the doctor periodically upon request from the Employer. The Employee will be required to use accrued vacation or personal leave time during the medical leave. 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.
- D. 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 Employer.

SECTION 11.3 MILITARY LEAVE

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

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

SECTION 11.4 UNION LEAVE

A Union President and one delegate will be granted an unpaid leave of absence 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 maximum number of days given for union leave is not to exceed a total of two (2) days per contract year, and the maximum number of union officers or delegates to be granted leave of absence is not to exceed two (2) employees per local union. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL/SICK LEAVE

Each full-time Employee shall be eligible to use a maximum of four (4) days of personal leave per twelve month Government contract year worked. Beginning October 1, 2004, each full-time Employee shall be eligible to use a maximum of six (6) days of personal leave per twelve month Government contract year. Eligible full-time Employees shall be entitled to personal leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment). Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following schedule (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table				
START DATE	RATE OF PERSONAL LEAVE ELIGIBLE TO USE			
(Date Employee begins working on the contract, based on an October 1 contract start date.)	FULL-TIME		SHARED POSITION	
	CURRENT	10/1/04	CURRENT	10/1/04
October 1-31	32 hours	48 hours	16 hours	24 hours
November 1-30	29 hours	44 hours	14.5 hours	22 hours
December 1-31	26 hours	40 hours	13 hours	20 hours
January 1-31	22 hours	36 hours	11 hours	18 hours
February 1-29	19 hours	32 hours	9.5 hours	16 hours
March 1-31	16 hours	28 hours	8 hours	14 hours
April 1-30	12 hours	24 hours	6 hours	12 hours
May 1-31	9 hours	20 hours	4.5 hours	10 hours
June 1-30	6 hours	16 hours	3 hours	8 hours
July 1-31	3 hours	12 hours	1.5 hours	6 hours
August 1-31	0 hours	8 hours	0 hours	4 hours
September 1-30	0 hours	4 hours	0 hours	2 hours

- A. Personal days shall be used 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.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 48 hours total personal leave for the contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the fulltime rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the third, unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. 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 regular 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.

SECTION 11.6 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:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - b. The effective dates of such leave;
 - c. The estimated date of return to work.

- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor or LCSO for final approval.
- C. 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.
- D. 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.

SECTION 11.7 GENERAL PROVISIONS

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

SECTION 11.8 JURY DUTY

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty.

SECTION 11.9 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to three (3) days paid bereavement leave per full twelve (12) month Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, or sibling-in-law. The Employee will notify the LCSO, whenever possible, of the need for bereavement leave. The Company may request evidence of qualification under this provision.

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 on all hours paid up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A. Regulation shoes will be provided to all Employees to be worn as part of the required uniform.

SECTION 12.4 GROUP DISABILITY INSURANCE

The Company agrees to deduct any fees or premium payments and lawful assessments designated by the Union for a Group Disability Insurance plan set up by and administered by the Union from the first paycheck of each month of each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by supervision or the Union. Such authorization may be revoked by the Employee upon 30 days' written notice served upon the Company and the Union. 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, but the Union, as to the amount of fees and any other costs for this insurance.

The Company will remit all such deductions to the International Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit unless it is technically impossible to do so. 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 International Secretary/Treasurer with a deduction list, setting forth the name and amount of fees, and any other costs for this insurance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union 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 Union and the Employees shall be the official Union Authorization for insurance deductions. The Company shall accept no other form unless the parties mutually agree to a substitute.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best 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 of notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

- A. The Employer shall pay for any physical/medical examination that is required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam.
- B. Physical/medical exams may be required by the U.S. Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. 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.
- C. 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 Site Supervisor or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 TRAVEL EXPENSES

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 Employer receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

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

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The Employer agrees to make its best 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 13.6 UNION MEETINGS

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 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. No Employee may be at the worksite at any time unless on duty at that time.

ARTICLE 14

401 (k) PLAN

SECTION 14.1 401 (K) PLAN

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

ARTICLE 15

TRAINING

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

ARTICLE 16

SAFETY

SECTION 16.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement all worksites and facilities are the property of the U.S. Government, 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.

SECTION 16.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided CSO workstations and break rooms.

