

*EIMO
ST LOUIS ONLY*

COLLECTIVE BARGAINING AGREEMENT

between

**LOCAL #59
UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA**

**(Court Security Officers / ST. Louis, Missouri)
04-01-1999 to 09-30-2003**

and

AKAL SECURITY INCORPORATED

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PREAMBLE

THIS AGREEMENT is made and entered into on **June 11, 1999** by and between **LOCAL #59 OF THE UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA**, located in St. Louis Missouri, and its successors, (hereinafter "Union" or "Bargaining Unit") and **AKAL SECURITY, INCORPORATED**, a New Mexico corporation, and its successors, (hereinafter referred to as the "Employer" or "Company"). All non-economic provisions of this contract shall be in effect as of **04-01-1999**. All economic provisions of this contract shall be in effect as of **10-01-1999**, including but not limited to compensation and fringe benefits

**ARTICLE I
GENERAL PROVISIONS**

Section 1.1 Recognition of Bargaining Unit

A. The Employer hereby recognizes UGSOA Local 59 as the sole and exclusive bargaining agent for the purpose of collective bargaining for all Court Security Officers, to include Lead Court Security Officers, in ST Louis, Missouri (hereinafter "Bargaining Unit Member, CSO, Employee"). The Company shall bargain with the Union with respect to any and all concerns, aspects and conditions of employment for Full-time, Time-share and Part-time Court Security Officers, and their successors.

B. The term "Employee," when used herein, shall refer to any and all Members of the Bargaining Unit in good standing with Union who are currently employed by the Company, as Court Security Officers in ST Louis Missouri including any and all facilities or places said Court Security Officers are or shall be assigned in the future to perform their duties.

Section 1.2 Negotiating Committee

The Company/Employer agrees to recognize solely, and bargain collectively in good faith with Local #59 through its Negotiating Committee, which is composed of three (3) Local members, and one (1) alternate member of the Union. The Negotiating Committee shall be selected by the Local Union to represent the Court Security Officers in any collective bargaining negotiations with the Company.

Section 1.3 Steward System

A. The Company agrees to recognize, comply with, and cooperate in the Union steward system.

B. The Union and Company agrees all Stewards shall perform their duties in the same manner as other Court Security Officers, except when they are properly relieved to address Employee grievances, Contract disputes, or other matters involving disciplinary action taken against an employcc.

C. Upon the request of an Employee, the Company shall immediately summon a Steward, or if the designated Steward is not available, any officer of the Union, to be present with the Employee before, during, and after any questioning or disciplinary action taken by the Company, be it verbal or written, informal or formal. The Steward shall be relieved of performing his regular duties to attend to any and all grievances, or any other matters involving contract disputes or disciplinary action taken against an Employee.

Section 1.4 Management, Supervisory Personnel

Management, Supervisory, or other Non-Bargaining Unit Personnel will not perform any duties which are normally assigned to members of the Bargaining Unit except in an emergency situation.

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 the 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 of this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement either:

- 1) Become a member of the Union and remain a member or,
- 2) As a condition of employment all members of the bargaining unit shall be required to pay to 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. 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 obligation hereunder. The Union may, however, enforce any obligation 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 obligation 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.

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

A. As dues/fees to be paid to the Union, the Company agrees to deduct an amount equivalent to two (2) hours of each Employee's base wage from the first paycheck of each month for each Employee. All deductions from an Employee's wages for Union dues/fees shall be made only upon receipt of written authorization, the form for which shall be provided by an Employee's supervisor or the Union. Such authorization may be revoked by the Employee upon thirty (30) calendar days written notice to the Company and the Union. Both the Union and the Company agree and understand that deductions from an Employee's wages shall be made only so long as the Company may legally do so.

B. The Company shall remit all such deductions to the Union's designated and duly authorized Financial Secretary-Treasurer within seventy-two (72) hours. All deductions made by the Company shall be electronically transferred to the Union's designated bank account by direct deposit unless it is impossible for the Company to do so. The Union agrees to furnish the Company the relevant bank account information for the sole purpose of effectuating electronic transfers of funds to the Union's bank account. The Company shall furnish to the Financial Secretary-Treasurer of the Union, within (7) seven calendar days of the date on which the funds were deducted, a list of the names of all Employees from whom dues/fees were deducted and the amount of such deductions for each Employee. The Union assumes full responsibility and agrees to hold harmless the Company for any claims, suits, or actions arising from any deductions for dues/fees which the Union has heretofore authorized. The Union further assumes full responsibility for the management and disposition of any funds deducted by the Company on behalf of the Union once said funds are transferred to the Union's designated bank account. Errors made by the Company in the deduction or remittance of funds shall not be deemed a violation of any provision of this agreement, providing that any such error is promptly corrected when brought to the Company's attention.

