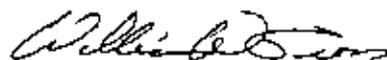


REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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: \_\_\_\_\_