ARTICLE 17

CONTINUITY OF OPERATIONS

SECTION 17.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement, and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

SECTION 17.2 LOCKOUTS

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

ARTICLE 18

SEPARABILITY OF CONTRACT

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

ARTICLE 19

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties recognize that they are providing a service to the United States Government which has the responsibility and authority for providing security to the Judicial facilities. In the event a government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government's directive with the goal of resolving the deviation.

ARTICLE 20

ENTIRE AGREEMENT

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

ARTICLE 21

DURATION

This Agreement shall be effective from May 25, 2004 through September 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

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: Sioux City Court Security Officers Association

BY: Donald Williams

TITLE: President

DATE: 06-24-04

FOR: Sioux City Court Security Officers Association

BY: Eugene M. Pasunji

TITLE: _____

DATE: 06-14-04

FOR: Akal Security, Inc.

BY: [Signature]

TITLE: Director, H.R.

DATE: 6/15/04

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 8th Circuit for the District of Iowa, Sioux City Court Security Officers Association, in the city of Sioux City, IA:

a) Base Wages

SITE: Sioux City

Current:

Court Security Officers:	\$ 18.10 / hour
Lead Court Security Officer:	\$ 17.26 / hour
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40.

Effective October 1, 2004:

Court Security Officers:	\$ 17.07 / hour**
Lead Court Security Officer:	\$ 18.30 / hour**
Health & Welfare Allowance:	\$ 2.36 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 17.75 / hour**
Lead Court Security Officer:	\$ 19.03 / hour**
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

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

Sioux City Court Security Officers Association

Akal Security, Inc.

<i>Donald W. Bremer</i> Signature	<i>6-14-04</i> Date	<i>[Signature]</i> Signature	<i>6/15/04</i> Date
<i>Eugene M. [Signature]</i> Signature	<i>6-14-04</i> Date	<i>[Signature]</i> Signature	<i>-Denton, W. R.</i> Date

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement between Akal Security, Inc. and the Sioux City Court Security Officers Association, in the City of Sioux City, IA in the 8th Circuit.

The Health and Welfare rate effective 10/01/2004 through 09/30/2005 is \$2.59 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

FOR:
SIOUX CITY COURT SECURITY
OFFICERS ASSOCIATION

[Signature]

BY: *[Signature]*

TITLE: *PSO Representative*

DATE: 09-15-04

FOR:
AKAL SECURITY, INC

[Signature]

BY: *[Signature]*

TITLE: *HR Director*

DATE: 09/15/04

Letter of Understanding

Side Bar to the Collective Bargaining Agreements between Akal Security, Inc. and the Sioux City CSOs Association:

The Health and Welfare rate effective 10/1/2005 through 9/30/2006 is \$2.87 per hour paid, up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

Sioux City CSOs Association

Donald W. Bremer Pres, Donald W. Bremer, Pres.
Eugene M Pensinger V.P Eugene M Pensinger VP

CEO

Title

06-24-05

Date

Akal Security, Incorporated

[Signature]

Name
Labor Relations Manager

Title

6/25/05

Date

Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees in the 8th Circuit, District of Iowa, Sioux City, with Sioux City CSO Association:

SITE: Sioux City

Current: Effective October 1, 2005

Court Security Officers:	\$ 17.75 / hour
Lead Court Security Officer:	\$ 19.03 / hour
Health & Welfare Allowance:	\$ 2.87 / regular hour paid up to 40/week

Effective October 1, 2006:

Court Security Officers:	\$ 18.64 / hour
Lead Court Security Officer:	\$ 19.98 / hour
Health & Welfare Allowance:	\$ 3.10 / regular hour paid up to 40/week

Effective October 1, 2007:

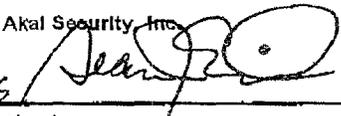
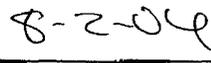
Court Security Officers:	\$ 19.40 / hour
Lead Court Security Officer:	\$ 20.78 / hour
Health & Welfare Allowance:	\$ * / regular hour paid up to 40/week

Effective October 1, 2008:

Court Security Officers:	\$ 19.98 / hour
Lead Court Security Officer:	\$ 21.40 / hour
Health & Welfare Allowance:	\$ * / regular hour paid up to 40/week

Sioux City Court Security Officers Association

Akal Security, Inc.

