

District of Oregon  
FOPSCO

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**Oregon Local of FOPSCO**

**May 31, 2001 - September 30, 2005**

PREAMBLE

THIS AGREEMENT is made and entered into May 31, 2001 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and the duly elected Organization of the Employees, hereinafter referred to as the "Union". All non-economic provisions of this contract shall be in effect as of May 31, 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), and Lead Court Security officers (LCSOs) assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the 9<sup>th</sup> 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.

#### 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.

#### 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, 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. Therefore, although there are technically three (3) separate sites in Portland, it will be considered as one (1) site.
- 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.

#### 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

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, now probationary period shall be imposed.

Any CSO transferring into the Bargaining Unit from within the District of Oregon shall do so with their Seniority intact.

Any CSO transferring into the Bargaining Unit from outside the District of Oregon 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.

In no event if A., B., or C. 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. This initial pay rate shall be:

Portland-	CSO: \$18.50	LCSO: \$19.25
Eugene-	CSO: \$18.50	LCSO: \$19.25
Medford-	CSO: \$18.50	LCSO: \$19.25

10/1/02 =	18.96	19.73
10/1/03 =	19.43	20.22

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.

#### SECTION 2.6 TERMINATION OF SENIORITY

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

- a) the Employee quits or retires;

- b) the Employee is discharged;
- c) a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e) the U.S. Government 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. Vacancies will 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 filling 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.

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(e) 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. The U.S. Government specific guidelines for the job duties and qualifications of Lead CSOs will be made available to the union upon request.

## **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 by the U.S. Government without any involvement of the Company, 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. Both parties agree that the Employee will first discuss his/her complaint with his/her immediate supervisor. 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 base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

##### **SECTION 7.3 OVERTIME REQUIREMENT**

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

##### **SECTION 7.4 OVERTIME DISTRIBUTION**

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. 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.

##### **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.

##### **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. If a CSO is promoted to LCSO they will not incur any loss of pay as a result of the change.

## 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	Employee's Birthday
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 worked 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 worked 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 Employees 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 worked in the previous year, and the Employee's anniversary date.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in 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 with two (2) or more weeks vacation may take their vacation in segments of less than one (1) week each.

### **ARTICLE II**

#### **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 physician's 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).

### **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.

#### **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 1<sup>st</sup>. 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 worked during that October 1<sup>st</sup> to September 30<sup>th</sup> (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.

## **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 worked, 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 all time spent qualifying.  
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.

#### **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**

The Company will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs so at the least each CSO will have their own locker.

#### **SECTION 13.7 TRAINING**

The Company will make its best effort to implement its advanced CSO Training program to enhance the professional capabilities of the Employees.

### **ARTICLE 14**

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

##### **SECTION 14.1 401 (k) PLAN**

The Company shall provide a 401(k) plan to which Court Security Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company may deposit the Health & Welfare payment to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. However, the Company agrees to direct 401 (k) Employee contributions to the Union's 401 (k) plan once and if it is implemented and every participating employee in the local directs the Company to do so. No local will be eligible for both the Employer's 401 (k) plan and the Union's 401 (k) plan. All Employees will be eligible for a single 401 (k) plan.

### **ARTICLE 15**

#### **SAFETY**

##### **SECTION 15.1 SAFETY POLICY**

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

#### **SECTION 15.2 OSHA STANDARDS /WISHA (Washington State Only)**

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

### **ARTICLE 16**

#### **CONTINUITY OF OPERATIONS**

##### **SECTION 16.1 NO STRIKES**

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

##### **SECTION 16.2 LOCKOUTS**

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

## ARTICLE 17

### SEPARABILITY OF CONTRACT

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

## ARTICLE 18

### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

It is the right of the U.S. Government under its Contract with the Employer and as the responsible party for the security of all U.S. Judicial facilities to issue security directives concerning any aspect of the work of the CSOs. The Employer is legally obligated to comply with those directives. Employees agree to comply with all such security directives issued by the U.S. Government.

## ARTICLE 19

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the 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.