C. The Check-off Authorization Card to be executed and furnished to the Company by the bargaining unit shall be an official document entitled "AUTHORIZATION FOR CHECK-OFF DUES/FEES". No other authorization form shall be accepted by the Company unless the proposed substitution is mutually agreeable to both the Company and the Union.

Section 1.7 Intent of Parties

A. The Union and the Company agree to work diligently and in good faith to ensure that the terms and conditions of this Agreement are carried out and applied fairly, conscientiously, and in the best interest of efficient security operations. The Union and Company further agree each shall use its best efforts to ensure that all Employees, individually and collectively, perform efficiently and render loyal services on behalf of the Company, and that neither of their respective representatives shall intimidate, coerce or discriminate against any Employee in any manner, or at any time whatsoever. The Company agrees that it shall not discriminate in any manner whatsoever against any person in its employ by virtue of said person's union membership, non-membership, activities, and/or association. Neither the Company nor the Union shall discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veteran status, or disability.

B. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with the philosophies of both the Company and the Union, and the parties agree to strive in good faith toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

Section 2.1 Seniority Defined

For the purpose of this Agreement seniority shall be defined as the length of continuous service for bargaining unit members in good standing (including leaves of absence which are allowed under state, federal or local laws or which are otherwise authorized by the terms of this agreement) commencing on the date which the Employee was/is originally hired as a Court Security Officer for the Company including any predecessor or successor employer. New Employees, or any other non-bargaining unit Employees joining, rejoining or transferring into the Union will have their seniority start on the date they are accepted or re-accepted into the Local Union Membership and will remain on the seniority list so long as they remain in good standing with the Union. Seniority shall be used in applying various aspects of this Agreement, including but not limited to filling new and/or vacant positions, bidding shifts, post-bidding, work location, work weeks, transfers, overtime hours, vacation scheduling, traveling, training, displacement, changing employment status from Time-share to Full-time and from Full-time to Time-share, leaves of absence, wages, benefits, and promotions. Seniority shall govern any and all procedures, except as noted in individual Articles. The Union and Company agree at no time whatsoever shall Time-share Employees exercise any aspect of seniority over Full-time Employees, except as noted.

Section 2.2 Seniority List

A. The Company agrees it shall maintain a Seniority List for Full-time Employees and a separate Seniority List for Time-share Employees. The Seniority List for each category of Employees shall be in descending order and shall consist of Bargaining Unit Members only.

B. In the event two (2) or more Employees were/are hired on the same date and are the same category of Employees, seniority shall be determined by alphabetizing the Employees' last name. (A comes before B etc.) If a Time-share Employee transfers to a Full-time position, the Employee's date of hire shall be adjusted according to their length of service as a Time-share Employee. For example, if an Employee is hired as a Time-share Employee on 01-01-94 and subsequently transfers or is otherwise moved to a Full-time position on 05-01-96, his/her total length of service is twenty-eight (28) months. To determine the Employee's seniority date as a Full-time Employee, his/her total length of Time-share service is divided by two(2) giving twelve (12) months of seniority as a Full-time Employee. In this example, the Employee's seniority date would be adjusted downward fourteen months from 01-01-94 to 03-01-95. Full-time Employees transferring to Time-share status shall be placed on the seniority list for that category of Employee based on their original date of hire.

C. Employees who are not Members of the bargaining unit will not be included on the Seniority Lists for any category of Employee and do not have any Union or Seniority rights. If such Non-bargaining unit Employees vacates his/her non-bargaining unit position / status for an open bargaining unit position, the Employee shall be placed on the bottom of the Seniority List for the appropriate category (Full-time, Time-Share)

D. The Seniority List for Full-time Employees shall govern for the purposes set forth above in Section 2.1 of this Agreement, and for any other provisions of this agreement. The Employee listed first on the Seniority List shall have first option to bid on all vacant positions and be offered overtime hours before less senior Employees. Only if the more senior Employee declines a job opportunity is it offered to the next most senior Employee on the Seniority List.

E. Each Seniority list shall be furnished by the Company to the proper Union officials no later than the 7th day of May and November of each contract year. Each updated and current Seniority List shall be posted and maintained by the Company at each work location. An Employee's standing on the posted seniority list shall be final, unless protested in writing to the Lead Court Security Officer no later than thirty (30) working days after the list has been posted. In the event the Seniority List is protested, the Company and Union agree they shall verify the accuracy of the Seniority List within ten (10) working days of receiving notification of the protest.

Section 2.3 Personal Data

Employees shall notify the Company in writing, on a Company provided form, of their correct mailing address, telephone number or any changes thereof within ten (10) working days of any changes. The Company shall be entitled to rely on Employees' last known addresses in the Company's records.

