

District of Arizona
FOPSCO

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

Arizona Local of FOPSCO

July 1, 2001 - September 30, 2005

PREAMBLE

THIS AGREEMENT is made and entered into July 1, 2001 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and the Arizona Local of the FOPSCO International Union, hereinafter referred to as the "Union". All non-economic provisions of this contract shall be in effect as of July 1, 2001. All economic provisions of this contract shall be in effect as of October 1, 2001, including but not limited to compensation and fringe benefits.



ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time position and shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), Lead Court Security officers (LCSOs), and Senior Lead Court Security Officers (SLCSOs) 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 9th Judicial Circuit, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, temporarily assigned Employees, substitute Employees, and all other Employees of the Employer.

DEFINITIONS:

A full-time position Employee, for the purposes of this agreement, is defined as a single Employee filling a full-time position as designated by the contract with the USMS. A shared position Employee, for the purposes of this agreement, is defined as one of two Employees filling a shared position as designated by the contract with the USMS.

- B. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in this Agreement.
1. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, or equipment.
 2. Employees covered by this agreement shall not be required to perform janitorial services other than picking up after themselves, or keeping their assigned posts and areas reasonably tidy.

SECTION 1.2 NEGOTIATING COMMITTEE

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

SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.

- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible. The Steward will receive their regular pay if released during previously scheduled work time only.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

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

SECTION 1.5 UNION SECURITY

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

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

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

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

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

C. The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any Employee not adhering to his or her obligations hereunder. Moreover, this article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any 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 obligations under this Article, the Union shall be entitled to recoup from the Employee all of its court costs and reasonable attorney's fees directly associated with the successful judicial enforcement of the Employee's obligation, as allowed by law.

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 pendency 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 CHECKOFF

A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, or disability. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

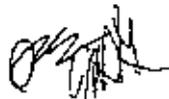
SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Seniority shall be the length of continuous service from the Employee's original date of hire as a Special Deputy U.S. Marshal Court Security Officer (CSO) for the Employer, past or present and/or predecessor Employer. Site specific seniority shall be used in applying various aspects of the Agreement, including, but not limited to, job share to full time, wages, vacation sign-up, sick leave, leaves of absence, transfers, order of lay-off and recall, and filling of vacant positions as provided for in this Agreement. For the purposes of this Agreement a site shall be defined as all worksites within a single city.
- B. No more than once each year, at the discretion of the Bargaining Unit, Employees may bid for shifts based on seniority. Shift bidding will not effect actual Post Assignments, which will be made by the Employer. Shift bidding shall not lead to Employees changing from shared time to full time status or vice versa.
- C. The Company agrees to recognize Super Seniority as defined by the NLRB as it pertains to Union officials.

SECTION 2.2 SENIORITY LISTS

Seniority lists shall be furnished by the Union to the proper Company officials within a reasonable time upon any instance creating a change in the list. The updated and current Seniority list shall be posted and maintained by the Union at the work site. Any Employees



standing on the posted Seniority list will be final unless protested in writing to the Union no later than thirty (30) calendar days after the list has been posted.

Full time and Job share Employees shall be placed on the same Seniority list for all purposes with the exception of determining seniority status regarding the change by employees from shared time and full time status or vice versa. Separate seniority lists must be maintained for both share time and full time employees ranking them by the date they entered the particular status and independent of their date of hire. The name of an employee changing status must be removed from the status list he/she is leaving voluntarily and added to the bottom of the status list he/she is going by date of occurrence.