## ARTICLE 20

### DURATION

This Agreement shall be effective upon its execution by both parties, and supersedes any and all prior agreements or understandings between the parties. The Agreement shall remain in force until 2400 hours on September 30, 2005, with the provision that should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: Federation of Police, Security and  
Corrections Officers, Oregon Local

BY: Donald J. Connor

TITLE: President

DATE: June 15, 01

FOR: Federation of Police, Security and  
Corrections Officers, International President

BY: Howard E. Johnson

TITLE: President

DATE: 06/23/01

FOR: Akal Security, Inc.

BY: Diana K. Hester

TITLE: SR VP

DATE: 5/25/01

APPENDIX "A"

WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 2001 for the Employees in the 9<sup>th</sup> Circuit for the State of Oregon, Portland District, Oregon Local of FOPSCO.

**A. Base Wages & Benefits:**

(1) Effective October 1, 2001:

	<u>Portland</u>	<u>Medford</u>	<u>Eugene</u>
a) Court Security Officers:	\$19.92	\$19.92	\$19.92
b) Lead Court Security Officer:	\$21.71	\$21.71	\$21.71
c) Senior LCSO:	\$22.46	N/A	N/A
d) Health & Welfare Allowance: *	\$2.03	\$2.03	\$2.03
e) Uniform Allowance:	\$0.20	\$0.20	\$0.20
f) Pension:	\$0.55	\$0.55	\$0.55

(2) Effective October 1, 2002:

	<u>Portland</u>	<u>Medford</u>	<u>Eugene</u>
a) Court Security Officers:	\$20.42	\$20.42	\$20.42
b) Lead Court Security Officer:	\$22.25	\$22.25	\$22.25
c) Senior LCSO:	\$23.00	N/A	N/A
d) Health & Welfare Allowance: *	\$2.13	\$2.13	\$2.13
e) Uniform Allowance:	\$0.20	\$0.20	\$0.20
f) Pension:	\$0.55	\$0.55	\$0.55

(3) Effective October 1, 2003:

	<u>Portland</u>	<u>Medford</u>	<u>Eugene</u>
a) Court Security Officers:	\$20.93	\$20.93	\$20.93
b) Lead Court Security Officer:	\$22.81	\$22.81	\$22.81
c) Senior LCSO:	\$23.56	N/A	N/A
d) Health & Welfare Allowance: *	\$2.24	\$2.24	\$2.24
e) Uniform Allowance:	\$0.20	\$0.20	\$0.20
f) Pension:	\$0.55	\$0.55	\$0.55

**WAGE SCHEDULE**  
**(Continued)**

(4) Effective October 1, 2004:

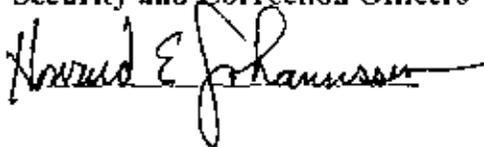
	<u>Portland</u>	<u>Medford</u>	<u>Eugene</u>
a) Court Security Officers:	\$21.45	\$21.45	\$21.45
b) Lead Court Security Officer:	\$23.38	\$23.38	\$23.38
c) Senior LCSO:	\$24.13	N/A	N/A
d) Health & Welfare Allowance: *	\$2.35	\$2.35	\$2.35
e) Uniform Allowance:	\$0.20	\$0.20	\$0.20
f) Pension:	\$0.55	\$0.55	\$0.55

**B. Shift Differential:**

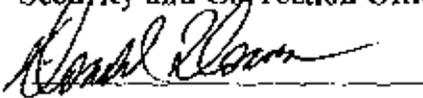
Employees assigned to work between the hours of 1800 (6:00PM) to 0600 (6:00AM) shall receive an additional 5% of their base hourly rate.

\*Employees can choose to join the Company Health Plan.

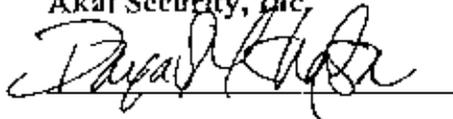
**International Office, Federation of Police,  
Security and Correction Officers**

  
Howard E. Johansson

**Oregon Local, Federation of Police,  
Security and Correction Officers**

  
Howard E. Johansson

**Akal Security, Inc.**

  
David K. Hester

**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 short notice to work more than a part time schedule. The purpose of the shared position is to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. I understand that Akal will give me the maximum possible notice for schedule changes. I further agree and understand that my failure to report to work when requested and when available may result in disciplinary action.