Section 2.4 Transfers

A. Any Bargaining Unit Member who is promoted to or accepts a Non-Bargaining Unit position for more than (90) calendar days shall be considered as having resigned from the Bargaining Unit, and as a result will permanently lose any and all Bargaining Unit rights including any seniority gained, and their position on the seniority list. If said person rejoins the Bargaining Unit at a later date their seniority will begin starting on the date they rejoin and are accepted into the Bargaining Unit.

A1. Bargaining unit members properly submitting a UGSOA withdraw card (must be a member in good standing to receive a withdrawal card) shall only lose their Bargaining unit and or Union member rights and privileges including but not limited to seniority for the period of time they are in a Non-Bargaining Unit position or status. Return to the Bargaining Unit may be subject to open or otherwise vacant positions and must be in accordance with other provisions in this agreement.

A2. Any former Local 59 member who has properly withdrawn in good standing from Local 59, and who possesses a valid Local 59 withdrawal card shall, upon proper return and acceptance into Local 59 Membership retain their former seniority date minus any adjustments made by the Union to reflect such Employees absence from active Local 59 membership.

B. Employee transfers to another job site, whether permanent or temporary, shall be strictly voluntary and seniority shall apply. If necessary transfers cannot be filled in the above manner, then the seniority list shall be followed in reverse order. All costs associated with any transfer shall be paid for by the Employer. Transferred Employees shall receive either their home rate of pay and benefits or the rate of pay and benefits at the transfer location, whichever is higher.

C. Any Employee, who is not an UGSOA Union member transferring into and \ or joining Union Local 59 shall, upon acceptance by Local 59, automatically be placed at the bottom of the affected seniority list. Any Union Member of a UGSOA local, who is in good standing with their Local Union, and is allowed and accepted by UGSOA Local 59 to transfer into Local 59 shall be placed on the affected seniority list based on UGSOA guidelines.

D. The Company shall make all possible efforts to facilitate a CSO's voluntary request for transfer to another job site, however the requesting CSO shall be responsible for all personal expenses accrued due to such request and accepts the prevailing wage and benefit scale at the new job site.

Section 2.5 Probationary Period For Employees

Employees, either Full-time or Time-share, shall be probationary for a period of sixty (60) calendar days from their hire date.

ARTICLE 3

BIDDING PROCEDURES

Section 3.1 Job Openings

All job openings, advancement opportunities, or any other opportunities shall be posted with a complete description on all Company and Local Union bulletin boards at each job site for a period of time sufficient for all Employees to be notified and submit an answer in writing. Any and all openings shall be filled by seniority to include the temporary filling of any positions or vacancies due to vacations, leaves, persons quitting etc. The Company shall, in addition to posting the appropriate notices, notify an Executive Board member of Local 59 of the job opening or opportunity. Bargaining Unit Members shall provide to the Local Executive Board their written preference in seniority bidding for times they are or may be absent. Members who do not provide written bid preference to the Local Executive Board will be considered bidding in their current position (Hours, Location, Posts ect.) or as close as possible in the event a more senior person bids them out of their position (Hours, Location Posts ect.)

Section 3.2 Temporary Filling of Shifts

The temporary (up to thirty (30) days) filling of shifts, positions, or any other vacancies due to vacations, call offs, personal days, persons quitting, or any other leaves listed in this agreement or permitted by law shall be filled according to the Time-Share Seniority List on a rotating basis.

Section 3.3 Extended Temporary Filling of Shifts

Temporary but extended Full-Time vacancies that are expected or known to extend past thirty (30) days and occur due to Job openings or various leaves listed in this agreement including but not limited to vacation, personal, medical or family leave which are approved, or permitted by law shall be filled according to Seniority order bid among Full-Time employees first, and then according to Seniority order bid among Time-share employees on a rotating basis.

Section 3.4 Shifts

All shifts shall be rebid in strict seniority order by the closest working day to May 15th and November 15th each year according to section 3.1. Shift bids, to include rebidding, will not be conducted any other time except upon written agreement from Local 59's Executive Board.

ARTICLE 4

GRIEVANCE PROCEDURES

Section 4.1 Intent

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication by the Company of any Federal, State or Local law including but not limited to the U.S. Department of Labor, Service Contract Act, Fair Labor Standards Act, Wage Determinations, National Labor Relations Board, Occupational Safety Health Administration, or any provisions of this Agreement to include any Company rules, regulations, policies or standards, or to challenge any disciplinary action taken against a Union Member. The term "days" shall not include Saturday, Sunday or any Holidays recognized by this agreement when used in this Article.