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 BARGAINING UNIT

- A. Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall no longer be a CSO and therefore not a member of the Bargaining Unit not entitled to the benefits thereof, except in cases wherein a CSO is promoted on a temporary basis to fill a temporary opening. If he/she returns to the Bargaining Unit at a later date his/her return shall be as that of a new hire CSO for seniority purposes, however, no probationary period shall be imposed.
- B. Any CSO transferring into the Bargaining Unit from within the State of Arizona shall do so with their Seniority intact.
- C. Any CSO transferring into the Bargaining Unit from outside the State of Arizona shall be placed at the bottom of the Seniority list, with their first work day in the Bargaining Unit becoming their date of Seniority, except for purposes of vacation accrual.
- D. In no event if A., B., or C. (above in 2.4) occurs shall the Employee serve an additional probationary period.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day



period referred to in this section may be extended if the Company encounters a delay in the U.S. Marshals Service performing background checks and granting written authorization on newly hired Employees. In the event the Company extends the probation of any new hire CSO, the Company shall notify the Employee and the Union in writing prior to expiration of the probationary period. The Company can extend the Probationary period by an additional thirty (30) days. The period can be further extended by mutual agreement of the parties. Employees shall be paid at an initial pay rate for the first twelve (12) months of employment as a CSO after which their hourly rate will increase to the regular wage rate of a CSO for that year. This initial pay rate shall be:
All CSOs : \$19.14

These rates shall increase at 2.5% per year each subsequent year that this Agreement remains in effect. Lower wage rate does not apply for promotion to LCSO when someone from the bargaining unit is selected, and only applies to CSOs hired after October 1, 2001.

SECTION 2.6 TERMINATION OF SENIORITY

10/1/02 = 19.62
10/1/03 = 20.11

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 permanently revokes the Employee's credentials as a CSO;
- f) the Employee is required by the U.S. Government to be removed from working under the Employer's contract with the U.S. Government pending the revocation of credentials;
- g) the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the vacant shift will be posted for a period of not more than fifteen (15) working days and no less than ten (10) working days. Should the filling of this vacancy create a second vacancy, that vacancy shall be filled under this article as well. Any Employee who wishes to apply for the vacant shift shall do so in writing. Site-specific seniority will be honored first in filling vacancies, then Bargaining unit seniority will be honored and lastly filled by a new hire. Vacancies will also be filled by seniority as described in Article 2. This procedure for the filling of vacancies may lead to a maximum of 2 CSOs changing shifts. After 2 changes the shift that becomes vacant shall be filled by the new hire. Vacancy posting will be site specific, i.e. only Employees at the site where the vacancy occurs will be eligible. This procedure for the

filing of vacant shifts will not effect post assignments. The Employer will make the post assignments.

Vacancies of the Lead CSO position shall be site specific. The Union may provide notice of vacancies to any of its members.

Employees in the Bargaining Unit who desire to swap shifts, and such swap effects no other Employees hours or work days, shall be allowed to do so, so long as no other member with more seniority objects. Such swapping of shifts requires the pre-approval of a supervisor.

SECTION 3.1(a) BIDDING FOR FULL TIME POSITION VACANCIES BY SHARED POSITION EMPLOYEES

A vacancy in a full-time position will be posted for three (3) working days which time, shared position Employees at that site may bid for the position based on seniority. If no shared position Employees are interested in the vacant position then it will be filled by a new hire.

SECTION 3.1(b) SHARED POSITION EMPLOYEES

The Company is obligated under its contract with the USMS, to fill a designated number of shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. A 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 or called to work may result in disciplinary action.

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

SECTION 3.1(c) 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 3.2 TEMPORARY ASSIGNMENTS

- A. 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 qualifications. 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 base hourly wage available to Employees regularly assigned to the site to which they are being



transferred, or their regular hourly wage they receive at their regular site under this Agreement.

- B. Due to the changing work environment, all Employees agree to be subject to temporary assignment anywhere within the district on an as-needed basis.

SECTION 3.3 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If Employees are equally qualified, seniority will prevail.

ARTICLE 4

SECTION 4 MANAGEMENT'S RETAINED RIGHTS

SECTION 4(a)

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, Demote;
- D. Discharge, discipline, or suspend based on Article 6;
- E. Require Employees to observe reasonable Employer rules and regulations;
- F. Determine when overtime shall be worked;
- G. Determine the qualifications of an Employee to perform work.

