

*Middle District of Georgia*

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

MIDDLE DISTRICT OF GEORGIA COURT SECURITY OFFICERS

PREAMBLE

THIS AGREEMENT is made and entered into on August 1, 2003 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and the duly elected Organization (Benevolent Association) of the employees, hereinafter referred to as the "Association." All non-economic provisions of this contract shall be in effect as of October 1, 2003, including, but not limited to, compensation and fringe benefits. All economic provisions of this contract shall be in effect as of October 1, 2003, including, but not limited to, compensation and fringe benefits.

## ARTICLE 1

### GENERAL PROVISIONS

#### SECTION 1.1 BARGAINING UNIT

The Employer hereby recognizes the Association as the sole and executive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with the respect to wages, hours, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), and Lead Court Security Officers (LCSOs) assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the Middle District of Georgia, excluding all managers, supervisors as defined by the NLRB, office and/or clerical employees and all other employees of Employer.

The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in this Agreement.

This agreement shall be binding upon both parties, their successor 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 Association to represent the Employees in collective bargaining negotiations.

#### SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Association 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. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Association business during scheduled working hours.
- 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 over 30 minutes 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 DUES**

The Association will be responsible for collecting and maintaining all dues and records from all CSO personnel.

## **SECTION 1.6 ASSOCIATION SECURITY**

The Association will be responsible for collecting and maintaining all dues and records from all CSO personnel.

## **SECTION 1.7 INTENT OF PARTIES**

The Association and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Association 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 Association, 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 Association.

## **SECTION 1.8 ANTI-DISCRIMINATION**

Neither the Company nor the Association 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 Association recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Association philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 2**

### **SENIORITY**

#### **SECTION 2.1 SENIORITY DEFINED**

- A. Association seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within the Association as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. 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 transfers, schedules, transfers, and extra work, Association 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 Association 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

Seniority Lists shall be furnished by the company to the proper Association officials within a reasonable time, upon written request by the Association, twice per year. The Association President or the President's designated representative must make a request for these lists to the Company in writing. An Employee's standing on the posted Seniority Lists will be final unless protested in writing to the Site Supervisor or Contract Manager in districts without a Site Supervisor no later than (30) calendar days after the list has been posted.

## SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or 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 permanently promoted to a non-bargaining unit position for more than four (4) weeks shall lose their Association 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 one ninety (90) calendar day period after their hire date. The Association will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, 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 ninety (90) day period referred to in this section may 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. Employee is permanently transferred out to the bargaining unit.

## ARTICLE 3

### JOB OPPORTUNITIES

#### SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays). Shared position Employees who are not scheduled to work during that five (5) day period at the site where an opening occurs will be notified by the Association. The Site Supervisor, Contract Manager or designee will notify the Association President in writing of such openings. The Association 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 senior most 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.

Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled under this Article as well. Any Employee who wishes to apply for the open position shall also do so. Vacancy posting and vacancy notifications will be site specific, i.e., only Employees at the site where the vacancy occurs will be notified.

#### SECTION 3.2 SHARED POSITION EMPLOYEES

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. 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.

### **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. 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.

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

The U.S. Government, in its contract with the Company, creates specific guidelines for the selection of Lead CSOs. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability as evaluated by the Company. Ability 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. All CSOs will be allowed to apply for the position of Lead CSO.

## ARTICLE 4

### MANAGEMENT'S RETAINED RIGHTS

#### SECTION 4.1

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 Association 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-00-D-0025 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 Association, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Association 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. 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.

## 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 Association or the employee fail to comply with the time limits 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. **Informal Step** – Both the Company and the Association agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit) within five (5) working days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within five (5) working days of the Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken.

If, during the course of this discussion, either the Employee or the supervisor deems it desirable, a steward or other Association representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.

- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the Association representative, and shall be submitted to the Contract Manager or 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 him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the 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 Steward.

- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or 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 arbitration by the Association, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and the Association President (or designee) to make a final effort to settle the grievance before arbitration.
- B. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Association's written notice to proceed with arbitration, the Company and the Association will meet 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 Association will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any 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 Association. 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 Association 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-00-D-0025, 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 Association, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Association 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 Association 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 MS-00-D-0025 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 offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as is practical among Employees.

*Exclusion:* Managers cannot be assigned to cover CSO overtime positions or posts, except in emergency situations.

## **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. 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 rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make it's best efforts 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, HOURS OF WORK, & SENIORITY**

Upon Association request once per 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. *and no later than 2:00 p.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.

Any CSO officially acting as a Lead CSO will be compensated at the Lead rate for the time spent in this role.

## 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
Good Friday	

Any other declared a permanent national holiday by the Federal Government.