This grievance procedure shall not be used for any action of removal from the contract or revocation of required CSO credentials by the USMS. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedure outlined herein shall not apply to any non-disciplinary situation wherein the Company is acting under the express security directives of the USMS, outside the control of the Company.

Section 4.2 General Provisions

The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation, processing, to include answering of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of the Employer to answer a grievance within the time limits specified shall be deemed to be an acceptance of the validity of the grievance and an acceptance of the grievant/Unions remedy to same. Said remedy shall be enacted within fifteen (15) working days. No grievance may be filed or processed more than twenty (20) days after the facts or events become known to the Employee or the Union.

Section 4.3 Grievance Procedure

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

- (a) **Informal Step** -- Any Employee having a complaint, or an Employee designated by a group of Employees having a complaint, may discuss the complaint with the appropriate supervisor. The Employee may be accompanied by a Union representative if the Employee so desires. The supervisor shall answer the complaint within three (3) working days.

(b) Step One -- If the grievance is not satisfactorily resolved within three (3) working days, the grievance shall be given to the LCSO in written form signed by the Employee and a member of the Union Executive Board (or his/her designee). The LCSO will have five (5) working days to answer the grievance in writing.

(c) Step Two -- If the grievance is not resolved at Step One, the grieving Employee must refer the grievance to the Union and to the Contract Manager within ten (10) working days after the completion of Step One. The Contract Manager (or his/her designee) shall meet with the grievant and the Union representative to discuss the grievance within ten (10) working days. The Contract Manager shall give a written decision to the grievant within ten (10) working days after the grievance meeting.

(d) Step Three -- Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two may be submitted to arbitration by the Union submitting a written request to the Company within fifteen (15) working days. Service of a request for arbitration upon the Company must be made upon the Contract Manager.

Section 4.4 Arbitration Procedure

Grievances which have been processed in accordance with the requirements of Section 4.3 which remain unsettled shall be processed in accordance with the following procedures and limitations.

(a) Selection of an Arbitrator:
Within fifteen (15) working days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union shall meet or telephonically jointly attempt to agree upon the selection of a neutral Arbitrator. If, within the fifteen (15) working days, the parties fail to agree upon a selection, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) Arbitrators. An Arbitrator shall be selected, from the list supplied by the FMCS, by the parties alternately striking from the list until one (1) name remains, this individual shall be the Arbitrator to hear the grievance.

(b) **Decision of the Arbitrator:**

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

(c) **Arbitration Expense:**

The Arbitrator's fee and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. The expenses and compensation of any witnesses or other participants shall be paid by the party incurring said expense and requiring said witness(s). Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

(d) **Time Limits**

The decision of the Arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

Section 4.5 Class Action

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

Section 4.6 No Individual Arbitration

No individual may move a grievance to arbitration.

ARTICLE 5

DISCIPLINE

No Employee ,who has completed his/her probationary period, shall be dismissed, suspended or disciplined without just cause and due process, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the USMS. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract and all Employees are required to comply with these standards. Failure to comply may lead to disciplinary action. These performance standards will be issued to each Employee. Any and all allegations must be furnished immediately upon request to any affected or concerned Employee or Employees to include their agents and the Union. The Union has the right to grieve or arbitrate all Employees that are dismissed, disciplined or put on probation, except as noted above wherein the Company is acting upon the direction of the Government or the USMS. The Company agrees that it shall negotiate with the Union, any changes in or new disciplinary procedures or any other changes in conditions of employment prior to implementing any such changes.

Every Employee shall have the unrestricted right to view his personnel and disciplinary file upon providing their supervisor with a written request to do so at least two (2) calendar days prior. No disciplinary actions shall be entered into an Employees file without said Employee being allowed to review and dispute same.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 6.1 Workday and Workweek

For the purpose of this article, eight (8) consecutive hours of service, to include a unpaid thirty (30) minute lunch period, shall constitute a normal work day for Full-time Employees. The normal work week for these Employees shall be five (5) consecutive work days within a consecutive seven (7) day week.

Section 6.2 Standard Overtime Rate

An overtime rate equal to one and one half (1 1/2) times an Employee's normal hourly rate of pay (exclusive of health and welfare, uniform cleaning allowance) shall be paid for any work in excess of forty (40) hours in a normal work week. (NOTE) Additional Overtime and or Special rates listed in this agreement come into effect for any work done during Holidays, Scheduled days off, and other circumstances listed in this agreement.

Section 6.3 Overtime Distribution

Seniority shall be used in the distribution of overtime. Overtime shall be distributed as equitably and fairly as possible among bargaining unit Employees regularly assigned to the particular work site (including: Time-share Employees.) The Company shall attempt to rectify overtime inequalities through future scheduling of overtime work. Overtime records shall be made available to the Union by the Company upon request.