SECTION 4(b)

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

ARTICLE 5

GRIEVANCE PROCEDURE



SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee. The Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities that the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the impact and implementation of any such change. The grievance procedure shall not be used for any action or order of removal of an Employee, from working under the contract made solely by the U.S. Government or permanent revocation of required CSO credentials by the U.S. Marshals Service.

In addition, it shall not apply to any action of the Company that is the Company's legal obligation under its contract with the U.S. Marshals Service or under Federal Acquisition Regulations. This provision is not intended to limit or prohibit the rights any party to seek relief from other parties. The term days shall not include Saturday, Sunday or holidays when used in this Article.

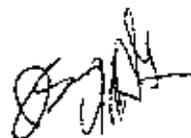
SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

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 Union shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union 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 Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. When the immediate supervisor can resolve the complaint, there shall be no requirement that the supervisor contact that Site Supervisor before issuing an answer and therefore unduly delaying the informal process. If the complaint is not satisfactorily adjusted within three (3) working days of the informational discussion, it may be submitted in writing to the Site Supervisor in accordance with Step 1.



- B. Step One: If the matter is not resolved, the grievance shall, not later than ten (10) days after the answer from the informal discussion with the immediate supervisor, be reduced to writing, setting forth the facts in detail, and specifying the Article and paragraph allegedly violated, and signed by the aggrieved Employee and the Steward (or other Union Officer) and shall be submitted to the Site Supervisor or his/her designee. The Site Supervisor shall have five (5) days from the date the grievance is presented to him/her, to return his/her 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 (1), the grievance may be appealed in writing to the Contract Manager or his/her designee no later than ten (10) days from the receipt of the denial by the Site Supervisor or his/her designee. A meeting will be held within ten (10) days from receipt of the written appeal. Other Company representatives and the grievant may attend this meeting, if so requested by the Union or the Company. The Contract Manager or his/her designee will have five (5) days from the date of the meeting to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

Any grievance involving discharge or other discipline may be commenced at Step Two (2) of this procedure, and the written grievance shall be presented to the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled may be processed to arbitration by the Union giving the Contract Manager written notice of its desire to proceed to arbitration not later than fifteen (15) days after receipt of the rejection of the grievance in Step Two (2).

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled shall be processed to pre-arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to pre-arbitration not later than fifteen (15) days after rejection of the grievance in Step 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 Union President (or designee) to meet telephonically or in person to make a final effort to settle the grievance before arbitration.
- B. Selection of an Arbitrator - If the grievance is not settled at the pre-arbitration step, then within five (5) days after an unsuccessful pre-arbitration hearing, the Union may submit a request for arbitration. Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically



to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the 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 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 borne equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step Three (3) 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

SECTION 6.1(a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause, unless the Company is directed by the U.S. Government to be remove the Employee from working under the Employer's contract with the U.S. Government, or if the Employee's credentials are denied or terminated by the USMS, or in cases of gross misconduct by the Employee. The Company's contract with the U.S. Government



sets out performance standards for 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. 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 by the Employee and may be updated by the Company each year.

SECTION 6.1(b)

It is recognized and agreed between the parties that the Company must maintain and impose high standards of performance, quality of work and discipline for Employees because of the Employee's critical role as limited Special Deputy U.S. Marshals protecting the U.S. Judicial Complex. Accordingly, it is stipulated and agreed that "just cause" is defined as the Company's determination that an Employee does not meet this high standard, so long as the Company does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation. Just cause shall include, as an example, but without being limited to:

- 1) Failure to comply with the terms of this Agreement;
- 2) Failure to comply with any work rule promulgated by the U.S. Government or the Company pursuant to its management rights, not inconsistent with this Agreement;
- 3) Engaging in misconduct or failure to follow the reasonable instructions of a manager or supervisor;
- 4) Failure to perform as required by the Company.