		
Signature	Signature	Date

LETTER OF UNDERSTANDING

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

- 1. Effective October 1, 2006, Section 9.1 of the existing CBA between the Company and the Association is modified as follows:

ADD, "Employee's birthday, to be taken within 90 days of employee's birthday."

- 2. Effective October 1, 2006, Section 11.5(b) of the existing CBA between the Company and the Association is modified as follows:

ADD, "A shared position Employee shall be granted a minimum of four hours per holiday, with the exception of anyone on extended leave."

- 3. New Wages and Health & Welfare rates and effective dates are set out in the attached Appendix A.

- 4. All other terms and conditions of the existing Collective Bargaining Agreement between Akal Security, Inc. and the Sioux City Court Security Officers Association shall remain in full force and effect until September 30, 2009.

AGREED:

Sioux City Court Security Officers Association

Donald W. Bremer
Signature

Donald W. Bremer
Name

Pres. CBA/Sioux City CSOs Assoc.
Title

July 13, 2006
Date

Akal Security, Inc.

Jean [Signature]
Signature

Sean Engelin

Name

Labour Relations Manager

Title

8-2-06

Date

LETTER OF UNDERSTANDING

IT IS AGREED between Akal Security, Inc. and Sioux City CSO Association (8th Circuit, District of Iowa) that:

HEALTH & WELFARE

The Health and Welfare rate effective 10/1/2007 through 9/30/2008 is \$3.20 per hour paid, up to 40 hours per week. This includes all paid leave, but not leave that is cashed out.

Sioux City CSO Association
(8th Circuit, District of Iowa)

Donald W. Bremer
Signature

Donald W. Bremer
Name

Pres. Sioux City CSO's Assoc.
Title

6-25-2007
Date

~~Donald W. Bremer~~
Eugene M. Persingori
Signature

Eugene M. Persingori
Name

VP Sioux City CSO Assoc
Title

06-25-07
Date

Akal Security, Inc.

Nicole A. Terrell
Signature

Nicole A. Terrell
Name

Labor Relations
Title

6/26/07
Date

6/25/2007

LETTER OF UNDERSTANDING

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

The Health & Welfare rate effective 10/01/2008 through 09/30/2009 is \$3.40 per hour paid up to 40 hours per week. This includes all paid leave taken, but not leave that is cashed out.

Sioux City Court Security Officers Association

Donald W. Bremer
Signature

Donald W. Bremer
Name

SCCSOA Bargaining Agent
Title

July 17, 2008
Date

Akal Security, Inc

Sean J. Engelin
Sean J. Engelin
Director, Labor Relations
7/30/08

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AKAL SECURITY, INC.
AND
SIOUX CITY COURT SECURITY OFFICERS ASSOCIATION**

This amendment to the Collective Bargaining Agreement (CBA) between Akal Security, Inc. (Company) and the Sioux City Court Security Officers Association (Union) is entered into this 11th Day of June 2009, as an amendment to the CBA in effect from October 1, 2006 to September 30, 2009.

Article 21 Duration is amended as follows: This agreement shall be effective from October 1, 2009 through September 30, 2012 and supercedes any and all prior agreements or understandings between the parties.

Appendix A

Whereas, Akal Security, Inc. (hereinafter referred to as "the Company") and the Sioux City Court Security Officer Association (hereinafter referred to as "the Association") entered into an Agreement effective October 1, 2009,

Whereas, the Association has been duly designated by the Company's non-supervisory employees per Article 1.1 of the Collective Bargaining Agreement,

Whereas, the aforementioned Agreement provides for the Company and the Association to negotiate wages and fringe benefits for each facility covered thereby and to enter into an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

WAGES

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

Current

CSO \$19.98/hour
LCSO \$21.40/hour

Effective 10/1/09

CSO \$20.58/hour
LCSO \$22.04/hour

Effective 10/1/10

CSO \$21.20/hour
LCSO \$22.70/hour

Effective 10/1/11

CSO \$21.84/hour
LCSO \$23.38/hour

HEALTH AND WELFARE

The employer agrees to pay employees covered by this agreement the following H&W per hour:

Current

All Employees \$3.40/regular hour paid up to 40 hours per week

Effective 10/1/09

All Employees \$3.52/regular hour paid up to 40 hours per week

Effective 10/1/10

All Employees \$ */regular hour paid up to 40 hours per week

Effective 10/1/11

All Employees \$ */regular hour paid up to 40 hours per week

The parties agree that either party may reopen negotiations for amendments to Appendix "A" Health and Welfare allowance any time between May 1 and before June 1 for years 2010 and 2011 governed by this contract by giving written notice to the other party.