Section 6.4 Time-share 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 and 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.

All shared position Employees will be required to sign the "AKAL Shared Employee Agreement revision 01-26-99", see exhibit "A".

Section 6.5 Rest Periods and Missed Lunch Periods

There shall be one (1) fifteen (15) minute paid rest period for each four (4) hours of work. Rest period is to be taken within the hours it was earned. Should an Employee be required to work through his/her lunch period, he/she shall be compensated with the appropriate pay for any work done during their regularly/normally scheduled lunch.

Section 6.6 Call-In Pay

Any Employee called in to work shall be guaranteed a minimum of four (4) hours pay at his regular rate of pay, except that if said Employee works any hours that raises him above forty (40) hours in that pay week; said Employee shall receive pay for the hours over forty (40) in that week at one and one half (1 1/2) times the Employees base rate. Employees called in to work and accepting same will also be paid any other additions to pay or minimums called for in this section or any other part of this entire agreement.

Section 6.7 Night Pay Differential

Night hours (between 6pm and 6am) shall be paid to any affected Employees at the appropriate rate of hourly pay, plus an additional four percent (4%) of that rate for each hour worked during these periods.

ARTICLE 7

WAGES

Section 7.1 Wage Schedule

In year one (1) starting on 10-01-1999 of this contract the base hourly wage for each Employee shall be \$15.73 per hour.

In year two (2) starting on 10-01-2000 of this contract the base hourly wage for each Employee shall be \$16.20 per hour.

In year three(3) starting on 10-01-2001 of this contract the base hourly wage for each Employee shall be \$16.52 per hour.

In year four (4) starting on 10-01-2002 of this contract the base hourly wage for each Employee shall be \$16.77 per hour.

In each of the above years the Senior Lead Court Security Officer (previously site supervisor) shall receive a premium of two dollars (\$2.00) an hour above the listed rate. The Lead CSO shall, for the concerned years, receive a premium of one dollar and eighteen cents (\$1.18) per hour above the listed rate.

Section 7.2 Undisputed Error

In case of an undisputed error on the part of the Company as to Employee's rate of pay, proper adjustment shall be made from the date the error occurred.

ARTICLE 8

HOLIDAYS

Section 8.1 Holidays

Each Employee shall receive eleven (11) paid holidays a calendar year. Whenever the term "Holiday" is used it shall mean: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Section 8.2 Miscellaneous Holiday Provisions

A. An Employee who is not required to work on a holiday shall be paid eight (8) hours base hourly straight time rate, exclusive of any shift or overtime premium for that holiday. *Some benefit Applies for part-time as well as full-time. Shall*

time receive full-time benefit.
B. An Employee called in or scheduled to work on a holiday shall be paid the Employees appropriate rate for all hours worked, with a guaranteed minimum four (4) hours, and shall, in addition, receive eight (8) hours holiday pay. Any appropriate shift or overtime pay shall also apply.

ARTICLE 9

TRAVEL

Section 9.1 Travel Expenses

The Company shall provide all travel expense in advance whenever requested by an Employee. Any combination of work hours and travel hours that necessitates continuous compensable time of twelve (12) hours or more shall include appropriate per diem pay and, if the Employee is away from his home work site, shall include payment for overnight stay. All hours in travel, up to a maximum of eight (8) hours, shall be counted as work hours with the appropriate overtime wages provided for under Article 6 of this Agreement. Expenses to include standard mileage rates not paid for in advance shall be reimbursed to the Employee within twenty (20) calendar days of completion of said travel.

Section 9.2 Transportation

Transportation for any Employee to any off-site locations for court, training or other Company or Marshals Service business, shall be arranged by the Company at no expense to the Employee. The company will provide a rental vehicle for transportation of employees on company business over one hundred and fifty (150) miles, round trip, from the Employees base worksite. The company shall not require, request or permit Employees to use any personally owned vehicles for transportation of Employees or Equipment on company business.

ARTICLE 10

VACATIONS

Section 10.1 Full-time Employees

Eligible Full-time Employees shall be entitled to annual vacation with pay, based on their total years of service as a Court Security Officer with any and all employers and according to their total hourly rate of pay in effect at the time vacation is used.

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 twenty (20) years of service:	200-hours

Section 10.2 Time-share Employees

Eligible Time-share Employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year as compared to 2080 hours. No Time-share Employee may choose their vacation ahead of a Full-time Employee prior to January 15th.

Section 10.3 Scheduling Vacations

Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her District Supervisor in writing prior to January 15th of each year of his/her first and second choice for desired vacation periods, if any. Employees may take vacation at any time upon written approval of his/her supervisor, and in accordance with the provisions of this agreement.