SECTION 6.1 (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) and 6.1(b) 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 may vary depending on the seriousness of the matter and the past record of the Employee.

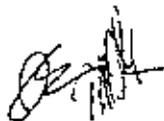
ARTICLE 7

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 basic 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

Seniority shall be used in the assignment of overtime. Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including: job share Employees, excluding: LCSOs can not do CSO overtime positions/posts except in emergency situations, when directed by the U.S. Marshals Service or judiciary, or in situations dictated by availability or personnel and amount of notice given for overtime). The Company will not permit LCSOs to work overtime assignments when there is a Bargaining Unit member available. However, if the LCSO has exhausted all other provisions of this section and there is no one available to work overtime, the LCSO may fill the position. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. The Company upon request will make overtime records available to the Union.

SECTION 7.5 REST PERIODS

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

SECTION 7.6 CALL IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay, Employees accepting work on a call in basis will be paid 'portal to portal.' An Employee properly reporting for work on a regularly scheduled work day who is sent home due to closure of the work site will receive a minimum of four (4) paid hours.



ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

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

SECTION 8.2 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. The employer will endeavor to establish a direct deposit of salaries to the prescribed bank accounts of any CSO wishing to enroll.

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. An error of more than eight (8) hours pay shall be corrected within seventy-two (72) hours.

SECTION 8.4 LEAD CSO RATES

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

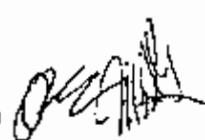
ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

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

New Years Day	Columbus Day
Martin Luther King Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day after Thanksgiving
Labor Day	Other Days Designated in writing by Employer



SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. The Employee will not be paid holiday pay if the Employee is laid off, or on an unpaid leave of absence on the working day before and after the day that the holiday occurs.
- B. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- C. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in B. above.
- D. 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 was paid during the two (2) week pay period in which the holiday occurs.
- E. 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 was paid during the two (2) week pay period in which the holiday occurs.
- F. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- G. Any Employee having to work on a designated holiday provided for in this contract or that has been declared a holiday by powers in authority to so declare, shall be paid regular pay for that day, plus an additional eight (8) hours of pay for the same day. At the Employee's option they may be eligible for a day off, if requested and approved by the Supervisor at their sole discretion, without pay insofar as a replacement for that Employee works so that the company (contractor) suffers no monetary loss or fine from the provider, the United States Marshals Service (USMS).

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under the Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer or predecessor employers as defined by the Service Contract Act (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 1 year of service:	80 hours
Upon completion of 5 years of service:	120 hours
Upon completion of 10 years of service:	160 hours
Upon completion of 15 years of service:	200 hours



SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: their individual hourly, the number of hours the employee was 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

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. The assignment and approval of vacations is exclusively reserved for the Employer in order to ensure the efficient, continuous operation of the customer's facilities.

SECTION 10.4 PAY OPTIONS

Earned vacation pay shall be paid on the payday 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.

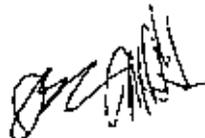
SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act.

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



Consistent with Employer approval, efficiency, and economy of operations, Employees who have completed one or more years of service may take their vacation in segments of less than one (1) week each.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

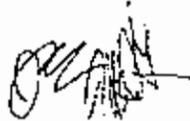
Personal leaves of absence not to exceed ninety (90) calendar days may be granted with the direct prior permission of the Site Supervisor and at the sole discretion of the Employer without loss of seniority to the Employee.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. The Employee will be required to use accrued vacation or personal leave time in full 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.
- E. An unpaid sick leave requires a doctor's proof of illness. The Employer may require a physician's note after three (3) days of unpaid sick leave. The Employee may not return to work without a physicians note if required. Failure to provide such documentation may also result in disciplinary action.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the



