

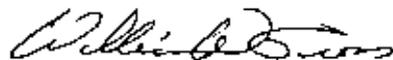
APPLICABLE DEPARTMENT OF LABOR  
WAGE DETERMINATIONS AND  
COLLECTIVE BARGAINING AGREEMENTS

**2<sup>ND</sup> JUDICIAL CIRCUIT**

<b>2<sup>nd</sup> Circuit</b>					
<b>State</b>	<b>City</b>	<b>County</b>	<b>Wage Det.</b>	<b>Date</b>	<b>Unions</b>
Connecticut	Hartford	Hartford	99-0220 (Rev 1)	5/24/00	Association Of Court Security Officer of Connecticut
Connecticut	Bridgeport	Fairfield	99-0220 (Rev 1)	5/24/00	Association Of Court Security Officer of Connecticut
Connecticut	New Haven	New Haven	99-0220 (Rev 1)	5/24/00	Association Of Court Security Officer of Connecticut
Connecticut	Waterbury	New Haven	99-0220 (Rev 1)	5/24/00	Association Of Court Security Officer of Connecticut
Northern NY	Albany	Albany	99-0231 (Rev 1)	5/24/00	Independent Union of Court Security Officers for Northern District NY
Northern NY	Syracuse	Onondaga	99-0231 (Rev 1)	5/24/00	Independent Union of Court Security Officers for Northern District NY
Northern NY	Utica	Oneida	99-0231 (Rev 1)	5/24/00	Independent Union of Court Security Officers for Northern District NY
Northern NY	Binghamton	Broome	99-0231 (Rev 1)	5/24/00	Independent Union of Court Security Officers for Northern District NY
Eastern NY	Brooklyn	Kings	2002-34(1)	1/29/02	United Government Security Officers of America Local #119
Eastern NY	Central Islip	Suffolk	99-0218 (Rev 1)	9/22/99	Association of Court Security Officers of New York (Eastern District of New York)
Western NY	Buffalo	Erie	2001-0345 (Rev 1)	9/7/01	Fraternal Order of Court Security Officers
Western NY	Rochester	Monroe	2001-0345 (Rev 1)	9/7/01	Fraternal Order of Court Security Officers
Southern NY	New York	Kings	2002-34(1)	1/29/02	United States Court Security Officers Southern District of NY
Southern NY	White Plains	Westchester	2002-34(1)	1/29/02	United States Court Security Officers Southern District of NY
Southern NY	Poughkeepsie	Dutchess	2002-34(1)	1/29/02	United States Court Security Officers Southern District of NY
Vermont	Burlington	Chittenden	2001-0346 (Rev 1)	9/7/01	Vermont Federal Court Security Officers Association
Vermont	Rutland	Rutland	2001-0346 (Rev 1)	9/7/01	Vermont Federal Court Security Officers Association
Vermont	Brattleboro	Windham	2001-0346 (Rev 1)	9/7/01	Vermont Federal Court Security Officers Association

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1999-0220  
Revision No.: 1  
Date of Last Revision: 05/24/2000

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State: Connecticut

Area: Connecticut Counties of Fairfield, Hartford, New Haven

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Employed on U.S. Marshals contracts for court security services.

Collective Bargaining Agreement between Akal Security, Inc. and Association of Court Security Officers of Connecticut effective October 1, 1998 through September 30, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



## **SECURITY**

### **United States Marshals Service CSO Performance Standards**

To: All CSOs, SSOs, Lead CSOs, Site Supervisors and Contract Managers

Please read the CSO Performance Standards as set forth by the United States Marshals Service. This is required reading for all Akal personnel employed under USMS contracts.

Be advised that Akal Security is obligated, as stated below, to enforce disciplinary action up to and including removal from the CSO program if necessary, for any CSO, SSO, Lead, Site Supervisor or Contract Manager who fails to meet any of these performance standards. If you have any questions or need further information, please contact the Department of Human Resources at the Akal corporate office (1-888-325-2527).

(a) **General:**

The integrity of the US Courts and the USMS is dependent upon the conduct of individual CSOs. A minimum standard of performance is set forth below to provide guidance for CSOs in maintaining suitability to perform court security services within the Court Security Program.

(b) **Responsibilities:**

- (1) Each CSO shall be required to adhere to the standards of conduct set forth below.
- (2) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall ensure that each of its employees adhere to the Standards of Conduct (set forth below) and meet all applicable health and fitness requirements. The Contractor shall also be responsible for taking such disciplinary action as necessary when its employees fail to meet such contract standards of requirements. Failure to do so constitutes Contractor nonperformance.

(c) **Performance Standards:**

All personnel required to perform on this contract shall comply with the following performance standards:

- (1) Be courteous and demonstrate good manners toward the judiciary, court employees and the general public.
- (2) Maintain a respectful and helpful attitude in all endeavors.
- (3) Maintain a neat, clean and businesslike appearance and comply with CSO dress standards while on duty.
- (4) Report to work physically fit and mentally alert. Personnel feeling otherwise will make appropriate notification to the appropriate supervisor and request necessary relief or instructions.
- (5) Report any circumstances which may adversely affect performance on a particular assignment to their supervisor, prior to the assignment.
- (6) If the CSO should be detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation, they must report this to the appropriate supervisor,

no later than the next working day. The supervisor will immediately report the incident to the Contract Manager, the COTR, and the Chief, Court Security Program, JSI.

(7) Ensure that weapons are concealed from view when not in use. Weapons shall not be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or members of the general public. Ensure that weapons are secured in a safe place to prevent theft.

(8) Not engage in any discussion concerning Government matters, policies, grievances, or personalities and financial, personal, or family matters with jury members, prisoners, witnesses, protected persons, family members, the public or any known associate of the above. Not entertain, socialize, or enter into business agreements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons or family members and friends of the above.

(9) Not accept or solicit gifts, favors, or bribes in connection with official duties.

(10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).

(11) Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.

(12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not gamble or unlawfully bet or promote gambling on government owned or leased premises.

(13) Not disclose any official information, except to the COTR, or other officials having a need to know, or make any news or press releases without the express permission of the Contracting Officer or the COTR. This does not prohibit protected whistle blowing activities or protected union activities.

(14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.

(15) Comply with applicable laws while performing official duties.

(16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.

(17) Not discriminate against or sexually harass an employee or applicant for employment or engage in any prohibited personnel practices.

(18) Ensure that financial obligations are met.

(19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.

(20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others serving on behalf of the USMS.

(21) Refrain from any activity which would adversely affect the reputation of the US Courts, Department of Justice, or the USMS.

(22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This does not apply to immediate family members so long as you have notified the US Marshal and Chief, Court Security Program JSI of their status.

(23) Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants to excess or non-prescribed drugs. Except in an official capacity, neither possess nor use illegal drugs. Abstain from the consumption or possession of alcoholic beverages while on duty. Do not report for duty or work under any condition which impairs the ability to perform as expected.

(24) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers and Government employees.

(25) Not operate a Government vehicle, or any other vehicle while on Government business, in an improper manner or under the influence of intoxicants or drugs.

(26) Not misuse official authority, credentials, communications equipment, or weapon(s).

(27) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.

- (28) Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or management officials.
- (29) Not violate security procedures or regulations.
- (30) Not close or desert any post prior to scheduled closure unless directed to do so or permission is received from the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.
- (31) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.
- (32) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.
- (33) Do not possess, use, lose, damage, or otherwise take government property or the property of others without authorization of the COTR.
- (34) If assigned to conduct investigations or interviews, do so in an impartial, objective, and businesslike manner to insure fairness, both to the individual being investigated and to the USMS. When conducting investigations or interviews, employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.
- (35) Refrain from surreptitiously recording conversations between government, law enforcement or contractor employees.
- (36) Conduct only official business on Government property.
- (37) Refrain from neglecting duties. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
- (38) Refrain from use of abusive or offensive language, quarreling, and intimidation by words, actions, fighting and participation in disruptive activities which interfere with normal and efficient Government operations.
- (39) Respect the offices of judges and other court officers. CSOs must not disturb papers on desks, open desks drawers or cabinets, or use Government telephones and equipment, except as authorized.

AKAL SECURITY, INC.

SHARED OFFICER AGREEMENT  
USMS Court Security Program

District: \_\_\_\_\_

City: \_\_\_\_\_

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

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

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

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

ASSOCIATION OF COURT SECURITY OFFICERS/CT  
87 Colonial Drive  
No. Branford, CT 06471

April 5, 1999

AKAL Security, Incorporated  
Rt 3 Box 13788  
Española, NM 87532

Re: AKAL/ACSO/CT  
CT - CBA

Gentlemen:

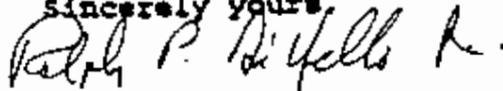
This letter is intended to express our agreement with regard to two issues that have been addressed in the collective bargaining agreement between us covering the period from October 1, 1998 through September 30, 2003. (Ct-CBA)

First: Upon written request from ACSO/CT to AKAL, you will provide ACSO/CT with copies of union security provisions contained in any CBA you have covering CSO's in the Second Circuit. ACSO/CT shall have the option of substituting any such provision in place of the union security provision now contained in the CT-CBA.

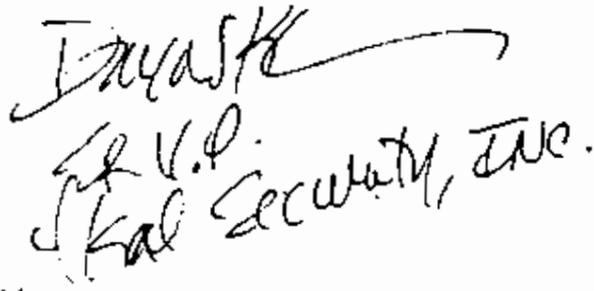
Second: If at any time during the term of CT-CBA, the U.S.D.O.L. should increase the amounts allowable for health and welfare payments to CSO's under contracts between the USMS and contractors such as AKAL over and above the amounts set forth in CT-CBA, then upon written request to you from ACSO/CT the parties shall meet to renegotiate the health and welfare allowances to bring them in line with the U.S.D.O.L. provisions.

If you are in agreement with the contents of this letter please sign and return one copy to me.

Sincerely yours,



Ralph P. DiNello, Jr.  
President



Jay Stark  
AKAL Security, Inc.

CT

Collective Bargaining Agreement  
Between

AKAL SECURITY, INCORPORATED

and the

ASSOCIATION OF COURT SECURITY OFFICERS  
OF CONNECTICUT

Second Circuit

October 1, 1998 to September 30, 2003

## PREAMBLE

THIS AGREEMENT is made and entered into on April 14, 1999, by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and ASSOCIATION OF COURT SECURITY OFFICERS OF CONNECTICUT, the duly elected representative of the employees, hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect as of October 1, 1998. All economic provisions of this contract shall be in effect as of 11:45 p.m. on September 30, 1999, including, but not limited to compensation and fringe benefits.

## ARTICLE I

### 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, and all other terms and conditions of employment for United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), lead court security officers 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 Connecticut, excluding all managers, supervisors as defined by the NLRB, office and/or clerical employees, temporarily assigned employees and substitute employees and all other employees of the Employer.

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 STEWARD SYSTEM**

The Company agrees to recognize a steward system. 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.

If the Employee requests, the Company will call for a steward prior to any disciplinary action taken whether it be written or verbal. The supervisor at the request of the Employee will release the steward as soon as possible. The Company will not be responsible for paying the steward for time spent in this regard.

## **SECTION 1.3 MANAGERS AND SALARIED PERSONNEL**

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

## **SECTION 1.4 UNION SECURITY AND DUES CHECK-OFF**

**A. UNION SECURITY** - All employees shall be required to become and remain members of the Union on and after the 30th day following the beginning of employment, or the 30th day following the execution of this agreement, whichever ever is later, as set forth in 8(a)(3) of the NLRA.

**B. DUES CHECK-OFF** - The Company agrees to deduct from the first-paycheck of each month the monthly dues from each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the amount of the Union membership dues.

The Company will remit all such deductions to the Treasurer of the Union within 72 hours from the date the deduction was made. The Company shall furnish the Treasurer with a deduction list, setting forth the name and amount of dues and initiation fees within seven (7) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

C. The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees, shall be the official Union Authorization for Check-Off of Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

## **SECTION 1.5 INTENT OF PARTIES**

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. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, Union status or activity, 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**

Seniority shall be defined as the length of continuous employment in the position of Court Security Officer performing the same or similar duties to those presently being performed, regardless of the location or the employer, except that employees who are employed in this bargaining unit on the effective date of this agreement shall have seniority for all purposes over any employee hired or transferred into this bargaining unit on or after the effective date of this agreement. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, extra work, transfers and other matters as provided for in this Agreement. Any Employee who is promoted or transferred out of the bargaining unit for any reason for more than thirty (30) days shall have his/her seniority frozen. If and when said employee returns to the bargaining unit his/her seniority shall begin again and the employee's prior seniority reinstated, as it applies to the order of layoff and recall, vacation schedules, extra work and other matters as provided for in this Agreement. No seniority credit shall be given for time spent out of the bargaining unit in excess of thirty (30) days.

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Association of Court Security Officers of Connecticut

October 1998 - September 2003 CBA

## **SECTION 2.2 SENIORITY LISTS**

Seniority Lists shall be furnished by the Company to the Union President upon written request by the Union a maximum of 4 (four) times per contract year.

## **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 PROBATIONARY EMPLOYEES**

Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the US Marshals Service performing background checks and granting written authorization on newly hired Employees. A person hired by the Company who has passed the probationary period with a predecessor shall not be subject to a probationary period with the Company.

## **SECTION 2.5 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; (subject to the grievance procedure)
- c) a settlement with an 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) days;
- e) the Government terminates the employee's credentials as a Special Deputy Marshal.

## ARTICLE 3 JOB OPPORTUNITIES

### SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job opening (including location, hours, days of work, etc..) will be posted at each location subject to this agreement for a period of five (5) working days (excluding Saturdays, Sundays and holidays), prior to the date on which the Employer proposes to fill that position. Employees who want to fill that vacancy must communicate their interest to the Contract Manager through the Lead CSO prior to the end of the posting period. The Employer shall then fill the vacancy with the most senior employee in the bargaining unit who has requested the assignment and who is capable of performing the work. Any vacancy created by such assignment shall be filled in the same way.

### SECTION 3.2 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 calling the last laid off Employee first and so on. The Union President shall be the last person laid off and the first person recalled.

### SECTION 3.3 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles contained in this Contract, 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. In the absence of volunteers, assignments shall be made on a reverse seniority 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. An Employee assigned to a location, other than his regular location, on a temporary basis shall be paid mileage consistent to the current federal regulations.

Due to the changing work environment, all Employees are subject to assignment anywhere within the district on an as-needed basis from present on-duty personnel. Failure to comply with the aforementioned schedule changes may lead to disciplinary action up to and including dismissal.

An Employee assigned to a location, other than their regular location, on a temporary basis, shall be paid mileage authorized by current Federal Regulation.

### **SECTION 3.4 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates specific guidelines for the selection of Lead CSOs. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4 MANAGEMENT RIGHTS**

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

## **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 Bargaining Unit Employee, except that this grievance procedure shall not be used for any disciplinary action directed by the US Marshals Service or by Judicial personnel. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the directives of the US Marshals Service or any member of the judiciary. The term "days" shall not include Saturdays, Sundays, 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:

**Informal Step** - Both the Company and the Union agree that the Employee will first discuss his/her complaint with his/her immediate supervisor within seven (7) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within seven (7) days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

**Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.

**Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

**Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

## SECTION 5.4 ARBITRATION PROCEDURE

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

**Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company, not a subject of the grievance, and Union President (or designee) to make a final effort to settle the grievance before arbitration.

**Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically 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, starting with the Company alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. All hearings will be held in the District of Connecticut.

**Conduct of hearing** - The grievant may select his/her own attorney to represent him/her at the arbitration hearing. If so, the grievant will be responsible for the attorney's fees and expenses and such selection will constitute a release to the Union of any obligation to provide counsel.

Derogatory material in a grievant's personnel file which is not relevant to the grievance being arbitrated may not be used in evidence in an arbitration more than two (2) years after its entry into the grievant's file, unless such material formed the basis for a suspension.

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

**Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared 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.

**Time Limits** - The decision of the arbitrator shall be rendered within thirty (30) days 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 beginning at Step One of the grievance procedure.

## **SECTION 5.6 RIGHT TO PROCEED**

Since this agreement is between the Employer and the Union, the Employer and the Union have the sole right to move a case to arbitration under this agreement.

## **ARTICLE 6 DISCIPLINE**

### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall be dismissed or otherwise disciplined or suspended without just cause, unless the Employer is ordered by the Government to remove said employee from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract between the Company and the U.S.M.S. and all employees are required to comply with these standards. (See attached Rider A)

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **SECTION 7.1 WORKDAY AND WORKWEEK**

The normal workday for full-time employees shall consist of eight and one-half (8 1/2) consecutive hours inclusive of a thirty (30) minute duty-free unpaid meal period and two (2) fifteen (15) minute paid rest periods. The normal work week for a full time employee shall consist of five (5) days as set forth above. Shifts shall be scheduled at the discretion of the Employer to

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Association of Court Security Officers of Connecticut

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fulfill the needs of the Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week. No fulltime employee shall be required to rotate shifts except in cases of special scheduling needs.

## **SECTION 7.2 OVERTIME**

An overtime rate of time and one-half (1 1/2) of an Employee's base hourly 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 requested 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, the Employee shall be required to do so unless the Employee is excused for good cause.

## **SECTION 7.4 OVERTIME DISTRIBUTION**

Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the judges and/or Marshals Service. A revolving seniority list shall be used in the assignment of overtime, except when the Employer is directed by the US Marshals Service or judges, or in situations dictated by availability of personnel and amount of notice given for overtime. The name of an employee who works or declines overtime shall go to the bottom of the list. Leads and Site Supervisors will only be permitted to work these hours when there is no CSO available to work.

## **SECTION 7.5 SHARED POSITION EMPLOYEES**

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees shall be required to work all scheduled work hours, unless the Employee is excused for good cause. Shared position Employees will be required to sign the Akai Shared Officer Agreement. (See attached Rider B)

The Company shall assign shared position Employees to eight (8) hour shifts, except in cases of emergency or other situations where it is necessary in the interest of efficient Court Security operations to use a shared position Employee for less than a full day.

## **SECTION 7.6 REST PERIODS**

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

## **SECTION 7.7 CALL-IN PAY**

An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay

## **ARTICLE 8 WAGES**

### **SECTION 8.1 WAGE SCHEDULE**

The base rate of pay for Court Security Officers in the District of Connecticut in this bargaining unit shall be:

<b>Location – 915 Lafayette Blvd. Bridgeport</b>	
<b>Year</b>	<b>CSO Wage</b>
1998 – 1999	16.28
1999 – 2000	17.18
2000 – 2001	18.08
2001 – 2002	18.99
2002 – 2003	19.47

Location - Hartford	
Year	CSO Wage
1998 - 1999	17.64
1999 - 2000	18.08
2000 - 2001	18.53
2001 - 2002	18.99
2002 - 2003	19.47

Location New Haven	
Year	CSO Wage
1998 - 1999	16.28
1999 - 2000	17.18
2000 - 2001	18.08
2001 - 2002	18.99
2002 - 2003	19.47

Location - Waterbury	
Year	CSO Wage
1998 - 1999	16.28
1999 - 2000	17.18
2000 - 2001	18.08
2001 - 2002	18.99
2002 - 2003	19.47

### **SECTION 8.2 PAYDAY**

Payday for all hourly Employees will be after 11 a.m. on Friday following the bi-weekly pay period ending on Saturday, subject to change by mutual agreement. The Company will use its best efforts to implement a direct deposit system for wages.

### **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 from the date the error occurred.

## SECTION 8.4 LEAD CSO RATES

<b>Location – Bridgeport</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
1998 – 1999	16.84
1999 – 2000	18.18
2000 – 2001	19.08
2001 – 2002	19.99
2002 – 2003	20.47

<b>Location – Hartford</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
1998 – 1999	18.20
1999 – 2000	19.08
2000 – 2001	19.53
2001 – 2002	19.99
2002 – 2003	20.47

<b>Location – New Haven</b>		
<b>Year</b>	<b>Lead CSO Wage 1</b>	<b>Lead CSO Wage 2</b>
1998 – 1999	18.18	17.28
1999 – 2000	19.08	18.18
2000 – 2001	19.98	19.08
2001 – 2002	20.89	19.99
2002 – 2003	21.37	20.47

<b>Location – Waterbury</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
1998 – 1999	16.84
1999 – 2000	17.93
2000 – 2001	18.83
2001 – 2002	19.74
2002 – 2003	20.22

## **SECTION 8.5 SHIFT PREMIUM**

A shift premium of three (3%) percent of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1. HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

#### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time without shift premium added.
- B. Any full-time Employee who works as scheduled on a holiday shall be paid for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- C. Any shared position Employee who works as scheduled on a holiday be paid for all hours worked and in addition shall receive a 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.
- D. A shared position Employee who does not work on a holiday shall receive a 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.

**ARTICLE 10  
VACATIONS**

**SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES**

Eligible full-time employees shall be entitled to annual vacation pay, based on seniority as defined in this Agreement at their individual hourly rate at the time payment is made in accordance with the following schedule.

Upon completion of one year of service.	80 hours
Upon completion of five years of service	120 hours
Upon completion of 10 years of service	160 hours

**SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES**

Eligible shared positions employee shall be entitled to a prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous anniversary year, pursuant to the schedule in this Agreement.

**SECTION 10.2 SCHEDULING VACATIONS**

Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their Lead CSO, in writing, prior to April 1st of each year of their first and second choice for desired vacation periods, if any. An employee shall be permitted to take vacation in a two week block for two weeks of the vacation allowance. Thereafter it may be taken in one day increments or more upon mutual agreement with the supervisor.

The Employer will recognize union seniority when scheduling employees for vacation in accordance with Section 2.1. The Employer will allow the maximum amount of personnel off at any one time for vacation that allows the Company to maintain efficient operations. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements. It is the right of the Employer to ensure that vacation absences do not prevent full coverage of Contract work requirements.

### **SECTION 10.3 PAY OPTIONS**

Earned vacation pay shall be paid on the pay day following the employee's return to the job after his/her vacation.

### **SECTION 10.4 UNUSED VACATION**

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

### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

Any time during the year, employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave. An employee who exercises this option may not use seniority for vacation time redeemed in this manner.

### **SECTION 10.6 TERMINATING EMPLOYEES**

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

### **SECTION 10.7 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 10.8 VACATION INCREMENTS**

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

## ARTICLE II

### LEAVES

#### SECTION 11.1 LEAVE OF ABSENCE

Personal leaves of absence other than those covered by the provisions of the Family and Medical Leave Act may be granted at the discretion of the Employer without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employees on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an employee's position while on a non-statutory unpaid leave of absence.

#### SECTION 11.2 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 11.3 UNION LEAVE

A Union officer will be granted an unpaid leave of absence upon written request for the purpose of attending conventions or other meetings of vital interest to the Union. The maximum number of days given for union leave is not to exceed three days per contract year

#### SECTION 11.4 MEDICAL LEAVE

The Company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make it's best efforts to extend the leave period as necessary. The Company agrees to meet with the Union to resolve any contract related difficulties.

#### SECTION 11.5 PERSONAL LEAVE

Each full-time employee shall be eligible to use the number of personal leave days per 12-month Government contract year worked as set forth in the following schedule, to be paid for at the employee's regular hourly rate of pay.