The Company shall recognize seniority when scheduling Employees for vacation requests made by January 15th and shall allow the maximum amount of personnel off at one time that allows the Employer to maintain efficient operations. Vacation days may be used in one (1) day increments, if so desired by the Employees.

Section 10.4 Pay Options

Earned vacation pay may be requested by an Employee at any time on or after his/her anniversary date of employment and shall be paid within fifteen (15) calendar days of that request; vacation days will then be taken without any additional pay. Upon termination of employment all unused vacation pay shall be cashed out. If earned vacation pay is not requested to be paid prior to an Employee's vacation then said pay shall be disbursed to the Employee on the regular pay date (if any) falling during the Employees vacation; if no pay date occurs within the vacation then on the subsequent pay date after the Employees vacation.

Section 10.5 Laid off Employees

Length of service (seniority) as a Court Security Officer shall not accrue for the purpose of vacation benefits while an Employee is on laid-off status, unless so required by the U.S. Department of Labor laws, rules or regulations.

Employees shall be laid off only in reverse date of hire order and recalled in date of hire order. Employees with the shortest length of service shall be laid off first and those with the longest length of service shall be recalled first.

Employees' written refusal to return to work when recalled shall be considered voluntary termination if said recall is to their home work-site and their prior status (Full-time or Time-share). Recalls to other work sites or work status are voluntary and may be refused without consequences.

ARTICLE 11

LEAVES OF ABSENCE

Section 11.1 Limitations

Unpaid personal leaves of absence not to exceed ninety (90) calendar days may be granted at the discretion of the Employer without loss of seniority to the Employee.

Employees shall be granted unpaid leave of absence upon advance request and with LCSO approval when said leave does not interfere with scheduling.

Section 11.2 Medical Leave

An Employee shall be granted an unpaid medical leave of absence for a specified period not to exceed four (4) months, provided the Employee's disability/illness is made known to the Employer in accordance with the provisions of this Article, is supported by a doctor's certificate showing the nature of the illness/disability and the estimated length of time the Employee shall be unable to perform his/her job. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by a physician, which establishes the fitness of the Employee to return to the Employee's previously held job.

Medical leave will be reviewed by the Company every thirty (30) days and may be extended up to one (1) year, providing that staffing is sufficient. If Medical Leave is not to be extended by the Company, the Company will notify the Union in writing fifteen (15) days before the company intends to offer the position for bid or hire.

Section 11.3 Family Medical Leave

The Family and Medical Leave Act of 1993 is incorporated herein by law.

Section 11.4 Military Leave

An Employee of the Company who is activated, drafted, or who volunteers in any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted a Military Leave of Absence, as required by Federal Law, for the time spent in Full-time active duty. The period and pay for such leave shall be in accordance with applicable Federal Laws in effect at the time of such leave.

Section 11.5 Union Leave

Two (2) Union officers or delegates shall be granted unpaid leaves of absence (not to exceed ten (10) working days per year) upon written request for the purpose of

attending Union conventions and/or other meetings of vital interest to the Union and as long as such attendance does not affect the operating efficiency of the Company.

Section 11.6 Funeral Leave

The Company shall provide five (5) paid days of funeral leave per year when requested by an Employee, from his supervisor, in a timely manner, for the purpose of attending the funeral of the Employee's spouse, son, daughter, father, step-father, mother, step-mother, sibling, step-sibling, mother-in-law, father-in-law, sibling-in-law, foster parent, legal guardian, grandparent, grandchild. The Employee shall be paid his straight time rate for days of funeral leave.

Section 11.7 Special Leave for Voting

Employees shall be given two (2) hours off at the beginning or end of their shift to vote at any regular or general election if their work hours preclude them from voting between the opening and closing of the polls, if the Company is notified forty-eight (48) hours prior to election day. Proof of eligibility to vote may be required by the Employer.

Section 11.8 Personal Leave Days

Each Full-Time Employee shall be granted six (6) paid working days off on October 1st of each year for use as personal time off. Personal days shall be paid as used. Unused Personal days shall be paid out at the end of the contract year. Personal days shall be prorated for Time-Share Employees with a minimum of three (3) days and a maximum of six (6) days per year. Personal days may be taken in four (4) hour increments and may be requested two (2) hours prior to taking same in the case of illness.

Personal days must be requested as far in advance as possible and require approval of the LCSO except in the case of personal emergency when simple notification is required.

Section 11.9 General Provisions

Seniority shall accumulate during the period of any approved leave subject to the provisions of Article 3 of this agreement.

Section 11.10 Processing Leaves

Leaves, other than personal leave days, shall be requested in writing from the Employee's LCSO at least ten (10) calendar days prior to the date the leave shall take effect, except in the case of an emergency. The request shall include; the reason for said leave, effective date of said leave and estimated date of return from said leave.