time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.4 UNION LEAVE

The Union agrees to provide the Company with at least thirty (30) days notice of meeting dates. A Union officer or delegate will be granted a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to FOPSCO. The maximum number of days given for Union leave is not to exceed five (5) days per contract year and the maximum number of Union officers or delegates to be granted a leave of absence is not to exceed two (2) per site. However, for a site with fifteen (15) or fewer Employees the maximum number of Union officers or delegates to be granted a leave of absence is not to exceed one (1). The parties agree that the unique size and distance between work locations and demographics of this bargaining unit from time to time will require a shorter notice for meetings. Therefore, no reasonable request for union leave will be denied when a thirty (30) day notice can not be provided.

SECTION 11.5 JURY SERVICE

Any Employee called for jury service shall be compensated for up to ten (10) days of their regular rate of pay for days spent in jury duty. The company reserves the right to request written notice that the Employee has served. Transportation fees are not reimbursable to the Employee. An Employee shall inform the Company immediately upon receiving a notice to report for jury duty. The Company reserves the right to request exemption.

Any Employee called as a witness to a crime of the facility shall be compensated for all time lost.

Shared position Employees will receive half (1/2) of this benefit at the time of the Jury Duty and any additional prorated portion at the end of the contract year.

SECTION 11.6 FUNERAL LEAVE

When it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to three (3) days paid leave of absence at his/her regular rate of pay. When a death in the immediate family occurs among a member of the immediate family who resided out of state, the Employee shall be entitled to five (5) days paid leave of absence at his/her regular rate of pay.

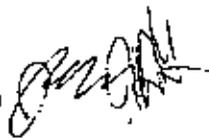
Immediate family is defined to mean an Employee's: father, mother, spouse, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

The company agrees to recognize an Employee's domestic partner as immediate family.

The Company may require proof of the death(s) for which an Employee requests a paid leave.

SECTION 11.7 FAMILY MEDICAL LEAVE ACT

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



SECTION 11.8 PERSONAL LEAVE

Each Employee shall be entitled to nine (9) days of paid personal/sick leave per full contract year, all days made available each October 1st. A total of eight (8) hours of personal days may be used in two (2) hour increments. Any Employee whose employment ends during the year shall have any personal days pro-rated based on the portion of the year that they were employed, and the appropriate amount added to or deducted from their final paycheck. Shared position Employees will be eligible for half (1/2) the personal/sick leave during the contract year, with their final entitlement pro-rated at year-end based on the number of hours the employee was paid during that October 1st to September 30th (contract year) period. Of the nine (9) personal/sick days entitlement, six (6) days shall be considered personal days and may be used by the Employee by giving their Supervisor seven (7) days written notice and receiving prior approval from the Supervisor, or in cases of personal emergencies (which may require that verification of the emergency be provided to the Supervisor). This approval shall not be unreasonably withheld if the Employer believes it has adequate reserve staffing to meet its contract staffing requirements. Any unused portion of these six (6) personal days will be cashed out at the end of the contract year. Three (3) of the nine (9) days shall be considered as paid sick days, and may be used by the Employee in any case of extended medical leave (verified by written doctor directive prohibiting work attendance and describing medical condition) that prevents the Employee from working six (6) consecutive scheduled work days. After the six (6) day verified absence, the Employee may claim and be paid for up to three (3) sick days. Any unused portion of these three (3) sick days shall not be cashed out at the end of the contract year, and shall not be carried over to future years.

SECTION 11.9 LEAVE WITHOUT PAY (LWOP)

Ordinarily, unpaid leave may be used only in cases of personal emergency. Employees may request LWOP for non-emergency needs by submitting a written request to the Supervisor for approval. The Company may approve or deny LWOP at its sole discretion.

SECTION 11.10 GENERAL PROVISIONS

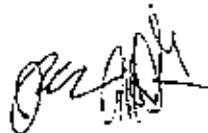
Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 2 of this Agreement.