#### SECTION 9.2 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 (A) 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 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.
- 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. 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: eighty (80) hours
- Upon completion of five (5) years of service: one hundred twenty (120) hours
- Upon completion of ten (10) years of service: one hundred sixty (160) hours
- Upon completion of fifteen (15) years of service: two hundred (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 paid 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 SECTION 10.2, part A (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 January 1<sup>st</sup> of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as requested prior to January 1<sup>st</sup>, the Employee must give their immediate Supervisor as much notice as possible, but not less than five (5) working days notice in writing prior to the requested vacation time.
- B. The Employer will recognize Association 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 PAY OPTIONS**

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

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

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

#### **SECTION 10.6 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 10.7 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 10.8 VACATION - LAID OFF EMPLOYEES**

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

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

Vacation days may be used in a minimum of thirty (30) minute increments, if so desired by the Employee and approved by the Employer.

### **ARTICLE II**

#### **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 may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 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. It is acknowledged by the Association that under USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary Employees to provide work coverage during Employee absences. *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.*

#### 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 of 1993 for all eligible Employees.
- C. The twelve (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. 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 ASSOCIATION LEAVE

An Association Officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Association conventions or other meetings of vital interest to

the Association as long as staffing requirements permit. The maximum number of days given for Association leave is no to exceed a total of five (5) days per contract year and the maximum number of Association officers or delegates to be granted leave of absence is not to exceed two (2) employees per site. More time will be granted upon mutual agreement between the Company and the Association. At the employee's request, vacation and personal leave may be used to conduct Association business.

#### **SECTION 11.5 PERSONAL/SICK LEAVE**

Each full-time Employee shall be eligible to use a maximum of six (6) days or forty eight (48) hours of personal leave per 12-month year worked. 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).

- A. Personal days shall be used in no less than thirty (30) minute increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor, SLCSO or LCSO.
- B. Shared position Employees will receive pro-rated benefits based on the number of actual hours worked in the previous year based on 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 within the month following their anniversary date.
- 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 year based on hire date anniversary. 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 time (and vacation once personal leave is exhausted) 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 one (1) 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;
  - 2. The effective dates of such leave;
  - 3. The estimated date of return to work.
- B. The Company will respond to the request within seven (7) working days.
- C. 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.
- 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 BEREAVEMENT LEAVE**

All non-probationary Employees shall be entitled to five (5) days paid for the death of a parent, child or spouse and three (3) days paid for, brother sister, step-father, step mother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents per full Government contract year for the purpose of attending, on a day normally scheduled to work, the funeral. Employee will notify the Lead CSO, whenever possible, of the need for bereavement leave. Company may request evidence of qualification under this provision.

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

The Company will comply with all State and Federal regulations regarding Employees' service for jury duty. An Employee will be compensated at their regular rate of pay while serving on jury duty.

#### **SECTION 11.10 ABSENTEEISM FROM DUTY**

When an employee fails to report for duty or to call the appropriate LSCO a minimum of one (1) hour prior to the start of the scheduled shift, it is considered a "no call/no show." In the event an emergency prevents an employee from reporting to work and notifying the office prior to the

scheduled shift, an employee must contact the appropriate LCSO as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Akal Security, Inc., considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 shifts in a contract year.

## 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 worked 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 MINIMUM BENEFITS

The amounts required by this Agreement shall serve as the minimum Health and Welfare benefits for Employees.

#### SECTION 12.3 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other 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 12.4 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. A shoe allowance of \$95 per contract year will be provided annually for the purchase of USMS-required CSO uniform shoes.

## 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 the use of CSOs to locate an Association-provided bulletin board that will be used by the Association for

posting of notices of meetings, elections, appointments, recreational and social affairs, and other Association notices. The provision of these facilities is the prerogative of the U.S. Government.

### **SECTION 13.2 PHYSICAL EXAMINATIONS**

- A. The Employer shall pay for medical examinations and testing that are required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam.

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

- B. 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.

- C. The Company agrees that the annual physical may be scheduled for the morning or the afternoon, whichever is preferable to the Employee.

### **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.

Travel reimbursement will be paid under the guidelines established by company's contract with the USMS.

### **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 providing of these facilities is the prerogative of the U.S. Government.

#### **SECTION 13.6 ASSOCIATION MEETINGS**

Neither Association officials nor Association members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Association business, or conduct any Association 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.

#### **SECTION 13.7 GUN LOCKER INSPECTIONS**

The Association agrees that gun locker inspections will be conducted by the Lead CSO or his/her designee with a member of the Association present.

#### **SECTION 13.8 PAYROLL CHECKS AND PERSONAL MAIL**

The Company agrees that payroll checks and personal mail will not be opened unless authorized by the person to whom the payroll check or mail belongs.

#### **SECTION 13.9 SIGN-IN / SIGN-OUT SHEETS**

The Company agrees to afford the CSO sign-in and sign-out sheets at all work locations.