A copy of the approved request shall be given to the Employee prior to the effective date of leave.

Extensions to leave, shall not normally be more than thirty (30) calendar days per request and must be requested, whenever possible, in writing by the Employee to the District Supervisor at least ten (10) calendar days prior to the expiration of the original request or any prior extension request.

Section 11.11 Jury Duty

An Employee called for jury duty or subpoenaed for a court case for which neither the Employee nor any member of his/her family is a party, shall be paid according to applicable Local, State and Federal Laws.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

Section 12.1 Payments

Effective 04-01-99 to 09-30-99 the Company will make required Health and Welfare benefit payments of \$1.39 hour for the first forty (40) hours of any and all work weeks to include Holidays, Vacations, Sick Days and Personal Days directly into each Employee's Company sponsored 401 K account.

Effective 10-01-99 The Company will pay Health and Welfare benefit amounts in cash to each Employees for the first forty (40) hours of any and all work weeks worked to include Holidays, Vacations, Sick Days and Personal Days in the amount of one dollar and sixty-four cents (\$1.64) per hour during year one (1) of this contract and one dollar and ninety-three cents (\$1.93) per hour during year two (2) of this contract.

The Company and Union agree to meet and negotiate, telephonically, in April of 2001 the Health & Welfare, Uniform cleaning allowance amounts for years three (3) and (4) of this contract.

Section 12.2 Uniform

The Company shall pay each Employee in cash 11 cents (\$.11) per hour for each hour worked up to forty (40) hours each week to include Vacation, Holiday, Sick, and Personal days for uniform maintenance.

A stipend of eighty-five dollars (\$85.00) in cash for shoe allowance is to be given by the Company to each Employee no later than October 31st of each year.

The Company shall supply to each Employee annually those uniform items required by Government contract.

Section 12.3 Insurance

Proof of Liability Insurance for all CSO actions including vehicle use for Company or USMS business shall be provided to the Union by the Company within thirty (30) days of this agreement being signed and or executed.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1 Bulletin Board

The Company shall make its best effort to provide a bulletin board for Union use for posting notices of Union meetings, elections, appointments, recreational, social affairs, and other Union business.

Section 13.2 Break Rooms

The Company will make every effort to ensure that all work sites have an Employee break room for breaks and lunch without management using the room as an office and wherein Employees may have a reasonable expectation of privacy.

Section 13.3 Lockers

The Company shall make its best effort to see that all Employees are provided a full size uniform locker at no Employee expense.

ARTICLE 14

401(K), OTHER PLANS

Section 14.1 Savings / Pension Plans

The Company shall provide and pay to administer a 401(k) Plan for all Employees. Effective 10-01-99 employee membership and contributions are strictly voluntary, with a cash-out (as permitted by IRS 401 K rules and regulations) and return for all funds contributed prior to 10-01-99 to be paid by 10-31-99. All individual contributions immediately become fully vested and owned by any such Employee who contributes funds into their respective company sponsored account. Upon termination of employment and within 30 calendar days each Employee shall receive from the Company or Company's Agents all funds they (the employee) contributed including any monetary gains from any such 401 K, Savings or Retirement Plans, Investment Group Funds etc.

Section 14.2 Fringe Benefit Plans

The Employer shall offer all Employees the voluntary opportunity to participate in any and all fringe benefit programs made freely available to any and or all Court Security Officers employed by the Company. These include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, or any other type of plan. The participation of Employees in any and all such plans is/will be strictly voluntary. The Company will not divert or cause to be diverted any employee's wages or fringe benefit amounts without first gaining the employee's voluntary written consent, except as provided in section 14.1 concerning employee 401K contributions from 04-01-99 to 09-30-99.

ARTICLE 15

TRAINING

Section 15.1 Training

The Company shall furnish time, pay, expenses and equipment (including ammunition, targets, ear protection, etc.....) for firearms training at least once each year on range and in classroom. The Company shall train all Employees on all facets of their required duties.

Section 15.2 Training Notice

The Company shall give each Employee two (2) weeks notice when the Employee shall be required to attend training on one of his/her regularly scheduled working days off. Pay shall be in accordance with Section 6.6 of this Agreement.

Section 15.3 Fitness Standards

The Company shall ensure that fitness standards are uniformly and fairly enforced among all Employees and the provisions of the "Americans With Disabilities Act" are implemented and followed.

ARTICLE 16

SAFETY

Section 16.1 Safety Policy

The Company shall provide all Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards and which meet all OSHA, Local, State and Federal Standards for work place, Employee health and safety.