Effective October 1, 1999 - 4 days (32 hours)

Effective October 1, 2000 - 5 days (40 hours)

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see **Personal Leave Eligibility Tables** below):

<b>Personal Leave Eligibility Table</b>		
October 1, 1999 - September 30, 2000		
<b>(Date Employee begins working on the contract, based on an October 1 contract start date.)</b>	<b>FULL-TIME</b> Rate of personal Leave Eligible to Use	<b>SHARED POSITION</b> Rate of personal Leave Eligible to Use
October 1-31	32 hours	16 hours
November 1-30	29 hours	14.5 hours
December 1-31	26 hours	13 hours
January 1-31	22 hours	11 hours
February 1-29	19 hours	9.5 hours
March 1-31	16 hours	8 hours
April 1-30	12 hours	6 hours
May 1-31	9 hours	4.5 hours
June 1-30	6 hours	3 hours
July 1-31	3 hours	1.5 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

**Personal Leave Eligibility Table**

October 1, 2000– September 30, 2003

(Date Employee begins working on the contract, based on an October 1 contract start date.)	FULL-TIME	SHARED POSITION
	Rate of personal Leave Eligible to Use	Rate of personal Leave Eligible to Use
October 1-31	40 hours	20 Hours
November 1-30	36 hours	18 Hours
December 1-31	32 hours	16 Hours
January 1-31	28 hours	14 Hours
February 1-29	24 hours	12 Hours
March 1-31	20 hours	10 Hours
April 1-30	16 hours	8 Hours
May 1-31	12 hours	6 hours
June 1-30	8 hours	4 hours
July 1-31	4 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

- A. Personal days shall be used in not less than four-hour increments and shall be paid when taken by the employee as approved in advance by the Lead CSO, Site Supervisor, or Contract Manager. For good cause the employee may with the authorization from the immediate supervisor take emergency personal leave without advance approval. Shared position employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position employee who worked more than half the full-time hours (1,040 hours) will be paid for additional prorated personal leave based upon the number of actual hours Employee worked during that contract year
- B. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to employee at the end of the contract year.

- C. Upon termination of employment, employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours employee worked during that contract year, the amount of the overage will be deducted from the employee's final paycheck.
- D. Personal leave (and vacation) days may be used to cover absences caused by illness. Any employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits, except in case of emergency. Disciplinary action may result from excessive, unapproved absenteeism.

## **SECTION 11.6 PROCESSING LEAVES OF ABSENCE**

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

- A. All requests for any unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
  - 1. The effective dates of such leave;
  - 2. The date of return to work.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions when granted shall not total more than thirty (30) days.

## **SECTION 11.7 BEREAVEMENT LEAVE**

All non-probationary employees shall be entitled to 3 (three) days paid leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, or sibling-in-law. Employee will notify the Lead CSO, whenever possible, of the need for bereavement leave.

## **SECTION 11.8 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 11.9 JURY DUTY**

Employees serving jury duty on a scheduled work day will receive the compensation provided for under the Connecticut State Judiciary law.

## **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 in accordance with the following schedule at the hourly rate:

Effective October 1, 1998 through September 30, 1999	\$1.39/hour
Effective October 1, 1999 through September 30, 2000	\$1.64/hour
Effective October 1, 2000 through September 30, 2001	\$1.93/hour
Effective October 1, 2001 through September 30, 2002	\$1.93/hour
Effective October 1, 2002 through September 30, 2003	\$1.93/hour

### **SECTION 12.2 MINIMUM BENEFITS**

The amounts required in the Agreement shall serve as the minimum health and welfare benefits for employees.

### **SECTION 12.3 OTHER BENEFITS**

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

#### **SECTION 12.4 UNIFORM MAINTENANCE**

The Employer will pay the employee \$ 10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe allowance of \$75.00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes.

#### **SECTION 12.5 UNIFORM**

Uniforms will be provided per the USMS contract.

#### **SECTION 12.6 DISABILITY AND WORKERS COMPENSATION**

The Employer will provide disability insurance and workers compensation insurance as required by Connecticut State and will deduct the allowed amount from the employee's pay.

#### **SECTION 12.7 LIFE INSURANCE**

Effective upon signing this agreement, the employer shall provide a \$10,000 life insurance policy on the life of each employee, without cost to the employee. The employee shall have the option of purchasing additional insurance under such policy at his/her own cost.

### **ARTICLE 13**

#### **MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the government for the use of the CSOs to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the US Government.

## **SECTION 13.2 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the employee of up to a maximum of eighty dollars (\$80) per examination. Receipts must be furnished by employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay employee up to two hours for time spent taking an employer-requested medical examination.

## **SECTION 13.3 TRAVEL EXPENSES**

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an employee. Any hours to include travel over twelve (12) hours and may require the Employee to stay overnight will be paid at the appropriate per diem. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement, with a maximum of eight (8) per day. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the travel voucher and all required receipts, all subject to Federal rules and regulations.

## **SECTION 13.4 BREAK ROOMS**

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

## **SECTION 13.5 LOCKERS**

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs. The providing of these facilities is the prerogative of the US Government.

## **SECTION 13.6 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

## **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 they belong to the Bargaining Unit or not. Employees shall be subject to the eligibility requirements and rules of the Plan.

## **ARTICLE 15 TRAINING**

### **SECTION 15.1 TRAINING**

The Company will make its best effort to implement its advanced CSO training program to enhance the professional capabilities of the employees. Actual scheduling of training is subject to approval by the US Government and may be subject to funding by the US Government. An employee who is required by the Employer to attend CSO training shall be paid by the Employer for the time required.

## **ARTICLE 16 SAFETY**

### **SECTION 16.1 SAFETY POLICY**

It is the policy of the Company to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards.

## **SECTION 16.2 OSHA STANDARDS**

The Company will report to OSHA any safety violations observed or reported to the Company in any government provided CSO work stations and break rooms

## **ARTICLE 17**

### **CONTINUITY OF OPERATIONS**

#### **SECTION 17.1 NO STRIKES**

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, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. 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 disciplined. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

#### **SECTION 17.2 LOCKOUTS**

During the life of this Agreement, or any extension thereof, the Employer shall not lockout any employees covered in this agreement.

**ARTICLE 18  
SEPARABILITY OF CONTRACT**

In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 19  
SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the Government's directive.

Immediately following the execution of this agreement the Employer shall forward one or more copies, as appropriate, to the USMS and use its best efforts to seek the expeditious approval of this agreement. The Employer shall keep the Union advised of its efforts in this regard.

**ARTICLE 20  
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. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this agreement except as specifically provided for in other provisions of this agreement.

ARTICLE 21  
DURATION

This agreement shall be effective 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, 2003 with the provision that should either party desire to terminate or modify 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 year prior to the expiration. In the event such notice is given, the parties shall forthwith commence negotiations for a successor agreement. The existing agreement may be continued by mutual consent of both parties until an agreement is reached. This agreement may also be changed or amended by agreement of both parties in writing.

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:  
ASSOCIATION OF COURT SECURITY  
OFFICERS OF CONNECTICUT

BY: C.S.O. Ralph P. DiPietro

TITLE: President

DATE: 5/12/1999

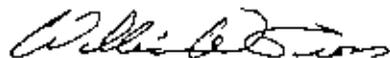
FOR:  
AKAL SECURITY, INC.

BY: [Signature]

TITLE: SR V.P.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D. C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1999-0231  
Revision No.: 1  
Date of Last Revision: 05/24/2000

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State: New York

Area: New York Counties of Albany, Broome, Jefferson, Oneida, Onondaga

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Employed on U.S. Marshall contracts for court security services.

Collective Bargaining Agreement between Akal Security, Inc. and Independent Union of Court Security Officers for the Northern District of New York effective October 1, 1999 through September 30, 2003

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**Collective Bargaining Agreement**  
**Between**  
**AKAL SECURITY, INCORPORATED**  
  
**and the**

**Independent Union of Court Security Officers**  
**For the Northern District of New York**

**2nd Circuit**

**October 1, 1999 - September 30, 2003**

NNY

Albany  
Syracuse  
Binghamton  
Utica  
Watertown

## PREAMBLE

THIS AGREEMENT is made and entered into on June 10, 1999 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and the duly elected Organization of the employees, hereinafter referred to as the "Union". All non-economic provisions of this contract shall be in effect as of June 10, 1999. All economic provisions of this contract shall be in effect as of October 1, 1999, 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 and regular shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), and Lead Court Security officers (LCSOs) assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the Northern District of New York, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, temporarily assigned Employees and substitute Employees and all other Employees of the Employer.
- 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 Company will not be responsible for paying the steward for time spent in this regard.

## SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

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

## SECTION 1.5 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of 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) As an employee, it is required that all members of the bargaining unit shall be required to pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
  - 3) 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. 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 supervisor or 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 what the Union membership dues are.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seventy-two (72) hours from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be born 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) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility 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. Union Seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within Northern District of New York as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement
- B. For the purposes of shift bidding, vacation schedules and extra work, seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

#### **SECTION 2.2 SENIORITY LISTS**

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

#### **SECTION 2.3 PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

#### **SECTION 2.4 TRANSFER OUT OF UNIT**

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

#### **SECTION 2.5 PROBATIONARY EMPLOYEES**

Probationary Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the USMS performing background checks and granting written authorization on newly hired Employees.

#### **SECTION 2.6 TERMINATION OF SENIORITY**

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

- a) the Employee quits or retires;
- b) the Employee is discharged;
- c) a settlement with an 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) days;
- e) the Government revokes the Employee's credentials as a CSO
- f) Employee is required by USMS to be removed from working under the Employer's contract with the Government pending the revocation of credentials
- g) Employee is permanently transferred out of the bargaining unit.

### **ARTICLE 3**

#### **JOB OPPORTUNITIES**

##### **SECTION 3.1 FILLING VACANCIES**

- A. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees who are not scheduled to work during that three (3) day period at the site where an opening occurs will be notified by the Union. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position

with the senior-most Employee who has applied for the position, in writing, who will be trained if required to fill any necessary qualifications for the new position.

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

### **SECTION 3.1A SHARED POSITION EMPLOYEES**

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

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

### **SECTION 3.1B 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 calling 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. In the absence of volunteers, assignments shall be made on a reverse seniority 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 are subject to assignment anywhere within the district on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

### **SECTION 3.3 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates specific guidelines for the selection of Lead CSOs. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability as evaluated by the Company. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action of removal from the contract or revocation of required CSO credentials by the USMS. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under the express security directives of the USMS, outside the control of the Company.

#### **SECTION 5.2 GENERAL PROVISIONS**

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

#### **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 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 working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.

- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or designee. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to, to return a decision, in writing, with a copy to the aggrieved Employee and the Steward.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

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

- A. **Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Union President (or designee) to make a final effort to settle the grievance before arbitration.

- B. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically 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 undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- D. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the 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 the Informal Step of the grievance procedure.

## **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

# **ARTICLE 6**

## **DISCIPLINE**

### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the USMS. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract 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 will be issued to each 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 Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week. This section will be consistent to state law.

#### **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 in the appropriate pay period for all hours actually worked in excess of forty (40) hours in a work week.

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

If requested 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, the Employee shall be required to do so unless the Employee is excused for good cause.

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

- A. Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the USMS. Seniority shall be used in the assignment of overtime (on a rotating schedule), except when the Employer is specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime.
- B. **Exclusion:** Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.

## SECTION 7.5 REST PERIODS

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

## SECTION 7.6 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of three (3) hours of work or pay.

## SECTION 7.7 SHIFT BIDDING

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

## SECTION 7.8 SHIFT DIFFERENTIAL

All work performed between the six (6) PM. and six (6) AM, the next day shall be paid at 104% of the employee's regular hourly rate.

# ARTICLE 8

## WAGES

### SECTION 8.1 WAGE SCHEDULE

The base rate of pay for Court Security Officers in the Northern District of New York will be, by site:

Location - All sites (Syracuse, Albany, Utica, Birmingham)		
Year	CSO Wage	Lead CSO Wage
1999-2000	\$17.69	\$18.69
2000-2001	\$18.22	\$19.22
2001-2002	\$18.95	\$19.95
2002-2003	\$19.71	\$20.71

## **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 a premium to the current CSO rate. The amount of premium to be paid a new Lead CSO will be negotiated between the Company and the Union at the time of promotion or determination of the position.

## **SECTION 8.5 DIRECT DEPOSIT**

The Employer may alternatively facilitate the ability for employees to have their paychecks directly deposited into a bank account of their choice.

# **ARTICLE 9**

## **HOLIDAYS**

### **SECTION 9.1. HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean: New Year's Day, Martin Luther King Jr.'s, Birthday Day, President's Day (Washington's Birthday consolidated by law into President's Day), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

- A. The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.
- B. A full-time 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 Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate 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 immediately preceding the pay period in which the holiday occurs.
- E. A shared position Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period immediately preceding the pay period in which the holiday occurs.

## ARTICLE 10

### VACATIONS

#### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service:	#80	hours
Upon completion of five (5) years of service:	#120	hours
Upon completion of ten (10) years of service:	#160	hours
Upon completion of twenty (20) years of service:	#200	hours

#### SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES

Eligible shared position Employees shall be entitled to prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous year based on the employee's anniversary date.

#### SECTION 10.2 SCHEDULING VACATIONS

- A. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their LCSO or other designated Supervisor, in writing, prior to April 1st of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as requested prior to April 1, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

### **SECTION 10.3 PAY OPTIONS**

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

### **SECTION 10.4 UNUSED VACATION**

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

### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

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

### **SECTION 10.6 TERMINATING EMPLOYEES**

Upon termination of employment, Employee 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. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

### **SECTION 10.7 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 10.8 VACATION INCREMENTS**

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

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under the USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during Employee absences.

#### SECTION 11.2 MEDICAL LEAVE (UNPAID LEAVE)

- A. The Family and Medical Leave Act of 1993 is incorporated herein.
- B. The Company agrees to honor the Family and Medical Leave Act of 1993 for all employees.
- C. The 12 week period may be extended at the discretion of the Employer. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.

#### 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 (UNPAID LEAVE)

A Union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the United Government Security Officers of America. The maximum number of days given for union leave is not to exceed a total of five (5) days per contract year and the maximum number of union

officers or delegates to be granted leave of absence is not to exceed two (2) employees per local union.

**SECTION 11.5 PERSONAL LEAVE (PAID LEAVE)**

- A. Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal leave per 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 upon the following schedule (see **Personal Leave Eligibility Table** below):

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

- B. Personal days shall be used in not less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- 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 (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. Therefore, for each additional 87 hours worked over 1,040 hours during the contract year, Employee will receive an additional 2 hours of personal leave, up to a possible maximum of 40 hours total personal leave for the contract year.

- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- 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 complete calendar months Employee worked during that contract year.
- 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 illness must notify the Employer at least two (2) hours prior to the beginning of their regular shift in order to be eligible for paid personal leave benefits. Disciplinary action may result from excessive and/or unapproved absenteeism.

#### **SECTION 11.6 PROCESSING LEAVES OF ABSENCE**

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

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
  - 1. The reasons for such leave;
  - 2. The effective dates of such leave;
  - 3. The estimated date of return to work.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by 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.

#### **SECTION 11.7 BEREAVEMENT LEAVE (PAID LEAVE)**

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

## **SECTION 11.8 JURY DUTY**

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to five (5) days per contract year. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice whichever is sooner. Employees must provide proof of jury service and of fees received for processing wages.

## **SECTION 11.9 GENERAL PROVISIONS**

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

# **ARTICLE 12**

## **HEALTH, WELFARE AND UNIFORM ALLOWANCES**

### **SECTION 12.1 PAYMENTS**

A. The parties agree that for the period starting April 1, 1999 to September 30, 1999, the Health and Welfare payments are to be deposited into the employee's 401K plan.

B. Effective October 1, 1999, the Employer agrees to make health and welfare payments in cash to Employees on all hours paid up to forty (40) hours per week. Payments of Health and Welfare along with any applicable Social Security and Unemployment taxes and worker's compensation insurance will become the obligation of the Contractor. Paying Health & Welfare in cash increases the cost to the contractor because taxes and insurance costs were not included on Health and Welfare in the price to the USMS. Health and welfare payments will be made in accordance with the following schedule at the hourly rate:

Effective October 1, 1999 through September 30, 2000	\$1.64/hour
Effective October 1, 2000 through September 30, 2001	\$1.93/hour

C. The Employee may after the October 1, 1999 date elect to have their Health and Welfare payments deposited in the Employee's 401K plan.

D. Parties agree to reopen negotiations for the health and welfare only, on April 1, 2001, to establish the Health and Welfare payment rates that shall be paid for the remaining two years of the contract.

## **SECTION 12.2 MINIMUM BENEFITS**

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

## **SECTION 12.3 OTHER BENEFITS**

The Employer will offer Employees the opportunity to participate in other 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 12.3a GROUP DISABILITY INSURANCE LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of five thousand (\$5,000) dollars shall be provided to all employees by the Company.

## **SECTION 12.4 UNIFORM MAINTENANCE**

The Employer will pay the Employee \$.10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe allowance of \$75 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes and other work related gear.

## **SECTION 12.5 GROUP DISABILITY INSURANCE**

- A. The Company agrees to deduct any fees or premium payments and lawful assessments designated by the Union for a Group Disability Insurance plan set up by and administered by the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Company or the Union. Such authorization may be revoked by the Employee upon 30 days' written notice served upon the Company and the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to amount of fees, and any other costs for this insurance.
- B. The Company will remit all such deductions to the International Secretary/Treasurer within 72 hours from the date the deduction was made via direct deposit or by mail. All costs related to direct deposit would be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the International Secretary/Treasurer with a deduction list, setting forth the name and amount of fees, and any other costs for this insurance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the

disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are correctable and corrected when brought to the Company's attention.

- C. The Deduction Authorization Card to be executed and furnished to the Company by the Union and the Employees, shall be the official Union Authorization for insurance deductions. The Company shall accept no other form unless the parties mutually agree to a substitute.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the government for the use of the CSOs to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the US Government.

#### **SECTION 13.2 PHYSICAL EXAMINATIONS**

- A. The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of \$90 per examination. Receipts must be furnished by Employee in order to process reimbursement.
- B. Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination.

#### **SECTION 13.3 TRAVEL EXPENSES**

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any work day that includes travel and totals over twelve (12) hours may require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

#### **SECTION 13.4 BREAK ROOMS**

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

#### **SECTION 13.5 LOCKERS**

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs. The providing of these facilities is the prerogative of the US Government.

#### **SECTION 13.6 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically approved by the Employer.

### **ARTICLE 14**

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

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

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

### **ARTICLE 15**

#### **TRAINING**

#### **SECTION 15.1 TRAINING**

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

## ARTICLE 16

### SAFETY

#### SECTION 16.1 SAFETY POLICY

It is the policy of the Company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

#### SECTION 16.2 OSHA STANDARDS

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

## ARTICLE 17

### CONTINUITY OF OPERATIONS

#### SECTION 17.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of 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 17.2 LOCKOUTS

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

## ARTICLE 18

### SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 19

### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

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

## ARTICLE 20

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, 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 reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

## ARTICLE 21

### DURATION

This Agreement shall be effective 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, 2003, 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 an 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:

BY: [Signature]

TITLE: RESIDENT

DATE: 14 JUNE 1999

FOR: IUCSO-NDNY  
405 State Tower Bldg  
Syracuse, NY 13202

BY: [Signature]

TITLE: Vice President

DATE: June 14 1999

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR:

AKAL SECURITY, INC.

BY: [Signature]

TITLE: SR V.P.

DATE: JUNE 15, 1999

FOR:

AKAL SECURITY, INC.

BY: [Signature]

TITLE: HR Dept.

DATE: 06/15/99

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

For the Independent Union of Court Security Officers of Northern New York

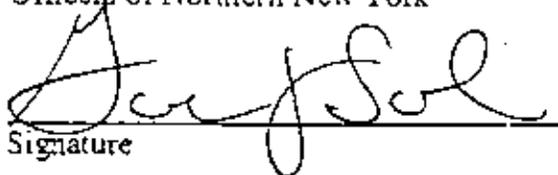
ARTICLE 12

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 in accordance with the prevailing Wage Determination as of October 1<sup>st</sup> of every contract year.

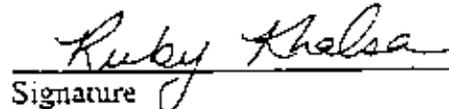
Independent Union of Court Security  
Officers of Northern New York

  
Signature

Date: JANUARY 25, 2001

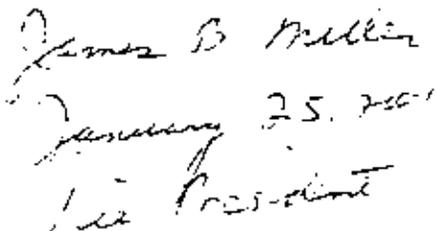
Title: PRESIDENT IUCSONY

AKAL Security, Inc

  
Signature

Date: 01/31/01

Title: Director of Human Resources

  
January 25, 2001  
IUC President

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA  
EASTERN DISTRICT OF NEW YORK (Brooklyn, NY only)**

**Circuit 2**

*Local # 119- Brooklyn, New York*

**October 1, 2001 - September 30, 2003**

## **AGREEMENT**

This agreement is entered into this July 31, 2001, between AKAL SECURITY INC. (hereinafter referred to as "AKAL" or "the Company" or "the Employer") and its successors, and the United Government Security Officers of America, Eastern District of New York and its successors (hereinafter referred to as "UGSOA" or "the Union"); the Court Security Officers and Lead Court Security Officers are hereinafter referred to as "CSO's" and "LCSO's" or "Employees") certified by the National Labor Relations Board. All non-economic provisions of this contract shall be in effect as of July 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.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire business or a significant portion of the assets thereof are acquired by purchase, assignment, merger or consolidation in any other manner, the person, partnership, corporation or entity acquiring such business or assets shall be required to assume all of the obligations of this agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other successor and shall require such purchaser, transferee, lessee, assignee, or other successor, to assume the obligations of this Agreement. The aforesaid notice of this Agreement shall be in writing with a copy to the Union. In the event the Employer fails to require the purchaser, transferee, lessee, assignee, or other successor to assume the obligations of this Agreement, the Employer (including partners, shareholders, or other equity owners) shall be liable to the Union and the covered employees for all damages sustained thereby.

## **PURPOSE**

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, to provide for peaceful adjustments of any differences which may arise between them, and to set forth the Agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.

The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Union and Company philosophy  
And the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION 1.1 RECOGNITION-BARGAINING UNIT**

- A. The employer recognizes the Union as the sole and exclusive bargaining agent for the unit of employees as set forth in this Agreement.
- B. This Agreement shall cover all employees of the Company now employed and to be employed in the position of CSO and LCSO, at the US Government facilities in Brooklyn, New York, where the Company has a contract to provide CSOs and LCSOs, for the US Marshal Service, (Hereinafter referred to as the US Marshal Service or "USMS").

## **SECTION 1.2 NEGOTIATING COMMITTEE**

The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations. The members of the Negotiating Committee will be selected by the local Union President. The Union will provide the names of these individuals to the Company prior to the negotiations. The Company and the Union agree that these individuals will remain the same throughout the negotiations unless the Union timely requests substitution of one of its members.

## **SECTION 1.3 STEWARD SYSTEM AND UNION LEAVE**

Union business shall not be conducted during working time or in work areas if it interferes with security responsibilities without the consent of the Project/Contract Manager or Designee:

- A. The Company agrees to recognize a Shop Steward at each work site within the Eastern District of New York (Brooklyn, NY sites only)
- B. Any Shop Steward having an individual grievance in connection with his/her own work may ask for an alternate to represent him in accordance with the provisions of this article.
- C. The Shop Steward or Local President shall notify the supervisor whenever they enter or remain in, the facility for the purpose of handling an individual grievance or complaint at anytime other than during their regularly scheduled shift.