#### **SECTION 13.10 COMMUNICATIONS LOG**

The Company agrees that the radio/communications log at each location will be maintained and that all transmissions reported by a CSO be placed on the log. Examples: Lights out, safety and OSHA violations, and any other potential hazards.

#### **SECTION 13.11 WRITTEN AND ORAL INSTRUCTIONS**

The Company agrees that when a written instruction or regulation is overridden by verbal instruction, it should be documented as soon as possible afterwards. When verbal instructions are issued, pertaining to operational events, written instructions or documentation should be made as soon as possible.

### **ARTICLE 14**

#### **401(k) PLAN**

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

### SAFETY AND TRAINING

#### SECTION 15.1 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 Association to participate in any locally scheduled safety meetings.

#### SECTION 15.2 OSHA STANDARDS

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

#### SECTION 15.3 PROTECTIVE EQUIPMENT

With approval of the USMS, the Company agrees appropriate protective equipment will be issued to all Employees to comply with all health, safety, and OSHA requirements.

#### SECTION 15.4 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. Employees will be paid for all required hours per year for firearms training and mileage to and from the range, as allowed by the Company or the USMS.

## ARTICLE 16

### CONTINUITY OF OPERATIONS

#### SECTION 16.1 NO STRIKES

A. Both the Company and the Association agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this

Agreement is in effect, the Association and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

- 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 Association shall take affirmative action to avert or bring such activity to prompt termination.

## **SECTION 16.2 LOCKOUTS**

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

## **ARTICLE 17**

### **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 18**

### **SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

The parties recognize that they are providing a service to the United States Government who 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 19**

### **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 matter not removed by law from the area of collective bargaining, and all understand that all agreements reached by the parties are set forth in this Agreement. Therefore, the Company and the

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

## ARTICLE 21

### DURATION

This Agreement shall be effective from June 13, 2003 through September 30, 2007 and supersedes any and all prior agreements or understandings between the parties.

This Collective Bargaining Agreement is a follow-on to the Agreement dated October 1, 1999 between Akal and its Employees covered by the Agreement. All terms and conditions of the previous Collective Bargaining Agreement, economic and non-economic, remain in effect other than as specifically revised in this follow-on Agreement.

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: The Middle District of Georgia Court Security Officers

BY: Robert J. Holland  
TITLE: Court Security officer (Albany)  
DATE: 06-11-03

FOR: The Middle District of Georgia Court Security Officers

BY: Reuben M. Holman  
TITLE: CSO (MACON)  
DATE: 6/11/03

FOR: Akal Security, Inc.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

### Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits ~~information~~ for the employees at the 199 Circuit for the Middle District of Georgia, Middle District of Georgia Court Security Officers:

a) Base Wages

SITE: Albany, Macon

Current:

Court Security Officers:	\$ 13.87 / hour
Lead Court Security Officer:	\$ 14.88 / hour
Health & Welfare Allowance:	\$ 1.00 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 14.23 / hour*
Lead Court Security Officer:	\$ 15.47 / hour*
Health & Welfare Allowance:	\$ 2.38 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2004:

Court Security Officers:	\$ 14.79 / hour*
Lead Court Security Officer:	\$ 16.04 / hour*
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 15.23 / hour*
Lead Court Security Officer:	\$ 16.48 / hour*
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2008:

Court Security Officers:	\$ 18.88 / hour*
Lead Court Security Officer:	\$ 19.94 / 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 June 7 and before June 7, for all years covered 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 8 of this agreement. All provisions of this Agreement, including but not limited to, Article 15, shall remain in force during the term of the negotiations and any resulting arbitration, and for the remainder of the term of this agreement.

\*\* If a 3rd hour shift, a shift differential of four percent (4%) of the employee's regular hourly rate will be paid for all hours worked between 8 P.M. and 8 A.M.

United Government Security Officers of America  
Signature: Robert J. Holland (Albany) 06/11/03  
Date: 6/11/03

ASIS Security, Inc.  
Signature: Travis Gardner 6/11/03  
Date: Director, H. 12

United Government Security Officers of America  
Signature: Robert M. Johnson (Macon)  
Date:

06/13/2003 14:48 4787520268  
JUN-11-2003-WED 10:34 AM AKAL HR

TRAVIS GARDNER  
FAX No. 505 747 0282

PAGE 02  
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### Appendix A WAGE SCHEDULE

Listed below are the Wages and Benefits ~~for the employees at the 11th Circuit for the Middle District of Georgia, Middle District of Georgia Court Security Officers:~~

a) Base Wages

SITE: Columbus

Current:

Court Security Officers:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / hour
Health & Welfare Allowance:	\$ 1.93 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 16.28 / hour*
Lead Court Security Officer:	\$ 17.23 / 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:	\$ 16.28 / hour*
Lead Court Security Officer:	\$ 17.23 / hour*
Health & Welfare Allowance:	\$ / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 16.28 / hour*
Lead Court Security Officer:	\$ 17.23 / hour*
Health & Welfare Allowance:	\$ / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ 16.28 / hour*
Lead Court Security Officer:	\$ 17.23 / 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 such negotiation shall be incorporated into the terms of this agreement. If the parties fail to reopen negotiations, the dispute shall be submitted to arbitration in accordance with Article 8 of this agreement. All provisions of this Agreement, including, but not limited to, Article 12, shall remain in force during the term of the negotiations and any resulting arbitration, and for the remainder of the term of this agreement.