Signed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

**C-8 MINIMUM MEDICAL STANDARDS**

- (a) The medical condition of the CSO workforce is critical to the overall safety of the judiciary. To ensure that each CSO is medically qualified to perform in a CSO capacity, all prospective contract CSO employees shall undergo and pass the required USMS pre-employment medical examination. In addition, all contract CSO employees must undergo and pass an annual reexamination during the life of the contract. CSO employees removed from duty as a result of injury, illness, suspension, or resignation may also be required to obtain a medical examination before resuming a CSO position. Under such circumstances, the cost to conduct a follow-up examination shall be borne by the Contractor. The Contractor shall ensure that all posts are covered during extended medical absences.
- (b) At any point during the performance of this contract, the Government reserves the right to delete the requirement that the contractor provide pre-employment and annual medical exams and have the services provided by the Government, as opposed to the Contractor. If the government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to Category Four costs including associated overhead, general and administrative costs and profit.
- (c) All incumbent Court Security Officer personnel hired by December 31, 2000, must fully meet the health certification requirements listed in the Certificate of Medical Examination for Court Security Officer, Form USM 229A, Attachment 2F(2), and the standards listed below. All other Court Security Officer personnel hired on or after January 1, 2001, must meet the required medical standards outlined in the Certificate of Medical Examination for Court Security Officer, Form USM 229, Attachment 2F(1), as well as, the standards indicated below. No CSO employee shall be allowed to perform services under the CSO program until this certificate has been submitted to and approved by the Judicial Protective Services Program. Failure

to meet any one of the required medical and/or physical qualifications will disqualify any employee for appointment or continuation under the contract. If a CSO fails to meet the medical and/or physical standards upon reexamination, the CSO shall be relieved of duties until the problem is corrected or the employee is officially removed from the CSO Program. If relieved for medical reasons, the Government shall not be liable to pay for hours unworked during illness. Contractor employees found to have a correctable condition may be eligible for reappointment when the disqualifying condition is satisfactorily corrected or eliminated. The Contractor shall ensure that CSO employees comply with the USMS Medical Officer's request for follow-up or clarifying information regarding treatment measures. All requests from the USMS Medical Officer for additional information must be responded to within thirty days from the date of the request, unless a specific written extension is authorized by Judicial Protective Services. Failure to provide the requested information to the USMS Medical Officer could result in a determination of medical disqualification.

- (1) Vision - Corrected distant visual acuity must be 20/30 or better, as measured with both eyes viewing (binocular). Corrected distant visual acuity must be 20/125 or better in the worst eye. Ability to distinguish basic colors, as well as, shades of color is required as is normal peripheral vision.
- (2) Hearing - Using an audiometer for measurement, testing each ear separately, there should be no loss greater than 30 decibels at 500, 1000, 2000, 3000 and 4000 Hz, no loss greater than 40 decibels at 3000 Hz, and no loss greater than 50 decibels at 4000 Hz. The use of a hearing aid is permitted. However, additional testing will be required to determine if the standards can be met.
- (3) Cardiovascular System - Any condition which significantly interferes with heart function may be disqualifying. Examples of conditions which may be disqualifying are hypertension with repeated readings which exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition which significantly interferes with breathing capacity may be disqualifying.
- (5) Gastrointestinal System - Any disease or condition that requires rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
  - (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
  - (8) Nervous System - Dysfunction of the central and peripheral nervous system which significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
  - (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
  - (10) Speech - Permanent and significant conditions which results in indistinct speech may be disqualifying.
  - (11) Extremity's & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
  - (12) Miscellaneous - Though not mentioned specifically above, any other disease or condition which interferes with the full performance of position duties may be disqualifying.
- (d) The Government reserves the right to incorporate revised medical qualifications at a later date.

WVI - Madison

Arizona

Oregon

UWA - Tacoma

SGA - Savannah  
Brunswick

# LETTER OF UNDERSTANDING

## Side Bar to the Collective Bargaining Agreement.

### FY 2002 TEMPORARY CSOS

This confirms our understanding as follows: In districts where the CSOs carry Glock semiautomatic weapons, the US Marshals Service has established that permanent CSOs may only assume the temporary CSO positions if they successfully qualify with the .38 caliber weapon. A permanent CSO who would like to assume a temporary CSO position does so at his or her own discretion. This additional qualification in order to be qualified for the temporary position is not required by the Government and is not a job requirement. Therefore Akal Security is not responsible for ensuring that the CSOs who wish to make this transition qualify on the .38 caliber weapon.