## **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 under the US Marshals Service 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) As a condition of employment, all members of the bargaining unit shall be required to pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

3) 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 (under Section 501(c)(3) of the IRS Code, non-religious, non-labor charitable organization. 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/her obligations hereunder. The Union may, however, enforce any obligation of any Employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the Employee's 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 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 supervisor or 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 what the Union membership dues are.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seventy-two (72) hours from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be born 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) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility 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.

The Company will remit all such deductions to the Union. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues fees as soon as practicable.

## **ARTICLE 2**

### **SENIORITY**

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

Seniority shall be defined as the length of continuous employment in the position of Court Security Officer and Lead Court Security Officer, (Full-time or Shared Position) performing substantially similar duties to those presently being performed, regardless of the location or the employer except that those persons employed on the effective date of this agreement in this bargaining unit shall have seniority over any employee thereafter hired or transferred into this bargaining unit. Special Security Officers awarded positions as Court Security Officers under Section 3.1 shall retain their Special Security Officer seniority date for all purposes.

Seniority will be used when applying the following aspects of this Agreement: Vacation scheduling, shift preference, starting time, work location, layoffs, rehiring after layoffs. When providing names to the USMS for USMS training school, Akal will provide the names in order of seniority.

Any employee who is granted an approved leave of absence will retain all seniority rights.

Seniority will determine holiday work assignments. Eastern District of New York sites will fill holiday assignments within their respective boundaries.

Seniority will determine vacation schedules. Eastern District of New York sites will fill vacation schedules within their respective boundaries.

## **SECTION 2.2 SENIORITY LISTS**

Separate seniority lists will be provided by the Company upon request a maximum of twice a year for each work sight for the CSOs and LCSOs that actually work at each location for the purpose of scheduling vacations and will be available for review by the Employees.

## **SECTION 2.2a MONTHLY ACTIVITY REPORT**

The company agrees that each month it will provide a copy of the monthly activity report to the Union detailing any changes in CSO/LCSO staffing.

## **SECTION 2.3 TRANSFER OUT OF UNIT**

Any bargaining unit employee promoted to a non-bargaining unit position for more than one hundred and twenty (120) days, shall lose his/her seniority. Such employee shall regain accumulated seniority upon transfer back into the bargaining unit within such one hundred and twenty (120) days one time during the term of this agreement.

## **SECTION 2.4 PROBATION/INTRODUCTORY EMPLOYEES**

The Employer on an introductory basis hires employees for a period of sixty (60) days. During this period, employees shall have no seniority rights and may be terminated without recourse to the grievance and/or arbitration procedures. At the completion of the introductory period, the employee shall retain their seniority from the date of hire. Incumbents do not go back on probation if a new contractor assumes the contract.

## **SECTION 2.5 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 an 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 two hundred seventy (270) days; or the Government terminates the Employee's credentials as a Special Deputy Marshal;
- E. The Employee is permanently transferred out of the bargaining unit.

## **SECTION 2.6**

Employees shall notify the employer in writing on a form to be provided by the Company of their proper mailing address and telephone number, or of any change of name, address or telephone number.

## **ARTICLE 3**

### **JOB OPPORTUNITIES**

#### **SECTION 3.1 FILLING VACANCIES**

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) days. Shared position Employees who are not scheduled to work during that five (5) day period at the site where an opening occurs will be notified by the Company. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee who has applied for the position, who will be trained if required to fill any necessary qualifications for the new position.

Should the filling of a vacancy under this Article create additional vacancies, those vacancies will be filled under this Article as well. Any Employee who wishes to apply for the open position shall do so in writing.

#### **SECTION 3.1A SHARED POSITION EMPLOYEES**

Shared positions will be filled as described in Section 3.1

#### **SECTION 3.1B LAYOFF AND RECALL**

If layoffs are required, seniority shall govern. When an employee is recalled seniority will govern.

## **SECTION 3.2 TEMPORARY ASSIGNMENTS**

Whenever it becomes necessary to temporarily or permanently transfer an employee to a work site outside of the Eastern District of New York the transfer will be made on a voluntary basis among employees. If there are no volunteers, the temporary position will be assigned based on reverse seniority as needed. Employees temporarily transferred will receive the higher of the base hourly wage available to employees regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

## **SECTION 3.3 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates Lead CSO performance criteria. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-01-D-0002 between the US Marshals Service and Akal Security, Inc. Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal

that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government.

## **SECTION 5.2 GENERAL PROVISIONS**

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

## **SECTION 5.3 GRIEVANCE PROCEDURE**

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

- A. **Informal Step** - The parties 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 working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.
- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Contract Manager or designee with a copy to the Company's HR Director. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the

Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

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

- A. Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association (AAA) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- B. Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision the losing side shall be liable for attorney and court costs to enforce compliance including through the courts, absent an order from the U.S. Marshals Service or unless the Company files a written request for clarification, then the Company will comply within fifteen (15) days of receiving the clarification.
- C. Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

#### **SECTION 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 the Informal Step of the grievance procedure.

## **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## **ARTICLE 6**

### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL**

##### **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. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS under the removal of Contractor employee provision in Section H-3 of Contract MS-01-D-0002 between the US Marshals Service and Akal Security, Inc.

Any temporary or permanent removal of an employee by determination of the Government as described in Section H-3(b) of the Contract shall not become permanent without requisite notice to the employee and the opportunity provided for the employee to respond to the Government's action within fifteen (15) days of the determination. Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards for the CSOs in Section C of the Contract between the Company and the USMS, and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any express non-disciplinary directive issued by the Government.

##### **SECTION 6.1 (b)**

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 progress discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. All discipline shall be subject to

the grievance and arbitration procedures, except for those issues involving the USMS rights under Section H-3(b) of Contract MS-01-D-002 as referenced in Sections 5.1 and 6.1(a).

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

#### SECTION 7.1 WORKDAY AND WORKWEEK

- A. The normal workweek shall consist of forty (40) hours commencing 12:01 am. Sunday through 12 midnight Saturday.
- B. CSOs and LCSOs will be granted one (1) mutual tour change a month with another CSO and LCSO provided that it does not incur overtime or disrupt the continuity of scheduling when such a change is made the employees must inform the supervisor in writing the same day.

#### SECTION 7.2 OVERTIME

An overtime rate of one and one half 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 requested 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 Contractor, the Employee shall be required to do so unless the Employee is excused for good cause.

#### SECTION 7.4 OVERTIME DISTRIBUTION

- (a) Overtime will be distributed as equitably and fairly as practicable by a revolving seniority schedule among bargaining unit employees assigned to the particular work location. First, to try and avoid unnecessary overtime all efforts will be made to contact all shared position employees in seniority order wishing to increase their hours for that pay period.
- (b) Overtime records will be maintained by the Lead CSO and will be made available to the Union by the company upon request.
- (c) In the event of an emergency, supervisors and other salaried employees may be permitted to perform bargaining unit work.

## **SECTION 7.5 SHARED POSITION EMPLOYEES**

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees may be required to work all scheduled work hours, unless the Employee is excused for good cause.

Shared position employee work equalization: All work given to shared position employees who do not have a steady forty (40) hour work week and steady site, must be offered to the senior most shared position employee and such employee may work up to forty (40) hours a week or eighty (80) hours per pay period.

Shared position Employees will be required to sign the Akal Shared Officer Agreement (See Attachment A).

## **SECTION 7.6 REST PERIODS**

Court/Special Security Officers / Lead Court Security Officers shall be entitled to one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks for each eight hour shift worked. The meal periods and break periods may be combined if the parties agree. Company agrees to cooperate with employees so that the lunch break is free of workplace obligations, except in emergencies. On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

## **SECTION 7.7 CALL-IN PAY**

An employee who is called into work or who reports to work as scheduled without having been notified not to report to work shall be paid four (4) hours call in pay. The Company shall have the right to require the employee to work at regular CSO/LCSO/ duties for this pay.

## **SECTION 7.8 SHIFT DIFFERENTIAL**

All work performed between the six (6) PM. and six (6) AM, the next day shall be paid at 104% of the employee's regular hourly rate.

## **ARTICLE 8**

### **WAGES**

All wages shall be paid by locally negotiable check or Direct Deposit, Biweekly, and shall include all wages earned to date not more than five workdays prior to payment.

**SECTION 8.1 WAGE SCHEDULE**

The base rate of pay for Court Security Officers and Special Security Officers will be, by site:

CSO WAGE EASTERN DISTRICT OF NEW YORK: Brooklyn, NY only (Locations: 225 Cadman Plaza, E., 75 Clinton Street, and U.S. Attorney's Pierre Pont

2001- 2002	21.18
2002- 2003	21.82

Lead CSO WAGE EASTERN DISTRICT OF NEW YORK (Brooklyn, NY only):  
225 Cadman Plaza, E.

YEAR	LEAD CSO WAGE 1	LEAD CSO WAGE 2	LEAD CSO WAGE 3	TEMPORARY LEAD CSO WAGE 1 & 2
2001-02	23.18	23.18	24.68	1) 23.48 2) 23.18
2002-03	23.82	23.82	25.32	1) 24.12 2) 23.82

Lead CSO WAGE EASTERN DISTRICT OF NEW YORK (Brooklyn, NY only):  
75 Clinton Street

2001- 2002	22.43
2002- 2003	23.07

Lead CSO WAGE EASTERN DISTRICT OF NEW YORK (Brooklyn, NY only):  
U.S. Attorney's Pierre Pont

2001- 2002	21.68
2002- 2003	22.32

Temporary Lead CSO is that individual who functions in a Lead capacity for temporary internal Company purposes only, although this designation does not exist in the USMS contract for the position. When the individual leaves this specific position for any reason, the position will cease to be a Temporary Lead CSO position and will become a CSO position with the corresponding wages and benefits of a CSO position. The temporary Lead is not in any way the same as a CSO who is acting in the capacity of Lead CSO.

Payday for all hourly Employees will be after 11 a.m. on Friday following the pay period ending on Saturday, subject to change by mutual agreement.

## **SECTION 8.2 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.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1. HOLIDAYS DEFINED**

New Years Day	Columbus Day
Martin Luther King JR's Birthday	Day after Thanksgiving Day
Presidents Day	Veterans Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Labor Day	

#### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday.
- B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.
- D. A shared position Employee who does not work on a holiday shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.

## **ARTICLE 10**

## VACATIONS

### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate 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 20 years of service:	200 hours

Vacation shall be used during the twelve-(12) month period following the year in which it is earned.

### SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES

- (a) Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- (b) Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation benefit at their individual hourly rate based on the number of hours worked in the Employee's previous anniversary year.

### SECTION 10.2 SCHEDULING VACATIONS

- (a) Employees shall receive their unused vacation pay as soon as practicable after their anniversary date. Employees may with the approval of their supervisor take their entire vacation in one period, if scheduling permits. In the event the employer changes, the new employer is responsible for all vacation payments on the employees anniversary date.
- (b) Employees requesting vacation in multi-week blocks must do so, in writing, at least ten (10) working days in advance.
- (c) Vacation list bidding will take place as soon as practicable after this Agreement takes effect and will commence every October 1st thereafter.

Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their (Roll call) Lead CSO, in writing, prior to January 1st of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as per requested prior to October 1st, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

### **SECTION 10.3 PAY OPTIONS**

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

### **SECTION 10.4 UNUSED VACATION**

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

### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

Employees may take their vacation in cash pay out or time off with pay.

### **SECTION 10.6 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. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

### **SECTION 10.7 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 10.8 VACATION INCREMENTS**

By mutual agreement in writing between an employee and his/her Supervisor, vacation may be taken one (1) non-consecutive day at a time.

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

The Company may grant an unpaid personal leave of absence to employees, upon request, for just cause, provided the services of the employee are not immediately needed and other employees are available to do his/her usual work. Where possible such leave should be requested at least five (5) days in advance.

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under the Marshal's Service CSO contract, the Employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during Employee absences.

#### SECTION 11.2 MEDICAL LEAVE

The Company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make it's best efforts to extend the leave period as necessary. The Company agrees to meet with the Union to resolve any contract-related difficulties.

All additional requests for employee Medical leave must be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job. The Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Length of service with the Employer shall not accrue for purposes of vacation or personal leave time. 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.

To qualify as an eligible employee the employee must have worked for the Employer, and any predecessor Employer for at least 12 months and a minimum of 1,250 hours during the 12 months prior to the medical leave.

#### 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 Company agrees that essential Union business shall comprise just cause for Union business leave. Such additional unpaid leave shall not exceed a combined total of fifteen (15) days in duration in any contract year for the President, Vice President, Secretary, or Treasurer. The Company may deny such leave in the event of a security emergency or period of additional staffing requirements ordered by the USMS. Executive board members and Union Shop Stewards may be granted tour changes that do not create any overtime to attend Union business.

#### SECTION 11.5 PERSONAL/SICK LEAVE

After thirty days of continuous employment, each full time employee shall be entitled to six (6) paid sick/personal leave days for a full contract year worked.

Personal days may be used for personal illness, Dental, Chiropractic, or optometry appointments for the employee, the employee's spouse and children residing with the employee or the employee's spouse, or for other business of a personal nature. Any employee who is unable to report to work because of illness must notify the Company or designee at least one (1) hour prior to the beginning of their shift in order to be eligible for paid personal/sick leave benefits.

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see **Personal Leave Eligibility Table** below):

<b>Personal Leave Eligibility Table</b>		
<b>START DATE</b>	<b>RATE OF PERSONAL LEAVE ELIGIBLE TO USE</b>	
<b>(Date Employee begins working on the contract, based on an October 1 contract start date.)</b>	<b>FULL-TIME</b>	<b>SHARED POSITION</b>
October 1-31	48 hours	24 Hours
November 1-30	43 hours	21.5 Hours
December 1-31	38 hours	19 Hours
January 1-31	33 hours	16.5 Hours
February 1-29	29 hours	14.5 Hours
March 1-31	24 hours	12 Hours

April 1-30	19 hours	9.5 Hours
May 1-31	14 hours	7 hours
June 1-30	9 hours	4.5 hours
July 1-31	4 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

- A. A maximum of eight (8) hours of personal / sick leave time per year may be used in 2 hour increments and the remaining personal days shall be used in not less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.

Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the one (1) unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days (32 hours) personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

## SECTION 11.6 PROCESSING LEAVES OF ABSENCE

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

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

- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor or Lead CSO for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by 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.

### **SECTION 11.7 BEREAVEMENT LEAVE**

Each Employee will be granted bereavement leave of five (5) days paid for the death of a child or spouse and three (3) days paid for, mother, father, brother, sister, step-father, step-mother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents. Reasonable evidence of the death will be provided by the employee upon request.

### **SECTION 11.8 GENERAL PROVISIONS**

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

### **SECTION 11.9 JURY DUTY**

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to five (5) days per contract year. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice whichever is sooner. Employees must provide proof of jury service and of fees received for processing wages.

## **ARTICLE 12**

### **HEALTH, WELFARE AND UNIFORM ALLOWANCES**

#### **SECTION 12.1 PAYMENTS**

The Company at the commencement of this contract shall provide a comprehensive Health and dental Insurance program for each employee, on a voluntary basis, paid for by Employee contributions.

Payments of Health and Welfare along with any applicable Social Security and Unemployment taxes and worker's compensation insurance will become the obligation of the Contractor. Paying Health & Welfare in cash increases the cost to the contractor because taxes and insurance costs were not included on Health and Welfare in the price to the USMS.

For the life of this Agreement, the Employer will make health and welfare payments to the Employees in their paychecks on all hours paid up to forty (40) hours per week and up to a total of 2080 hours per contract year in accordance with the prevailing Wage Determination as of October 1<sup>st</sup> of every contract year.

#### **SECTION 12.2 OTHER BENEFITS**

The Employer will offer Employees the opportunity to participate in other 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**

Each employee shall be provided with uniforms per the USMS contract. The Employer will pay the Employee \$.10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe and belt allowance of \$90.00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes or belts.

Should a CSO request a sweater or other outerwear to be worn as part of his/her uniform; the Site Supervisor will attempt to attain COTR permission to provide the item(s).

#### **SECTION 12.4 GROUP DISABILITY INSURANCE LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of ten thousand (\$10,000) dollars shall be provided to all employees by the Company.

### **ARTICLE 13**

#### **MISCELLANEOUS PROVISIONS**

##### **SECTION 13.1 TOTAL AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter

not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, AKAL and the Union for the life of this Agreement each (voluntarily and unqualifiedly waive the right, and each) agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this. This waiver shall not be in effect during the last one hundred and eighty (180) days of this Agreement.

### **SECTION 13.2 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of \$90.00 per examination. Receipts must be furnished by Employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination.

### **SECTION 13.3 TRAVEL EXPENSES**

When a CSO/LCSO is temporarily assigned to a work site not being the permanently assigned work site all mileage in personal vehicles will be paid at the Federal Travel Regulations rate per mile for travel time to and from the site.

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours may 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 in this Agreement to a maximum of 8 travel hours per day. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

### **SECTION 13.4 DEPARTMENT OF JUSTICE DEADLY FORCE POLICY**

CSOs are required to adhere to the Department of Justice's deadly physical force policy and will execute acknowledgment of receipt and review of said policy during yearly firearms qualification.

## **ARTICLE 14**

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

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

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

## **ARTICLE 15**

### **TRAINING**

#### **SECTION 15.1 TRAINING**

The Company will attempt to give the Employee two (2) weeks notice when the Employee is scheduled for training.

The Company will make its best effort to implement its advanced Court/Special Security Officers training program to enhance the professional capabilities of the Employees. Actual scheduling of training is subject to approval by the US Government and may be subject to funding by the US Government.

## **ARTICLE 16**

### **SAFETY**

#### **SECTION 16.1 SAFETY POLICY**

It is the policy of the Company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

#### **SECTION 16.2 OSHA STANDARDS**

The Company will report any safety violations observed or reported to the Company in any government provided CSO and LCSO work stations and break rooms.

## **ARTICLE 17**

### **CONTINUITY OF OPERATIONS**

#### **SECTION 17.1 NO STRIKES**

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage or 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 17.2 LOCKOUTS**

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

## **ARTICLE 18**

### **SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 19**

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

The parties acknowledge that the Company operates under contract to the US Marshals Service and that the US Marshals Service has the responsibility and authority for federal court security and its operations and for the day to day safety and security of all court houses and judicial facilities; and that its reasonable actions concerning security operations in the furtherance of that responsibility represents an obligation to the company and the employees.

The US Marshals Service may not directly involve itself in the discipline or job status of the employees in any way, other than in its right to withdraw CSO credentials in cases where a CSO is no longer qualified.

## ARTICLE 20

### 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 reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

## ARTICLE 21

### DURATION

This agreement shall be effective 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, 2003 with the provision that should either party desire to terminate or this agreement or any provision thereof, it shall give written notice to the other party of not less than one hundred and eighty (180) days and not more than one year prior to the expiration. In the event such notice is given, the parties shall forthwith commence negotiations for a successor agreement. The existing agreement may be continued by mutual consent of both parties until an agreement is reached. This agreement may also be changed or amended by agreement of both parties.

### LEGALITY

Should the parties hereinafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding or letters

supplemental, amendatory or Related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties without the need for further ratification by the Union membership and shall remain in effect for the duration of this Agreement.

In the event that any of the provisions of this Agreement, including all Agreements, memoranda of understanding, or letters supplemental, amendatory or related thereto shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

## INSURANCE

The company shall keep an insurance policy in force, to cover general liability and workers compensation. A copy of the company's certificate of insurance, showing all lines of coverage, will be made available to the union for their review, at any time upon written request.

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: UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, Local #120-119 <sup>U.O.</sup>  
Eastern District of New York (Brooklyn, NY only)

BY: Vincent M. De Leo  
TITLE: President  
DATE: 7/24/01

FOR: UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA, International Office

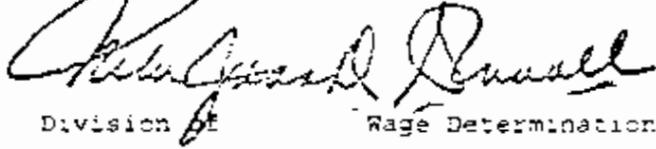
BY: [Signature]  
TITLE: President  
DATE: 7/24/01

FOR: AKAL SECURITY INC.

BY: Jay Stanger  
TITLE: SR VP  
DATE: 7/21/01

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210



Wage Determination No.: 99-0218  
Revision No.: 01  
Date of Last Revision: 09/22/1999

Division of Wage Determinations

State(s): New York Uniondale, Westbury, Hauppauge, Long Island,  
Areas: New York COUNTIES OF Nassau, Suffolk Central Islip

EW

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Employed on U.S. Marshals contracts  
for court security services in the  
above locality:

In accordance with Sections 2(a) and 4(c) of the Service Contract Act,  
as amended, employees employed by the contractor in performing the above  
services and covered by the collective bargaining agreement between Akai  
Security, Inc. and Association of Court Security Officers of New York  
are to be paid wage rates and fringe benefits set forth in the  
current collective bargaining agreement effective October 1, 1998  
through September 30, 2003.

Eastern New York  
(Excluding Brooklyn)  
Nassau; Suffolk  
Counties  
Ulster; Westbury;  
Hempstead, Long  
Island

Collective Bargaining Agreement  
Between

AKAL SECURITY, INCORPORATED

and the

ASSOCIATION OF COURT SECURITY OFFICERS  
OF NEW YORK

Eastern District of New York  
Second Circuit

October 1, 1998 to September 30, 2003

## PREAMBLE

THIS AGREEMENT is made and entered into on April 2, 1999, by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and ASSOCIATION OF COURT SECURITY OFFICERS OF NEW YORK (ACSONY) the duly elected representative of the employees, hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect as of October 1, 1998. All economic provisions of this contract shall be in effect as of 11:45 p.m. on September 30, 1999, 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, and all other terms and conditions of employment for United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), lead court security officers 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 **Nassau and Suffolk Counties of the Eastern District of New York**, excluding all managers, supervisors as defined by the NLRB, office and/or clerical employees, temporarily assigned employees and substitute employees and all other employees of the Employer.

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 STEWARD SYSTEM**

The Company agrees to recognize a steward system. 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.

If the Employee requests, the Company will call for a steward prior to any disciplinary action taken whether it be written or verbal. The supervisor at the request of the Employee will release the steward as soon as possible. The Company will not be responsible for paying the steward for time spent in this regard.

## **SECTION 1.3 MANAGERS AND SALARIED PERSONNEL**

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

## **SECTION 1.4 UNION SECURITY AND DUES CHECK-OFF**

**A. UNION SECURITY** - All employees shall be required to become and remain members of the Union on and after the 30th day following the beginning of employment, or the 30th day following the execution of this agreement, which ever is later, as set forth in 8(a)(3) of the NLRA.

**B. DUES CHECK-OFF** - The Company agrees to deduct from the first-paycheck of each month the monthly dues from each member of the Union. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the amount of the Union membership dues.

The Company will remit all such deductions to the Treasurer within 72 hours from the date the deduction was made. The Company shall furnish the Treasurer with a deduction list, setting forth the name and amount of dues and initiation fees within seven (7) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

C. The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees, shall be the official Union Authorization for Check-Off of Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

## **SECTION 1.5 INTENT OF PARTIES**

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. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, Union status or activity, 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**

Seniority shall be defined as the length of continuous employment in the position of Court Security Officer performing the same or similar duties to those presently being performed, regardless of the location or the employer, except that employees who are employed in this bargaining unit on the effective date of this agreement shall have seniority for all purposes over any employee hired or transferred into this bargaining unit on or after the effective date of this agreement. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, extra work, transfers and other matters as provided for in this Agreement. Any Employee who is promoted or transferred out of the bargaining unit for any reason for more than thirty (30) days shall have his/her seniority frozen. If and when said employee returns to the bargaining unit his/her seniority shall begin again and the employee's prior seniority reinstated, as it applies to the order of layoff and recall, vacation schedules, extra work and other matters as provided for in this Agreement. No seniority credit shall be given for time spent out of the bargaining unit in excess of thirty (30) days.