\*\* If a 24 hour site, a shift differential of four percent (4%) of the employee's regular hourly rate will be paid for all hours worked between 5 P.M. and 6 A.M.

United Government Security Officers of America  
International Union

Robert J. Holland (Albany) 06-11-03  
Signature Date

Akal Security, Inc.

Scott Gunn 6-11-03  
Signature Date

United Government Security Officers of America  
Local

Rufus M. Brown (Macon) 6/17/03  
Signature Date

Ankur, H. R.

Appendix A  
**WAGE SCHEDULE**

Listed below are the Wages and Benefits ~~\_\_\_\_\_~~ for the employees at the 11th Circuit for the Middle District of Georgia, Middle District of Georgia Court Security Officers:

a) Base Wages

SITE: Albany, Macon

Current:

Court Security Officers:	\$ 13.67 / hour
Lead Court Security Officer:	\$ 14.86 / hour
Health & Welfare Allowance:	\$ 1.93 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 14.22 / hour*
Lead Court Security Officer:	\$ 15.47 / 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:	\$ 14.79 / hour*
Lead Court Security Officer:	\$ 16.04 / hour*
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 15.23 / hour*
Lead Court Security Officer:	\$ 16.48 / hour*
Health & Welfare Allowance:	\$ * / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ 15.69 / hour*
Lead Court Security Officer:	\$ 16.94 / 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.

\*\*If a 24 hour site, a shift differential of four percent (4%) of the employee's regular hourly rate will be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America  
 International Union

Akal Security, Inc.

\_\_\_\_\_  
 Signature Date  
 United Government Security Officers of America  
 Local

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

Appendix A  
**WAGE SCHEDULE**

Listed below are the Wages and Benefits ~~\_\_\_\_\_~~ for the employees at the 11th Circuit for the Middle District of Georgia, Middle District of Georgia Court Security Officers:

a) Base Wages

SITE: Columbus

Current:

Court Security Officers:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / hour
Health & Welfare Allowance:	\$ 1.93 / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2003:

Court Security Officers:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / 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:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / hour
Health & Welfare Allowance:	** / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2005:

Court Security Officers:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / hour
Health & Welfare Allowance:	* / regular hour paid up to 40
Uniform Allowance:	\$ 0.11 / regular hour worked up to 40

Effective October 1, 2006:

Court Security Officers:	\$ 16.28 / hour
Lead Court Security Officer:	\$ 17.23 / 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.

\*\*If a 24 hour site, a shift differential of four percent (4%) of the employee's regular hourly rate will be paid for all hours worked between 6 P.M. and 6 A.M.

United Government Security Officers of America  
International Union

Akal Security, Inc.

Signature

Date

Signature

Date

United Government Security Officers of America  
Local

*[Handwritten Signature]* 6/11/03

Signature

Date

11 - mgA

LETTER OF UNDERSTANDING

June 1, 2004

Akal Security's new, revised proposal for the health and welfare rates is \$2.69 per regular hour paid up to 40 hours per week for the fiscal year starting October 1, 2004 and ending September 30, 2005.

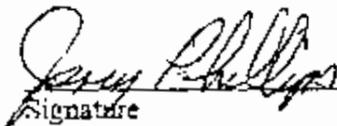
Beginning October 1, 2004, in replacement of the shoe allowance, Akal Security will be issuing regulation shoes to each CSO as part of the required uniform.

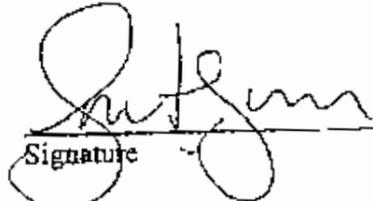
This offer is good until Wednesday, June 9, 2004. After that time, this offer will be withdrawn due to the fact that our business circumstances will have changed.

If in agreement, please sign below and return by fax if necessary to (505) 747-0382 before 3 p.m. Mountain Standard Time on June 9, 2004.

Middle District of Georgia CSO's

Akal Security Inc.

  
Signature

  
Signature

Pers CSO A 6-7-04  
Title Date

Duane, H. B.  
Title Date