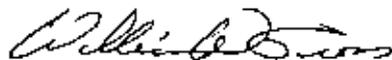


REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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:

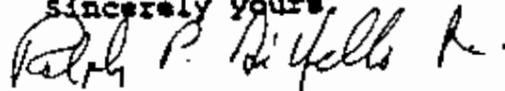
This letter is intended to express our agreement with regard to two issues that have been addressed in the collective bargaining agreement between us covering the period from October 1, 1998 through September 30, 2003. (CT-CBA)

**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.

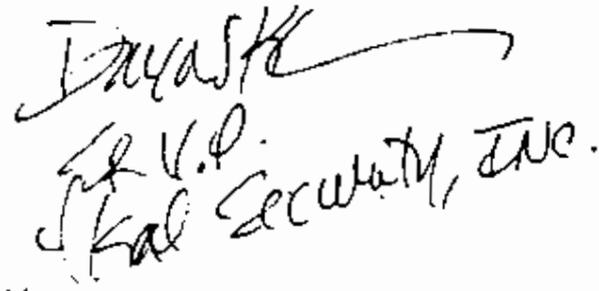
**Second:** If at any time during the term of CT-CBA, the U.S.D.O.L. should increase the amounts allowable for health and welfare payments to CSO's under contracts between the USMS and contractors such as AKAL over and above the amounts set forth in CT-CBA, then upon written request to you from ACSO/CT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

Location – 915 Lafayette Blvd. Bridgeport	
Year	CSO Wage
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.