SECTION 11.11 PROCESSING LEAVE OF ABSENCE

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

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

- The reason for such leave
- The effective date of such leave
- The estimated date of return to work



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

If the request for the leave of absence is approved, a copy of the approved leave of absence will be given to the requesting Employee.

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

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Employees on all hours paid up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

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

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour the employee is paid, up to 40 hours per week, for uniform maintenance as described in Appendix A. A shoe allowance of \$60 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 Company will provide a bulletin board which will be used by the Union for posting notices of meetings, elections, appointments, recreational, and social affairs, and other Union notices.

SECTION 13.2 PHYSICAL EXAMINATIONS



A medical exam(s) is required by the US Government contract with the Employer for all Employees. All Employees agree to take the exam(s) designated by the Government, and any exams required by the Contractor to evaluate specific concerns about Employee performance, as a condition of employment. Exams will be conducted by a physician designated by the Employer and approved by the Government. Any refusal to take the exam(s) shall constitute just cause for removal from employment as a CSO. The US Government sets forth specific medical standards for all Employees to meet as a condition of employment (attached as Addendum #2)). These standards are subject to modification by the Government at any time. Should the Government inform the Employer that any Employee fails to meet the medical standards or is determined to be medically unqualified and order that Employee removed from employment as a CSO, that removal shall be carried out. The Employee shall have a right of appeal to the Government and the removal shall not be final until a final decision on the appeal is rendered by the Government. This Government order of removal for failure to meet medical standards and the Employer's compliance with it shall not be subject to grievance under this Agreement. All required medical exams shall be paid for by the Employer.

SECTION 13.3 FIREARMS QUALIFICATION

The Company shall provide to the Employees either transportation from the work-site to/from the qualification site or will reimburse Employees who use their personal vehicles. The Company shall pay for time spent traveling and qualifying, in accordance with the regulations of the Federal Travel Regulations. The employer must provide funds to the employee for payment of all range expenses prior to their incurrence.

The site selected for firearms qualifications shall meet all applicable safety and health standards.

SECTION 13.4 TRAVEL EXPENSES

The Company will provide travel expenses up-front if requested by an Employee with adequate advance notice. Any hours to include travel over twelve (12) hours, will require the Employee to stay overnight and the appropriate per-diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 6 of this Agreement. Employees will be reimbursed for all expenditures of any travel within twenty (20) days from the day the Employee submits a travel voucher to the Company. The employer will endeavor to provide direct billing where lodging is feasible. The company will make its best efforts to distribute travel assignments equitably.

SECTION 13.5 BREAK ROOM

The Company will make its best effort to obtain, from the U.S. Government, a break room adequate enough to accommodate all CSOs, their equipment, lockers, and lunch table with chairs for the CSOs for breaks and lunch without supervisors using the room as an office, and will make its best effort to have the U.S. Government equip the room with water.

SECTION 13.6 LOCKERS



June 1 - 30	24 hours	12 hours
July 1 - 31	18 hours	9 hours
August 1 - 31	12 hours	6 hours
September 1 - 30	6 hours	3 hours

- A. Each full-time Employee shall be eligible to use a maximum of nine (9) days personal leave at the beginning of each 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based on the above Personal/Sick Leave Table.
- B. Personal leave may be taken in not less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor or District Supervisor.
- C. Shared position Employees will receive one-half the full time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1040 hours) will receive additional prorated personal leave based on the number of hours the Employee was paid during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of hours the Employee was paid during that contract year. If the Employee has used more personal leave than he/she earned based upon time paid on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

All other provisions, terms and conditions of the Agreement, except as provided herein, shall continue in full force and effect.

FEDERATION OF POLICE, SECURITY,
AND CORRECTION OFFICERS
DISTRICT OF ARIZONA

AKAL SECURITY, INC.

Howard E. [Signature]

[Signature]

By: 03/03/04

By: 3/3/04
District, Howard [Signature]