The permanent CSOs who wish to assume temporary CSO positions may perform the .38 caliber weapons qualification on their own time, and are not entitled to and will not seek wages or benefits from Akal for this time. Akal will pay for the costs of ammunition, range fees and rangemaster costs. Any other charges will be borne by the employee of the union.

Akal Security Incorporated

*[Signature]*  
Dev Europratsa  
Corporate Operations Officer

7/17/02

Federation of Police, Security and  
Corrections Officers- AFSPA

*[Signature]*  
Mary Jo Mancini, Secretary/Treasurer  
for David Johnson

All Federation of Police, Security and  
Corrections Officers Locals, Employed by  
Akal Security

*[Signature]*  
Mary Jo Mancini for  
TOPSCO Locals

### LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement  
Agreement between Akal Security and FOPSCO, Oregon Local

Shift Bidding.

1. Shift Bidding will continue to regularly occur, with this one exception, as outlined in Section 2.1B of the CBA.
2. Due to the circumstance that the Pioneer Courthouse is closing effective April 18, 2003, and that the CSOs working there will be moving to the Bankruptcy and Hatfield Courthouses, an additional shift bid will occur during the week of April 14-18, 2003.
3. The shift bid during the week of April 14-18, 2003 will keep with the rules of seniority, as outlined in Section 2.1 of the CBA.

FOR: FOPSCO, Oregon Local

FOR: Akal Security, Inc.

BY: *Dr. DeShonnes*

BY: *Janet Gunn*

TITLE: *PRESIDENT*

TITLE: *Director, HR*

DATE: *4-14-03*

DATE: *4/14/03*

*Janet Gunn*

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
AKAL SECURITY, INC.  
AND THE  
FEDERATION OF POLICE, SECURITY, AND CORRECTIONS  
OFFICERS - AFSPA  
DISTRICT OF OREGON**

In compliance with the USMS Contract MS-01-D-0002 Modification M061 dated December 24, 2003, which resulted from the 9<sup>th</sup> Circuit court decision in "International UGSOA vs Elaine L. Chao et al.," the following Amendment is made to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the Federation of Police, Security, and Corrections Officers ("Union"). The Agreement is amended as follows:

**SECTION 2.5 PROBATIONARY EMPLOYEES**

Delete the last 8 lines of this section starting from " Employees shall be paid...."

**SECTION 9.1 HOLIDAYS**

Section 9.1 of the Agreement shall now include the additional holiday of "Good Friday" added to the list of holidays contained therein.

**SECTION 11.8 PERSONAL/SICK LEAVE**

Section 11.8 of the Akal Security, Inc./FOPSCO contract shall read:

**PERSONAL / SICK LEAVE TABLE**

START DATE	RATE OF PERSONAL/SICK LEAVE ELIGIBLE TO USE	
	FULL-TIME	SHARED POSITION
Date Employee begins working on the contract, based on an October 1 contract start date.		
October 1 - 31	72 hours	36 hours
November 1 - 30	66 hours	33 hours
December 1 - 31	60 hours	30 hours
January 1 - 31	54 hours	27 hours
February 1 - 29	48 hours	24 hours
March 1 - 31	42 hours	21 hours

April 1 - 30	36 hours	18 hours
May 1 - 31	30 hours	15 hours
June 1 - 30	24 hours	12 hours
July 1 - 31	18 hours	9 hours
August 1 - 31	12 hours	6 hours
September 1 - 30	6 hours	3 hours

- 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.

3. CSO Wages for the time period of October 1, 2003 to September 30, 2004 shall be \$21.09.
4. Lead CSO Wage for the time period of October 1, 2003 to September 30, 2004 shall be \$22.84.
5. Senior Lead CSO Wage for the time period of October 1, 2003 to September 30, 2004 shall be \$23.84.

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 CORRECTIONS OFFICERS - AFSPA  
DISTRICT OF OREGON

AKAL SECURITY, INC.

By: Howard E. [Signature]  
Date: 03/03/04

[Signature]  
By: Director, Thomas [Signature]  
Date: 3/3/04