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## **SECTION 2.2 SENIORITY LISTS**

Seniority Lists shall be furnished by the Company to the Union President upon written request by the Union a maximum of 4 (four) times per contract year

## **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 PROBATIONARY EMPLOYEES**

Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the US Marshals Service performing background checks and granting written authorization on newly hired Employees. A person hired by the Company who has passed the probationary period with a predecessor shall not be subject to a probationary period with the Company

## **SECTION 2.5 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; (subject to the grievance procedure)
- c) a settlement with an 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) days;
- e) the Government terminates the employee's credentials as a Special Deputy Marshal

## **ARTICLE 3 JOB OPPORTUNITIES**

### **SECTION 3.1 FILLING VACANCIES**

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job opening (including location, hours, days of work, etc.,) will be posted at each location subject to this agreement for a period of five (5) working days (excluding Saturdays, Sundays and holidays), prior to the date on which the Employer proposes to fill that position. Employees who want to fill that vacancy must communicate their interest to the Contract Manager through the Lead CSO prior to the end of the posting period. The Employer shall then fill the vacancy with the most senior employee in the bargaining unit who has requested the assignment and who is capable of performing the work. Any vacancy created by such assignment shall be filled in the same way.

### **SECTION 3.2 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 calling the last laid off Employee first and so on. The Union President shall be the last person laid off and the first person recalled.

### **SECTION 3.3 TEMPORARY ASSIGNMENTS**

In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles contained in this Contract, 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. In the absence of volunteers, assignments shall be made on a reverse seniority 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.

Due to the changing work environment, all Employees are subject to assignment anywhere within the district on an as-needed basis from present on-duty personnel. Failure to comply with the aforementioned schedule changes may lead to disciplinary action up to and including dismissal.

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### **SECTION 3.4 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates specific guidelines for the selection of Lead CSOs. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4 MANAGEMENT RIGHTS**

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

## **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 Bargaining Unit Employee, except that this grievance procedure shall not be used for any disciplinary action directed by the US Marshals Service or by Judicial personnel. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the directives of the US Marshals Service or any member of the judiciary. The term "days" shall not include Saturdays, Sundays, 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:

**Informal Step** - Both the Company and the Union agree that the Employee will first discuss his/her complaint with his/her immediate supervisor within seven (7) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within seven (7) days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

**Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.

**Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

**Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

## **SECTION 5.4 ARBITRATION PROCEDURE**

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

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**Pre-Arbitration Hearing** – The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company, not a subject of the grievance, and Union President (or designee) to make a final effort to settle the grievance before arbitration.

**Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically 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, starting with the Company alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. All hearings will be held in Nassau or Suffolk County.

**Conduct of hearing** - The grievant may select his/her own attorney to represent him/her at the arbitration hearing. If so, the grievant will be responsible for the attorney's fees and expenses and such selection will constitute a release to the Union of any obligation to provide counsel.

Derogatory material in a grievant's personnel file which is not relevant to the grievance being arbitrated may not be used in evidence in an arbitration more than two (2) years after its entry into the grievant's file, unless such material formed the basis for a suspension.

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

**Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared 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.

**Time Limits** - The decision of the arbitrator shall be rendered within thirty (30) days 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 beginning at Step One of the grievance procedure.

## **SECTION 5.6 RIGHT TO PROCEED**

Since this agreement is between the Employer and the Union, the Employer and the Union have the sole right to move a case to arbitration under this agreement.

## **ARTICLE 6 DISCIPLINE**

### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall be dismissed or otherwise disciplined or suspended without just cause, unless the Employer is ordered by the Government to remove said employee from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract between the Company and the U.S.M.S. and all employees are required to comply with these standards. (See attached Rider A)

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **SECTION 7.1 WORKDAY AND WORKWEEK**

The normal workday for full-time employees shall consist of eight and one-half (8 1/2) consecutive hours inclusive of a thirty (30) minute duty-free unpaid meal period and two (2) fifteen (15) minute paid rest periods. The normal work week for a full time employee shall consist of five (5) days as set forth above. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week. No fulltime employee shall be required to rotate shifts except in cases of special scheduling needs.

## **SECTION 7.2 OVERTIME**

An overtime rate of time and one-half (1 1/2) of an Employee's base hourly 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 requested 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, the Employee shall be required to do so unless the Employee is excused for good cause.

## **SECTION 7.4 OVERTIME DISTRIBUTION**

Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the judges and/or Marshals Service. A revolving seniority list shall be used in the assignment of overtime, except when the Employer is directed by the US Marshals Service or judges, or in situations dictated by availability of personnel and amount of notice given for overtime. The name of an employee who works or declines overtime shall go to the bottom of the list. Leads and Site Supervisors will only be permitted to work these hours when there is no CSO available to work.

## **SECTION 7.5 SHARED POSITION EMPLOYEES**

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees shall be required to work all scheduled work hours, unless the Employee is excused for good cause. Shared position Employees will be required to sign the Akal Shared Officer Agreement. (See attached Rider B)

## **SECTION 7.6 REST PERIODS**

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

## **SECTION 7.7 CALL-IN PAY**

An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay.

# **ARTICLE 8 WAGES**

## **SECTION 8.1 WAGE SCHEDULE**

The base rate of pay for Court Security Officers in Eastern District of New York in this bargaining unit shall be:

<b>Year</b>	<b>CSO Wage</b>
1998 - 1999	21.82
1999 - 2000	22.47
2000 - 2001	23.15
2001 - 2002	23.84
2002 - 2003	24.56

## **SECTION 8.2 PAYDAY**

Payday for all hourly Employees will be after 11 a.m. on Friday following the bi-weekly 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 from the date the error occurred.

**SECTION 8.4 LEAD CSO RATES**

Year	Lead CSO 1 Wage
1998 - 1999	22.32
1999 - 2000	25.62
2000 - 2001	26.30
2001 - 2002	26.99
2002 - 2003	27.71

*rate gives away when unimodal absorbed into CI*

- There is only one Lead CSO with the Lead CSO 1

Year	Lead CSO 2 Wage
1998 - 1999	22.32
1999 - 2000	22.97
2000 - 2001	23.65
2001 - 2002	24.34
2002 - 2003	25.06

**SECTION 8.5 SHIFT PREMIUM**

A shift premium of three (3%) percent of the employee's regular hourly rate shall be paid for all hours worked between 6 P.M. and 6 A.M.

**ARTICLE 9  
HOLIDAYS**

**SECTION 9.1. HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day

**SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence

A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time without shift premium added.

B. Any full-time Employee who works as scheduled on a holiday shall be paid for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate

C. Any shared position Employee who works as scheduled on a holiday be paid for all hours worked and in addition shall receive a 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.

D. A shared position Employee who does not work on a holiday shall receive a 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.

**ARTICLE 10  
VACATIONS**

**SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES**

Eligible full-time employees shall be entitled to annual vacation pay, based on seniority as defined in this Agreement at their individual hourly rate at the time payment is made in accordance with the following schedule:

Upon completion of one year of service:	80 hours
Upon completion of five years of service:	120 hours
Upon completion of 10 years of service:	160 hours

**SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES**

Eligible shared position employees shall be entitled to a prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous anniversary year, pursuant to the schedule in this Agreement.

## **SECTION 10.2 SCHEDULING VACATIONS**

Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their Lead CSO, in writing, prior to April 1st of each year of their first and second choice for desired vacation periods, if any. An employee shall be permitted to take vacation in a two week block for two weeks of the vacation allowance. Thereafter it may be taken in one day increments or more upon mutual agreement with the supervisor.

The Employer will recognize union seniority when scheduling employees for vacation in accordance with Section 2.1. The Employer will allow the maximum amount of personnel off at any one time for vacation that allows the Company to maintain efficient operations. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements. It is the right of the Employer to ensure that vacation absences do not prevent full coverage of Contract work requirements.

## **SECTION 10.3 PAY OPTIONS**

Earned vacation pay shall be paid on the pay day following the employee's return to the job after his/her vacation.

## **SECTION 10.4 UNUSED VACATION**

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

## **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

Any time during the year, employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave. An employee who exercises this option may not use seniority for vacation time redeemed in this manner.

## **SECTION 10.6 TERMINATING EMPLOYEES**

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

## **SECTION 10.7 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 10.8 VACATION INCREMENTS**

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

# **ARTICLE 11**

## **LEAVES**

### **SECTION 11.1 LEAVE OF ABSENCE**

Personal leaves of absence other than those covered by the provisions of the Family and Medical Leave Act may be granted at the discretion of the Employer without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employees on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an employee's position while on a non-statutory unpaid leave of absence.

### **SECTION 11.2 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 11.3 UNION LEAVE**

A Union officer will be granted an unpaid leave of absence upon written request for the purpose of attending conventions or other meetings of vital interest to the Union. The maximum number of days given for union leave is not to exceed three days per contract year.

### **SECTION 11.4 MEDICAL LEAVE**

The Company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make it's best efforts to extend the leave period as necessary. The Company agrees to meet with the Union to resolve any contract related difficulties.

### **SECTION 11.5 PERSONAL LEAVE**

Each full-time employee shall be eligible to use the number of personal leave days per 12-month Government contract year worked as set forth in the following schedule, to be paid for at the employee's regular hourly rate of pay.

Effective October 1, 1999 - 4 days (32 hours)

Effective October 1, 2000 - 5 days (40 hours)

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see **Personal Leave Eligibility Tables** below):

<b>Personal Leave Eligibility Table</b>		
October 1, 1999 – September 30, 2000		
<b>(Date Employee begins working on the contract, based on an October 1 contract start date.)</b>	<b>FULL-TIME</b> Rate of personal Leave Eligible to Use	<b>SHARED POSITION</b> Rate of personal Leave Eligible to Use
October 1-31	32 hours	16 Hours
November 1-30	29 hours	21.5 Hours
December 1-31	26 hours	19 Hours
January 1-31	22 hours	16.5 Hours
February 1-29	19 hours	14.5 Hours
March 1-31	16 hours	12 Hours
April 1-30	12 hours	9.5 Hours
May 1-31	9 hours	7 hours
June 1-30	6 hours	4.5 hours
July 1-31	3 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

<b>Personal Leave Eligibility Table</b>		
October 1, 2000– September 30, 2003		
<b>(Date Employee begins working on the contract, based on an October 1 contract start date.)</b>	<b>FULL-TIME</b> Rate of personal Leave Eligible to Use	<b>SHARED POSITION</b> Rate of personal Leave Eligible to Use
October 1-31	40 hours	20 Hours
November 1-30	36 hours	18 Hours
December 1-31	32 hours	16 Hours
January 1-31	28 hours	14 Hours
February 1-29	24 hours	12 Hours
March 1-31	20 hours	10 Hours
April 1-30	16 hours	8 Hours
May 1-31	12 hours	6 hours
June 1-30	8 hours	4 hours
July 1-31	4 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

- A. Personal days shall be used in not less than four-hour increments and shall be paid when taken by the employee as approved in advance by the Lead CSO, Site Supervisor, or Contract Manager. For good cause the employee may with the authorization from the immediate supervisor take emergency personal leave without advance approval. Shared position employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position employee who worked more than half the full-time hours (1,040 hours) will be paid for-additional prorated personal leave based upon the number of actual hours Employee worked during that contract year
- B. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to employee at the end of the contract year.

- C. Upon termination of employment, employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours employee worked during that contract year, the amount of the overage will be deducted from the employee's final paycheck.
- D. Personal leave (and vacation) days may be used to cover absences caused by illness. Any employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits, except in case of emergency. Disciplinary action may result from excessive, unapproved absenteeism.

### **SECTION 11.6 PROCESSING LEAVES OF ABSENCE**

A leave of absence must be processed in the following manner

- A. All requests for any unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
  - 1. The effective dates of such leave.
  - 2. The date of return to work.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by the employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions when granted shall not total more than thirty (30) days.

### **SECTION 11.7 BEREAVEMENT LEAVE**

All non-probationary employees shall be entitled to 3 (three) days paid leave for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, or sibling-in-law. Employee will notify the Lead CSO, whenever possible, of the need for bereavement leave.

## **SECTION 11.8 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 11.9 JURY DUTY**

Employees serving jury duty on a scheduled work day will receive the compensation provided for under the New York State Judiciary law.

## **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 in accordance with the following schedule at the hourly rate:

Effective October 1, 1998 through September 30, 1999	\$1.39/hour
Effective October 1, 1999 through September 30, 2000	\$1.64/hour
Effective October 1, 2000 through September 30, 2001	\$1.93/hour
Effective October 1, 2001 through September 30, 2002	\$1.93/hour
Effective October 1, 2002 through September 30, 2003	\$1.93/hour

### **SECTION 12.2 MINIMUM BENEFITS**

The amounts required in the Agreement shall serve as the minimum health and welfare benefits for employees.

### **SECTION 12.3 OTHER BENEFITS**

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

#### **SECTION 12.4 UNIFORM MAINTENANCE**

The Employer will pay the employee \$ 10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe allowance of \$75 00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes.

#### **SECTION 12.5 UNIFORM**

Uniforms will be provided per the USMS contract.

#### **SECTION 12.6 DISABILITY AND WORKERS COMPENSATION**

The Employer will provide disability insurance and workers compensation insurance as required by New York State and will deduct the allowed amount from the employee's pay.

#### **SECTION 12.7 LIFE INSURANCE**

Effective upon signing this agreement, the employer shall provide a \$10,000 life insurance policy on the life of each employee, without cost to the employee. The employee shall have the option of purchasing additional insurance under such policy at his/her own cost.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the government for the use of the CSOs to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the US Government.

## **SECTION 13.2 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the employee of up to a maximum of eighty dollars (\$80) per examination. Receipts must be furnished by employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay employee up to two hours for time spent taking an employer-requested medical examination.

## **SECTION 13.3 TRAVEL EXPENSES**

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an employee. Any hours to include travel over twelve (12) hours and may require the Employee to stay overnight will be paid at the appropriate per diem. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement, with a maximum of eight (8) per day. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the travel voucher and all required receipts, all subject to Federal rules and regulations.

## **SECTION 13.4 BREAK ROOMS**

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

## **SECTION 13.5 LOCKERS**

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs. The providing of these facilities is the prerogative of the US Government.

## **SECTION 13.6 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

## **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 they belong to the Bargaining Unit or not Employees shall be subject to the eligibility requirements and rules of the Plan.

## **ARTICLE 15 TRAINING**

### **SECTION 15.1 TRAINING**

The Company will make its best effort to implement its advanced CSO training program to enhance the professional capabilities of the employees. Actual scheduling of training is subject to approval by the US Government and may be subject to funding by the US Government. An employee who is required by the Employer to attend CSO training shall be paid by the Employer for the time required.

**ARTICLE 16  
SAFETY**

**SECTION 16.1 SAFETY POLICY**

It is the policy of the Company to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards

**SECTION 16.2 OSHA STANDARDS**

The Company will report to OSHA any safety violations observed or reported to the Company in any government provided CSO work stations and break rooms.

**ARTICLE 17**

**CONTINUITY OF OPERATIONS**

**SECTION 17.1 NO STRIKES**

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, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. 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 disciplined. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

**SECTION 17.2 LOCKOUTS**

During the life of this Agreement, or any extension thereof, the Employer shall not lockout any employees covered in this agreement.

**ARTICLE 18  
SEPARABILITY OF CONTRACT**

In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 19  
SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

The parties recognize that they are providing a service to the United States Government. Therefore, the terms of this agreement are subject to the directives of the Government, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this agreement, the Union may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the Government's directive.

Immediately following the execution of this agreement the Employer shall forward one or more copies, as appropriate, to the USMS and use its best efforts to seek the expeditious approval of this agreement. The Employer shall keep the Union advised of its efforts in this regard.

**ARTICLE 20  
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. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this agreement except as specifically provided for in other provisions of this agreement.

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Association of Court Security Officers of New York

October 1998 – September 2003 CBA

**ARTICLE 21  
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, 2003 with the provision that should either party desire to terminate or modify 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 year prior to the expiration. In the event such notice is given, the parties shall forthwith commence negotiations for a successor agreement. The existing agreement may be continued by mutual consent of both parties until an agreement is reached. This agreement may also be changed or amended by agreement of both parties, in writing.

**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:  
ASSOCIATION OF COURT SECURITY  
OFFICERS OF NEW YORK

BY: *David Keane*

TITLE: *President*

DATE: \_\_\_\_\_

FOR:  
AKAL SECURITY, INC.

BY: *David S. P.*

TITLE: *SR. V.P.*

# **AKAL**

## **SECURITY**

### **United States Marshals Service CSO Performance Standards**

**To: All CSOs, SSOs, Lead CSOs, Site Supervisors and Contract Managers**

**Please read the CSO Performance Standards as set forth by the United States Marshals Service. This is required reading for all Akal personnel employed under USMS contracts.**

**Be advised that Akal Security is obligated, as stated below, to enforce disciplinary action up to and including removal from the CSO program if necessary, for any CSO, SSO, Lead, Site Supervisor or Contract Manager who fails to meet any of these performance standards. If you have any questions or need further information, please contact the Department of Human Resources at the Akal corporate office (1-888-325-2527).**

**(a) General:**

The integrity of the US Courts and the USMS is dependent upon the conduct of individual CSOs. A minimum standard of performance is set forth below to provide guidance for CSOs in maintaining suitability to perform court security services within the Court Security Program.

**(b) Responsibilities:**

- (1) Each CSO shall be required to adhere to the standards of conduct set forth below.
- (2) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall ensure that each of its employees adhere to the Standards of Conduct (set forth below) and meet all applicable health and fitness requirements. The Contractor shall also be responsible for taking such disciplinary action as necessary when its employees fail to meet such contract standards of requirements. Failure to do so constitutes Contractor nonperformance.

**(c) Performance Standards:**

All personnel required to perform on this contract shall comply with the following performance standards:

- (1) Be courteous and demonstrate good manners toward the judiciary, court employees and the general public.
- (2) Maintain a respectful and helpful attitude in all endeavors.
- (3) Maintain a neat, clean and businesslike appearance and comply with CSO dress standards while on duty.
- (4) Report to work physically fit and mentally alert. Personnel feeling otherwise will make appropriate notification to the appropriate supervisor and request necessary relief or instructions.
- (5) Report any circumstances which may adversely affect performance on a particular assignment to their supervisor, prior to the assignment.
- (6) If the CSO should be detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation, they must report this to the appropriate supervisor,

no later than the next working day. The supervisor will immediately report the incident to the Contract Manager, the COTR, and the Chief, Court Security Program, JSD.

(7) Ensure that weapons are concealed from view when not in use. Weapons shall not be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or members of the general public. Ensure that weapons are secured in a safe place to prevent theft.

(8) Not engage in any discussion concerning Government matters, policies, grievances, or personalities and financial, personal, or family matters with jury members, prisoners, witnesses, protected persons, family members, the public or any known associate of the above. Not entertain, socialize, or enter into business agreements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons or family members and friends of the above.

(9) Not accept or solicit gifts, favors, or bribes in connection with official duties.

(10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).

(11) Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.

(12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not gamble or unlawfully bet or promote gambling on government owned or leased premises.

(13) Not disclose any official information, except to the COTR, or other officials having a need to know, or make any news or press releases without the express permission of the Contracting Officer or the COTR. This does not prohibit protected whistle blowing activities or protected union activities.

(14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.

(15) Comply with applicable laws while performing official duties.

(16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.

(17) Not discriminate against or sexually harass an employee or applicant for employment or engage in any prohibited personnel practices.

(18) Ensure that financial obligations are met.

(19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.

(20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others serving on behalf of the USMS.

(21) Refrain from any activity which would adversely affect the reputation of the US Courts, Department of Justice, or the USMS.

(22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This does not apply to immediate family members so long as you have notified the US Marshal and Chief, Court Security Program JSD of their status.

(23) Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants to excess or non-prescribed drugs. Except in an official capacity, neither possess nor use illegal drugs. Abstain from the consumption or possession of alcoholic beverages while on duty. Do not report for duty or work under any condition which impairs the ability to perform as expected.

(24) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers and Government employees.

(25) Not operate a Government vehicle, or any other vehicle while on Government business, in an improper manner or under the influence of intoxicants or drugs.

(26) Not misuse official authority, credentials, communications equipment, or weapon(s).

(27) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.

(28) Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or management officials.

(29) Not violate security procedures or regulations.

(30) Not close or desert any post prior to scheduled closure unless directed to do so or permission is received from the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.

(31) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.

(32) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.

(33) Do not possess, use, lose, damage, or otherwise take government property or the property of others without authorization of the COTR.

(34) If assigned to conduct investigations or interviews, do so in an impartial, objective, and businesslike manner to insure fairness, both to the individual being investigated and to the USMS. When conducting investigations or interviews, employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.

(35) Refrain from surreptitiously recording conversations between government, law enforcement or contractor employees.

(36) Conduct only official business on Government property.

(37) Refrain from neglecting duties. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

(38) Refrain from use of abusive or offensive language, quarreling, and intimidation by words, actions, fighting and participation in disruptive activities which interfere with normal and efficient Government operations.

(39) Respect the offices of judges and other court officers. CSOs must not disturb papers on desks, open desks drawers or cabinets, or use Government telephones and equipment, except as authorized.

**AKAL SECURITY, INC.**  
**SHARED OFFICER AGREEMENT**  
**USMS Court Security Program**

**District:** \_\_\_\_\_

**City:** \_\_\_\_\_

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

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

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

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

ASSOCIATION OF COURT SECURITY OFFICERS OF NEW YORK  
261 North Hickory  
North Massapequa, NY 11754

March 25, 1999

AKAL Security, Incorporated  
Rt 3 Box 13788  
Española, NM 87532

Re: AKAL/ACSONY  
Long Island CBA (LI-CBA)

Gentlemen:

This letter is intended to express our agreement with regard to two issues that have been addressed in the collective bargaining agreement between us covering the period from October 1, 1998 through September 30, 2003. (LI-CBA)

**First:** Upon written request from ACSONY to AKAL, you will provide ACSONY with copies of union security provisions contained in any CBA you have covering CSO's in the Second Circuit. ACSONY shall have the option of substituting any such provision in place of the union security provision now contained in the LI-CBA.

**Second:** If at any time during the term of LI-CBA, the U.S.D.O.L. should increase the amounts allowable for health and welfare payments to CSO's under contracts between the USMS and contractors such as AKAL over and above the amounts set forth in LI-CBA, then upon written request to you from ACSONY the parties shall meet to renegotiate the health and welfare allowances to bring them in line with the U.S.D.O.L. provisions.

If you are in agreement with the contents of this letter please sign and return one copy to me.

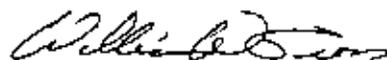
Sincerely yours,

  
Daya Khalsa  
SR V.P. AKAL Security

  
Gerard Keane, President.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 2001-0345  
Revision No.: 1  
Date of Last Revision: 09/07/2001

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State: New York

Area: New York Counties of Erie, Monroe

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Employed on U.S. Marshals contracts for  
court security services in the above  
locality:

Collective Bargaining Agreement between Akal Security, Incorporated and Fraternal Order of Court Security Officers (Buffalo, Rochester), effective October 1, 2000 through September 30, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**Fraternal Order of Court Security Officers**

**Western District of New York (Buffalo, Rochester)**

**October 1, 2000 - September 30, 2003**

## PREAMBLE

THIS AGREEMENT is made and entered into on May 30, 2000 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and the duly elected Organization of the employees, hereinafter referred to as the "Union". All non-economic provisions of this contract shall be in effect as of May 30, 2000. All economic provisions of this contract shall be in effect as of October 1, 2000, 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 and regular shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), and Lead Court Security officers (LCSOs) assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the Western District of New York (Buffalo and Rochester), excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, temporarily assigned Employees and substitute Employees and all other Employees of the Employer.
- 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 Company will not be responsible for paying the steward for time spent in this regard.

## SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

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

## SECTION 1.5 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of 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) As an employee, it may be required that all members of the bargaining unit shall be required to pay to the Union a service fee (contingent upon the Association bylaws). 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.
  - 3) 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 supervisor or 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 what the Union membership dues are.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seventy-two (72) hours from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be born 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) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility 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. Union Seniority shall be the length of continuous service from the Employee's last date of hire or transfer to all sites within this Local as a CSO or LCSO for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work and other matters as provided for in this Agreement.

#### SECTION 2.2 SENIORITY LISTS

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

### **SECTION 2.3 PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

### **SECTION 2.4 TRANSFER OUT OF UNIT**

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

### **SECTION 2.5 PROBATIONARY EMPLOYEES**

Probationary Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the USMS performing background checks and granting written authorization on newly hired Employees.

### **SECTION 2.6 TERMINATION OF SENIORITY**

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

- a) the Employee quits or retires;
- b) the Employee is discharged;
- c) a settlement with an 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 ) days;
- e) the Government revokes the Employee's credentials as a CSO;
- f) Employee is required by USMS to be removed from working under the Employer's contract with the Government pending the revocation of credentials;
- g) Employee is permanently transferred out of the bargaining unit.

## ARTICLE 3

### JOB OPPORTUNITIES

#### SECTION 3.1 FILLING VACANCIES

- A. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of three (3) working days (excluding Saturdays, Sundays and holidays). Shared position Employees who are not scheduled to work during that three (3) day period at the site where an opening occurs will be notified by the Union. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Shared position Employee who has applied for the position at that site, in writing, who will be trained if required to fill any necessary qualifications for the new position. If there are no applicants at the site where the opening exists, then the position will be made open for other employees within the Union. The filling of vacancies shall not lead to shift bidding. It is intended to fill vacancies only.

#### SECTION 3.1A SHARED POSITION EMPLOYEES

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

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

#### SECTION 3.1B 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 calling 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 are subject to assignment anywhere within the district on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

### **SECTION 3.3 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates specific guidelines for the selection of Lead CSOs. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability as evaluated by the Company. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### **SECTION 4.1. MANAGEMENT RIGHTS**

The Company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservation of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstandings or grievances in the future, to specify by way of illustration some of the rights reserved to the Company, which it may exercise in its sole discretion and which might otherwise be sources of potential controversy, these rights being:

- A. The right to determine, direct and change the work operations and work force of the Company;
- B. The right to increase or decrease the work force, to eliminate or combine job classifications in whole or in part, and to establish new job classifications for such new classifications;
- C. The right to contract out any or all work of whatever kind, so long as such contracting out is not for the retaliatory purpose of reducing the Bargaining Unit;

- D. The right to assign non-bargaining unit employees, including supervisory personnel, to perform work which might otherwise have been performed by employees covered by this Agreement, in emergencies;
- E. The right to determine and change the location and operations of all Company projects and facilities;
- F. The right to determine performance standards, the type of services to be rendered, and the manner in which such services are to be performed;
- G. The right to determine the type and quantity of machines, equipment and supplies to be used and the purchase, control and use of all materials, equipment and supplies that are purchased, used or handled by the Company;
- H. The right to sell, lease, shut down or otherwise dispose of all or any part of the Company's assets or business operations;
- I. The right to introduce changes in methods of operation, jobs or facilities, including the right to change any or all of its business operations, even though this operates to eliminate bargaining unit jobs;
- J. The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company, regardless of whether it is related to his principal duties. These job descriptions will be provided to the Union and the Union given the chance to comment before implementation;
- K. The right to hire, promote, transfer and lay off employees covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred or laid off;
- L. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime;
- M. The right to make and enforce work rules not inconsistent with the express provisions of this Agreement. No work rule(s) will be implemented by the Company until fifteen (15) calendar days after it has been provided to the Union, during which time the Union may comment to the Company on such work rule(s). An exception to this policy is implementation of work rules in compliance with government requirements. The Company agrees to provide copies of the Government Regulations in a timely fashion.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action of removal from the contract or revocation of required CSO credentials by the USMS. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under the express directives of the USMS, outside the control of the Company.

**SECTION 5.2 GENERAL PROVISIONS**

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

**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 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 working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.
  
- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or designee. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to

him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.

- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to, to return a decision, in writing, with a copy to the aggrieved Employee and the Steward.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to pre-arbitration by the Union, giving the Akal 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 Union President (or designee) to meet telephonically to make a final effort to settle the grievance before arbitration.
- B. **Selection of an Arbitrator** – If the grievance is not settled at the pre-arbitration step, then within five (5) days after an unsuccessful pre-arbitration hearing, the Union may submit a request for arbitration. Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

D. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the 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 the Informal Step of the grievance procedure.

#### **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

### **ARTICLE 6**

#### **DISMISSAL**

##### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall receive verbal counseling or written warning or suspension or dismissal without just cause. An employee shall be dismissed or suspended when the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the USMS. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract 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.

## 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 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 requested 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, the Employee shall be required to do so unless the Employee is excused for good cause.

#### SECTION 7.4 OVERTIME DISTRIBUTION

- A. Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of the USMS. Seniority shall be used in the assignment of overtime (on a rotating schedule), except when the Employer is specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.
- B. **Exclusion:** Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment.

## SECTION 7.5 REST PERIODS

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

## SECTION 7.6 CALL-IN PAY

An Employee called in to work will be guaranteed a minimum of three (3) hours of work or pay.

## SECTION 7.7 SHIFT BIDDING

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

## SECTION 7.8 SHIFT DIFFERENTIAL

All work performed between the six (6) PM. and six (6) AM. the next day shall be paid at 103% of the employee's regular hourly rate.

## ARTICLE 8 WAGES

### SECTION 8.1 WAGE SCHEDULE

The base rate of pay for Court Security Officers will be:

Location: Rochester			
Year	CSO Wage	Lead CSO Wage 1	
10/1/00-9/30/01	\$17.12	\$18.21	
10/1/01-9/30/02	\$17.63	\$18.72	
10/1/02-9/30/03	\$18.16	\$19.25	
Location: Buffalo			
Year	CSO Wage	Lead CSO Wage 1	Lead CSO Wage 2
10/1/00-9/30/01	\$18.18	\$18.68	\$19.26
10/1/01-9/30/02	\$18.72	\$19.22	\$19.80
10/1/02-9/30/03	\$19.28	\$19.78	\$20.36

## **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 a premium to the current CSO rate. The amount of premium to be paid to the additional LCSO will be the LCSO wage. In the case where there are multiple LCSO wages, the additional LCSO will be paid at the lowest LCSO wage.

# **ARTICLE 9**

## **HOLIDAYS**

### **SECTION 9.1. HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Good Friday (Buffalo), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

- A. The Employee will not be paid holiday pay if the Employee is laid off, or on an unpaid leave of absence on the working day before and after the day that the holiday occurs.
- B. A full-time 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 Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- D. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate 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.

- E. A shared position Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee worked during the two (2) week pay period in which the holiday occurs.
- F. In the event that the Holiday falls on a weekend, the term holiday will refer to the day that the Government designates as the Holiday.

## ARTICLE 10

### VACATIONS

#### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer (based on the employee's anniversary date of employment) at their individual hourly rate at the time payment is made in accordance with the following schedule:

##### Rochester

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 20 years of service:	200	hours

##### Buffalo

Upon completion of 1 year of service:	80	hours
Upon completion of 5 years of service:	120	hours
Upon completion of 15 years of service:	160	hours
Upon completion of 20 years of service:	200	hours

#### SECTION 10.1A ELIGIBLE SHARED POSITION EMPLOYEES

Eligible shared position Employees shall be entitled to prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous year based on the employee's anniversary date.

#### SECTION 10.2 SCHEDULING VACATIONS

- A. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their LCSO or other designated Supervisor, in writing, prior to April 1st of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as requested prior to April 1, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

### **SECTION 10.3 PAY OPTIONS**

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

### **SECTION 10.4 UNUSED VACATION**

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

### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

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

### **SECTION 10.6 TERMINATING EMPLOYEES**

Upon termination of employment, Employee 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. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

### **SECTION 10.7 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 10.8 VACATION INCREMENTS**

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

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under the USMS CSO contract, the Employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during Employee absences. An unpaid sick leave requires a doctors proof of illness, the employer may require a physicians note after three (3) days and 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 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 is incorporated herein.
- B. The Company agrees to honor the Family and Medical Leave Act of 1993 for all employees.
- C. The 12-week period may be extended at the discretion of the Employer. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.
- D. If the employee files for FMLA on false pretext or works for another employer without pre authorization from the company, the employee will be removed from the CSO program.

#### SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

**SECTION 11.4 UNION LEAVE**

A Union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. The maximum number of days given for union leave is not to exceed a total of 5 days per contract year and the maximum number of union officers or delegates to be granted leave of absence is not to exceed three (3) employees per local union.

**SECTION 11.5 PERSONAL LEAVE**

- A. Each full-time seniority Employee shall be eligible to use a maximum of four (4) days of personal leave per 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 upon the following schedule (see **Personal Leave Eligibility Table** below):

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

- B. A total of eight (8) hours of personal days shall be used in not less than two (2) hour increments, the remaining personal days shall be used in no less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance in writing by the Lead CSO, Site Supervisor or Contract Manager.

- 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 (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.
- 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 complete calendar months Employee worked during that contract year.
- 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 illness must notify the Employer at least two (2) hours prior to the beginning of their regular shift in order to be eligible for paid personal leave benefits. Disciplinary action may result from excessive and/or unapproved absenteeism.

#### **SECTION 11.6 PROCESSING LEAVES OF ABSENCE**

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

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:
  - 1. The reasons for such leave;
  - 2. The effective dates of such leave;
  - 3. The estimated date of return to work.
- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by 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.

## **SECTION 11.7 BEREAVEMENT LEAVE (PAID LEAVE)**

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

## **SECTION 11.7 JURY DUTY**

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

## **SECTION 11.8 GENERAL PROVISIONS**

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

# **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 the Employees in their paychecks on all hours paid up to forty (40) hours per week and up to a total of 2080 hours per contract year in accordance with the prevailing Wage Determination as of October 1<sup>st</sup> of every contract year.

### **SECTION 12.2 MINIMUM BENEFITS**

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

### **SECTION 12.3 OTHER BENEFITS**

The Employer will offer Employees the opportunity to participate in other 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 12.3A GROUP DISABILITY INSURANCE  
LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of five thousand (\$5,000) dollars shall be provided to all employees by the Company.

**SECTION 12.4 UNIFORM MAINTENANCE**

The Employer will pay the Employee \$.10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe allowance of \$50.00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes and other work related gear.

**ARTICLE 13  
MISCELLANEOUS PROVISIONS**

**SECTION 13.1 BULLETIN BOARDS**

The Employer will make its best effort to obtain a space from the government for the use of the CSOs to locate a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the US Government.

**SECTION 13.2 PHYSICAL EXAMINATIONS**

- A. The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of \$80 per year. Receipts must be furnished by Employee in order to process reimbursement.
  
- B. Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination.

### **SECTION 13.3 TRAVEL EXPENSES**

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any work day that includes travel and totals over twelve (12) hours may require the Employee to stay overnight and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

### **SECTION 13.4 BREAK ROOMS**

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

### **SECTION 13.5 LOCKERS**

The Employer will make its best effort to obtain lockers from the government for the use of the CSOs. The providing of these facilities is the prerogative of the US Government.

### **SECTION 13.6 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically approved by the Employer.

## **ARTICLE 14**

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

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

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

## ARTICLE 15

### TRAINING

#### SECTION 15.1 TRAINING

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

## ARTICLE 16

### SAFETY

#### SECTION 16.1 SAFETY POLICY

It is the policy of the Company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

#### SECTION 16.2 OSHA STANDARDS

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

## ARTICLE 17

### CONTINUITY OF OPERATIONS

#### SECTION 17.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

- B. Upon hearing of 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 17.2 LOCKOUTS**

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

## **ARTICLE 18**

### **SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 19**

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

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

## ARTICLE 20

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, 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 reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

## ARTICLE 21

### DURATION

This Agreement shall be effective 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, 2003, 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 an 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:

BY: [Signature]  
TITLE: President  
DATE: July 7, 2000

FOR:

BY: [Signature]  
TITLE: Sec/Treas  
DATE: July 7, 2000

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR:

AKAL SECURITY, INC.

BY: [Signature]  
TITLE: SR V.P.  
DATE: July 13, 2000

FOR:

AKAL SECURITY, INC.

BY: [Signature]  
TITLE: Director of Human Resources  
DATE: July 13, 2000

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 2002-0034  
Revision No.: 1  
Date of Last Revision: 01/30/2002

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State: New York

Area: New York Counties of Dutchess, Kings, Orange, Westchester

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Employed on U.S. Marshals Service contracts for  
Court Security Officer in the above locality:

Collective Bargaining Agreement between Akal Security, Inc. and United States Court Security Officers  
Southern District of New York effective October 1, 2001 through September 30, 2004.

Collective Bargaining Agreement between Akal Security, Inc. and United Government Security Officers of  
America Eastern District of New York, Local #119 (Brooklyn Only) effective October 1, 2001 through  
September 30, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by  
the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid  
wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension  
agreement(s).

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**UNITED STATES COURT SECURITY OFFICERS  
SOUTHERN DISTRICT OF NEW YORK**

*Circuit 2*

*New York, New York; White Plains, New York; Poughkeepsie, New York; Newburgh, New York*

**October 1, 2001 - September 30, 2004**

## **AGREEMENT**

This agreement is entered into this March 7, 2001, between AKAL SECURITY INC. (hereinafter referred to as "AKAL" or "the Company" or "the Employer") and its successors, and the United States Court Security Officers Southern District of New York and its successors (hereinafter referred to as "USCSO" or "the Union"); the Court Security Officers, Special Security Officers, Lead Court Security Officers, Lead Special Security Officers, are hereinafter referred to as "CSO's", "SSO's," "LCSO's," "LSSO" or "Employees") certified by the National Labor Relations Board. All non-economic provisions of this contract shall be in effect as of October 1, 2000. All economic provisions of this contract shall be in effect as of October 1, 2001, including but not limited to compensation and fringe benefits.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire business or a significant portion of the assets thereof are acquired by purchase, assignment, merger or consolidation in any other manner, the person, partnership, corporation or entity acquiring such business or assets shall be required to assume all of the obligations of this agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other successor and shall require such purchaser, transferee, lessee, assignee, or other successor, to assume the obligations of this Agreement. The aforesaid notice of this Agreement shall be in writing with a copy to the Union. In the event the Employer fails to require the purchaser, transferee, lessee, assignee, or other successor to assume the obligations of this Agreement, the Employer (including partners, shareholders, or other equity owners) shall be liable to the Union and the covered employees for all damages sustained thereby.

## **PURPOSE**

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, to provide for peaceful adjustments of any differences which may arise between them, and to set forth the Agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.

The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Union and Company philosophy  
And the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## ARTICLE 1

### GENERAL PROVISIONS

#### SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The employer recognizes the Union as the sole and exclusive bargaining agent for the unit of employees as set forth in this Agreement.
- B. This Agreement shall cover all employees of the Company now employed and to be employed in the position of CSO, SSO, LCSO, LSSO at the US Government facilities in New York, New York; White Plains, New York; Poughkeepsie, New York; Newburgh, New York where the Company has a contract to provide CSOs, SSOs, LCSOs, LSSOs for the US Marshal Service, (Hereinafter referred to as the US Marshal Service or "USMS").

#### SECTION 1.1a SPECIAL UNITED STATES MARSHALS SERVICE PERIMETER SECURITY UNIT

In order to secure the perimeter of the judicial facilities in the Southern and Eastern District of New York, the USMS has ordered the Company to staff perimeter security positions with SSOs and LSSOs. This is a temporary security program, and the SSO and LSSO positions are temporary positions within a self-contained unit. If the USMS discontinues, or partially discontinues its perimeter security program, temporary SSO and LSSO positions will be discontinued and the SSO's and LSSO's employment discontinued. This discontinuation of temporary positions will not be subject to grievance procedures, and can occur at any time.

The Special Security positions have their own seniority which will include only the other members of their unit. SSOs may not fill CSO positions on a temporary basis, while continuing to hold SSO positions, or vice versa. Only by separating from the SSO program could an SSO be eligible to fill a CSO position, SSO experience shall be considered when a SSO applies for a permanent CSO position.

The Employees of the Special United States Marshals Service Perimeter Security Unit are entitled to the same economic and non economic provisions as the CSO unless limited by this Section.

#### SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations. The members of the Negotiating Committee will be selected by the local Union President. The Union will provide the names of these individuals to the Company prior to the negotiations. The Company and the Union agree that these individuals will remain the same throughout the negotiations unless the Union timely requests substitution of one of its members.

### **SECTION 1.3 STEWARD SYSTEM AND UNION LEAVE**

Union business shall not be conducted during working time or in work areas if it interferes with security responsibilities without the consent of the Project/Contract Manager or Designee:

- A. The Company agrees to recognize a Shop Steward at each work site within the Southern District of New York.
- B. Any Shop Steward having an individual grievance in connection with his/her own work may ask for an alternate to represent him in accordance with the provisions of this article.
- C. The Shop Steward or Local President shall notify the supervisor whenever they enter or remain in, the facility for the purpose of handling an individual grievance or complaint at anytime other than during their regularly scheduled shift

### **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 under the US Marshals Service 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) As a condition of employment, all members of the bargaining unit shall be required to pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
  - 3) 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 (under Section 501(c)(3) of the IRS Code, non-religious, non-labor charitable organization. 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/her obligations hereunder. The Union may, however, enforce any obligation of any Employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the Employee's 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 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 supervisor or 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 what the Union membership dues are.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within seventy-two (72) hours from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be born 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) days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility 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.

The Company will remit all such deductions to the Treasurer of USCSO. The Company shall furnish the Treasurer of USCSO with a deduction list, setting forth the name and amount of dues fees as soon as practicable.

## **ARTICLE 2**

### **SENIORITY**

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

Seniority shall be defined as the length of continuous employment in the position of Court/Special Security Officer / Lead Court/Special Security Officer, (Full-time or Shared Position) performing substantially similar duties to those presently being performed, regardless of the location or the employer except that those persons employed on the effective date of this agreement in this bargaining unit shall have seniority over any employee thereafter hired or transferred into this bargaining unit. Special Security Officers awarded positions as Court Security Officers under Section 3.1 shall retain their Special Security Officer seniority date for all purposes.

Seniority will be used when applying the following aspects of this Agreement: Vacation scheduling, shift preference, starting time, work location, layoffs, rehiring after layoffs. When providing names to the USMS for USMS training school, Akal will provide the names in order of seniority.

Any employee who is granted an approved leave of absence will retain all seniority rights.

Seniority will determine holiday work assignments. New York County sites will fill holiday assignments within their respective boundaries and the White Plains, Poughkeepsie, and Newburgh sites will fill holiday assignments within their respective boundaries.

Seniority will determine vacation schedules. New York County sites will fill vacation schedules within their respective boundaries and the White Plains, Poughkeepsie, and Newburgh sites will fill vacation schedules within their respective boundaries.

#### **SECTION 2.2 SENIORITY LISTS**

Separate seniority lists will be provided by the Company upon request a maximum of twice a year for each work sight for the CSOs, SSOs, LSCOs, LSSOs that actually work at each location for the purpose of scheduling vacations and will be available for review by the Employees.

## **SECTION 2.2 MONTHLY ACTIVITY REPORT**

The company agrees that each month it will provide a copy of the monthly activity report to the Union detailing any changes in CSO/SSO/LCSO/LSSO staffing.

## **SECTION 2.3 TRANSFER OUT OF UNIT**

Any bargaining unit employee promoted to a non-bargaining unit position for more than one hundred and twenty (120) days, shall lose his/her seniority. Such employee shall regain accumulated seniority upon transfer back into the bargaining unit within such one hundred and twenty (120) days one time during the term of this agreement.

## **SECTION 2.4 PROBATION/INTRODUCTORY EMPLOYEES**

The Employer on an introductory basis hires employees for a period of sixty (60) days. During this period, employees shall have no seniority rights and may be terminated without recourse to the grievance and/or arbitration procedures. At the completion of the introductory period, the employee shall retain their seniority from the date of hire. Incumbents do not go back on probation if a new contractor assumes the contract.

## **SECTION 2.5 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 an 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 two hundred seventy (270) days; or the Government terminates the Employee's credentials as a Special Deputy Marshal;
- E. The Employee is permanently transferred out of the bargaining unit.

## **SECTION 2.6**

Employees shall notify the employer in writing on a form to be provided by the Company of their proper mailing address and telephone number, or of any change of name, address or telephone number.

## ARTICLE 3

### JOB OPPORTUNITIES

#### SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) days. Shared position Employees who are not scheduled to work during that five (5) day period at the site where an opening occurs will be notified by the Company. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee who has applied for the position, who will be trained if required to fill any necessary qualifications for the new position.

Should the filling of a vacancy under this Article create additional vacancies, those vacancies will be filled under this Article as well. Any Employee who wishes to apply for the open position shall do so in writing.

For every third vacancy in a CSO position, which is not filled by another CSO, the Site Supervisor will notify the Union of the Vacancy and the CSO position will be posted for five (5) days for bidding by SSOs. (The Union will notify shared position SSOs who are not scheduled to work during the posting period of the vacancy). The Company will fill every third vacant CSO position with the senior-most SSO who has bid and who has at least 18 months seniority in the SSO program at the time of his/her bid. The Company, at its election, may not award a vacancy to the senior most bidder if the senior-most bidder has received five (5) written warnings for violation of performance standards arising out of five (5) separate incidents or has been suspended within the preceding twelve (12) months. If the Company elects not to award the position to the senior-most bidder under the preceding sentence, the position shall be awarded to the next senior-most bidder. The SSO who accepts a position in the CSO program will retain his/her seniority from his/her date of hire into the SSO program.

The parties agree to re-open the collective bargaining agreement on September 30, 2001 limited to Section 3.1.

#### SECTION 3.1A SHARED POSITION EMPLOYEES

Shared positions will be filled as described in Section 3.1

#### SECTION 3.1B LAYOFF AND RECALL

If layoffs are required, seniority shall govern. When an employee is recalled seniority will govern.

## **SECTION 3.2 TEMPORARY ASSIGNMENTS**

Whenever it becomes necessary to temporarily or permanently transfer an employee to a work site outside of the Southern District of New York, to the extent feasible the transfer will be made on a voluntary basis among employees. If there are no volunteers, the temporary position will be assigned based on reverse seniority as needed. Employees temporarily transferred will receive the higher of the base hourly wage available to employees regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

## **SECTION 3.3 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates Lead CSO performance criteria. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action of removal from the Contract or revocation of required CSO credentials by the US Marshals Service. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under express security directives of the US Marshals Service outside the control of the Company.

## SECTION 5.2 GENERAL PROVISIONS

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

The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article.

## SECTION 5.3 GRIEVANCE PROCEDURE

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

**Informal Step** - Both the Company and the Union agree that the Employee will first discuss his/her complaint with his/her 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 working days of Employee's knowledge of a grieveable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

**Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.

**Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

**Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

## **SECTION 5.4 ARBITRATION PROCEDURE**

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

**Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Union President (or designee) to make a final effort to settle the grievance before arbitration.

**Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet or telephonically jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association (AAA) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the AAA by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

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

**Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared 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.

**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 the Informal Step of the grievance procedure.

## **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## ARTICLE 6

### DISCIPLINE

#### SECTION 6.1 GROUNDS FOR DISMISSAL

After completion of the probationary period, no Employee shall be dismissed or likewise disciplined without just cause, unless the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs/SSOs in Section C of the Contract between the Company and the U.S.M.S. and all employees are required to comply with these standards, failure to do so may lead to disciplinary action. These performance standards will be issued to each employee.

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

#### SECTION 7.1 WORKDAY AND WORKWEEK

- A. The normal workweek shall consist of forty (40) hours commencing 12:01 am. Sunday through 12 midnight Saturday.
- B. CSOs, SSOs / LCSOs, LSSOs will be granted one (1) mutual tour change a month with another CSO, SSO / LCSO, LSSO provided that it does not incur overtime or disrupt the continuity of scheduling when such a change is made the employees must inform the supervisor in writing the same day.

#### SECTION 7.2 OVERTIME

An overtime rate of one and one half 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 requested 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 Contractor, the Employee shall be required to do so unless the Employee is excused for good cause.

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

- (a) Overtime will be distributed as equitably and fairly as practicable by a revolving seniority schedule among bargaining unit employees assigned to the particular work location. First, to try and avoid unnecessary overtime all efforts will be made to contact all shared position employees in seniority order wishing to increase their hours for that pay period.
- (b) Overtime records will be maintained by the Lead CSO and will be made available to the Union by the company upon request.
- (c) In the event of an emergency, supervisors and other salaried employees may be permitted to perform bargaining unit work.

#### **SECTION 7.5 SHARED POSITION EMPLOYEES**

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees may be required to work all scheduled work hours, unless the Employee is excused for good cause.

Shared position employee work equalization: All work given to shared position employees who do not have a steady forty (40) hour work week and steady site, must be offered to the senior most shared position employee and such employee may work up to forty (40) hours a week or eighty (80) hours per pay period.

Shared position Employees will be required to sign the Akal Shared Officer Agreement (See Attachment A).

#### **SECTION 7.6 REST PERIODS**

Court/Special Security Officers / Lead Court/Special Security Officers shall be entitled to one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks for each eight hour shift worked. The meal periods and break periods may be combined if the parties agree. Company agrees to cooperate with employees so that the lunch break is free of workplace obligations, except in emergencies. On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

**SECTION 7.7 CALL-IN PAY**

An employee who is called into work or who reports to work as scheduled without having been notified not to report to work shall be paid four (4) hours call in pay. The Company shall have the right to require the employee to work at regular CSO/SSO/LCSO/LSSO duties for this pay.

**SECTION 7.8 SHIFT DIFFERENTIAL**

All work performed between the six (6) PM. and six (6) AM, the next day shall be paid at 104% of the employee's regular hourly rate.

**ARTICLE 8**

**WAGES**

All wages shall be paid by locally negotiable check or Direct Deposit, Biweekly, and shall include all wages earned to date not more than five workdays prior to payment.

**SECTION 8.1 WAGE SCHEDULE**

The base rate of pay for Court Security Officers and Special Security Officers will be, by site:

**CSO/SSO WAGE SOUTHERN DISTRICT OF NEW YORK: Foley Square; 500 Pearl Street; U.S. Attorneys' Office 100 Church Street and 1 St. Andrews Place; Court of International Trade, U.S. Bankruptcy Court Bowling Green, and White Plains.**

2001- 2002	21.18
2002- 2003	21.82
2003- 2004	22.47

**CSO/SSO WAGE SOUTHERN DISTRICT OF NEW YORK: Poughkeepsie and Newburgh.**

2001- 2002	19.27
2002- 2003	19.85
2003- 2004	20.44

Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK:  
500 Pearl Street.

YEAR	LEAD CSO WAGE 1	LEAD CSO WAGE 2	LEAD CSO WAGE 3	TEMPORARY LEAD CSO WAGE
2001-02	23.18	23.18	24.68	23.18
2002-03	23.82	23.82	25.32	23.82
2003-04	24.47	24.47	25.97	24.47

Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK:  
40 Foley Square.

YEAR	LEAD CSO WAGE 1	LEAD CSO WAGE 2	LEAD CSO WAGE 3
2001-02	25.68	23.18	23.18
2002-03	26.32	23.82	23.82
2003-04	26.97	24.47	24.47

Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK:  
US Attorney's Office, 100 Church Street

YEAR	LEAD CSO WAGE
2001-02	23.18
2002-03	23.82
2003-04	24.47

Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK:  
U.S. Attorney's Office St. Andrew's Place

YEAR	LEAD CSO WAGE 1	LEAD CSO WAGE 2	LEAD CSO WAGE 3
2001-02	23.18	23.18	23.68
2002-03	23.82	23.82	24.32
2003-04	24.47	24.47	24.97

Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK: Poughkeepsie and Newburgh

2001-2002	22.09
2002-2003	22.75
2003-2004	23.44

**Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK,  
White Plains**

YEAR	LEAD CSO WAGE 1	LEAD CSO WAGE 2
2001-02	23.68	23.18
2002-03	24.32	23.82
2003-04	24.97	24.47

**Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK: U.S. Bankruptcy Court Bowling Green**

2001-2002	23.68
2002-2003	24.32
2003-2004	24.97

**Lead CSO WAGE SOUTHERN DISTRICT OF NEW YORK: Court of International Trade, 1 Federal Plaza**

2001-2002	23.68
2002-2003	24.32
2003-2004	24.97

**Lead SSO WAGE SOUTHERN DISTRICT OF NEW YORK**

2001-2002	23.18
2002-2003	23.82
2003-2004	24.47

Temporary Lead CSO is that individual who functions in a Lead capacity for temporary internal Company purposes only, although this designation does not exist in the USMS contract for the position. When the individual leaves this specific position for any reason, the position will cease to be a Temporary Lead CSO position and will become a CSO position with the corresponding wages and benefits of a CSO position. The temporary Lead is not in any way the same as a CSO who is acting in the capacity of Lead CSO.

Payday for all hourly Employees will be after 11 a.m. on Friday following the pay period ending on Saturday, subject to change by mutual agreement.

## **SECTION 8.2 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.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1. HOLIDAYS DEFINED**

New Years Day	Columbus Day
Martin Luther King JR's Birthday	Day after Thanksgiving Day
Presidents Day	Veterans Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Labor Day	

#### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday.
- B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.
- C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.
- D. A shared position Employee who does not work on a holiday shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.

## ARTICLE 10

### VACATIONS

#### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate 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 20 years of service:	200 hours

Vacation shall be used during the twelve-(12) month period following the year in which it is earned.

#### SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES

- (a) Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- (b) Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation benefit at their individual hourly rate based on the number of hours worked in the Employee's previous anniversary year.

#### SECTION 10.2 SCHEDULING VACATIONS

- (a) Employees shall receive their unused vacation pay as soon as practicable after their anniversary date. Employees may with the approval of their supervisor take their entire vacation in one period, if scheduling permits. In the event the employer changes, the new employer is responsible for all vacation payments on the employees anniversary date.
- (b) Employees requesting vacation in multi-week blocks must do so, in writing, at least ten (10) working days in advance.
- (c) Vacation list bidding will take place as soon as practicable after this Agreement takes effect and will commence every October 1st thereafter.

Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their (Roll call) Lead CSO/SSO , in writing, prior to October 1st of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as per requested prior to October 1st, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

### **SECTION 10.3 PAY OPTIONS**

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

### **SECTION 10.4 UNUSED VACATION**

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

### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

Employees may take their vacation in cash pay out or time off with pay.

### **SECTION 10.6 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. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

### **SECTION 10.7 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 10.8 VACATION INCREMENTS**

By mutual agreement in writing between an employee and his/her Supervisor, vacation may be taken one (1) non-consecutive day at a time.

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

The Company may grant an unpaid personal leave of absence to employees, upon request, for just cause, provided the services of the employee are not immediately needed and other employees are available to do his/her usual work. Where possible such leave should be requested at least five (5) days in advance.

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Union that under the Marshal's Service CSO contract, the Employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during Employee absences.

#### SECTION 11.2 MEDICAL LEAVE

The Company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make it's best efforts to extend the leave period as necessary. The Company agrees to meet with the Union to resolve any contract-related difficulties.

All additional requests for employee Medical leave must be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job. The Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Length of service with the Employer shall not accrue for purposes of vacation or personal leave time. 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.

To qualify as an eligible employee the employee must have worked for the Employer, and any predecessor Employer for at least 12 months and a minimum of 1,250 hours during the 12 months prior to the medical leave.

### 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 Company agrees that essential Union business shall comprise just cause for Union business leave. Such additional unpaid leave shall not exceed a combined total of fifteen (15) days in duration in any contract year for the President, Vice President, Secretary, or Treasurer. The Company may deny such leave in the event of a security emergency or period of additional staffing requirements ordered by the USMS. Executive board members and Union Shop Stewards may be granted tour changes that do not create any overtime to attend Union business.

### SECTION 11.5 PERSONAL/SICK LEAVE

After thirty days of continuous employment, each full time employee shall be entitled to six (6) paid sick/personal leave days for a full contract year worked.

Personal days may be used for personal illness, Dental, Chiropractic, or optometry appointments for the employee, the employee's spouse and children residing with the employee or the employee's spouse, or for other business of a personal nature. Any employee who is unable to report to work because of illness must notify the Company or designee at least one (1) hour prior to the beginning of their shift in order to be eligible for paid personal/sick leave benefits.

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table		
START DATE	RATE OF PERSONAL LEAVE ELIGIBLE TO USE	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	FULL-TIME	SHARED POSITION
October 1-31	48 hours	24 Hours
November 1-30	43 hours	21.5 Hours
December 1-31	38 hours	19 Hours
January 1-31	33 hours	16.5 Hours
February 1-29	29 hours	14.5 Hours

March 1-31	24 hours	12 Hours
April 1-30	19 hours	9.5 Hours
May 1-31	14 hours	7 hours
June 1-30	9 hours	4.5 hours
July 1-31	4 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

- A. A maximum of eight (8) hours of personal / sick leave time per year may be used in 2 hour increments and the remaining personal days shall be used in not less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.

Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the one (1) unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days (32 hours) personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

## SECTION 11.6 PROCESSING LEAVES OF ABSENCE

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

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

- B. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor or Lead CSO for final approval.
- C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by 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.

#### **SECTION 11.7 BEREAVEMENT LEAVE**

Each Employee will be granted bereavement leave of five (5) days paid for the death of a child or spouse and three (3) days paid for, mother, father, brother, sister, step-father, step-mother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents. Reasonable evidence of the death will be provided by the employee upon request.

#### **SECTION 11.8 GENERAL PROVISIONS**

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

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

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to five (5) days per contract year. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has notice whichever is sooner. Employees must provide proof of jury service and of fees received for processing wages.

### **ARTICLE 12**

#### **HEALTH, WELFARE AND UNIFORM ALLOWANCES**

##### **SECTION 12.1 PAYMENTS**

The Company at the commencement of this contract shall provide a comprehensive Health and dental Insurance program for each employee, on a voluntary basis, paid for by Employee contributions.

Payments of Health and Welfare along with any applicable Social Security and Unemployment taxes and worker's compensation insurance will become the obligation of the Contractor. Paying Health & Welfare in cash increases the cost to the contractor because taxes and insurance costs were not included on Health and Welfare in the price to the USMS.

For the life of this Agreement, the Employer will make health and welfare payments to the Employees in their paychecks on all hours paid up to forty (40) hours per week and up to a total of 2080 hours per contract year in accordance with the prevailing Wage Determination as of October 1<sup>st</sup> of every contract year.

#### **SECTION 12.2 OTHER BENEFITS**

The Employer will offer Employees the opportunity to participate in other 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**

Each employee shall be provided with uniforms per the USMS contract. The Employer will pay the Employee \$.10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe and belt allowance of \$90.00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes or belts.

Should a CSO request a sweater or other outerwear to be worn as part of his/her uniform; the Site Supervisor will attempt to attain COTR permission to provide the item(s).

#### **SECTION 12.4 GROUP DISABILITY INSURANCE LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of ten thousand (\$10,000) dollars shall be provided to all employees by the Company.

### **ARTICLE 13**

#### **MISCELLANEOUS PROVISIONS**

##### **SECTION 13.1 TOTAL AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement

arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, AKAL and the Union for the life of this Agreement each (voluntarily and unqualifiedly waive the right, and each) agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this. This waiver shall not be in effect during the last one hundred and eighty (180) days of this Agreement.

### **SECTION 13.2 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of \$90.00 per examination. Receipts must be furnished by Employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination.

### **SECTION 13.3 TRAVEL EXPENSES**

When a CSO/LCSO is temporarily assigned to a work site not being the permanently assigned work site all mileage in personal vehicles will be paid at the Federal Travel Regulations rate per mile for travel time to and from the site.

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours may 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 in this Agreement to a maximum of 8 travel hours per day. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

### **SECTION 13.4 DEPARTMENT OF JUSTICE DEADLY FORCE POLICY**

CSOs/SSOs are required to adhere to the Department of Justice's deadly physical force policy and will execute acknowledgment of receipt and review of said policy during yearly firearms qualification.

## **ARTICLE 14**

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

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

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

## **ARTICLE 15**

### **TRAINING**

#### **SECTION 15.1 TRAINING**

The Company will attempt to give the Employee two (2) weeks notice when the Employee is scheduled for training.

The Company will make its best effort to implement its advanced Court/Special Security Officers training program to enhance the professional capabilities of the Employees. Actual scheduling of training is subject to approval by the US Government and may be subject to funding by the US Government.

## **ARTICLE 16**

### **SAFETY**

#### **SECTION 16.1 SAFETY POLICY**

It is the policy of the Company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

#### **SECTION 16.2 OSHA STANDARDS**

The Company will report any safety violations observed or reported to the Company in any government provided CSO/SSO/LCSO/LSSO work stations and break rooms.

## ARTICLE 17

### CONTINUITY OF OPERATIONS

#### SECTION 17.1 NO STRIKES

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage or 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 17.2 LOCKOUTS

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

## ARTICLE 18

### SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 19

### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties acknowledge that the Company operates under contract to the US Marshals Service and that the US Marshals Service has the responsibility and authority for federal court security and its operations and for the day to day safety and security of all court houses and judicial facilities; and that its reasonable actions concerning security operations in the furtherance of that responsibility represents an obligation to the company and the employees.

The US Marshals Service may not directly involve itself in the discipline or job status of the employees in any way, other than in its right to withdraw CSO credentials in cases where a CSO is no longer qualified.

## ARTICLE 20

### 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 reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.

## ARTICLE 21

### DURATION

This agreement shall be effective 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, 2004 with the provision that should either party desire to terminate or this agreement or any provision thereof, it shall give written notice to the other party of not less than one hundred and eighty (180) days and not more than one year prior to the expiration. In the event such notice is given, the parties shall forthwith commence negotiations for a successor agreement. The existing agreement may be continued by mutual consent of both parties until an agreement is reached. This agreement may also be changed or amended by agreement of both parties.

## LEGALITY

Should the parties hereinafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding or letters supplemental, amendatory or Related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties without the need for further ratification by the Union membership and shall remain in effect for the duration of this Agreement.

In the event that any of the provisions of this Agreement, including all Agreements, memoranda of understanding, or letters supplemental, amendatory or related thereto shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

## INSURANCE

The company shall keep an insurance policy in force, to cover general liability and workers compensation. A copy of the company's certificate of insurance, showing all lines of coverage, will be made available to the union for their review, at any time upon written request.

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: UNITED STATES COURT  
SECURITY OFFICERS  
Southern District of New York

BY: *Thomas J. Marone*  
TITLE: *President*  
DATE: *03/09/01*

FOR: AKAL SECURITY, INC.

BY: *Ruby Khalsa*  
TITLE: *Director of Human Resources*  
DATE: *03/08/01*

FOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

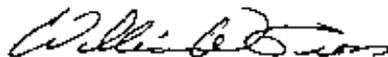
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 2001-0346  
Revision No.: 1  
Date of Last Revision: 09/07/2001

---

State: Vermont

Area: Vermont Counties of Chittenden, Rutland, Windham

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Employed on U. S. Marshals contracts for  
court security services in the above  
locality:

Collective Bargaining Agreement between Akai Security, Incorporated and Vermont Federal Court Security  
Officers Association, effective October 1, 2000 through September 30, 2003

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by  
the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid  
wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension  
agreement(s).

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**Vermont Federal Court Security Officers Association**

**Circuit 2**

**October 1, 2000 - September 30, 2003**

## **AGREEMENT**

This agreement is entered into this \_\_\_\_\_, between AKAL SECURITY INC. (hereinafter referred to as "AKAL" or "the Company" or "the employer") and its successors, and the Vermont Federal Court Security Officers Association and its successors (hereinafter referred to as the Association; the Court Security Officers and Lead Court Security Officers are hereinafter referred to as "CSO's, LCSO's or Employee's) certified by the National Labor Relations Board in case number 2-RC-21980.

## **PURPOSE**

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Association, to provide for peaceful adjustments of any differences which may arise between them, and to set forth the Agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.

The Company and the Association recognize that the objective of providing equal employment opportunities for all people is consistent with Association and Company philosophy. And the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION 1.1 RECOGNITION-BARGAINING UNIT**

- A. The employer recognizes the Association as the sole and exclusive bargaining agent for the unit of employees as set forth in Article # 3 of this Agreement.
- B. This Agreement shall cover all employees of the Company now employed and to be employed in the position of CSO/LCSO at the US Government facilities in Vermont where the Company has a contract to provide CSO/LCSOs' for the US Marshal Service, (Hereinafter referred to as the US Marshal Service or "USMS").

#### **SECTION 1.2 NEGOTIATING COMMITTEE**

The Company agrees to recognize a Negotiating Committee composed of three members and one alternate selected by the Association to represent the Employees in collective bargaining negotiations. The members of the Negotiating Committee will be selected by the local Association President. The Association will provide the names of these individuals to the Company prior to the negotiations. The Company and the Association agree that these individuals will remain the same throughout the negotiations unless the Association timely requests substitution of one of its members.

## **SECTION 1.3 STEWARD SYSTEM AND ASSOCIATION LEAVE**

Association business shall not be conducted during working time or in work areas if it interferes with security responsibilities without the consent of the Project/Contract Manager or Designee:

- (a) The Company agrees to recognize a Shop Steward at each work site within Vermont.
- (b) Any Shop Steward having an individual grievance in connection with his own work may ask for an alternate to represent him in accordance with the provisions of this article.
- (c) The Shop Steward or Local President shall notify the supervisor whenever they enter or remain in, the facility for the purpose of handling an individual grievance or complaint at anytime other than during their regularly scheduled shift

## **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 under the US Marshals Service contract.

## **SENIORITY**

### **SECTION 2.1 SENIORITY DEFINED**

Seniority shall be defined as the length of continuous employment in the position of Court Security Officer/Lead Court Security Officer, (Full-time or Shared Position) performing substantially similar duties to those presently being performed, regardless of the location or the employer except that those persons employed on the effective date of this agreement in this bargaining unit shall have seniority over any employee thereafter hired or transferred into this bargaining unit.

Seniority will be used when applying the following aspects of this Agreement: Vacation scheduling, shift preference, starting time, work location, layoffs, rehiring after layoffs. When providing names to the USMS for USMS training school, Akal will provide the names in order of seniority.

Any employee who is granted an approved leave of absence will retain all seniority rights.

Seniority will determine holiday work assignments. Vermont sites will fill assignments within their respective boundaries.

### **SECTION 2.2 SENIORITY LISTS**

Separate seniority lists will be provided by the Company upon request a maximum of twice a year for each work sight for the CSO's/LSCO's that actually work at each location for the purpose of scheduling vacations and will be available for review by the Employees.

### **SECTION 2.3 TRANSFER OUT OF UNIT**

Any bargaining unit employee promoted to a non-bargaining unit position for more than one hundred and twenty (120) days, shall lose his/her seniority. Such employee shall regain accumulated seniority upon transfer back into the bargaining unit within such one hundred and twenty (120) days one time during the term of this agreement.

### **SECTION 2.4 PROBATION/INTRODUCTORY EMPLOYEES**

The Employer on an introductory basis hires employees for a period of sixty (60) days. During this period, employees shall have no seniority rights and may be terminated without recourse to the grievance and/or arbitration procedures. At the completion of the introductory period, the employee shall retain their seniority from the date of hire. Incumbents do not go back on probation if a new contractor assumes the contract.

### **SECTION 2.5 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 an 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) days; or the Government terminates the Employee's credentials as a Special Deputy Marshal;
- e) Employee is permanently transferred out of the bargaining unit.

## **ARTICLE 3**

### **JOB OPPORTUNITIES**

#### **SECTION 3.1 FILLING VACANCIES**

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) days. Shared position Employees who are not scheduled to work during that five (5) day period at the site where an opening occurs will be notified by the Association. The Site Supervisor will notify the Association President in writing of such openings. The Association President will then verify that all shared position CSOs have been notified. When a vacancy occurs, the Employer will fill the position with the senior-most Employee who has applied for the position, who will be trained if required to fill any necessary qualifications for the new position .

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

#### **SECTION 3.1A SHARED POSITION EMPLOYEES**

Shared positions will be filled as described in Section 3.1

#### **SECTION 3.1B LAYOFF AND RECALL**

If layoffs are required seniority shall govern. When an employee is recalled seniority will govern.

#### **SECTION 3.2 TEMPORARY ASSIGNMENTS**

Whenever it becomes necessary to temporarily transfer an employee to a work site outside of the District of Vermont, to the extent feasible the transfer will be made on a voluntary basis among employees. If there are no volunteers, the temporary position will be assigned based on reverse seniority as needed. Employees temporarily transferred will receive the higher of the base hourly wage available to employees regularly assigned to the location to which they are being transferred, or their regular hourly wage they receive at their normal base location under this Agreement.

#### **SECTION 3.3 APPOINTMENT OF LEAD CSOs**

The US Government in its contract with the Company creates Lead CSO performance criteria. Based on these criteria, all appointments of Lead CSOs will be made on the basis of ability. Ability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

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

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Association Employee, except that this grievance procedure shall not be used for any action of removal from the Contract or revocation of required CSO credentials by the US Marshals Service. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non disciplinary situation where the Company is acting under express security directives of the US Marshals Service outside the control of the Company.

#### SECTION 5.2 GENERAL PROVISIONS

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

The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article.

#### SECTION 5.3 GRIEVANCE PROCEDURE

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

**Informal Step** - Both the Company and the Association agree that the Employee will first discuss his/her complaint with his/her immediate supervisor not in the bargaining unit within five working (5) days of the incident being grieved to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Association representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Contract Manager or his/her designee in accordance with Step One.

**Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or his/her designee. The Contract Manager or his/her designee shall have ten (10) days from the

date the grievance was presented to him/her to return his/her decision in writing with a copy to the aggrieved Employee and the steward.

**Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Director of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Director of Human Resources or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and the Steward.

**Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

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

**Pre-Arbitration Hearing** – The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and Association President (or designee) to make a final effort to settle the grievance before arbitration.

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

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

**Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Association. Each party to the arbitration will be responsible for its own expenses and compensation incurred 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.

**Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

### **SECTION 5.5 CLASS ACTION**

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

### **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## **ARTICLE 6**

### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISMISSAL**

After completion of the probationary period, no Employee shall be dismissed or likewise disciplined without just cause, unless the Employee's credentials are denied or terminated by the Marshals Service. The Company's contract with the US Government sets out performance standards for CSOs in Section C of the Contract between the Company and the U.S.M.S. and all employees are required to comply with these standards, failure to do so may lead to disciplinary action. These performance standards will be issued to each employee.