All other provisions, terms and conditions of the Agreement, as previously amended and except as provided herein, shall continue in full force and effect until September 30, 2012.

Sioux City Court Security Officer Association

Akal Security, Inc.

Ronald W. Bremer
Signature

[Signature]
Signature

Ronald W. Bremer
Name

Sean J. Engelin
Name

Pres. Sioux City CSOs
Title

Director Labor Relations
Title

June 10, 2009
Date

7/14/09
Date



**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AKAL SECURITY, INC.
AND
SIOUX CITY COURT SECURITY OFFICERS ASSOCIATION**

This amendment to the Collective Bargaining Agreement (CBA) between Akal Security, Inc. (Company) and the Sioux City Court Security Officers Association (Union) is entered into this 20th Day of July 2010, as an amendment to the CBA in effect from October 1, 2006 to September 30, 2009.

Article 21 Duration is amended as follows: This agreement shall be effective from October 1, 2009 through September 30, 2012 and supersedes any and all prior agreements or understandings between the parties.

Appendix A

Whereas, Akal Security, Inc. (hereinafter referred to as "the Company") and the Sioux City Court Security Officers Association (hereinafter referred to as "the Association") entered into an Agreement effective October 1, 2009.

Whereas, the Association has been duly designated by the Company's non-supervisory employees per Article 1.1 of the Collective Bargaining Agreement,

Whereas, the aforementioned Agreement provides for the Company and the Association to negotiate wages and fringe benefits for each facility covered thereby and to enter into an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

HEALTH AND WELFARE

The employer agrees to pay employees covered by this agreement the following H&W per hour:

Current

All Employees \$3.52/regular hour paid up to 40 hours per week

Effective 10/1/10

All Employees \$3.62/regular hour paid up to 40 hours per week

Effective 11/1/11

All Employees \$⁴/regular hour paid up to 40 hours per week

The parties agree that either party may reopen negotiations for amendments to Appendix "A" Health and Welfare allowance at any time between May 1 and before June 1 for the year 2011 governed by this contract by giving written notice to the other party.

All other provisions, terms and conditions of the Agreement, as previously amended and except as provided herein, shall continue in full force and effect until September 30, 2012.

Sioux City Court Security Officers Association

Akal Security, Inc.

Donald W. Bremer
Signature

[Signature]
Signature

Donald W. Bremer
Name

Sean J. Engelin
Name

Title

Director, Labor Relations
Title

July 30, 2010
Date

8/27/10
Date

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AKAL SECURITY, INC.
AND
SIOUX CITY COURT SECURITY OFFICERS ASSOCIATION**

This amendment to the Collective Bargaining Agreement (CBA) between Akal Security, Inc. (Company) and the Sioux City Court Security Officers Association (Union) is entered into this July 14, 2011, as an amendment to the CBA in effect from October 1, 2006 to September 30, 2009.

Article 21 Duration is amended as follows: This agreement shall be effective from October 1, 2009 through September 30, 2012 and supersedes any and all prior agreements or understandings between the parties.

Appendix A

Whereas, Akal Security, Inc. (hereinafter referred to as "the Company") and the Sioux City Court Security Officers Association (hereinafter referred to as "the Association") entered into an Agreement effective October 1, 2009,

Whereas, the Association has been duly designated by the Company's non-supervisory employees per Article 1.1 of the Collective Bargaining Agreement,

Whereas, the aforementioned Agreement provides for the Company and the Association to negotiate wages and fringe benefits for each facility covered thereby and to enter into an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

HEALTH AND WELFARE

The employer agrees to pay employees covered by this agreement the following H&W per hour:

Current

All Employees \$3.62/regular hour paid up to 40 hours per week

Effective 10/1/11

All Employees \$3.72/regular hour paid up to 40 hours per week

Sioux City Court Security Officers Association

Akal Security, Inc.

Donald W. Bremer
Signature

[Signature]
Signature

Donald W. Bremer
Name

Sean J. Engelin
Name

SC CSO Assn. President
Title

Director, Labor Relations
Title

7-14-2011
Date

8/23/11
Date