Section 16.2 Equipment

The Company shall provide any and all uniforms and equipment including safety and/or foul weather equipment that may be required by Employees in the performance of their duties. Employees may take home any equipment as required or permitted by the Company or U.S. Marshals Service

Section 16.3 Dosimeter

The Company will arrange and pay for annual dosimeter badges to include their respective reading to all employees who work with or around X-RAY equipment, as allowed and permitted by USMS.

Section 16.4 Light Duty

The Company will allow employees to work light duty as may be required by a Physician or other medical health professional, if approved in writing by local USMS COTAR or other USMS authority.

ARTICLE 17

PHYSICAL EXAMINATIONS

The Company shall remit each October the amount of ninety-five dollars (\$95.00) in cash to each Employee to pay for physical examinations. Employees shall receive four (4) hours pay at the appropriate rate if the Employee is required to have his physical on his/her off duty time. Examinations shall be either with a company approved doctor or with the Employees personal physician at the Employees choice.

ARTICLE 18

SEPARABILITY OF CONTRACT

In the event that any provision of this agreement shall be declared invalid by any court of competent jurisdiction and upheld on subsequent appeals, or through government regulations or decree, such parties hereto agree to renegotiate such provision(s) of this Agreement for the purpose of making them conform to the decree or such 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 they are providing a service to the United States Government. In the event a government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regards 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 negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and all understandings and agreements reached by the parties are set forth in this Agreement.

Therefore, the Union and the Company 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 or by applicable laws.

ARTICLE 21

DURATION

This Agreement shall be effective at 00 : 01 hours on June 11, 1999. The Agreement shall remain in force until 24 : 00 hours on September 30, 2003 with the provision that should either party desire to terminate, change, or amend this Agreement or any portion thereof, it shall give written notice to the other party not less than sixty (60) nor more than seventy-five (75) calendar days prior to the expiration. When such notice is given, formal negotiations shall begin within fifteen (15) calendar days following receipt of such notice, and if no Agreement is reached, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached.

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.

DOCUMENT MUST BE SIGNED BY LOCAL 59 PRESIDENT, NEGOTIATING COMMITTEE SPOKESPERSON TO BE VALID AND ENFORCEABLE UPON LOCAL 59 AND ITS MEMBERS.

FOR:
LOCAL 59 United Government Security
Officers of America

FOR:
AKAL SECURITY

BY: (Mike Karl)
Mike Karl
TITLE: Local 59 President
DATE: June 11, 1999

BY: *Dan S. Hoken*
TITLE: SR V.P.
DATE: June 18, 1999

BY: (Stephen C. McClurkin)
Stephen C. McClurkin
TITLE: Local 59 Bargaining Spokes Person
DATE: June 11, 1999

BY:
TITLE:
DATE:

FOR:
United Government Security Officers
of America, International Union

FOR:
AKAL SECURITY

BY: *[Signature]*
TITLE: *President*
DATE: 6/23/99

BY:
TITLE:
DATE:

06-11-1999

**UGSOA LOCAL 59
NEGOTIATING COMMITTEE MEMBERS**

**STEPHEN C. McCLURKIN (Spokesperson)
THOMAS BOYD
EUGENE BOHLEN**

LOCAL 59 EXECUTIVE BOARD

**PRESIDENT—MIKE KARL
VICE PRESIDENT—JIM SHELDON
SECRETARY TREASURER—DON MURPHY**

**BUSINESS AGENT—STEPHEN McCLURKIN
STEWARD—BILL WELLS**

Akal Security, Inc.

**Shared Officer Agreement
USMS Court Security Program**

District: _____

City: _____

I, _____ acknowledge that I am being hired by Akal Security, Inc. as a "shared position" Court Security Officer. As a shared officer, I understand and agree that as part of my employment I may be called on at any time to work more than a part time schedule. As a condition of my employment, I agree that I will make myself accessible to my supervisor at the beginning of every work day whenever possible by providing a telephone number where I can be reached or other form of access. I understand that Akal will give me at least 2 (two) hours notice to report to work whenever possible. I further agree and understand that my failure to report to work when requested could result in disciplinary action.

Signed:

Witnessed:

Date: _____

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

For the United Government Security Officers of America Local #59
District of Eastern Missouri

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

The Employer shall make health and welfare benefit payments in cash to all Employees for the first forty (40) hours of any and all work weeks worked to include Holidays, Vacations, Sick Days and Personal Days in the amount of Two dollars and Fifty-Six cents (\$2.56) per hour beginning on 10-01-2001 and continuing to 09-30-2003.

United Government Security Officers
Of America Local #59

AKAL Security, Inc.

David P. Duray
Signature

Ruby Khalea
Signature

Date: 5-14-2001

Date: 05/15/01

Title: President Local #59

Title: Director of HR

Stephen C. McClun
Signature

Date: May 14 - 2001

Title: Negotiations Spokesperson