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

#### SECTION 7.1 WORKDAY AND WORKWEEK

- (a) The normal work week shall consist of forty (40) hours commencing 12:01 am. Saturday through 12 midnight Friday).

#### SECTION 7.2 OVERTIME

An overtime rate of one and one half 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 requested 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 Contractor, the Employee shall be required to do so unless the Employee is excused for good cause.

#### SECTION 7.4 OVERTIME DISTRIBUTION

- (a) Overtime will be distributed as equitably and fairly as practicable by a revolving seniority schedule among bargaining unit employees assigned to a particular work location. First to try and avoid unnecessary overtime all efforts will be made to contact all shared position employees in seniority order wishing to increase their hours for that pay period.
- (b) Overtime records will be maintained by the Lead CSO and will be made available to the Association by the company upon request.
- (c) In the event of an emergency, supervisors and other salaried employees may be permitted to perform bargaining unit work.

#### SECTION 7.5 SHARED POSITION EMPLOYEES

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees may be required to work all scheduled work hours, unless the Employee is excused for good cause. Shared position Employees will be required to sign the Akal Shared Officer Agreement (See Attachment A).

Shared position employee work equalization: All work given to shared position employees who do not have a steady forty (40) hour work week and steady site, must be offered to the senior most

shared position employee and such employee may work up to forty (40) hours a week or 80 hours per pay period.

#### **SECTION 7.6 REST PERIODS**

Court Security Officers/Lead Court Security Officers shall be entitled to one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks for each eight hour shift worked. The meal periods and break periods may be combined if the parties agree. Company agrees to cooperate with employees so that the lunch break is free of workplace obligations, except in emergencies. . On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

#### **SECTION 7.7 CALL-IN PAY**

An employee who is called into work or who reports to work as scheduled without having been notified not to report to work shall be paid four (4) hours call in pay. The Company shall have the right to require the employee to work at regular CSO duties for this pay.

#### **SECTION 7.8 SHIFT BIDDING**

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

#### **SECTION 7.9 SHIFT DIFFERENTIAL**

All work performed between the six (6) PM. and six (6) AM, the next day shall be paid at 104% of the employee's regular hourly rate.

### **ARTICLE 8**

#### **WAGES**

All wages shall be paid by locally negotiable check or Direct Deposit, Biweekly, and shall include all wages earned to date not more than five work days prior to payment.

#### **SECTION 8.1 WAGE SCHEDULE**

The base rate of pay for Court Security Officers in Vermont will be, by site:

<b>Location – Brattleboro.</b>	
<b>Year</b>	<b>CSO Wage</b>
2000 – 2001	18.42
2001 – 2002	18.97
2002 – 2003	19.54

<b>Location – Burlington.</b>	
<b>Year</b>	<b>CSO Wage</b>
2000 – 2001	18.42
2001 – 2002	18.97
2002 – 2003	19.54

<b>Location – Rutland</b>	
<b>Year</b>	<b>CSO Wage</b>
2000 – 2001	18.42
2001 – 2002	18.97
2002 – 2003	19.54

<b>Location – Brattleboro</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
2000 – 2001	19.54
2001 – 2002	20.09
2002 – 2003	20.66

<b>Location – Burlington.</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
2000 – 2001	19.54
2001 – 2002	20.09
2002 – 2003	20.66

<b>Location – Rutland.</b>	
<b>Year</b>	<b>Lead CSO Wage</b>
2000 – 2001	19.54
2001 – 2002	20.09
2002 – 2003	20.66

Payday for all hourly Employees will be after 11 a.m. on Friday following the 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.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1. HOLIDAYS DEFINED**

Each full-time employee shall be paid eight (8) hours for each holiday below, whether or not worked, shared employees shall be paid four (4) hours for each holiday below, whether worked or not.

New Years Day	Columbus Day
Martin Luther King JR's Birthday	Day after Thanksgiving
Presidents Day	Veterans Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Labor Day	

## SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

The Employee will be paid holiday pay only if the Employee is not laid off, or on an unpaid leave of absence.

A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday.

B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive eight (8) hours holiday pay at the straight time rate.

C. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's straight time rate for all hours worked and in addition shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.

D. A shared position Employee who does not work on a holiday shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs.

## ARTICLE 10

### VACATIONS

#### SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer at their individual hourly rate 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 20 years of service:	200 hours

Vacation shall be used during the twelve- (12) month period following the year in which it is earned.

### **SECTION 10.1a ELIGIBLE SHARED POSITION EMPLOYEES**

- (a) Eligible shared position Employees who work a regular half-time schedule shall be entitled to one-half the full-time vacation benefit at their individual hourly rate.
- (b) Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to a prorated vacation benefit at their individual hourly rate based on the number of hours worked in the Employee's previous anniversary year.

### **SECTION 10.2 SCHEDULING VACATIONS**

- (a) Employees shall receive their unused vacation pay as soon as practicable after their anniversary date. Employees may with the approval of their supervisor take their entire vacation in one period. In the event the employer changes, the new employer is responsible for all vacation payments on the employees anniversary date.
- (b) Employees requesting vacation in multi-week blocks must do so, in writing, at least ten (10) working days in advance.
- (c) Vacation list bidding will take place as soon as practicable after this Agreement takes effect and will commence every January 2<sup>nd</sup> thereafter.

Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify their Lead CSO, in writing, prior to January 2<sup>nd</sup> of each year of their first and second choice for desired vacation periods, if any. If vacation time is required to be used differently than as per requested prior to January 2<sup>nd</sup>, Employee must give their immediate supervisor a written request at least seven (7) days prior to the requested vacation time.

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

### **SECTION 10.3 PAY OPTIONS**

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

### **SECTION 10.4 UNUSED VACATION**

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

## **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

Employees may take their vacation in cash pay out or time off with pay.

## **SECTION 10.6 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. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

## **SECTION 10.7 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 10.8 VACATION INCREMENTS**

By mutual agreement in writing between an employee and his/her Supervisor, vacation may be taken one (1) non-consecutive day at a time.

# **ARTICLE 11**

## **LEAVES OF ABSENCE**

### **SECTION 11.1 LIMITATIONS**

The Company may grant an unpaid personal leave of absence to employees, upon request, for just cause, provided the services of the employee are not immediately needed and other employees are available to do his/her usual work. Where possible such leave should be requested at least five (5) days in advance.

Personal leaves of absence for non-medical emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless approved by the Employer. Employee on any unpaid leave of absence may be required to use available vacation or personal leave time. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the Association that under the Marshal's Service CSO contract, the Employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during Employee absences.

## **SECTION 11.2 MEDICAL LEAVE**

The Company will comply with Family Medical Leave Act (the Family and Medical Leave Act of 1993 is incorporated herein by reference) and/or prevailing State regulations as a minimum and will agree to make it's best efforts to extend the leave period as necessary. The Company agrees to meet with the Association to resolve any contract related difficulties.

All additional requests for employee Medical leave must be supported by a doctor's certificate showing the nature of the illness and the estimated length of time the Employee will be unable to perform his/her job. The Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Employee will be required to use accrued vacation or personal leave time during the medical leave. Length of service with the Employer shall not accrue for purposes of vacation or personal leave time. 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.

To qualify as an eligible employee the employee must have worked for the Employer, and any predecessor Employer for at least 12 months and a minimum of 1,250 hours during the 12 months prior to the medical leave.

## **SECTION 11.3 MILITARY LEAVE**

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

## **SECTION 11.4 ASSOCIATION LEAVE**

The Company agrees that essential Association business shall comprise just cause for Association business leave. Such additional unpaid leave shall not exceed a combined total of fifteen (15) days in duration in any contract year for the President, Vice President, Secretary, or Treasurer. The Company may deny such leave in the event of a security emergency or period of additional staffing requirements ordered by the USMS. Executive board members and Association Shop Stewards may be granted tour changes that do not create any overtime to attend Association business.

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

After thirty days of continuous employment, each full time employee shall be entitled to six (6) paid sick/personal leave days for a full contract year worked.

Personal days may be used for personal illness, Dental, Chiropractic, or optometry appointments for the employee, the employee's spouse and children residing with the employee or the employee's spouse, or for other business of a personal nature.

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see **Personal Leave Eligibility Table** below):

<b>Personal Leave Eligibility Table</b>		
<b>START DATE</b>	<b>RATE OF PERSONAL LEAVE ELIGIBLE TO USE</b>	
<b>(Date Employee begins working on the contract, based on an October 1 contract start date.)</b>	<b>FULL-TIME</b>	<b>SHARED POSITION</b>
October 1-31	48 hours	24 Hours
November 1-30	43 hours	21.5 Hours
December 1-31	38 hours	19 Hours
January 1-31	33 hours	16.5 Hours
February 1-29	29 hours	14.5 Hours
March 1-31	24 hours	12 Hours
April 1-30	19 hours	9.5 Hours
May 1-31	14 hours	7 hours
June 1-30	9 hours	4.5 hours
July 1-31	4 hours	2 hours
August 1-31	0 hours	0 hours
September 1-30	0 hours	0 hours

- A. A maximum of eight (8) hours of personal / sick leave time per year may be used in 2 hour increments and the remaining personal days shall be used in not less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.

Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the one (1) unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the

Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days (32 hours) personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

## **SECTION 11.6 PROCESSING LEAVES OF ABSENCE**

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

A. All requests for any unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:

1. The reasons for such leave;
2. The effective dates of such leave;
3. The estimated date of return to work.

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

C. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.

D. Extensions of the leave of absence may be granted at the discretion of the Employer upon written request by 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.

## **SECTION 11.7 BEREAVEMENT LEAVE**

Each Employee will be granted bereavement leave of five (5) days paid for the death of a child or spouse and three (3) days paid for, mother, father, brother, sister, step-father, step-mother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents. Reasonable evidence of the death will be provided by the employee upon request.

## **SECTION 11.8 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 11.9 JURY DUTY**

Employees serving jury duty on a scheduled work day will be provided an excused leave of absence for jury service and shall receive the difference between the pay received for jury service and the hourly rate for such a workday for up to five (5) days per contract year. The Employee shall notify the Company no later than five (5) working days before the jury duty or as soon as the Employee has

notice whichever is sooner. Employees must provide proof of jury service and of fees received for processing wages.

## ARTICLE 12

### HEALTH, WELFARE AND UNIFORM ALLOWANCES

#### SECTION 12.1 PAYMENTS

The Company at the commencement of this contract shall provide a comprehensive Health and dental Insurance program for each employee, on a voluntary basis, paid for by Employee contributions.

For the life of this Agreement, the Employer agrees to make health and welfare payments in cash to Employees on all hours paid up to forty (40) hours per week. Payments of Health and Welfare along with any applicable Social Security and Unemployment taxes and worker's compensation insurance will become the obligation of the Contractor. Paying Health & Welfare in cash increases the cost to the contractor because taxes and insurance costs were not included on Health and Welfare in the price to the USMS. Health and welfare payments will be made in accordance with the following schedule at the hourly rate:

Effective October 1, 2000 through September 30, 2001	\$1.93/hour
--	-------------

C. Parties agree to reopen negotiations for the health and welfare only, on April 1, 2001.

#### SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other 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

Each employee shall be provided with uniforms per the USMS contract. The Employer will pay the Employee \$.10625 per hour worked up to 40 hours per week for uniform maintenance allowance. A shoe and belt allowance of \$90.00 per contract year will be sent with uniforms annually for the purchase of USMS-required CSO uniform shoes or belts.

Should a CSO request a sweater or other outerwear to be worn as part of his/her uniform; the Site Supervisor will attempt to attain COTR permission to provide the item(s).

**SECTION 12.4 GROUP DISABILITY INSURANCE  
LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

Life Insurance/Accident Death & Dismemberment in the amount of ten thousand (\$10,000) dollars shall be provided to all employees by the Company.

**ARTICLE 13**

**MISCELLANEOUS PROVISIONS**

**SECTION 13.1 TOTAL AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, AKAL and the Association for the life of this Agreement each (voluntarily and unqualifiedly waive the right, and each) agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this. This waiver shall not be in effect during the last sixty-(60) days of this Agreement.

**SECTION 13.2 PHYSICAL EXAMINATIONS**

The Employer shall pay for all physical/medical examinations that are required by the Employer at Employer designated clinic(s) or physicians. In those selected areas where there is not a designated clinic or physician, the Employer will provide an allowance to the Employee of up to a maximum of \$90.00 per examination. Receipts must be furnished by Employee in order to process reimbursement.

Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Employer shall pay Employee up to two hours for time spent taking an employer-requested medical examination.

**SECTION 13.3 TRAVEL EXPENSES**

When a CSO/LCSO is temporarily assigned to a work site not being the permanently assigned work site all mileage in personal vehicles will be paid at the Federal Travel Regulations rate per mile for travel time to and from the site.

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any hours to include travel over twelve (12) hours may 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 in this Agreement to a maximum of 8 travel hours per day. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

## **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 participate and contribute if they wish, whether Association or Non-Association. Employees shall be subject to the eligibility requirements and rules of the Plan. At the direction of the individual employee the Company may deposit the Health and Welfare payment to the employee's 401K account.

## **ARTICLE 15**

### **TRAINING**

#### **SECTION 15.1 TRAINING**

The Company will attempt to give the Employee two (2) weeks notice when the Employee is scheduled for training.

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

## ARTICLE 16

### SAFETY

#### SECTION 16.1 SAFETY POLICY

It is the policy of the Company to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. The Company agrees to permit one (1) bargaining unit member selected by the Association to participate in any locally scheduled safety meetings.

#### SECTION 16.2 OSHA STANDARDS

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

## ARTICLE 17

### CONTINUITY OF OPERATIONS

#### SECTION 17.1 NO STRIKES

Both the Company and the Association agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Association and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Association will not cause, nor permit its members to cause, nor will any member of the Association take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Association authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage or work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Association shall take affirmative action to avert or bring such activity to 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 17.2 LOCKOUTS

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

## ARTICLE 18

### SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through 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 government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 19

### SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

The parties acknowledge that the Company operates under contract to the US Marshals Service and that the US Marshals Service has the responsibility and authority for federal court security and its operations and for the day to day safety and security of all court houses and judicial facilities; and that its reasonable actions concerning security operations in the furtherance of that responsibility represents an obligation to the company and the employees.

The US Marshals Service may not directly involve itself in the discipline or job status of the employees in any way, other than in its right to withdraw CSO credentials in cases where a CSO is no longer qualified.

## ARTICLE 20

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

## ARTICLE 21

### DURATION

This agreement shall be effective 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, 2003 with the provision that should either party desire to terminate or 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 year prior to the expiration. In the event such notice is given, the parties shall forthwith commence negotiations for a successor agreement. The existing agreement may be continued by mutual consent of both parties until an agreement is reached. This agreement may also be changed or amended by agreement of both parties.

### LEGALITY

Should the parties hereinafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding or letters supplemental, amendatory or Related thereto the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties without the need for further ratification by the Association membership and shall remain in effect for the duration of this Agreement.

In the event that any of the provisions of this Agreement, including all Agreements, memoranda of understanding, or letters supplemental, amendatory or related thereto shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

### INSURANCE

The company shall keep an insurance policy in force, to cover general liability and workers compensation. A copy of the company's certificate of insurance, showing all lines of coverage, will be made available to the Association for their review, at any time upon written request.

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: Arak Security  
BY: [Signature]  
TITLE: SR V.P.  
DATE: July 13, 2000

FOR: \_\_\_\_\_  
BY: [Signature]  
TITLE: PRESIDENT PRO TEM  
DATE: JULY 10, 2000

FOR: \_\_\_\_\_  
BY: Ruby Khalsa  
TITLE: Director of Human Resources  
DATE: July 13, 2000

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

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

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

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

For the Vermont Federal Court Security Officers ~~of America~~

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 in accordance with the prevailing Wage Determination as of October 1<sup>st</sup> of every contract year.

Vermont Federal Court Security Officers ~~of~~ <sup>ASSOCIATION</sup> America ~~of~~ AKAL Security, Inc.

*Terrance D. Martin*  
Signature

Date: APRIL 7, 2001

Title: PRESIDENT

*Ruby Khalsa*  
Signature

Date: JULY 18, 2001

Title: Director of Human Resources

LETTER OF UNDERSTANDING

Side Bar to the Collective Bargaining Agreement

For the Vermont Federal Court Security Officers ~~of America~~

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

Delete:

"D. A shared position Employee who does not work on a holiday shall receive a prorated holiday pay based on the number of actual hours the Employee worked during the 2 (two) week pay period that the holiday occurs."

Replace with:

"D. A shared position Employee who does not work on a holiday shall be paid four (4) hours for each holiday not worked."

Vermont Federal Court Security Officers ~~of America~~

*ASSOCIATION*

AKAL Security, Inc.

*Terrence D. Martin*  
Signature

*Ruby Khalsa*  
Signature

Date: *APRIL 7, 2001*

Date: *03/08/01*

Title: *PRESIDENT*

Title: *Director of Human Resources*

**CURRENT SENIORITY LISTING FOR  
ALL LCSOs AND CSOs**

**2<sup>nd</sup> JUDICIAL CIRCUIT**

**Current Seniority Listing for All LCSOs and CSOs**

**2nd Circuit**

as of 12/10/01

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
141 Church St, New Haven CT	14A	S2	8/2/01
141 Church St, New Haven CT	14A	FT	6/19/95
141 Church St, New Haven CT	14A	S1	3/20/00
141 Church St, New Haven CT	14A	FT	8/17/98
141 Church St, New Haven CT	14A	S2	4/12/01
141 Church St, New Haven CT	14A	FT	8/23/99
141 Church St, New Haven CT	14A	S1	1/24/00
141 Church St, New Haven CT	14A	FT	9/7/98
141 Church St, New Haven CT	14A	FT	7/27/95
141 Church St, New Haven CT	14A	FT	11/6/95
141 Church St, New Haven CT	14A	FT	8/19/96
141 Church St, New Haven CT	14A	FT	11/23/98
915 Lafayette Blvd, Bridgeport CT	14B	FT	4/20/92
915 Lafayette Blvd, Bridgeport CT	14B	FT	1/31/85
915 Lafayette Blvd, Bridgeport CT	14B	S2	6/30/97
915 Lafayette Blvd, Bridgeport CT	14B	S2	7/20/00
915 Lafayette Blvd, Bridgeport CT	14B	S1	11/23/98
915 Lafayette Blvd, Bridgeport CT	14B	FT	9/7/98
915 Lafayette Blvd, Bridgeport CT	14B	S2	7/31/95
915 Lafayette Blvd, Bridgeport CT	14B	FT	8/17/98
915 Lafayette Blvd, Bridgeport CT	14B	FT	8/17/98
915 Lafayette Blvd, Bridgeport CT	14B	FT	8/27/96
915 Lafayette Blvd, Bridgeport CT	14B	S1	7/30/01
915 Lafayette Blvd, Bridgeport CT	14B	FT	9/16/91
915 Lafayette Blvd, Bridgeport CT	14B	S1	2/22/00
450 Main St, Hartford CT	14C	FT	11/22/99
450 Main St, Hartford CT	14C	S1	5/8/00
450 Main St, Hartford CT	14C	S1	7/10/00
450 Main St, Hartford CT	14C	FT	9/7/98
450 Main St, Hartford CT	14C	FT	9/7/98
450 Main St, Hartford CT	14C	FT	11/28/91
450 Main St, Hartford CT	14C	S2	1/8/01
450 Main St, Hartford CT	14C	FT	3/11/83
450 Main St, Hartford CT	14C	FT	7/22/96
450 Main St, Hartford CT	14C	S2	2/7/00
450 Main St, Hartford CT	14C	FT	1/31/00
450 Main St, Hartford CT	14C	FT	10/2/98
450 Main St, Hartford CT	14C	FT	9/7/98

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
135 Grand St, Waterbury CT	14D	FT	7/22/96
135 Grand St, Waterbury CT	14D	FT	10/4/95
135 Grand St, Waterbury CT	14D	FT	2/1/87
157 Church St, New Haven CT	14N	FT	3/10/96
157 Church St, New Haven CT	14N	S2	9/21/98
157 Church St, New Haven CT	14N	FT	8/17/98
157 Church St, New Haven CT	14N	S2	2/11/91
157 Church St, New Haven CT	14N	FT	9/7/98
157 Church St, New Haven CT	14N	S1	9/7/99
157 Church St, New Haven CT	14N	S1	3/6/00
157 Church St, New Haven CT	14N	FT	6/23/97
10 Broad St, Utica NY	52A	S1	7/8/91
10 Broad St, Utica NY	52A	FT	10/6/98
10 Broad St, Utica NY	52A	FT	3/27/00
10 Broad St, Utica NY	52A	FT	5/11/98
10 Broad St, Utica NY	52A	S2	7/8/91
10 Broad St, Utica NY	52A	FT	1/11/99
15 Henry St, Binghamton NY	52B	FT	2/7/00
15 Henry St, Binghamton NY	52B	S2	6/23/00
15 Henry St, Binghamton NY	52B	FT	3/4/96
15 Henry St, Binghamton NY	52B	S1	4/1/87

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
445 Broadway, Albany NY	52D	FT	9/21/98
445 Broadway, Albany NY	52D	FT	10/1/95
445 Broadway, Albany NY	52D	FT	3/4/96
445 Broadway, Albany NY	52D	FT	8/1/91
445 Broadway, Albany NY	52D	FT	12/20/99
445 Broadway, Albany NY	52D	FT	2/22/99
445 Broadway, Albany NY	52D	FT	12/16/96
445 Broadway, Albany NY	52D	S2	1/22/01
445 Broadway, Albany NY	52D	S1	Vacant
445 Broadway, Albany NY	52D	FT	12/20/99
US Courthouse, 100 S Clinton St, Syracuse NY	52E	S1	3/4/96
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	3/4/96
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	3/4/96
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	6/1/86
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	2/4/95
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	12/13/99
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	9/3/96
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	12/13/99
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	6/9/98
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	10/29/90
US Courthouse, 100 S Clinton St, Syracuse NY	52E	S2	8/13/01
US Courthouse, 100 S Clinton St, Syracuse NY	52E	FT	3/4/96
162 Arsenal St, Watertown NY	52F	S2	1/11/99
162 Arsenal St, Watertown NY	52F	S1	9/9/98

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
Federal Building, 100 S Clinton St, Syracuse NY	52H	FT	2/20/01
Federal Building, 100 S Clinton St, Syracuse NY	52H	FT	2/20/01
Federal Building, 100 S Clinton St, Syracuse NY	52H	FT	7/2/91
Federal Building, 100 S Clinton St, Syracuse NY	52H	S1	1/10/95
Federal Building, 100 S Clinton St, Syracuse NY	52H	S2	6/3/96
Federal Building, 100 S Clinton St, Syracuse NY	52H	FT	8/10/98
225 Cadman Plaza, Brooklyn NY	53A	FT	5/1/90
225 Cadman Plaza, Brooklyn NY	53A	FT	3/1/87
225 Cadman Plaza, Brooklyn NY	53A	S2	8/21/00
225 Cadman Plaza, Brooklyn NY	53A	FT	5/1/86
225 Cadman Plaza, Brooklyn NY	53A	S1	10/23/00
225 Cadman Plaza, Brooklyn NY	53A	FT	10/1/83
225 Cadman Plaza, Brooklyn NY	53A	FT	9/21/92
225 Cadman Plaza, Brooklyn NY	53A	FT	6/19/92
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/90
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/90
225 Cadman Plaza, Brooklyn NY	53A	FT	4/9/97
225 Cadman Plaza, Brooklyn NY	53A	S2	4/19/99
225 Cadman Plaza, Brooklyn NY	53A	S2	11/6/00
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/90
225 Cadman Plaza, Brooklyn NY	53A	S2	11/10/98
225 Cadman Plaza, Brooklyn NY	53A	S1	10/20/94
225 Cadman Plaza, Brooklyn NY	53A	S1	3/9/00
225 Cadman Plaza, Brooklyn NY	53A	FT	10/20/99
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/91
225 Cadman Plaza, Brooklyn NY	53A	FT	7/1/91
225 Cadman Plaza, Brooklyn NY	53A	FT	10/1/86
225 Cadman Plaza, Brooklyn NY	53A	S2	4/3/00
225 Cadman Plaza, Brooklyn NY	53A	FT	10/1/83
225 Cadman Plaza, Brooklyn NY	53A	FT	10/1/83
225 Cadman Plaza, Brooklyn NY	53A	S1	Vacant
225 Cadman Plaza, Brooklyn NY	53A	FT	5/8/96
225 Cadman Plaza, Brooklyn NY	53A	FT	9/23/97
225 Cadman Plaza, Brooklyn NY	53A	S1	4/19/99
225 Cadman Plaza, Brooklyn NY	53A	S2	3/27/00
225 Cadman Plaza, Brooklyn NY	53A	S1	4/19/99

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>			
225 Cadman Plaza, Brooklyn NY	53A	S1	3/3/97
225 Cadman Plaza, Brooklyn NY	53A	FT	10/1/83
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/90
225 Cadman Plaza, Brooklyn NY	53A	FT	6/16/00
225 Cadman Plaza, Brooklyn NY	53A	FT	6/1/91
225 Cadman Plaza, Brooklyn NY	53A	S2	8/27/01
225 Cadman Plaza, Brooklyn NY	53A	FT	4/1/90
75 Clinton St, Brooklyn NY	53F	FT	2/27/96
75 Clinton St, Brooklyn NY	53F	FT	6/1/85
75 Clinton St, Brooklyn NY	53F	FT	6/25/94
75 Clinton St, Brooklyn NY	53F	FT	1/1/85
75 Clinton St, Brooklyn NY	53F	FT	5/1/90
75 Clinton St, Brooklyn NY	53F	FT	6/1/90
1801 Spur Dr, Central Islip NY	53I	FT	5/27/99
1801 Spur Dr, Central Islip NY	53I	FT	3/1/89
1801 Spur Dr, Central Islip NY	53I	FT	11/10/98
1801 Spur Dr, Central Islip NY	53I	FT	4/13/92
1801 Spur Dr, Central Islip NY	53I	FT	7/1/91
1801 Spur Dr, Central Islip NY	53I	FT	10/1/83
1801 Spur Dr, Central Islip NY	53I	FT	7/1/91
1801 Spur Dr, Central Islip NY	53I	S1	3/24/00
1801 Spur Dr, Central Islip NY	53I	PT	4/3/00
1801 Spur Dr, Central Islip NY	53I	S2	4/18/00
1801 Spur Dr, Central Islip NY	53I	FT	5/22/00
1801 Spur Dr, Central Islip NY	53I	S1	4/10/00
1801 Spur Dr, Central Islip NY	53I	FT	10/12/99
1801 Spur Dr, Central Islip NY	53I	FT	6/1/90
1801 Spur Dr, Central Islip NY	53I	FT	4/3/00
1801 Spur Dr, Central Islip NY	53I	FT	12/1/96
1801 Spur Dr, Central Islip NY	53I	S1	4/3/00
1801 Spur Dr, Central Islip NY	53I	FT	6/1/90
1801 Spur Dr, Central Islip NY	53I	S2	4/10/00
1801 Spur Dr, Central Islip NY	53I	FT	9/21/92
1801 Spur Dr, Central Islip NY	53I	FT	8/1/92
1801 Spur Dr, Central Islip NY	53I	FT	11/10/98
1801 Spur Dr, Central Islip NY	53I	FT	4/1/92
1801 Spur Dr, Central Islip NY	53I	S2	4/3/00
1801 Spur Dr, Central Islip NY	53I	FT	10/1/84
1801 Spur Dr, Central Islip NY	53I	FT	12/1/85

Facility	Employee Status Full Time/Shared	Seniority Date
Carlton Ave, Central Islip NY	FT	05/27/99
Carlton Ave, Central Islip NY	FT	03/01/89
Carlton Ave, Central Islip NY	FT	11/10/98
Carlton Ave, Central Islip NY	FT	04/13/92
Carlton Ave, Central Islip NY	FT	07/01/91
Carlton Ave, Central Islip NY	FT	10/01/83
Carlton Ave, Central Islip NY	FT	07/01/91
Carlton Ave, Central Islip NY	S1	03/24/00
Carlton Ave, Central Islip NY	FT	04/03/00
Carlton Ave, Central Islip NY	S2	04/18/00
Carlton Ave, Central Islip NY	FT	05/22/00
Carlton Ave, Central Islip NY	S1	04/10/00
Carlton Ave, Central Islip NY	FT	10/12/99
Carlton Ave, Central Islip NY	FT	06/01/90
Carlton Ave, Central Islip NY	FT	04/03/00
Carlton Ave, Central Islip NY	FT	12/01/96
Carlton Ave, Central Islip NY	S1	04/03/00
Carlton Ave, Central Islip NY	FT	06/01/90
Carlton Ave, Central Islip NY	S2	04/10/00
Carlton Ave, Central Islip NY	FT	09/21/92
Carlton Ave, Central Islip NY	FT	08/01/92
Carlton Ave, Central Islip NY	FT	11/10/98
Carlton Ave, Central Islip NY	FT	04/01/92
Carlton Ave, Central Islip NY	S2	04/03/00
Carlton Ave, Central Islip NY	FT	10/01/84
Carlton Ave, Central Islip NY	FT	12/01/85
1 Pier Point Plaza, Brooklyn NY	FT	11/10/98
1 Pier Point Plaza, Brooklyn NY	FT	09/17/99
1 Pier Point Plaza, Brooklyn NY	FT	06/08/92
1 Pier Point Plaza, Brooklyn NY	FT	02/01/91
1 Pier Point Plaza, Brooklyn NY	S1	03/23/01
1 Pier Point Plaza, Brooklyn NY	FT	12/01/93
1 Pier Point Plaza, Brooklyn NY	FT	03/01/87
1 Pier Point Plaza, Brooklyn NY	FT	04/01/90

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
40 Centre St, Foley Sq NY	54A	S1	Vacant
40 Centre St, Foley Sq NY	54A	FT	11/8/92
40 Centre St, Foley Sq NY	54A	S1	11/6/00
40 Centre St, Foley Sq NY	54A	FT	12/19/94
40 Centre St, Foley Sq NY	54A	FT	6/3/91
40 Centre St, Foley Sq NY	54A	S2	7/27/95
40 Centre St, Foley Sq NY	54A	FT	5/1/88
40 Centre St, Foley Sq NY	54A	S2	3/1/89
40 Centre St, Foley Sq NY	54A	S2	6/8/00
40 Centre St, Foley Sq NY	54A	S2	6/22/94
40 Centre St, Foley Sq NY	54A	S2	11/25/96
40 Centre St, Foley Sq NY	54A	FT	7/13/92
40 Centre St, Foley Sq NY	54A	S1	4/1/84
40 Centre St, Foley Sq NY	54A	S1	9/8/98
40 Centre St, Foley Sq NY	54A	S1	2/11/00
40 Centre St, Foley Sq NY	54A	FT	4/10/95
40 Centre St, Foley Sq NY	54A	FT	4/1/88
40 Centre St, Foley Sq NY	54A	FT	11/1/86
40 Centre St, Foley Sq NY	54A	FT	6/2/90
40 Centre St, Foley Sq NY	54A	FT	4/3/90
40 Centre St, Foley Sq NY	54A	FT	9/23/94
40 Centre St, Foley Sq NY	54A	FT	7/2/95
40 Centre St, Foley Sq NY	54A	S1	9/8/98
40 Centre St, Foley Sq NY	54A	FT	12/13/94
40 Centre St, Foley Sq NY	54A	FT	5/9/95
40 Centre St, Foley Sq NY	54A	S2	2/27/95
40 Centre St, Foley Sq NY	54A	FT	6/1/90
40 Centre St, Foley Sq NY	54A	FT	5/4/85
40 Centre St, Foley Sq NY	54A	FT	2/1/85
40 Centre St, Foley Sq NY	54A	S1	2/20/96
40 Centre St, Foley Sq NY	54A	FT	2/6/87
40 Centre St, Foley Sq NY	54A	S1	9/8/98
40 Centre St, Foley Sq NY	54A	S2	9/8/98
40 Centre St, Foley Sq NY	54A	FT	1/17/95
40 Centre St, Foley Sq NY	54A	S1	2/1/87
40 Centre St, Foley Sq NY	54A	FT	12/2/84
40 Centre St, Foley Sq NY	54A	S2	2/27/95
40 Centre St, Foley Sq NY	54A	S1	1/4/95
40 Centre St, Foley Sq NY	54A	FT	5/2/86
40 Centre St, Foley Sq NY	54A	FT	5/3/86
40 Centre St, Foley Sq NY	54A	S2	8/11/94
40 Centre St, Foley Sq NY	54A	S2	2/16/01
40 Centre St, Foley Sq NY	54A	FT	2/27/95

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>			
40 Centre St, Foley Sq NY	54A	FT	5/1/85
40 Centre St, Foley Sq NY	54A	FT	10/1/84
40 Centre St, Foley Sq NY	54A	FT	10/15/83
176 Church St, Poughkeepsie NY	54G	S1	6/21/99
176 Church St, Poughkeepsie NY	54G	FT	11/14/88
176 Church St, Poughkeepsie NY	54G	S2	6/21/99
1 Bowling Green, NY	54I	FT	3/1/87
1 Bowling Green, NY	54I	FT	3/2/87
1 Bowling Green, NY	54I	FT	10/4/83
1 Bowling Green, NY	54I	FT	2/6/87
1 Bowling Green, NY	54I	S1	10/3/83
1 Bowling Green, NY	54I	S2	10/1/83
1 Bowling Green, NY	54I	S2	3/25/96
1 Bowling Green, NY	54I	FT	4/2/88
1 Bowling Green, NY	54I	S1	7/16/01
1 Bowling Green, NY	54I	FT	8/1/94
1 Bowling Green, NY	54I	FT	3/3/96
1 Bowling Green, NY	54I	FT	12/1/84
1 Bowling Green, NY	54I	FT	11/1/86
1 Bowling Green, NY	54I	S2	6/4/01
1 Bowling Green, NY	54I	FT	12/2/91
1 Bowling Green, NY	54I	S1	8/28/00
300 Quarropas St, White Plains NY	54L	FT	7/15/96
300 Quarropas St, White Plains NY	54L	FT	5/7/85
300 Quarropas St, White Plains NY	54L	FT	5/1/95
300 Quarropas St, White Plains NY	54L	FT	4/17/95
300 Quarropas St, White Plains NY	54L	FT	9/26/95
300 Quarropas St, White Plains NY	54L	FT	1/11/99
300 Quarropas St, White Plains NY	54L	FT	5/22/95
300 Quarropas St, White Plains NY	54L	S2	3/20/95
300 Quarropas St, White Plains NY	54L	FT	4/24/95
300 Quarropas St, White Plains NY	54L	S2	8/4/99
300 Quarropas St, White Plains NY	54L	S1	7/21/92
300 Quarropas St, White Plains NY	54L	S1	7/15/96
300 Quarropas St, White Plains NY	54L	FT	6/2/91

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
500 Pearl St, Foley Sq NY	54N	FT	6/19/95
500 Pearl St, Foley Sq NY	54N	FT	12/27/94
500 Pearl St, Foley Sq NY	54N	FT	8/18/94
500 Pearl St, Foley Sq NY	54N	S2	5/2/00
500 Pearl St, Foley Sq NY	54N	FT	2/2/87
500 Pearl St, Foley Sq NY	54N	FT	9/1/86
500 Pearl St, Foley Sq NY	54N	FT	3/6/95
500 Pearl St, Foley Sq NY	54N	FT	3/6/95
500 Pearl St, Foley Sq NY	54N	FT	8/15/94
500 Pearl St, Foley Sq NY	54N	FT	5/2/97
500 Pearl St, Foley Sq NY	54N	FT	12/13/94
500 Pearl St, Foley Sq NY	54N	FT	2/16/95
500 Pearl St, Foley Sq NY	54N	S1	8/3/99
500 Pearl St, Foley Sq NY	54N	S1	10/2/83
500 Pearl St, Foley Sq NY	54N	FT	12/14/94
500 Pearl St, Foley Sq NY	54N	FT	7/1/96
500 Pearl St, Foley Sq NY	54N	S1	9/29/97
500 Pearl St, Foley Sq NY	54N	FT	3/6/95
500 Pearl St, Foley Sq NY	54N	FT	8/12/94
500 Pearl St, Foley Sq NY	54N	FT	3/13/95
500 Pearl St, Foley Sq NY	54N	FT	8/29/94
500 Pearl St, Foley Sq NY	54N	FT	5/22/95
500 Pearl St, Foley Sq NY	54N	S1	9/1/98
500 Pearl St, Foley Sq NY	54N	FT	3/6/95
500 Pearl St, Foley Sq NY	54N	S2	8/20/93
500 Pearl St, Foley Sq NY	54N	S2	8/11/94
500 Pearl St, Foley Sq NY	54N	FT	8/1/90
500 Pearl St, Foley Sq NY	54N	FT	10/2/83
500 Pearl St, Foley Sq NY	54N	FT	6/1/92
500 Pearl St, Foley Sq NY	54N	FT	12/26/94
500 Pearl St, Foley Sq NY	54N	FT	3/6/96
500 Pearl St, Foley Sq NY	54N	FT	8/16/93
500 Pearl St, Foley Sq NY	54N	FT	3/13/95
500 Pearl St, Foley Sq NY	54N	FT	1/27/97
500 Pearl St, Foley Sq NY	54N	S1	8/3/01
500 Pearl St, Foley Sq NY	54N	FT	6/3/90
500 Pearl St, Foley Sq NY	54N	FT	8/15/94
500 Pearl St, Foley Sq NY	54N	S2	3/21/95
500 Pearl St, Foley Sq NY	54N	FT	12/13/94
500 Pearl St, Foley Sq NY	54N	FT	7/17/95
500 Pearl St, Foley Sq NY	54N	FT	8/1/94
500 Pearl St, Foley Sq NY	54N	S2	5/2/00
500 Pearl St, Foley Sq NY	54N	FT	10/6/97

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
<i>SSOs Foley Sq NY</i>			
500 Pearl St, Foley Sq NY	54N	S1	8/6/01
500 Pearl St, Foley Sq NY	54N	S2	7/7/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	2/15/00
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S2	6/18/01
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S1	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	9/8/98
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S1	11/20/00
500 Pearl St, Foley Sq NY	54N	FT	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	9/11/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/1/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	9/8/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S1	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	2/18/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	12/5/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S2	9/5/01
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S2	Vacant
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	6/28/99

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>			
500 Pearl St, Foley Sq NY	54N	FT	7/6/99
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S1	5/21/01
500 Pearl St, Foley Sq NY	54N	FT	7/6/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	S2	12/5/00
500 Pearl St, Foley Sq NY	54N	S2	8/6/01
500 Pearl St, Foley Sq NY	54N	S2	1/22/01
500 Pearl St, Foley Sq NY	54N	S1	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	7/6/99
500 Pearl St, Foley Sq NY	54N	S1	5/21/01
500 Pearl St, Foley Sq NY	54N	S2	4/2/01
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	6/21/99
500 Pearl St, Foley Sq NY	54N	FT	7/8/99
500 Pearl St, Foley Sq NY	54N	FT	7/1/99
500 Pearl St, Foley Sq NY	54N	FT	11/7/00
500 Pearl St, Foley Sq NY	54N	FT	Vacant
500 Pearl St, Foley Sq NY	54N	S1	9/5/01

Facility	Employee Status Full Time/Shared	Seniority Date
100 Church Street, New York	FT	06/01/91
100 Church Street, New York	FT	03/26/94
100 Church Street, New York	FT	04/24/95
1 St Andrews Plaza, New York	S1	06/22/95
1 St Andrews Plaza, New York	FT	06/04/91
1 St Andrews Plaza, New York	FT	06/01/84
1 St Andrews Plaza, New York	FT	05/03/85
1 St Andrews Plaza, New York	FT	03/20/95
1 St Andrews Plaza, New York	FT	04/02/90
1 St Andrews Plaza, New York	FT	08/11/94
1 St Andrews Plaza, New York	S2	08/02/90

Facility	Employee Status Full Time/Shared	Seniority Date
1 St Andrews Plaza, New York	FT	06/21/99
1 St Andrews Plaza, New York	FT	09/08/98
1 St Andrews Plaza, New York	FT	05/06/85
1 St Andrews Plaza, New York	FT	04/01/87
1 St Andrews Plaza, New York	S1	10/23/01
1 St Andrews Plaza, New York	FT	06/21/99
1 St Andrews Plaza, New York	FT	02/16/00
Court of International Trade, 1 Federal Plaza, New York	FT	10/01/84
Court of International Trade, 1 Federal Plaza, New York	FT	05/01/86
Court of International Trade, 1 Federal Plaza, New York	FT	06/04/90
Court of International Trade, 1 Federal Plaza, New York	FT	02/01/87
Court of International Trade, 1 Federal Plaza, New York	FT	12/01/84
300 Quarropas St, White Plains NY	FT	02/01/90
300 Quarropas St, White Plains NY	FT	08/03/90
300 Quarropas St, White Plains NY	S1	06/21/99
300 Quarropas St, White Plains NY	S2	03/01/90
300 Quarropas St, White Plains NY	FT	03/01/90
300 Quarropas St, White Plains NY	FT	01/06/92
300 Quarropas St, White Plains NY	FT	02/01/90
500 Pearl Street, Foley Square	FT	06/19/95
500 Pearl Street, Foley Square	FT	12/27/94
500 Pearl Street, Foley Square	FT	08/18/94
500 Pearl Street, Foley Square	S2	05/02/00
500 Pearl Street, Foley Square	FT	02/02/87
500 Pearl Street, Foley Square	FT	09/01/86
500 Pearl Street, Foley Square	FT	03/06/95
500 Pearl Street, Foley Square	FT	03/06/95
500 Pearl Street, Foley Square	S2	03/01/85
500 Pearl Street, Foley Square	FT	08/15/94
500 Pearl Street, Foley Square	FT	12/13/94
500 Pearl Street, Foley Square	FT	02/16/95
500 Pearl Street, Foley Square	S1	08/03/99
500 Pearl Street, Foley Square	S1	10/02/83
500 Pearl Street, Foley Square	FT	12/14/94
500 Pearl Street, Foley Square	FT	07/01/96

Facility	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>		
500 Pearl Street, Foley Square	S1	09/29/97
500 Pearl Street, Foley Square	FT	03/06/95
500 Pearl Street, Foley Square	FT	08/12/94
500 Pearl Street, Foley Square	FT	03/13/95
500 Pearl Street, Foley Square	FT	08/29/94
500 Pearl Street, Foley Square	FT	05/22/95
500 Pearl Street, Foley Square	FT	09/01/98
500 Pearl Street, Foley Square	FT	03/06/95
500 Pearl Street, Foley Square	S2	08/11/94
500 Pearl Street, Foley Square	FT	08/01/90
500 Pearl Street, Foley Square	FT	10/02/83
500 Pearl Street, Foley Square	FT	06/01/92
500 Pearl Street, Foley Square	FT	12/26/94
500 Pearl Street, Foley Square	FT	03/06/96
500 Pearl Street, Foley Square	FT	08/16/93
500 Pearl Street, Foley Square	FT	03/13/95
500 Pearl Street, Foley Square	S1	12/13/94
500 Pearl Street, Foley Square	FT	01/27/97
500 Pearl Street, Foley Square	S1	08/03/01
500 Pearl Street, Foley Square	FT	06/03/90
500 Pearl Street, Foley Square	FT	08/15/94
500 Pearl Street, Foley Square	FT	07/08/96
500 Pearl Street, Foley Square	S2	03/21/95
500 Pearl Street, Foley Square	FT	12/13/94
500 Pearl Street, Foley Square	FT	07/17/95
500 Pearl Street, Foley Square	FT	08/01/94
500 Pearl Street, Foley Square	S2	05/02/00

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
68 Court St, Buffalo NY	55A	S1	8/12/96
68 Court St, Buffalo NY	55A	FT	8/24/92
68 Court St, Buffalo NY	55A	FT	6/18/90
68 Court St, Buffalo NY	55A	FT	4/12/99
68 Court St, Buffalo NY	55A	FT	7/6/93
68 Court St, Buffalo NY	55A	FT	7/29/96
68 Court St, Buffalo NY	55A	S2	7/29/96
68 Court St, Buffalo NY	55A	FT	10/1/87
68 Court St, Buffalo NY	55A	S1	4/14/99
68 Court St, Buffalo NY	55A	FT	4/12/99

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
<i>Continued</i>			
68 Court St, Buffalo NY	55A	FT	6/24/91
68 Court St, Buffalo NY	55A	FT	6/1/84
68 Court St, Buffalo NY	55A	S2	7/2/01
68 Court St, Buffalo NY	55A	FT	7/30/96
68 Court St, Buffalo NY	55A	S1	12/18/00
68 Court St, Buffalo NY	55A	S2	3/1/00
100 State St, Rochester NY	55B	FT	8/13/91
100 State St, Rochester NY	55B	S1	12/9/93
100 State St, Rochester NY	55B	FT	7/16/01
100 State St, Rochester NY	55B	S1	5/9/90
100 State St, Rochester NY	55B	S2	7/22/96
100 State St, Rochester NY	55B	FT	10/14/96
100 State St, Rochester NY	55B	FT	1/23/95
100 State St, Rochester NY	55B	FT	9/23/96
100 State St, Rochester NY	55B	S2	3/24/97
100 State St, Rochester NY	55B	FT	1/31/00
300 Pearl St, Buffalo NY	55E	S2	4/24/00
300 Pearl St, Buffalo NY	55E	S1	4/14/99
300 Pearl St, Buffalo NY	55E	FT	6/18/90
300 Pearl St, Buffalo NY	55E	FT	2/23/91
300 Pearl St, Buffalo NY	55E	FT	8/24/92
300 Pearl St, Buffalo NY	55E	FT	8/10/92
11 Elmwood Ave, Burlington VT	82A	FT	4/24/01
11 Elmwood Ave, Burlington VT	82A	FT	10/15/91
11 Elmwood Ave, Burlington VT	82A	FT	5/15/00
11 Elmwood Ave, Burlington VT	82A	FT	10/17/94
11 Elmwood Ave, Burlington VT	82A	S2	7/18/91
11 Elmwood Ave, Burlington VT	82A	FT	2/12/96
11 Elmwood Ave, Burlington VT	82A	S1	6/29/00
11 Elmwood Ave, Burlington VT	82A	FT	2/12/01
151 West St, Rutland VT	82B	FT	10/15/90
151 West St, Rutland VT	82B	S1	11/24/99
151 West St, Rutland VT	82B	S2	11/13/00
151 West St, Rutland VT	82B	FT	10/12/94
151 West St, Rutland VT	82B	FT	7/10/91

Facility	Site No.	Employee Status Full Time/Shared	Seniority Date
204 Main St, Brattleboro VT	82D	FT	11/13/95
204 Main St, Brattleboro VT	82D	S2	10/14/95
204 Main St, Brattleboro VT	82D	FT	9/11/95
204 Main St, Brattleboro VT	82D	FT	8/14/00
204 Main St, Brattleboro VT	82D	S1	9/8/98
204 Main St, Brattleboro VT	82D	FT	10/22/95
67 Merchants Row, Rutland VT	82F	FT	10/13/98
67 Merchants Row, Rutland VT	82F	FT	7/10/91
67 Merchants Row, Rutland VT	82F	S2	1/21/96
67 Merchants Row, Rutland VT	82F	S1	9/24/01